

**THIS PRINT COVERS CALENDAR ITEM NO.: 4f**

**SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY**

**DIVISION:** Human Resources

**BRIEF DESCRIPTION:**

Adopting and implementing a successor Memorandum of Understanding (MOU) between the San Francisco Municipal Transportation Agency (SFMTA) and the International Association of Machinists and Aerospace Workers (IAM), Local 1414 setting wages, benefits and working conditions for represented employees for the term July 1, 2022 to June 30, 2024.

**SUMMARY:**

- San Francisco Charter Section 8A.104(n) provides that the SFMTA shall fix the wages, hours, working conditions, and benefits of its employees in service-critical classifications after meeting and conferring with the employee organizations representing those workers.
- The current CBA between SFMTA and IAM Local 1414 expires on June 30, 2022.
- After good faith negotiations, the parties reached a tentative agreement that achieves for the SFMTA administrative efficiencies and streamlined processes, clarifies and updates contract language, and provides the IAM-represented employees with fair benefits and wage increases.
- The content of the resulting new agreement and all other required information was publicly disclosed in accordance with Charter Section A8.104(r) on May 31, 2022. On June 6, after identifying a provision that did not conform to the Tentative agreement, staff posted a conformed copy of the new agreement and all other required information on-line and provided it to the Secretary of the Board. On June 7, the conformed copy was publicly disclosed.

**ENCLOSURES:**

1. SFMTAB Resolution
2. Budget Impact Analysis
3. Successor MOU

**APPROVALS:**

	<b>DATE</b>
DIRECTOR 	<u>June 22, 2022</u>
SECRETARY 	<u>June 22, 2022</u>

**ASSIGNED SFMTAB CALENDAR DATE:** June 28, 2022

**PURPOSE**

Adopting and implementing a successor Memorandum of Understanding (MOU) between the San Francisco Municipal Transportation Agency (SFMTA) and the International Association of Machinists and Aerospace Workers (IAM), Local 1414 setting wages, benefits and working conditions for represented employees for the term July 1, 2022 to June 30, 2024.

**STRATEGIC PLAN GOALS AND TRANSIT FIRST POLICY PRINCIPLES**

This item addresses the following Strategic Plan Goals:

- Goal 2 – Create a work environment that is responsive, equitable and inclusive.
- Goal 3 – Recruit, hire and invest in a diverse workforce.

This item does not directly address any of the Transit First Policy Principles but supports all of them.

**DESCRIPTION**

The approval of Proposition E by the voters in November 1999 (enacting Charter Section 8A.104) gave the SFMTA the authority to negotiate labor agreements covering wages, hours, working conditions, and benefits with labor organizations representing employees at SFMTA in service-critical classifications, as well as the discretion to utilize the City’s MOU with any employee organization representing less than 10% of the SFMTA workforce.

IAM Local 1414 represents approximately 308 employees in 29 job classes such as Automotive Mechanics and Automotive Machinists.

The current MOU between SFMTA and IAM Local 1414 expires on June 30, 2022. SFMTA representatives and representatives of IAM Local 1414 negotiated and succeeded in reaching a tentative agreement that was ratified by the IAM Local 1414 membership on May 4, 2022.

The new agreement has a two-year term, expiring on June 30, 2024, and includes the following changes from the current MOU:

<b>Topic</b>	<b>Change</b>
Term	July 1, 2022 to June 30, 2024
Wages	<b>First Year:</b> 5.25%, effective July 1, 2022  <b>Second Year:</b> 2.5%, effective July 1, 2023, except if the March 2023 Joint Report prepared by the Controller, the Mayor’s Budget Director, and the Board of Supervisors’ Budget Analyst projects a budget deficit for Fiscal Year (FY) 2024 that exceeds \$300 million, then the base wage adjustment will be delayed, to

	<p>be effective January 6, 2024.</p> <p>2.25%, effective January 1, 2024, except if the March 2023 Joint Report projects a budget deficit for FY2024 that exceeds \$300 million, then the base wage adjustment will be delayed, to be effective close of business June 30, 2024.</p>
Equity Adjustments	<p>Effective July 1, 2022, provides the following base wage increases:</p> <p>1.5% for 7332 Maintenance Machinist and 7434 Maintenance Machinist Helper</p> <p>2.0% for 7313 Machinist in conjunction with eliminating “Auxiliary Equipment Premium”</p> <p>9.0% for 7241 Senior Maintenance Controller</p>
Heavy Equipment Premium	Increases the premium from \$1.25 to \$1.50 per hour and clarifies eligibility.
Auxiliary Equipment Premium	Eliminates \$0.45 per hour premium for 7313 Machinists.
Weekend Premiums	Clarifies that the applicable premium applies to the entirety of a work shift when the majority of the scheduled shift occurs on Saturday or Sunday; if equal time between days, the weekend premium will be based on the start day of the shift.
Holidays	Recognizes Juneteenth (June 19); changes Columbus Day to Indigenous Peoples’ Day/Italian-American Heritage Day.
Joint Labor-Management Committee (JLMC)	Provides for quarterly JLMC meetings except by mutual agreement, with a focus on training, return to work, commercial drivers’ licenses, and recruitment and retention.
Tool Inventories	Allows for photographs to be used in lieu/in addition to itemized list for documentation of tool inventories

**STAKEHOLDER ENGAGEMENT**

The IAM Local 1414 membership ratified the agreement on May 20, 2022.

**ALTERNATIVES CONSIDERED**

If the Board chooses to reject this agreement, the parties will be without the benefit of an MOU ensuring labor stability and effectuating desired changes to the existing MOU by SFMTA management.

**FUNDING IMPACT:**

The total cost of the agreement is \$6,491,344. The cost to the FY23 Operating Budget is \$2,427,829. The cost to the FY24 Operating Budget is \$4,063,515. Please see Enclosure #2 for a breakdown of costs. Funds are available in the FY23 budget and will be allocated in the FY24 budget.

PAGE 4

**ENVIRONMENTAL REVIEW**

On May 25, 2022, the SFMTA, under authority delegated by the Planning Department, determined that the IAM Local 1414 FY 2022 - 2024 Collective Bargaining Agreement is not a “project” under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b).

A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors and is incorporated herein by reference.

**OTHER APPROVALS RECEIVED OR STILL REQUIRED**

The IAM Local 1414 membership ratified the agreement on May 4, 2022.

The City Attorney has reviewed this calendar item.

**RECOMMENDATION:**

Staff recommends that the SFMTA Board adopt the negotiated successor Memorandum of Understanding (MOU) between the SFMTA and the International Association of Machinists and Aerospace Workers, Local 1414 setting wages, benefits and working conditions for represented employees for the term July 1, 2022 to June 30, 2024.

SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS

RESOLUTION No. \_\_\_\_\_

WHEREAS, Under Section 8A.104 of the Charter, the San Francisco Municipal Transportation Agency (SFMTA) Board of Directors succeeded to the powers of the Mayor, City Human Resources Director, and the Board of Supervisors with respect to collective bargaining for employees in service critical classifications; and,

WHEREAS, The current Memorandum of Understanding (MOU) between SFMTA and International Association of Machinists and Aerospace Workers (IAM), Local 1414 expires on June 30, 2022; and,

WHEREAS, The SFMTA and IAM Local 1414 negotiated amendments to the MOU that were ratified by the membership of IAM Local 1414 on May 4, 2022; and,

WHEREAS, On May 25, 2022, the SFMTA, under authority delegated by the Planning Department, determined that the MOU with IAM Local 1414 is not defined as a “project” under the California Environmental Quality Act (CEQA) pursuant Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b); and,

WHEREAS, A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors, and is incorporated herein by reference; and,

WHEREAS, The new MOU, which shall be effective July 1, 2022, through June 30, 2024, and all other required information was publicly disclosed in accordance with Charter Section 8A.104(r) on May 31, 2022, and on June 6, after identifying a provision that did not conform to the tentative agreement, staff posted a conformed copy of the new agreement and all other required information on-line, and on June 7, the conformed copy was publicly disclosed and is on file with the Secretary of the SFMTA Board of Directors; now, therefore, be it

RESOLVED, That the SFMTA Board of Directors does hereby adopt a successor Memorandum of Understanding between the San Francisco Municipal Transportation Agency and the International Association of Machinists and Aerospace Workers, Local 1414 setting wages, benefits and working conditions for represented employees for the term July 1, 2022 to June 30, 2024; and be it further

RESOLVED, That the SFMTA Board of Directors hereby authorizes the Director of Transportation to make non-substantive ministerial or administrative corrections to the MOU and to execute the MOU.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of June 28, 2022.

