

**BAY AREA RAPID TRANSIT
DISTRICT**

AGREEMENT

With

**SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 790**

**Effective
July 1, 2005 – June 30, 2009**

AGREEMENT

**BETWEEN
SAN FRANCISCO BAY AREA
RAPID TRANSIT DISTRICT**

AND

**SERVICE EMPLOYEES
INTERNATIONAL UNION**

LOCAL 790

**REPRESENTING EMPLOYEES
IN THE**

**MAINTENANCE AND
CLERICAL**

**SUBUNIT OF THE JOINT
COUNCIL**

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0.0 GENERAL UNDERSTANDING

The parties agree that whenever the word “will” and/or “shall” is used in the Agreement, they are synonymous.

1.0 MUTUAL AGREEMENTS**1.1 MUTUAL RIGHTS & RESPONSIBILITIES**

The Unions and Management agree that both have obligations and responsibilities to see that the statutory objective of the Bay Area Rapid Transit District law is attained and the public receives a rapid and efficient transit system. Management has the duty to execute the traditional responsibilities of Management to attain this goal and the Unions recognize the Management responsibilities. Management, in turn, recognizes its responsibility to treat employees fairly and equitably.

1.2 TERM OF AGREEMENT

The term of this Agreement shall be from and including the first day of July 2005 up to and including the 30th day of June 2009 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.

1.3 AGREEMENTS FURNISHED

The District will ensure that copies of this Agreement are printed within sixty (60) days of signing, will pay the full cost of printing such Agreements, and will ensure the Allied printing label appears. The Union will provide a list of Allied printing establishments in the Bay Area within three (3) days of signing.

The District will provide two hundred (200) copies of the Agreement to each of the signatory Unions for the term of this Agreement.

The District will provide a copy of the Agreement to all current employees within two (2) weeks of receipt of printed copies. New employees will be provided a copy of the Agreement upon employment.

The Agreement shall be provided on pocket size paper. Removable binders shall be replaced when worn out.

1.4 SUCCESSOR RIGHTS

In the event the operations of the District, in whole or in part, are assumed by any other entity, public or private, the successor organization or organizations shall agree, as a condition precedent of said assumption, to all terms and conditions of this Agreement as though said Agreement were more fully set forth in the assumption agreement by and between District and the assuming party or parties.

1.5 BENEFICIAL PRACTICES

The District agrees that as a result of signing of this Agreement, rules or regulations or practices affecting employees beneficially will not be changed without mutual agreement.

1.6 NO STRIKES AND NO LOCKOUTS

A. It is the intent of the District and the Unions to assure uninterrupted transit service to the public during the life of this Agreement. Accordingly,

1. No employee or Unions signatory hereto shall engage in, cause or encourage any strike slowdown, picketing, concerted refusal to work, or other interruption of the District's operations for the duration of this Agreement as a result of any labor dispute;
2. The District shall not lockout any employee covered by this Agreement during its term as a result of any labor dispute;
3. It shall not be a violation and shall not be cause for discipline for a District employee voluntarily to refuse to enter upon any property involved in a primary bona fide labor dispute. It shall not be a violation of this Section and shall not be cause for discipline of any employee by any party or other employee subject to this Agreement, should any employee voluntarily enter District property at a time when the District is involved in a primary labor dispute; provided, however, such employees shall not perform, nor be assigned, any work of any BART employee represented by the employee organization in such dispute.

For purposes of this Section, a primary labor dispute is defined as a dispute between BART and other BART employee organizations. (Reference R. E. Burns Arbitration Award of 7/2/74 for other specifics.)

4. In any case where employee conduct occurs in violation of this Section, the Unions will promptly take

all necessary action to bring about a termination of such conduct, and where so requested by the District, will give individual notification to the employees involved to cease such conduct.

- B. In the event of any alleged violation of Paragraph A of this Section, either the District or the Unions may seek immediate arbitration before one of the named arbitrators to be selected in accord with the arbitration procedures set forth in the appropriate Subunit supplemental provisions. The party seeking such arbitration shall use its best efforts to notify the other party of the referral to arbitration by means of telephone or written notice including telegraphic, delivered to the principal office of the party against whom the award is being sought. The question in such arbitration shall be whether either party or any employee covered by this Agreement has engaged or is engaging in activities in violation of this Section. The arbitrator shall have full equitable power to resolve the dispute, including the power to immediately issue an order to terminate the activities in violation of this Section. Such award shall be binding on both parties and employees. The expenses of the arbitration shall be borne by the party against whom the award is entered. Unless the parties agree that the arbitrator shall retain jurisdiction to decide the underlying dispute at the same hearing, he/she shall refer the dispute leading to or determined to be the cause of the alleged violation of Paragraph A of Section 1.6 to the appropriate grievance and arbitration procedure provided under this Agreement. If either party raises an issue of arbitrability of the dispute allegedly causing the violation of Paragraph A of Section 1.6, said preliminary issue of arbitrability shall be decided by the same arbitrator selected to hear the underlying dispute on the merits.

1.7 WAGE GUIDELINES

Both parties recognize this Agreement is the result of negotiations between the parties for represented employees and, in the event any wage increase or other benefit or condition provided in this Agreement results in any challenge

or determination by any governmental agency, the parties agree to use their best efforts in a joint appeal to such governmental agency to uphold the validity and propriety of such provision.

Pending exhaustion of such appeal, the challenged provision shall be suspended except that, the parties may commence negotiations within thirty (30) days of such challenge to ensure that the superseded portion(s) shall be rewritten to conform legally as nearly as possible to the original intent.

In the alternative, the parties may negotiate an alternate provision not exceeding the cost of the provision challenged.

Should the parties fail to agree, the grievance procedure may be invoked in its entirety by either party.

1.8 CONTRACTING WORK *

It is in the intent of the parties that work connected with the operation and maintenance of the system be performed by the bargaining unit employees, consistent with the basic Bay Area Rapid Transit District operations and maintenance philosophy.

Should it become necessary to deviate from this practice, the Unions shall be informed of the reason work is being contracted. The District shall fax a Contract Notification Form to the President of the ATU, or the BART Chapter President, the President of the Professional Chapter, and the Chair of the SEIU Contracting Out Committee, whichever union is directly affected, prior to submitting the Contract Notification Form to the Procurement Department. The Contract Notification Form will identify the date it is faxed. The union shall have seven (7) workdays after the Contract Notification Form is faxed to provide any comments to the department manager. If comments are received within the seven (7) workday period, the Department Manager will consider the comments before making his or her final decision to contract.

It is agreed that prior to contracting work, the District will give consideration to whether adequate numbers of qualified

employees are available to perform the necessary work within time limits available, whether sufficient and suitable equipment is available within the District to perform the work, whether shop capacity is adequate, whether the use of District employees shall involve extra cost to the District, or whether the performance of the work presents added hazards to existing employees which are not present in their normal assignments. Temporary work load, over and above normal positions, including overtime, may be contracted out. Suppliers' personnel performing work related to their equipment and clearly not bargaining unit work will not be prohibited.

Contracts in effect at the time of this Agreement will not be voided by terms of this Agreement.

*** Minute Clarification**

District procedures regarding contracting out work which include prior notice to the Unions at the commencement of the contracting process shall continue during the term of this Agreement.

2.0 UNION SECURITY

2.1 UNION RECOGNITION *

Pursuant to an election conducted April 18, 1973, by the State Conciliation Service, the District recognizes United Public Employees Local 790 of the Service Employees International Union, AFL-CIO, as the sole and exclusive bargaining agent for employees in the Clerical and Maintenance Subunits and Local 1555 of the Amalgamated Transit Union International, AFL-CIO, as the sole and exclusive bargaining agent for employees in the Transportation Subunit, as described in the Decision of the Director of the California Department of Industrial Relations, dated March 6, 1973, In the Matter of Bargaining Units of the San Francisco Bay Area Rapid Transit District, as amended.

The District recognizes Local 1555 of the Amalgamated Transit Union International, AFL-CIO, as the sole and

exclusive bargaining agent for Emergency Procedures Assistants (EPA) employees in the Transportation Subunit, as described in the decision of the Director of California Department of Industrial Relations, dated July 11, 1980.

*** Minute Clarification**

The parties agree that the inclusion of the language recognizing Amalgamated Transit Union - Local 1555 as representative for the EPAs in Section 2.1 of the Agreement does not alter the agreement between the District and ATU 1555 that the only terms and conditions governing EPAs will be those set forth in the Article of the Collective Bargaining Agreement specifying such terms and conditions.

2.2 UNION MEMBERSHIP

Employees within the scope of this Agreement shall become members of the Union and remain members in good standing as a condition precedent to continued employment with the District.

Present employees who are members shall be required to continue their membership in the appropriate Union. All other employees shall be required to become members of the applicable Union to their Subunit within thirty-one (31) days of the signing of this Agreement or thirty-one (31) calendar days following employment, whichever occurs later, except those employees in classifications or positions subsequently excluded from the bargaining unit by mutual agreement. In the event of such an agreement, exclusions shall be set forth by Side Letter.

All employees covered by this Agreement, within thirty-one (31) days of the execution of this Agreement, or for new hires, within thirty-one (31) days following the date of employment, shall execute a payroll deduction authorization. The timely execution of such authorization shall be a condition precedent to continued employment with the District.

2.3 UNION ACCESS TO WORK LOCATIONS

Non-employee business agents and employee Union officials will be permitted access to District facilities for the purpose of conducting Union business. Where reasonable and practical, they will provide notification in advance to the area supervisors as to the general purpose of said visit, the anticipated time involved, and employees to be contacted. District will provide an area for meeting purposes. Such agents or officials will be permitted entry upon presentation of acceptable identification to the supervisor in charge of the shop, whenever possible, and will be required to observe all safety and other rules and regulations of the District.

* Minute Clarification

The understanding of the parties regarding changes in Section 2.3, Union Access to Work Locations, is that outside Union officials who have contacted a shop to advise of a visit shall, upon arrival at the shop, contact the person in charge of the shop and advise of their arrival. They will then decide where the meeting is to be held, as appropriate.

2.4 DUES DEDUCTION

The District agrees to make payroll deductions as hereafter indicated from the pay of employees covered by the Agreement. Such deductions shall commence upon submission of a written authorization satisfactory to the District by the employee as forwarded by the Union. Deductions shall include monthly membership dues, assessments, insurance premiums, initiation fees, and contributions and shall be forwarded monthly to the appropriate Union. Dues and assessments shall be uniformly applicable to all employees in the same job classification or pay level in the applicable subunit.

No fines or penalty imposed on an individual by the Union shall be collected by means of payroll deduction under this Section. The Unions agree to furnish the District with written notice of changes in amounts to be deducted by the tenth of the month in which such changes are to be effected.

The Unions shall hold the District harmless from any and all claims, and will indemnify it against any unusual costs in implementing these provisions.

2.5 BULLETIN BOARDS

Clear covered bulletin boards with locks and keys will continue to be provided in Maintenance, Transportation and office facilities for the sole use of the Amalgamated Transit Union Local 1555 and Service Employees International Union Local 790 notices of meetings or other business pertaining to the Unions. Any additional number of boards and their locations shall be mutually agreed upon by the parties.

The Unions agree that Employee Relations shall be furnished a copy of any material being displayed on any bulletin board at the time of posting. Said material shall be authenticated by the signature of the designated representative of the Union. Such Union bulletin boards shall be maintained by the Unions.

If a copy of posted material is not provided to the District within twenty-four (24) hours, it shall be removed from all bulletin boards.

2.6 VENDING MACHINES *

ATU Local 1555 and SEIU Local 790 are authorized to establish vending machines in the District employees' work areas, and the District shall approve any reasonable plan with respect to such machines.

The Unions shall have the responsibility of contracting for the installation of such machines, along with maintenance.

Proceeds shall be deposited in a special fund under the direction and control of a representative of ATU Local 1555 and SEIU Local 790, and shall be divided on a basis established by the Unions, allocated for the exclusive benefit

of the employee's welfare and recreation as determined by the Unions.

The Unions will hold the District harmless from any expense or claim relating to the establishment and maintenance or distribution of such vending machines. The Unions shall indemnify the District in any contract entered into by Unions for the vending machines.

*** Minute Clarification**

- A. The parties have reached the following agreements with respect to vending machines in the Regional Administration Facility (RAF):

ATU Local 1555 and SEIU Local 790 are authorized to establish vending machines in the portions of the RAF Building exclusively owned and controlled by the District (District's "condominium unit") except for the cafeteria. The District shall approve any reasonable plan with respect to vending machines in the District's unit other than the cafeteria.

The Unions may also establish vending machines in portions of the RAF Building which are not exclusively owned and controlled by the District if the other owners/occupiers do not object.

The District shall have complete discretion over the administration and operation of the cafeteria, including design and placement of equipment, selection of vendors, and installation of vending machines, if any. Any proceeds from the operation of the cafeteria, including vending machines located therein, shall accrue to the District.

- B. The deletion from this section the language "and shall be in accordance with the current practice for vending machines in passenger stations" in the 1985-88 Agreement, is only to reflect the current practice of not maintaining or using vending machines in stations.
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3.0 EMPLOYEE AFFAIRS

3.1 INVESTIGATION OF EMPLOYEES

Employees shall cooperate fully in any investigation of misconduct, operational difficulties, etc. made by Management, subject to the provisions of the grievance/discipline procedure. Failure on the part of employees to cooperate during such investigation may result in disciplinary action. The District shall not initiate any investigations of its employees without reasonable cause.

The District reserves the right to conduct District-wide investigations. The District shall seek the prior cooperation and assistance of the Union and the Union shall, in such cases, cooperate fully and take whatever action necessary to bring about a cessation of the activity that gave rise to the investigation.

District lockers may be periodically inspected as determined by Management, but such routine locker checks will not be initiated without prior notification to a Union representative to include an offer to be present during such inspection. Inspections deemed necessary as part of an investigation to determine a violation of criminal law shall not be subject to restriction.

The District shall not utilize or involve Police Services in the investigation of any incidents initially involving industrial relations, including accidents of an industrial nature. However, after an initial investigation of an incident involving industrial relations or such accidents, Police Services may be utilized if and when a violation of criminal law is indicated.

3.2 ACCESS TO PERSONNEL FILE

Each employee shall be provided a copy of all matters placed in their official personnel file. Upon written request of the employee, matters as referenced in the Supplemental Provision shall be removed from the file.

An employee shall be permitted at any time during regular office hours to inspect his/her personnel file. He/she may also authorize in writing the Union Representative to also inspect his/her personnel file. Such reviews shall be made in the Employee Relations Department subject to the presence of a member of the Employee Relations staff or its designee.

Suspended or terminated employees (and their Union Representative), pending final disposition of the case, shall have similar access rights.

Material in personnel files shall be regarded as confidential and disclosed only in accordance with provisions of law.

*** Minute Clarification**

The parties agree that this first paragraph of this Section is intended to conform to the practice of maintaining the confidentiality of the employees' personnel files and that the employees shall receive copies of all matters placed in their file with the exception of personnel transaction forms, medical reports and reference checks.

The District agrees that personnel transaction forms will not be accessible to supervisory personnel who review qualifications of employees for promotional consideration.

3.3 PERSONAL APPEARANCE

Employees will maintain an appropriate appearance.

3.4 CREDIT UNION

The District will continue to participate in The Golden One Credit Union, Provident Central Credit Union, and Metro 1 Credit Union. Employees may select only one of the three (3) Credit Unions for utilization of payroll deduction. The District will make brochures and application forms available to employees upon request.

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 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:

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
2. the course is not completed with at least a grade "C" or its equivalent; or
3. the course is failed; or
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:**

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.

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.
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.

3.6 LOST ARTICLES

All lost property shall be handled in accordance with the following procedures:

- A. If given to an employee by other than another employee, the name and address of the finder shall be obtained and he/she shall be notified of the procedures under this Section.
- B. If found by an employee, it will be returned without delay to the owner or, if unable to do so, turned into the District not later than the following day. When an employee is of the opinion such property is valuable, he/she shall immediately report the same to the supervisor, and it shall be properly identified and turned over by the supervisor to the Lost and Found office.
- C. The District Lost and Found office will maintain a record of such property, including the name of the employee turning in the property, and if unclaimed after a prescribed period, the property shall be sold at public auction pursuant to regulations established by the District not in conflict with this Section. Employees shall be permitted to bid at such auction.
- D. The Union shall be provided a copy of the public notice of auction at the time such notice is published.

- E. Lost property turned in by an employee may be returned to the employee finding same following the prescribed retention period if such return is permitted by law.
 - F. The District agrees to furnish any information to the employee finding lost property as to its final disposition upon request from the employee.
 - G. Any property found that is suitable for an employee welfare or recreation program, or for other District purposes, shall be retained by the District after the period of retention has expired and allocated to such purpose.
-

4.0 VACATION & LEAVES OF ABSENCE

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. Subject to applicable law and policies applicable to the MPPP program, employees may elect to have such payment deposited in their MPPP account on a post tax basis. This shall take effect when BAP Phase I goes live.

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 five (5) days for death of the employee's current spouse or eligible domestic partner per Board Resolutions 4455 and 4757, or other members of the employee's immediate family if the employee is on a five (5) day per week work week schedule or a nine-eighty (9/80) work schedule, four (4) days if the employee is on a four (4) day per week work week schedule. 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.

4.3 MILITARY LEAVE

Employees of the District who are ordered to active duty with the Armed Forces for a period not to exceed one hundred eighty (180) calendar days, including travel time, will be granted a temporary military leave of absence for time required to meet military obligations as established by State and Federal law. Employees must furnish the District with a copy of the orders as early as possible prior to such leave.

During such military leave, employees with one (1) year of District service will be eligible for their existing straight time rate of pay for the first thirty (30) calendar days of any such absence during a fiscal year (July 1 - June 30).

For purposes of this Section, weekend military training sessions shall not be considered as Military Leave; however, employees who have military training sessions on weekends (Saturday and Sunday), and whose assigned work week includes Saturday or Sunday, or both, may request adjustment of their scheduled rest day or days off where work is available which they are qualified to perform in order to attend such sessions without loss of pay. Employees must request such arrangements in writing as far in advance as

possible and provide verification of attendance upon return to work. No additional compensation, shift premiums, or other extra costs to the District shall result from such adjustments.

4.4 MATERNITY LEAVE

Maternity Leave of absence will be granted each employee covered by this Agreement who becomes pregnant. Such leave will begin no later than the date the employee's doctor states in writing she should discontinue working.

Maternity Leave will continue until the date on which the employee's doctor states in writing she is capable of returning to work, or until such time as an additional leave of absence granted by the District expires.

Should there be a determination that there is a pregnancy-related disability, employees may utilize unused sick leave and, to the extent possible, the Disability Insurance provided by the District.

4.5 LEAVE OF ABSENCE *

Employees may occasionally be required to request time off without pay. When such time off becomes necessary, it must be requested through the employee's immediate supervisor.

A leave of absence, for the purposes of this Section, is defined as an absence from work requested in writing by a District employee and approved in writing by the employee's Department Head and by the Department Manager of the Employee Relations Department. Such leaves must specify an agreed-upon period of time normally longer than two (2) days but not to exceed six (6) calendar months.

Leaves of absence generally fall into the following categories:

- A. **Emergency Leave:** To assist an employee in taking care of crisis circumstances or conditions which cannot normally be handled while working full time.
- B. **Vocational/Educational Leave:** To assist an employee in preparation for possible upward mobility in the District. (The District makes no representation that leave for such purpose will result in promotions or transfers.)
- C. **Leave for Personal Matters:** To allow employees time off to attend to such matters which are not urgent and are purely personal in nature, but which are of such character as to require a short absence from work.
- D. **Voluntary Service Leave:** To allow employees time off who are volunteer members of a federal, state, or local certified fire department, police department, or American Red Cross.

The District will determine the length of time it will grant for such leave in each individual case.

The District reserves the right to extend a given leave if it deems it desirable to do so.

During the period of time in which an employee is on leave of absence, he/she shall accumulate service with the District.

Any employee who fails to return to work upon conclusion of the agreed-upon leave of absence shall be considered to have voluntarily terminated his/her employment with the District, subject to the terms of section 22.4 of the SEIU agreement or 39.7 of the ATU agreement for non-probationary employees.

Employees on leave of absence shall have the option to pay any costs involved into and continue to participate in Health & Welfare programs and life insurance.

*** Minute Clarification**

The parties agree that requests for leaves of two (2) days or less shall continue to be made through the employee's

immediate or appropriate supervisor without the involvement of the Employee Relations Department.

The District further agrees to continue its practice of notifying the Union on approved leaves of absence in excess of thirty (30) days. The District also agrees that in the event it considers a request for extension of a leave of absence beyond a six (6) month period, it shall advise the Union prior to approving such leave.

However, the District is not precluded from approving such extended leave in the event the Union objects.

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.

***Minute Clarification**

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

4.7 WITNESS DUTY

An employee shall be excused from work on a work day on which he/she is subpoenaed as a witness in court, before a Grand Jury or for a deposition, 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 the witness fees and his/her existing shift earnings, exclusive of reimbursable travel expenses.

If an employee is subpoenaed as witness in court, before a Grand Jury or for a deposition on his/her regular day off on a matter related to his/her employment with the District, the employee shall be paid up to an amount of the difference between the witness fees and his/her applicable rate exclusive of reimbursable travel expenses. In such cases, the employee must provide to his/her supervisor a copy of the subpoena and a statement of the witness fees paid or payable as a condition of being paid.

The pay provisions of this Section shall not apply when an employee is required to appear in Court or at a deposition in any matter in which he/she is the plaintiff or as a result of any activities related to other employment.

5.0 INSURANCE BENEFITS

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 and employees in an eligible domestic partnership 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 coverage. In no event will these employees or their dependents be entitled to such combined coverage in excess of their actual expenses.

Employees who are on non-job-related disability for two (2) continuous years or longer shall not be eligible for District-paid medical benefit plans while on such leave.

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

- A. The covered employee's legally wedded spouse or domestic partner per Board Resolutions 4455 and 4757 and BART and health plan eligibility guidelines.
- B. 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, who is under age 19 and 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.

- C. 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 *

A. PERS Medical and Prescription Drug Benefits

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.

B. Employer Contributions for Health Insurance.

The District's monthly contribution on behalf of each eligible employee or retiree toward medical insurance premiums shall equal the amount of the monthly premium charged at the applicable level of plan participation (i.e. one party, two party, or family) for the plans provided through PERS, less the employee and retiree contribution toward that premium (currently twenty-five dollars [\$25.00] per month).

C. Employee and Retiree Contributions for Health Insurance.

All employees eligible for PERS medical benefits who enroll for such benefits shall be responsible for a premium

contribution in the amount of twenty-five dollars (\$25.00) per month, except as provided below.

1. The employee's twenty-five dollar (\$25.00) monthly employee contribution toward the medical insurance premium shall increase by fifty dollars (\$50) on January 1, 2006. Each January 1 thereafter, the monthly employee contribution shall increase by an escalator amount of three percent (3%). For example, the total monthly employee contribution on January 1, 2007 will be seventy-seven dollars and twenty-five cents per month. (The calculation that arrives at this number is as follows: $\$25 + \$50 = \$75 \times 1.03 = \77.25 .) The employee contribution amounts provided by this subsection shall be the maximum employee premium contribution through June 30, 2034. The following table illustrates:

<u>DATE</u>	<u>Maximum Employee Monthly Contribution</u>
01 Jan. - 06	\$75.00
01 Jan. - 07	\$77.25
01 Jan. - 08	\$79.57
01 Jan. - 09	\$81.95
01 Jan. - 10	\$84.41
01 Jan. - 11	\$86.95
01 Jan. - 12	\$89.55
01 Jan. - 13	\$92.24
01 Jan. - 14	\$95.01
01 Jan. - 15	\$97.86
01 Jan. - 16	\$100.79
01 Jan. - 17	\$103.82
01 Jan. - 18	\$106.93
01 Jan. - 19	\$110.14
01 Jan. - 20	\$113.44
01 Jan. - 21	\$116.85
01 Jan. - 22	\$120.35
01 Jan. - 23	\$123.96
01 Jan. - 24	\$127.68
01 Jan. - 25	\$131.51
01 Jan. - 26	\$135.46
01 Jan. - 27	\$139.52

01 Jan. – 28	\$143.02
01 Jan. – 29	\$148.02
01 Jan. – 30	\$152.46
01 Jan. – 31	\$157.03
01 Jan. – 32	\$161.74
01 Jan. – 33	\$166.60
01 Jan. – 34	\$171.59

2. Further, effective July 1, 2013 and continuing through June 30, 2034 the District shall again retain part or all of the one and six hundred twenty-seven one-thousandths percent (1.627%) Money Purchase Plan contribution that reverts to employees July 1, 2011 pursuant to section 6.1 of this agreement. The terms of subsection D. 5 below shall govern the retention of this amount.

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

D. Retiree Insurance Funding.

1. Beginning July 1, 2007, the District shall contribute into its Retiree Health Benefit Trust ("RHBT") amounts that, at minimum, reflect an eight (8) year "ramp up" to District payment of the full Government Accounting Standards Board ("GASB") compliant Annual Required Contribution ("ARC") beginning July 1, 2013 using an

open group valuation method with a closed 30 year amortization schedule for unfunded liability ending June 30, 2034. Except as provided in paragraph 3 below, each pay period the District shall contribute to the RHBT an amount equal to the below-listed percentages of straight time bargaining unit base pay paid to bargaining unit members in that pay period into the RHBT. (For example, if base pay in the pay period in FY 07 is one million dollars (\$1,000,000), the District will contribute \$34,900 into the RHBT for that pay period).

Date	Percentage
July 1, 2007 (FY 08)	3.49%
July 1, 2008 (FY 09)	3.64%
July 1, 2009 (FY 10)	3.79%
July 1, 2010 (FY 11)	3.94%
July 1, 2011 FY 12)	4.10%
July 1, 2012 (FY 13)	4.27%

2. In addition, on or before June 30, 2009 the District shall, at minimum, contribute into the RHBT an amount equal to three and twenty-two one-hundredths percent (3.22%) of straight time bargaining unit base pay paid in FY 06 and three and thirty-six one-hundredths percent (3.36%) of straight time bargaining unit base pay paid in FY 07. These figures represent the “ramp up” percentages for those fiscal years.
3. The District shall perform an actuarial study of the retiree medical insurance plan liabilities and funding needs (including the Annual Required Contribution – “ARC”) after the end of each calendar year but before the beginning of the next fiscal year for which the results provide guidance. For each fiscal year beginning with FY 2007, the actuaries shall adjust the

above ramp up percentages for the fiscal year for which the study was prepared and for each remaining fiscal year in the ramp up period. The last such adjustment will be in the study performed prior to July 1, 2013 for FY 2013. The revised percentages shall be the percentages contributed by the District to the RHBT for those years, except that the District shall pay no less than the percentages specified in subsections 1 and 2 above.

4. Beginning July 1, 2013, the District shall, at minimum, contribute to the RHBT each pay period an amount equal to the full GASB compliant Annual Required Contribution (ARC) percentage of straight time base pay paid to bargaining unit members during that pay period using an open group valuation method with a closed thirty (30) year amortization schedule for unfunded liability ending June 30, 2034. (For example, if the base pay during the pay period is one million dollars (\$1,000,000) and the ARC percentage is fourteen percent (14%), the District will contribute one hundred forty thousand dollars (\$140,000) to the RHBT for that pay period.)
5. Effective July 1, 2013, the District shall retain the 1.627% MPPP contribution referred to in subsection C.2 above to the extent necessary to compensate the District for paying the difference between the actual ARC and the baseline ARC described below. The District shall retain this amount through June 30, 2034. In any year in which the actual ARC does not exceed the baseline ARC by an amount equal to the amount of the retained 1.627% MPPP contribution, the District shall pay the appropriate portion of the 1.627% into the employees' MPPP accounts, but only to the extent that the difference between the actual ARC and the baseline ARC is less than the dollar value of the retained MPPP 1.627%.

EXAMPLE: Assume that the actual ARC is fifteen percent (15%) in the particular year, the baseline ARC is fourteen percent (14%) in the particular year, and that the difference between the two is one million

dollars (\$1,000,000). Assume further that the value of the retained 1.627% is one million five hundred thousand dollars (\$1,500,000). The District would then pay a total of five hundred thousand dollars (\$500,000) into the employees' collective MPPP accounts. These payments would be prorated in the same manner as would result from full payment of the 1.627% into the employee accounts.

The baseline ARC is as follows:

<u>FY Year Beginning</u>	<u>Baseline ARC</u>
7/1/13	11.88%
7/1/14	11.94%
7/1/15	12.00%
7/1/16	12.06%
7/1/17	12.12%
7/1/18	12.18%
7/1/19	12.24%
7/1/20	12.30%
7/1/21	12.36%
7/1/22	12.42%
7/1/23	12.48%
7/1/24	12.54%
7/1/25	12.60%
7/1/26	12.66%
7/1/27	12.72%
7/1/28	12.78%
7/1/29	12.84%
7/1/30	12.90%
7/1/31	12.96%
7/1/32	13.02%
7/1/33	13.08%

6. Effective July 1, 2013 the District shall direct the Trustee of the RHBT to pay retiree health insurance premiums from the RHBT. No premiums will be paid from the RHBT prior to July 1, 2013.

E. ONE TIME PAYMENT.

The District shall pay each bargaining unit member a one-time lump sum payment of three hundred dollars (\$300) gross in January 2006.

F. ALTERNATIVE PLANS.

1. Between July 15 and November 15, 2005 the District and Union will meet to discuss possible proposals for alternative retiree health insurance plan legislation that would apply to employees hired after the effective date of the legislation. If the parties mutually agree on such proposals, they will jointly request that the state legislature and the Governor approve such legislation on an urgency basis. If the proposal becomes law the District will amend its contract with PERS to adopt the new program effective January 1, 2007 or as soon thereafter as possible for employees hired after the plan takes effect, subject to satisfaction of the following conditions. First, all other District bargaining agents must agree to amend their respective labor agreements to accommodate the change under the same overall terms as for the SEIU and ATU bargaining units. Second, District actuaries must certify that using the same actuarial assumptions, contribution assumptions and ramp up percentages set forth above:
 - a. The actuarial projection of the ARC under the new program by the District's actuaries demonstrates that it will not rise above the ARC under the existing program at any time and that the District's unfunded liability for retiree medical insurance will not increase at any time.
 - b. It will not diminish budgetary savings during the ramp up period described above.

In addition, if the new plan otherwise meets the conditions set forth above, but produces additional savings as determined by the District's actuaries, the parties shall offset employee medical contributions to the extent of such savings at the time they occur.

If there are remaining projected savings after the elimination of the above employee contributions, the District and Unions shall meet to discuss further distribution of the savings for employee benefit costs.

G. Trust Review Committee.

1. The District's five (5) unions shall each appoint one (1) member to serve on a trust review committee ("TRC"). The District Labor Relations Manager and Human Resources Manager shall serve on the TRC for the District. The TRC shall meet quarterly. Employee members of the TRC will be released from regularly scheduled duty with pay for quarterly TRC meetings.
2. The District will direct the Trustee of the Trust to provide the Unions with quarterly reports of all RHBT operations, including audited and unaudited financial statements and investment performance reports, and other consultant reports in advance of the quarterly TRC meeting. (The parties acknowledge that audited financial statements are performed only once per year.)
3. The Trustee will attend the TRC meeting to answer questions concerning the information provided to the TRC. However, the TRC shall in no way attempt to assist, direct, or otherwise involve itself in matters concerning the investment of Trust assets. However, the TRC may advise the Trustee on other Trust matters to the extent such advisory activity does not affect the legal status of the Trust. It shall be within the sole discretion of the Trustee whether to follow or not follow such advice.
4. The TRC members shall be released from regularly scheduled duty with pay to attend meetings of the Human Resources Manager and Labor Relations Manager with the District's actuaries and other professionals to discuss assumptions to be included in annual GASB valuation studies, the preliminary and final results of such studies, etc. Such studies shall

include ARC projections through at least 2035. The District will provide the unions with a copy of the final version of such study on or before February 1 each year or as soon thereafter as is practicable.

H. Retiree Health Benefits Trust.

Within one hundred twenty (120) days after the signing of this agreement by the parties hereto, the District shall amend the Trust Agreement to provide that:

1. Trust assets shall be held for the sole and exclusive purpose of providing health benefits to eligible BART retirees and to defray the reasonable expenses of administering the RHBT.
2. The only District benefit plans for which payments may be made from the RHBT shall be those retiree health benefit plans offered to eligible District retirees as a result of its collective bargaining agreements, or District policy which extends such plans to non-represented employees. In addition, for District personnel on a District plan that is no longer generally offered to District employees, payments may be made from the RHBT. However, the District shall ensure sufficient separate funding and the Trustee shall separately account for benefits paid for such personnel.
3. The District may terminate the RHBT, subject to its duty to bargain in good faith to agreement or impasse over such termination with the union. If the District gives the Unions notice of the termination of the RHBT, the Trust shall not terminate until the assets then remaining are exhausted. Such assets shall be used only as provided in paragraph 1 above.

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.

*** 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 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 *

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.

5.5 GROUP LIFE

The District will continue to provide a basic group life insurance policy for each employee equivalent to one (1) times the employee's base rate annual salary (two thousand and eighty [2,080] hours times base straight time hourly rate) with accidental death and dismemberment provisions.

5.6 VOLUNTARY/ADDITIONAL LIFE INSURANCE *

Effective July 1, 1989, all bargaining unit employees are eligible to purchase voluntary life insurance with accidental death and dismemberment provisions. Non-supervisory and non-professional employees may purchase insurance equivalent to one (1), two (2) or three (3) times the employee's base rate annual salary. Supervisory and professional employees may purchase insurance equivalent to one (1) or two (2) times the employee's base rate annual salary. The full cost of the premiums are to be paid by the employee through payroll deduction.

In addition, supervisory and professional employees classified Foreworkers and above may elect to purchase Additional Life Insurance, which is equivalent to one (1) times the employee's base annual salary with accidental death and dismemberment provisions. Fifty percent (50%) of the cost of the Additional Life Insurance premiums will be paid by the District and fifty percent (50%) will be paid by the employee through payroll deductions.

Each year between September 1 and September 30 there shall be an annual application period for all eligible employees to apply for voluntary and/or additional life insurance.

All new hire employees shall be eligible to apply, as described above within the first thirty-one (31) days of employment.

Eligibility of existing and new hire employees to participate in the voluntary and/or additional life insurance program(s) during the initial or annual application period(s) shall be subject to timely application and medical certification of insurability.

* Minute Clarification

The language changes or deletions reflected in this section from that in the 1985-88 Agreement, are for administrative

purposes only and do not represent a change in life insurance benefit.

5.7 ASSAULT INSURANCE

The District will provide Assault Insurance as indicated under the existing insurance policy in the amount of fifty thousand dollars (\$50,000) for each District employee in the bargaining unit.

5.8 SURVIVOR BENEFITS

Subject to the restrictions, limitations and eligibility requirements of the applicable health plans, for employees who elect a survivor benefit, the District will pay a portion of premiums or provide reimbursement for the enrollment of their previously eligible covered survivor(s) in the medical, dental, and vision care plans upon the death of the employee. The cost for this program is fifteen dollars (\$15) per month. After the employee's death, the survivor must continue to contribute fifteen dollars (\$15) per month to receive medical, dental, and vision coverage.

Part-time employees (less than forty [40] hours per week) and employees who are ineligible for District health plan coverage, including, without limitation, limited term intermittent employees, are ineligible for the Survivor Benefits Program.

In order for the survivor of an employee or retiree who dies before the effective date of this Survivor Benefits Program to be eligible for survivor benefits, the employee and survivor must have been covered by District medical benefits at the time of termination by death or retirement and the survivor must have been participating in the prior Survivor Benefits Program on June 30, 1994 and have remained enrolled up to the effective date of this program. In order for the survivor of an employee or retiree who dies after the effective date of this Survivor Benefits Program to be eligible for survivor benefits, the employee/retiree and survivor must have been

covered by District medical benefits and enrolled in the Survivor Benefits Program at the time of death.

This benefit shall be made available to active employees enrolled in the prior Survivor Benefits Program on June 30, 1994, provided they are enrolled through the effective date of this program, and to active eligible employees who elect to enroll during a one-time only thirty-day open enrollment period beginning on or about January 1, 1995. Active employees who elect Survivor Benefits during the January 1995 open enrollment period shall, as a condition of enrollment, pay an amount equal to fifteen dollars (\$15) per month retroactive to an initial premium date which shall be April 1, 1992, or their date of hire, whichever is later. Said initial premium shall be collected through payroll deduction in addition to the fifteen dollars (\$15) per month assessment for on-going participation in the program. This benefit shall be made available to eligible new hires when they commence the fifteen dollars (\$15) monthly assessment within thirty (30) days of hire. Former employees who retired prior to the effective date of this Survivor Benefits Program are not eligible for this program unless they were enrolled in the Survivor Benefits Program on June 30, 1994 and continue to participate through the effective date of this program. Survivors of employees or retirees who were enrolled in the Survivor Benefits Program on June 30, 1994 and continued to participate through the effective date of this program will be eligible for this or a similar reimbursement benefit described below.

