

AFSCME/3993

PROPOSALS TO BART

AFSCME REMAINING ISSUES AS OF 8/6/13

- Classifications: Members receive work before contracting out work that is “currently or historically performed by AFSCME...” If contracted out work exceeds three months, “consideration should be given to the need for additional staff,” but in no event shall a contract exceed six months.
- Union Representatives: Contract language securing 12 union representatives’ paid time off to attend monthly Executive Board meetings and quarterly General Membership Meetings.
- Training: Training for employees. The parties began discussing this item under the IBB model, but it was abandoned by the union. No proposals have been exchanged.
- Educational Assistance Program: Increase amounts available for classes, conferences, workshops, and certifications.
- Classification and Compensation: Develop and implement a Classification and Compensation program that moves employees through steps within their pay band that has an estimated cost in excess of \$15 million over four years.
- Workdays and Workweek: Include meal periods and breaks in the calculation of a work day. Increase the amount of rest time between shifts.
- Reduction-in-Force: Institute a contractual order of layoffs within a classification starting with contractors and part-time employees, then employees on a voluntary basis, and finally employees in seniority order. Other changes to the application and recall process for affected employees.
- Special Provisions Applicable to OCC – Extra Board: Transfer of Extra Board assignments to be made on a work week basis.
- Special Provisions Applicable to Line/Yard SOS/OS – Uniforms: Increase uniform maintenance allowance, change distribution of uniforms to voucher system, and annual payment for uniform replacement in subsequent years of the contract.
- No counterproposals have been made to the District’s proposals on wages, health/medical, and pension.

3.2 CLASSIFICATIONS

~~A. The job classifications covered by the AFSCME bargaining unit include the following:~~

A. The Bargaining Unit represented by the Union includes the following job classifications. The District shall provide the Union with a copy of the current job descriptions for classifications, no later than sixty (60) calendar days after signing of the Agreement:

Classifications	Pay Band
Access Administrator	7
Access Coordinator	6
Applications Analyst	5
<u>Asset Coordinator</u>	<u>6</u>
Assistant Logistics Program Manager	7
Assistant Manager of Revenue Control	9
Automotive and Equipment Maintenance Supervisor	5
Central Maintenance Supervisor	7
Coordinator, Technical Maintenance Support	7
Data Base Administrator	7
District Real Estate Surveyor	8
District Right-of-Way Surveyor	8
Employee Patron Safety Administrator	7
Energy Analyst	4
<u>Enterprise Information Project Specialist</u>	<u>9</u>
Environmental Administrator	8
Facilities/Utility Location Coordinator	7
Facilities Maintenance Supervisor	5
Financial Analyst I	2
Financial Analyst II	4
Government & Community Relations Representative I	2
Government & Community Relations Representative II	4
Hazardous Material/Environmental Compliance Program Manager	7
Industrial Hygienist	7
Information Systems Security Officer	7
Insurance Analyst	5
Lead Marketing Representative	6

Legal Office Supervisor	4
Liability Risk Analyst	5
Logistics Program Administrator	7
Logistics Supervisor	5
Maintenance Support Administrator	6
Manager of Access Programs	8
Manager of Accounting	8
Manager of Automatic Fare Collection Maintenance	9
Manager of Automotive and Equipment Maintenance	9
Manager of Credit/Debit Fare Programs	9
Manager of Customer Services	8
Manager of Drafting & Configuration	9
Manager of Employee/Patron Safety	8
Manager of Inventory Management	8
Manager of Operations Safety	8
Manager of Paratransit Programs	8
Manager of Parking Programs	8
Manager of Quality Assurance	8
Manager of Special Projects	8
Manager of Special Projects, Analysis	8
Manager of Special Projects, TSD	8
Manager of Technical Resources, Publications & Graphics	7
Manager of Time and Labor Administration	8
Manager of Track Geometry	6
Manager of Transit Vehicle Cleaning	8
Marketing Representative I	2
Marketing Representative II	3
Material Control Systems Supervisor	6
Operations Supervisor	6
Operations Supervisor – Operations Liaisons <u>Planner</u>	<u>4</u>
Power & Way Controller	7
Principal Administrative Analyst	7
Principal Financial Analyst	7
<u>Principal Enterprise G.I.S. Analyst</u>	<u>7</u>
Principal Government and Community Relations Representative	7
Principal Legislative Analyst	7
Principal Marketing Representative	7
Principal Planner	7
Principal Property Development Officer	7
Principal Real Estate Officer	7