\_\_\_\_\_  
Secretary to the Board of Directors  
San Francisco Municipal Transportation Agency

**Enclosure 2 – Budget Impact Analysis – IAM Local 1414**

Tentative Agreement (Total Cumulative Cost; SFMTA Only)

IAM Local 1414– Additional Cost (Savings)

TOPIC	PROPOSED CHANGE	FY2023	FY2024
Wages (Base)	<p>Following the city's wage increase pattern, represented employees will receive base wage increases based on the following schedule:</p> <p>Year 1 July 1, 2022 - 5.25%</p> <p>Year 2 July 1, 2023 - 2.5%</p> <p>January 6, 2024 - 2.25%</p> <p>If the citywide budget deficit projection exceeds \$300M in Year 2, each affected base wage increase will be delayed 6 months.</p>	\$2,218,767	\$3,843,713
One-Time Equity Adjustment - 7313	Effective July 1, 2022, represented employees in classification 7313 Automotive Machinist shall receive a one-time wage increase of an additional 2% to their base wages.	\$39,662	\$41,122
One-Time Equity Adjustment - 7332, 7320, 7331, 7334	<p>Effective July 1, 2022, represented employees in classifications 7332 Maintenance Machinist and 7434 Maintenance Machinist Helper shall receive a onetime wage increase of an additional 1% to their base wages.</p> <p>Effective July 1, 2023, represented employees in classifications 7332 Maintenance Machinist and 7434 Maintenance Machinist Helper shall receive a onetime wage increase of an additional 1% to their base wages.</p>	\$77,460	\$83,000
One-Time Equity Adjustment - 7241	Effective July 1, 2022, represented employees in classification 7241 Senior Maintenance Controller shall receive a one-time wage increase of an additional 9% to their base wages.	\$29,087	\$32,827
Heavy Equipment Premium	Employees in Class 7381 assigned to work on vehicles over ten thousand pounds (previously one ton) shall be paid a Heavy Vehicle Premium of one dollar fifty cents (previously \$1.25) per hour.	\$62,853	\$62,853
	Total (\$)	\$2,427,829	\$4,063,515
	Total (%)	5.74%	9.62%



**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY**

**AND**

**THE MACHINISTS UNION**

**LOCAL 1414**

**INTERNATIONAL ASSOCIATION OF MACHINISTS**

**& AEROSPACE WORKERS**

**MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE 190**

**FOR SERVICE CRITICAL CLASSIFICATIONS**

**AT THE MUNICIPAL RAILWAY**

**July 1, ~~2019~~2022 - June 30, ~~2022~~2024**

## Table of Contents

<b>ARTICLE I - REPRESENTATION .....</b>	<b>1</b>
I.A. RECOGNITION .....	1
I.B. INTENT .....	2
I.C. MANAGEMENT RIGHTS .....	2
I.D. NO STRIKE PROVISION .....	2
I.E. OFFICIAL REPRESENTATIVES AND STEWARDS.....	2
I.F. UNION SECURITY .....	4
I.G. BULLETIN BOARDS.....	5
I.H. GRIEVANCE PROCEDURE.....	6
1. APPLICATION .....	6
2. GRIEVANCE PROCEDURE STEPS .....	6
I.I. WORKFORCE REDUCTION .....	10
I.J. APPRENTICESHIP PROGRAM.....	10
I.K. MINIMUM NOTICE.....	12
I.L. JOINT LABOR MANAGEMENT COMMITTEE .....	12
<b>ARTICLE II - EMPLOYMENT CONDITIONS.....</b>	<b>1</b>
II.A. NON-DISCRIMINATION .....	1
II.B. PERSONNEL FILES.....	1
II.C. REIMBURSEMENT OF PERSONAL EXPENSES.....	2
II.D. TEMPORARY VACANCIES .....	2
II.E. LEAVES OF ABSENCE .....	2
II.F. SUBCONTRACTING .....	2
II.G. ANTI-NEPOTISM POLICY .....	4
II.H. PROBATIONARY PERIOD.....	5
<b>ARTICLE III - PAY, HOURS AND BENEFITS.....</b>	<b>6</b>
III.A. WAGES .....	6
III.B. WORK SCHEDULES .....	8
1. HOURS.....	8
2. VOLUNTARY REDUCED WORK WEEK.....	8
3. VOLUNTARY TIME OFF PROGRAM ("VTOP") .....	8
III.C. ADDITIONAL COMPENSATION .....	9
1. NIGHT DUTY .....	9
2. CALL BACK PAY.....	9
3. LEAD WORKER PAY.....	9
4. ACTING ASSIGNMENT PAY.....	10
5. MUNI SATURDAY OR SUNDAY PREMIUM .....	10
6. HEAVY EQUIPMENT PREMIUM.....	11
7. <del>AUXILIARY EQUIPMENT PREMIUM.....</del>	<del>11</del>
8. SUPERVISORY DIFFERENTIAL ADJUSTMENT.....	11
9. CLASS A AND CLASS B DRIVER'S LICENSE REIMBURSEMENT .....	13
10. COMPENSATORY TIME .....	13

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414



III.D. OVERTIME .....	13
III.E. HOLIDAYS .....	14
III.F. TIME OFF FOR VOTING .....	16
III.G. JURY DUTY .....	16
III.H. STATE DISABILITY INSURANCE (“SDI”) .....	16
III.I. SICK LEAVE WITH PAY LIMITATION .....	16
III.J. WORKERS COMPENSATION.....	17
III.K. LIFE INSURANCE .....	17
III.L. HEALTH BENEFIT CONTRIBUTIONS.....	17
III.M. RETIREMENT .....	19
III.N. VACATIONS .....	20
III.O. VACATION SCHEDULING .....	21
III.P. VOLUNTEER/PARENTAL RELEASE TIME .....	21
III.Q. ADMINISTRATIVE CODE CHAPTER 12W PAID SICK LEAVE ORDINANCE	21
III.R. PAPERLESS PAY POLICY DIRECT DEPOSIT OF AYMENTS.....	21
<b>ARTICLE IV - WORKING CONDITIONS .....</b>	<b>23</b>
IV.A. HEALTH AND SAFETY.....	23
IV.B. SAFETY EQUIPMENT .....	23
IV.C. ASSAULT DATA .....	24
IV.D. VIDEO DISPLAY EQUIPMENT WORKING CONDITIONS .....	24
IV.E. PREGNANCY .....	25
IV.F. PROTECTIVE UNIFORMS .....	25
IV.G. FOUL WEATHER GEAR.....	25
IV.H. TOOL INSURANCE .....	25
IV.I. TRAINING .....	27
IV.J. EMPLOYEE TRAINING AND TUITION REIMBURSEMENT PROGRAM .....	27
IV.K. EMPLOYEE ASSISTANCE PROGRAM AND PEER COUNSELING PROGRAM .....	27
<b>ARTICLE V – SCOPE .....</b>	<b>28</b>
V.A. SAVINGS CLAUSE.....	28
V.B. ZIPPER CLAUSE.....	28
V.C. CIVIL SERVICE RULES/ADMINISTRATIVE CODE .....	28
V.D. DURATION OF AGREEMENT .....	28
<b>APPENDIX A .....</b>	<b>30</b>
<b>APPENDIX B .....</b>	<b>36</b>
<b>APPENDIX C .....</b>	<b>43</b>
<b>APPENDIX D .....</b>	<b>59</b>
<b>APPENDIX E .....</b>	<b>65</b>
<b>LETTER OF AGREEMENT.....</b>	<b>102</b>
<b>SIDE LETTER.....</b>	<b>104</b>

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414

## ARTICLE I - REPRESENTATION

1. This Memorandum of Understanding (hereinafter "Agreement") is entered into by the San Francisco Municipal Transportation Agency (hereinafter "SFMTA") and the Automotive Machinists Union, Local 1414, Machinists Automotive Trades District 190, International Association of Machinists and Aerospace Workers (hereinafter "Union"). It is agreed that the delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the SFMTA, the Union, and represented employees. Such achievement is recognized to be a mutual obligation of the parties to this Agreement within their respective roles and responsibilities.

### I.A. RECOGNITION

2. The SFMTA acknowledges that the Union has been certified by the Civil Service Commission as the recognized employee representative, pursuant to the provisions as set forth in the SFMTA's Employee Relations Operating Resolution for the following service critical classifications:

7126 Mechanical Shop & Equipment Supt.  
7225 Transit Paint Shop Supervisor I  
7228 Automotive Transit Shop Supervisor I  
7241 Senior Maintenance Controller  
7249 Automotive Mechanic Supervisor I  
7254 Automotive Machinist Supervisor I  
7258 Maintenance Machinist Supervisor I  
7264 Automotive Body & Fender Worker Supervisor I  
7305 Metal Fabricator  
7306 Automotive Body & Fender Worker  
7309 Car and Auto Painter  
7313 Automotive Machinist  
7315 Automotive Machinist Assistant Supervisor\*  
7320 Apprentice Automotive Machinist  
7321 Apprentice Automotive Machinist II  
7322 Automotive Body & Fender Worker Assistant Supervisor  
7327 Apprentice Maintenance Machinist  
7330 Senior General Utility Machinist  
7331 Apprentice Maintenance Machinist II  
7332 Maintenance Machinist  
7337 Maintenance Machinist Assistant Supervisor\*  
7340 Maintenance Controller  
7381 Automotive Mechanic  
7382 Automotive Mechanic Assistant Supervisor  
7383 Apprentice Automotive Mechanic I  
7384 Apprentice Automotive Mechanic II  
7387 Upholsterer  
7434 Maintenance Machinist Helper  
9940 Pre-Apprentice Automotive Mechanic

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414

\*If and when these classifications (7315 and/or 7337) are included in the SFMTA budget, the SFMTA will follow the necessary steps to designate these classifications as service critical

3. The SFMTA agrees that it will not assign work currently performed by employees covered under this Agreement to employees in any other bargaining unit.

**I.B. INTENT**

4. It is the intent of the parties signatory hereto that the provisions of this Agreement shall not become binding until adopted or accepted by the SFMTA and ratification by the SFMTA Board and the Union or upon a final decision rendered by an arbitration panel pursuant to the interest arbitration procedure under Charter Section A8.409.
5. The provisions of this Agreement shall supersede and control over contrary or contradictory Charter provisions, ordinances, resolutions, rules or regulations of the City and/or SFMTA to the extent permissible by Charter Section A8.409.