Failure to pay the required fifteen dollars (\$15) per month assessment by the due date established by the District shall permanently and irrevocably terminate eligibility for the Survivor Benefits Program.

The various categories of individuals eligible to elect this program, and the additional conditions applicable to each category, are described below.

SURVIVORS OF EMPLOYEES WHO DIE IN SERVICE AFTER THE EFFECTIVE DATE OF SURVIVOR BENEFITS PROGRAM

The survivors of employees who were not eligible for a PERS retirement allowance and who die in service after the effective date of the Survivor Benefits Program are eligible for benefits if they are eligible under the optional PERS Survivor Benefits Program provided for at Government Code Section 22819 (the optional program). The District will pay the entire premium to PERS for the optional program upon payment of the fifteen dollars (\$15) per month contribution.

The survivors of employees who were eligible for a PERS retirement allowance and who die in service after the effective date of the Survivor Benefits Program are eligible for survivor benefits only if the survivors are receiving a survivor's allowance from PERS and having the survivor's portion of the retiree medical premium withheld from the allowance. They will be reimbursed for the difference between the amount withheld and the required fifteen dollars (\$15) per monthly contribution. However, if the surviving spouse is not eligible for a PERS annuity only because he/she was married to the employee for less than a year, or only because he/she was a PERS annuitant and became ineligible for an annuity because of remarriage, the District will provide medical benefits as follows:

1. If the survivor meets the eligibility requirements for the optional PERS program, the District will pay the entire premium to PERS for the optional program upon payment of the fifteen dollars (\$15) per month contribution;
2. If the survivor does not meet the eligibility requirements for the optional program, the District will reimburse the survivors for medical premiums paid for any medical plan or coverage in which they may participate, less the required fifteen dollars (\$15) per month contribution. The maximum medical reimbursement will be based on the highest PERS medical plan premium applicable to their covered family size or the actual cost of their medical insurance, whichever is lower. Reimbursement will be made on a monthly basis. Proof of payment of medical premiums shall be required.

SURVIVORS OF EMPLOYEES WHO DIED IN SERVICE AFTER 11/17/88 BUT BEFORE EFFECTIVE DATE

The survivors of employees who died in service after November 17, 1988 but before the effective date of this program who were enrolled in the prior Survivor Benefits Program on June 30, 1994, and remained enrolled through the effective date of this program may participate in this Survivor Benefits Program. If eligible survivors are receiving a survivor's allowance from PERS and having the survivor's portion of the retiree medical premium withheld from the allowance, they will be reimbursed for the difference between the amount withheld and the required fifteen dollars (\$15) per month contribution. If the survivors are not receiving a survivor's allowance from PERS, the District will provide dental and vision coverage and will reimburse the survivors for medical premiums paid for any medical plan or coverage in which they may participate, less the required fifteen dollars (\$15) per month contribution. The maximum medical reimbursement will be based on the highest PERS medical plan premium applicable to their covered family size or the actual cost of their medical insurance, whichever is lower. Reimbursement will be made on a monthly basis. Proof of payment of medical premiums shall be required.

SURVIVORS OF RETIREES WHO DIED AFTER 11/17/88 BUT BEFORE EFFECTIVE DATE

The survivors of retirees who died after November 17, 1988 but before the effective date of this program who were enrolled in the prior Survivor Benefits Program on June 30, 1994, and remained enrolled through the effective date of this program may participate in this Survivor Benefits Program. If eligible survivors are receiving a survivor's allowance from PERS and having the survivor's portion of the retiree medical premium withheld from the allowance, they will be reimbursed for the difference between the amount withheld and the required fifteen dollars (\$15) per month contribution. If the survivors are not receiving a survivor's allowance from PERS, the District will provide dental and vision coverage and will reimburse the survivors for medical premiums paid, less the required fifteen dollars (\$15) per month contribution. The maximum medical

reimbursement will be based on the highest PERS medical plan premium applicable to their covered family size or the actual cost of their medical insurance, whichever is lower. Reimbursement will be made on a monthly basis. Proof of payment of medical premiums shall be required.

SURVIVORS OF RETIREES WHO DIE AFTER EFFECTIVE DATE OF PROGRAM

The survivors of retirees who retired before the effective date of this program but who die after the effective date are ineligible to participate in this program unless the retiree was enrolled in the prior Survivor Benefits Program on June 30, 1994 and remained enrolled through the effective date of this program. Benefits for such survivors shall be provided in the same manner as for eligible survivors of retirees who died before the effective date of this program as provided above. If an employee who is enrolled in this Survivor Benefits Program retires after the effective date and then dies, his or her survivors are eligible for dental and vision coverage, but medical coverage will be provided only if the survivors are receiving a PERS survivor's allowance and having the survivor's portion of the retiree medical premium withheld from the allowance. They will be reimbursed for the difference between the amount withheld and the required fifteen dollars (\$15) per month contribution. However, if the PERS survivor's allowance is not available only because the survivor and employee were married less than one year, or because the survivor remarries, then the District will reimburse the survivor for medical premiums paid, less the required fifteen dollars (\$15) per month contribution. The maximum medical reimbursement will be based on the highest PERS medical plan premium applicable to their covered family size or the actual cost of their medical insurance, whichever is lower. Reimbursement will be made on a monthly basis. Proof of payment of medical premiums shall be required.

The District reserves the right to terminate or change any part or all of the Survivor Benefits Program at any time with respect to active or retired employees or survivors. However, any such action will be taken only after the District has satisfied its obligations under applicable Collective

Bargaining Agreements. The District's obligation to provide survivor benefits coverage shall terminate upon the expiration of this Agreement.

The effective date of this Survivor Benefits Program shall be the first day of the second month following the effective date of the PERS Medical contract.

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
1 st – 26 th	\$1260 x 66 $\frac{2}{3}$ %	\$840

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- $\frac{2}{3}$ %) 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	Maximum Benefit
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1 st – 4 th	\$800.00 x 66 $\frac{2}{3}$ %	\$533.00
5 th – 26 th	\$931.00 x 66 $\frac{2}{3}$ %	\$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- $\frac{2}{3}$ %) 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.

5.10 EMPLOYEE ASSISTANCE PROGRAM

The parties agree that the District will continue a referral program for the purpose of assisting in a confidential manner employees and their families with marital, psychological, alcohol, or drug problems to obtain counseling and other services.

The Unions agree to cooperate with the District in the administration of this program.

The District shall retain a consultant to provide referrals as appropriate in the above-described problem areas. The District shall pay the cost of this consultant's referral services, which will constitute the entire District monetary contribution to this program.

The costs for all other services provided to employees or their families under this program shall be borne by the participating employee/family member to the extent such services are not covered by the employee's medical or other benefit plans.

5.11 BENEFITS REVIEW

The District and the Unions agree that the Department Manager of Human Resources or his/her designee and top Union Officials/ consultants shall meet annually between the months of March and May to discuss the District's benefits plans. This discussion may include a review of the status of the plans, the preceding year's experience under the plans, levels of coverage, alternative benefits, and other matters relating to employee benefits.

6.0 RETIREMENT BENEFITS

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.

6.2 PERS PICK UP

The District shall continue to pick up the employee's contribution to the Public Employees' Retirement System (PERS). During the life of this Agreement, earnings may accrue to the District by reason of a reduction of the District's or employees' contribution to PERS.

The District agrees that should the current rate of employee contribution to PERS increase during the term of this Collective Bargaining Agreement, the District shall include such rate increase in the affected pick up due subsequent to the rate increase. The parties agree that any additional cost to the District resulting from any increase in the percentage level of employee contributions occurring after November 1979 shall be borne by the District until the expiration of this agreement.

Each employee is solely and personally responsible for any federal, state or local tax liability of the employee that may arise out of receipt of said pick up by the District or any penalty that may be imposed therefore.

The parties recognize that it may be contended that some of these payments were unlawful and that they could not have been made in the absence of an amendment to the District's contract with PERS and recognize further that BART has not sought such an amendment.

Should the District be required to reimburse PERS for back contributions related to these payments, BART's pick up of employee PERS contributions will cease until an amount equivalent to the amount required to be reimbursed to PERS has been placed by BART in an escrow account pending mutual agreement by the parties as to alternative benefit(s).

Such benefit(s) shall not increase BART's aggregate direct or indirect payroll cost above the amount it would otherwise have incurred by continuation of the PERS pick up program.

6.3 PENSIONERS' LIFE INSURANCE

Life insurance will be provided to all employees who retire from the District as follows:

- A. First year of retirement, fifty percent (50%) of the basic group life insurance;
- B. Second year of retirement, forty percent (40%) of the basic group life insurance;
- C. Third year of retirement, thirty percent (30%) of the basic group life insurance;
- D. Fourth and subsequent years of retirement, twenty percent (20%) of the basic group life insurance.

This section is subject to the provisions of Section 5.1 "Group Insurance and District Self-Funded Plans".

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 Pension Plan or Retiree Health Benefits Trust during PERS Superfunding.

1. Except as provided below, 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 Pension 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.

2. If the District's employer PERS account becomes superfunded in any fiscal year commencing before the fiscal year beginning July 1, 2034, and if in the next fiscal year the RHBT has an unfunded actuarial liability as determined by the District's actuaries, then the District shall, at the commencement of the fiscal year after superfunding status begins, discontinue its payment of the EPMC for members of the bargaining units from the operating budget and shall instead direct an equal amount into the District's Retiree Health Benefit Trust.

If the District's employer PERS account loses superfunding status, the payments provided in section B.1 or B.2 of this section, whichever applies, shall cease and the District shall resume payment of the employee PERS contribution from the operating budget.

6.5 PERS RATE REDUCTIONS

Any PERS savings accrued by the District on or after July 1, 1989 remain the property of the District and shall not be shared with employees.

6.6 ADDITIONAL PERS OPTION

By January 1, 1995, the District will amend its PERS contract to permit employees to purchase up to four (4)

years of service credit for any continuous active military service prior to employment with BART pursuant to Government Code Section 20930.3. The employees will bear all costs for this PERS option.

7.0 TRANSPORTATION

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.

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:

- A. his/her spouse's pass privileges shall terminate upon the surviving spouse's remarriage;
- B. 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.

7.2 TRANSPORTATION, WORK RELATED

The District shall ensure that employees assigned during the work shift to another District work location shall be returned to their bid work location. Until returned to bid location, the employee shall be considered on duty.

Should an employee be assigned to report at the commencement of any shift or during any shift to a work location other than the reporting location selected by bid, the time required to go to and from the normal working location shall be considered as time worked.

7.3 TRAVEL ALLOWANCE

A. Travel Expense - Local: Insofar as possible, authorized travel within the District shall be by local transit facilities or by District automobile. In the event taxicab use is necessary, actual reimbursement shall be paid. In the event private automobile is used, the Internal Revenue Service Standard Mileage Rate will be paid by the District in addition to actual parking and toll fees. While on assigned District business away from the employee's assigned office or area, reimbursement for lunch expense will be that portion of the lunch expense that is in excess of that which would normally be paid were the employee working at the office or area. Reimbursement under this policy shall not exceed twelve dollars (\$12) per luncheon.

B. Travel Expense - Outside of District: Travel for distances in excess of one hundred fifty (150) miles will be provided by public carrier. Mode of travel and commencement of travel status will be determined by the

District prior to departure. Hotel charges will be reimbursed at actual cost. Actual costs of meals will be reimbursed when traveling outside the District. Other necessary travel expenses including, but not limited to, local transportation, telephone, laundry and cleaning, will be reimbursed on the basis of actual cost to employee.

- C. **Travel Allowance:** When assigned outside the District in excess of twenty-four (24) hours, employees of the District may, in lieu of receiving reimbursement for actual costs of travel, elect to receive actual receipted cost of lodging, plus an allowance as established by the District's Management Procedure No. 20, Section II, Travel Outside The District as reimbursement for all other travel costs. This allowance will be allowed in full on the day of departure and return without regard for time of departure or arrival.
- D. Employees may choose either "B" or "C" for travel expenses. If "B" is selected, a reasonable cash or check advance in such sums as may be deemed necessary, considering the character of the expense, shall be made.

8.0 PAY PROCEDURES

8.1 PAY PERIODS *

All hourly employees shall be paid bi-weekly on every other Friday on an hourly rate basis, except that Staff Assistants shall continue to be considered salaried and shall be paid twice a month on the 15th and last day of the month, until such time as the District is able to establish and implement a bi-weekly payroll system for all District represented and non-represented employees. When that occurs, Staff Assistants shall continue to be considered salaried and shall be paid bi-weekly every other Friday.

The District shall make available an electronic direct deposit system for payroll checks. As a condition for participating in the electronic direct deposit payroll system, any correction necessary for payment made in error, other than for regular straight time hours worked, which cannot be adjusted in the

current pay period will be adjusted in full on the next following pay period's direct deposit subsequent to receipt of written notification to Payroll. If the correction is not made in the next following pay period's direct deposit, the District will make the correction as set forth below.

Except for employees participating in direct deposit, employees whose regular day off/holiday falls on a payday shall receive their payroll checks prior to the end of their shifts on the preceding day. Should checks be available at the employee's work site on the day preceding the regular payday, they shall be distributed to such employees requesting same, but in no event prior to 4:00 p.m. on the day preceding the regular payday.

Pay periods shall remain as established unless changed by mutual agreement.

There shall not be more than five (5) days' holdback of pay for any employee.

The District shall continue the present system of itemized deductions, and all adjustments shall be clearly defined on the statement portion of the check. All shortages above fifty dollars (\$50) shall be corrected within the time limits set below. The employee's immediate or appropriate supervisor shall assure that the documentation necessary to correct the shortage has been delivered to Payroll within one (1) work day, exclusive of weekends and holidays, after he/she receives written notification of the shortage from the employee. Payroll shall correct the shortage and cause a check to be available at the employee's normal work location within three (3) Accounting work days, exclusive of weekends and holidays, after receipt of written notification.

All other shortages shall be added to the next paycheck.

In the event an overpayment of fifty dollars (\$50) or less is made in error, it shall be deducted from the employee's first regular paycheck, following discovery of such overpayment.

Except for employees participating in direct deposit, any employee taking a scheduled vacation shall be provided an

advance paycheck, provided such payday falls within the scheduled vacation period and provided a written request is submitted to the District no less than five (5) Accounting workdays prior to the scheduled vacation.

Final termination paychecks shall be issued to terminating employees within seventy-two (72) hours after such termination becomes effective.

The District will promptly process Public Employees' Retirement System refund forms following an employee's termination.

*** Minute Clarification**

The parties have reached the following understanding with respect to repayment of overpayments made to employees. This understanding also applies to overpayments made pursuant to the electronic direct deposit system.

Where repayment of the entire amount of the overpayment in a lump sum would work a hardship on the affected employee, the Union may request development of a reasonable repayment schedule through Human Resources. Such request will not be unreasonably denied by Human Resources.

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, 2009, 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, 2009 over the Index published for the month of February, 2009.
- 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, 2009, shall not assert that the Cost of Living Allowance increase effective on June 30, 2009 is included as part of any increased wage offer made by the District for the succeeding contract.

8.3 TRANSFERS WITHIN THE UMBRELLA BARGAINING UNIT

- A. Employees transferring within the umbrella bargaining unit shall not be considered as new hires.
- B. Umbrella unit employees of the District who bid and are awarded a higher paying position within the bargaining unit shall be paid no less than the base salary rate of the lower position.

C. All entry level and training rates of pay are eliminated effective July 1, 1997.

9.0 SICK LEAVE & DISABILITY

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 may alternately elect to deposit up to one hundred percent (100%) of the dollar value of the “bankable” sick leave hours as set forth in option # 1 into their MPPP account on a post tax basis. Sick leave hours that have been so converted will remain in the employee’s MPPP account subject to all investment plan rules or state and federal

law. 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
9/1/05 – 9/15/05	9/26/05 – 9/24/06
9/1/06 – 9/15/06	9/25/06 – 9/23/07
9/1/07 – 9/15/07	9/24/07 – 9/21/08
9/1/08 – 9/15/08	9/22/08 – 9/20/09

Salaried

Option Period	Accrual Period
9/1/05 – 9/15/05	10/16/05 – 10/15/06
9/1/06 – 9/15/06	10/16/06 – 10/15/07
9/1/07 – 9/15/07	10/16/07 – 10/15/08
9/1/08 – 9/15/08	10/16/08 – 10/15/09

NOTE: The maximum sick leave which may be earned for each accrual period is ninety-six (96) hours for employees on a 5-8 or 9/80 Work Plan and one hundred twenty (120) hours for employees on a 4-10 Work Plan.

Sick leave 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
9/1/05 – 9/15/05	9/26/05 – 9/24/06
9/1/06 – 9/15/06	9/25/06 – 9/23/07
9/1/07 – 9/15/07	9/24/07 – 9/21/08
9/1/08 – 9/15/08	9/22/08 – 9/20/09

Salaried

Option Period	Accrual Period
9/1/05 - 9/15/05	10/16/05 – 10/15/06
9/1/06 – 9/15/06	10/16/06 – 10/15/07
9/1/07 – 9/15/07	10/16/07 – 10/15/08
9/1/08 – 9/15/08	10/16/08 – 10/15/09

NOTE: The maximum sick leave which may be earned for each accrual period is ninety-six (96) hours for employees on a 5-8 or 9/80 Work Plan and one hundred 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, eligible domestic partner, 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, eligible domestic partner, or child if spouse, eligible domestic partner, or child has serious accident

or serious illness (subsequent verified and scheduled doctor's visits resulting from initial visit are 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.

9.2 INDUSTRIAL INJURY/ILLNESS

- A. Industrial Injury/Illness:** Until December 31, 1988, an employee experiencing a verified industrial injury or illness will be entitled to receive no more than two (2) industrial accident leaves. Effective January 1, 1989, an employee experiencing a verified industrial injury or illness will be entitled to receive industrial accident leave

compensation for no more than two (2) industrial accidents/illnesses during any twelve (12) month period. The employee will be compensated up to a maximum of three (3) days pay for each industrial accident leave. When an employee receives an industrial accident leave he/she shall be entitled to receive only one (1) additional industrial accident leave of up to a maximum of three (3) days during the next twelve (12) months. The twelve (12) month period shall commence on the date the employee returns to work from the absence which gave rise to the first industrial accident leave.

For the purposes of this Section, industrial accident leave shall commence only if the employee is not released to return to work by the beginning of his/her regularly scheduled shift next following the date on which the industrial accident/ illness occurred.

Industrial accident leave compensation shall be advanced to an employee, within the limits set forth above, promptly upon proper notification to the District by the employee, on the condition that it must be verified at a later date. In order to be entitled to industrial accident leave, the employee should report the illness/injury to his/her immediate supervisor by the end of the shift in which the illness/injury occurred, but in no event no later than twenty-four (24) hours from the end of the shift in which the illness/injury occurred.

If it is later determined that the industrial accident leave was improper or invalid, the District may recover the amount equal to the industrial accident leave advance by deducting the amount advanced from the employee's existing or future sick leave, vacation or floating holiday accrual.

The employee shall be given five (5) working days to authorize such payment by payroll deduction or by designating the specific leave from which the recovery may be made. The accrual must be presently sufficient to cover the amount of the industrial accident leave advance. If the employee does not notify the District within five (5) working days, the District may deduct from

any accrual an amount sufficient to cover the amount of the advance.

Nothing in this section shall affect the District's right to recover any amounts owed to it through appropriate legal action.

- B. Coordination of Benefits:** Industrial accident leave and Sick Leave benefits, to the extent they are available, may be coordinated, at the employee's option, with Workers' Compensation or other compensation to maintain the employee's basic straight time earnings. Should an employee choose not to exercise the option of coordinating benefits, notification to the District is required in advance. No change in options will be made during an employee's disability status until BAP Phase I is implemented, after which employees may change options.

9.3 MEDICAL EXAMINATIONS *

Any medical examinations, including periodic eye tests, required of employees by the District shall be paid for by the District, with the exception of costs incurred as a result of untimely employee cancellation of or missed examinations or appointments which shall be paid by the employee, provided the employee is given one week notice of the appointment.

In the case of any job-related illness or injury, an employee shall have the right to examination/treatment by a doctor of his/her choosing.

Medical examinations or follow-up medical appointments shall be scheduled, where 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 time lost from work.

JOB RELATED ILLNESS/INJURY

Should the employee select his/her doctor, and the District disagrees with any findings, the District may require a second medical opinion through a District-designated doctor.

Should the findings of the District-designated doctor be inconsistent with the employee-selected doctor, a doctor shall be mutually selected by the following procedure:

The District and the Union shall mutually agree upon an odd-numbered panel of doctors for such purpose. If they are unable to agree upon the names to be included on such a panel, they shall request the Industrial Accident Commission to submit the names of independent medical examiners most frequently used in the San Francisco Bay Area in the various specialties of medicine and these shall constitute the panel. The District and the Union shall select a third doctor from this panel within five (5) working days of the date the dispute is established. The conclusions of the third doctor shall be final and binding upon the parties, and the fee shall be shared 50-50 by both parties.

No employee shall suffer any loss of income or other benefits as a result of any directive to report to a physician, and the time required to report and return from such examination shall be considered as time worked unless the employee is found physically unfit to return to work.

If the findings of the District-designated and employee-selected doctors are inconsistent, no employee shall suffer loss of income or benefits during the first thirty (30) calendar days after the second doctor's inconsistent conclusions are issued or until the conclusions of the third doctor are issued, whichever occurs first.

Should the third doctor uphold the findings of the District-designated doctor, the employee shall agree in writing to reimburse the District for any income or benefits received to which he/she was not entitled. Reimbursement to the District shall be completed within thirty (30) calendar days from the employee's return to work.

NON JOB-RELATED ILLNESS/INJURY

Should the District require any medical examination of an employee with a non-job-related illness/injury, the District may designate a doctor for such purpose. This doctor may be the employee's doctor; however, if the employee's doctor is selected, the District reserves the right to require a second medical opinion through another District-designated doctor.

If the first medical examination is not performed by the employee's doctor, and if the employee disagrees with any medical findings of the District-designated doctor, said employee shall have the right to examination doctor of his/her choosing.

In either case, should the findings of the two doctors be inconsistent, a third doctor shall be mutually selected by the following procedure:

The District and the Union shall mutually agree upon an odd-numbered panel of doctors for such purpose. If they are unable to agree upon the names to be included on such a panel, they shall request the Industrial Accident Commission to submit the names of independent medical examiners most frequently used in the San Francisco Bay Area in the various specialties of medicine and these shall constitute the panel. The District and the Union shall select a third doctor from this panel within five (5) working days of the date the dispute is established. The conclusions of the third doctor shall be final and binding upon the parties, and the fee shall be shared 50-50 by both parties.

No employee shall suffer any loss of income or other benefits as a result of any directive to report to a physician, and the time required to report and return from such examination shall be considered as time worked unless the employee is found physically unfit to return to work.

If the findings of the District-designated and employee-selected doctors are inconsistent, no employee shall suffer loss of income or benefits during the first thirty

(30) calendar days after the second doctor's inconsistent conclusions are issued or until the conclusions of the third doctor are issued, whichever occurs first.

Should the third doctor uphold the findings of the District-designated doctor, the employee shall agree in writing to reimburse the District for any income or benefits received to which he/she was not entitled. Reimbursement to the District shall be completed within thirty (30) calendar days from the employee's return to work.

*** Minute Clarification**

The parties agree Paragraph 2 is not intended to exempt employees from notice requirements of California State Law.

9.4 DEFINITIONS

- A. **Incident:** A sick absence, regardless of duration.
- B. **Service Retirement:** Separation from District employment, including application and eligibility for service retirement with PERS.
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9.5 TEMPORARY MODIFIED ASSIGNMENT PROCEDURE

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 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.C.3. 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.C.3.

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.

- A. **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.
- B. **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:

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

C. Alternate Temporary Modified Positions / Assignments:

1. The 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:
 - a. consider returning the employee to work in his/her current position in a modified capacity;
 - b. 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.);
 - c. 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
 - d. 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.
2. If temporary modified work is not available within the employee's own department, the Senior Personnel Analyst of the Disability Office will determine if there

are any unfilled temporary help requests which the employee may be able to fill.

3. 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.
4. 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.
5. 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.
6. If the Department Head or designee agrees with the recommendation, the employee and the Union will be so notified.
7. 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 Senior Personnel Analyst of the Disability Programs Office will, after consultation with the District's Office of Civil Rights, review the matter with the Department Manager of Human Resources whose decision will be binding on the hiring department except as provided in (h) below.
8. The hiring department may, within three days following notice of the Department Manager of Human Resources' decision, appeal the decision to the Deputy General Manager, whose decision will be final and binding.

D. General Requirements:

1. 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.
2. 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.
3. 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.
4. 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 D.1. The Union will receive notification and explanation of such a transfer.

5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.

12. For the purposes of this Program, assignment within any of the following enumerated groupings shall not be considered a change in location:
 - a. Records Center, Interstate Bank Building, TransPacific Center, Lake Merritt Administration Building, Metro Center, Madison Square Building, 4th Street Training Building, Cash Handling Building, Lake Merritt Administration Building; Oakland Shop, Oakland Shop Annex;
 - b. Concord Shop, Concord Transportation Building, Concord Yard, and all locations between Concord Shop and Bay Point;
 - c. Daly City Shop, Daly City Transportation Building, Daly City Yard; all work locations on the SFX extension;
 - d. Hayward Shop, Hayward Transportation Building, Hayward Training Center, Hayward Test Track, Hayward Yard, all locations between Hayward Shop and Dublin;
 - e. Richmond Shop, Richmond Transportation Building, Richmond Yard.

10.0 INTERPRETATION

Should a provision contained in the General Provision of this Agreement be in conflict with a provision contained in Supplemental Provisions, the provisions of the Supplemental Provisions shall prevail.

11.0 HEALTH & SAFETY

11.1 SAFETY *

The District will furnish safe and healthful working conditions and facilities.

The District will furnish adequate devices to ensure safety and sanitation within the requirements of existing laws or regulations applicable to the District. The District and all of its employees shall observe the letter and spirit of all applicable safety standards within federal, state, and CPUC provisions for both employees and patrons.

Should sufficient evidence exist that any law or regulation is not being complied with, such evidence must be submitted to the District.

All matters arising out of this Section shall be handled expeditiously by all parties to effect the correction of any valid safety or health hazard.

Each employee shall be responsible for the proper care and maintenance of his/her tools, equipment and work area. Required tools and equipment and protective garments necessary to safeguard the health of or to prevent injury to a worker shall be provided by the District.

No employee shall be expected to work in the presence of a valid safety or health hazard which he/she can demonstrate to Management as being an imminent threat to his/her health or safety. Should any employee believe that such conditions exist, he/she should so notify his/her immediate supervisor and a Safety Engineer shall be contacted to determine the degree of the existing hazard.

The District agrees to provide physical examinations and other appropriate tests including audiometric examinations on an annual basis for those employees whose work environment can be detrimental to his/her health or the safety of patrons.

*** Minute Clarification**

The parties agree that "demonstration" of a safety hazard in Article 11.0 is accomplished through a reasonable showing

by means of explaining, displaying, and pointing out that a valid safety hazard exists.

11.2 HEALTH & SAFETY COMMITTEE *

Four (4) representatives selected by Management and 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.

11.3 FIRST AID FACILITIES

Prompt ambulance service and first aid to injured employees shall be provided on all shifts. A first aid facility room will be maintained at Hayward, Concord, Richmond, Oakland Shops and Daly City.

Adequate first aid equipment shall be furnished and maintained in all work areas as designated by the Joint Union/Management Safety Committee or the Safety Department.

11.4 BREAK & REST FACILITIES

Present break and rest facilities for use by employees shall continue to be maintained. District and Union shall jointly review areas where said facilities do not presently exist, and shall make every effort to provide same where space is available in stations and other work locations.

Where amenities such as tables, chairs, appliances, etc., are not furnished, the District and Union shall select such by mutual agreement and share equally the cost of providing same.

12.0 FURNISHED EQUIPMENT

12.1 TOOLS

A. Each District employee required to use tools as part of their regular work assignment shall be issued a District-owned set of tools and tool box. Tools will be of the assortment and quality necessary to perform all phases of the assigned work. The District shall provide each employee with a required tool list for the employee's job classification. New employees or employees entering a classification or new section shall be provided a set of

tools and a tool box as itemized on the tool list within five (5) working days following assignment to the classification or section.

- B. The District will conduct a periodic tool check to ensure that all tool kits are complete in the proper amount, quality and type of tools as indicated on the appropriate tool list. Employees whose previously issued tools are missing shall replace all missing tools at their own expense within thirty (30) calendar days of the tool check.

On District time, each employee will permanently "mark" each of his/her issued tools/tool kit to ensure positive identification of ownership with District provided marking equipment.

- C. The District will replace, in kind, broken and unserviceable worn tools for personal tool kits providing the broken or worn tools are properly identified, required by the appropriate tool list, or previously approved tools added to the list by the District and returned to the District. No monetary allowance will be given for these replacements. Replacements of lost or missing tools is the responsibility of the District unless employee negligence is demonstrated.

Semi-annually, tools and tool kits will be subject to inventory and inspection to ensure the required tools are on hand and adequately maintained. Employees shall maintain the proper amount, quality, and type of tools required and have them available for work. Employees shall have fifteen (15) calendar days in which to bring their tools up to issue level.

- D. Special tools and equipment not on the employee required tool list will be issued from the Stock Room or Tool Room on a custody receipt and must be returned to the Stock/Tool Room when the specific task for which those items were issued has been completed. If special tools/equipment are lost or damaged, the employee issued those items shall be held responsible, provided the employee's negligence is determined by Management to have caused the damage or loss.

- E. Issued tools, special tools and equipment are the property of the District and shall not be removed from District property without the express consent of the appropriate supervisor. Terminating and/or transferring employees shall be required to turn in all special tools and equipment previously issued and, if the tools/equipment are not turned in, will be charged for the replacement cost of those missing; provided employee negligence is demonstrated by the District; however, the primary objective will be to have the employee involved arrange for actual replacement.
- F. District furnished power tools, electrical meters, and expensive equipment maintained as personal issue will be repaired at District expense. If employee negligence is determined by Management, causing need for repair or replacement, employee will be held responsible.
- G. No employee shall be required to share their issued tools.

12.2 UNIFORMS *

During the life of this Agreement, the District will not handle uniform maintenance. The following uniform allowances will apply for those classifications as specified by the District:

- A. Five (5) items of uniforms will be available to be worn by maintenance employees. While on duty, one or more of the following items of apparel must be worn at all times:
1. Coveralls
 2. Shirt/slack combination
 3. Bib overalls
 4. Waist-length jacket
 5. Shop coat (full length)

All items listed above must conform as to color, style, material, etc. to District specifications, with the Union to be consulted in development of specifications. It is hoped several Bay Area suppliers will be able to supply proper uniforms as needed.

- B. All uniforms by specification must have the employee's name on front of apparel and BART insignia may be required.
- C. Each maintenance employee, specified by the District, shall be supplied by the District at the District's expense any combination of five (5) items indicated in Paragraph "A" above. Cleaning, repair, and replacement of uniforms thereafter will be the responsibility of the employee.
- D. Washing or cleaning of uniforms on District facilities shall not be allowed. Storing of soiled uniforms in personal lockers is to be discouraged and avoided due to hygienic and fire hazards. Employees are expected to keep uniforms in repair and clean.
- E. Clerical employees not now receiving uniforms will not be eligible for uniform or maintenance allowance. However, if duties of any clerical employee involve handling of dirty materials or servicing of copying machines which may cause frequent soiling of clothing, an allowance of one (1) frock (up to a value of twenty-five [\$25.00] dollars) per contract year can be allowed during the life of the Agreement on an individual basis. No maintenance allowance shall be paid to Clerical employees.
- F. A maintenance allowance of fifty dollars (\$50) semi-annually shall be paid on January 1 and July 1 of each year. This semi-annual maintenance allowance shall increase twenty-five dollars (\$25) effective July 1, 2007 and by another twenty-five dollars (\$25) effective July 1, 2008. This allowance shall be included in the employee's paycheck for the first pay period following January 1 and July 1 of each year. Said allowance shall be for the purchase and/or maintenance of uniforms. Employees hired on October 1 through December 31 and April 1 through June 30 of each Agreement year will be eligible to receive one (1) pair of safety shoes, but will not be eligible for the allowance until the first January or July allowance date after six (6) months of employment in an eligible classification.

*** Minute Clarification**

The Union Chairperson and employees in a disability status of more than three (3) months during a respective uniform allowance period shall not be eligible for said uniform allowance.

12.3 SAFETY SHOES

Safety shoes shall be worn by employees required by the District during their on-duty hours. The District will reimburse up to one hundred twenty five (\$125) dollars to each employee required to wear safety shoes annually upon receipt of purchase. In no event shall any employee be entitled to more than one (1) reimbursement in any fiscal year.

The safety shoes shall be the best suited to the employee's work environment and meet OSHA requirements.

12.4 SAFETY GLASSES

Prescription Safety Glasses

- A. Those employees whose work requires eye protection and presently wear prescription glasses will be furnished prescription safety glasses.
- B. Those employees who presently wear prescription glasses will be required to take an eye examination and utilize whatever medical coverage they have that includes this provision. If the employee's medical coverage does not include eye examinations, the District will provide; however, this does not include "first time" eye examination.
- C. Safety prescription glasses provided under this program shall not be altered without District approval.
- D. Prescription or plano safety glasses shall be worn at all times in the following areas of work:

1. maintenance pits
 2. blowdown pits
 3. machine shops
 4. carpenter shops
 5. during welding, soldering, chipping, grinding, polishing, and buffing.
- E. The District will pay for the glasses and employee may select whatever style he/she wishes provided the glasses comply with prescription safety glasses specifications (American National Standards, Z87.1-1989). Only District authorized optical vendors shall be patronized. The District will provide an updated price list to the Union as soon as it is made available to the District.
- F. Prescription safety glasses furnished under this Section will become the property of the employee and a condition of employment is the requirement to wear them while on the job.
- G. An employee will be allowed no more than one-half ($\frac{1}{2}$) hours at straight time rate of pay off the job for the purpose of purchasing the specified furnished equipment as stated above.
- H. Plano safety glasses will be properly fitted and provided by the District.
- I. The District will provide the Union with a list of vendors within close proximity of all District facilities.
-

12.5 PAYROLL DEDUCTIONS

Employees shall be authorized to purchase safety shoes/glasses, tools and uniforms through authorized vendors using payroll deduction in accordance with prescribed procedures.

The District will post lists of authorized vendors on bulletin boards.

Effective when BAP Phase I goes live, the District agrees to permit employees to authorize the deduction from their paycheck of Committee on Political Education ("COPE") contributions.

13.0 WORK DAY & WORK WEEK

13.1 5-8 WORK DAY & WORK WEEK *

The District established workweek shall begin at 0001 hours Monday and end at 2400 hours Sunday.

A workweek which has been assigned to an employee will be that employee's scheduled work week. The five (5) work days in that work week will be the employee's scheduled work days and the two (2) days off will be the scheduled days off. No premium shall be paid for Saturday and/or Sunday if such days are part of the scheduled workweek. All hours worked on the first or second off-duty day shall be compensated at the overtime rate set forth herein; provided that the employee has worked forty (40) straight-time hours during the regularly scheduled workweek.

An employee shall be assigned a work week which shall consist of five (5) consecutive shifts of eight (8) consecutive hours of work within a seven (7) day period and two (2) consecutive days off (forty-eight [48] hours). An employee's work week starts at the beginning of the shift of the first scheduled day following two (2) consecutive days off of his/her assigned work week.

A work day shall consist of eight (8) consecutive hours of work with a scheduled starting time. Paid rest and lunch breaks provided herein shall be considered as hours worked. Unpaid lunch breaks shall extend the consecutive hours of work by that amount of time of the break.

The designation of an employee's assigned shift shall be determined in accordance with Shift Differential.

There can be a maximum of three (3) shifts within a calendar day. Graveyard shift, Day shift and Swing shift.

- A. Graveyard shift shall be defined as the first (1st) shift of a calendar day.
- B. Day shift shall be defined as the second (2nd) shift of a calendar day.
- C. Swing shift shall be defined as the third (3rd) shift of a calendar day.

Clericals, Staff Assistants, Engineering Aides and similar positions customarily working a five (5) day week Monday through Friday with an unpaid lunch period, prior to the execution of this Agreement, shall continue to do so for the life of this Agreement unless changed by mutual agreement.

Whenever any employee bids a shift, he/she shall not thereafter be assigned to another shift until at least ten (10) hours have elapsed since the end of the previous work assignment.

