

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

ATU DIVISION 1555 NEGOTIATIONS

TENTATIVE AGREEMENT – BASE WAGE SCHEDULE

April 7, 2016

The San Francisco Bay Area Rapid Transit District ("BART") and ATU Division 1555 ("ATU") have negotiated and reached a tentative agreement on this provision of the Collective Bargaining Agreement ("CBA"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. All parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by SEIU membership, ATU membership and the BART Board of Directors.

The parties agree to revise Section 47.0 as follows:

47.0 BASE WAGE SCHEDULE

- 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 85%, 87.5%, 90%, and 100% (top rate) is based on one year intervals, on the date of hire/anniversary date. All percentages are based on the top rate. The pay steps are applicable to employees hired on or after January 1, 1995. The pay progression will apply only one time to each such employee.
- D. The new pay progression is effective July 1, 1997, the effective date of the labor agreement.
- E. Employees hired before January 1, 1995 and who are not at top step will be placed at the 100% rate of pay of their classification effective July 1, 1997.
- F. Employees hired on or after January 1, 1995 and before July 1, 1997 will have their rate of pay slotted into the next immediate higher pay rate in the new pay progression. Employees will move to the higher pay rate based only on their date of hire/ anniversary date.
- G. New employees that are hired will be placed at the first year pay progression rate (85%) of their classification pursuant to Section S47.0 Base Wage Schedule. New employees will progress through each successive step based on their date of hire/anniversary date with the District.
- H. Fiscal Year 2014

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

I. Fiscal Year 2015

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

J. Fiscal Year 2016

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

K. Fiscal Year 2017

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

L. Fiscal Years 2018, 2019

Effective July 01, 2017 and July 01, 2018 the base salary/wage schedule for bargaining unit members shall be increased by two and one half percent (2.50%).

M. Fiscal Years 2020, 2021

Effective July 01, 2019 and July 01, 2020 the base salary/wage schedule for bargaining unit members shall be increased by two and seventy-five hundredths percent (2.75%).

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

N. Conditional Lump Sum Payments*

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

1. Criteria for Lump Sum Payment:

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

a. Specific Increased Expenses

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

- District's Employer PERS miscellaneous pension contribution rates increased by more than 16%;
- Health insurance premiums, as reported by CalPERS and measured by the simple average of the annual percent change in Blue Shield Access+ and Kaiser Premiums, required by Section 5.2B of this Agreement increased by more than 10%.

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

b. Extraordinary, Unplanned Expenses

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

***Minute Clarification**

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

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

Short Range Transit Plan
Average Weekday –
Core System

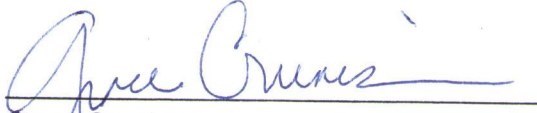
	FY13	FY14	FY15	FY16	FY17
Average Weekday Ridership Core System	346,869	356,443	357,615	365,498	368,960
% Growth over Prior Year		2.760%	0.329%	2.204%	0.947%
<u>SRTP Adopted Oct. 2014</u> <u>Average Weekday –</u> <u>Core System</u>	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>	
<u>Average Weekday</u> <u>Ridership Core System</u>	<u>378,380</u>	<u>387,990</u>	<u>395,940</u>	<u>402,314</u>	
<u>% Growth over Prior Year</u>	<u>2.6%</u>	<u>2.5%</u>	<u>2.0%</u>	<u>1.6%</u>	

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

***Minute Clarification**

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

FOR THE DISTRICT



Grace Crunican
General Manager

FOR ATU

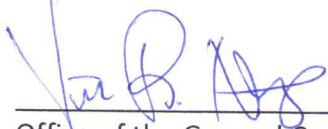


Chris Finn
President/ Business Agent



Carol Isen
Chief Labor Relations Officer

APPROVED AS TO FORM:



Office of the General Counsel
by Victoria R. Nuetzel