**I.C. MANAGEMENT RIGHTS**

6. Except as otherwise provided in this Agreement, in accordance with applicable state law, nothing herein shall be construed to restrict any legal City rights concerning direction of its work force or consideration of the merits, necessity, or organization of any service or activity provided by the SFMTA.
7. The SFMTA shall also have the right to determine the mission of its constituent departments, officers, boards and commissions; set standards of services to be offered to the public; and exercise control and discretion over the SFMTA's organization and operations. The SFMTA may also relieve SFMTA employees from duty due to lack of work or funds and may determine the methods, means and personnel by which the SFMTA's operations are to be conducted. However, the exercise of such rights does not preclude employees from utilizing the grievance procedure to process grievances regarding the practical consequence of any such actions on wages, hours, benefits or other terms and conditions of employment specified in this Agreement.

**I.D. NO STRIKE PROVISION**

8. The SFMTA will not lock out the employees who are covered by this Agreement. The Union and the employees shall not strike, cause, encourage, or condone a work stoppage, slowdown, or sympathy strike during the term of this Agreement.

**I.E. OFFICIAL REPRESENTATIVES AND STEWARDS**

1. Official Representatives
9. The Union may select as many as four (4) employee members to attend, during regular duty or work hours without loss of compensation, meetings scheduled with the SFMTA Human Resources Director or the appointing officer of a board or commission, when such meetings have been scheduled for the purpose of meeting and conferring on matters within

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

the scope of representation affecting such appropriate unit, and to participate in the discussion, deliberations, and decisions at such meetings. The selection of such employee members, or substitutions or replacements therefore, and their attendance at meetings during their regular duty or work hours shall be subject to the following:

10. a. The organization's duly authorized representative shall inform in writing the department head or officer under whom each selected employee member is employed that such employee has been selected.
11. b. No selected employee member shall leave the duty or work station, or assignment, without specific approval of the employee's department head or other authorized executive management official.
12. c. In scheduling meetings, due consideration shall be given to the operating needs and work schedules of the department, division, or section in which the employee members are employed.
13. d. Elected Union representatives shall be allowed to attend regularly scheduled Union meetings regarding SFMTA related issues or business during normal working hours without loss of compensation. The compensation is not to exceed 4 hours per month per representative and shall be subject to (a), (b) and (c) above.

2. Stewards

14. a. The Union shall furnish the appropriate department with an accurate list of shop stewards in designated units. The Union may submit amendments to this list at any time. The SFMTA will only recognize employees as shop stewards if they are officially designated in writing by the Union to the SFMTA Human Resources Director.
15. b. The Union recognizes that it is the responsibility of the shop steward to assist in the resolution of grievances at the lowest possible level.
16. c. If, in the judgment of the supervisor, permission cannot be granted immediately to the shop steward to present a grievance during on-duty time, such permission shall be granted by the supervisor no later than the next working day from the date the shop steward was denied permission.
17. d. In emergency situations, where immediate disciplinary action must be taken because of a violation of law or a City or departmental rule (intoxication, theft, etc.), the shop steward shall, if possible, be granted immediate permission to leave the shop steward's post of duty to assist in the grievance procedure.
18. e. Shop stewards shall not interfere with the work of an employee. The parties shall use best efforts to ensure shop stewards have access to work sites where bargaining unit employees are assigned.

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414

19. f. The SFMTA encourages departments to authorize stewards to orient new employees on matters concerning employee rights under the provisions of this Agreement, other departmental Agreements if they exist, and other matters relating to their working conditions.
20. g. It is the policy of the SFMTA that, pursuant to the rules of the Civil Service Commission, a leave of absence without pay for a reasonable time should be granted to a reasonable number of employees elected to transact union business provided that ten (10) days' written notice be given by the Union to the SFMTA.

## **I.F. UNION SECURITY**

### **1. Application**

21. Except as provided otherwise herein, and in accordance with applicable federal, state and local law, the provisions of this Section shall apply to all employees of the SFMTA in all classifications represented by Union.
22. Each pay period, the Controller shall make membership fee deductions from the regular periodic wages of each employee who is a Union member. In order for the Controller to deduct membership dues, the Union must certify to the SFMTA, in accordance with procedures established by the Controller's Office in effect as April 29, 2019, and as may be modified as provided in this paragraph, that each employee subject to deduction of membership dues is a bona fide member of the Union, and that the Union has and will maintain authorizations for the dues deductions, signed by the employees from whose salary or wages the SFMTA will make the dues deductions. In the event the Controller is required to update or amend its procedures because of a change in the law or technology, it will notify the Union and meet and confer to discuss the proposed changes before finalizing the updated procedures.
23. Nine (9) working days following payday the Controller will promptly pay over to the appropriate Union all sums withheld for membership dues. The Controller shall also provide with each payment a list of employees paying dues. All such lists shall contain the employee's name, employee number, classification, department number and the amount deducted. A list of all employees in represented classes shall be provided to the Union monthly.
24. Nothing in this section shall be deemed to have altered the SFMTA's current obligation to make insurance program or political action deductions when requested by the employee.
25. The Union shall be entitled to collect, through the payroll deduction method, membership dues, MNPL deductions, and any special membership assessments, and through that system, may make changes as may be required, from time-to-time, subject to the Union providing certification that it has and will maintain an authorization for the applicable deductions, signed by the employees from whose salary or wages the SFMTA will make the deductions. The Union shall give the Controller appropriate written notice of any changes in existing deductions, or the establishment of new bases for deduction, in

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414

accordance with procedures established by the Controller's Office in effect as of April 29, 2019, and as may be modified as provided in paragraph 22.\

2. Indemnification

26. The Union shall indemnify, hold harmless, and defend the SFMTA against any claim, including but not limited to any civil or administrative action, and any expense and liability of any kind, including but not limited to reasonable attorney's fees, legal costs, settlements, or judgments, arising from or related to the SFMTA's compliance with this Section. The Union shall be responsible for the defense of any claim within this indemnification provision, subject to the following: (i) the SFMTA shall promptly give written notice of any claim to the Union; (ii) the SFMTA shall provide any assistance that the Union may reasonably request for the defense of the claim; and (iii) the Union has the right to control the defense or settlement of the claim; provided, however, that the SFMTA shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense; and provided further that the Union may not settle or otherwise resolve any claim or action in a way that obligates the SFMTA in any manner, including but not limited to paying any amounts in settlement, taking or omitting to take any actions, agreeing to any policy change on the part of the SFMTA, or agreeing to any injunctive relief or consent decree being entered against the SFMTA, without the consent of the SFMTA. This duty to indemnify, hold harmless, and defend shall not apply to actions related to compliance with this Section brought by the Union against the SFMTA. This paragraph shall not apply to any claim against the SFMTA where the SFMTA failed to process a timely, properly completed request to change or cancel a Contributions deduction.

**I.G. BULLETIN BOARDS**

27. The SFMTA shall reserve a reasonable amount of space on bulletin boards within SFMTA buildings for the distribution of Union literature. All posted literature shall be dated, identified by affiliation, and neatly displayed, and removed from the bulletin board by the Union when no longer timely. Except as stated below, the SFMTA agrees the identifiable Union literature shall not be removed from said bulletin boards without first consulting with the representative of the Union to determine if the literature should remain for an additional period of time. The Union shall not post literature that is discriminatory, harassing, or violates City or SFMTA policy or the law. The SFMTA may remove this type of literature immediately and shall notify the Union of its removal and provide the reason for removal.

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

## **I.H. GRIEVANCE PROCEDURE**

### **1. APPLICATION**

28. The following procedures are adopted by the parties to provide for the orderly and efficient disposition of grievances and are the sole and exclusive procedures for resolving grievances as defined herein.
29. A grievance is defined as and is limited to an allegation by an employee, a group of employees, or the Union (“moving party”) that the SFMTA has failed to implement a condition of employment as specifically set forth in this Agreement.
30. EXCLUSION OF CIVIL SERVICE MATTERS - The grievance procedure herein established shall have no application to matters within the jurisdiction of the Civil Service Commission as set forth in the City Charter or to any rules adopted by the Commission pursuant to its Charter authorities.

### **1a. TIME LIMITS**

31. a. Except as otherwise provided in this Section, a grievance shall be void unless initiated in writing at Step 1 of the Grievance Procedure with the immediate supervisor within forty-five (45) days from the date on which the SFMTA has allegedly failed to implement a condition of employment, or within forty-five (45) days from the time the grievant might reasonably have been expected to have learned of such alleged failure to implement a condition of employment. In no event shall any grievance include a claim for money relief for more than the forty-five (45) day period plus such reasonable discovery period prior to the initiation of the grievance.
- b. The time limits set forth herein may be extended by the agreement of the parties. Any such extension must be confirmed in writing. Failure of the moving party to submit an appeal within the required timeline at any step, or for informal discussion, shall constitute an abandonment of the grievance. Failure of the SFMTA to respond within the time limit in any step shall result in automatic advance of the grievance to the next step. Any deadline date under this procedure that falls on a Saturday, Sunday or holiday shall be continued to the next business day. Unless specifically provided otherwise, all days in this Section refer to calendar days.

### **2. GRIEVANCE PROCEDURE STEPS**

32. a. An employee having a grievance shall first discuss it with the employee's immediate supervisor and try to work out a satisfactory solution in an informal manner with the supervisor.
- b. Permanent non-probationary employees may grieve (appeal) disciplinary suspensions or disciplinary discharges. Such disciplinary grievances shall be initiated at Step 2 of the grievance procedure.