Subject to other provisions of this Agreement governing choice of shifts, notice of changes in shift assignment shall be given as far in advance as practicable.

*** Minute Clarification**

In the event that voluntary overtime will cause less than ten (10) hours of elapsed time prior to an employee's normal work assignment, then an eight (8) hour turnaround will be applicable.

13.2 4-10 WORK DAY & WORK WEEK *

The District may establish an alternate work week in areas to be identified consisting of four (4) days per week and ten (10) hours per day (4-10 Plan). Employees working under this Plan shall be governed by the following conditions:

- A. Vacation and Sick Leave shall be accrued and used based upon a "ten (10) hour work day" and not an "eight (8) hour work day".

- B. Holidays as provided for under this Agreement shall be accrued and paid on the basis of a "ten (10) hour work day" and not an "eight (8) hour work day".
- C. The work days and work week for employees in this Plan shall be as follows:
1. A work day shall consist of ten (10) consecutive hours of work, with a scheduled starting time. (Paid rest and lunch breaks provided herein shall be considered as hours worked.)
 2. 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.
- D. An employee shall be assigned a work week which shall consist of four (4) shifts of ten (10) consecutive hours of work within a seven (7) day period and at least two (2) consecutive days off (forty-eight [48] hours). An employee's work week starts at the beginning of the shift of the first scheduled day following two (2) consecutive days off of his/her assigned work week.
- E. The designation of an employee's assigned shift shall be determined in accordance with Section 14.2 - Shift Differential.
1. Employees who receive Graveyard shift differential for their assigned shift shall be working on the Graveyard shift.
 2. Employees who do not receive a shift differential for their assigned shift shall be working on the Day shift.
 3. Employees who receive Swing shift differential for their assigned shift shall be working on the Swing shift.
- F. Payment for the shift assigned will be subject to those hours designated for Graveyard, Day or Swing shift, whichever is applicable.

- G. The staffing of shifts and the weekly distribution of the work force shall be determined by Management.
- H. The provisions of this Section shall prevail whenever they conflict with any other provisions of this Agreement for employees working under this Plan, except as provided in Section 19.1.
- I. No employee work unit not currently working on the 4-10 Plan as of the effective date of this Agreement shall be required to work the 4-10 Plan without the concurrence of the parties.
- J. As a specific result of implementation of this Section, there shall be no reduction in the number of employees and special pay premiums stated in Section 14.6 shall apply. The District otherwise maintains the right to reduce that workforce as conditions necessitate.

*** See SEIU/MOU-007-4**

13.3 MEAL PERIODS - MAINTENANCE *

At Management discretion, a thirty (30) minute paid meal period, from one (1) hour before to one (1) hour after the midpoint of the shift shall be granted all employees providing such employees remain at their work locations.

*** Minute Clarification**

It is understood that in some situations, i.e., Wayside during the graveyard shift, that it may be impracticable due to the short duration of non-revenue service to grant the meal period one (1) hour before to one (1) hour after the midpoint of the shift. At management's discretion, the meal period will be provided at a convenient time for the work to be accomplished.

13.4 MEAL PERIODS - CLERICAL

Clerical employees, Engineering Aides and Staff Assistants may request their choice of either:

- A. a forty-five (45) minute unpaid meal period, or
- B. a thirty (30) minute paid meal period.

Management shall adhere to said request unless section scheduling cannot allow. During the months of January and July of each year, clerical employees shall be given an opportunity to select one of the above options. The option chosen shall be subject to section scheduling by Management. In such cases within a section where paid meal periods are not possible on a regular basis, such periods may be scheduled on a voluntary rotation basis. Once an option has been approved, no further changes shall be made until the next "option selection month".

The thirty (30) minute paid meal period from one (1) hour before to one (1) hour after the midpoint of the shift shall be granted to any clerical employee, provided the employee remains at his/her work location, and receives and processes messages.

13.5 BREAK PERIODS

A fifteen (15) minute paid break period shall be provided midway in the first and last half of the shift, or breaks may be taken on an irregular basis as determined by Management.

13.6 SHIFT EXCHANGE *

Employees may request to trade shifts and RDOs provided that:

- A. No additional compensation, shift premiums, or other cost to the District results from such assignment.
- B. Exchanging employees are determined by management to be fully qualified to perform the required tasks of both assignments.

- C. Employees may only exchange with another employee working the same number of hours per shift.
- D. Requests for exchanges must be submitted in writing no later than five (5) days prior to the start of the requested shift exchange.
- E. All requests for exchanges must be approved by management.
- F. No exchange will result in overtime pay for either employee.
- G. No exchange will result in pay for hours not worked.

***Minute Clarification**

TVM's and TVET's must exchange shifts/RDOs within their cost center.

14.0 PREMIUM PAY

14.1 OVERTIME

- A. Time worked in excess of forty (40) hours in a scheduled work week or eight (8) hours in a scheduled workday shall be compensated at one and one-half (1-½) times the existing straight time rate of pay for all actual overtime worked.
- B. All hours worked on the employee's regular days off (RDO) shall be compensated as follows:
 - 1. All hours worked on the first scheduled day off (RDO) shall be compensated at one and one-half (1-½) times the existing straight time rate.
 - 2. All hours worked on the second regular day off (RDO) after working the first regular day off (RDO), shall be compensated at two (2) times the existing straight time rate.

- C. When a shift change is made as a result of an employee voluntarily bidding for such a change, no premium (overtime) compensation shall be paid unless otherwise required by law. When a shift change occurs as a result of an employee being inversely assigned to another shift, the overtime premium shall be payable to that employee.
- D. No individual employee shall be expected to work a continuous sixteen (16) hours in a shift changeover, nor shall an employee be paid for less than forty (40) hours in any work week around a shift changeover.
- E. Overtime worked, including work in excess of the regular workday or an employee's regular days off, except in the case of an emergency or Section 16.4, shall be on a voluntary basis and shall be rotated equally among employees who normally perform said functions during the regular schedule. Emergency, for the purposes of this Section, shall be defined as any condition which has caused, or could cause, injury to persons, or damage to property and/or equipment, major modifications affecting either revenue vehicles or District wayside (right-of-way), power failures, derailments, fires, and natural disasters. In the interest of a cooperative effort toward the continued improvement of reliability of the services provided the public, the Union shall exert every effort to ensure that an adequate number of employees are available to work any overtime indicated necessary by Management. Union officials in each department or division shall work with supervisory personnel to meet the objectives expressed herein.
- F. The District shall maintain an Overtime Exception List. All bargaining unit employees shall be given the opportunity between December 1 of each year through December 31, to express their unwillingness to work any non-emergency overtime by signing an Overtime Exception List to be effective January 1 through December 31, of the following year.

All employees not signing the Overtime Exception List shall be required to work non-emergency overtime in

inverse seniority order whenever there are insufficient employees available from volunteer employees not appearing on the Overtime Exception List.

An employee who signed the Overtime Exception List may subsequently choose to remove his/her name from said list. However, once his/her name is withdrawn from the list, it may not be returned to the Overtime Exception List until the effective date of the next overtime exception sign-up. Employees not signing the Overtime Exception List during the sign-up period may not add their names to the list during the effective period of the respective Overtime Exception sign-up.

- G. As much advance notice as possible shall be given on all overtime.
- H. The steward, in conjunction with Management shall maintain and post any overtime and holiday overtime lists.
- I. Employees refusing overtime shall be credited with the highest hours worked for said refusal and shall be marked in red on the overtime list.
- J. Employees entering classification/new section shall be credited with highest hour accrual within the job classification in their section.
- K. Where two (2) overtime rates are applicable to the same work period, only the higher shall be paid.
- L. A six dollar (\$6) meal allowance shall be paid to employees who have worked more than twelve (12) continuous hours.

14.2 SHIFT DIFFERENTIAL *

Where fifty percent (50%) or more of an employee's shift occurs between the hours of 4:00 p.m. and 12 midnight, a swing shift premium of seven percent (7%) will be paid for all hours worked during the shift at the existing straight time rate of pay.

Where fifty percent (50%) or more of an employee's shift occurs between midnight and 8:00 a.m., a graveyard shift premium of nine and one-half percent (9-½%) will be paid for all hours worked during the shift at the existing straight time rate of pay.

An employee's shift shall be determined in accordance with applicable Shift Differential language in the labor Agreement and the following:

0001 - 0800	-	Graveyard Shift
0800 - 1600	-	Day Shift
1600 - 2400	-	Swing Shift

If fifty percent (50%) or more of an employee's shift is worked between the hours of 0001 - 0800 the employee is working on Graveyard Shift, which is the 1st shift of the calendar day. If fifty percent (50%) or more of the employee's shift is worked between the hours of 0800 - 1600 the employee is working on Day Shift, which is the 2nd shift of the calendar day. If fifty percent (50%) or more of the employee's shift is worked between the hours of 1600- 2400, the employee working on Swing Shift which is the 3rd shift of the calendar day.

Whatever shift the employee is working, he/she shall be compensated in accordance with the applicable rate of pay for that shift including shift differential if applicable.

Any and all hours worked outside an employee's scheduled work shift hours shall be compensated at the applicable rate of pay for all hours worked during the designated hours of each designated shift.

*** Minute Clarification**

In the event that the employees normally assigned shift extends into the next shift due to manpower requirements or overtime needs they shall be paid the shift differential of the shift they are working, or their own shift, whichever is higher.

14.3 STAND-BY PAY

Employees required by Management assignment to remain on stand-by duty, subject to call-in, shall be paid a minimum of one-half ($\frac{1}{2}$) of a day's pay per day during the employee's assigned work week and a full day's pay per day on off-duty days unless such employee is called and released from such stand-by assignment by Management prior to the beginning of stand-by duty. All stand-by pay shall be paid at the existing straight time rate of pay.

Employees who are called in while on stand-by shall receive stand-by compensation for only those actual hours they were on stand-by.

14.4 UNSCHEDULED CALL-BACK *

In the event an employee is called back for unscheduled work outside of his/her regular work day or work week, compensation will be based on a minimum of one-half ($\frac{1}{2}$) day's pay per day at the applicable rate of pay. This Section shall be limited to a specific assignment where broken time is involved. In no event shall an employee be eligible for both stand-by and call-back compensation for the same hours.

*** Minute Clarification**

The understanding of the parties signing off this Section is that the change to existing language which provides that "a minimum of one-half ($\frac{1}{2}$) day's pay per day" shall be paid is inserted to accommodate the five-day and four-day work week. If there is no on-shift steward or on-shift foreworker at that location, management is not precluded from assigning unscheduled call-back using the appropriate department/section overtime procedure.

14.5 LEADWORKER

An employee assigned, in the absence of supervision, as leadworker to lead other bargaining unit employees shall be

paid leadworker premium of seventy-five cents (75¢) per hour additional to his/her applicable rate of pay for such time so assigned.

Lead Assembler: A leadworker position of Lead Assembler with the appropriate premium shall be implemented whenever three (3) or more Assemblers are working on a shift. This Lead Assembler shall be required to have at least three (3) years assembly experience, with leadership potential.

14.6 SPECIAL PAY PREMIUMS

A premium rate shall be paid employees performing special work as defined herein. Employees assigned shall receive a premium rate of forty cents (40¢) per hour above their regular straight time rate of pay for work so assigned. This premium shall increase by \$0.35 per hour to a total of seventy-five cents (\$0.75) per hour effective July 1, 2007. This payment shall be applicable only when employees perform special work which shall include:

- A. Maintenance work performed in sewer sumps, and sewers, and sewer pumps (less motors);
 - B. Operating vehicles of a two rear axle class or higher;
 - C. When employees are required to hold toxic certification licenses for OSHA LD50 ratings #1 and #2 relating to herbicides and pesticides only;
 - D. Any work, including pole climbing but excluding window washing, which shall subject the employee to a fall of more than forty-five (45) feet;
 - E. Working a bilingual shift (Phone Center);
 - F. Exterior car cleaners.
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14.7 TEMPORARY INSTRUCTOR

Whenever an employee is assigned to formally instruct another employee, he/she shall receive one dollar (\$1.00) per hour additional to his/her applicable rate of pay for such time so assigned.

Whenever an employee in a foreworker classification is assigned or directed to conduct orientation or classroom instruction or to prepare instructional material as his/her primary assignment for any part of a day, he/she shall receive one dollar (\$1.00) per hour additional to his/her applicable rate of pay for such time so assigned. These provisions shall not be applicable to incidental instruction by foreworkers in the course of an assignment, if such instruction is not specifically his/her primary assignment during any such hour.

To be eligible for instructor pay, an employee must be assigned by Management to specifically instruct or train an employee on a specific job.

When an employee is assigned to work with another employee on a day-to-day basis, or in cases of familiarization, orientation (including OJT) no instructor pay is due.

Temporary instructors for Maintenance and Clerical Subunit training shall be selected from among the classification being trained, whenever practical, to accommodate special training needs. Temporary instructors shall be paid at the applicable instructor premium while assigned to training.

14.8 COMPENSATORY TIME OFF

Overtime hours worked shall be compensated in one of the following ways upon advance approval by the Department Manager and consistent with operations scheduling requirements of the individual departments concerned:

A. **Compensatory Time:** Time off in lieu of overtime payment. Compensatory time accruals will be limited to forty (40) hours per fiscal year. Employees shall utilize

accrued compensatory time prior to using accrued vacation time.

- B. **Overtime Payment:** Overtime payment to be paid in accordance with Section 14.0 of the Agreement.

Requests to utilize such compensatory time off shall be subject to Departmental approval and scheduling. An employee must elect to receive either overtime payment or compensatory time for overtime hours worked during the pay period in which the hours are worked.

Compensatory time off may be taken in less than eight (8) hour increments and shall be limited to two (2) consecutive shifts. This provision shall apply to the Clerical Subunit (Clerical, Staff Assistants, Engineering Aides) only.

SPECIAL POSITION ASSIGNMENT

- A. Stores: Six (6) Senior Storekeepers shall be maintained in the Stores department at Oakland, Hayward, Richmond, Concord Shop, Daly City, and at Wayside (one at each location).

15.0 VACATION

15.1 SENIORITY & SELECTION: VACATION*

For purposes of vacation leave, District date-of-hire seniority shall prevail. Vacation shall be scheduled the year round. Employees shall be notified by January 15 of the amount of vacation that they have as of December 31 of the previous year. The District shall post vacation schedules by January 15. Vacation selection, in order of seniority, will take place between February 1 and February 28. In each round, an employee, when requested, will bid either verbally or in writing. Each employee will make his/her selection or lose a turn in the pick cycle. At the end of each round, results will be posted for twenty-four (24) hours before additional rounds take place. Vacation schedules shall be set and the final results will be posted by March 15. After February 28,

employees may take unscheduled vacation that is available on a first come, first served basis as long as said vacation does not conflict with the vacation schedule. Any slots which were not bid during the annual vacation selection process will be granted, when requested, on a first come, first serve basis.

- A. Only one (1) vacation leave up to full accrual can be picked in the first go-round. After all employees in the functional classification have made their initial selection, date-of-hire seniority will again prevail for the subsequent selections.
- B. Vacation cancellation shall require five (5) working days notice.

*** Minute Clarification**

The parties agree that once a vacation schedule has been posted for bid, Management shall not change the above posted vacation schedule.

15.2 CANCELLATION DUE TO ILLNESS

Should an employee or a member of his or her immediate family as defined in section 9.1 become ill while the employee is on vacation, the employee may, at his/her option, notify the District to change their pay status from vacation leave to sick leave, subject to the following conditions:

- A. The employee shall present medical verification of the illness to the District upon his/her return to work.
- B. The sick leave used shall not extend the employee's scheduled vacation. Vacation which is not used due to illness may be rebid or taken as incremental vacation leave subject to department/section scheduling.
- C. Vacation charges will not be changed to sick leave charges under this section until the employee complies with the provisions of 15.2.A.

16.0 HOLIDAYS

16.1 NUMBER OF HOLIDAYS *

The District shall observe thirteen (13) contractual holidays per year as follows:

New Year's Day (January 1)
Martin Luther King's Birthday (third Monday in January)
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 Easter Sunday, 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.

16.2 EMPLOYEE'S BIRTHDAY *

No employee shall be required to work on his/her birthday. Birthday holidays shall be observed only on the employee's birthday. However, with a minimum of five (5) working days notice, an employee may elect to convert his/her birthday holiday to a floating holiday which may be scheduled according to department/ section scheduling at no additional cost to the District. Should an employee's birthday fall on his/her day off, he/she shall, at his/her option, receive an extra shift's pay at his/her existing straight time rate for that

pay period, or an extra shift off with pay at the employee's existing straight time rate to be taken consistent with department/section scheduling.

In any year other than a leap year, February 28 shall be considered the birthday holiday for any employee whose birthday is February 29.

In the event an employee's birthday coincides with a contractual holiday, the employee shall, at his/her option, receive an extra shift's pay at the employee's existing straight time rate of pay during the pay period, or an extra shift off with pay at the existing straight time rate, to be taken consistent with department/section scheduling.

*** Minute Clarification**

The parties agree that if an employee does not elect to float his/her birthday holiday pursuant to this Section, the employee shall not be allowed to work on his/her birthday.

16.3 HOLIDAY PAY

In order to be eligible for holiday compensation, an employee must be in a paid status. Definition of unpaid status is as follows: (1) authorized leave of absence; (2) disability insurance after thirty-one (31) continuous days; (3) suspension of more than fifteen (15) days; (4) industrial disability insurance after twenty-six (26) continuous weeks.

In no event shall any employee be permitted to carry over any holiday from one contractual year to the next contractual year.

Should any holiday fall on an employee's day off at his/her option, shall receive an extra shift's pay at the employee's existing straight time rate during that pay period, or an extra shift off with pay at the existing straight time rate to be taken consistent with department/section scheduling.

Should a contractual holiday occur during an employee's recognized vacation, the employee shall, at his/her option,

receive an extra shift of compensation at the employee's existing straight time rate for that pay period, or an extra shift off with pay at the existing rate to be taken consistent with department/section scheduling.

Effective when BAP Phase I goes live, an employee may elect to have the post-tax cash equivalent value of unused floating holidays under section 16.1 (not previously banked) or carryover holidays (shifts received off in lieu of pay for working on a holiday under section 16.2 or 16.3) deposited in his or her MPPP account, subject to applicable legal limitations and the terms of the MPPP plan.

16.4 HOLIDAY OVERTIME

- A. Employees working on a holiday and who are normally scheduled to work that day, will receive one and one-half (1-½) times their regular rate of pay in addition to straight time holiday pay or they may float the holiday in accordance with departmental/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.
 - D. 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.
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16.5 HOLIDAY SCHEDULING *

Should work be required on a recognized holiday and a sufficient workforce as determined by Management be unavailable voluntarily, assignments shall be made by selecting the most junior qualified employee on the seniority roster until work assignments are covered.

The floating holidays for employees will be granted consistent with the scheduling ability of the employee's department or section. Employees must give five (5) working days notice of intent to take a floating holiday. Failure of an employee to give such notice may be cause for refusal of such floating holiday request.

*** Minute Clarification**

After February 28, when the annual vacation bid has been resolved, holidays will be granted for open vacation dates on a first-come, first-serve basis when requested in accordance with this section.

Clerical employees assigned to work locations in the Lakeside Building, Lake Merritt Administration Building, Interstate Bank Building, Metro Center, or Alice Street Building will observe Saturday Holidays on Friday and Sunday Holidays on Monday only if their regularly scheduled work week includes Friday and Monday.

17.0 TRAINING

17.1 TRAINING PROGRAMS *

A. The Union and the District agree the District will provide training for employees which will result in a competent staff and provide a means of upward mobility for all employees. (Employees, as determined by Management, will be given necessary training to enable them to perform assigned tasks).

B. A program shall be continued to assure that new employees receive orientation and familiarization training

within ninety (90) days of initial employment with the District. In addition, ongoing orientation and familiarization training will be provided to keep employees abreast of new developments and important changes in District operating rules and regulations, etc.

- C. A program will be developed to improve and enhance employees' upgrade and promotional opportunities for those employees seeking a more satisfying and meaningful occupation within the District. Employees will also be encouraged to enroll in supplemental training programs under the Educational Assistance Program to further augment District-provided training under this Section.
- D. On prior approval by the Training Division, the District will pay the full cost for all courses, seminars, and workshops completed by the employees.
- E. The District will assign employees to attend training classes providing a sufficient number of volunteers are unavailable subject to departmental or section scheduling.

*** Minute Clarification**

The parties agree that the purpose of the New Hire Orientation Program is to acquaint employees with the terms and conditions of employment and the Union organization/structure and its history. As such, the material presented during the four (4) hours allotted to the Union shall be confined to such matters. The parties agree to meet quarterly to discuss and evaluate the New Hire Orientation Program.

17.2 JOINT TRAINING COMMITTEE *

The District agrees to the formation of a Joint Training Committee, four (4) members to be selected by the Union and 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.

17.3 INTERMEDIATE AND SENIOR CLERKS IN TRAINING *

A. The District has established a Training Division in the Human Resources, Transportation, and Operations Administration and Facilities Maintenance Departments. Bargaining unit positions in the Training Division shall include Intermediate and Senior Clerks.

These positions shall be filled on the basis of qualifications. Methods of testing and training selected bargaining unit employees for the Training staff shall be prescribed by the applicable Department Manager.

Employees selected for these positions shall maintain and continue to accrue classification seniority in that classification while assigned to the Training Division and shall retain the right to revert to their former classifications in the event of a reduction in force or disqualification.

- B. The reporting location for the Intermediate and Senior Clerks will normally be the actual Training facility where the training or work assignment occurs. The routine shift assignment will be 8:00 a.m. to 4:00 p.m. Monday through Friday with Saturday and Sunday as regular days off (RDO); however, reporting location, shift assignment and RDO may be changed as needed.
- C. The special provisions of this Section shall apply to only the above-referenced positions.

*** Minute Clarification**

Management, in its discretion, shall continue to select Intermediate and Senior Clerks in the Training Division on the basis of qualifications. However, to the extent possible, they will be selected from within the Bargaining Unit.

17.4 EMPLOYEE DEVELOPMENT SPECIALISTS

- A. The District has established a Training Division in Human Resources. Bargaining unit positions in the Training Division shall include Employee Development Specialists (EDS). The EDS rate shall be as shown in the base wage schedule.

The EDS shall be selected on the basis of qualifications. Methods of testing and training selected bargaining unit employees for the Training staff shall be prescribed by the Manager of Human Resources.

Reductions in force will be governed by Section 25.0 and reversions, by Section 26.2.

- EDS may be assigned periodically to bargaining unit functions, but will not replace regularly assigned employees.
- B. The reporting location for EDSs will normally be the actual Training facility where the training or work assignment occurs. The routine shift assignment will be 8:00 a.m. to 4:00 p.m. Monday through Friday with Saturday and Sunday as regular days off (RDO); however, reporting location, shift assignment and RDO may be changed as needed.
- C. The special provisions of this Section shall apply to only the EDS.
-

17.5 TRAINING SCHEDULING

The District will assign employees to attend training classes, providing a sufficient number of volunteers are unavailable subject to departmental or section scheduling.

When Training classes are of a duration of one (1) week or more, the employee will have two (2) RDOs on the days immediately following that training week.

A training week for purpose of this Section shall consist of five (5) consecutive days.

17.6 SHIFT DIFFERENTIAL

Employees will not be compensated for travel for attending District-provided training programs within the District. However, the District will continue applicable shift differential during training courses.

17.7 CHANGE DEVELOPMENT AND TRAINING OVERSIGHT COMMITTEE

- A. **Committee Duties:** The District and Union shall each appoint six (6) members to serve on the Change

Development and Training Oversight Committee (“CDTOC”). The Committee shall meet not less than twice a month. Union members shall be released from regularly scheduled duty with pay to attend such meetings. The Committee shall operate by majority vote of those attending. The Committee shall:

1. Assess District-related training and succession needs for SEIU-represented job classifications, including but not limited to those related to change precipitated by new technology;
 2. Develop workforce succession plans for the training of District employees to fill anticipated vacancies in classifications that are difficult to fill with job-ready (i.e. with normal orientation) candidates through normal recruitment procedures.
 3. Determine the prioritization and timing of the expenditure for money in the CDTOC training fund described in subsection B below. Such funds shall be spent exclusively on training of employees as part of succession planning or retraining necessitated by displacement due to reorganization related to BAP I and II.
 4. Develop outside sources of funding for District training efforts.
 5. Explore the possibility of coordinating District training and training planning efforts with those of other non-District entities for the purpose of leveraging maximum value for the District of District training expenditures.
- B. **CDTOC Training Fund:** The District shall provide forty thousand dollars (\$40,000) as seed money for a CDTOC training fund no later than July 1, 2006. Such fund shall also include funds identified pursuant to paragraph A.5 immediately. Money in the CDTOC training fund shall be used exclusively for training employees for succession and change related job transition or retraining purposes.
- C. **Transitional Protection.**

1. An employee whose position is identified for elimination as a direct result of reorganization related to BAP Phase I or II shall not be laid off for one (1) year after the effective date of the position elimination. This requirement shall be waived if a bona fide emergency occurs during the one-year period. Such employees shall receive priority for training assistance pursuant to subsection A.4 above.
 2. For purposes of this subsection, a “bona fide emergency” includes a natural or human-made disaster or similar exigency that jeopardizes or has compromised the physical integrity of the BART system or the region it serves in such a manner as to give rise to a reasonable expectation that the District’s revenues may be seriously impacted.
 3. The District agrees that it will withdraw the layoff notices given to bargaining unit members due to adoption of the FY 06 budget (approximately 7 System Service Workers, 4 Utility Workers, 3 clerical employees and 2 staff assistants). These employees will not be laid off for at least one (1) year.
- D. **Early Separation Incentives.** The District may offer early separation incentives to assist in reducing involuntary layoffs. The incentive may be targeted to a specific classification(s) and limited to the number of early separations desired by the District within that classification. The incentive shall consist of one (1) week’s straight time base pay for each year of the voluntarily separating employee’s District service up to a maximum of twenty (20) weeks for twenty (20) or more years.

18.0 NON-DISCRIMINATION/AFFIRMATIVE ACTION

18.1 EQUAL OPPORTUNITY

The intent of this Section is to continue efforts of equal employment opportunity for all persons and to establish

methods for resolution of defined equal employment problems.

Further, the intent is designed to meet the spirit and letter of the Federal Civil Rights Law, Executive Orders and Amendments, and the State of California Fair Employment Practices Act.

Finally, the parties agree no employee covered by this Agreement shall suffer discrimination because of his/her membership and participation in the Union.

Should procedures negotiated relating to promotion and/or reduction in force produce results contrary to these objectives, the parties may, by mutual agreement, seek to achieve these objectives by ways and means outside the established seniority procedures.

There shall be no discrimination in the application of provisions of this Agreement in recognition of such, the parties are committed to ensure these provisions are applied equally to all employees without regard to race, color, religion, handicap, sex, sexual orientation, age or national origin and in a manner consistent with the stated Affirmative Action Policy of the District.

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 four (4) committee members selected by the Union and a like number selected by Management, with each Subunit to monitor affirmative action policies.

19.0 SPECIAL PROVISIONS

19.1 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:

- A. Standard eight (8) hour, five (5) day work week.
- B. **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.
- C. **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.
- D. **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 nine (9) hour workday, the holiday shall be paid at a nine (9) hour rate of pay. Holidays falling on an employee's RDO or eight (8) hour day shall be paid at an eight (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.

19.2 FOREWORKERS

- A. Foreworkers base wage rates shall reflect a differential of at least ten percent (10%) between said Foreworker and the highest classification supervised.
- B. Foreworkers shall be responsible for informal counseling and, as necessary, for administering the first step of the disciplinary procedure (verbal reprimand). Further, Foreworkers shall be responsible for informing their immediate supervisors of problems that may lead to further disciplinary action. These responsibilities shall be reflected in the job descriptions.
- C. When there is a temporary Foreworker vacancy, the District may fill the position through the use of Foreworker overtime or an upgrade of the senior, qualified employee who can perform the work on the given day, shift, and at location where the vacancy exists. If overtime is required in the next lower classification, overtime will first be offered to the Foreworkers at the location before an upgrade is offered. If a Foreworker call-in is required, the District will only upgrade until the Foreworker arrives. If unable to fill as stated above, then classification seniority will apply.
1. In the event the temporary vacancy extends beyond thirty (30) days, the procedure as described in Section 27.1 (Position Assignment) of the Agreement will apply.
 2. Foreworker duties will not be performed by non-bargaining unit employees.

Also, retain Side Letter 1-3 - System Foreworker Job Description.

20.0 UNION REPRESENTATIVES

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:

BART Chapter:

1. Chapter President;
2. Two (2) Vice Presidents;
3. Contract negotiations;
4. A chief stewards meeting, four (4) hours per month per chief steward with five (5) days prior notice to the District;
5. Eight (8) hours preparation time for one (1) chief steward per scheduled arbitration;
6. 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 using the District's inter-office mail, e-mail, and a telephone 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 2005-2009 Agreement is as follows:

BART Chapter:

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

BART Professional Chapter:

- One (1) full-time representative (Chapter President)
- One (1) Chapter Vice President
- 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. 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 differential for time worked.
- F. During their respective terms of office, the President and two vice-presidents of the BART Chapter and the President and vice-president of the BART Professional Chapter shall receive relief differential in recognition of

their variable work schedules, as reflected in current practice.

21.0 GRIEVANCE PROCEDURE

21.1 DEFINITION

A Grievance shall be defined as any dispute which involves the interpretation or application of this Agreement, scope of representation, and such rules, regulations and resolutions presently in force or as may from time to time be adopted by the District.

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. **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 issue 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 containing the names of eleven (11) neutral arbitrators utilized and mutually agreed upon 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 arbitration, each party shall be represented by the advocate of their choosing. Written briefs shall be filed at the discretion of the arbitrator.

If the matter is referred to formal arbitration, an impartial arbitrator shall be selected from the Arbitration Strike Sheet containing the names of eleven (11) neutral arbitrators utilized and mutually agreed upon by the parties. The parties shall alternately strike names from the list until one (1) remains who shall

then be the arbitrator. In the event the selected arbitrator is not available within sixty (60) working days, then the next arbitrator on the list in inverse order will be selected.

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 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 after the five (5) working day period, no other substitution is permitted, except by mutual agreement.

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

21.3 WITNESSES

Parties who may have direct knowledge of circumstances relating to the grievance may be present at the request of either party during any stage of the procedure. In the case of employees, they shall be compensated at their regular rate of pay for actual time spent in such meetings.

21.4 TIME LIMITS

A. Grievance Processing: The time between the steps of the procedure may be extended by mutual agreement. Failure by the employee or Union to follow the time limits, unless extended by mutual agreement, shall cause the grievance to be considered withdrawn; failure by the District to follow the time limits, unless extended by mutual agreement, shall cause the grievance to be deemed settled in favor of the employee.

B. Grievance Resolution Processing: The District shall process grievance resolutions and arbitration awards to the Accounting Division within two (2) weeks of the date that the Human Resources Department and the Union agree to the grievance resolution, or within two (2) weeks from the date the Human Resources Department receives the arbitration award.

In cases where processing of the arbitration award or grievance resolution depends on information or materials to be supplied by the employee or Union, the time limits set forth above shall be suspended until the information or materials is supplied to the Human Resources Department.

22.0 DISCIPLINE PROCEDURE

22.1 PRE-DISCIPLINARY HEARING REQUIRED

With discipline cases, no non-probationary employee may be suspended without pay or discharged for disciplinary reasons without a pre-disciplinary hearing before a hearing officer designated by the District.

22.2 PRE-DISCIPLINARY HEARING

When required under section 22.1 above, a pre-disciplinary hearing before a hearing officer designated by the District shall be commenced within fifteen (15) calendar days or a mutually agreed upon date after the charging supervisor notifies the employee in writing that he or she is recommending disciplinary action against the employee.

The selection of the hearing officer by the District shall be from a panel which has previously been submitted to the Union for review.

22.3 DEROGATORY MATERIAL

Derogatory material over eighteen (18) months old will not be admissible for disciplinary or grievance proceedings and may not be utilized in evaluating an individual for promotion. No matter not in the official personnel file or referred to in the official personnel file shall be used as the basis of discipline. For the purposes of this section, derogatory material is defined as:

- A. Memoranda/correspondence relating to employee discipline; or
 - B. Special memoranda/correspondence which reflects adversely on an employee's performance not submitted in connection with a standard performance evaluation form.
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22.4 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.
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23.0 SENIORITY

23.1 DISTRICT DATE-OF-HIRE

District Date of Seniority is the date of initial full-time employment with the District. Employees entering/ re-entering the bargaining unit after the signing of this Agreement shall have as their date-of-hire the date of their entry/ re-entry into the bargaining unit.

This Section shall not apply to employees covered under Article 26.3 (Employees Holding/Accepting Positions Outside the Bargaining Unit).

23.2 CLASSIFICATION SENIORITY

Classification seniority is the date of entry into a position within a given classification.

23.3 COMMON SENIORITY DATE

In the event of a common date-of-hire, seniority will be determined by lot in the presence of an uninvolved Union steward.

Common classification dates shall be decided by date-of-hire.

23.4 SYSTEM-BIDDING SENIORITY

Bidding system-wide shall be by date-of-hire seniority.

23.5 TERMINATION OF EMPLOYMENT

An employee's seniority rights and length of continuous service shall conclude upon termination of employment.

24.0 BIDDING

24.1 CLERICAL SUBUNIT *

A. Clerical Subunit vacancies shall be filled as follows:

1. First option to bid shall go to qualified employees within the classification, with District date-of-hire to govern.
2. If unable to fill under the provision of "1" above, bids shall be accepted from employees in the next lowest classification, with qualifications and District date-of-hire seniority to prevail and, simultaneously, from employees from comparable/parallel classifications, with qualifications and District date-of-hire seniority to govern.

3. For purposes of promotional bidding only into the BART Professional Chapter, the following positions shall be considered comparable/parallel:

Senior Clerk - Administrative Secretary - EA III
 Intermediate Clerk - Senior Secretary - EA II
 Clerk - EA I

- B. Information Center (ACDS)/RS&S Trouble Desk - Prior to District-wide bidding, vacated and/or newly created positions shall be bid within the Information Center and RS&S Trouble Desk, with classification seniority to govern. Upon completion of Information Center or RS&S Trouble Desk bid, vacant shifts shall be posted District-wide.
- C. Employees in the Clerical Subunit who are away from the District during the entire time a position is posted for bid may submit an Advance Bid Form through the appropriate Union Chief Steward, provided the bid is processed in accordance with Section 24.3 of the Agreement (System Bidding Procedure). In order to be eligible for a position, the employee who bids via the Advance Bid Form must be in a working status on the day the job is to be filled. Should the employee not be in working status on the day the position is to be filled in accordance with Section 24.3 (System Bidding Procedure), the employee's bid will automatically become null and void and thereafter the next senior qualified bidder will be awarded the position.

*** Minute Clarification**

Bids for positions in the Clerical Subunit shall be considered in the following order:

Clerical Sub-Chapter

Clerk: OT, CIV, CIII, CII
 Clerical Foreworker: CFII, CFI, OT, CIV, CIII, CII
 Secretary: SIII, SII
 Engineering Aide: EAIII, EAII, EAI

BART Professional Chapter

Staff Assistant*: SAIV, SAIII, SAII, SAI (by functional classification)

* refer to pay grades in Section 28.2

24.2 MAINTENANCE SUBUNIT *

- A. Employees within the classification in which a job opening exists shall be afforded the first opportunity to select the job opening based on classification seniority in accordance with the Advance Bid Procedure, Section 24.5.
- B. If unable to fill from the Advance Bid Procedure, Section 24.5, the supervisor, in conjunction with the steward, shall contact the senior qualified employee in the next lowest classification and offer said employee the vacant position. If the employee accepts the promotion, the vacancy in the higher classification will not be posted for bid.
- C. The above procedure shall apply to all descending functional classifications, with classification seniority and qualifications to govern.
- D. Upon completion of intra classification bidding, all moves shall be accomplished within a period of two (2) calendar weeks. If employee is not moved within the specified two (2) week period, the affected employee will be compensated at the applicable rate of the awarded position for all hours worked thereafter until the move, pursuant to bid, has been completed.
- E. Employees shall be ineligible to bid when a job opening in their classification is offered system-wide.
- F. Upon return from an authorized absence of thirty (30) working days or less, an employee shall have five (5) working days in which to bid into any job opening which occurred during said absence, with classification seniority and qualifications to govern. If the job opening has been

filled, the returning employee shall have bumping rights only to vacancies which have occurred within the last thirty (30) working days. For absences beyond thirty (30) working days, the employee shall submit an "Advance Bid Form" prior to departure for said leave. No retroactive pay shall be allowed.

G. A complete classification rebid shall be accomplished only with the mutual agreement of the Union and the District, with the understanding that both parties shall strive towards accomplishing the rebid in the most efficient manner.