Principal Right of Way Officer	7
Procurement Analyst	3
Program Control Administrator, Telecommunications Revenue	8
Public Information Officer	7
Purchasing Support Supervisor	7
Quality Assurance Supervisor	6
Query & Reports Specialist	7
<u>Safety Specialist</u>	<u>5</u>
<u>Scheduling Supervisor</u>	<u>6</u>
Section Manager, Automatic Fare Collection Maintenance	7
Section Manager, Elevator/Escalator Maintenance	7
Section Manager, Power and Mechanical Maintenance	7
Section Manager, Structures Inspection and Maintenance	7
Section Manager, Structures Maintenance	7
Section Manager, Systems Maintenance	7
Section Manager, Track Maintenance	7
Section Manager, Track Maintenance and Wreckmaster	8
Senior Administrative Analyst	5
Senior Applications Analyst	7
Senior Budget Analyst	4
Senior Central Maintenance Supervisor	8
Senior Energy Analyst	7
Senior Environmental Compliance Specialist	6
Senior Financial Analyst	5
Senior Government and Community Relations Representative	5
Senior Inventory Control Analyst	4
Senior Logistics Supervisor	6
Senior Marketing Representative	5
Senior Operations Safety Specialist	7
Senior Operations Supervisor	8
Senior Operations Supervisor – Operations Liaisons	8
Senior Planner	5
Senior Real Estate Officer	6
Senior Right-of-Way Officer	6
Senior Safety Specialist	6
Senior Systems Programmer	7
Senior Projects Coordinator	5

Senior Time and Labor Administrative Analyst	5
Special Projects Manager, Systems Maintenance	7
Special Projects Manager, Track and Structures	7
Supervising Power and Way Controller	8
Supervisor, Business Systems Operations	8
Supervisor, Data Center Operations	5
Supervisor, Facilities Maintenance Contract	5
Supervisor, LAN Administration	8
Supervisor, Technical Support and Graphics	6
Systems Programmer	6
System Service Supervisor	5
Technical Documentation Administrator	5
Technical Maintenance Support Administrator	7
Train Controller	8
Treasury Analyst	5
Vehicle Performance Analyst	7

Job descriptions shall be provided by the District to the Union by classification.

- B. If the District creates a new job classification or substantially revises an existing job classification, it shall provide AFSCME with a copy of the classification description at least fifteen (15) workdays prior to posting to fill a vacant position in the classification the first vacancy in the new classification. If the classification is not designated by the District as an AFSCME represented classification and AFSCME believes that the classification should be AFSCME represented it shall notify the District in writing within fifteen (15) workdays after the union's receipt of the classification description. This provision shall pertain to classifications both inside and outside the bargaining unit.

- C. If the District performs an analysis of the duties of a position within a classification in the bargaining unit and determines that those duties are described more accurately by a classification description of a classification in another bargaining unit or in a non-represented status, the union may challenge the accuracy or that determination.

- D. If the District revises substantially an AFSCME represented classification or creates a new classification from a pre-existing AFSCME classification(s) and the District proposes to remove the classification from the bargaining unit, the

union may proceed immediately to the State Department of Industrial Relations to resolve whether the classification should remain in the AFSCME bargaining unit.

- E. The District or AFSCME may petition the State Department of Industrial Relations to resolve whether the classification or positions therein are to be included in the AFSCME bargaining unit. However, if the classification encompasses duties performed, in whole or in part, by employees in the job classifications already assigned to another bargaining agent under the terms of the then-existing collective bargaining agreement between the District and the other bargaining agent, AFSCME may challenge such assignment only as provided under applicable state law.
- F. If the State Department of Industrial Relations decides or the parties mutually agree that the affected classification(s) or position(s) shall be AFSCME represented, any affected employee's dues, initiation fees and other terms and conditions of employment specified under the AFSCME agreement shall take effect on the first of the month following the date such determination is announced.
- G. The Union President shall be notified whenever the District is considering contracting work which is usually done by an AFSCME classification. The associated Department Manager shall fax a Contract Notification Form to the President of AFSCME prior to awarding the contract. 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 associated Department Manager. If comments are received within the seven (7) workday period, the Department Manager shall meet with the Union to discuss concerns which will be considered before making a decision to contract. The Department Manager's decision shall be final.
- H. Prior to contracting out ASFCME bargaining unit work that is currently or historically performed by AFSCME members, the District will first utilize any qualified AFSCME members available to perform the necessary work will minimal training and cost to the District. Should the contract exceed three (3) months, consideration should be given to the need for additional staff. In no event shall the duration of the contract

exceed six (6): This section shall apply to all consulting contracts including, but not limited to, independent contracts, temporary agency agreements and "On-Call" service agreements.