JULY 1, ~~2019~~**2022** – JUNE 30, ~~2022~~**2024**



STEP 1 – Immediate Supervisor

33. a. If a solution, satisfactory to both the grievant and the immediate supervisor is not accomplished by informal discussion, the grievant shall have the right to consult with, and be assisted by, a representative from the Union in this and all succeeding steps of this grievance procedure.
34. b. If the moving party desires to pursue the grievance further, it shall, within seven (7) days of the informal discussion with the immediate supervisor, submit a Letter of Grievance - Step One, to the immediate supervisor
35. c. The Letter of Grievance - Step One, shall contain:
  - i. The specific reason or reasons for the grievance, including the date of the incident giving rise to the grievance, an explanation of the harm that occurred, and the name, classification, and department of the affected employee or employees;
  - ii. The section(s) of the Agreement which the moving party believes has been violated; and
  - iii. The remedy or solution being sought by the moving party.
36. d. The immediate supervisor shall, within seven (7) days of the receipt of the Letter of Grievance - Step One, submit a detailed Answer to Letter of Grievance - Step One, to the moving party, with copies to the SFMTA Employee and Labor Relations Manager or designee.

STEP 2 – SFMTA Employee and Labor Relations Manager or Designee

37. a. If the moving party desires to pursue the grievance further, it shall, within ten (10) days of receipt of the Answer to Letter of Grievance - Step One, submit a Letter of Grievance - Step Two, to the SFMTA Employee and Labor Relations Manager or designee.
38. b. The Letter of Grievance - Step Two, shall contain the Letter of Grievance – Step One, the Answer to Letter of Grievance – Step One (if received), and the specific reason or reasons for rejecting the lower step response and advancing the grievance to the next step.
39. c. The SFMTA Employee and Labor Relations Manager or designee shall, within seven days of the receipt of the Letter of Grievance - Step Two, meet with the moving party unless the parties mutually agree otherwise in writing. Within seven (7) days of the meeting, or from the date that the parties agreed in writing to not meet, the SFMTA Employee and Labor Relations Manager or designee shall submit a detailed Answer to Letter of Grievance - Step Two, to the moving party.

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414



STEP 3 –SFMTA Human Resources Director or Designee

40. a. If the moving party desires to pursue the grievance further, it shall, within ten (10) days of receipt of the Answer to Letter of Grievance - Step Two, submit a Letter of Grievance- Step Three, to the SFMTA Human Resources Director or designee.
41. b. The Letter of Grievance - Step Three, shall contain the Letter of Grievance – Step Two, the Answer to Letter of Grievance – Step Two (if received), and the specific reason or reasons for rejecting the lower step response and advancing the grievance to the next step.
42. c. The SFMTA Human Resources Director or designee shall, within ten (10) days of the receipt of the Letter of Grievance - Step Three, submit a detailed Answer to Letter at Step Three, to the moving party.
43. d. Unless waived by written mutual agreement of the moving party and the SFMTA Human Resources Director or designee, a meeting is required at this step.

STEP 4 – Final and Binding Arbitration

44. a. If the Union desires to pursue the grievance further, the Union shall, within thirty (30) days of receipt of the Answer to Letter of Grievance - Step Three, submit a written request to the SFMTA Human Resources Director or designee that the grievance be heard and resolved by a final and binding arbitration hearing with an arbitrator/hearing officer. Only the Union may advance a grievance to final and binding arbitration.
45. b. The SFMTA Human Resources Director or designee shall respond to the Union with the identity of the appropriate contact in the City Attorney’s Office, and copy the City Attorney’s Office, to notify the City Attorney’s Office that the Union has moved the grievance to arbitration. The Union shall contact the City Attorney’s Office to schedule the arbitration.

SELECTION OF THE ARBITRATOR/HEARING OFFICER

46. a. The arbitrator shall be selected by mutual agreement between the Union and the SFMTA. If the Union and the SFMTA are unable to agree on the selection of an arbitrator they shall jointly request the State Mediation and Conciliation Service to submit a list of five (5) arbitrators who have had considerable experience as an arbitrator in public employment disputes. The Union and the SFMTA shall then alternately delete names from such list until only one (1) name remains; and that person shall serve as the arbitrator. Whether the Union or the SFMTA deletes the first name in the alternating process of deleting names, shall be determined by lot.

JULY 1, 2019~~2022~~ – JUNE 30, 2022~~2024~~

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414

- 47. b. Except when a statement of facts mutually agreeable to the Union and the SFMTA is submitted to the arbitrator, it shall be the duty of the arbitrator to hear and consider facts submitted by the parties.
- 48. c. It shall be the duty of the arbitrator to hold said hearing within sixty (60) days of written acceptance of appointment as the arbitrator.
- 49. d. After said hearing or review of mutually agreeable statement of facts, it shall be the duty of the arbitrator to make written finding of fact(s) upon which the decision of the arbitrator is based.
- 50. e. The arbitrator shall have no authority to add to, subtract from, modify or amend the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the parties.

FEEES AND EXPENSES OF ARBITRATION

- 51. f. Each party shall bear its own legal expenses and costs in connection with the arbitration, including but not limited to, witness and attorney's fees, and any fees for preparation of the case. Each party expressly waives any right to an award of attorney's fees or costs in any grievance proceeding. All fees and expenses of the arbitrator and the court reporter shall be split equally between the parties. Transcripts shall not be required except that either party may request a transcript. The party making such a request shall be solely responsible for the cost. In the event that an arbitration hearing is canceled resulting in a cancellation fee, the party initiating the request or causing the cancellation shall bear the full cost of the cancellation fee, unless a mutually agreed upon alternative is established. Individuals who may have direct knowledge of the circumstances relating to the grievance may be present at the request of either party at the hearing. If such individuals are employees of the SFMTA, they shall be compensated at their usual rate of pay for any time spent travelling to or from, and attending the arbitration hearing.

"SKELLY" RIGHTS

- 52. g. A permanent non-probationary employee subject to discipline or discharge, shall be entitled, prior to the imposition of that discipline or discharge, to a meeting and to the following:
  - a. A notice of the proposed action;
  - b. The reasons for the proposed discipline;
  - c. A copy of the charges and materials upon which the action is based, and
  - d. The right to respond, either orally or in writing, to the authority initially imposing the discipline.

JULY 1, 2019~~2022~~ – JUNE 30, 2022~~2024~~

**II. WORKFORCE REDUCTION**

- 53. Obligation to Meet & Confer on Employee Workloads - The SFMTA and Union acknowledge that there had been and may continue to be a reduction in the city workforce primarily as a result of reduced revenue and inflation.
- 54. The SFMTA recognizes its legal obligation to meet and confer in good faith and endeavor to reach agreement on employee workloads.
- 55. The SFMTA shall provide any written information relating to staffing levels and workloads in SFMTA upon written request to the Human Resources Division, with any reproduction costs above single copies to be paid by the Union.
- 56. Advance Notice of Pending Layoffs - Any employee who is to be laid off due to the lack of work or funds shall be notified, in writing, with as much advance notice as possible but not less than thirty (30) calendar days prior to the effective date of the layoff. Such thirty (30) calendar day minimum advance notice of layoff shall not apply should layoff in a shorter period be beyond the control of the SFMTA. The Union shall receive copies of any layoff notice. The provisions of this section shall not apply to "as needed" or intermittent employees hired for a specific period of time or for the duration of a specific project or employees who are bumped from their position.

**I.J. APPRENTICESHIP PROGRAM**

- 57. The parties agree to meet to discuss the development of mutually agreeable apprenticeship programs. The specific provisions of the apprenticeship programs shall be subject to agreement between the SFMTA, the Civil Service Commission (where appropriate), and the Union. Each apprenticeship program, however, shall contain at least the following terms:
- 58. Subject to the ratios established by the apprenticeship program, the SFMTA, at its own discretion, may choose to fill any vacancy with either a journey-level worker or an apprentice; and
- 59. The entry salary step of the apprentice program shall be at least forty (40) percent lower than the top step or flat rate, whichever is applicable, of the journey-level A class.
- 60. The following journey level classes (“Apprenticeable Classes”) shall be eligible for an apprenticeship program:

7306	Automotive Body and Fender Worker
7309	Car and Auto Painter
7313	Automotive Machinist
7332	Maintenance Machinist
7381	Automotive Mechanic

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

61. The SFMTA will agree to continue implementation of apprenticeship programs after further discussions in the JLMC with the following:
  - a. In the event the SFMTA uses apprentices covered by this Agreement, such apprentices will be trained by the San Francisco, Sonoma, San Mateo and Northern Santa Clara Counties Automotive Repair Trade Joint Apprenticeship Committee, as long as it is a State-certified apprenticeship program.
  - b. All established guidelines will be adhered to but not subject to the grievance procedure of this Agreement.
62. Any agreement setting forth the terms of an apprenticeship program will be included in a specific Appendix to this Agreement. For each fiscal year of this Agreement (the period from July 1 through June 30), the SFMTA shall allocate \$1500.00 for each participating apprentice to be paid to the Union for the purpose of training. This amount shall be prorated for any partial year and increased annually by 5.0%. Nothing in this Agreement shall be construed as committing the SFMTA to join any Union or affiliated entities trust fund.
63. The Union's designated Apprentice Coordinator agrees to provide regular reports to the SFMTA to verify that the apprentices have met their educational/learning requirements.
64. The SFMTA will appoint apprentices into positions exempt from Civil Service.
65. The parties fully support the objective of increasing the percentage of underrepresented groups in apprenticeship programs in SFMTA departments. The parties shall make reasonable efforts to ensure that the composition of candidates for SFMTA apprenticeship placements is consistent with this diversity objective.
66. The parties agree to make best efforts to reach out to advocacy groups to encourage apprentice job applications. The Union's designated Apprentice Coordinator will advise the SFMTA of upcoming apprenticeship recruitments with the intent of posting such information on the SFMTA's website.
67. The Union agrees to make best efforts to ensure diversity in the composition of panels that conduct apprenticeship program interviews and will provide information to the SFMTA upon request on the composition of these panels.
68. The parties agree that the selection process for apprentices who are referred to and placed in SFMTA positions shall conform to the "Uniform Guidelines on Employee Selection Procedures" as published and administered by the United States Equal Employment Opportunity Commission. Upon request by the SFMTA, the Union's designated Apprentice Coordinator shall provide evidence of the validity and/or validation associated with any and all steps used in any apprenticeship selection process that results in placement in a SFMTA department. Such evidence may be in the form of formal reports and studies that have been prepared in a manner that describes compliance with the "Uniform Guidelines."