H. (Addendum to Maintenance Bidding Procedures)

It is agreed Hayward Shop Component Repair Section will be considered as a separate entity divorced from Service and Inspection and Main Repair Organization at Hayward in accordance with the Advance Bid Procedure, Section 24.5.

*** Minute Clarification**

Vacancies in Maintenance Subunit classifications which are identified as "continuously open" will be filled through the Internal Maintenance Bidding Eligibility List. Full-time District employees can apply for consideration for any identified Maintenance Subunit position (lateral or promotion) on a continuous basis. When the District elects to fill a vacancy, the name(s) of pre-qualified candidates will be referred to the hiring supervisor upon the completion of the Process identified in Section 24.2(A).

Maintenance positions which the District elects to fill that are not filled through the Internal Maintenance Bidding List will be posted for two (2) weeks.

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).

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.
- C. 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, 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 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.

*** Minute Clarification**

Notwithstanding any other provision of this agreement, an open vacant Irrigation Worker position shall be filled first by the most senior Groundswoker who possesses the qualifications required by the District for the position, as reflected in current practice.

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 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.

24.5 ADVANCE BID PROCEDURE

Within each Functional Classification of the Maintenance Subunit, all employees shall be required to have on file at all times with the District an Advance Bid Form indicating their priority preferences for shift, rest days and work location for their classification.

While there is no limit on the number of forms an employee may submit, only the most current form will be used to fill an open position, provided the most current form was filed by the employee at least twenty-four (24) hours prior to the bid, the last form on file immediately preceding the twenty-four (24) hours before the bid shall be used.

A Chief Steward and Management designee (clerical) shall process the advance bid procedure.

Position awards made as a result of the advance bid form shall be final and binding upon the employee and the District.

Should the District be unable to fill a position opening by means of the above procedure, said position shall be posted for bid in accordance with the System Bidding Procedure (Section 24.3).

Any changes in bid specifications (such as RDOs, shift, work location, hours, or newly created or vacant existing positions that are not subject to Section 24.3) must be posted at least seven (7) days prior to processing through this procedure.

The Union will be given at least seven (7) days prior notice of any District intention to redline or abolish a position.

All Advance Bid information and material shall remain confidential.

Implementation procedures are as follows:

1. (a) A job is eliminated or
 - (b) A job is eliminated and a new job is created
 - (c) A vacant position is to be filled that is not subject to Section 24.3
2. (a) Maintenance employee persons whose jobs have been eliminated will then use ABF to go to where their seniority will carry them. Example: #1 choice is checked; if a senior person is in that job then #2 choice is checked. This continues until a junior person is filling a particular choice. The person whose job was eliminated then takes this job. The process is repeated with the affected employee. This will continue through the seniority list until:
 - 1.) The last person fills the open slot or
 - 2.) The affected employee fills an open slot

- 3.) The last affected employee is assigned an open slot because their ABF did not reflect a choice held by a junior employee or
 - 4.) If no open slots are available then a Reduction in Force has been initiated and Section 25.2 is followed.
- (b) In the case of I(b), the newly created job is bid as in the normal way of an ABF Procedure. When the bid reaches the person whose job was eliminated then this person has their #1 choice checked to see if it is occupied by a senior or junior employee. If a senior employee is holding the slot, their #2 choice is checked. This continues until a choice is held by a junior employee. This employee will then follow this same procedure. The bid continues through the entire seniority roster until:
- 1.) The last person fills the open slot or
 - 2.) The last affected person is assigned the open slot because his ABF did not reflect a choice occupied by a junior employee.
 - 3.) All affected employees shall remain in their positions until the effective date of the change over.

24.6 FOREWORKER EVALUATION COMMITTEE *

A Foreworker Evaluation Committee shall be established to evaluate candidates for promotion to Foreworker. This Committee shall be composed of three (3) individuals designated by Management and three (3) by the Union. The individuals designated by the Union shall be from the Foreworker classification. The Committee shall consider all bids of qualified applicants previously screened against the Foreworker qualifications specifications as provided for in Side Letter (SEIU-1-3). The Committee shall establish

procedures for making recommendations for promotion consistent with the District Affirmative Action Policy. The recommendations by the Committee shall not be reversed by the District except for just cause or unless it is clearly demonstrated that the Committee has abused its wide discretion to make selections among applicants. Criteria for promotion will include examination of the personnel file, attendance record, previous work experience, previous training and experience, merit, ability, leadership potential and education. Where qualifications are equal, seniority shall prevail in making recommendations and any employee who applied for promotion with a higher seniority than the employee selected will be given an interview with a Management member of the Committee explaining its decision. The Union may submit to arbitration under the arbitration terms of the Agreement any grievance of such individuals. The issue in said arbitration will be whether the Foreworker Evaluation Committee clearly abused its discretion or violated the District Affirmative Action Policy or whether the District representative making the final decision reversed the recommendation of the Committee without just cause. Pending such appeal, the selected individual or individuals shall serve in the position(s).

*** Minute Clarification**

The Committee may seek the aid of the Human Resources staff for assistance in the development of criteria for standard selection procedures.

In reference to the above- mentioned criteria, the Maintenance Foreworker Selection Guidelines dated March 29, 1983 shall be used as the current criteria, and if changed a copy shall be forwarded to the Union.

24.7 RELIEF SHIFT

The District may establish positions designated as Relief Shift positions.

Such positions may be utilized for job assignments involving multiple starting times and report locations which cannot be

covered through the normal fixed work location procedures with the available personnel.

Such positions shall be filled through the normal bidding procedures.

Employees awarded such positions shall be granted a twelve percent (12%) differential above the base rate of pay for the classification for all hours worked.

There will be no reduction in the affected classification workforce as a specific result of the implementation of this Section.

24.8 ELIGIBILITY BIDDING POOLS

Employees may bid on jobs within the maintenance subunit that are “continuously open” through the Internal Eligibility Pool.

The following procedure will apply for admittance into any Internal Eligibility Pool:

- A. Employees must submit a separate short form application and resume for each position that they are interested in. Each application received by Human Resources will be date stamped.
- B. The application is then forwarded to the Human Resources Department for “paper screening” to ensure that the required Minimum Qualification are met by the applicant. Human Resources will acknowledge, in writing within ten (10) days, the receipt of the application to the employee.
- C. Human Resources will inform the applicant if they are rejected so that the applicant may submit additional information for future review and consideration.
- D. Where the employee meets the Minimum Qualifications and passes required tests, as applicable, the employee’s application will be forwarded to the hiring supervisor by

Human Resources within two (2) weeks. Where practicable, the hiring supervisor will interview the applicant in a timely manner.

- E. It will be the hiring supervisor's responsibility to verify the applicant's stated experience and documentation. The hiring supervisor will then make arrangements for any interview or any additional testing, if required.
- F. Once the hiring supervisor has made the determination that the employee meets the requirements, the employee's name will be added to the Internal Eligibility Pool.

The Human Resources Department will forward to the Union a quarterly listing of all Internal Eligibility Pools. Employees in the Internal Eligibility Pool will be listed in seniority order by District Date-of-Hire.

Job positions that come open will be filled in the following manner:

1. The Human Resources Department will contact the senior employee by Date-of-Hire and offer the position to the employee.
2. If the senior employee declines the position, the next senior employee will be offered the job. This will continue until the position is filled.
3. Any employee who declines a position will still remain in the Internal Eligibility Pool.

25.0 REDUCTION IN FORCE

25.1 CLERICAL *

In the event of a reduction in force within the Clerical Subunit, classification seniority shall be first controlling, in inverse order.

Thereafter, an employee may revert to any position or classification previously held or for which the employee is otherwise qualified by utilization of District date-of-hire seniority.

If an employee reverts to a position the employee has or has not previously held, but is qualified to hold, employee's date-of-hire seniority shall be employee's classification date in that position.

In the event a vacant position exists, or will soon be created, within the classification of an employee whose position has been abolished, said vacancy shall not be posted. The Clerical Chief Steward shall contact the employees involved in any potential reduction in force and, in seniority order, determine whether any of such employees are interested in the vacant position(s). Employees shall have no more than thirty (30) minutes in which to accept or reject said vacant position.

Thereafter, the same procedure shall apply to descending classification, as applicable.

In the event a vacant position exists and no reduction in force is in progress, the vacant position will be made available, prior to becoming available through the bidding process, to any qualified employee separated from the District through a reduction in force based on date-of-hire seniority.

An employee may not bump into a position of a higher rate of pay than that of any previously held position.

*** Minute Clarification**

If the Reduction In Force begins in the Staff Assistant unit, the BART Professional Chapter President shall be contacted in order to conduct the RIF until the process has been completed within the Staff Assistant unit.

25.2 MAINTENANCE

- A. In the event of a reduction in force within a functional classification, classification seniority shall first be controlling in inverse order.
- B. Thereafter, an employee must first revert to any position or classification previously held for which the employee is otherwise qualified by utilization of District date-of-hire seniority. The employee's classification seniority date shall be the original date of entry into the classification.
- C. However, an employee may bump to any position or classification not previously held, or for which the employee is otherwise qualified by utilization of District date-of-hire seniority. The employee's classification seniority date shall be the date of entry into the classification.
1. The employee must first bump into any open/unfilled position within the classification, or
 2. If no open/unfilled position exists, the employee may use his/her date-of-hire seniority to bump within the classification.
 3. The person whose job was bumped shall exercise his/her seniority to bump within the classification.
 4. Thereafter, all bumps for affected employees in lower classification shall be governed by District date-of-hire seniority.

25.3 RECALL

- A. In the event any position is reinstated or there becomes an opening, the position shall first be offered within the functional classification. Thereafter:
1. Employees separated from the classification due to a reduction in force shall be afforded a single option to be reinstated to the classification in the inverse order in which they were removed. If the affected employee

has subsequently bid to a new classification, he/she shall have a single option to utilize this section.

2. The affected employee shall select any open position within the classification.
 3. Classification seniority shall be the original date of entry into the classification.
 4. Employees separated from the District shall have the option of applying for a position in a lower classification at a lower pay level. However, said employee can reject such an offer and still remain on the recall list.
- B. Employees separated from the District by reduction in force shall be recalled (reinstated) by District date-of-hire seniority based on the following formula: each employee shall have recall rights for a period of two (2) years from the date of separation. Seniority for such recalled employees shall continue up to reinstatement. In the event any position is reinstated or opened, the position shall be first put through the bid procedure within the pick unit. Thereafter:
1. The recalled employee shall first bump into the classification by use of original classification seniority.
 2. The person whose job was bumped shall exercise his/her seniority to bump within the classification.
- C. Notices of recall (reinstatement) shall be by certified mail, return receipt requested, or by telegram. Employees on the reinstatement list shall have ten (10) calendar days from the receipt of certified mail or telegram to accept or reject the reinstatement. Employees shall have the right to reject, without prejudice, offers of re-employment of less than sixty (60) calendar days. Absent illness and/or disability, failure to accept or reject reinstatement within ten (10) calendar days will result in loss of recall rights. Notice and proof of illness and/or disability must be supplied to the District within ten (10) calendar days from the date of recall notice.

- D. No job training of the displacing employee other than familiarization / orientation shall be provided by the district.
 - E. The District shall advise each affected employee at the time of layoff of the normal job posting location and the phone numbers for employment "hot lines" for available positions. In addition, the job posting summary sheets which are posted bi-weekly shall be mailed to each employee in a recall status.
 - F. It is the responsibility of the employee to remain aware of available positions for recall. Failure of the District to contact the employee or mail job posting summary sheets will not result in a claim by the employee that they were unaware of an available position. It will continue to be the responsibility of the employee to advise the District of their correct mailing address.
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26.0 PROBATION

26.1 NEW HIRES

Any new or rehired District employee (other than recall from layoff) shall, for the first one hundred twenty (120) calendar days of service be considered a Probationary employee. The District shall evaluate each such employee following the sixtieth (60th), ninetieth (90th), and one hundred tenth (110th) calendar day of employment, and evaluations shall be reviewed with each employee.

Each employee, upon request, shall be entitled to Union representation with regard to such evaluation. However, probationary dismissals shall not be subject to the grievance procedure except where evaluations have not been written in a timely manner or where discrimination, as defined elsewhere in this Agreement, is charged.

A probationary employee shall have no seniority rights but, upon completion of the probationary period, such rights will date back to the date of employment.

26.2 PROMOTION WITHIN THE BARGAINING UNIT *

- A. An employee who has been promoted or has accepted a downward or lateral bid shall have the option for sixty (60) calendar days to revert to his/her former position without loss of seniority or other benefits. The first day of "reversion" period shall coincide with the commencement of the Probationary Period.
- B. The first day of the Probationary Period shall commence on the day when the successful bidder has been actually assigned to perform the duties of the awarded job. An employee who has been promoted shall be evaluated following the thirtieth (30th), sixtieth (60th) and eightieth (80th) calendar day and the evaluation shall be reviewed with each employee. Upon satisfactory completion of the Probationary Period, the employee's classification seniority date shall be the date upon which the job was awarded rather than the date on which the work of the new job was actually assigned.
- C. In the case of Maintenance, lateral bids with no change in classification, for the purposes of RDO's, shift and/or location change, the sixty (60) day option shall not apply.
- D. If an employee is rejected from the position during the probationary period, he/she shall have the option to revert to his/her former position without loss of seniority or other benefits.
- E. In the event of A or D above, if the position previously held has been eliminated, the employee shall have bumping rights to a position within the classification previously held.
- F. Employees who are rejected for promotion under this Section (Paragraph D) have the right to grieve said rejection.

*** Minute Clarification**

The parties agree that they may mutually agree to extend the probationary period including reversion rights, of an employee under this Section beyond the day period up to a maximum of one hundred eighty (180) days on a case-by-case basis, in order to better evaluate the employee.

Requests by the District for such extensions will not be unreasonably denied by the Union.

26.3 EMPLOYEES HOLDING/ACCEPTING POSITIONS OUTSIDE THE BARGAINING UNIT

- A. An employee who accepts a position outside the bargaining unit shall have the option to revert to his/her former position for a period of sixty (60) days without loss of seniority or other benefits.
 - B. If an employee under this Section is rejected for a position during the probationary period, he/she shall have the option to revert to his/her former position without loss of seniority or other benefits.
 - C. In the event of A or B above, if the previously held position has been eliminated, the employee shall have bumping rights to a position within the classification previously held.
 - D. The benefits of this Section shall not apply to an employee who is not a member of the Union in "good standing". A member in "good standing" is defined as a member of the Union who continues to pay full Union dues.
 - E. Employees who comply with Paragraph D shall be entitled to revert to the bargaining unit with their original date-of-hire. Classification seniority shall not be accrued for time spent outside the bargaining unit.
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27.0 TEMPORARY POSITIONS

27.1 POSITION ASSIGNMENT *

A. Temporary Vacancy - Clerical Subunit:

1. For the first sixty (60) days of any temporary vacancy, the District may upgrade any employee from the next lowest classification in the Department with District date-of-hire seniority and qualifications to govern, and will not be obligated to post such opening for bid. Should the employee in the department accept the position, the resulting vacancy shall be filled by temporary agency personnel.
2. If the employee in the next lowest classification in the department rejects the position, the District may upgrade an employee from the next lowest classification outside the department with District date-of-hire seniority and qualifications to govern.

If the employee from outside the department accepts the position, the resulting vacancy shall be filled by temporary agency personnel.

If the employee outside the department rejects the position, the original vacancy shall be filled by temporary agency personnel.

3. If there is not an employee to upgrade in the department in the next lowest classification or the employee in the department in the next lowest classification does not qualify, the District may upgrade an employee outside the department in the next lowest classification with District date-of-hire seniority and qualifications to govern. If the employee outside the department accepts the position, the resulting vacancy shall be filled by temporary agency personnel.

If the employee outside the department rejects the position or does not qualify, the District may upgrade an employee from the next lower classification in the originating department with District date-of-hire seniority and qualifications to govern.

If the employee in the department accepts the position the resulting vacancy shall be filled by temporary agency personnel.

If the employee in the department rejects the position or does not qualify, the original vacancy shall be filled by temporary agency personnel.

4. In the event the temporary vacancy extends beyond the sixty (60) day period, but there is reasonable cause to believe the employee who vacated the position temporarily will soon return, the temporary assignment may be extended by mutual agreement of the District and the Union.
5. In the event the temporary assignment extends beyond the sixty (60) day period and there is reasonable cause to believe the employee who vacated the position will continue to be absent for a significant additional period of time, the vacant position will be posted for bid consistent with the seniority provisions of this Agreement. Such posting will be carried out with the understanding the employee who secures the position via bid will hold the new position on a temporary basis for the first nine (9) months, and may be caused to return to his/her former position if the original incumbent returns within that time. If his/her former position no longer exists, he/she shall be afforded the right to utilize his/her classification seniority rights with his/her former classification and Functional Classification. (Where "Functional Classification" is used above, it is understood it could refer to "Section" or "Classification", depending on the seniority provisions of the particular subunit.)
6. This Section shall not be utilized to circumvent the assignment of an employee to a higher classification on a permanent basis.

B. Temporary Vacancy - Maintenance Subunit:

1. For the first thirty (30) days of any temporary vacancy, the District may assign any employee by classification

seniority within the Functional Classification to perform that work, and will not be obligated to post such opening for bid. If unable to fill the vacancy from within the Functional Classification, the District may select an employee from outside the Functional Classification with District date-of-hire seniority and qualifications to govern. In the event the temporary vacancy extends beyond the thirty (30) day period, but there is reasonable cause to believe the employee who vacated the position temporarily will soon return, the temporary assignment may be extended by mutual agreement of the District and the Union.

2. In the event the temporary assignment extends beyond the thirty (30) day period and there is reasonable cause to believe the employee who vacated the position will continue to be absent for a significant additional period of time, the vacant position will be posted for bid consistent with the seniority provisions of this Agreement. Such posting will be carried out with the understanding the employee who secures the position via bid will hold the new position on a temporary basis for the first nine (9) months, and may be caused to return to his/her former position if the original incumbent returns within that time. If his/her former position no longer exists, he/she shall be afforded the right to utilize his/her classification seniority rights with his/her former classification and Functional Classification. (Where "Functional Classification" is used above, it is understood it could refer to "Section" or "Classification", depending on the seniority provisions of the particular subunit.)
3. This Section shall not be utilized to circumvent the assignment of an employee to a higher classification on a permanent basis.

C. **Return to Work:**

1. In the event the absent incumbent does not return within those nine (9) months or, if at the time of the initial absence there is reasonable cause to believe the absence will extend in excess of nine (9) months, the

District may fill the vacant position on a permanent basis, while only guaranteeing the absent incumbent the right to return to an open position to his/her former classification at the then-existing rate.

2. In the event the absent incumbent returns after nine (9) months and no open position exists in his/her former classification, the employee will be offered any existing open position in a classification as near as possible to his/her original classification and qualifications. Paragraphs A2), B2) and C1) of this Section do not apply to industrial injuries.
3. If no open position exists pursuant to C.1 or C.2 above, the employee shall be deemed on inactive layoff status eligible for recall in the same manner and for the same duration as provided under section 25 of this Agreement.

D. Specific Project Assignments:

By mutual agreement of the employee and the Union, the employee may be assigned to report to locations other than their bid locations. This provision is only applicable to Track and Structures, Power/Mechanical and Plant Support pick-units.

Employees who are assigned away from their bid work location for two (2) consecutive work days or more may be required to report directly to, and be released from, an alternate work location for the duration of the assignment at no additional cost to the District. The duration of the assignment will not exceed thirty (30) days. The parties understand that such assignments away from the employees' normal reporting locations will be in those situations where employees are working on a specific project for the above referenced pre-determined time-frame. The Union will be given at least one week's notice to provide a list of employees who will be required to report directly to their work assignment.

The District shall provide all necessary tools and equipment to perform the job. When practical and

feasible the District will provide restroom and clean-up facilities.

*** Minute Clarification**

The District agrees that it is not the intent of this Section to create an unreasonable hardship on employees. In making such assignments, the District will consider factors such as availability of parking, availability of public transportation and geographic location.

*** Minute Clarification**

The parties agree that a temporary vacancy is defined as the opening of a bid position due to a vacancy or any other temporary absence of the incumbent for any reason.

This clarification does not preclude the District from exercising its right to determine whether or not a vacant position will be filled.

27.2 TEMPORARY UPGRADE

An employee temporarily assigned by the District who performs duties in a higher classification, will receive the first entry rate of such higher classification, or five percent (5%) above their present rate of pay, whichever is greater, as acting pay while fulfilling said assignment. No reduction in pay shall occur because of any temporary assignment.

This Section shall not be utilized to circumvent the assignment of an employee to a higher classification on a permanent basis.

An employee who performs one or more of the duties in a higher classification, and who receives temporary upgrade pay, shall not be deemed qualified for the higher classification unless the employee can demonstrate that he/she can perform the full scope of the duties of the higher classification.

27.3 PART-TIME EMPLOYMENT AND TEMPORARY AGENCY EMPLOYMENT

A. Temporary-Agency Employment - Clerical Subunit:

1. Temporary work performed within the bargaining unit shall be established under the following conditions:
 - a. Filling vacancies of employees during an extended absence or in a leave without pay status;
 - b. Staffing positions established for a specific project(s) with a scheduled time of completion and which may be funded totally or in part from sources other than the District's normal operational budget;
 - c. Staffing positions on a short duration basis or for extraordinary tasks beyond those which can normally be accomplished by using bargaining unit personnel on an overtime basis;
 - d. Except as provided above, no bargaining unit position shall be filled under this Section.
2. Temporary assistance pursuant to this Section shall be selected from temporary employment agencies.

B. Part-Time Employment - Maintenance Subunit:

The District may establish an alternate work week consisting of part-time shifts of less than forty (40) hours per week.

1. Temporary work performed within the bargaining unit shall be established under the following conditions:
 - a. Filling vacancies of employees during an extended absence or in a leave without pay status;

- b. Staffing positions established for a specific project(s) with a scheduled time of completion and which may be funded totally or in part from sources other than the District's normal operational budget;
 - c. Staffing positions on a short duration basis or for extraordinary tasks beyond those which can normally be accomplished by using bargaining unit personnel on an overtime basis;
 - d. Except as provided above, no bargaining unit position shall be filled under this Section.
2. Employees hired under this plan shall be governed by the following conditions:
- a. All such part-time personnel hired into bargaining unit positions shall be represented by Service Employees International Union Local 790;
 - b. Such employees will be required to pay monthly Union dues by standard payroll deduction;
 - c. Any such employees subsequently hired into a full-time position shall be subject to pay the standard initiation fee of SEIU Local 790 in accordance with the applicable sections of this Agreement;
 - d. Such employees will be paid the applicable rate of pay for the functional classification to which assigned. An additional ten percent (10%) of the base pay shall be paid in lieu of all other fringe benefits, except those deductions required by law;
 - e. Such employees will be guaranteed a minimum of four (4) hours pay for reporting to work under authorization of proper authority;
 - f. The Human Resources Department will be the sole determinant for the staffing, hiring or termination of such employees;

- g. Normal temporary vacancies created by the absence of full-time employees shall first be filled in accordance with the other applicable sections of this Agreement;
 - h. No floating or birthday holidays will be paid such employees. Other holidays will only be paid if the holiday falls within the part-time employee's scheduled workweek, and the employee actually works his/her full scheduled shift the day before and the day after the holiday.
- 3. Full-time employees shall be eligible to apply for and be considered for part-time positions. However, said employee will be governed by the terms and conditions of this Section if selected for a part-time position.
 - 4. In addition to the conditions noted hereinabove, the following sections of the Agreement are applicable:
 - 3.1, 3.2, 3.3, 3.6, 4.3, 7.2, 8.1, 8.2, 9.5, 10.0, 11.1, 11.2, 11.3, 11.4, 12.0, 14.1, 14.2, 16.0, 18.0 and 28.1.
 - 5. All sections of the Agreement not listed above shall not apply to part-time employees.
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28.0 CLASSIFICATION & PAY

28.1 JOB DESCRIPTIONS *

Employees shall be provided copies of their Classification Job Descriptions upon request.

In the event an employee believes he/she is working out of classification, said dispute shall be subject to the grievance procedure.

New or revised job descriptions shall be forwarded to the Unions for review.

Changes in job descriptions shall be subject to the grievance procedure, with retroactive compensation on judgment in favor of the grievant.

*** Minute Clarification**

The parties agree that periodically they may mutually review the backlog of desk audit requests and agree to rearrange the order of conducting desk audits for employees represented by SEIU Local 790.

28.2 FUNCTIONAL CLASSIFICATION 1*

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

<u>PICK UNIT</u>	<u>DEPARTMENT</u>
Automatic Fare Collection	Maintenance & Engineering
Cash Handlers	Controller/Treasurer
Communication	Maintenance & Engineering
Computers	Maintenance & Engineering
Inspectors	Rolling Stock & Shops
Oakland Shops/Support	Maintenance & Engineering
Plant Support	Maintenance & Engineering
Power/Mechanical	Maintenance & Engineering
Shops	Rolling Stock & Shops
Shops-Vehicle	Rolling Stock & Shops
Stores	Materials Management & Procurement
System Service	Transportation & System Service
Track & Structures	Maintenance & Engineering
Train Control	Maintenance & Engineering
Training	Operations Training & Development

CLERICAL SUBUNIT

<u>PICK UNIT</u>	<u>DEPARTMENT</u>
Clerical	(All)
Engineering Aide	(All)
Secretarial	(All)
Staff Assistant	(All)

- B. **FUNCTIONAL CLASSIFICATIONS:** Classifications and corresponding Pay Grades and Pick Units are listed below:

<u>Functional Classification</u>	<u>Pay Grade</u>	<u>Pick Unit</u>
Accountant	(8)	Staff Assistant
Accounting Analyst	(11)	Staff Assistant
Accounting Technician	OT	Clerical
Administrative Analyst	(8)	Staff Assistant
Administrative Secretary	S III	Secretarial
Administrative Support Officer	(13)	Staff Assistant
Administrative Technician	OT	Clerical
Applications Programmer Analyst +	(8)	Staff Assistant
Assistant Buyer	(6)	Staff Assistant
Assistant Contract Administrator	(6)	Staff Assistant
Assistant Safety Specialist	(6)	Staff Assistant
Assistant Treasury Analyst	(6)	Staff Assistant
Auditor	(11)	Staff Assistant
Automatic Fare Collection Electronic Technician	MW III	Automatic Fare Collection
Automatic Fare Collection Foreworker	FP*	Automatic Fare Collection
Automotive & Equipment Mechanic	MW III	Oakland Shops/ Support Facilities
Automotive & Equipment Support Facilities	FP*	Oakland Shops/ Foreworker
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	(8)	Staff Assistant
Cash Handler	CH III	Cash Handlers
Cash Handling Electronic Technician	MW III	Cash Handlers
Cash Handling Foreworker	FP*	Cash Handlers
Clerk	C II	Clerical
Communications Electronic Technician	MW III	Communications
Communications Foreworker	FP*	Communications
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 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/ Electronic- Mechanical Assembler	MW I*	Shops
Elevator/ Escalator	FP*	Power/Mechanical

Foreworker		
Elevator/ Escalator Worker	MW III	Power/Mechanical
Employee Development Specialist	EDS	Training
Employee Development Specialist	EDS	Shops-Vehicle1
Expeditor	(6)	Staff Assistant
Expeditor Clerk	C IV	Clerical
Fire Protection Worker	MW III	Power/Mechanical
Fire Service Worker	MW III	Track & Structures
Government & Community Relations Specialist	(11)	Staff Assistant
Graphic Artist	(8)	Staff Assistant
Graphics Coordinator	(11)	Staff Assistant
Grounds Foreworker	FP*	Plant Support
Grounds Worker	MW II	Plant Support
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 Monitor	(6)	Staff Assistant
Inventory Control Technician	OT	Clerical
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 Analyst	(6)	Staff Assistant
Legal Administrative Assistant	(5)	Staff Assistant
Librarian	(8)	Staff Assistant
Locksmith	MW III	Plant Support
Maintenance Planner	(8)	Staff Assistant
Material Control Analyst	(8)	Staff Assistant
Material Control Systems Analyst	(8)	Staff Assistant
Material Coordinator	MW III	Track & Structures
Material Expeditor	(8)	Staff Assistant

Office Services Support Clerk	C III	Clerical
Painter	MW III	Plant Support
Power and Mechanical Foreworker	FP*	Power/Mechanical
Power and Mechanical Worker	MW III	Power/Mechanical
Project Control Administrator	(8)	Staff Assistant
Protection Worker	MW III	Power/Mechanical
Public Information Representative	(11)	Staff Assistant
Quality Assurance Analyst	(8)	Staff Assistant
Real Estate Officer	(11)	Staff Assistant
Real Estate Technician	OT	Clerical
Real Time Programmer Analyst	(11)	Staff Assistant
Reproduction & Records Technician	EA I	Engineering Aide
Reprographics Equipment Operator	C IV	Clerical
Rolling Stock Foreworker	FP*	Shops-Vehicle
Senior Account Clerk	C IV	Clerical
Senior Applications Programmer Analyst +	(11)	Staff Assistant
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
Senior Maintenance Planner	(11)	Staff Assistant
Senior Office Services Supervisor	(9)	Staff Assistant
Senior Office Support Clerk	C IV	Clerical
Senior Secretary	S II	Secretarial
Senior Storekeeper	SSK	Stores
Senior Telecommunications Technician	(14)	Staff Assistant
Senior Transit Information Clerk	C IV	Clerical

Shop Machinist	MW III	Oakland Shops/ Support Facilities
Shop Scheduler	(11)	Shops-Vehicle 1
Shop Welder	MW III	Oakland Shops/ Support Facilities
Storekeeper	MW II	Stores
Structures Equipment Operator	MW III	Track & Structures
Structures Foreworker	FP*	Track & Structures
Structures Inspector	FP*	Track & Structures
Structures Inspector Foreworker	FP*	Track & Structures
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 Administrator	(11)	Staff Assistant
Technical Editor	(3)	Staff Assistant
Technical Programmer Analyst	(11)	Staff Assistant
Technical Publication Analyst	(8)	Staff Assistant
Technical Publications Administrator	(10)	Staff Assistant
Technical Resources Administrator	(13)	Staff Assistant
Telecommunications Specialist	(6)	Staff Assistant
Telecommunications Technician	(9)	Staff Assistant
Tool Room Attendant	MW I*	Power/Mechanical
Tool Room Attendant	MW I*	Oakland Shops/ Support Facilities
Track Equipment Operator	MW III	Tracks & Structures
Track Foreworker	FP*	Tracks & Structures
Track Welder	MW III	Tracks & Structures
Track Worker	MW II	Tracks & Structures

Train Control Electronic Technician	MW III	Electronics Train Control
Train Control Foreworker	FP*	Electronics Train Control
Transit Information Clerk	C IV	Clerical
Transit Information Supervisor	(9)	Staff Assistant
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
Warranty Administrator	(11)	Staff Assistant
Wayside Inspector***	INSP*	Inspectors

** 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.

28.3 CLASSIFICATION PLAN *

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:

1. **"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.

2. **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.

3. **Pool Posting for District-wide Generic Classification *:** The District continues its proposal for modifying and expanding use of its pool posting procedure.
4. **"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%, 85%, 90%, and 100% (top rate) apply to all base rates of pay. All percentages are based on the top rate. Movement within the pay steps are based on one year intervals, on the date of hire/anniversary date. The pay progression will apply only one time to each such employee.
- D. 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.