~~3.2.1 EVALUATION, ASSESSMENT AND REVISION OF JOB DESCRIPTIONS AND CLASSIFICATIONS~~

~~The parties agree, beginning September 2009, to meet in an effort to reach mutual agreement regarding an evaluation, assessment and revision of the job descriptions and classifications as outlined within the Siegel-based Classification & Compensation Study of 2007-2009 as it relates to the AFSCME bargaining unit, to be completed by no later than the end of 2009, and retroactive from July 1, 2009.~~

8. UNION REPRESENTATIVES

Twelve (12) Union representatives shall be recognized to assist employees in resolving grievances at the lowest possible administrative level, provided, however, the parties agree that three (3) of the twelve (12) representatives shall be area representatives. The Union agrees to select one (1) area representative from members working at each of the following three (3) locations: A/L/R line, C line and M/W line. If an area representative assignment is vacant for any reason the total number of twelve (12) representatives is temporarily reduced accordingly until the area representative vacancy is filled. Representatives employed by the District shall be afforded reasonable time for the conduct of the Union business, e.g., investigation and processing of grievances, meetings with Management, Executive Board meetings the 2nd Wednesday of each month and Quarterly General Membership Meetings without loss of pay or benefits provided advance notification is given to, and approved by, their immediate supervisor.

The President during his/her respective term of office shall receive grave shift differential in recognition of his/her variable work schedule.

The President, during his/her respective term of office shall have two (2) paid designated days a week time off on Union Business subject to advance notification to his or her supervisor. Requests for additional Union Business time shall not be unreasonably denied.

Upon formal designation by the Union, representatives employed by the District will not be transferred from the assignment, shift or location they hold by reason of their election or appointment, but at no time will the District be under obligation to retain a representative employed by the District because of his/her status for whom there is no work to perform or who cannot perform available work in a qualified and acceptable manner.

Representatives will be given the privilege of utilizing the District's inter-office mail and existing telephone facilities as may reasonably be necessary in the conduct of Union business.

Each member of the duly elected or appointed Union Negotiating Committee (not to exceed twelve (12) who attends the Union-Management contract negotiation meetings will be compensated for actual work time lost as a result of such meetings.

UNION COUNTER PROPOSAL 7/26/2013

36. 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 Certificate of Achievement Program, 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) per fiscal year as follows:~~ In fiscal year 2014, a maximum of nine hundred fifty dollars (\$950.00); in fiscal year 2015, a maximum of one thousand one hundred fifty dollars (\$1,150); in fiscal year 2016, a maximum of one thousand three hundred fifty dollars (\$1,350.00); and in fiscal year 2017, a maximum of one thousand five hundred dollars (\$1,500.00).
- 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) per fiscal year as follows:~~ In fiscal year 2014, a maximum of one thousand two hundred fifty dollars (\$1,250.00); in fiscal year 2015, a maximum of one thousand five hundred dollars (\$1,500); in fiscal year 2016, a maximum of one thousand seven hundred fifty dollars (\$1,750.00); and in fiscal year 2017, a maximum of two thousand dollars (\$2,000.00).
- C. Additionally, the Educational Assistance Program may be used to provide reimbursement of costs associated with professional development activities such as professional conferences or workshops and/or classes required to secure or maintain professional certification. All courses, educational programs, seminars, conferences, etc. must receive prior approval from the employee's supervisor.

The maximum amount that an employee may be reimbursed under this program in any fiscal year is ~~one thousand dollars (\$1,000)~~ three thousand five hundred dollars (\$3,500.00).

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 Human Resources or designee.

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

Courses must be approved by the employee's Department Head prior to enrollment. Reimbursement shall be made after presentation of proper receipts and upon completion of the course with at least a "C" grade or its equivalent.