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414

69. Any new apprentice classifications assigned to this bargaining unit will be added to Section I.A.2 of this Agreement and the appendix.
70. The parties agree to meet and confer regarding the establishment of apprenticeships for Auto Mechanic, Auto Body, and Auto Painter and other apprenticeship matters not later than October 1, 2019.

**I.K. MINIMUM NOTICE**

71. The SFMTA will work with the City's Department of Human Resources ("DHR") to provide ten (10) business days' notice to employees who are subject to displacement due to layoffs. To the extent this notice period extends beyond the date the displacing employee is to start in the position, the employee who is to be displaced will be placed in a temporary exempt position in the employee's classification and department for the remainder of the notice period.

**I.L. JOINT LABOR MANAGEMENT COMMITTEE**

72. With **Within** thirty (30) days of the ratification of this agreement the parties will convene a Joint Labor Management Committee with equal representation from both the SFMTA and the Union. **The Committee shall meet every ninety (90) days, but may agree to meet on a more or less frequent basis, as needed to resolve issues that may rise and are within it's scope as set forth below.**
73. Scope:
- (A)**a. to give advice and make recommendations regarding the meaning, interpretation, or application of this Agreement;
74. **(B)**b. to give advice and make recommendations regarding issues which both the SFMTA and the Union agree to submit to the Joint Labor Management Committee;
75. **(C)** The parties agree that **the following issues will be prioritized by the JLMC for FY 2022 -2024:**
- a.** **Policies** policies and procedures concerning protective footwear and prescription safety glasses, including frequency and **scope of use of** voucher amounts will be a priority subject of discussion during the JLMC meetings for FY 2012-2013;
- b.** **Policies and procedures concerning training of bargaining unit members by other members of the bargaining unit (with the exception of any outside vendors deemed necessary to provide training);**
- c.** **Polices and procedures concerning return to work (with the exception of COVID-19 return to work);**
- d.** **Polices and procedures concerning commercial drivers' licenses, including appropriate means and methods of evaluation and provision of**

JULY 1, 2019~~2022~~ – JUNE 30, 2022~~2024~~

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414

**information to SFMTA, and related issues:**

**e. Recruitment and retention of employees.**

76. ~~The Joint Labor Management Committee shall meet as needed.~~ Furthermore, the parties agree that the Committee is specifically empowered to establish such subcommittees as may be needed to consider and recommend solutions to workplace issues and concerns.

JULY 1, ~~2019~~**2022** – JUNE 30, ~~2022~~**2024**

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414

## ARTICLE II - EMPLOYMENT CONDITIONS

### II.A. NON-DISCRIMINATION

77. The SFMTA and Union agree that no person employed or applying for employment shall in any way be discriminated against by the SFMTA or Union because of an individual's actual or perceived age, ancestry, color, creed, gender expression, genetic information, HIV/AIDS status, marital status, mental disability, medical condition (associated with cancer, a history of cancer or genetic characteristics), military or veteran status, national origin, religion, sex/gender, sexual orientation, or other category protected under the law, or other non-merit factors.
77. a. Neither the SFMTA nor the Union shall interfere with, intimidate, restrain, coerce, or discriminate against any employee because of the exercise of rights granted pursuant to the Meyers-Milias-Brown Act.
77. b. This section is not intended to affect the right of any employee to elect any applicable administrative remedy for discrimination proscribed herein. In the event more than one administrative remedy is offered by the SFMTA or City, the employee shall elect to pursue a remedy under only one internal forum. The election of the employee is irrevocable. It is understood that this paragraph shall not foreclose the election by an affected employee of any administrative or statutory remedy or forum provided by law.

### II.B. PERSONNEL FILES

78. Upon request of an employee to the appointing officer or designee, material relating to disciplinary actions in the employee's personnel file which have been in the file for more than two (2) years shall be "removed" to the extent permissible by law, provided the employee has no subsequent disciplinary action since the date of such prior action. Performance evaluations are excluded from this provision.
79. The above provision shall not apply in the case of employees disciplined due to misappropriation of public funds or property; misuse or destruction of public property; drug addiction or habitual intemperance; mistreatment of persons; immorality; acts which would constitute a felony or misdemeanor involving moral turpitude; acts which present an immediate danger to the public health and safety. In such cases, an employee's request for removal may be considered on a case by case basis, depending upon the circumstances, by the appointing officer or designee.
80. Only one (1) official file shall be maintained on any single employee in any one department. Unless otherwise specified by the department, the official file shall be located in the departmental personnel office or, in larger departments, at the various divisional personnel offices of the department.

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414

81. Each employee shall have the right to review the contents of the employee's file upon request. Nothing may be removed from the file by the employee and copies of the contents shall be provided upon request.
82. With the written permission of the employee, a representative of the Union may review the employee's personnel file when in the presence of a departmental representative and obtain copies of the contents upon request.
83. An employee shall have the opportunity to review, sign, and date any and all material to be included in the file. The employee may also attach a response to any and all materials within thirty (30) days of receipt. All material in the file must be signed and dated by the author.
84. With the approval of the employee's supervisor, the employee may include material relevant to the employee's performance of assigned duties in the field.

### **II.C. REIMBURSEMENT OF PERSONAL EXPENSES**

85. An employee who qualifies for reimbursement of damaged, destroyed or stolen property shall submit a claim to the employee's department head with all available documentation not later than thirty (30) calendar days after the date of such alleged occurrence. An employee shall be entitled to an appropriate reimbursement no later than ninety (90) days following the submission of such claim. Reimbursement may be delayed if the employee does not submit the appropriate documentation.

### **II.D. TEMPORARY VACANCIES**

86. The filling of temporary vacancies, in the absence of an eligibility list, shall be filled on a seniority basis, subject to the requirement that an individual possess the ability to perform the duties of the vacant position.

### **II.E. LEAVES OF ABSENCE**

87. Pursuant to Charter Section A8.409-3, leaves of absences shall be governed by Civil Service Commission leaves of absence rule except where modified by this Agreement. Only those matters subject to negotiation and arbitration pursuant to Charter Section A8.409 et seq. shall be subject to grievance or arbitration pursuant to this Agreement.

### **II.F. SUBCONTRACTING**

#### Subcontracting of Work - City Charter 10.104

1. "Prop J." Contracts:
  88. a. The SFMTA agrees to notify the Union no later than the date the department sends out Requests for Proposals when contracting out of a SFMTA service and authorization of the Board of Supervisors is necessary in order to enter into said contract.

JULY 1, ~~2019~~**2022** – JUNE 30, ~~2022~~**2024**

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414



89. b. Upon request by the Union, the SFMTA shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.
90. c. Prior to any final action being taken by the SFMTA to accomplish the contracting out, the SFMTA agrees to hold informational meetings with the Union to discuss and attempt to resolve issues relating to such matters including, but not limited to:
  - (1) possible alternatives to contracting or subcontracting;
  - (2) questions regarding current and intended levels of service;
  - (3) questions regarding the Controller's certification pursuant to Charter Section 10.104;
  - (4) questions relating to possible excessing overhead in the SFMTA's administrative supervisory/worker ratio; and
  - (5) questions relating to the effect on individual worker productivity by providing labor saving devices;
91. d. The City agrees that it will take all appropriate steps to insure the presence at said meetings of those officers and employees (excluding the Board of Supervisors) of the SFMTA who are responsible in some manner for the decision to contract so that the particular issues may be fully explored by the Union and the SFMTA.

2. Personal Services Contracts and Advance Notice to Union on Personal Services Contract

92. At the time the SFMTA issues a Request for Proposals (“RFP”)/Request for Qualifications (“RFQ”), or thirty (30) days prior to the submission of a Personal Services Contract request to the Department of Human Resources and/or the Civil Service Commission, whichever occurs first, the SFMTA shall notify the union of any personal services contract(s), including a copy of the draft PSC summary form, where such services could potentially be performed by represented classifications.
93. If the union wishes to meet with SFMTA over a proposed personal services contract, it must make its request to SFMTA Labor Relations within two weeks after the union’s receipt of the notice from SFMTA. The parties may discuss possible alternatives to contracting or subcontracting and whether the division staff has the expertise and/or facilities to perform the work. Upon request by the union, the SFMTA shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.
94. In order to ensure that the parties are fully able to discuss their concerns regarding particular proposed contracts, the SFMTA agrees that it will take all appropriate steps to ensure that parties (excluding the Board of Supervisors and other boards and commissions) who are responsible for the contracting-out decision(s) are present at the meeting(s) referenced in above paragraph.