28.4 BASE WAGE SCHEDULE

Effective 7/1/05 - 6/30/09

	7/1/2005	7/1/2006	7/1/2007	7/1/2008	6/30/2009
Maintenance					
Utility Worker, 1st Year	17.5666	17.9179	18.2763	18.8246	+ .4 COLA
Utility Worker, 2nd Year	18.2555	18.6206	18.9930	19.5628	+ .4 COLA
Utility Worker, 3rd Year	19.5185	19.9089	20.3071	20.9163	+ .4 COLA
Utility Worker, 4th Year	20.6667	21.0800	21.5016	22.1467	+ .4 COLA
Utility Worker, 5th Year	22.9630	23.4223	23.8907	24.6074	+ .4 COLA
System Service Worker I, 1st Year	18.8291	19.2057	19.5898	20.1775	+ .4 COLA
System Service Worker I, 2nd Year	19.5675	19.9589	20.3580	20.9688	+ .4 COLA
System Service Worker I, 3rd Year	20.9213	21.3397	21.7665	22.4195	+ .4 COLA
System Service Worker I, 4th Year	22.1519	22.5949	23.0468	23.7382	+ .4 COLA
System Service Worker I, 5th Year	24.6133	25.1056	25.6077	26.3759	+ .4 COLA

28.4 BASE WAGE SCHEDULE
Effective 7/1/05 - 6/30/09

Maintenance	7/1/2005	7/1/2006	7/1/2007	7/1/2008	6/30/2009
Maintenance Worker I, 1st Year	19.0008	19.3808	19.7684	20.3615	+ .4 COLA
Maintenance Worker I, 2nd Year	19.7459	20.1408	20.5436	21.1599	+ .4 COLA
Maintenance Worker I, 3rd Year	21.1120	21.5342	21.9649	22.6239	+ .4 COLA
Maintenance Worker I, 4th Year	22.3539	22.8010	23.2570	23.9547	+ .4 COLA
Maintenance Worker I, 5th Year	24.8377	25.3345	25.8411	26.6164	+ .4 COLA

Maintenance Worker II, 1st Year	21.4642	21.8935	22.3314	23.0013	+ .4 COLA
Maintenance Worker II, 2nd Year	22.3060	22.7521	23.2072	23.9034	+ .4 COLA
Maintenance Worker II, 3rd Year	23.8492	24.3262	24.8127	25.5571	+ .4 COLA
Maintenance Worker II, 4th Year	25.2521	25.7571	26.2723	27.0605	+ .4 COLA
Maintenance Worker II, 5th Year	28.0579	28.6191	29.1914	30.0672	+ .4 COLA

Maintenance Worker III, 1st Year	25.3111	25.8173	26.3337	27.1237	+ .4 COLA
Maintenance Worker III, 2nd Year	26.3037	26.8298	27.3664	28.1874	+ .4 COLA
Maintenance Worker III, 3rd Year	28.1235	28.6860	29.2597	30.1375	+ .4 COLA
Maintenance Worker III, 4th Year	29.7778	30.3734	30.9808	31.9103	+ .4 COLA
Maintenance Worker III, 5th Year	33.0865	33.7482	34.4232	35.4559	+ .4 COLA

28.4 BASE WAGE SCHEDULE

Effective 7/1/05 - 6/30/09

	7/1/2005	7/1/2006	7/1/2007	7/1/2008	6/30/2009
Maintenance					
Senior Store Keeper, 1st Year	23.4582	23.9274	24.4059	25.1381	+ .4 COLA
Senior Store Keeper, 2nd Year	24.3781	24.8657	25.3630	26.1239	+ .4 COLA
Senior Store Keeper, 3rd Year	26.0647	26.5860	27.1177	27.9313	+ .4 COLA
Senior Store Keeper, 4th Year	27.5979	28.1499	28.7129	29.5742	+ .4 COLA
Senior Store Keeper, 5th Year	30.6644	31.2777	31.9032	32.8603	+ .4 COLA
Computer Specialist, 1st Year	25.3111	25.8173	26.3337	27.1237	+ .4 COLA
Computer Specialist, 2nd Year	26.3037	26.8298	27.3664	28.1874	+ .4 COLA
Computer Specialist, 3rd Year	28.1235	28.6860	29.2597	30.1375	+ .4 COLA
Computer Specialist, 4th Year	29.7778	30.3734	30.9808	31.9103	+ .4 COLA
Computer Specialist, 5th Year	33.0865	33.7482	34.4232	35.4559	+ .4 COLA
Inspector, 1st Year	26.4703	26.9997	27.5397	28.3659	+ .4 COLA
Inspector, 2nd Year	27.5084	28.0586	28.6197	29.4783	+ .4 COLA
Inspector, 3rd Year	29.4115	29.9997	30.5997	31.5177	+ .4 COLA
Inspector, 4th Year	31.1416	31.7644	32.3997	33.3717	+ .4 COLA
Inspector, 5th Year	34.6018	35.2938	35.9997	37.0797	+ .4 COLA

28.4 BASE WAGE SCHEDULE

Effective 7/1/05 - 6/30/09

	7/1/2005	7/1/2006	7/1/2007	7/1/2008	6/30/2009
Cash Handlers					
Cash Handler III, 1st Year	18.4969	18.8668	19.2442	19.8215	+ .4 COLA
Cash Handler III, 2nd Year	19.2223	19.6068	19.9989	20.5989	+ .4 COLA
Cash Handler III, 3rd Year	20.5521	20.9631	21.3824	22.0239	+ .4 COLA
Cash Handler III, 4th Year	21.7611	22.1963	22.6403	23.3195	+ .4 COLA
Cash Handler III, 5th Year	24.1790	24.6626	25.1558	25.9105	+ .4 COLA
Cash Handler IV, 1st Year					
Cash Handler IV, 2nd Year	19.7805	20.1761	20.5796	21.1970	+ .4 COLA
Cash Handler IV, 3rd Year	20.5562	20.9673	21.3867	22.0283	+ .4 COLA
Cash Handler IV, 4th Year	21.9783	22.4179	22.8662	23.5522	+ .4 COLA
Cash Handler IV, 5th Year	23.2712	23.7366	24.2114	24.9377	+ .4 COLA
Cash Handler IV, 5th Year	25.8569	26.3740	26.9015	27.7086	+ .4 COLA
Maintenance Subunit - Forepersons					
Foreperson (Cash Handler), 1st Year	27.8422	28.3990	28.9670	29.8360	+ .4 COLA
Foreperson (Cash Handler), 2nd Year	28.9341	29.5128	30.1030	31.0061	+ .4 COLA
Foreperson (Cash Handler), 3rd Year	30.9358	31.5545	32.1856	33.1512	+ .4 COLA
Foreperson (Cash Handler), 4th Year	32.7555	33.4106	34.0788	35.1012	+ .4 COLA
Foreperson (Cash Handler), 5th Year	36.3951	37.1230	37.8655	39.0014	+ .4 COLA

28.4 BASE WAGE SCHEDULE

Effective 7/1/05 - 6/30/09

Maintenance Subunit - Forepersons	7/1/2005	7/1/2006	7/1/2007	7/1/2008	6/30/2009
Foreperson (Maintenance), 1st Year	27.8422	28.3990	28.9670	29.8360	+ .4 COLA
Foreperson (Maintenance), 2nd Year	28.9341	29.5128	30.1030	31.0061	+ .4 COLA
Foreperson (Maintenance), 3rd Year	30.9358	31.5545	32.1856	33.1512	+ .4 COLA
Foreperson (Maintenance), 4th Year	32.7555	33.4106	34.0788	35.1012	+ .4 COLA
Foreperson (Maintenance), 5th Year	36.3951	37.1230	37.8655	39.0014	+ .4 COLA
Foreperson (System Service), 1st Year	25.7429	26.2578	26.7829	27.5864	+ .4 COLA
Foreperson (System Service), 2nd Year	26.7524	27.2875	27.8332	28.6682	+ .4 COLA
Foreperson (System Service), 3rd Year	28.6032	29.1753	29.7588	30.6515	+ .4 COLA
Foreperson (System Service), 4th Year	30.2858	30.8915	31.5094	32.4546	+ .4 COLA
Foreperson (System Service), 5th Year	33.6509	34.3239	35.0104	36.0607	+ .4 COLA
Foreperson (Rolling Stock), 1st Year	29.7855	30.3812	30.9888	31.9185	+ .4 COLA
Foreperson (Rolling Stock), 2nd Year	30.9535	31.5726	32.2040	33.1701	+ .4 COLA
Foreperson (Rolling Stock), 3rd Year	33.0950	33.7569	34.4320	35.4650	+ .4 COLA
Foreperson (Rolling Stock), 4th Year	35.0417	35.7425	36.4574	37.5511	+ .4 COLA
Foreperson (Rolling Stock), 5th Year	38.9353	39.7140	40.5083	41.7235	+ .4 COLA

28.4 BASE WAGE SCHEDULE

Effective 7/1/05 - 6/30/09

Clerical and Non-Professional Employees	7/1/2005	7/1/2006	7/1/2007	7/1/2008	6/30/2009
Engineering Aide I, 1st Year	20.2074	20.6116	21.0238	21.6545	+ .4 COLA
Engineering Aide I, 2nd Year	20.9919	21.4117	21.8400	22.4952	+ .4 COLA
Engineering Aide I, 3rd Year	22.4302	22.8788	23.3364	24.0365	+ .4 COLA
Engineering Aide I, 4th Year	23.7377	24.2125	24.6967	25.4376	+ .4 COLA
Engineering Aide I, 5th Year	26.3528	26.8799	27.4175	28.2400	+ .4 COLA

Engineering Aide II, 1st Year	22.0671	22.5084	22.9586	23.6474	+ .4 COLA
Engineering Aide II, 2nd Year	22.9245	23.3830	23.8507	24.5662	+ .4 COLA
Engineering Aide II, 3rd Year	24.4965	24.9864	25.4862	26.2507	+ .4 COLA
Engineering Aide II, 4th Year	25.9255	26.4440	26.9729	27.7821	+ .4 COLA
Engineering Aide II, 5th Year	28.7837	29.3594	29.9466	30.8450	+ .4 COLA

Engineering Aide III, 1st Year	23.6001	24.0721	24.5535	25.2902	+ .4 COLA
Engineering Aide III, 2nd Year	24.5177	25.0081	25.5082	26.2735	+ .4 COLA
Engineering Aide III, 3rd Year	26.1999	26.7239	27.2584	28.0761	+ .4 COLA
Engineering Aide III, 4th Year	27.7291	28.2837	28.8494	29.7148	+ .4 COLA
Engineering Aide III, 5th Year	30.7877	31.4035	32.0315	32.9925	+ .4 COLA

28.4 BASE WAGE SCHEDULE

Effective 7/1/05 - 6/30/09

Clerical and Non-Professional Employees	7/1/2005	7/1/2006	7/1/2007	7/1/2008	6/30/2009
Clerk II, 1st Year	15.6154	15.9277	16.2463	16.7337	+ .4 COLA
Clerk II, 2nd Year	16.2278	16.5524	16.8834	17.3899	+ .4 COLA
Clerk II, 3rd Year	17.3505	17.6975	18.0515	18.5930	+ .4 COLA
Clerk II, 4th Year	18.3711	18.7385	19.1133	19.6867	+ .4 COLA
Clerk II, 5th Year	20.4124	20.8207	21.2371	21.8742	+ .4 COLA
Clerk III, 1st Year	17.9207	18.2791	18.6447	19.2040	+ .4 COLA
Clerk III, 2nd Year	18.6235	18.9960	19.3759	19.9572	+ .4 COLA
Clerk III, 3rd Year	19.9119	20.3101	20.7163	21.3378	+ .4 COLA
Clerk III, 4th Year	21.0832	21.5049	21.9350	22.5930	+ .4 COLA
Clerk III, 5th Year	23.4258	23.8943	24.3722	25.1034	+ .4 COLA
Clerk IV, 1st Year	20.0615	20.4627	20.8720	21.4981	+ .4 COLA
Clerk IV, 2nd Year	20.8482	21.2652	21.6905	22.3412	+ .4 COLA
Clerk IV, 3rd Year	22.2905	22.7363	23.1910	23.8868	+ .4 COLA
Clerk IV, 4th Year	23.6017	24.0737	24.5552	25.2919	+ .4 COLA
Clerk IV, 5th Year	26.2242	26.7487	27.2837	28.1022	+ .4 COLA

28.4 BASE WAGE SCHEDULE

Effective 7/1/05 - 6/30/09

Clerical and Non-Professional Employees	7/1/2005	7/1/2006	7/1/2007	7/1/2008	6/30/2009
Secretary II, 1st Year	18.8016	19.1776	19.5612	20.1480	+ .4 COLA
Secretary II, 2nd Year	19.5389	19.9297	20.3283	20.9381	+ .4 COLA
Secretary II, 3rd Year	20.8907	21.3085	21.7347	22.3867	+ .4 COLA
Secretary II, 4th Year	22.1195	22.5619	23.0131	23.7035	+ .4 COLA
Secretary II, 5th Year	24.5773	25.0689	25.5702	26.3373	+ .4 COLA
Secretary III, 1st Year	20.2425	20.6474	21.0603	21.6921	+ .4 COLA
Secretary III, 2nd Year	21.0363	21.4570	21.8862	22.5428	+ .4 COLA
Secretary III, 3rd Year	22.4916	22.9414	23.4003	24.1023	+ .4 COLA
Secretary III, 4th Year	23.8147	24.2910	24.7768	25.5201	+ .4 COLA
Secretary III, 5th Year	26.4608	26.9900	27.5298	28.3557	+ .4 COLA
Office Technician, 1st Year	21.0394	21.4602	21.8894	22.5461	+ .4 COLA
Office Technician, 2nd Year	21.8644	22.3017	22.7477	23.4302	+ .4 COLA
Office Technician, 3rd Year	23.3771	23.8446	24.3215	25.0512	+ .4 COLA
Office Technician, 4th Year	24.7522	25.2472	25.7522	26.5248	+ .4 COLA
Office Technician, 5th Year	27.5025	28.0526	28.6136	29.4720	+ .4 COLA

28.4 BASE WAGE SCHEDULE

Effective 7/1/05 - 6/30/09

	7/1/2005	7/1/2006	7/1/2007	7/1/2008	6/30/2009
Clerical Subunit - Forepersons					
Foreperson I (Clerical), 1st Year	23,4582	23,9274	24,4059	25,1381	+ .4 COLA
Foreperson I (Clerical), 2nd Year	24,3781	24,8657	25,3630	26,1239	+ .4 COLA
Foreperson I (Clerical), 3rd Year	26,0647	26,5860	27,1177	27,9313	+ .4 COLA
Foreperson I (Clerical), 4th Year	27,5979	28,1499	28,7129	29,5742	+ .4 COLA
Foreperson I (Clerical), 5th Year	30,6644	31,2777	31,9032	32,8603	+ .4 COLA

	7/1/2005	7/1/2006	7/1/2007	7/1/2008	6/30/2009
Training Employees					
Employee Development Specialist, 1st Year	5,251.27	5,356.30	5,463.42	5,627.32	+ .4 COLA
Employee Development Specialist, 2nd Year	5,457.20	5,566.34	5,677.67	5,848.00	+ .4 COLA
Employee Development Specialist, 3rd Year	5,834.74	5,951.44	6,070.46	6,252.58	+ .4 COLA
Employee Development Specialist, 4th Year	6,177.96	6,301.52	6,427.55	6,620.38	+ .4 COLA
Employee Development Specialist, 5th Year	6,864.40	7,001.69	7,141.72	7,355.97	+ .4 COLA

Professional Employees
Effective 7/1/05

PAY GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
EDS	\$5,251.27	\$5,457.20	\$5,834.74	\$6,177.96	\$6,864.40
15	\$6,179.27	\$6,421.60	\$6,865.86	\$7,269.73	\$8,077.48
14	\$5,885.01	\$6,115.80	\$6,538.91	\$6,923.55	\$7,692.83
13	\$5,604.77	\$5,824.57	\$6,227.53	\$6,593.85	\$7,326.50
12	\$5,337.87	\$5,547.20	\$5,930.97	\$6,279.85	\$6,977.61
11	\$5,083.69	\$5,283.05	\$5,648.54	\$5,980.81	\$6,645.34
10	\$4,841.60	\$5,031.47	\$5,379.56	\$5,696.00	\$6,328.89
9	\$4,611.05	\$4,791.87	\$5,123.38	\$5,424.76	\$6,027.51
8	\$4,391.47	\$4,563.68	\$4,879.41	\$5,166.43	\$5,740.48
7	\$4,182.35	\$4,346.36	\$4,647.05	\$4,920.41	\$5,467.12
6	\$3,983.19	\$4,139.39	\$4,425.76	\$4,686.10	\$5,206.78
5	\$3,793.50	\$3,942.27	\$4,215.01	\$4,462.95	\$4,958.83
4	\$3,612.86	\$3,754.54	\$4,014.29	\$4,250.42	\$4,722.69
3	\$3,440.82	\$3,575.75	\$3,823.13	\$4,048.02	\$4,497.80
2	\$3,276.96	\$3,405.47	\$3,641.07	\$3,855.25	\$4,283.61
1	\$3,120.91	\$3,243.30	\$3,467.68	\$3,671.66	\$4,079.62

**Professional Employees
Effective 7/1/06**

PAY GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
EDS	\$5,356.30	\$5,566.34	\$5,951.43	\$6,301.52	\$7,001.69
15	\$6,302.86	\$6,550.03	\$7,003.18	\$7,415.12	\$8,239.03
14	\$6,002.71	\$6,238.12	\$6,669.69	\$7,062.02	\$7,846.69
13	\$5,716.87	\$5,941.06	\$6,352.08	\$6,725.73	\$7,473.03
12	\$5,444.63	\$5,658.14	\$6,049.59	\$6,405.45	\$7,117.16
11	\$5,185.36	\$5,388.71	\$5,761.51	\$6,100.43	\$6,778.25
10	\$4,938.43	\$5,132.10	\$5,487.15	\$5,809.92	\$6,455.47
9	\$4,703.27	\$4,887.71	\$5,225.85	\$5,533.26	\$6,148.06
8	\$4,479.30	\$4,654.95	\$4,977.00	\$5,269.76	\$5,855.29
7	\$4,266.00	\$4,433.29	\$4,739.99	\$5,018.82	\$5,576.46
6	\$4,062.85	\$4,222.18	\$4,514.28	\$4,779.82	\$5,310.92
5	\$3,869.37	\$4,021.12	\$4,299.31	\$4,552.21	\$5,058.01
4	\$3,685.12	\$3,829.63	\$4,094.58	\$4,335.43	\$4,817.14
3	\$3,509.64	\$3,647.27	\$3,899.59	\$4,128.98	\$4,587.76
2	\$3,342.50	\$3,473.58	\$3,713.89	\$3,932.36	\$4,369.28
1	\$3,183.33	\$3,308.17	\$3,537.03	\$3,745.09	\$4,161.21

**Professional Employees
Effective 7/1/07**

PAY GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
EDS	\$5,463.42	\$5,677.67	\$6,070.46	\$6,427.55	\$7,141.72
15	\$6,428.91	\$6,681.03	\$7,143.24	\$7,563.43	\$8,403.81
14	\$6,122.76	\$6,362.88	\$6,803.08	\$7,203.26	\$8,003.62
13	\$5,831.20	\$6,059.88	\$6,479.12	\$6,860.24	\$7,622.49
12	\$5,553.52	\$5,771.31	\$6,170.58	\$6,533.56	\$7,259.51
11	\$5,289.07	\$5,496.49	\$5,876.74	\$6,222.43	\$6,913.81
10	\$5,037.20	\$5,234.74	\$5,596.89	\$5,926.12	\$6,584.58
9	\$4,797.34	\$4,985.46	\$5,330.36	\$5,643.92	\$6,271.02
8	\$4,568.89	\$4,748.05	\$5,076.54	\$5,375.15	\$5,972.40
7	\$4,351.32	\$4,521.95	\$4,834.79	\$5,119.19	\$5,687.99
6	\$4,144.11	\$4,306.62	\$4,604.56	\$4,875.42	\$5,417.13
5	\$3,946.76	\$4,101.54	\$4,385.30	\$4,643.25	\$5,159.17
4	\$3,758.82	\$3,906.22	\$4,176.47	\$4,422.14	\$4,913.49
3	\$3,579.83	\$3,720.21	\$3,977.58	\$4,211.56	\$4,679.51
2	\$3,409.35	\$3,543.05	\$3,788.17	\$4,011.00	\$4,456.67
1	\$3,246.99	\$3,374.33	\$3,607.77	\$3,820.00	\$4,244.44

**Professional Employees
Effective 7/1/08**

PAY GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
EDS	\$5,627.32	\$5,848.00	\$6,252.58	\$6,620.38	\$7,355.97
15	\$6,621.78	\$6,881.46	\$7,357.54	\$7,790.33	\$8,655.92
14	\$6,306.45	\$6,553.76	\$7,007.17	\$7,419.36	\$8,243.73
13	\$6,006.14	\$6,241.68	\$6,673.50	\$7,066.05	\$7,851.17
12	\$5,720.13	\$5,944.45	\$6,355.70	\$6,729.56	\$7,477.29
11	\$5,447.74	\$5,661.38	\$6,053.04	\$6,409.11	\$7,121.23
10	\$5,188.32	\$5,391.78	\$5,764.80	\$6,103.90	\$6,782.11
9	\$4,941.26	\$5,135.03	\$5,490.28	\$5,813.24	\$6,459.15
8	\$4,705.95	\$4,890.49	\$5,228.83	\$5,536.41	\$6,151.57
7	\$4,481.86	\$4,657.61	\$4,979.83	\$5,272.77	\$5,858.63
6	\$4,268.43	\$4,435.82	\$4,742.70	\$5,021.68	\$5,579.65
5	\$4,065.16	\$4,224.58	\$4,516.86	\$4,782.55	\$5,313.94
4	\$3,871.58	\$4,023.41	\$4,301.76	\$4,554.80	\$5,060.89
3	\$3,687.22	\$3,831.82	\$4,096.91	\$4,337.91	\$4,819.90
2	\$3,511.63	\$3,649.34	\$3,901.81	\$4,131.33	\$4,590.37
1	\$3,344.40	\$3,475.56	\$3,716.01	\$3,934.59	\$4,371.77

**28.5 Section. Business Advancement Plan – “BAP” -
(Update of Electronic Data Management Systems)**

A. Evaluation of Reorganization Proposals: The District may initiate reorganizations related to the BAP (phases I and II) that would involve a redistribution of duties between classifications within the bargaining unit. The District shall send notice of such action and the tentatively assigned wage rate for modified classifications to the union no less than thirty (30) days before the proposed implementation date. In determining whether to initiate such a reorganization of duties, the District shall consider:

1. whether the change would directly or indirectly increase productivity, efficiency or the quality of service;
2. the impact on employee working conditions, safety and available mitigation measures; and
3. other relevant considerations identified by the union.

The union may object to such reorganization or to the wage rate proposed by the District or both within the thirty (30) day notice period but shall specify its position on each matter in its notice. If the Union submits written notice of its objections to the District, the parties shall meet within fifteen (15) days thereafter in an effort to reach agreement on the changes in affected classification descriptions and the applicable wage rates. If they reach agreement, the reorganization may proceed. If they do not, the disputed matter shall be submitted to expedited arbitration as set forth below.

B. Expedited Arbitration.

1. The parties agree that the following three (3) arbitrators shall hear and resolve disputes arising under subsection A above: William Riker, David Nevins, and Alexander Cohn.

2. Hearings pursuant to subsection A above shall be scheduled on a bi-quarterly basis, with bi-quarterly dates selected a year into the future. Each arbitrator on the panel will hear and decide all the disputes on a given quarterly date, with the dates rotating between the above panel members. The parties may agree on substitutions within the rotation. The arbitrator will issue a bench decision within three (3) days of the close of the hearing. Unless otherwise ordered by the arbitrator, no court reporter will be required and no briefs will be filed. Argument may be limited at the discretion of the arbitrator. The parties shall equally share the arbitrator's fees and expenses.
 3. The arbitrator will consider the following in determining whether the reorganization proposed by the District should go forward:
 - a. Whether the proposed job description revisions increase efficiency, productivity, or the quality of service;
 - b. Whether the proposed revision(s) violates the non-discrimination provision of this agreement;
 - c. Whether the proposed revision adequately addresses any adverse impact of the proposed changes on employee health and safety; and,
 - d. Any other relevant information the parties bring forward.
 4. In disputes over the appropriate wage rate for the revised classification, the arbitrator shall base his or her decision on rates paid in the relevant labor market for comparable jobs, internal comparisons, the financial condition of the District, and other relevant compensation factors brought forth by the parties.
 5. The process described herein shall not apply to any changes in job descriptions outside the scope of the BAP I or II.
-

29.0 SIDE LETTERS AND MEMORANDA OF UNDERSTANDING (MOUS)

Two hundred (200) copies of each side letter agreed to within the life of the Agreement shall be provided by the District to the Union for attachment to each copy of the Agreement. The District will provide a copy of such side letter(s) to all current employees within two (2) weeks of receipt of printed copies, but, in any event, no later than sixty (60) days from the signing of such side letter. Such side letter(s) shall be printed by an Allied printing establishment.

The side letters shall be provided on pocket-size paper.

All memoranda of understandings, side letters of agreement or any other agreement existing prior to ratification of this Agreement, unless mutually extended, are null and void.

Side Letters: The following Side Letters shall continue in effect during the term of this Agreement:

Date	Control Number	Subject
6/25/74	SEIU/SL-1-3	System-wide Foreworker job description
01/05/81	GEN-4-4 (including related 9/30/80 and 10/22/80 letters)	Deferred Compensation Plan and Qualified Money Purchase Pension Plan (signatory by ATU 1555, SEIU 790, BARTSPA and BPOA)
11/6/81	GEN-4-3(A)	Implementation of the transfer of 1.627% from PERS to the Money Purchase Pension Plan (signatory by ATU 1555, SEIU 790, BARTSPA and BPOA)
7/1/85	UPE/SL-4-4	Electronic Technician (ET) and Training Vehicle Mechanic (TVM) training program
6/6/88	SEIU/SL6-2	Budget Analyst Overtime Exemption

12/31/90	SEIU/SL-6-3	New UPE 790 Pay Plan for Professional Employees
10/17/94	ATU/SL-8-9	Transportation and System Service Department
3/6/96	GEN-4-5	Donation of Vacation & Floating Holidays
4/24/96	SEIU/SL-6-4	Elevator/Escalator Training Program
3/8/99	SEIU-1-9	CAD Drafters
7/12/00	SEIU/SL 6-7	Flexible Spending Account
9/09/04	SEIU/SL-7-5	Selection of work crews for shop-specific projects in RS&S

MOU's: The following Memoranda of Understandings (MOUs) shall continue in effect during the term of this Agreement:

Date	Control Number	Subject
2/18/77	SEIU/MOU 002-4	Super Seniority
7/1/82	SEIU/MOU 007-4	4-10 Work Week Plan (see 047-8)
7/1/82	SEIU/MOU 022-6	4-10 Work Week
3/31/83 (revised 6/30/94)	SEIU/MOU 011-4	Trouble Desk Relief Shift – RS&S
10/7/83	SEIU/MOU 017-5	Electronic Technician/Vehicle Mechanic Training Program
1/31/85	SEIU/MOU 014-4	Rolling Stock Foreworker Meal Periods
5/10/90	SEIU/MOU 028-6	Clerical Staff Overtime Procedure – Transit Information Center
6/26/91	SEIU/MOU 031-7	EDS/Shop Trainers
04/22/93	SEIU/MOU 033-7	System Service Issues
08/26/93	SEIU/MOU 034-7	Building Foreworker Classification

06/14/94 (Revised)	SEIU/MOU 027-6	Clerical Staff Overtime Procedure – Rolling Stock & Shops
3/17/95	SEIU/MOU 038-8	Grounds Workers RDOs
03/17/95	SEIU/MOU 039-8	Cutting and Hauling: Grounds Workers and Track and Structures Employees
5/23/95	SEIU/MOU 040-8	Class A Driver's License in Track & structure
6/15/95	GEN/MOU 95-01	Random Substance Abuse Testing Representation
12/12/95	SEIU/MOU 044-8	Resolution of Service Workers Upgrade to Foreworker II Position(s)
12/29/95	SEIU/MOU 042-8	Track RDO's Graveyard Shift
1/18/96	SEIU/MOU 049-8 (Previously 043-8)	Foreworker Evaluation Committee
7/18/96	SEIU/MOU-045-8	Settlement of Holiday Staffing in Oakland Non- Revenue Vehicle Shop as Part of Arbitration 726-94
03/12/97	SEIU/MOU 046-8	Settlement of Holiday Staffing in RS&S
3/12/97	SEIU/MOU 047-8	Modification to Memorandum of Understanding 007-4
7/1/97	GEN MOU 8-1	Flexible Spending Account
02/13/01	Addendum to SEIU MOU 045-8	Holiday Staffing in Oakland Non-Revenue Vehicle Shop
9/4/02	SEIU MOU 062-1	Layoff process
11/15/02	SEIU MOU 063-3	Hayward Backshop Probationary Period Reversion
4/2/03	SEIU/MOU 062-2	Laid-off employees; Elevator and escalator training

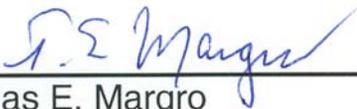
29.1 DEFINITIONS

- A. Side Letter: A binding agreement which changes existing contract language or adds or deletes language from the contract. Side Letters require ratification by the District's Board of Directors and the membership of the Union.

 - B. Memorandum of Understanding (MOU): A binding agreement which clarifies existing contract language or sets forth procedures which implement contract language. MOUs do not require ratification by the District's Board of Directors or the membership of the Union.
-

IN WITNESS WHEREOF THE parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this day, September 8, 2005.

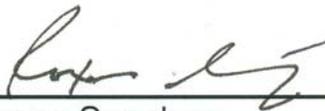
FOR THE DISTRICT:

By: 
 Thomas E. Margro
 General Manager

NEGOTIATED:

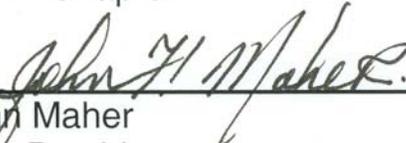
By: 
 Darrell Murray
 Chief District Negotiator
 Department Manager
 Labor Relations Department

FOR THE UNION:

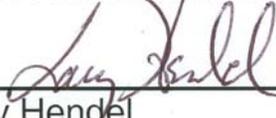
By: 
 Roxanne Sanchez
 President, BART Chapter

By: 
 Suzanne Angeli
 President
 BART Professional Chapter

By: 
 Bud Brandenberger
 Vice-President
 BART Chapter

By: 
 John Maher
 Vice-President
 BART Chapter

By: 
 Randy McCluney
 Vice-President
 BART Professional Chapter

By: 
 Larry Hendel
 Chief Union Negotiator
 Staff Director, SEIU Local 790

District Negotiations Team:

Joel Koford
Richard Leonard
Bill McCoy
Theresa Murphy
Beth Ochsner
Arne Stokstad
Beth Tripp
Robert Umbreit
Lawrence Zeigler

Union Negotiating Committee:

Ray Quan (In memory)
Bud Brandenberger
John Maher
Randy McCluney
Joanna Alvarez
Saul Almanza
Joe Bomberger
Roscoe Daniels
Glen Eddy
John Held
Lisa Isler
Howard Jones
Kerry Masterson
Cass McCoy
Vicki Reed
James Riddle
Mike Theis

**BAY AREA RAPID TRANSIT
DISTRICT**

AGREEMENT

with

**SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 790**

**Effective
July 1, 2005- June 30, 2009**

ADDENDUM

June 25, 1974

SIDE LETTER OF AGREEMENT: UPE-1-3
SYSTEM FOREWORKER JOB DESCRIPTION

Scope

A Line Supervisor representing District Management who has the authority to direct the activities of Maintenance employees. Has the responsibility to recommend employment promotion, and discipline. Has the direct responsibility to see that assigned work is performed and maintenance schedules and goals are met. Administers District policy on the operating level and is responsible to assure that such administration is carried out in a safe and efficient manner. Acts as an intermediary between Systems Maintenance Employees and higher levels of Systems Maintenance Management.

Typical Duties

1. Provides specific instruction and direction to maintenance crew personnel.
2. Maintains sound management-employee relations with personnel under his/her supervision, including proper administration of discipline, effective communication, and safety standards.
3. Assist with evaluation of job performances.
4. Reviews and develops recommendations for improvement in work methods and processes used in his/her area of responsibility.
5. Requisitions necessary supplies, tools and equipment; responsible for assisting budget control of his/her cost centers; coordinates work with other departments, divisions and sections or with outside contractors' representatives as required.
6. Provides for additional crews and material when corrective action is needed beyond the capacity of assigned crew.
7. Insures that all equipment and inventories under his/her control are protected and maintained in safe operating condition.

8. Provides technical instruction as needed and insures work is performed in a safe and efficient manner.

Minimum Qualifications

1. Must have functioned in a supervisory or leadman capacity for a minimum of six (6) months or must have completed a supervisory course at some accredited institution or its equivalent.
2. Must be a high school graduate or equivalent and have the ability to read, write and communicate the English language, understand and carry out verbal or written instructions.
3. Must possess knowledge and be familiar with District Safety Rules, Standard Plans, Specifications, Rules, Regulations and Operations Procedures to insure work is performed in compliance with District and System Maintenance Department.
4. Must possess knowledge in the specific classification within a Pick Unit and shall be required to supervise and direct all phases of maintenance operations within the area of his/her responsibility.
5. Leadership and organizational ability is an essential prerequisite for this position.
6. Must possess a valid California Motor Vehicle Operator's License.
7. Must be able to successfully pass a Physical Examination as required by the District.
8. Operate District's radio and telephone communication systems in compliance with District Rules, Regulations and Procedures.
9. Must have a good attendance and work record.

JANUARY 5, 1981

SIDE LETTER OF AGREEMENT: GEN-4-4

BART Police Officers Association
Local 1008, SEIU
800 Madison Street
Oakland, California 94607

BART Supervisory and Professional Association
800 Madison Street
Oakland, California 94607

United Public Employees Local 790
522 Grand Avenue
Oakland, California 94610

Amalgamated Transit Union Local 1555
1440 Broadway Street, Suite 501
Oakland, California 94612

Re: Deferred Compensation Plan and Qualified Money
Purchase Pension Plan

Gentlemen:

When signed below by all parties, this letter will constitute a Side Letter of Agreement between the parties regarding the above-mentioned subject.

The parties agree that with the exception of changes which are necessary or desirable to obtain or maintain the qualified status of the plans, the District shall not change, amend, terminate, alter or modify the written plan documents governing the implementation and administration of the District's Deferred Compensation Plan and Qualified Money Purchase Pension Plan adopted by the District's Board of Directors on December 18, 1980, insofar as such action would affect employees represented by United Public Employees Local 790, Amalgamated Transit Union Local 1555, BART Police Officers Association or BART Supervisory and Professional Association without the written

mutual agreement of all parties signatory to this Side Letter of Agreement.

The parties further agree that the understandings contained in the letter dated September 30, 1980 from Paul Varacalli to Larry Williams together with the letter dated October 22, 1980 from Larry Williams to Paul Varacalli, copies of which are attached hereto, are made part of this agreement and by this reference incorporated herein.

The understandings and agreements contained in this Side Letter are to be considered a part of the consideration given for the establishment of the Deferred Compensation Plan and Qualified Money Purchase Pension Plan.

This Side Letter of Agreement shall continue in full force and effect from the date of execution until modified or terminated by the written mutual agreement of all parties to this agreement.

Keith Bernard
San Francisco Bay
Area Rapid Transit
District

Gene Nixon
BART Supervisory
and Professional
Association

Milt Waalkens
United Public
Employees Local 790

Gene Nunes
BART Police Officers
Association

Everett Riehl
Amalgamated Transit
Union, Local 1555

September 30, 1980

Mr. Larry Williams, Director
BART Employee Relations
800 Madison Street
Oakland, CA. 94607

Re: **ROLE OF THE INVESTMENTS COMMITTEE**

Dear Mr. Williams:

At yesterday's meeting (September 29), you are aware the Committee voted unanimously that, in the event employees vote to withdraw from Social Security coverage, Centrecorp of Oakland be designated to handle both the IRS Qualified Plan and Deferred Compensation as retirement/ investment vehicles.

In response to your earlier questions concerning our interest in maintaining a continuing role for the Committee/Employee Organizations in such eventuality, you responded as follows:

- 1) The District has no objection to a 5-Party Agreement (the four organizations and BART operating as a Joint Trust) to enter into any Agreements to provide such programs; however
- 2) Any such Agreements would be reviewed by your Legal department and/or approved by the Board of Directors as necessary;
- 3) In the case of the Qualified Program, there appears to be no legal difficulties with the Joint Trust concept;
- 4) As to Deferred Compensation, BART has no opposition to a similar Joint Trust, provided such is legally permissible (there seems to be some question concerning BART being required to hold the Contract) or, as an alternate procedure, a format could be instituted to allow the Committee to effectively exercise authority over the Plan operation and funds;

- 5) The Committee would meet at least quarterly on District time, and on such special occasions as necessary to administer the Plans, although no paid time off would be authorized for individual members of the Committee acting independently;
- 6) The Committee would also function to review and approve requests for emergency withdrawal of funds due to hardship situations;
- 7) Actions by the Committee, unless otherwise specified, would continue to require a 4/5 vote.
- 8) Each entity (BART and the four organizations) would designate a Trustee and an alternate Trustee to serve on the Committee meetings (staff could also attend in nonvoting capacities).
- 9) The 6.65% annual contribution by BART (on a maximum salary of \$29,700) in behalf of each employee would not be costed as a part of the economic package in future collective bargaining between any of the Unions and BART; however, any proposals and increases in such contributions resulting from negotiations could be considered as a part of the economic package offered by BART to represented employees. If the foregoing is also your understanding, and provided the other organizations concur, I suggest that you confirm same in writing so that an appropriate Trust Agreement may be drafted and executed by the involved parties.

Sincerely Yours,

Paul Varacalli

cc: J. Danzy, ATU 1555
R. Hendricks, BPOA, L1008
R. Peters, BARTSPA
M. Waalkens
L. Gerber

October 22, 1980

Mr. Paul Varacalli, Executive Secretary
United Public Employees Local 390
522 Grand Avenue
Oakland, California 94610

Re: **ROLE OF THE BART INVESTMENTS COMMITTEE**

Dear Mr. Varacalli:

This is in response to your letter of September 30, 1980 regarding the above referenced subject, and our subsequent discussions at the Committee meetings on October 2, 1980 and October 16, 1980.

With the exception of the changes noted below, your letter accurately reflects my comments to the Committee on September 29, 1980 regarding my understanding of the continuing role of the Committee in the event BART withdraws from Social Security. The noted exceptions are as follows: (Numerical references are to paragraph numbers in your September 30, 1980 letter.)

- 1) Change "Joint Trust" to "Joint Administrators."
- 3) Change "Joint Trust" to "Joint Agreement."
- 4) Change "Joint Trust" to "Joint Agreement", and end sentence after word "operation." (In the contemplated Deferred Compensation Plan, BART will be the legal owner of the "funds;" however, I am agreeable to allowing the Committee to direct the administration of these funds subject to more detailed provisions to be included in formal documents.)
- 8) Change the first "Trustee" to "Primary Representative" and change "Alternate Trustee" to "Alternate Representative." (These two Representatives would be the only recognized Representatives from each Union/Association for purposes of time off for Committee meetings. Recognized Representatives would be made whole only for time spent

in Committee meetings which overlaps scheduled work time.)

(Last Paragraph) Change "Trust Agreement" to "Joint Agreement."

With the above noted understandings, and modifications to your September 30, 1980 letter, we are prepared to proceed to conclude the respective Agreements to effectuate a Deferred Compensation Plan, plus an IRS Qualified Plan if employees vote to withdraw from Social Security. Obviously, as you have noted, I must seek the review of our General Counsel and the approval of our Board.

By copy of this letter, all other affected labor organizations are notified accordingly. In addition, each Union/Association is requested to designate in writing its Primary and Alternate Representative to the Committee at the next meeting scheduled at 9:00 a.m. on Friday, November 7, 1980 at LMA Headquarters.

If you have further questions, please let me know.

Sincerely,

Larry Williams

LAW:jb

cc: P. L. Cooper
D. R. Bankston
J. Danzy, ATU Div. 1555
R. Hendricks, BPOA
R. Peters, BARTSPA
M. Waalkens, UPE 790

File: Investment Committee, BART

November 6, 1981

SIDE LETTER OF AGREEMENT: GEN-4-3(A)

Mr. Everett Riehl, President
Amalgamated Transit Union - Local 1555
1440 Broadway, Suite 501
Oakland, CA 94612

Mr. Milton Waalkens, Chapter Chairperson
United Public Employees Local 790
522 Grand Avenue
Oakland, CA 94610

Mr. Gene Nixon, President
BART Supervisory and Professional Association
800 Madison Street
Oakland, CA 94607

Mr. Glenn Nunes, President
BART Police Officers Association
Local 1008 SEIU
800 Madison Street
Oakland, CA 94607

Gentlemen:

Attached for your records is an executed copy of the Side Letter of Agreement implementing the transfer of the 1.627% from PERS to the Money Purchase Pension Plan.

Thank you for your cooperation during the ratification process.

Sincerely,

Larry Williams, Chairman
Investment Plans Committee

LAW:dcm

Attachment

cc: D. R. Bankston/P. L. Cooper

SIDE LETTER OF AGREEMENT: GEN-4-3(A)

When signed below by the parties, this letter will constitute a Side Letter of Agreement between the parties on the subject of retirement benefits: Employer-paid contribution of One point six hundred twenty seven percent (1.627%). The undersigned Union agrees, as the sole and exclusive bargaining agent for employees of the Clerical and Maintenance Subunit that the District will, effective January 18, 1982, cease making the Employer-paid contribution to the PERS miscellaneous member account of One point six hundred twenty seven percent (1.627%) of payroll as required by the provisions of Section 29B of the current collective bargaining agreement and the undersigned agree that, in its place and stead, the District shall make such 1.627% contributions to the District's Money Purchase Pension Plan to be credited to the Individual Accounts in the same manner as other contributions to said Plan on behalf of participating employees. Effective January 18, 1982, Section 29B of the Agreement between the parties effective July 1, 1979 - June 30, 1982 is deleted in consideration of the District's agreement to make the above described 1.627% contributions to the District's Money Purchase Pension Plan from and after January 18, 1982 in the same amount and in the same payment periods and for the same duration as it would have been legally required to make such contributions pursuant to the provisions of Section 29B of the agreement in the absence of this Side Letter of Agreement.