At the employee's option, an advance may be secured by 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

47. COMPENSATION AFSCME Proposal 8/4/13

47.3 Pay Progression

- ~~A. Employees are brought into a pay band at the time they are assigned to a position within a classification in that pay band—whether from the outside or as the result of a promotion—performance evaluation score must be "effective" or better. Eligible employees receive general rate increases as an increase in base pay, subject to the maximum of the pay band.~~
- A. Employees will be brought into the pay band in accordance to with Section 47.2(A), and in further consideration of the provisions of Section 47.1(D) relating to special market adjustments.
- B. This program will utilize the new 30% pay band model proposed by the District, and employees will move to a band with a letter that corresponds to the number of their current pay band ~~or above~~.
- C. Beginning January 1, 2014, a pay progression system will be put in place to allow AFSCME employees to reach 95% of their pay band over a period of time.
- D. Employees who have been in their current classification for at least 3 years, will be brought up to the midpoint of their pay band immediately.
- E. Employees who have been in their current classification for at least 10 years, will be brought up to 95% of their pay band immediately.
- F. New AFSCME employees will enter the pay progression system at no less than the minimum. On their first anniversary of hire into their classification, they will advance to the 25th percentile of their band. On their 2nd anniversary, they will advance to the 50th percentile, on their 3rd anniversary, they will advance to the 75 percentile and on the 4th anniversary, they will advance to the 95% of their band. th percentile.
- G. Current AFSCME employees will advance to the next highest percentile in their pay band on their next anniversary date. For example, if a current employee is at the midpoint of their pay band because of the corrections described in paragraph C above, on their next anniversary, they will advance to the 75th percentile.
- H. Regardless of placement on a pay band, an employee will be paid no less than 10% above any employee he/she supervises.
- ~~I. This pay progression will be calculated prior to any other contractual increases, bonuses or other compensation.~~

AFSCME PROPOSAL REVISION 2

61. WORKDAYS AND WORKWEEK

A workweek which has been assigned to an employee will be that employee's scheduled workweek. The five (5) workdays in that workweek, regardless of shift assignment, will be the employee's scheduled workdays and the two (2) days off will be the scheduled days off. No premium shall be paid for Saturday and/or Sunday work if such days are scheduled workdays.

An employee shall be assigned a workweek which shall consist of five (5) consecutive workdays within a seven (7) day period and two (2) consecutive days off. A workday for Foreworker IIIs, Transportation Operations Supervisors and Transportation Senior Operations Supervisors shall consist of eight (8) consecutive hours of work with a scheduled starting time inclusive of meal periods and breaks. All other employees are entitled to an unpaid lunch break of forty-five (45) minutes duration which shall extend the consecutive hours of work by that amount of time except where this agreement otherwise expressly provides expressly for a paid lunch.

When any employee is assigned to a shift, he/she shall not thereafter be assigned to another shift which does not permit the employee at least eleven ten (1140) hours elapsed time from the end of the previous work assignment, including overtime.

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.

shift change or reduction in force, repayment of the advance will not be required.

Definitions:

- a. District required shift change: a reorganization or District mandated classification rebid resulting in an involuntary shift change due to the seniority of an employee or as the result of a promotion.
- b. District required reduction in force: reduction in force action as described in Section 69.1 of this Agreement, resulting in employee being placed in lay-off status with recall rights.
- c. 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.

AFSCME PROPOSAL REVISION 4

69.1 REDUCTION IN FORCE TERMINATION PROCEDURES

~~An employee may be terminated from employment as a result of a valid reorganization or, a reduction in force. Reorganization/Reductions-In-Force shall adhere to the following procedure: or discharged for cause. If the District terminates a non-probationary employee for cause as defined in subsection A below, it shall notify the employee of such action by delivering written notice to the employee directly or by mail to his or her last address on record with the District Human Resources Department. If, within one (1) business day after such notice is tendered the union shall deliver a notice of appeal to the Labor Relations Department challenging the termination, the termination shall be stayed for fourteen (14) days from the effective date of termination set forth in the termination notice and shall thereafter take effect.~~

~~A. Cause shall include but is not limited to:~~

- ~~1. Performance below reasonable expectations.~~
- ~~2. Improper conduct discrediting the District.~~

~~B. Reorganizations/Reductions-In-Force Terminations as a result of valid reorganizations or reductions in force shall be accomplished in accordance with the following procedure:~~

A. Order of Layoff

In the event of a layoff, the order of layoff shall be as follows:

1. Temporary and/or contract employees performing AFSCME work within the affected AFSCME classification(s) shall be laid off first.
2. All full-time, non-initial probationary employees, as defined in Section 91, Probationary Period, subsection A., performing work of the affected AFSCME classification(s) will be offered a voluntarily severance package. The details of the severance package are outlined in subsection 9, Severance Compensation of this Section. Volunteers will be chosen based on highest seniority first.