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414

95. The SFMTA agrees to provide the union with notice(s) of SFMTA Board and Civil Service Commission meetings during which proposed personal services contracts are calendared for consideration, where such services could potentially be performed by represented classifications.
96. Existing language in MOUs which provides additional notice and/or otherwise enhanced provisions shall not be superseded by the language in this section.
3. Advance Notice to Employee Organizations of the Construction/Maintenance or Job Order Contracts.
97. At the time the SFMTA issues an invitation for a Construction Bid and Specifications, the SFMTA shall notify the union with copy to the San Francisco Building Trades Council of any construction/maintenance or job order contract(s), where such services could potentially be performed by represented classifications.
98. If the union wishes to meet with SFMTA over a proposed construction/maintenance contract, it must make its request to SFMTA Labor Relations within two weeks after the receipt of the SFMTA's notice. The parties may discuss possible alternatives to contracting or subcontracting and whether the SFMTA staff has the expertise and/or facilities to perform the work. Upon request by the employee organization, the SFMTA shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.
99. In order to ensure that the parties are fully able to discuss their concerns regarding particular proposed contracts, the SFMTA agrees that it will take all appropriate steps to ensure that parties (excluding the Board of Supervisors and other boards and commissions) who are responsible for the contracting-out decision(s) are present at the meeting(s) referenced above.
100. The SFMTA agrees to provide the San Francisco Building Trades Council with notice(s) of SFMTA Board and Civil Service Commission meetings during which proposed construction/maintenance contracts are calendared for consideration, where such services could potentially be performed by represented classifications.

## **II.G. ANTI-NEPOTISM POLICY**

101. No employee of the San Francisco Municipal Transportation Agency ("SFMTA") shall knowingly sign up or bid for an assignment that reports directly to or directly supervises the employee's spouse, domestic partner, parent or child. SFMTA management shall not knowingly assign an employee to such a position. If an employee is in such a position on July 1, 2001, or, if changes occur that cause an employee to be in such a position during the term of this agreement (including but not limited to organizational restructuring, changes in familial relationships or changes in reporting relationships caused by operation of the Civil Service Commission Rules) the following shall occur: the first represented employee of the two affected employees who has an opportunity to sign up, bid for, or be

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414

assigned to a different assignment shall be required to do so. This provision is not intended to affect the rights of any employee under the Civil Service Commission Rules.

**II.H. PROBATIONARY PERIOD**

102. The probationary period shall be six calendar months, except for the classes listed below which shall be one calendar year, as defined and administered by the Civil Service Commission.

- 7126 Mechanical Shop & Equipment Superintendent
- 7225 Transit Paint Shop Supervisor I
- 7228 Automotive Transit Shop Supervisor I
- 7249 Automotive Mechanic Supervisor I
- 7254 Automotive Machinist Supervisor I
- 7258 Maintenance Machinist Supervisor I
- 7264 Automotive Body & Fender Worker Supervisor I

103. A probationary period may be extended by mutual agreement, in writing, between the Union and the SFMTA

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414

## ARTICLE III - PAY, HOURS AND BENEFITS

### III.A. WAGES

104. All base wage increases shall be rounded to the nearest salary schedule.
105. Effective July 1, 2019, represented employees in classifications 7306 Automotive Body and Fender Works and 7309 Car and Auto Painters shall have parity with the base wages provided to these two classifications under the Memorandum of Understanding between the Union and the City.
106. Effective July 1, 2019, prior to the application of any other increase, each classification covered by this Agreement, excluding apprenticeship classifications, shall receive a \$0.25 per hour base wage increase and the tool allowance will be discontinued.
107. ~~Effective July 1 2019, represented employees is classification 7258 Maintenance Supervisor I, 7337 Maintenance Machinist Assistant Supervisor, 7332 Maintenance Machinist, 7331 Apprentice Maintenance Machinist 2, 7327 Apprentice Maintenance Machinist 1, and 7434 Maintenance Machinist Helper shall receive a one time wage adjustment of an additional five percent (5%) to their base wages.~~ **Effective July 1, 2022, represented employees in classifications 7332 Maintenance Machinist and 7434 Maintenance Machinist Helper shall receive a one-time wage adjustment of an additional one and one half of one percent (1.5%) to their base wages**
108. Included in the pay issued on August 20, 2019 represented employees in classification 7258 Maintenance Supervisor I, 7337 Maintenance Machinist Assistant Supervisor, 7332 Maintenance Machinist, 7331 Apprentice Maintenance Machinist 2, 7327 Apprentice Maintenance Machinist 1, and 7434 Maintenance Machinist Helper shall receive a one-time lump sum payment of five percent (5%) calculated off their regular base hours paid in fiscal year 2018-2019. The lump sum payment shall not be included in retirement calculations.
109. Effective July 1, 2019, represented employees in classification 7126 Mechanical Shop and Equipment Superintendent shall receive a one-time wage adjustment of an additional eleven (11%) to their base wages.
- 109a. Effective July 1, 2022, represented employees in classification 7241 Senior Maintenance Controller shall receive a one-time wage adjustment of an additional nine percent (9%) to their base wages.**
- 109b. Effective July 1, 2022, represented employees in classifications 7313 Automotive Machinist receive a one-time wage adjustment of an additional two percent (2%) to their base wages.**

JULY 1, 2019~~2022~~ – JUNE 30, 2022~~2024~~

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414

110. All members of the bargaining unit will receive the following base wage ~~increases~~ **adjustments**:

~~Effective July 1, 2019: ——— 3.0%~~

~~Effective December 28, 2019: ——— 1.0%~~

~~Effective July 1, 2020: ——— 3.0%~~

~~Except that if the March 2020 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisor's Budget Analyst, projects a budget deficit for the fiscal year 2020-2021 that exceeds \$200 million, then the base wage adjustment due on July 1, 2020 will be delayed by approximately six (6) months, to be effective December 26, 2020.~~

~~Effective December 26, 2020: ——— 0.5%~~

~~Except that if the March 2020 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisor's Budget Analyst, projects a budget deficit for the fiscal year 2020-2021 that exceeds \$200 million, then the base wage adjustment due on December 26, 2020, will be delayed by approximately six (6) months, to be effective close of business June 30, 2021.~~

~~Effective July 1, 2021: ——— 3.0%~~

~~Except that if the March 2021 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisor's Budget Analyst, projects a budget deficit for the fiscal year 2021-2022 that exceeds \$200 million, then the base wage adjustment due on July 1, 2021 will be delayed by approximately six (6) months, to be effective January 8, 2022.~~

~~Effective January 8, 2022: ——— 0.5%~~

~~Except that if the March 2021 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisor's Budget Analyst, projects a budget deficit for the fiscal year 2021-2022 that exceeds \$200 million, then the base wage adjustment due on January 8, 2022, will be delayed by approximately six (6) months, to be effective close of business June 30, 2022.~~

**Effective July 1, 2022, represented employees shall receive a base wage adjustment of 5.25%**

**Effective July 1, 2023, represented employees shall receive a base wage adjustment of 2.50%, except that if the March 2023 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2023-2024 that exceeds \$300 million, then the base wage adjustment due on July 1, 2023, will be delayed by approximately six (6) months, to be effective January 6, 2024.**

**Effective January 6, 2024, represented employees shall receive a base wage adjustment of 2.25%, except that if the March 2023 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2023-2024 that exceeds \$300 million, then the base wage adjustment due on January 6, 2024, will be delayed by approximately six (6) months, to be effective June 30, 2024.**

JULY 1, 2019~~2022~~ – JUNE 30, 2022~~2024~~

All base wage calculations shall be rounded to the nearest whole dollar, bi-weekly salary.

### **III.B WORK SCHEDULES**

#### **1. HOURS**

111. A regular work shift is a tour of duty consisting of eight (8) hours. The lunch period shall be in the middle of the shift and shall be one (1) hour unless otherwise agreed. Forty (40) hours shall constitute a regular week's work of five (5) consecutive days from Monday through Friday and Tuesday through Saturday, or, a consecutive Sunday through Thursday schedule may be implemented and any five (5) consecutive days.
112. Any work shift starting between 6 a.m. and 9 a.m. shall be considered the day shift. Any work shift commencing between the hours of 9:01 a.m. and 5:59 p.m. shall be considered "shift two," a night/swing shift, and Employees working on such shift shall be paid ten percent (10%) above the regular day shift as set forth herein. Any subsequent shift starting at 6:00 p.m. and 5:59 a.m. shall be considered "shift three," a midnight/graveyard shift and shall be paid fifteen percent (15%) above the regular day rate.
113. The employer shall give at least one (1) weeks' notice to the employee of the change of a shift or start time change, whether the change is from one shift or start time to another shift or start time, or a change in days off, or a combination of both. The change shall occur no more than once every six (6) months unless mutually agreed to by SFMTA, the Union and the employee. There shall be no shift change made to avoid holiday pay.

#### **2. VOLUNTARY REDUCED WORK WEEK**

114. Employees, subject to approval by the Appointing Officer or designee, may voluntarily elect to work a reduced work week for a specified period of time. Such reduced work week shall not be less than twenty (20) hours per week. Pay, vacation, holidays and sick pay shall be reduced in accordance with such reduced work week.

#### **3. VOLUNTARY TIME OFF PROGRAM ("VTOP")**

115. The mandatory furlough provisions of Civil Service Commission Rules shall not apply to covered employees.
116. a. General Provisions: Upon receipt of a projected deficit notice from the Controller, an appointing officer shall attempt to determine, to the extent feasible and with due consideration for the time constraints which may exist for eliminating the projected deficit, the interest of employees within the appointing officer's jurisdiction in taking unpaid personal time off on a voluntary basis.
117. The appointing officer shall have full discretion to approve or deny requests for voluntary time off based on the operational needs of the department and any court decrees or orders

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414

pertinent thereto. The decision of the appointing officer shall be final except in cases where requests for voluntary time off in excess of ten (10) working days are denied.

