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SIDELETTER BETWEEN
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 6
AND
THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
REGARDING OVERHEAD LINE RECRUITMENT AND RETENTION PILOT PROGRAM

WHEREAS, the International Brotherhood of Electrical Workers, Local 6 (“Union”) and the San Francisco Municipal Transportation Agency (“SFMTA”) recognize the challenge in effectively recruiting and retaining a sufficient number of employees in the following service critical classifications: Classification 7235 Transit Power Line Supervisor; Classification 7310 Transit Power Cable Splicer; and Classification 7366 Transit Power Line Worker (collectively, “Overhead Line Classifications”).

WHEREAS, the Union and the SFMTA recognize the risk to SFMTA operations and services posed by anticipated retirements and other reasons for attrition within the pipeline of the Overhead Line Classifications.

WHEREAS, the SFMTA is interested in establishing initiatives to strategically address the significant recruitment and retention issues within the Overhead Line Classifications.

THEREFORE, the Union and the SFMTA enter this Agreement to implement an Overhead Line Recruitment and Retention Pilot Program (“Pilot Program”) for the Overhead Line Classifications, based on the following terms:

1. The Pilot Program shall take effect on July 1, 2021 and continue for a period of one (1) fiscal year. Absent mutual written agreement approved by the SFMTA Board of Directors to extend the Pilot Program or incorporate the terms of the Pilot Program into the next amended or successor MOU, the Pilot Program under this Agreement shall end on June 30, 2022.
2. The Pilot Program shall include a Referral Bonus under the following terms:
 - a) An active SFMTA employee in one of the Overhead Line Classifications who refers a new applicant for an Overhead Line Classification (including 7235, 7310, 7366 only) is eligible to receive a Referral Bonus, on the terms and conditions set below.
 - b) The Referral Bonus shall be in the amount of Two Thousand Five Hundred Dollars (\$2,500), with One Thousand Two Hundred Fifty Dollars (\$1,250) payable to the referring employee upon the referred new applicant’s successful appointment to SFMTA in an Overhead Line Classification, and with an additional One Thousand Two Hundred Fifty Dollars (\$1,250) payable upon the new applicant’s successful

completion of 1040 regularly scheduled hours worked, including legal holiday pay (LHP).

- c) To be considered a "new applicant", the individual must not be a current or former SFMTA employee at the time of the referral or appointment. In addition, the new applicant cannot be a Related Person of the referring employee, as that term is defined in the Civil Service Commission Policy on Family and Romantic Relationships at Work.
- d) To receive a Referral Bonus, the referring employee must be a current SFMTA employee appointed to an Overhead Line Classification, both at the time of referral and when SFMTA pays the referral bonus payments under subsection (b) above.
- e) To qualify, the referring employee must establish that they referred the new applicant. Only one employee can receive a bonus for referring a specific new applicant, and if any dispute arises about who is eligible for the Referral Bonus, SFMTA will make that determination based on available information, including from the new applicant.

3. The Pilot Program shall include a Signing Bonus under the following terms:

- a) Newly hired employees, appointed full-time (2080 hours annually) into an Overhead Line Classification, shall receive a one-time Signing Bonus of Twenty Thousand Dollars (\$20,000) in exchange for signing a Repayment Agreement that requires either Qualifying Service or repayment of the Signing Bonus.
- b) To be considered a "newly hired employee", the employee must not be a current SFMTA employee at the time of appointment to the Overhead Line Classification 7235, 7310, and 7366, or a former employee in SFMTA Classifications 7235, 7310, or 7366 who have separated from the SFMTA within the thirty-six (36) months prior to the date of appointment.

4. The Pilot Program shall include a Relocation Reimbursement under the following terms:

- a) Candidates who live over one hundred (100) miles outside of the geographic boundaries of the City and County of San Francisco and who relocate in connection with an appointment to an Overhead Line Classification are eligible for reimbursement of relocation expenses up to Twenty Thousand Dollars (\$20,000) in exchange for signing a Repayment Agreement that requires either Qualifying Service or repayment of the Relocation Reimbursement.
- b) To be considered a "candidate" for purposes of this Relocation Reimbursement, the individual must not be a current SFMTA employee at the time of the appointment to the Overhead Line Classification (7235, 7310, and 7366), or a former employee in SFMTA Classifications 7235, 7310, or 7366 who have separated from the SFMTA within the thirty-six (36) months prior to the date of appointment..

- c) Relocation documentation must be provided and verified to warrant reimbursement. The following expenses are eligible for reimbursement:
 - i. Costs for engaging a service for packing, moving and shipping household and personal items;
 - ii. costs for renting a moving truck (e.g., U-Haul);
 - iii. costs for storage charges for up to two (2) months before and after the date of appointment (total four (4) months storage);
 - iv. up to five (5) nights' stay at a hotel or other facility when looking for alternate residence (rates subject to Controller's reimbursement guidelines);
 - v. mileage in a personal vehicle not to exceed 200 miles in total for travel associated with looking for an alternate residence or with moving (mileage subject to Controller's reimbursement guidelines); and
 - vi. penalties associated with break a lease for the candidate's residence.
- 5. "Qualifying Service" as mentioned in paragraphs 3 and 4 above shall begin on the start work date of the candidate/newly hired employee and be defined as 2080 regularly scheduled hours worked, including legal holiday pay (LHP).
- 6. Employees may receive multiple bonuses or payments as long as all the criteria in the applicable section(s) are met.
- 7. Bonuses and reimbursement payment under this Agreement are not pensionable and shall not be included for purposes of retirement calculations and contributions. Bonuses and reimbursement payment shall be subject to applicable tax and other deductions and withholdings.
- 8. Only the eligibility criteria of this Agreement is subject to the grievance procedure of the MOU.
- 9. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. SFMTA shall pay any bonuses or reimburse any expenses already in process at the time of such notice.
- 10. This Agreement does not alter or affect the rights or obligations of the parties under the MOU.
- 11. After the first fiscal year and at the conclusion of the Pilot Program, SFMTA may review and evaluate the effectiveness of this Pilot Program to determine whether it has enhanced recruitment and retention in the Overhead Line Classifications.

San Francisco Municipal Transportation
Agency



JEFFREY P. TUMLIN
Director of Transportation

International Brotherhood of
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JOHN DOHERTY
Business Manager

Approved as to Form:



KATHARINE HOBIN PORTER
Chief Labor Attorney