

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

AFSCME TENTATIVE AGREEMENT

PAY PROGRESSION PROGRAM

April 7, 2016

The San Francisco Bay Area Rapid Transit District ("BART") and the American Federation of State, County and Municipal Employees Local 3993 ("AFSCME") 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 AFSCME membership and the BART Board of Directors.

The parties agree to revise Section 47.3 as follows:

47.3 Pay Progression Program

Effective July 1, 2013, employees moved to the thirty percent (30%) pay band model, with pay bands as provided below. Future adjustments to the pay bands will be in accordance with 47.1.

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 a result of a promotion, in accordance with the provisions of Section 47, Compensation, including Sections 47.1(D) and 47.2(A).

Effective January 1, 2013, and after the first general rate increase provided in B, below, existing employees whose pay is less than the minimum for his/her assigned pay band will be moved to the minimum of the assigned pay band and, if the increase to reach the minimum is below one and two-tenths percent (1.2%), such employees will also receive an increase of seventy-five one hundredths of one percent (0.75%).

| AY ND | 1st Quartile | | 2nd Quartile | | 3rd Quartile | | 4th Quartile | |
|----------|--------------|-----------|--------------|-----------|--------------|-----------|--------------|-----------|
| | Minimum | | | | Midpoint | | | Maximun |
| A | \$59,219 | \$63,660 | \$63,661 | \$68,101 | \$68,102 | \$72,542 | \$72,543 | \$76,985 |
| B | \$64,444 | \$69,277 | \$69,278 | \$74,110 | \$74,111 | \$78,943 | \$78,944 | \$83,778 |
| C | \$70,505 | \$75,792 | \$75,793 | \$81,080 | \$81,081 | \$86,368 | \$86,369 | \$91,657 |
| D | \$77,836 | \$83,673 | \$83,674 | \$89,510 | \$89,511 | \$95,348 | \$95,349 | \$101,187 |
| E | \$83,721 | \$89,999 | \$90,000 | \$96,278 | \$96,279 | \$102,557 | \$102,558 | \$108,837 |
| F | \$88,760 | \$95,416 | \$95,417 | \$102,073 | \$102,074 | \$108,731 | \$108,732 | \$115,389 |
| G | \$95,270 | \$102,414 | \$102,415 | \$109,560 | \$109,561 | \$116,705 | \$116,706 | \$123,851 |
| H | \$101,167 | \$108,753 | \$108,754 | \$116,341 | \$116,342 | \$123,928 | \$123,929 | \$131,517 |
| I | \$107,934 | \$116,028 | \$116,029 | \$124,124 | \$124,124 | \$132,218 | \$132,219 | \$140,314 |

Effective January 1, 2013, and after the first general rate increase provided in B, below, other employees whose base pay is within his/her assigned pay band will receive a percentage increase based upon the quartile in which their base pay (inclusive of the general rate increase in B) falls in their assigned pay band, as provided below.

| <u>QUARTILE</u> | <u>PERCENTAGE</u> |
|---|----------------------|
| First Quartile (minimum of pay band to < 25%) | 1.50% of base salary |
| Second Quartile (25% to < 50%) | 1.0% of base salary |
| Third Quartile (50% to < 75%) | 0.5% of base salary |
| Fourth Quartile (75% to maximum of pay band) | 0.3% of base salary |

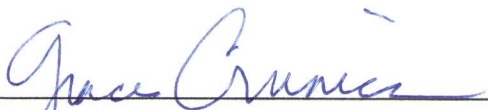
Effective July 1 in each Fiscal Year beginning in FY 2015, and on January 1, of each Fiscal Year beginning in FY 2018, after application of a general wage increase, if any, employees will receive the percentage increases based upon pay band

quartile. Each such increase is subject to the employee's achieving an overall performance rating of "effective" or better on his/her most recent annual performance evaluation, and provided that the employee has no active discipline involving an attendance component.

Eligibility for the percentage increases shall also be subject to the limitations provided in subsections B.2 and C, below.

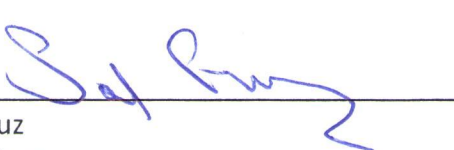
The parties mutually understand that the continuation of the annual pay progression described herein is subject to collective bargaining between the parties upon expiration of the agreement.

FOR THE DISTRICT



Grace Crunican
General Manager

FOR AFSCME

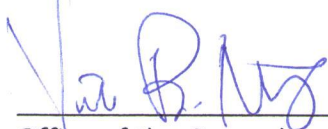


Sal Cruz
President



Carol Isen
Chief Labor Relations Officer

APPROVED AS TO FORM:



Office of the General Counsel
by Victoria R. Nuetzel