This shall also serve as the required written authorization to amend any applicable agreement relating to the Money Purchase Pension Plan to implement the provisions of this Side Letter of Agreement.

This Side Letter of Agreement shall be deemed part of the collective bargaining agreement between the parties and any dispute regarding its interpretation or application shall be subject to the grievance and arbitration provisions of the agreement between the parties dated July 1, 1979 - June 30, 1982.

CONCUR FOR DISTRICT:

CONCUR FOR UNION:

C. K. Bernard
General Manager
SAN FRANCISCO BAY
AREA RAPID TRANSIT
DISTRICT

UNITED PUBLIC
EMPLOYEES Union
Local 790

cc: Department Heads/ D. R. Bankston/P. L. Cooper/ J.
Troy/ S. Wakeman

File: Benefits, Employee General/Investment Plan BART/
Retirement Plan (PERS)/ Agreements, Side Letters of

July 1, 1985

SIDE LETTER OF AGREEMENT: UPE-4-4

Mr. M. E. Waalkens, Chapter Chairperson
United Public Employees Local 790
522 Grand Avenue
Oakland, California 94610

Dear Mr. Waalkens:

The District plans to establish an Electronic Technician (ET) and Transit Vehicle Mechanic (TVM) training program commencing on or about February 1984. The training program shall be composed of two (2) parts: basic training and BART specific training.

Prior to the start of training, the Union shall be provided an opportunity to meet with the training vendor chosen by the District, to include a visit to the vendor's training facility for the purpose of familiarization and orientation. After training has begun, the Union shall be provided copies of periodic reports regarding the status and progress of the overall training program.

Employees selected to participate in the program will be classified as trainees and governed as follows:

A. Screening and Selection

1. The District shall establish a screening and selection process to determine those applicants who will be eligible to participate in the training program. Selection criteria and procedures will include written testing and an interview panel evaluation. The academic prerequisites for the positions are as follows: TVM - 9th grade reading comprehension, 9th grade arithmetic; ET - 9th grade reading comprehension, 9th grade algebra. A reference check will be made of prior work performance encompassing dependability, reliability and quality of work. Applicants will be screened and selected on

the basis of the aforementioned criteria and qualifications.

2. The District will first review the applications received from BART employees. If the District determines that all positions cannot be filled by qualified applicants from within, it reserves the right to fill some of these positions from outside the District. The District reserves the right to solicit applications from persons outside the District at the same time as from District employees.
3. In accordance with the District's policy of upward mobility, District employee(s) rejected from this program may request an interview with a District representative as to the specific reasons for their rejection. Such requests shall be honored by the District for the purpose of assisting those employee(s) who may want to enhance their qualifications in order to be considered for future training programs.

B. Trainee Status

The following terms and conditions shall be applicable to trainees:

1. Trainees shall be paid at seventy-five percent (75%) of the TVM or ET entry level Step One (1) rate. A District employee selected whose present salary is higher than the seventy-five percent (75%) entry level rate shall be "red-circled". Said trainees shall be paid their existing salary and will not receive pay increases which would otherwise be granted to a person in the employee's classification until such time as he/she successfully completes the program. Any pay increases granted at that time shall not be retroactive. Trainees will be carried in Cost Center 421 while in the training program.
2. Vacation leave shall accrue but shall not be permitted while an employee is participating in the training program, unless specifically approved by the District's Training Division. Trainees will be permitted to

observe fixed District holidays. However, floating holidays shall not be permitted while an employee is participating in the Training Program.

3. Trainees are prohibited from bidding on other District positions while participating in this Training Program.
4. As a condition of participating in this training program, all trainees must sign an agreement that upon successful completion of the program they will work for BART in the capacity in which he/she was trained (TVM or ET) for at least three (3) years, or reimburse the District on a pro rata basis for training costs incurred. (See attached Agreement).
5. Electronic Technician trainees who successfully complete the Basic Training Program shall be given the opportunity to select the BART Specific Training area (Rolling Stock, Communications and Component Repair, Power and Way) to the extent feasible.
6. Upon successful completion of the training, trainees will be placed in entry level Step One (1) TVM and ET positions which are available at the completion of training and the bidding process. Such trainees will be paid at the Step One (1) TVM or ET rate as applicable.
7. Trainees shall have no seniority/bidding rights while in training. However, upon successful completion of training and placement into an available position, trainees will enter into a ninety (90) day probationary period. Upon successful completion of the ninety (90) day probationary period classification seniority will be retroactive to the initial date of entry into entry level TVM or ET classification.
8. Trainees shall not be placed in the Maintenance subunit until such time as they successfully complete the training program.
9. Probation for trainees starts on the date of their placement in an entry level Step One (1) position, and

they shall be governed by the applicable provisions of the UPE Local 790 Labor Agreement.

10. While in their probationary period, trainees may bid for shifts, locations, and RDO's using the Advance Bid Form Procedure. However, no changes in the trainees' shifts, locations, or RDOs shall be implemented until after successful completion of the probationary period.
11. Trainees shall be governed by the applicable provisions of the UPE Local 790 Labor Agreements to the extent that those provisions are not in conflict with this Side Letter. In the event of a conflict this Side Letter shall be controlling.
12. Should a trainee who was a BART employee prior to placement in the training program be unsuccessful in completing the training program and/or the probationary period, as determined by the District, he/she shall have reversion rights to bump back into his/her previously held classification without loss of seniority within the maintenance/clerical subunit.
13. Should a trainee who was not a BART employee prior to placement in the training program be unsuccessful in completing the training program and/or the probationary period, as determined by the District, he/she shall be terminated from employment.

When signed below by the parties and approved by the District's Board of Directors and the membership of United Public Employees Union Local 790, this will become a Side Letter of Agreement between the District and United Public Employees Union Local 790, and will govern the terms and conditions of employment of the trainees in the training class.

CONCUR FOR DISTRICT:

CONCUR FOR UNION:

<hr/> D. R. Bankston Manager, Labor Relations	<hr/> Date	<hr/> M. E. Waalkens Chapter Chairperson, United Public Employees Union, Local 790	<hr/> Date
<hr/> Larry Williams Department Manager, Employee Relations	<hr/> Date	<hr/> Larry Gerber Business Representative United Public Employees Union, Local 790	<hr/> Date

cc: R. P. Demko/ F. Stephens/ V. Mahon/E. Bailey/ G.
Mackin/ A. Braun/D. Bankston/L. Williams

File: Agreement, Side Letter of/ Training, General

ELECTRONIC TECHNICIAN AND TRANSIT VEHICLE MECHANIC TRAINING PROGRAM AGREEMENT

Agreement made this _____ day of _____, 1984 between the San Francisco Bay Area Rapid Transit District ("BART") a rapid transit district established pursuant to Public Utilities Code Section 28500 et. seq., and _____.

In consideration for BART's acceptance of EMPLOYEE in the Electronic Technician and Transit Vehicle Training Program, EMPLOYEE agrees as follows:

Upon successful completion of the program, EMPLOYEE shall not voluntarily terminate EMPLOYEE's employment with BART in the capacity in which EMPLOYEE was trained for a period of three (3) years from the date of completion of the program.

In the event of a breach by the EMPLOYEE of the foregoing obligation, EMPLOYEE shall reimburse BART for the cost of training EMPLOYEE as an Electronic Technician or Transit Vehicle Mechanic. EMPLOYEE shall pay BART the sum of _____ per month for each month remaining between the date of EMPLOYEE's voluntary termination and the end of the three (3) year period referred to above.

Such reimbursement shall be calculated by multiplying the monthly sum set forth above by the months remaining. For the purposes of the Agreement, if EMPLOYEE voluntarily terminates his/her employment between the first and fifteenth of the month, that month shall be included in the reimbursement calculation. If EMPLOYEE voluntarily terminates his/her employment on or after the sixteenth of the month, that month shall be excluded from the reimbursement calculation.

BART and EMPLOYEE both agree that the amount established hereunder as liquidated damages is reasonable at the time of execution of this Agreement and that BART may seek to enforce this Agreement in any court of competent jurisdiction without first exhausting any administrative remedies which may be available to BART.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision shall nevertheless continue in full force without being impaired or invalidated in any way.

Executed at Oakland, California on the day and year first above written.

BART:

EMPLOYEE:

By: _____

By: _____

June 6, 1988

SIDE LETTER OF AGREEMENT: UPE -6-2

Mr. Milt Waalkens, Chapter Chairperson
United Public Employees Local 790
522 Grand Avenue
Oakland, CA 94610

Dear Mr. Waalkens:

The parties agree by this Side Letter, that the Budget Analyst classification is hereby exempt from the application of Contract Section 14.1, Overtime Exemption List.

CONCUR FOR DISTRICT:

CONCUR FOR UNION:

_____ Larry Williams Department Manager, Employee Relations	_____ Date	_____ M. E. Waalkens Chapter Chairperson, UPE, Local 790	_____ Date
--	---------------	---	---------------

cc: D. R. Bankston

December 13, 1990

SIDE LETTER OF AGREEMENT: UPE-6-3

New UPE 790 Pay Plan for Professional Employees

Mr. M. E. Waalkens, President
United Public Employees, Local 790
522 Grand Avenue
Oakland, CA 94610

Dear Mr. Waalkens:

In August, 1990 the Board of Directors approved a step progression pay plan for professional employees represented by UPE Local 790. The pay plan was approved retroactive to January 1, 1990. The pay plan calculations include the three (3) percent contractual increase effective on July 1, 1990.

The major components of the new pay plan are:

- * the plan incorporates minimum and maximum of current Staff Assistant rates.
- * five percent intervals between grades and three percent intervals between steps.
- * flexibility in setting salaries upon appointment.
- * movement through the steps is based annually on satisfactory performance.
- * flexibility in reallocating classifications to proper grades based on labor market conditions and classification of work.
- * employees whose salaries exceed the top step of their allocated paygrade will be "red-circled" and will continue to receive contractual increases.
- * morale and labor relations problems will be minimized.

Each employee was allocated to the next highest step immediately above their current salary in the assigned grades. Retroactive adjustments have been processed for all eligible employees covered by this new pay plan. Employees were "red-circled" if their salaries exceeded the top of the assigned grade (new employees will be appointed to the proper grade and step within the grade).

Employees will be eligible for a step increase on January 1, 1991 if the following conditions are met:

- (1) the employee was placed in the new pay plan effective January 1, 1990:
- (2) the employee's classification has not changed since January 1, 1990, and;
- (3) the employee's current salary is not at step 5 or "red-circled".

New employees who were hired after January 1, 1990 will be eligible for their next step increase one year after their hire date.

Movement between the steps is on an annual basis, on the anniversary date, based on a satisfactory written performance evaluation by the employee's supervisor and it is not automatic.

Employees will be eligible for a step increase only if their overall performance for the review period is rated "meets criteria".

The performance evaluation must be submitted to the Employee Relations Department for review and approval before they are processed.

When signed below, this Side Letter of Agreement will remain in effect for the life of the current Agreement.

CONCUR FOR DISTRICT:

CONCUR FOR UNION:

L. T. Knight Date
Department Manager,
Employee Relations

M. E. Waalkens Date
Chapter Chairperson,
UPE, Local 790

D. C. McFate Date
Manager of Labor Relations

Larry Gerber Date
East Bay Staff Director,
UPE Local 790

cc: L. A. Williams/ K.Ito/ A. Sanchez/ W. Wong/ M. Griffin

File: Agreement, Side Letter of/ New UPE 790 Pay Plan for
Professional Employees

October 17, 1994

SIDE LETTER OF AGREEMENT: ATU/SL-8-9
Transportation and System Service Department

Ms. Jayne Faria
President/Business Agent
Amalgamated Transit Union, Local 1555
132 Ninth Street
Oakland, CA 94607

Dear Ms. Faria:

The undersigned parties (ATU Local 1555 and the San Francisco Bay Area Rapid Transit District) agree that the attached organizational structure (Exhibit A) is deemed to be in compliance with Sections 2.1 and S11.0 of the current collective bargaining agreement between the District and the Union. The Union's acceptance of this organizational structure will not be used as precedent to support any other organizational changes, and the Union reserves the right to object to any other structural changes in the District's organization. The District's acceptance of this organization structure will not constitute a waiver of any rights it has to reorganize its organizational structure.

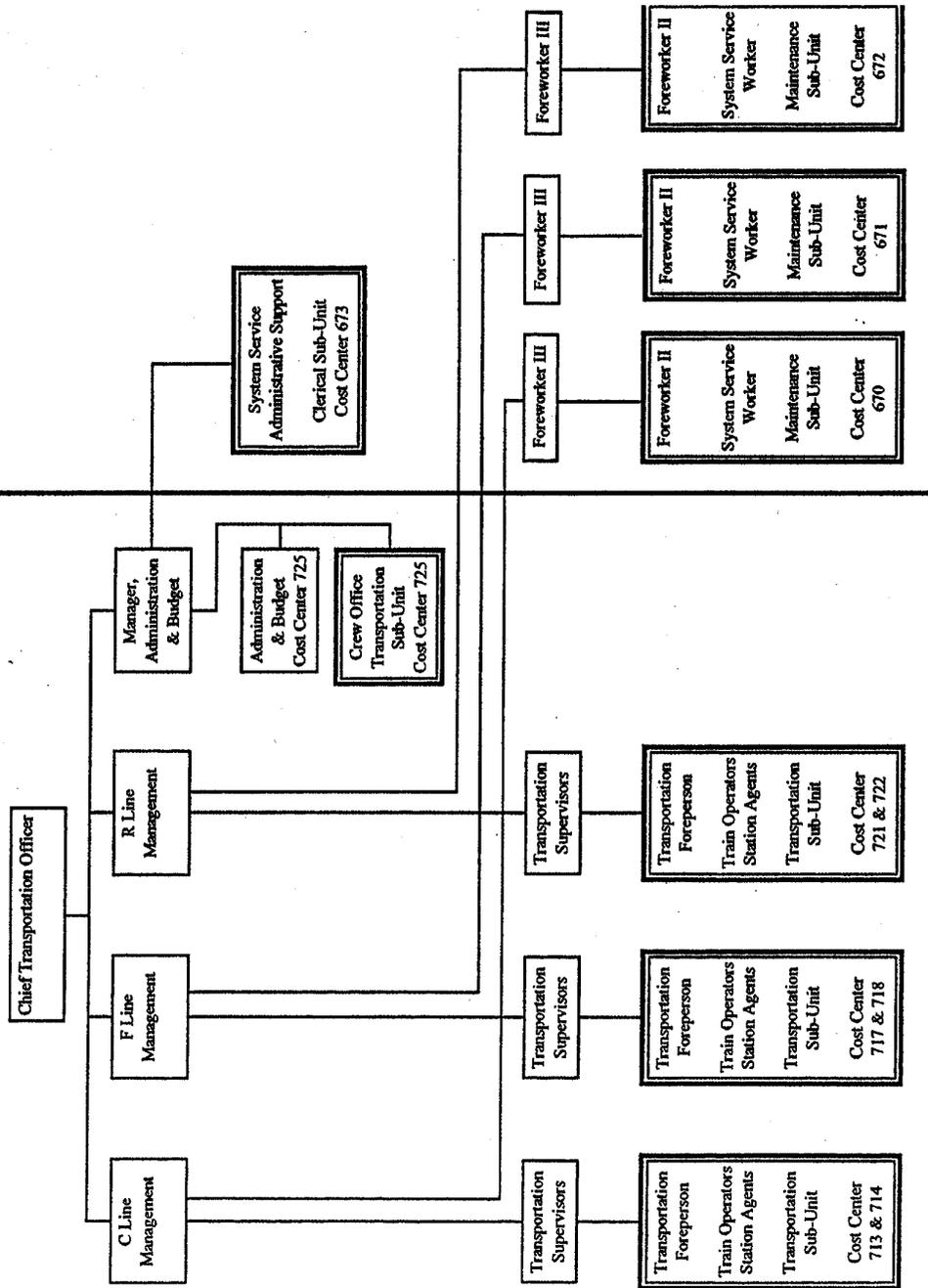
It is also agreed that the organizational changes made by Exhibit A are not intended to affect in any way whatsoever the jobs or work heretofore performed by the bargaining unit classifications encompassed within this organizational structure. No work of any unit employee will be eliminated, or removed from, any job classification or bargaining unit as a result of the parties' agreement to this organizational structure; nor will this organizational structure result in any such work being moved to any other job classification or bargaining unit.

The District re-affirms that as a result of this organizational structure the classifications of employees in the Transportation Department and/or sub-unit will not be assigned or asked to perform work heretofore performed by the SEIU Local 790 bargaining unit; and, that as a result of this organization structure, the System Service Workers and

TRANSPORTATION & SYSTEM SERVICE DEPARTMENT

TRANSPORTATION DEPARTMENT

SYSTEM SERVICE DEPARTMENT



March 6, 1996

SIDELETTER OF AGREEMENT: GEN-4-5

Mr. Milt Waalkens
SEIU, Local 790
100 Oak Street
Oakland, CA 94607

Mr. Chuck Baca
BPOA, Local 1008
800 Madison Street
Oakland, CA 94607

Mr. Robert Smith
ATU, Local 1555
132 Ninth Street, Suite 100
Oakland, CA 94607

Mr. Gregg Savage
BPMA
800 Madison Street
Oakland, CA 94607

Ms. E. Norma del Mercado
AFSCME, Local 3993
P. O. Box 12123
Oakland, CA 94604

Subject: Donation of Vacation & Floating Holidays

The Parties agree on the following procedure for allowing employees to donate vacation and/or floating holidays to affected employees.

1. Employees who donate vacation or floating holidays to an affected employee shall complete and sign a "Donation of Vacation & Floating Holiday Form." The Forms must be delivered to the Human Resources Department. The employees who request to donate shall identify the affected employee, number of hours they request to donate, and they shall have at least that many hours in their account.
2. Employees who donate vacation and/or floating holidays agree that their balance of vacation and/or floating holiday hours will be reduced by the amount they donate.
3. To be an eligible recipient the person shall be a full-time or part-time employee with a catastrophic emergency, who has depleted all available sick leave, vacation, compensatory time, floating holidays, disability payments and is in a non-paid status.

4. A catastrophic emergency is a medical and/or family emergency requiring the employee to be off work in a non-paid status which results in a financial crisis.
5. All donor forms received by Human Resources shall be processed within each two (2) week payroll period.

Howard Lewis Manager, Labor Relations	Date	Milt Waalkens President/BART Chapter Service Employee International Union, Local 790	Date
		Robert Smith President/Business Agent Amalgamated Transit Union, Local 1555	Date
		Gregg Savage President BART Police Officers Association	Date
		E Norma del Mercado President American Federation of State, County and Municipal Employees, Local 3993	Date
		Chuck Baca Acting President BART Police Officers Association	Date

April 24, 1996

SIDE LETTER OF AGREEMENT: SEIU/SL-6-4

Mr. Dennis Kaczor
President/BART Chapter
Service Employee International Union, Local 790
100 Oak Street
Oakland, California 94607

**SUBJECT: ELEVATOR/ESCALATOR TRAINING
PROGRAM**

Dear Mr. Kaczor:

The District plans to establish an Elevator/Escalator training program commencing on or about July 15, 1996. The training program shall be composed of two (2) parts: basic training and BART specific training.

Prior to the start of training, the Union shall be provided an opportunity to review the program outline and course plan for the purpose of familiarization and orientation. After training has begun, the Union shall be provided copies of periodic reports regarding the status and progress of the overall training program.

Employees selected to participate in the program will be classified as trainees and governed as follows:

A. Screening and Selection

1. The District shall establish a screening and selection process to determine those applicants who will be eligible to participate in the training program. Selection criteria and procedures will include written testing and an interview panel evaluation. Applicants will be required to demonstrate by a written test and interview that they have the reading comprehension, mathematical skills and mechanical aptitude to be successful in the Elevator/Escalator training program. Mathematical skills acquired at the ninth grade level are required. A reference check will be made of prior

work performance encompassing dependability, attendance, reliability and quality of work. Applicants will be screened and selected on the basis of the aforementioned criteria and qualifications.

2. The District will first review the applications received from BART employees. If the District determines that all positions cannot be filled by qualified applicants from within, it reserves the right to fill some of these positions from outside the District. The District reserves the right to solicit applications from persons outside the District at the same time as from District employees.
3. In accordance with the District's policy of upward mobility, District employee(s) rejected from this program may request an interview with a District representative as to the specific reasons for their rejection. Such requests shall be honored by the District for the purpose of assisting those employee(s) who may want to enhance their qualifications in order to be considered for future training programs.

B. Trainee Status

The following terms and conditions shall be applicable to trainees:

1. Trainees shall be paid at ninety percent (90%) of the Elevator/Escalator Worker entry level Step One (1) rate. A District employee selected whose present salary is higher than the ninety percent (90%) of the entry level rate shall be "red circled". Said trainees shall be paid their existing salary and will not receive pay increases which would otherwise be granted to a person in the employee's classification until such time as he/she successfully completes the program. Any pay increases granted at that time shall not be retroactive and shall not exceed the highest step of the Elevator/Escalator Worker position.
2. Vacation leave and floating holidays shall accrue but shall not be permitted while an employee is

participating in the training program, unless specifically approved by the District's Training Division. Trainees will be permitted to observe fixed District holidays.

3. Trainees are prohibited from bidding on other District positions while participating in this Training Program.
4. As a condition of participating in this training program, all trainees must sign an agreement that upon successful completion of the program they will work for BART in the capacity in which he/she was trained (Elevator/Escalator) for at least three (3) years, or reimburse the District on a pro rata basis for training costs incurred. (See attached Agreement)
5. Upon successful completion of the training, trainees will be placed in entry level Step One (1) Elevator/Escalator Worker positions which are available at the completion of training and the bidding process. Such trainees will be paid at the Step One (1) Elevator/Escalator rate. Employee(s) who were "red circled" when they came into the training program will receive pay at the step nearest to their pay, however, it cannot exceed the top step of the Elevator/Escalator Worker position.
6. Trainees shall have no seniority/bidding rights while in training. However, upon successful completion of training and placement into an available position, trainees will enter into a one hundred and twenty (120) calendar day probationary period. Upon successful completion of the probationary period, classification seniority will be retroactive to the initial date of entry into the Elevator/Escalator classification.
7. Trainees will be placed in the Maintenance subunit.
8. Probation for trainees starts on the date they complete their training and are placed into an entry level Elevator/Escalator Worker position.

- 9. During the probationary period, trainees may bid for shifts, locations, and RDO's using the Advance Bid Form Procedure. However, no changes in the trainees' shifts, locations, or RDOs shall occur until after successful completion of the probationary period.
- 10. Trainees shall be governed by the applicable provisions of the SEIU Local 790 Labor Agreements to the extent that those provisions are not in conflict with this Side Letter. In the event of a conflict this Side Letter shall be controlling.
- 11. Should a trainee who was a BART employee prior to placement in the training program be unsuccessful in completing the training program and/or the probationary period, as determined by the District, he/she shall have rights to bump back into his/her previously held classification without loss of seniority within the maintenance or clerical subunit.
- 12. Should a trainee who was not a BART employee prior to placement in the training program be unsuccessful in completing the training program and/or the probationary period, as determined by the District, he/she shall be terminated from employment.

When signed below by the parties and approved by the District's Board of Directors and the membership of Service Employees International Union, Local 790, this will become a Side Letter of Agreement between the District and Service Employees International Union Local 790, and will govern the terms and conditions of employment of employees in the training program and during their probation.

CONCUR FOR DISTRICT: CONCUR FOR UNION:

Walter Kawecki	Date	Dennis Kaczor	Date
Labor Relations		President/BART Chapter	
Representative		SEIU, Local 790	

ADDENDUM TO SEIU/SL 6-4**ELEVATOR/ESCALATOR WORKER TRAINING PROGRAM AGREEMENT**

Agreement made this _____ day of _____, 1996 between the San Francisco Bay Area Rapid Transit District ("BART") a rapid transit district established pursuant to Public Utilities Code Section 28500 et. seq., and

In consideration for BART's acceptance of EMPLOYEE in the Elevator/Escalator Training Program, EMPLOYEE agrees as follows:

Upon successful completion of the program, EMPLOYEE shall not voluntarily terminate EMPLOYEE's employment with BART in the capacity in which EMPLOYEE was trained for a period of three (3) years from the date of completion of the program.

In the event of a breach by the EMPLOYEE of the foregoing obligation, EMPLOYEE shall reimburse BART for the cost of training EMPLOYEE as an Elevator/Escalator Worker. EMPLOYEE shall pay BART the sum of \$400.00 per month for each month remaining between the date of EMPLOYEE's voluntary termination and the end of the three (3) year period referred to above.

Such reimbursement shall be calculated by multiplying the monthly sum set forth above by the months remaining. For the purposes of the Agreement, if EMPLOYEE voluntarily terminates his/her employment between the first and fifteenth of the month, that month shall be included in the reimbursement calculation. If EMPLOYEE voluntarily terminates his/her employment on or after the sixteenth of the month, that month shall be excluded from the reimbursement calculation.

BART and EMPLOYEE both agree that the amount established hereunder as liquidated damages is reasonable at the time of execution of this Agreement and that BART may seek to enforce this Agreement in any court of

competent jurisdiction without first exhausting any administrative remedies which may be available to BART.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision shall nevertheless continue in full force without being impaired or invalidated in any way.

Executed at Oakland, California on the day and year first above written.

BART

EMPLOYEE

By: _____
Human Resources
Department Manager

By: _____

March 16, 1998

**ADDENDUM TO SIDE LETTER OF AGREEMENT:
SEIU/SL-6-4**

Mr. Dennis Kaczor
President/BART Chapter
Service Employees International Union, Local 790
100 Oak Street
Oakland, CA 94607-4586

Subject: **Addendum to SIDE LETTER OF
AGREEMENT: SEIU/6-4
Elevator/Escalator Trainees Pay Rates**

Dear Mr. Kaczor:

The current Side Letter of Agreement for Elevator/Escalator Trainees (SEIU/6-4) specifies that the rate of pay for this group of employees will be ninety percent (90%) of the Elevator/Escalator Worker entry level Step One (1) rate. Section 28.4 of the recently negotiated agreement eliminated "entry" level rates of pay and step progression effective July 1, 1997 and implemented progression rates based on longevity. The pay progression rates based on longevity are 76.5%, 79.5%, 85%, 90% and 100% based on one year intervals from the hire/anniversary date. In order to implement the newly negotiated pay progression rates, Trainees will be slotted into the Maintenance Worker III (MWilll) rates that correspond to their longevity with the District but, as the current Side Letter of Agreement specifies, at the ninety percent (90%) rate of pay. This ninety percent (90%) rate will remain in effect until such time as the Trainee completes and passes the course as required. Further, those employees that were "red circled" will also be slotted into the corresponding rate of pay based on their longevity. No other changes to this Side Letter of Agreement are effected.

When signed below by the parties this will become an addendum to the Side Letter of Agreement SEIU/6-4 and will govern the terms of the pay adjustment of the employees in the training program.

CONCUR FOR DISTRICT:

CONCUR FOR UNION:

Howard W. Lewis Date
Manager, Labor Relations

Dennis Kaczor Date
President/BART Chapter
SEIU, Local 790

James M. Dunn Date
Chief Engineer

John Maher Date
Vice President/BART
ChapterSEIU Local 790

cc: J. Gallagher / J. Dunn / M. Settles / R. Clark / W.
Kawecki / M. Rodriguez / D. Kaczor, SEIU, Local 790 /
J. Maher, SEIU,Local 790

File: Agreement, Elevator/ Escalator Training Program

March 8, 1999

SIDE LETTER OF AGREEMENT: SEIU-1-9

Mr. Dennis Kaczor
President/BART Chapter
Service Employees International Union
Local 790
100 Oak Street
Oakland, CA 94604

SUBJECT: CAD DRAFTERS

Dear Mr. Kaczor:

A desk audit was conducted on the CAD Drafter positions in Drafting and Configuration Control. The desk audit determined that the positions are properly classified as CAD Drafters.

A market survey was conducted on the CAD Drafter classification. The survey determined that a salary adjustment of five percent (5%) is appropriate to bring the BART salary closer to the market 75th percentile. The five percent (5%) salary adjustment is retroactive to April 30, 1997. On April 30, 1997, the then hourly base rate of pay for CAD Drafters was \$21.7837 per hour. The five percent (5%) salary adjustment will result in a new hourly base rate of pay of \$22.8728 on April 30, 1997.

As a result of the five percent (5%) salary adjustment on April 30, 1997, the base rates of pay in Section 28.4 Base Wage Schedule of the 1997 – 2001 Labor Agreement for the CAD Drafter classification (Engineering Aide III pay grade) have been revised. The revised Base Wage Schedule for Engineering Aide III is reflected in the attachment.

CONCUR FOR DISTRICT:

CONCUR FOR UNION:

Howard Lewis Date
Manager of Labor Relations

Dennis Kaczor Date
President/BART Chapter
Service Employees
International Union
Local 790

Ken Holmes Date
Vice-President
BART Chapter Service
Employees International
Union, Local 790

July 12, 2000

SIDE LETTER OF AGREEMENT: FSA SEIU/SL 6-7

PART A: Parties

The parties to this side letter are SEIU Local 790 (hereinafter "SEIU" or "Union") and the San Francisco Bay Area Rapid Transit District (hereinafter "District").

PART B: Background

1. The parties are signatories to a 1997-2001 collective bargaining agreement (hereinafter "1997-01 Agreement") covering members of the certified SEIU bargaining unit.
2. The 1997-2001 Agreement does not provide Medical Premium Conversion, Medical Spending Accounts (hereinafter "MSA's"), or Dependent Care Accounts (hereinafter "DCA's"). Medical Premium Conversion, MSA's and DCA's are hereinafter jointly referred to as the "Program." They are mechanisms through which employee health insurance premium contributions, qualified medical expenses not covered by insurance, and qualified expenses incurred by employees to care for certain dependents may be exempted from certain taxes.
3. The parties wish to offer the Program to members of the SEIU bargaining unit. However, to ensure efficient administration, the District is prepared to do so at this time only if all District bargaining units simultaneously agree to participate on the same terms.
4. The District and its unions established a joint labor-management committee to identify and recommend a vendor to provide certain administrative services related to the implementation and management of the Program.
5. The District will perform certain administrative functions it deems reasonable and necessary related to implementation of the Program not performed by the vendor (e.g. Program communications, creation of general ledger records needed to independently validate

enrollment, etc.). For cost estimate and fee calculation purposes, the parties have initially agreed to assume that these functions will require one and one-half full-time equivalent positions, including an SA III H1 (payroll) and a Clerk III (benefits).

6. The District will enjoy some savings as a result of the implementation of the Program. However, the District is not a participant in the non-Medicare portion of the federal Social Security program and will, therefore, not enjoy much of the savings that employers who participate fully in Social Security enjoy when implementing the same program.
7. The fact that the District will not enjoy reduced Social Security costs but will incur substantial expenses means that other revenues must be generated if the Program is to be implemented at no net cost to the District.
8. The joint labor-management committee has discussed methods of funding the District's net program related expenses.
9. The joint labor-management committee has recommended adoption of an initial monthly fee that each District employee enrolled in its medical insurance programs will be charged to defray the District's projected net cost of administering the Program.
10. The Union concurs with the joint labor-management committee's recommendation.
11. The parties acknowledge that the monthly rate may be a mandatory subject of bargaining. However, the parties desire that employees pay the same rate on a District-wide basis insofar as possible that will cover the actual net cost to the District of administrative functions performed in administration of the Program.

The parties agree as follows:

PART C: Exchange of Promises and Obligations

Section 1. PROGRAM INITIATION AND TERMINATION. The District shall establish the details of the Program effective January 1, 2001. The "Program" consists of three parts: Medical Premium Conversion, Medical Spending Accounts and Dependent Care Accounts. The District may terminate the Program or any of its parts if, in the District's judgment, the Program or part no longer meets the requirements of law or does not qualify for tax-exempt treatment.

Section 2. OPEN ENROLLMENT. The District shall establish an open enrollment period for the program to occur either separately or at the same time as other District open enrollment processes. In any event, the open enrollment period shall occur prior to January 1, 2001 and once per year thereafter.

Section 3. TERMINATION FROM THE PROGRAM. Employees who terminate from District employment (through retirement or otherwise) or who are placed on inactive status shall be permitted to continue to participate in the Program only in accordance with the terms of the Program and applicable federal and state law. Employees who are terminated from the Program during a given plan year and who are rehired during that same plan year shall be permitted to re-enroll in accordance with the terms of the Program and applicable federal and state law, but in no event later than the next following open enrollment period for the Program. Employees on inactive status include those who have exhausted their available sick leave, vacation leave, holiday leave and available compensatory time off and who are on unpaid leaves of absence or eligible for short or long-term disability or Industrial Accident payments.

Section 4. CHARGE TO EMPLOYEES FOR DISTRICT'S NET ADMINISTRATIVE COSTS. Subject to Section 5 below, each employee in the SEIU bargaining unit enrolled in a District medical insurance plan shall be charged two dollars and eighty-two cents (\$2.82) each month to defray the District's net District-wide cost for functions it performs that are reasonably necessary to administer and account for the Program. This amount shall be deducted once each month at the last pay date of the month. The

District shall maintain a record of staff time and other expenses incurred to administer and account for the Program to provide the parties with objective data on which to base discussions conducted pursuant to section 5 below.

Section 5. REVISIONS TO MONTHLY CHARGE.

A. Meeting(s) To Discuss Rate. Except as provided in Section 9 below, the parties agree to meet between March 15 and April 1 of each even numbered year beginning in 2002 to discuss possible modification of the monthly charge deducted from employee paychecks pursuant to Section 4 above that will apply for the two years that ensue the following January 1. The parties may propose a modified rate to cover the ensuing two-year period, or may propose separate rates for each of the two ensuing two years. If after ten (10) days from the date of such meeting the parties are unable to reach an agreement on the amount of such charge(s) for the ensuing two year period, the matter shall be submitted to arbitration pursuant to Section 6 below. However, if the parties agree on a modified rate structure or to continue the pre-existing rate structure prior to issuance of an arbitration award, the arbitration request shall be withdrawn or, if the hearing has begun, the hearing shall be terminated and the arbitrator shall not issue an award.

B. Access To Information. During the meeting(s) described in subsection A of this section, each party agrees to share with the other the data and assumptions that form the basis of the party's proposed rate structure. The parties additionally agree that during the period beginning January 15 immediately preceding the first such meeting and ending with the establishment of a revised rate pursuant to this section, each shall provide the other with such information as is reasonably necessary and reasonably within their control to carry out their respective roles in the discussions and any impasse resolution proceedings carried out pursuant to section 6 below. If the parties are unable to reach agreement on a revised fee structure, the arbitrator appointed pursuant to section 6 below shall resolve all disputes concerning an alleged breach of this subsection during the thirty (30) day period immediately preceding the hearing date established

pursuant to section 6 below. The party that desires resolution of such a dispute shall petition the arbitrator by letter with a copy to the other side. The arbitrator shall consult simultaneously with the parties' respective representatives and thereafter issue an order resolving the dispute.

Section 6. ARBITRATION OF MONTHLY CHARGE.

A. Scheduling the Hearing Date. On the regular business day nearest to January 10 of calendar years in which the parties will meet to discuss possible revisions to charges pursuant to Section 5 above, the parties shall select an arbitrator in the same manner as for grievance arbitration under the parties' collective bargaining agreement. The selected arbitrator shall be immediately notified of his or her selection and requested to hold the regular business day nearest to but not before May 1 of the same calendar year open for hearing and resolving a dispute over the appropriate monthly charge pursuant to Section 5 above. The parties shall each submit their last-best offer to the arbitrator and to the other party not later than April 20 preceding the hearing date. Neither party may change their last-best offer after it is submitted unless they receive written permission from the other party.

B. Hearing. The arbitrator appointed pursuant to Section 6(A) above shall conduct a hearing on the date scheduled pursuant to subsection A above of this Section. During the hearing, the arbitrator shall permit each party to present in support of its proposed rate(s) such relevant evidence as it desires concerning the District's past and anticipated costs and savings incurred as a result of its implementation and on-going operation of the Program. Such costs and savings may include but are not limited to:

1. Medicare contributions that the District is not required to make because of the tax laws and rules governing the Program;

2. Any positive and negative employee Medical Spending and Dependent Care Account balances at the end of the plan year;

3. Any interest the District may earn on funds in Medical Spending or Dependent Care accounts, if not already accounted for under 2 immediately above.