If there are no volunteers, then the reduction in force will proceed in the following order for employees in the AFSCME classifications to be

reduced:

1. Initial probationary employees in inverse order of District seniority;
2. Part-time employees in inverse order of District seniority;
3. Full-time employees in inverse order of District seniority.

In the event of a tie, the employee with the lowest seniority within her/her classification shall be subject to the layoff.

Seniority is established in order by:

1. Date of promotion and/or transfer into the classification
2. Respective date of hire
3. Date of birth
4. If all dates are the same, the matter shall be resolved by "lot" between the employees concerned

A. B. Notification

An employee shall be informed personally by the Department Head or designee as soon as possible after a termination reduction in force decision has been made. At that time, the employee will be told the reason for termination, the scope and purpose of this procedure, and furnished a copy of the tentative schedule of future events affecting him/her.

A. C. Resume

The employee shall have five (5) ten (10) working days from notification to prepare and submit a current resume for inter-departmental distribution. Assistance in resume preparation may be requested from the District's Human Resources Department staff or a consultant selected by the District.

A. D. Distribution

If a resume is submitted, it will be distributed within three (3) five (5) working days of receipt to all District Department Heads and to Division Managers within large departments along with a letter indicating the name, the functional and pay classifications of the affected employee, and information concerning his/her availability. If no resume is submitted, this procedure shall move directly to step seven (7) as if all responses were negative.

A. E. Responses

Department Heads/Division Managers shall respond within ten (10) working days by returning resumes to the originating Department

Head with a response either positive or negative indicated thereon. The responses shall indicate present and foreseeable vacancies which may be developing within the next six (6) months.

A. **F. Results**

The employee shall be informed within three (3) working days of the result of this process by the originating Department Head or designee.

A. **G. Positive Response**

If positive responses are received, the employee shall be given five (5) working days to confer with the department(s) involved; and to indicate a preference. The District shall ensure that the conference occurs within that time period.

a. 1. If the employee selects a position, a personnel action to affect a transfer shall be initiated by the original Department Head. The effective date of transfer shall be as mutually agreed by the Department Heads involved. Salary adjustments, if any, shall be determined through discussion between the receiving Department Head and the Human Resources Department staff prior to any discussion with the employee.

b. 2. If the employee rejects all positive responses, he/she shall be terminated in the same manner as if all responses were negative.

A. **H. Negative Responses**

If all responses are negative, the employee shall be given notice that the District is unable to place him/her in another position and that he/she will be terminated at the end of ten (10) working days, in accordance with the District's separation procedures.

A. **I. Termination Severance Compensation**

Employees shall receive, in addition to compensation for accrued and unused vacation and accrued compensatory time, severance compensation based on two (2) weeks' pay for each full year of service with the District. Final compensation, calculated pursuant to this subsection shall be paid in lump sum.

Employees shall not be permitted to remain on the payroll for any periods based on factors in that calculation and continuous service with the District shall terminate concurrent with issuance of the lump sum final compensation.

A. **J. Placement Assistance and Employment Counseling**

Placement assistance and employment counseling shall be provided

employees to include reproducing a reasonable number of resumes at the District expense, arranging for letters of recommendation, if requested, and counseling by the District's Human Resources Department staff as to the local and transit industry job market. This phase shall be completed within the ten (10) working day period in Paragraph 7 above.

Recall Rights

A.

Employees ~~terminated~~ laid-off as a direct result of valid reorganizations or reduction in force, shall be entitled to reinstatement to open positions for which they are qualified for a period not to exceed eighteen (18) months from the date of ~~termination~~ lay off. Employees are responsible for checking job openings with the District and applying for jobs for which they are qualified. However, if within the eighteen (18) months from the date of lay off an internal-only posting is created the District will contact laid off employees to determine their interest in applying for the job.

~~Reinstatement consideration shall be limited to those specific positions of interest identified by the employee, in writing, prior to the date of termination.~~ The District's obligations under this subsection shall cease immediately upon rejection of any offer of reinstatement and/or employment by the District.

2.

This procedure may be altered by mutual agreement of the parties.