- 118. b. Restrictions on Use of Paid Time Off while on Voluntary Time Off
- 119. (1) All voluntary unpaid time off granted pursuant to this section shall be without pay.
- 120. (2) Employees granted voluntary unpaid time off are precluded from using sick leave with pay credits, vacation credits, compensatory time off credits, floating holidays, training days or any other form of pay for the time period involved.
- 121. (3) Duration and Revocation of Voluntary Unpaid Time Off - Approved voluntary time off taken pursuant to this section may not be change by the appointing officer without the employee's consent.

### **III.C ADDITIONAL COMPENSATION**

#### 1. NIGHT DUTY

- 122. Any shift immediately following a regular day shift or commencing during any period of a day shift shall be considered a night shift, and employees working on such shift shall be paid ten percent (10%) above the regular day shift as set forth herein. A subsequent shift shall be known as a midnight shift and shall be paid fifteen percent (15%) above their regular day rate. The employer shall give at least one (1) weeks' notice to the employee of the change of shift work. There shall be no shift change made to avoid holiday pay.

#### 2. CALL BACK PAY

- 123. Employees called back to their work locations (except those at remote locations where city supplied housing has been offered, or are otherwise compensated) shall be granted a minimum of four (4) hours' pay at the applicable rate or shall be paid for all hours actually worked at the applicable rate, whichever is greater. The employee's work day shall not be adjusted to avoid the payment of this minimum.

#### 3. LEAD WORKER PAY

- 124. An employee in any class covered by Local 1414, when designated by the employee's supervisor or foreman as a lead worker, shall receive a premium of \$20 per day when required to sketch, layout, detail, estimate, order materials, or take the lead on a job when at least two (2) employees in the same classification are assigned to a particular job and one acts as a lead.
- 125. The lead worker's selection will be determined in accordance with the Letter of Agreement between SFMTA and the Union entitled SFMTA, 1414 Selection Procedure for a Non-permanent Supervisory position. Lead positions are responsible for directing the work of

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024



the employees subject to the specific task and are not expected to perform the full range of supervisory duties or to replace a higher paid classification.

126. Employees are not eligible to receive both Lead Worker Pay and Acting Assignment Pay simultaneously.

4. ACTING ASSIGNMENT PAY

127. An employee assigned in writing by the Appointing Officer (or designee) to perform the normal day-to-day duties and responsibilities of a higher classification of an authorized position for which funds are temporarily unavailable shall be entitled to acting assignment pay, no earlier than the fifth (5<sup>th</sup>) work day of such an assignment, with acting assignment pay retroactive to the first (1<sup>st</sup>) day of the assignment.
128. Upon written approval, as determined by the SFMTA, an employee shall be authorized to receive an increase to a step in an established salary schedule that represents at least 7.5% above the employee's base salary and that does not exceed the maximum step of the salary schedule of the class to which temporarily assigned. Premiums based on percent of salary shall be paid at a rate which includes the acting assignment pay.

5. MUNI SATURDAY OR SUNDAY PREMIUM

129. Such assignments shall be made first on a voluntary, seniority basis followed by assignment on the basis of inverse seniority. Shift assignments shall be made for periods of six (6) consecutive months. Prior to the end of the initial six (6) month period, Muni Management shall give written notice that employees shall have an opportunity to bid for shift assignment for the next succeeding six (6) month period in accordance with the seniority selection procedure as outlined above. Such written notice shall be given by posting the notification on all official bulletin boards of the Municipal Railway and by sending the notification to the Union.
130. It is further understood and agreed that the seniority selection procedure shall be implemented by starting at the top of the seniority roster and working down on a voluntary basis and, if the shifts are not filled through a voluntary basis, then they are to be assigned by applying inverse seniority.
131. It is further understood and agreed that Sunday and holiday work will be permitted only to the extent of insuring continued operation. Major work will be performed on Sundays or holidays only as equipment conditions so require.
132. Employees assigned to Saturday as a part of their scheduled forty (40) hour week will receive base rate including shift differential when applicable, with an additional premium of fifteen percent (15.0%). **The Saturday premium applies to the entirety of the work shift when the majority of the scheduled shift occurs on Saturday. If the scheduled shift falls equally on two (2) days (e.g., four (4) hours on Saturday and four (4) hours on Sunday), then the premium will be based on the start day of the shift.**

JULY 1, 2019~~2022~~ – JUNE 30, 2022~~2024~~

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414



133. Employees assigned to Sunday as a part of their scheduled forty (40) hour week will receive base rate including shift differential when applicable, with an additional premium of thirty percent (30.0%). **The Sunday premium applies to the entirety of the work shift when the majority of the scheduled shift occurs on Sunday. If the scheduled shift falls equally on two (2) days (e.g., four (4) hours on Sunday and four (4) hours on Monday), then the premium will be based on the start day of the shift.**

6. HEAVY EQUIPMENT PREMIUM

134. Employees in Class 7381 assigned to work on vehicles over ~~one (1) ton~~ **ten thousand (10,000) pounds Gross Vehicle Weight Rating (GVWR)** shall be paid a Heavy Equipment Premium of one dollar and ~~twenty-five cents (\$1.25)~~ **fifty cents (\$1.50)** per hour. Employees shall be paid a minimum of four (4) hours Heavy Equipment Premium when assigned to work heavy equipment four (4) hours or less. Employees shall be paid eight (8) hours Heavy Equipment Premium when assigned to work heavy equipment for more than four (4) hours or shall be paid for all hours actually worked on heavy equipment, whichever is greater.

7. AUXILIARY EQUIPMENT PREMIUM

~~135. Employees in Class 7313 shall receive a premium of forty five cents (\$0.45) per hour when assigned to work on Auxiliary Equipment or Heavy Component Overhaul. "Auxiliary Equipment" is defined as vehicle components other than engines, transmissions, brakes, suspension, steering, and parts thereof, and any systems and components contained in the cab or chassis of a vehicle. "Heavy Component Overhaul" is defined as complete disassembly, inspection, rebuilding/machining, reassembly and testing of the following components: Engines, Transmission, Differentials, and Wheel Chair assemblies.~~

~~136. Employees shall be paid a minimum of four (4) hours Auxiliary Equipment Premium when assigned to work on Auxiliary Equipment or perform Heavy Component Overhaul work four (4) hours or less. Employees shall be paid eight (8) hours Auxiliary Equipment Premium when assigned to work on Auxiliary Equipment or perform Heavy Component Overhaul work for more than four (4) hours or shall be paid for all hours actually worked on Auxiliary Equipment or Heavy Component Overhaul, whichever is greater.~~

8. SUPERVISORY DIFFERENTIAL ADJUSTMENT

137. The SFMTA Human Resources Director is hereby authorized to adjust the compensation of a supervisory employee whose schedule of compensation is set herein subject to the following conditions:
138. a. The supervisor, as part of the regular responsibilities of the supervisor's class, supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or subordinates.

JULY 1, 2019~~2022~~ – JUNE 30, 2022~~2024~~

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414

139. b. The organization is a permanent one approved by the appointing officer, Board or Commission, where applicable, and is a matter of record based upon review and investigation by the Civil Service Commission.
140. c. The supervisor has completed a probationary period in a civil service class and holds permanent status to a full-time position.
141. d. The classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal, logical relationship to each other in terms of their respective duties and levels of responsibility and accountability in the organization.
142. e. The compensation schedule of the supervisor is less than one full step (approximately 5%) over the compensation schedule, exclusive of extra pay, of the employee supervised. In determining the compensation schedule of a classification being paid a flat rate, the flat rate will be converted to a bi-weekly rate and the compensation schedule the top step of which is closest to the flat rate so converted shall be deemed to be the compensation schedule of the flat rate classification.
143. f. The adjustment of the compensation schedule of the supervisor shall be to the nearest compensation schedule representing, but not exceeding, one full step (approximately 5%) over the compensation schedule, exclusive of extra pay, of the employee supervised.
144. g. If the application of this section adjusts the compensation schedule of an employee in excess of the employee's immediate supervisor, the pay of such immediate supervisor, covered by this agreement, shall be adjusted to an amount \$1.00 bi-weekly in excess of the base rate of the supervisor's highest paid subordinate, provided that the applicable conditions under this section are also met.
145. h. Compensation adjustments are effective retroactive to the beginning of the current fiscal year of the date in the current fiscal year upon which the employee became eligible for such adjustment under these provisions.
146. i. To be considered, requests for adjustment under the provisions of this section must be received in the offices of the SFMTA Human Resources Department not later than the end of the current fiscal year.
147. j. In no event will the SFMTA Human Resources Director approve a supervisory salary adjustment in excess of 10% or 2 full steps over the supervisor's current basic compensation. If in the following fiscal year a salary inequity continues to exist, the SFMTA Human Resources Department may again review the circumstances and may grant an additional salary adjustment not to exceed 10% or 2 full steps.

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414

148. k. It is the responsibility of the (appointing officer) immediately to notify the SFMTA Human Resources Director of any change in the conditions or circumstances that were and are relevant to a request for salary adjustment under this section either acted upon by or pending with the SFMTA Human Resources Director.

9. CLASS A AND CLASS B DRIVER'S LICENSE REIMBURSEMENT

149. For the duration of this agreement, employees who have been employed for six (6) months or more in a 1414 classification and are required to obtain and maintain a California Class A or Class B Driver's License and/or endorsement as a condition of employment, shall be reimbursed for the fees that are required to obtain or renew such license no later than ninety (90) days after submitting verification of fees paid. The employee must submit the required documentation for reimbursement no later than six (6) months from when the fees were charged.