4. Charges in excess of or less than actual net District costs incurred to implement and administer the Program during the two-year period to which the rate structure in effect at the time of the hearing applies. For example, for the hearing held in May, 2002 the applicable measurement period is January 1, 2001 through December 31, 2002. Charges considered shall include a reasonable projection of the total that will accrue by the end of the applicable two-year period.

5. Vendor and consultant charges (including outside counsel) incurred by the District in connection with the implementation and operation of the Program.

Costs for work performed by District employees to implement, operate or account for the Program including, but not limited to, conducting open enrollment, change of status enrollments, and new employee enrollments, inputting enrollment data, processing terminations from the Program, inputting termination data, managing participation of retirees in the program pursuant to COBRA, responding to inquiries from employees or their representatives, preparing and disseminating written Program information to employees or their representatives, downloading data to and from the vendor, analyzing data to be downloaded or that has been downloaded, creating and maintaining transaction records independent of those maintained by the vendor to ensure existence of an independent audit trail.

C. Arbitrator's Decision. Within seven (7) days after the hearing, the arbitrator shall award the rate(s) contained in either the District's or Union's last-best offer submitted pursuant to subsection A above. Such award shall be based on the evidence produced at hearing and reflect the arbitrator's opinion concerning the offer that most closely reflects the District's net district-wide per employee monthly cost for implementing, operating and accounting for

the Program in the two year period beginning the following January 1, taking into account any substantial overcharges or undercharges that are established by the evidence for the period in which the hearing occurs.

SECTION 7. ENTIRE AGREEMENT. This written instrument reflects the entire agreement of the parties. There are no terms or promises related to the subject matter addressed, except as expressed in writing herein.

SECTION 8. CHANGES TO CONFORM WITH LAW. The District may immediately implement such changes in the Program as, in the District's judgment, are necessary to ensure that the Program and its parts conform with law and remain tax exempt. The District shall meet with the Union as soon as feasible to discuss the basis for such changes and any alternatives.

SECTION 9. DURATION. The parties may modify or terminate this agreement at any time by mutual agreement. Otherwise, this agreement shall remain in effect through the life of the 1997-2001 collective bargaining agreement between the parties and the first successor thereto. Upon expiration of said successor agreement but prior to the signing of the next successor agreement, the continuation, modification, or discontinuation of the Side Letter shall be governed by collective bargaining.

Done this day, July 12, 2000.

For the District:

For the Union:

Darrell Murray
Labor Relations Manager

Dennis Kazor
President/BART Chapter

John Maher
Vice-President
BART Chapter

Suzanne Angeli
President
BART Professional Chapter

SEIU Side Letter No. 7-5: RS&S Work Crews For Shop-Specific Projects

A. Parties

The parties to this Side Letter agreement are SEIU Local 790 ("Union") and the San Francisco Bay Area Rapid Transit District ("District").

B. Background

The parties are signatories to a 2001-05 collective bargaining agreement ("CBA"). The District's Rolling Stock and Shops Division ("RS&S") has expressed a desire to assign employees from a particular shop to work on project crews that have a limited duration reflecting the nature of the project work involved. Sections 24.5 and 27.1 of the CBA regulate the filling of work assignments in a manner that is incompatible with the in-shop filling process and the duration of project work contemplated by RS&S. The parties acknowledge that in a given circumstance employees and the District could benefit if these restrictions and other related terms of the contract were waived. The purpose of this agreement is to set forth the terms under which such a waiver could take place.

C. Promises and Obligations

1. The District and Union may enter into ad hoc agreements that waive application of the terms of sections 24.2, 24.3, 24.4, 24.5, 24.8 and 27.1 of the CBA when the Manager of RS&S desires to create a project crew in a particular shop within RS&S drawn from employees already working in the location at which the work is to be performed.
2. The ad hoc agreements referred to in 1 above may be entered into by the consent of and shall be in writing and signed by the Union President, the Manager of RS&S and the Labor Relations Manager.
3. The ad hoc agreements referred to in 1 above shall set forth the starting date for the project and an expiration date for the ad hoc agreement. An ad hoc agreement

shall not be employed to fill a temporary vacancy as defined in the CBA.

4. The District may terminate any ad hoc agreement made pursuant to this agreement prior to the expiration date at its discretion by written notice to the union. The parties may also extend the ad hoc agreement in writing to a date certain. Such extension must be signed as provided in 2 above.
5. Only employees who volunteer for projects covered by an ad hoc agreement as provided herein shall participate in that project. Preference shall be given within a classification in the affected location based on classification seniority.

D. Other Terms

1. This written document contains the entire agreement between the parties.
2. This agreement shall be deemed a Side Letter that is part of the 2001-05 CBA.

Done this day, September 9, 2004.

For the District:

For the Union:

Darrell Murray
Labor Relations Manager

Roxanne Sanchez
President,
SEIU Local 790
BART Chapter

Bud Brandenberger
Vice-President,
SEIU 790 BART Chapter

Ray Quan
Vice-President,
SEIU 790 BART Chapter

Larry Hendel
Staff Director
SEIU Local 790

February 18, 1977

MEMORANDUM OF UNDERSTANDING: UPE/ MOU 002-4

Mr. Paul Varacalli
Executive Secretary
United Public Employees Local 790
522 Grand Avenue
Oakland, California 94610

Dear Mr. Varacalli:

The following is offered as a clarification of Milt Waalkens' letter to me dated September 13, 1976, regarding chief stewards and other Union officials exercising their super seniority rights per Section 20.2 within the UPE Collective Bargaining Agreement.

The chief steward or other Union officers will displace a worker within his/her classification who works the day shift and has Saturday and Sunday as regular days off. The displaced employee must exercise his/her seniority rights in accordance with Section 25.2A. The procedure shall continue until such time as all positions are filled.

This is given to clarify the intent of the parties during contract negotiations and is not an attempt to legally interpret the Agreement.

Please indicate your concurrence by affixing your signature in the space provided below.

Sincerely,

Donald R. Bankston
Supervisor of Labor Relations

CONCUR FOR DISTRICT:

CONCUR FOR UNION:

J. E. Terry	Date	Paul Varacalli	Date
Director of Employee Relations		Executive Secretary, UPE Local 790	

cc: R. D. Gallaway

File: Seniority (63)/Reduction in Force (67)/Union Representatives - UPE/Understandings, Memos of - UPE

July 1, 1982

MEMORANDUM OF UNDERSTANDING: UPE/MOU 007-4

Mr. Milton Waalkens, Chapter Chairperson
 United Public Employees Union Local 790
 522 Grand Avenue
 Oakland, CA 94610

SUBJECT: 4-10 Work Week Plan

Dear Mr. Waalkens:

It is agreed that, during the term of the 1982-85 Agreement, the following classifications will continue to work under the 4-10 Work Week Plan:

Mainline Technicians
 Emergency Vehicle Operators
 Automatic Fare Collection Electronic Technicians
 Building Repair Workers
 Transit Information Center

Effective July 1, 1990, the District may change the schedule of work for employees in the Electronic Repair Shop (ERS) to a 5-8 Work Week Plan instead of 4-10 Plan.

CONCUR FOR DISTRICT:

CONCUR FOR UNION:

 Larry Williams
 Department Manager,
 Employee Relations

 Date

 Milt Waalkens
 Chapter Chairperson,
 UPE Local 790

 Date

cc: R.P.Demko/E. Bailey/V.P.Mahon

File: Understandings, Memoranda of/ 4-10 Work Week

July 1, 1982

MEMORANDUM OF UNDERSTANDING: UPE/MOU 022-6
4 - 10 Work Week

Mr. M.E. Waalkens, President
United Public Employees Union Local 790
522 Grand Avenue
Oakland, CA 94610

Dear Mr. Waalkens,

When signed by the parties, this will become a Memorandum of Understanding between the District and United Public Employees Union Local 790 effective July 1, 1988.

The parties agree that:

1. All employees within the Cash Handling Building currently working a 4-10 Work Week may continue to do so during the life of this Agreement.
2. Effective July 1, 1988, newly hired Cash Handler III's, IV's and Foreworkers, or volunteers from the existing Cash Handling workforce may work either a 4-10 or 5-8 Work Week, on any shift, as determined by Management.

This Memorandum of Understanding will remain in full force and effect for the life of the present Agreement (1988 - 1991).

CONCUR FOR DISTRICT:

CONCUR FOR UNION:

Larry Williams	Date	M. E. Waalkens	Date
Department Manager		Chapter, Chairperson	
Employee Relations		UPE Local 790	

_____	_____	_____	_____
D. R. Bankston	Date	L. Gerber	Date
Manager, Labor Relations		Staff Director, UPE 790	

_____	_____
L. W. Gaultner	Date

File: Special Provisions - Cash Handlers Understandings,
Memoranda of/ 4-10 Work Week

March 21, 1983 (Revised 6/30/94)

MEMORANDUM OF UNDERSTANDING: SEIU/MOU 011-4
Relief Shift - Rolling Stock & Shops

Mr. M. E. Waalkens, President, BART Chapter
Service Employees International Union Local 790
522 Grand Avenue
Oakland, California 94610

Dear Mr. Waalkens:

It is mutually agreed between the District and Service Employees International Union Local 790 that on a non-precedent setting basis Relief Shift positions shall be created to staff the Trouble Desk in Rolling Stock & Shops. Said positions shall be governed by this Memorandum of Understanding:

1. The Relief Shift positions will be utilized for relief of job assignments involving multiple starting times and multiple RDOs including vacancies created by sick leave, vacation, disability and leaves of absence.
2. The incumbents must be able to work all shifts with a minimum of twenty-four (24) hours notice. The incumbents and the supervisor in conjunction with the Union Representative, when possible, may mutually agree to waive the twenty-four (24) hours notice requirement in writing on a case by case basis.
3. These positions shall be filled through the normal bid procedure (Article 24).
4. The employees awarded such positions shall be granted a twelve percent (12%) differential above the base rate of pay plus shift differential, if applicable, for all hours worked.
5. The incumbents will be granted a minimum of forty (40) hours per week and will be compensated at the overtime rate for all hours worked in excess of eight (8) hours per day or forty (40) hours per week.

6. The incumbents shall not have the option of signing the Overtime Exception List.

This Memorandum of Understanding is applicable only to the Trouble Desk Clerks in Rolling Stock & Shops and will not be applied and/or be utilized in any other District operation or function, unless mutually agreed to by the parties.

When signed below this will represent the understanding of the parties for the life of the present Agreement (1994-1997).

CONCUR FOR DISTRICT:

CONCUR FOR UNION:

Leslie T. Knight Date
 Department Manager
 Human Resources

M. E. Waalkens Date
 President, BART Chapter
 SEIU Local 790

Howard W. Lewis Date
 Manager of Labor Relations

L. P. Gerber Date
 East Bay Staff Director
 SEIU, Local 790

LAW/LTK:hjl

cc: E. Green

File: Shift Relief,
 Understanding, Memo of

October 7, 1983

MEMORANDUM OF UNDERSTANDING: UPE/MOU 017-5
Electronic Technician/Vehicle Mechanic Training Program

Everett M. Riehl, President
Amalgamated Transit Union - Local 1555
1440 Broadway, Suite 501
Oakland, CA 94612

M. E. Waalkens, Chapter Chairperson
United Public Employees Local 790
522 Grand Avenue
Oakland, CA 94610

Joseph D. Evinger, President
BART Supervisory & Professional Association
800 Madison Street
Oakland, CA 94607

Glenn Nunes, President
BART Police Officers Association - Local 1008 SEIU
800 Madison Street
Oakland, CA 94607

Leo Tamisiea, President
BART Police Managers Association
800 Madison Street
Oakland, CA 94607

It is hereby mutually agreed among and between the parties that bargaining unit employees participating as trainees in the Electronic Technician and Transit Vehicle Mechanic training program (Side Letter of Agreement No. UPE-4-4) shall be governed by the applicable provisions of the United Public Employees Local 790 labor Agreement to the extent that those provisions are not in conflict with Side Letter No. UPE-4-4. In the event of a conflict, the Side Letter shall be controlling.

Furthermore, should a trainee who was in BART bargaining unit prior to the placement in the training program be unsuccessful in completing the program and/or the

probationary period, as determined by the District, he/she shall have reversion rights to bump back into his/her previously held classification.

CONCUR FOR DISTRICT:

CONCUR FOR
UNION/ASSOCIATION:

Larry Williams Department Manager	Date	Everett Riehl President, ATU - 1555	Date
D. R. Bankston	Date	M. E. Waalkens Chapter, Chairperson UPE Local 790	Date
		Joseph Evinger President, BART Supervisory & Professional Association	Date
		Glenn Nunes President, BART Police Officers Association	Date
		Leo Tamisiea President, BART Police Managers Association	Date

cc: R. Demko/ F. Stephens/ V. Mahon/E. Bailey/ G. Mackin/ A. Braun/ D. R. Bankston

File: Understanding, Memorandum of Agreement, Side Letter of Training, General

January 31, 1985

MEMORANDUM OF UNDERSTANDING: UPE/MOU 014-4
Rolling Stock Foreworker Meal Periods

Mr. M. E. Waalkens, Chapter Chairperson
United Public Employees Local 790
522 Grand Avenue
Oakland, CA 94610

Dear Mr. Waalkens:

Based on current operating procedures, the following understanding is agreed to between the parties in reference to Rolling Stock Foreworker Meal Periods (Rolling Stock Maintenance):

1. Clerks will answer phones during lunch hours.
2. Clerks will screen calls to determine if there is an emergency, i.e., requiring a Rolling Stock Foreworker to send out and direct crew members.
3. In the event a Rolling Stock Foreworker "works" during lunch hour or fifteen (15) minute Break Period, he/she will be compensated with other time; or if other time cannot be given, he/she will be paid for the amount of time worked.
4. The practice of paying a Rolling Stock Foreworker up to fifteen (15) minutes (.3 hours) for early arrival for turnover purposes will be continued.

CONCUR FOR DISTRICT:

CONCUR FOR UNION:

 D. R. Bankston Date
 Manager, Labor Relations

 M. E. Waalkens Date
 Chapter Chairperson
 UPE Local 790

<hr/> Fred Stephens	<hr/> Date	<hr/> Larry Gerber	<hr/> Date
Department Manager		Senior Business Rep.	
Rolling Stock Maintenance		UPE Local 790	
		<hr/> Wally Weihe	<hr/> Date
		Area Shop Steward	

File: Understandings, Memos of/ Grievance File No.
14/1.5/FDI-17/Arbitration #436-83

May 10, 1990

MEMORANDUM OF UNDERSTANDING: UPE/MOU 028-6
Clerical Staff Overtime Procedure - Transit Information
Center

Mr. M. E. Waalkens, President
United Public Employees Local 790
522 Grand Avenue
Oakland, California 94610

Dear Mr. Waalkens:

It is mutually agreed between the District and United Public Employees Local 790 that on a non-precedent setting basis, a Clerical Staff Overtime Procedure ("Procedure") shall be implemented in the Transit Information Center. This procedure shall be governed by this Memorandum of Understanding:

CLERICAL STAFF OVERTIME PROCEDURE

GENERAL OVERVIEW

The purpose of this Procedure is to document the process by which Clerks from other departments will be trained and utilized by Transit Information Center staff to provide overtime coverage at the Transit Information Center in the event no Transit Information clerks are available to cover the overtime required during the weekdays or on the weekends. An individual must pass the training program to be eligible for the overtime call-in list.

TRAINING

Transit Information staff will train a maximum of three (3) clerks at a time to work in the Center. Training schedules will be based on individual candidate's availability and work schedules. The training time will be based on the individual candidate's ability to learn transit information. The average training time is forty (40) hours.

However, individuals may complete the training in less time. Individuals will be paid at the straight time rate of the Transit Information Clerk during the training period.

The Supervisor of Transit Information will determine when a candidate is ready to assume the responsibility of the trouble desk. Once an individual has been trained, the individual will be paid overtime at the prevailing rate.

REQUIREMENT FOR STAYING IN THE PROGRAM

If an individual is tardy or a no-show an unreasonable number of times or performs unsatisfactorily, the individual may be removed from the program for a specified period of time or removed permanently from this program at the discretion of the Supervisor of Transit Information.

REFUSED ASSIGNMENT

If an individual is unavailable for overtime for an unreasonable number of times, the individual may be removed from the eligibility list for a specified period of time or permanently removed from the list at the discretion of the Supervisor of Transit Information.

This Memorandum of Understanding is applicable only to the Transit Information Center and will not be applied or utilized in any other District operation or function, unless mutually agreed to by the parties. When signed below, this will constitute the understanding of the parties for the life of the present 1988-1991 Agreement.

Concur for District:

Concur for Union:

D. C. McFate
Manager of Labor Relations

Date

M. E. Waalkens
President, BART Chapter
SEIU Local 790

Date

cc: N. Aragon

File: Clerical Staff Overtime -Transit Information Center
Understanding, Memoranda of

June 26, 1991

MEMORANDUM OF UNDERSTANDING: UPE/MOU 031-7

Mr. Milt E. Waalkens, President
BART Chapter
United Public Employees, Local 790
522 Grand Avenue
Oakland, CA 94610-3599

Re: **EDS/Shop Trainers**

Dear Mr. Waalkens:

A. The parties have agreed to establish four (4) EDS/Shop Trainer positions, which report directly to the Shop Managers. The EDS/Shop Trainer rate shall be the same as the EDS rate as shown in the base wage schedule. The EDS/Shop Trainers will be placed in the "Shops-Vehicle" pick-unit.

The EDS/Shop Trainers shall be selected on the basis of qualifications.

It is understood that from time to time the EDS/Shop Trainer will use tools in the direct application of on-the-job training. However, the EDS/Shop Trainer will not engage in direct production work.

B. The reporting location for EDS/Shop Trainers will be based upon training needs. The normal shift assignment will be 8:00 a.m. to 4:00 p.m. Monday through Friday with Saturday and Sunday as regular days off; however, reporting location, shift assignment, and RDOs may be changed based on training needs at the discretion of RS&S Management.

This letter of understanding replaces the November 5, 1990 letter to Milt Waalkens regarding Rolling Stocks & Shops Instructions.

CONCUR FOR DISTRICT:

CONCUR FOR UNIONS:

D. C. McFate Date
Manager of Labor Relations

M. E. Waalkens Date
President, UPE 790

F. Stephens Date
Department Manager, RS&S

J. Maher Date
Vice President, UPE 790

April 22, 1993

MEMORANDUM OF UNDERSTANDING: SEIU/MOU-033-7

Mr. Milt Waalkens
President, BART Chapter
UPE, Local 790
522 Grand Avenue
Oakland, CA 94612-3599

Re: System Service Issues

Dear Mr. Waalkens:

It is mutually agreed between the District and UPE Local 790 that:

1. The letter of understanding and organizational chart (attached) comply with Arbitrator Cohn's award in Arbitration Case No. 655-92 issued on May 18, 1992 and represent full and final resolution of any issues regarding implementation of same.
2. A rebid will be conducted in accordance with the January 19, 1993, schedule (attached). Individuals will select positions based on departmental seniority. A seniority list to be used for future bidding purposes will be established utilizing departmental seniority.
3. Three area stewards will be added to the existing stewards currently representing System Service Workers (SSWs); two to represent SSWs on the second shift and one to represent SSWs on the grave shift. One area steward will be added to the existing stewards currently representing Foreworkers to represent System Service Foreworkers.
4. Seven SSW positions will be upgraded to the MWI pay grade.
5. All reprimands active as of the date of this agreement will be deactivated.

6. The grievances listed below will be resolved in the following manner:
- a. Arbitration No. 661-92 (Contracting Out)-Grievance No. 92-6-089 withdrawn by the Union.
 - b. 91-6-137 - Grievance resolved. Grievant Adin to be paid eight hours overtime.
 - c. 91-6-138 - Grievance resolved. Grievant Switzer to be paid eight hours overtime.
 - d. 91-6-139 - Grievance resolved. Grievant Amey to be paid eight hours overtime.
 - e. 92-6-004 - Grievance resolved. Grievant Perez to be paid the difference between SSW and MWII pay for eight hours.
 - f. 92-6-068 - Grievance resolved. Linda Mallory to be upgraded from an Intermediate Clerk to a Senior Clerk effective the signing of this agreement. Ms. Mallory will be compensated at the next highest step in the Clerk IV pay grade above her current Clerk III rate retroactive to October 5, 1992. The work assigned to the Senior Clerk position may be modified to incorporate higher level duties requiring the exercise of independent judgment consistent with the Senior Clerk classification.
Because of any absence of Ms. Mallory, two (2) 790 bargaining unit employees will be trained in order to perform her job duties on a temporary assignment per Section 27.1.
 - 1) Employees will be trained on their own time at the straight time rate of pay.
 - 2) Backfilling will be for periods of longer than one week.
 - g. 92-6-070 - Grievance resolved. System Service Workers who held System Service Worker positions on July 1, 1991, through the effective date of this agreement will be paid \$100 each. This will resolve all alleged uniform violations from the period July 1, 1991, through June 30, 1993.

- h. 92-6-079/92-6-133 - Grievances resolved. System Service Workers assigned to the Scrub Crew from April 28, 1992, to the date of this agreement will be paid relief shift pay for hours worked. Effective the signing of this agreement, Scrub Crew members will continue to report to their work location(s), as determined by management, at their current rate of pay (no relief shift pay applicable). The parties agree that this resolution shall remain in effect until such time as the parties mutually agree to a change. This provision shall remain a part of subsequent Collective Bargaining Agreements.
- i. 92-6-135 - Grievance withdrawn by the Union.
- j. 92-6-136 - Grievance withdrawn by the Union.
- k. 92-6-241 - Grievance resolved. Sixty hours of overtime paid at 1.5 time will be split by grievants H. Straub, M. McMillen, G. Burns, R. Edwards, Y. Ando, L. Goebeler and R. Moland.
- l. 92-6-261 - Grievance withdrawn by the Union.
- m. 92-6-262 - Grievance resolved. Grievant Amey to be paid upgrade to FWII for forty hours.
- n. Cruikshank, who was inadvertently left off the resolution list for Grievance No. 24.7-PD08-05, will be paid the applicable relief shift pay.

This Memorandum of Understanding is applicable only to the System Service Workers, and related support and clerical staff represented by UPE Local 790 in the Transportation/System Service Department, and will not be applied and/or utilized in any other District operation or function unless mutually agreed to by the parties. This agreement shall not set precedent and any issues associated with, or resulting from, the issues addressed herein are not grievable.

When signed below, this will represent the understanding of the parties for the life of the Agreement (1991-1994).

CONCUR FOR DISTRICT:

CONCUR FOR UNION:

Paul Oversier Date
Chief Transportation Officer

John Maher Date
Vice President
UPE, Local 790

Howard Lewis Date
Manager of Labor Relations

Joe Burrell Date
Chief Steward
System Service

Maria Griffin Date
Chief Steward, Clerical

August 26, 1993

MEMORANDUM OF UNDERSTANDING: SEIU/MOU-034-7
Building Foreworker Classification

Milt Waalkens
President, BART Chapter
United Public Employees, Local 790
522 Grand Avenue
Oakland, CA 94610-3599

Subject: Buildings Foreworker Classification

Dear Milt:

This is to confirm the understanding reached August 17, 1993 regarding the existing Painting Foreworker classification dated August 1987 and Buildings Foreworker classification dated April 1988:

- 1) The parties mutually agree to delete the Painter Foreworker classification from Section 28.2 (Functional Classification) of the CBA, as the Buildings Foreworker job classification (attached) dated August 1993, will be modified to reflect the merging of the August 1987 Painting Foreworker and April 1988 Buildings Foreworker job descriptions.
- 2) The District will assign a lead among the Painters during the regular work week (Monday through Friday). This lead assignment will be offered to the most senior Painter.

When signed below, this Memorandum of Understanding will remain in full force and effect for the life of the present 1991-1994 Agreement.

Concur for District:

Concur for Union:

_____	_____	_____	_____
Shirley Wong	Date	Milt Waalkens	Date
Labor Relations Representative		President/UPE	

Attachment

cc: I. Borcover/ J. Torrissi/ W. Wong

May 10, 1990 (Revised June 14, 1994)

MEMORANDUM OF UNDERSTANDING: SEIU/MOU 027-6

Clerical Staff Overtime Procedure - Rolling Stock & Shops

Mr. M. E. Waalkens, President
Service Employees International Union Local 790
522 Grand Avenue
Oakland, California 94610

Dear Mr. Waalkens:

It is mutually agreed between the District and Service Employees International Union Local 790 that on a non-precedent setting basis, a Clerical Staff Overtime Procedure ("Procedure") shall be implemented for the Trouble Desk in Rolling Stock & Shops. This procedure shall be governed by this Memorandum of Understanding:

CLERICAL STAFF OVERTIME PROCEDURE

GENERAL OVERVIEW

The purpose of this Procedure is to document the process by which Clerks from other departments will be trained and utilized by Rolling Stock & Shops (RS&S) staff to provide overtime coverage at the Trouble Desk position in the event no clerks are available to cover the open Trouble Desk shift required during the weekdays or on the weekends. An individual must pass the training program to be eligible for the overtime call-in list.

TRAINING

Rolling Stock & Shops will train a maximum of two (2) clerks at a time to work the Trouble desk.

Training schedules will be based on individual candidate's availability and work schedules. The training time will be based on the individual candidate's ability to learn the trouble desk. The average training time is one hundred sixty (160) hours.

However, individuals may complete the training in less time. Individuals will be paid at the straight time rate of the Trouble Desk clerk during the training period. The Trouble Desk supervisor/manager will determine when a candidate is ready to

assume the responsibility of the trouble desk. Once an individual has been trained, the individual will be paid overtime at the prevailing rate.

REQUIREMENT FOR STAYING IN THE PROGRAM

If an individual is tardy or a no-show an unreasonable number of times or performs unsatisfactorily, the individual may be removed from the program for a specified period of time or removed permanently from this program at the discretion of the Trouble Desk supervisor/manager.

REFUSED ASSIGNMENT

If an individual is unavailable for overtime for an unreasonable number of times, the individual may be removed from the eligibility list for a specified period of time or permanently removed from the list at the discretion of the Trouble Desk Supervisor/ Manager.

This Memorandum of Understanding is applicable only to the Trouble Desk in the Rolling Stock & Shops (RS&S) Department and will not be applied or utilized in any other District operation or function, unless mutually agreed to by the parties.

When signed below, this will constitute the understanding of the parties for the life of the present 1991-1994 Agreement.

Concur for District:

Concur for Union:

_____	_____	_____	_____
H. W. Lewis	Date	M. E. Waalkens	Date
Manager, Labor Relations		President, BART Chapter	
		SEIU Local 790	

cc: E. Green

File: Clerical Staff Overtime -Rolling Stock & Shops/
Understanding, Memoranda of

03/17/95

MEMORANDUM OF UNDERSTANDING: SEIU/MOU-038-8

Mr. Milt Waalkens
President/BART Chapter
Service Employees International Union, Local 790
522 Grand Avenue
Oakland, CA 94610

Subject: Grounds Workers RDO's

Dear Mr. Waalkens:

At the request of SEIU Local 790, Irene Borcover as Manager of OAFM, has established a verbal agreement of allowing ground workers, on a per Line basis, to have their RDO's on Saturday and Sunday, if the work for that Line was satisfactory as determined by management. When a Line was inspected by management and it was not considered satisfactory by management the employees were placed back on RDO's as determined by management. SEIU Local 790 has requested we place our verbal agreement in writing.

The parties agree that RDO's for grounds workers will be scheduled according to the following procedure:

1. The grounds workers scheduled RDO's for each Line in the District will initially be Saturday and Sunday. Management will do an inspection for each Line in the District. If the work is not satisfactory as determined by management, for any Line, the employees on that Line will be given a two week notice and another inspection will be completed. If the work is not satisfactory as determined by management after the notice the employees on that Line will be taken off the Saturday and Sunday RDO's.
2. In a situation where grounds workers on a particular Line have been taken off the Saturday and Sunday RDO's, they will only be reconsidered for Saturday and Sunday RDO's when management has completed a subsequent

inspection and given them a satisfactory evaluation. Inspections will be performed at least once a quarter.

3. It is agreed by the parties that when an employee's RDO's are changed it does not constitute a Rebid. However, employees will be able to do one Rebid per year, during February, with vacation sign up.
4. This Memorandum of Understanding is applicable only to grounds workers and will not be applied or utilized in any other District operation or position classification, unless mutually agreed to by the parties.
5. This Memorandum of Understanding will become effective on the date it is signed by the parties and remain in effect until June 30, 1997.

Concur for District:

Concur for Union:

Howard W. Lewis Date
Manager of Labor Relations

Milt E. Waalkens Date
President, BART Chapter
SEIU Local 790

Irene Borcover Date
Department Manager
OPS ADM & FACLT

cc: Joe Torrisi/ Walter Kawecki

March 17, 1995

MEMORANDUM OF UNDERSTANDING: SEIU/MOU-039-8
Cutting and Hauling Away By Ground workers and Track
and Structure Employees

Mr. Milt Waalkens
President/BART Chapter
Service Employees International Union, Local 790
522 Grand Avenue
Oakland, CA 94610

**Subject: Cutting and Hauling Away by Ground
Workers and Track & Structure Employees**

Dear Mr. Waalkens:

The following is to clarify who performs the cutting, trimming, clean-up, loading and hauling away of weeds, trees and debris along the District's Right of Way.

1. Grounds Workers will do the cutting and trimming of weeds, shrubs and trees. They will also haul or carry away the trimmings and debris where reasonably feasible within their manpower and equipment capability.
2. Clean-up and loading of the trimmings and debris may be performed jointly by Grounds Workers and employees in the Track & Structure Department.
3. Employees in the Track & Structure Department will haul away trimmings and debris when it is determined by management to be necessary because of equipment needs.
4. If there are weeds, shrubs, trees or debris on or near the track that creates a safety or operational hazard, it should be removed by whoever is available to do it.
5. When signed below, this will represent the understanding of the parties for the life of the present Agreement (1994-1997).

Concur for District:

Concur for Union:

Howard W. Lewis Date
Manager of Labor Relations

Milt E. Waalkens Date
President, BART Chapter
SEIU Local 790

Irene Borcover Date
Department Manager of
OAFM

James M. Dunn Date
Department Manager of
Power & Way

May 23, 1995

MEMORANDUM OF UNDERSTANDING: SEIU/MOU-040-8
Class A Driver's License in Track & Structure

Mr. Milt Waalkens
President/BART Chapter
Service Employees International Union, Local 790
100 Oak Street
Oakland, CA 94607

Subject: Class A Driver's License in Track & Structure

Dear Mr. Waalkens:

The Parties agree to the following procedure in requiring Class A driver's license of employees in Track & Structure:

1. Management has determined the number of Class A driver's licenses needed as follows: In the Structures area two positions require a Class A driver's license for the 5/8 day shift and seven Class A driver's licenses for the 5/8 grave yard shift. In the Tract area two positions require a Class A driver's license for the 4/10 day shift, one Class A license for the 5/8 day shift and seven Class A driver's license for the 5/8 grave yard shift. These positions will be designated as "Positions requiring a Class A Driver's License" for all appropriate reasons, to include work assignment, recruitment, employment and random drug and alcohol testing. If management determines that it needs to increase the number of positions required to have a Class A license, it will notify the Union why the number needs to be increased.
2. At the implementation of this procedure the Union will identify the employees who will be placed into the positions requiring the Class A driver's license. Initially, if a current employee does not have a Class A license they will be given up to 90 calendar days to obtain the license. After the initial implementation, employees in designated license positions must have a Class A license to remain in the position.

- 3. Management will make training available to MW II or MW III employees within the Track & Structure Department who wish to bid on or hold a position that is required to have a Class A driver's license in the Power &Way Department. It will then be the responsibility of the employee to obtain the required license.
- 4. After the initial implementation, employees or applicants who are applying for designated Class A driver's license positions will be required to have the Class A driver's license prior to their appointment. An employee or applicant who obtains the Class A driver's license and is appointed into a designated position will be reimbursed for the cost of the required physical examination and application fee upon submission of receipts. Employee's in Track & Structure who request and receive approval will be given official time in a paid status to take the Class A driver's test.
- 5. Current employee who are required to have a Class A driver's license and lose their license because of a medical condition, based on written notification from Port Medical, will have their pay red circled.
- 6. Employees who lose their Class A driver's license, for other than a medical condition, will be reduced to a Maintenance Worker II position within Tract & Structure. When the employee demonstrates they have regained the required license, they may bid on a vacant operator position within Track & Structure.

Concur for District:

Concur for Union:

 Howard W. Lewis Date
 Manager of Labor Relations

 Milt E. Waalkens Date
 President, BART Chapter
 SEIU Local 790

 James M. Dunn Date
 Civil Engineer

June 15, 1995

MEMORANDUM OF UNDERSTANDING: MOU-95-01
Random Substance Abuse Testing Representation

Jayne Faria, President
ATU Local 1555
132 Ninth Street, Suite 100
Oakland, CA 94607

Milt Waalkens, President
UPE Local 790
100 Oak Street
Oakland, Ca 94607

RE: Memorandum of Understanding (MOU #95-01)
Random Substance Abuse Testing Representation

Dear Ms. Faria and Mr. Waalkens:

It is mutually agreed between the District and United Public Employees Local 790 and Amalgamated Transit Union Local 1555 that:

1. Employees notified and scheduled for random testing shall be entitled to Union Representation upon verbal or written request only.
2. If Union representation is requested, it shall be provided within one hour at the test site. If the representation is not provided at the test site within that one hour, the District may proceed with the random drug testing without the representative.
3. If the requested representative appears within the one-hour time period, the representative will provide consultation and representation to the employee requesting representation. The representative will not impede the substance abuse testing and will leave the test site and/or return to work, when the employee requesting representation consents to take the test.

4. Any party may notify the other parties of its intent to terminate the MOU with five (5) working days notice. Within the five (5) working day notice period, the parties shall meet to attempt to resolve the disputes or differences that give rise to the intent to terminate. If the parties cannot resolve the disputes or differences, the MOU terminates after the expiration of the five (5) days and the parties revert to their previously held positions. If the MOU is terminated, the parties preserve their rights to arbitrate the original grievances #95-6-018 and #95-007

5. This MOU is non-precedent setting and the parties shall not assert, claim or argue its contents as a beneficial practice in any subsequent arbitration or other proceeding.

CONCUR FOR DISTRICT:

CONCUR FOR ATU:

Larry A. Williams
AGM-Administration

Jayne Faria
President
ATU Local 1555

Milt E. Waalkens
President, UPE
Local 790

cc: J.T. Gallagher
P. Oversier
F. Stephens
M. Settles
H. Lewis
B. George
B. Jackson

December 12, 1995

MEMORANDUM OF UNDERSTANDING: SEIU/MOU-044-8

Mr. Milt Waalkens, President
Service Employees International Union, Local 790
100 Oak Street
Oakland, CA 94607

Subject: Resolution of Service Workers Upgrade to Foreworker II Position(s)

Dear Mr. Waalkens:

This letter is to confirm the understanding reached on November 22, 1995 between the District and Service Employees International Union, Local 790 regarding resolution of the above subject. The parties agreed to the following:

1. The System Service Workers (based on seniority) will be upgraded to Foreworker II positions and compensated at the Foreworker II rate of pay. The upgrades shall occur when the Foreworkers are on their rest days off (RDOs).
2. When System Service Workers (based on seniority) are upgraded to Foreworker II positions, they are expected to perform the following functions:
 - a. Receive System Service Workers check-in calls;
 - b. Fax TARS crew sheets, as required;
 - c. Fax other reports, as required;
 - d. Handle emergency calls, as required; and
 - e. Fill vacancy shifts relative to sick leave/vacation shifts.
3. Upon the completion of the above mentioned administrative functions, the System Service Worker will perform their regular System Service Worker job duties.

- 4. The District has also agreed to compensate those System Service Workers who would have been eligible for this upgrade from May 3, 1993 through the effective date of this Agreement. The District and Union representatives will work together in determining the names of eligible employees.

This Memorandum of Understanding is applicable only to the System Service Workers represented by Service Employees International Union, Local 790 in the Transportation/ System Service Department. Furthermore, this Agreement is non-precedent setting and any issues associated with, or resulting from, the issues addressed herein are not grievable.

When signed below, this will represent the understanding of the parties for the life of the Agreement (1994-1997).