AFSCME PROPOSAL REVISION 32

74. SPECIAL PROVISIONS APPLICABLE TO OPERATIONS CONTROL CENTER - EXTRA BOARD

- A. There shall be a day/night Extra Board. Extra Board shift and rest days will be selected in conjunction with regular shift selections.
- B. Day Extra Board personnel shall be those who perform work starting between 0001 and 1200 hours; night Extra Board personnel shall be those who perform work starting between 1201 and 2400 hours.
- C. The next day's Extra Board assignments, if different from the Extra Board person's normal shift, will be posted in the Operations Control Center no later than 1200 hours for the day Extra Board and no later than 2200 hours for the night Extra Board.
- D. The Extra Board shall be posted no later than 1300 hours each Friday. Once posted the RDOs cannot be changed.
- E. Extra Board personnel may be transferred from their selected Extra Board position (day or night) only to fill temporary job vacancies on a work week basis. To fill such vacancies, the Extra Board will be polled in classification seniority for volunteers. In the event there are no volunteers, assignments will be made by inverse classification seniority.
- F. Extra Board personnel will first be used to fill vacancies in the Operations Control Center. If no vacancies exist in the Operations Control Center, Extra Board personnel may be utilized elsewhere in any appropriate manner. If a vacancy occurs in the Operations Control Center after a shift starts, every effort will be made to fill it with an appropriate Extra Board person.
- G. Extra Board personnel will fill vacancies on a one-for-one basis; that is, if a Train Controller position is vacant, the Extra Board person will fill that position. ~~Reasonable effort will be made to schedule Extra Board personnel as close as possible to their bidded start times.~~
- H. Extra Board positions will be titled as to primary purpose, i.e., day-to-day, vacation, training relief, special assignment (Central Liaison), if appropriate. Persons in vacation and training relief positions shall be free to work any shift.

AFSCME PROPOSAL REVISION 7

85. SPECIAL PROVISIONS APPLICABLE TO LINE/ YARD SENIOR OPERATIONS/ OPERATIONS SUPERVISORS - UNIFORMS

- A. A Uniform Committee ~~will consist~~consisting of two (2) AFSCME representatives appointed by the Union and two (2) District representatives appointed by the District, ~~will meet within one hundred twenty days (120) after ratification of the contract.~~ The Uniform Committee will to develop recommendations to the Chief Transportation Officer ("CTO") or Transportation Manager designee concerning the number, design, replacement schedule, and cost of uniforms that a for Line/-Yard Senior Operations/Operations Supervisors needs, their design, functional requirements, and the replacement schedule and cost that would be required for such uniforms. The CTO Chief Transportation Officer or Transportation Manager designee will consider such recommendations and provide each January, and will submit a Uniform-uniform budget amount to the Uniform Committee, to establish a payment process to Operations Supervisors and Senior Operations Supervisors, however, theThe initial decision on such matters and the right to revise such decisions from time to time shall remainis within the CTO or designee's his or her exclusive discretion.
- B. Uniforms provided pursuant to Section A above will become the property of the employee after six (6) months of active service.
- C. Line/-Yard Senior Operations Supervisors/-Operations Supervisors shall maintain their uniforms in a neat and clean condition, except in circumstances not reasonably within their control.
- D. Line/-Yard Senior Operations Supervisors/-Operations Supervisors who are required by the District to wear uniforms ~~shall will~~ be provided a uniform maintenance allowance of ~~twenty-five dollars (\$25)~~thirty-five (\$35) per month to be included as a separate line item in the employee's paycheck each month.
- E. Employees receiving a uniform under this Section shall beare required to wear the uniform and/or professional attire, as deemed appropriate by District management, at all times while on duty. Employees who fail to comply with this regulation-Section may be subject to disciplinary action. Such employees may also be relieved from duty and if relieved shall forfeit

compensation for the balance of that shift.

F. Uniform Allotment: A uniform allotment will be given to each Senior Operations Supervisor and Operations Supervisor under this provision. The allotment will commence fiscal year July 1, 2013. The allotment consists of an Initial Issue followed with a monetary check the subsequent years of the contract.

G. Initial Issue:

- a. Two (2) Blazers with BART logo
- b. Seven (7) pants/skirts - navy/black
- c. Eight (8) dress shirts for men/blouses for women with BART logo
- d. Two (2) sweater sets (for women) or navy vests (for men) with BART logo
- e. One (1) all weather outer jacket with BART logo
- f. Two (2) name tags
- g. No \$250 check

E.

H. An annual payment for the purchase of additional replacement uniform/professional attire garments in the amount of \$250 will be made in the month of November of each subsequent fiscal year on a separate check.