

**SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
SEIU LOCAL 1021 NEGOTIATIONS**

TENTATIVE AGREEMENT – BASE WAGE SCHEDULE

April 7, 2016

The San Francisco Bay Area Rapid Transit District (“BART”) and SEIU/Local 1021 (“SEIU”) 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 28.4 as follows:

28.4 BASE WAGE SCHEDULE

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

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

B. Fiscal Year 2014

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

C. Fiscal Years 2015, 2016

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

D. Fiscal Year 2017

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

E. 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%).

F. 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 hundreds 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.

E.G. Conditional Lump Sum Payments

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

1. Criteria for Lump Sum Payment:

Each one (1) percent increase in actual core system annual average weekday ridership growth over the Districts' Short Range Transit Plan (SRTP) projected growth

as specified in the 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%

SRTP Adopted Oct. 2014
Average Weekday –
Core System

	<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.

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

F.H. ELECTRONIC/ELECTRO-MECHANICAL ASSEMBLER

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

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

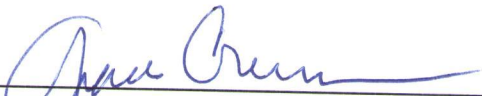
G.I. UTILITY WORKER AND SYSTEM SERVICE CLASSIFICATIONS

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

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

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

FOR THE DISTRICT




Grace Crunican
General Manager



Carol Isen
Chief Labor Relations Officer

FOR SEIU

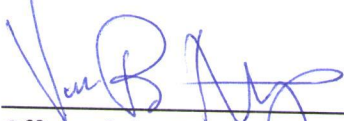


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APPROVED AS TO FORM:



Office of the General Counsel
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