Concur for District:

Concur for Union:

Paul Oversier Chief Transportation Officer	Date	Milt Waalkens President, BART Chapter SEIU Local 790	Date
Howard W. Lewis Manager of Labor Relations	Date	Joe Burrell Chief Steward System Service	Date

PO: AHJ: pkj

cc: ACTOs/ R. Crespo/ H. Lewis/ A. Johnson/ R. Jordan/
S. Wong

December 29, 1995

MEMORANDUM OF UNDERSTANDING: EIU/MOU-042-8

Mr. Milt E. Waalkens
President/BART Chapter
Service Employees International Union, Local 790
100 Oak Street
Oakland, CA 94607

**Subject: Change in RDO's of the Track Division
Graveyard Shift Employees**

Dear Mr. Waalkens:

The parties agree to the following RDO's and method of implementing the RDO's in the Track Division of Track & Structures:

1. The Track Graveyard shift which works 2200 hours to 0600 hours will have half (50%) of the scheduled manning by position classification to have RDO's of Friday and Saturday and the other half (50%) to have RDO's of Sunday and Monday. If there is an odd number of employees, so it can't be 50%/50%, management will decide which of the two RDO's the odd manning will have.
2. There will be one initial re-bid of the entire Track Division commencing on Monday, January 22, 1996 and ending no later than Friday, January 26, 1996.
 - a. Jobs will be listed for bid by a Position Bid Number identifying the classification, shift and RDO.
 - b. A published list consisting of said Position Bid Number, classification, shift and RDO will be made available to affected employees by January 8, 1996.
3. This bid will become effective on January 29, 1996.

4. Any future job openings will be filled in accordance with the Advance Bid Procedure in Section 24.5 of the Negotiated Agreement.

Concur for District:

Concur for Union:

Howard W. Lewis Date
Manager of Labor Relations

Milt E. Waalkens Date
President, BART Chapter
SEIU Local 790

James M. Dunn Date
Civil Engineer

January 18, 1996

MEMORANDUM OF UNDERSTANDING: SEIU/MOU 049-8

Mr. Milt Waalkens
President/BART Chapter
Service Employees International Union Local 790
100 Oak Street
Oakland, CA 94604

Dear Mr. Waalkens:

This shall represent the parties, i.e., the San Francisco Bay Area Rapid Transit District ("The District") and the Service Employees International Union Local 790 ("SEIU 790"), understanding regarding the Foreworker Evaluation Committee.

The parties agree to administer Section 24.6 of the District and SEIU 790 Collective Bargaining Agreement ("CBA") in accordance with the changes contained herein and this M.O.U. shall be in effect until it expires on June 30, 1997.

The changes, in the administration of Section 24.6, agreed to by the parties are indicated:

- The current composition of the committee shall be changed by adding one additional person from the Foreworker classification to be designated by the Union.
- The minimum requirements on the Foreworker position description posting shall be changed to indicate a person must have completed Step 7 in the MWIII Step Progression System. In classifications where candidates do not come from the Maintenance Worker Step Progression System, a minimum of three years' BART experience will be required. This provision is not applicable to posting numbers 96-365, 96-366, and 96-368.
- In an effort to promote the perception of openness and inclusiveness related to the selection process, SEIU

Local 790 President may appoint a non-voting silent observer to attend the selection interviews.

- The following point distribution system will be utilized by the Foreworker Evaluation Committee in conducting interviews and evaluating candidates.

	<u>Category</u>	<u>Point Range</u>
a.	Years of Job Related Experience (1 point per year)	0-10
b.	Verifiable Supervisory Experience (1 point for each 6 months)	0-10
c.	Job Related Education (1 point for each 16 units)	0-5
d.	Technical Knowledge	0-15
e.	Ability to Read and Write Effectively	0-15
f.	Ability to Effectively Communicate Verbally	0-15
g.	Ability to Analyze Problems, Make Decisions and Direct a Work Force	0-20
h.	Dependability	0-10
i.	Total Score	100

Materials utilized to evaluate candidates shall be kept in strict confidence. However, upon request an interviewed candidate may review his/her individual average score(s) in each of the above categories. The years of job related experience and verifiable supervisory experience, categories a & b, shall be years of experience working either within or outside the District. In accordance with the minutes clarification to Section 24.6 of the contract, by copy of this M.O.U., the Union is advised of the changes in point ranges for these categories.

With exception of these changes, no other changes are intended or required. The committee shall continue to function as it has in the past.

The signatures of the parties below confirm and secure the parties' understanding regarding the Foreworker Evaluation Committee.

Sincerely,

Howard W. Lewis
Manager, Labor Relations

Concur for District:

Concur for SEIU 790:

_____ Howard W. Lewis Manager, Labor Relations	_____ Date	_____ Milt Waalkens President	_____ Date
_____ Fred Stephens Department Manager, RS&S	_____ Date	_____ Dennis Kaczor Vice President	_____ Date
_____ Jim Dunn Department Manager Maintenance & Engineering	_____ Date	_____ John Maher Vice President	_____ Date

July 18, 1996

MEMORANDUM OF UNDERSTANDING: SEIU/MOU-045-8

Mr. Dennis Kaczor
President/BART Chapter
Service Employees International Union, Local 790
100 Oak Street
Oakland, CA 94607

**Subject: Settlement of Holiday Staffing in Oakland
Non-Revenue Vehicle Shop, as Part of
Arbitration 726-94**

Dear Mr. Kaczor:

The Bay Area Rapid Transit District (District) and SEIU Local 790 (Union) agree that holiday staffing at the Oakland Non-Revenue Vehicle Shop will be scheduled as follows:

1. Holiday staffing will include a minimum of two automotive mechanics per shift for a total of six automotive mechanics per holiday. The maximum number of maintenance employees that will work on a holiday will be eleven, unless management determines that more employees are needed to work on a particular holiday.
2. Employees may volunteer to work on a particular holiday, by signing a list showing their interest. If less than two automotive mechanics for each shift volunteer, the least senior automotive mechanic(s) will be required to work that holiday. Once the District has two automotive mechanics scheduled for each shift, up to a maximum of five additional maintenance employees based on seniority, for a total of eleven employees, may work on each holiday.
3. The Union Chief Steward will provide the Manager at Oakland Non-Revenue Vehicle Shop with a list of volunteers prior to the holiday.

4. This MOU will stay in effect for the life of the current negotiated Agreement. It may be extended by mutual agreement of the District and the Union.

Concur for District:

Concur for Union:

Howard W. Lewis Date
Manager of Labor Relations

Milt Waalkens Date
President, BART Chapter
SEIU Local 790

James Dunn Date
Civil Engineer

John Maher Date
Vice President
BART Chapter
SEIU Local 790

Brent P. Baldwin Date
Manager of Vehicle
Maintenance

Ray Quan Date
Chief Union Steward
SEIU Local 790

February 13, 2001

Mr. Dennis Kaczor
President/BART Chapter
Service Employees International Union/Local 790
100 Oak Street
Oakland, California 94607-4586

Subject: **Addendum to SEIU/MOU 045-8** (Settlement of Holiday Staffing in Oakland, Non-Revenue Vehicle Shop, as Part of Arbitration 726-94)

Dear Mr. Kaczor:

The Bay Area Rapid Transit District (District) and Service Employees International Union, Local 790 (SEIU) agree to modify the Oakland Non-Revenue Vehicle Shop Memorandum of Understanding SEIU/MOU 045-8 Holiday Staffing as follows:

1. Two (2) foreworkers will be added to the minimum number of employees that will be scheduled to work on holidays. The staffing will be two (2) foreworkers (one (1) per shift, four (4) mechanics (two [2] per shift), and six (6) support staff.
2. The foreworkers will be selected from the shift where the opening occurs. If the foreworker declines to work the holiday, a vehicle mechanic from the shift of the opening will be asked to work as an upgraded foreworker. This selection will be by classification seniority and shift where the opening occurs.
3. A pool of support staff (machinist, welder, tool room attendant, utility worker and material coordinator) will be established for six (6) positions. One each from machinist, welder, utility worker and material coordinator, and two (2) tool room attendants (one [1] from the graveyard shift and one [1] from the day shift).
4. Any slot not taken to work will be moved to a second pool. The employees in the second pool will be

canvassed in classification seniority order to work the holiday.

5. This modification will stay in effect for the life of the current SEIU/MOU 045-8.

The above represents the entire Addendum to SEIU/MOU 045-8.

CONCUR FOR THE
DISTRICT:

12/14/01

Joe Torrasi Date
Division Manager Maintenance
Support

12/16/01

Darrell Murray Date
Labor Relations Manager

12/14/01

Brent Baldwin Date
Manager
Vehicle Maintenance

CONCUR FOR THE UNION:

12/13/01

Dennis Kaczor Date
President, BART Chapter
SEIU, Local 790

12/14/01

John Maher Date
Vice-President, BART
Chapter SEIU, Local 790

12/14/01

Mel Grimes Date
Chief Steward

Robert James Date
Chief Foreworker Steward

March 12, 1997

MEMORANDUM OF UNDERSTANDING: SEIU/MOU-046-8

Mr. Dennis Kaczor
President/BART Chapter
Service Employees International Union, Local 790
100 Oak Street
Oakland, CA 94607

Subject: Settlement of Holiday Staffing in Rolling Stock and Shops Departments in Concord Shop, Daly City Shop, Hayward Shop, Richmond Shop, Mainline Technician and Exterior Car Cleaners as per part of Arbitration 726-94

Dear Mr. Kaczor:

The Bay Area Rapid Transit District (District) and SEIU, Local 790 (Union) agree that the holiday staffing at the Concord Shop, Daly City Shop, Hayward Shop, Richmond Shop and Mainline Technicians of the Rolling Stock and Shops Department will be scheduled as follows:

1. Minimum holiday staffing levels in the Concord Shop, Hayward Shop, Richmond Shop and Mainline Technicians of the Rolling Stock and Shops Department will be the average of the number of persons who worked the holidays in 1988, 1989 and 1990. The Daly City Shop minimum holiday staffing levels will be the same as the Concord Shop. Management at its discretion, however, may require additional people to work on a holiday. (See attached schedule)
2. The Exterior Car Cleaning Operation will remain shut down on holidays.
3. Employees will continue to volunteer to work on a particular holiday. If less than the desired levels are reached through volunteers, the least senior qualified employee(s) in the need classification will be required to work that holiday.

4. The Union Chief Steward will provide the Managers at the Concord Shop, Daly City Shop, Hayward Shop, Richmond Shop and Mainline Technicians with a list of volunteers prior to the holiday.
5. This MOU will stay in effect for the life of the current negotiated Agreement. It may be extended by mutual agreement of the District and the Union.

Concur for District:

Concur for Union:

Howard W. Lewis Date
Manager of Labor Relations

Dennis Kaczor Date
President, BART Chapter
SEIU Local 790

Fred Stephens Date
Rolling Stocks and Shops
Manager

John Maher Date
Vice President, BART
Chapter SEIU Local 790

Chief Steward Date
SEIU Local 790

April 4, 1997

Mr. Dennis Kaczor
President/BART Chapter
Service Employees International Union, Local 790
100 Oak Street
Oakland, CA 94607

**Subject: Modification to Memorandum of
Understanding SEIU/MOU-046-8**

Dear Mr. Kaczor:

Per our phone conversation of April 4, 1997, the Bay Area Rapid Transit District and SEIU, Local 790 agree that the Settlement of the Holiday Staffing award will be modified as follows:

The Daly City Shop will include the names of thirty four (34) individuals, modifying the original list of twenty three (23) individuals for payment, see attached list.

All other provisions of SEIU/MOU-046-08 remain in effect.

Concur for District:

Concur for Union:

_____ Howard W. Lewis Manager of Labor Relations	_____ Date	_____ Dennis Kaczor President, BART Chapter SEIU Local 790	_____ Date
_____ Fred Stephens Rolling Stocks and Shops Manager	_____ Date	_____ Dennis Jones Chief Union Steward, SEIU Local 790	_____ Date

March 12, 1997

MEMORANDUM OF UNDERSTANDING: SEIU/MOU 047-8

Mr. Dennis Kaczor
 President/BART Chapter
 Service Employees International Union, Local 790
 100 Oak Street
 Oakland, CA 94607

Subject: Modification to Memorandum of Understanding 007-4

Dear Mr. Kaczor:

In preparation for increased service levels, it is agreed that Memorandum of Understanding UPE/MOU 007-4 (4-10 Work Week Plan) will be modified as follows:

Effective April 1, 1997, the District may establish and staff Mainline Technician positions with a five (5) day per week, eight (8) hour per day work schedule, as long as the number of 4-10 plan Mainline Technician positions does not fall below fourteen (14).

All other provisions of UPE/MOU 007-4 remain in effect.

Concur for District:

Concur for Union:

 Howard W. Lewis Date
 Manager of Labor Relations

 Dennis Kaczor Date
 President, BART Chapter
 SEIU Local 790

 Fred Stephens Date
 Rolling Stocks and Shops
 Manager

 Dennis Jones Date
 Chief Union Steward,
 SEIU Local 790

July 1, 1997

MEMORANDUM OF UNDERSTANDING: GEN/MOU-8-1
Flexible Spending Account Program

Mr. Robert Smith, President/Business Agent
Amalgamated Transit Union, Local 1555
132 Ninth Street
Oakland, CA 94607

Mr. Michael Haberberger, Business Agent
Service Employees International Union, Local 790
100 Oak Street
Oakland, CA 94607

Re: Flexible Spending Account Program

Dear Mr. Smith and Mr. Haberberger:

The parties agree to meet within the term of the Agreement (July 1, 1997 to June 30, 2001) to discuss the concept of creating a Flexible Spending Account Program that would allow employees to set aside pre-tax dollars to pay for dependent care and unreimbursed health care expenses in accordance with Internal Revenue Code (IRC) provisions.

CONCUR FOR DISTRICT: CONCUR FOR UNION:

_____	_____	_____	_____
Howard W. Lewis	Date	Robert Smith	Date
Manager of Labor Relations		President/Business Agent	
		ATU, Local 1555	

_____	_____	_____	_____
Michael Settles	Date	Michael Haberberger	Date
Department Manager			

September 4, 2002

MEMORANDUM OF UNDERSTANDING No. 062-1
(formerly 062-2)

Ms. Roxanne Sanchez
Ms. Sue Angeli

Dear Ms. Sanchez and Ms. Angeli:

This MOU represents the parties agreement as to how the ABF process and RIF language are harmonized within the Maintenance Subunit and the manner in which a reduction in force is otherwise to be carried out within the various subunits of the bargaining unit.

I. MAINTENANCE SUBUNIT

The reduction in force process will be as follows for those reductions in force initiated in the Maintenance Subunit:

- A. The District will give the Union at least seven (7) days prior notice of any District intention to redline (i.e. freeze) or abolish a position. The District shall also post such notice in accordance with the Advance Bid Form procedure. The District's delivery of such posting to the Union, by fax or otherwise, shall constitute one of the acceptable forms of the notice required under this subsection A.
- B. After seven (7) days the District will conduct a bid in accordance with the ABF within the classification in which the position(s) eliminated in the RIF exist. However, the implementation of such bid may be delayed until employees displaced by the elimination of positions have been laid off or have bumped to other positions, whichever applies.
- C. After the bid is complete employees who have not successfully bid due to insufficient seniority may be given notice of layoff or potential layoff by the District. Such notice may be delivered in person to the employee or by certified mail or courier to the employee's address in the

employee's file in the Human Resources Department. On the same day it is delivered or sent to the employee the District will deliver a copy of the notice to the Union, by fax, in-person delivery, e-mail, or by certified mail or courier.

- D. Employees who are given a notice of potential layoff will have two business days (M-F, excluding contractual holidays and regular days off) to respond to such notice as instructed in that notice. (Copy of sample notice attached hereto as attachment A).
- E. District representatives, union representatives, and employees receiving notice of potential layoff will meet jointly and promptly after expiration of the second business day referred to above. Such meeting shall be held at a reasonable time and location designated by the District. A "reasonable time and location" takes into account the number of employees affected whose bumping preferences must be simultaneously analyzed, the need to process layoffs in the most expeditious manner possible and the reasonable limitations on the Union's and District's availability. If the Union is not reasonably available, the meeting with the employee will go on without the Union's participation. (Example: if ten (10) employees in the affected subunit receive notice of potential layoff a meeting would normally be held within two (2) business days following the conclusion of the initial two (2) day response period mentioned above. If twenty (20) employees within the affected subunit are being simultaneously processed it would be reasonable to hold two meetings within four (4) business days to process these employees., etc. etc.)
- F. At the meeting(s) described in E above the following steps will occur:
- First, the employee and/or the Union (if authorized in writing in advance by the employee) will identify those classifications for which the employee or union believes the employee is qualified to bump.

- Second, after making such verification inquiries as it deems necessary, the District will identify those classifications for which it believes the employee is qualified to bump.
 - Third, the employee will identify his or her prioritized preferences among the classifications into which the District has determined he or she is qualified to bump and the positions within those classifications for which he or she is eligible subject to the vacancy-first rule under section 25.2.C.1 of the labor agreement and seniority. However, disputes that remain concerning whether an employee is actually qualified to bump into a classification into which he or she or the union has asserted that the employee has the right to bump may be grieved if the employee is denied a preferred bump as a result of such determination.
- G. When the steps in F are concluded and the District is ready to implement such steps, the District may issue additional notices of potential layoff (to be processed in the manner described above), layoff notice (if the affected employee has no remaining bumping options), or a bump notice indicating the position into which the employee will bump, as appropriate.
- H. Once all employees affected by the Reduction in Force have been laid off or bumped, a rebid will be conducted in each classification subject to the ABF except classifications in which the reduction in force process was initiated where a rebid has already taken place.

II. CLERICAL SUBUNIT (Including Professional Chapter)

The reduction in force process will be as follows for those reductions in force initiated in the Clerical Subunit and Professional Chapter:

- A. The District will give the Union at least seven (7) days prior notice of any District intention to redline (i.e. freeze) or abolish a position when it is contemplating a reduction in force. The District may deliver such notice to the Union by fax or otherwise.

- B. After the seven (7) days the District may give a notice of layoff or potential layoff to an employee(s) whose position is being eliminated. Such notice may be delivered in person to the employee or by certified mail or courier to the employee's address in the employee's file in the Human Resources Department. On the same day it is delivered or sent to the employee the District will also deliver a copy of the notice to the Union, by fax, in-person delivery, e-mail, or by certified mail or courier.
- C. Employees who are given a notice of potential layoff will have two business days (M-F, excluding contractual holidays and regular days off) to respond to such notice as instructed in that notice. (Copy of sample notice attached hereto as attachment A).
- D. District representatives, union representatives, and employees receiving notice of potential layoff will meet jointly and promptly after expiration of the second business day referred to above. Such meeting shall be held at a reasonable time and location designated by the District. A "reasonable time and location" takes into account the number of employees affected whose bumping preferences must be simultaneously analyzed, the need to process layoffs in the most expeditious manner possible and the reasonable limitations on the Union's and District's availability. If the Union is not reasonably available, the meeting with the employee will go on without the Union's participation. (Example: if ten (10) employees in the affected subunit receive notice of potential layoff a meeting would normally be held within two (2) business days following the conclusion of the initial two (2) day response period mentioned above. If twenty (20) employees within the affected subunit are being simultaneously processed it would be reasonable to hold two meetings within four (4) business days to process these employees., etc. etc.)
- E. At the meeting(s) described in D above the following steps will occur:

- First, the employee and/or the Union (if authorized in writing in advance by the employee) will identify those classifications for which the employee or union believes the employee is qualified to bump.
 - Second, after making such verification inquiries as it deems necessary, the District will identify those classifications for which it believes the employee is qualified to bump.
 - Third, the employee will identify his or her prioritized preferences among the classifications into which the District has determined he or she is qualified to bump and the positions within those classifications for which he or she is eligible in light of seniority. However, disputes that remain concerning whether an employee is actually qualified to bump into a classification into which he or she or the union has asserted that the employee has the right to bump may be grieved if the employee is denied a preferred bump as a result of such determination.
- F. When the steps in E are concluded and the District is ready to implement such steps, the District may issue additional notices of potential layoff (to be processed in the manner described above), layoff notice (if the affected employee has no remaining bumping options), or a bump notice indicating the position into which the employee will bump, as appropriate.

III. General Provisions

1. If a conflict arises between an interpretation of this MOU and an interpretation of the labor contract, the interpretation under this MOU shall control. However, nothing herein shall be applied or construed in a manner that impairs the protections provided in section 17.7.C of the 2005-09 agreement.
2. This MOU represents the entire agreement between the parties regarding this subject matter and supercedes any other such previous agreements addressing this subject

matter. Any amendments must be in writing and executed by both parties.

3. This Memorandum of Understanding (MOU) between the District and the Union is binding on the parties, effective September 4, 2002.

Done this day, _____, 2002.

For the District:

For the Union:

Darrell Murray

Roxanne Sanchez

Bud Brandenberger

Ray Quan

Suzanne Angeli

ATTACHMENT A – MOU 062-1 (formerly 062-2)

Employee Name
Employee Address

Date: _____

_____**IMPORTANT****NOTICE OF POTENTIAL LAYOFF - PLEASE READ
CAREFULLY AND DELIVER RESPONSE BY THE STATED
DEADLINE**

Dear _____ (Employee):

As you know the District _____ (general factors precipitating the layoff). For that reason, the District has no alternative but to further reduce its workforce. The District tentatively believes that your position may be eliminated or that an employee with greater seniority may bump you from it.

To evaluate your bumping options, the District needs information concerning your qualifications and preferences so that it may properly implement the coming reduction in force. The enclosed forms are intended for that purpose. You may wish to contact your union representative for assistance in understanding, evaluating, and responding to these forms and the information they contain as it may apply to you. Once the District has this information, the Human Resources Department and the Union will analyze and determine your bumping options, if any. When this is concluded, you will receive a layoff notice (if you have no bumping options) or a notice informing you of the position into which you will bump in light of your seniority and preferences.

If you are terminated, you will be advised of the effective date, payroll information, and of resources available to assist you as you prepare to search for other employment. If a bump is involved, you will be advised of your new position, hours, supervisor and report location.

A meeting has been scheduled for _____ (time) in _____ (location) on _____ (date). You are directed to attend this meeting. At that time your union

representative will assist you in evaluating the enclosed information and forms as they apply to you. While at that meeting you will complete and sign the forms, along with your Union representative. These forms will then be reviewed for seniority and MQ's by Employment representatives who will then verify the qualifications and inform the employee of the position they have bumped.

Failure to properly complete the form or to turn them into the union at the meeting will adversely affect your employment options. If you are unable to attend this meeting due to illness or other emergency, your union representative may complete the form, sign, date and return it on your behalf. They will only do this if you notify one of them in advance of your desire that this be done. However, you will be bound by the union's actions.

Thank you for your continued patience and service in this difficult time.

Sincerely,

Department Manager

C: Michal Settles
D'arcy Porter
Wilbur Wong
SEIU Local 790 Representative

Received:

Employee

Date:

ATTACHMENT B - SEIU MOU 062-1 (formerly 062-2)

SEIU LOCAL 790
BART MAINTENANCE AND CLERICAL SUBUNIT
QUALIFICATIONS AND INITIAL PREFERENCE FORM

Please carefully follow the instructions for filling out this form. Failure to do so, or failure to return it to your union representative as stated in the notice of reduction in force/potential layoff may adversely affect your employment opportunities at BART.

The job classifications listed on page 2 are ones for which you appear to meet the minimum qualifications, based on information contained in your personnel file maintained by the Human Resources Department. Attached are the minimum qualifications and job titles for all jobs within your sub-unit (clerical or maintenance). Please review these and add any to the below list for which you believe you are qualified. If you add to the list, you must also establish that you have the qualifications that you claim. You may do so by relying on the information already in your Human Resources Department file. You may also attach additional documentation (e.g. diplomas, certificates, names of prior employers and jobs held, etc.) to your response. However, you must submit any documentation you wish to submit by the below deadline. Diplomas, certificates and other documentation must be verifiable.

When you have added any additional classifications you wish to add to the list, please fill out the preference information on page 3 of this form. **This form must be completed, signed, dated, returned to your union representative at the meeting described in the notice of reduction in force/layoff you received.** You are encouraged to deliver your response in person. Mailed responses that arrive after the delivery deadline will not be accepted.

Employees who deliver their responses in time will at the time of delivery be given a copy of the response, signed as received and dated by the Human Resources Department representative in attendance at the meeting. Employees who fail to respond by the deadline or who claim to have responded but who do not have a receipt will be deemed to qualify only for those classifications listed in the letter they received from the District.

Employees are encouraged to complete this form personally. However, if you are unable to respond for some reason, the

District will accept a completed form from the union on your behalf as long as it is submitted by the deadline and clearly signed on your behalf by the union. It is your responsibility to ensure that your union representative obtains a receipt and that he or she provides it to you. Replacement receipts will not be issued.

Classifications For Which You Meet Minimum Qualifications

I believe that I meet the minimum qualifications for the following additional classifications (attach documentation):

Employee Name (print): _____

Employee (or union agent) signature: _____ **Date:** _____

Employee Number: _____

Received: _____ **/Date:** _____
Human Resources Dept. Representative

Designation of Preliminary Preferences
Clerical and Maintenance Sub-units

1. Please list all of the job classifications that are listed on page 2, including those you have added, and indicate your preference for those classifications beginning with the most preferred (preference 1) and ending with your least preferred option.

_____	_____
_____	_____
_____	_____
_____	_____

2. Please indicate your preference for days off beginning with your most preferred day off (1) and ending with your least preferred day off (7):

Monday	_____
Tuesday	_____
Wednesday	_____
Thursday	_____
Friday	_____
Saturday	_____
Sunday	_____

3. Please indicate your preference for shift beginning with your most preferred shift (1) and ending with your least preferred (4) shift:

<u>Night Shift</u>	(50% or more of the shift regularly falls between 0001 and 0800 hours)	_____
<u>Evening Shift</u>	(50% or more of the shift regularly falls between 1600 and 2400 hours)	_____
<u>Day Shift</u>	(50% or more of the shift regularly falls between 0800 and 1600 hours)	_____
<u>Relief Shift</u>	(multiple shift start times and work locations):	_____

4. Please identify any locations at which you prefer to work in order of most preferred to least preferred:

Employee Name (print): _____

Signature: _____ Employee Number: _____
Employee (or union agent)

Date _____

Received _____ Date: _____
Human Resources Department Representative

November 15, 2002

MEMORANDUM OF UNDERSTANDING: SEIU/MOU 063-3

Ms. Roxanne Sanchez
President/BART Chapter
Service Employees International Union, Local 790
100 Oak Street
Oakland, CA 94607-4586

Re: Memorandum of Understanding: SEIU/MOU 063-3
Hayward "Back Shop" Probationary Period Reversion

Dear Ms. Sanchez:

Service Employees International Union, Local 790 and the San Francisco Bay Area Rapid Transit District agree that the Hayward "Back Shop" is different in the maintenance work performed than the Service and Inspection area of the Hayward Shop. To that end the Union and the District agree:

1. Section 26.2 promotion within the bargaining unit is applicable except that an employee who bids to the Back Shop via the Advance Bid Procedure may be returned by the District to their former position during 80 day probationary period that applies to the Back Shop position (or during any extension of such probationary period agreed upon under no. 5 below) if the employee fails to qualify based on the evaluation(s) of the relevant Employee Development Specialist.
2. This "forced" reversion in no way will disqualify the reverted employee from future Advanced Bids into the Back Shop if the employee qualifies through some form of learning that will demonstrate knowledge sufficient to complete the probationary period satisfactorily.
3. Any provision of the 2001-2005 Master Agreement by which the terms of this MOU conflict or are inconsistent shall be deemed waived for purposes of this MOU.

4. This Memorandum of Understanding will remain in full force and effect for the life of the present Agreement (2001-2005).
5. The parties may on a case by case basis and without precedent agree to extend the probationary period beyond the initial 80 days to a combined maximum of 180 days to permit a better evaluation of the employee's ability to do the job. All agreements to extend the probationary period must be in writing and entered into in advance of the expiration of the probationary period by the Chief Steward, the Manager over the Back Shop or his/her designee, and the Labor Relations Manager and his or her designee.
6. This written MOU is the entire MOU between the parties. There are no promises, terms or conditions between the parties not expressed herein in writing.

CONCUR FOR THE
DISTRICT:

Darrell Murray Date
Manager, Labor Relations

Bill McCoy Date
Chief Mechanical Officer

CONCUR FOR THE UNION:

Roxanne Sanchez Date
President/BART Chapter
SEIU, Local 790

Bud Brandenberger Date
Vice President/BART Chapter
SEIU, Local 790

Ray Quan Date
Vice President/BART Chapter
SEIU, Local 790

J.R. Thomas Date
Chief Steward

April 2, 2003

Memorandum of Understanding: SEIU 062-2

A. Parties

The parties to this Memorandum of Understanding (MOU) are the San Francisco Bay Area Rapid Transit District ("District") and SEIU Local 790 ("Union").

B. Background

The parties are signatories to a 2001-05 collective bargaining agreement ("2001-05 agreement"). The District has recently experienced a reduction in force ("RIF"). A number of employees that were in the Union's bargaining unit were laid off during the FY03 RIF. The parties have met with the State Employment Development Department ("EDD") to discuss resources available for retraining workers who have been laid off. The EDD has identified funds available to retrain workers who have been laid off. The available funding can only be utilized to retrain currently laid off workers, and cannot be used to retrain currently employed workers. Workers who have been laid off who are placed in programs funded by such funding must be maintained in that program until the normal conclusion of their training. The parties mutually desire to mitigate the adverse effect that continued unemployment has on District employees who have been laid off. Therefore, they have adopted the following mutual understandings regarding the manner in which the 2001-05 agreement would apply to permit the placement in the elevator-escalator training program of laid off workers who have not been recalled.

C. Mutual Understandings

The parties mutually understand that:

1. Employees who have been laid off from District employment and remain unemployed by the District may be offered vacant and available positions in the elevator-escalator training program before such positions are offered to active District employees; provided that such

laid off employees must pass all tests and otherwise meet the qualifications for participation in the program.

2. If such a laid off employee declines an offer of employment in such a training position it shall not affect the employee's continuing recall rights under the agreement. However, no further offer of entry into the elevator-escalator training program shall be made while the employee is in inactive status.
3. If the laid off employee is offered such a training program position, and if he or she earned a wage rate higher than the 90% of Maintenance Worker III trainee rate at the time of layoff, he or she shall be paid the higher rate while in the training program rather than the 90% trainee rate. However, the employee will not be entitled to across the board wage increases that occur prior to the normal conclusion of their training. Instead, they shall move to the then current MWIII rate upon conclusion of their training.
4. Until the normal conclusion of their training, such employees shall not be considered in any bumping process. They shall not be subject to being bumped from and shall not be permitted to bid out of the trainee position or accept an offer pursuant to listing on an eligibility pool list or other application and selection procedures.

D. Other Terms

1. The terms of this agreement shall not establish a precedent for the manner in which the 2001-05 labor agreement applies in other circumstances.
2. If any conflict or inconsistency arises between any term of this M.O.U. and any term of the 2001-05 agreement, the terms of this M.O.U. shall prevail. Except to the extent of such inconsistency or conflict, the terms of the 2001-05 agreement shall otherwise govern the terms of participation in and withdrawal from the elevator-escalator training program for trainees entering the program pursuant to this M.O.U.

3. This MOU shall be effective upon the signing by all parties below:

Done this day, April 2, 2003.

For the District:

For the Union:

Teresa E. Murphy Date
Assistant General
Manager, Administration

Roxanne Sanchez Date
President
BART Chapter
SEIU, Local 790

Bud Brandenberger Date
SEIU, Local 790

Ray Quan Date
SEIU, Local 790

September 28, 2005

MEMORANDUM OF UNDERSTANDING: SEIU/MOU 063-5-

Ms. Roxanne Sanchez
President/BART Chapter
Service Employees International Union, Local 790
100 Oak Street
Oakland, CA 94607

Subject: Holiday Staffing in Oakland Non-Revenue Vehicle Shop, replacing MOU 045-8 dated July 18, 1996 as amended by an Addendum dated February 13, 2001 that resolved Arbitration #726-94 and resolving Grievances #02-6-116 and #02-6-033

Dear Ms. Sanchez:-

A. PARTIES

This Memorandum of Understanding (hereinafter "MOU") is between the San Francisco Bay Area Rapid Transit District (hereinafter "District") and the Service Employees International Union Local 790 (hereinafter "Union"). The parties agree as follows:

B. BACKGROUND

The parties are signatories to a 2001-05 collective bargaining agreement. That agreement sets forth certain terms and conditions of employment applicable to employees in the bargaining unit represented by the Union.

On July 18, 1996, the District and Union reached settlement on the holiday staffing in the Oakland Non-Revenue Shop as part of arbitration #724-94. The settlement was reflected in SEIU/MOU-045-8. On February 13, 2001, the District and the Union agreed to an addendum to SEIU/MOU-045-8 on the holiday staffing.

The Union filed a grievance (LR#02-6-116) on September 10, 2002 regarding the District's alleged violation of

SEIU/MOU-045-8 and the addendum thereof. The dispute was scheduled for arbitration on March 9, 2005. Prior to the arbitration, the parties tentatively agreed to settle grievances LR#02-6-116 and LR#02-6-033 under conceptual terms that were to be further reduced to specific terms that are now reflected in the language of this MOU. That language reflects the parties' agreement to combine SEIU/MOU-045-8, the addendum and the resolution of grievances LR#02-6-116 and LR#02-6-033 into one new MOU-063-5.

C. TERMS OF AGREEMENT

The District and Union agree that holiday staffing at the Oakland Non-Revenue Vehicle Shop will be scheduled as follows:

1. The maximum number of maintenance employees that will work on a holiday that falls on a regular workday (non-RDOs) will be twelve (12), unless management determines that more employees are needed to work on a particular holiday.
2. If a holiday falls on an employee's RDO, the employee will not be scheduled to work. If a holiday does not fall on an employee's RDO, the number of maintenance employees scheduled to work will not exceed the number normally scheduled to work the holiday. For example, Saturday is currently a RDO for the day shift. If the holiday falls on a Saturday, no employee will be scheduled to work the day shift. However, three (3) employees are currently scheduled to work the graveyard shift on Saturday. No more than three (3) employees will be scheduled to work the graveyard shift.
3. The foreworkers will first be selected from the shift where the opening occurs. If all foreworkers decline to work the holiday, a vehicle mechanic from the shift of the opening will be asked to work as an upgraded foreworker. This selection will be by classification seniority and shift where the opening occurs.
4. A pool of support staff (machinist, welder, tool room attendant, utility worker and material coordinator) will be established: One each from machinist, welder, utility worker and material coordinator, and one (1) tool room attendant

5. Employees may volunteer to work on a particular holiday, by signing a list showing their interest. However, employees whose RDOs fall on a holiday may not volunteer to work on the holiday unless there is an insufficient number of volunteers who normally are scheduled to work that day.
6. If there are an insufficient number of volunteers, the District may inversely assign employees within their functional classification to work the holiday.
7. The Union Chief Steward will provide the Manager at Oakland Non-Revenue Vehicle Shop with a list of volunteers prior to the holiday.
8. This MOU will stay in effect for the life of the current negotiated Agreement. It may be extended by mutual agreement of the District and the Union.

D. PAYMENT

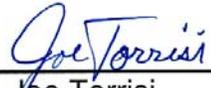
The parties agree that three (3) Automotive and Equipment Mechanics will be paid a total of ten (10) holidays at double time at the pay rate in effect on July 1, 2002. These three (3) employees would normally have worked the Monday holiday on the graveyard shift. The three (3) employees are Ray Quan, Robert Lewis and William Gamble. This represents the full payment settlement for grievances LR#02-6-116 and LR#02-6-033.

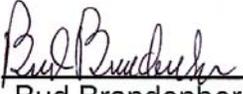
Concur for the District:

Concur for the Union:

 10/13/05
 Darrell Murray Date
 Manager of Labor Relations

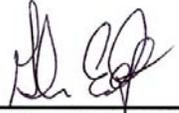
 10/13/05
 Roxanne Sanchez Date
 President, BART Chapter
 SEIU Local 790

 10/13/05
 Joe Torrisi Date
 Division Manager
 Maintenance Support

 10/13/05
 Bud Brandenberger Date
 Vice President
 BART Chapter
 SEIU Local 790

 10-13-05
 John Ford Date
 Manager of Automotive &
 Equipment Maintenance

 10/13/05
 Eugene M. Teixeira Date
 Chief Union Steward
 SEIU Local 790

 13 OCT 05
 Glen Eddy Date
 Chief Foreworker Steward

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			1	2	3	4						1	1	2	3	4	5			
5	6	7	8	9	10	11	2	3	4	5	6	7	8	6	7	8	9	10	11	12
12	13	14	15	16	17	18	9	10	11	12	13	14	15	13	14	15	16	17	18	19
19	20	21	22	23	24	25	16	17	18	19	20	21	22	20	21	22	23	24	25	26
26	27	28	29	30	31		23	24	25	26	27	28	29	27	28	29	30			
							30	31												
October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7	1	2	3	4	5		
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
25	26	27	28	29	30	31	29	30						27	28	29	30	31		