10. COMPENSATORY TIME

150. Employees in non-"Z" designated job classifications may elect to accrue compensatory time off ("CTO") in lieu of paid overtime, provided that the Appointing Officer approves that election.
151. Employees in non-"Z" designated job classifications may not accumulate a balance of compensatory time in excess of one hundred twenty (120) hours.
152. Employees in non-"Z" designated job classifications may not earn more than one hundred twenty (120) hours of compensatory time in a fiscal year.
153. A non-"Z" classified employee who is appointed to a position in another department shall have the employee's entire CTO balance paid out at the rate of the underlying classification prior to appointment.
154. A non-"Z" classified employee who is appointed to a position in a higher, non-"Z" designated classification or who is appointed to a position in a "Z" designated classification shall have the employee's entire CTO balance paid out at the rate of the lower classification prior to promotion.
155. Subject to availability of funds, a non-"Z" classified employee, upon the employee's request, shall be able to cash out earned but unused CTO; approval of the cash out is at the discretion of the Appointing Officer.

**III.D. OVERTIME**

156. Overtime shall be distributed equally among employees covered by this Agreement. Any time worked by an employee in excess of: (a) forty hours per city work week for weekly overtime, or (b) in excess of the regular or normal work day, either prior to or after the regularly assigned shift for daily overtime, shall be designated as overtime and shall be

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414

compensated at one-and- one-half times the regularly assigned shift base hourly rate which may include a night differential or a Saturday and or Sunday Premium, if applicable. The use of any sick leave shall be excluded from determining hours worked in excess of 40 hours in a week for determining eligibility for overtime payment. For the purposes of determining the rate of pay (i.e., straight time or time-and-one-half), the department will look back to the previous five (5) work days to determine whether sick leave was used. Subject to the above, employees working on their regular days off shall be guaranteed eight (8) hours' work or pay therefore at time-and-one-half.

157. Employees working on any holiday specified in this agreement shall be guaranteed eight (8) hours' work or pay therefore at time-and-one-half in addition to the pay for the holiday. Employees working either on a RDO or holiday shall be compensated at the assigned shift rate of that particular day, regardless of their regularly assigned shift rate, which may include a night differential if applicable.
158. An employee shall not be eligible for voluntary overtime assignment if there has been sick pay or disciplinary time off on the preceding workday, or if sick pay or disciplinary time off occurs on the workday following the last overtime assignment. However, if the employee is not eligible for overtime assignment, the management may assign the employee for overtime and compensate at the overtime rate.

### III.E. HOLIDAYS

159. Except when normal operations require, or in an emergency, employees shall not be required to work on days hereby declared to be holidays for such employees. The following days are designated as holidays:

January 1 (New Year's Day)  
the third Monday in January (Martin Luther King, Jr.'s Birthday)  
the third Monday in February (President's Day)  
the last Monday in May (Memorial Day)  
**June 19 (Juneteenth)**  
July 4 (Independence Day)  
the first Monday in September (Labor Day)  
the second Monday in October (~~Columbus Day~~ **Indigenous Peoples Day,**  
**Italian American Heritage Day**)  
November 11 (Veteran's Day)  
Thanksgiving Day  
the day after Thanksgiving December 25 (Christmas Day)

160. Provided further, if January 1, **June 19**, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.
161. In addition, any day declared to be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United States is a holiday.

#### 1. HOLIDAYS THAT FALL ON A SATURDAY

JULY 1, 2019~~2022~~ – JUNE 30, 2022~~2024~~

162. For those employees whose normal work week is Monday through Friday, in the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday, provided, however, that, except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under the department head's jurisdiction on such preceding Friday so that said public offices may serve the public as provided in 16.4 of the Administrative Code. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by the appointing officer in the current fiscal year.

2. HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER THAN MONDAY THROUGH FRIDAY

163. Employees assigned to seven (7) day operation departments or employees working a five (5) day work week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off. Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of their days off.

164. If the provisions of this section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, the employee shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate employer representative. Such days off must be taken within the fiscal year. In no event shall the provisions of this section result in such employee receiving more or fewer holidays than an employee on a Monday through Friday work schedule.

3. HOLIDAY PAY FOR EMPLOYEES LAID OFF

165. An employee who is laid off at the close of business the day before a holiday who has worked not less than five previous consecutive work days shall be paid for the holiday.

4. FLOATING HOLIDAYS

166. Employees are granted five floating holidays in each fiscal year to be taken on days selected by the employee subject to prior scheduling approval of the Appointing Officer or designee. Employees (both full-time and part-time) must complete six (6) months continuous service to establish initial eligibility for the floating holidays. Employees hired on an as-needed, intermittent or seasonal basis shall not receive the additional floating holidays. Floating holidays may not be carried forward from one fiscal year to the next except with the approval of the Appointing Officer. No compensation of any kind shall be earned or granted for floating holidays not taken.

5. FLOATING HOLIDAY PAY FOR EMPLOYEES WHO SEPARATE

167. Employees who are terminated from City/SFMTA employment and at such time have at least six (6) months of continuous service with the City/SFMTA in the current calendar

JULY 1, 2019~~2022~~ – JUNE 30, 2022~~2024~~

year and who have not taken a floating holiday in said period shall be entitled to be paid for one floating holiday upon termination. Employees who are terminated from employment with the City/SFMTA and at such time have at least ten (10) months of continuous service in the current calendar year and who have not taken either of the floating holidays, shall, upon termination of employment, be entitled to be paid for said floating holidays. If one floating holiday has already been taken, the employee with ten (10) continuous months of service shall be entitled to be paid for the remaining four.

### **III.F. TIME OFF FOR VOTING**

168. If an employee does not have sufficient time to vote outside of working hours, the employee may request so much time off as will allow time to vote, in accordance with the State Election Code.

### **III.G. JURY DUTY**

169. An employee shall be provided leave with pay on a work day when the employee serves jury duty, provided the employee gives prior notice of the jury duty to the supervisor.
170. Employees assigned to jury duty whose regular work assignments are swing or weekend shifts shall not be required to work those shifts when serving jury duty, provided the employee gives prior notice of the jury duty to the supervisor.
171. Employees assigned to jury duty whose regular work assignments are graveyard shifts shall be entitled to take off their shift immediately following their jury duty service, provided the employee gives prior notice of the jury duty to the supervisor.
172. To receive leave with pay for jury duty employees must: (1) provide written proof of jury service from the court to verify actual appearance for each day of jury duty, and (2) decline any payment from the court for jury duty.
173. If an employee is required to call-in during the work day for possible midday jury duty the employee shall coordinate in advance with the employee's supervisor about whether and when to report to work.

### **III.H. STATE DISABILITY INSURANCE (“SDI”)**

174. All employees in the bargaining unit(s) covered by this Agreement shall be enrolled in the State Disability Insurance (SDI) Program. The cost of SDI will be paid by the employee through payroll deduction at a rate established by the State of California Employment Development Department.

### **III.I. SICK LEAVE WITH PAY LIMITATION**

175. An employee who is absent because of disability leave and who is receiving disability indemnity payments may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's sick leave with pay credits

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024



so as to equal the amount the employee would have earned for a regular work schedule. If the employee wishes to exercise this option, the employee must submit a signed statement to the employee's department no later than thirty (30) days following the employee's release from disability leave.

### **III.J. WORKERS COMPENSATION**

176. Employee supplementation of workers compensation payment to equal the full salary the employee would have earned for the regular work schedule in effect at the commencement of the workers compensation leave shall be drawn only from an employee's paid leave credits including vacation, sick leave balance, or other paid leave as available.
177. Employees returning from disability leave will accrue sick leave and/or supplemental disability credits as defined by Civil Service Commission Rule 420.22.

### **III.K. LIFE INSURANCE**

178. Upon becoming eligible to participate in the Health Service System under San Francisco Administrative Code Section 16.700, the SFMTA shall provide term life insurance in the amount of \$50,000 for all employees covered by this Agreement.
179. For informational purposes only, the Health Service System currently offers supplemental life insurance. Information regarding supplemental life insurance and other supplemental Health Service System benefits can be found on the Health Service System website. This section providing life insurance under this Agreement does not prevent Local 1414 represented employees from purchasing, at their own expense, supplemental benefits through the Health Service System.

### **III.L. HEALTH BENEFIT CONTRIBUTIONS**

#### EMPLOYEE HEALTH CARE

180. The level of the SFMTA's contribution to employee health benefits will be set in accordance with the requirements of Charter Sections A8.423 and A8.428.
181. Any contributions the City makes for health benefits shall not be considered as part of an employee's salary for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, retirement benefits or retirement contributions; nor shall such contributions be taken into account on determining the level of any other benefit which is a function of or percentage of salary.
182. The contribution model for employee health insurance premiums will be based on the SFMTA's contribution of a percentage of those premiums and the employee's payment of the balance (Percentage-Based Contribution Model), as described below:
  - 1) Employee Only:

JULY 1, ~~2019~~**2022** – JUNE 30, ~~2022~~**2024**

For medically single employees (Employee Only) who enroll in any health plan offered through the Health Services System (“HSS”), the SFMTA shall contribute ninety- three percent (93%) of the total health insurance premium, provided however, that the SFMTA’s contribution shall be capped at ninety-three percent (93%) of the Employee Only premium of the second-highest-cost plan.

2) Employee Plus One:

For employees with one dependent who elect to enroll in any health plan offered through the HSS, the SFMTA shall contribute ninety-three percent (93%) of the total health insurance premium, provided however, that the SFMTA’s contribution shall be capped at ninety-three percent (93%) of the Employee Plus One premium of the second-highest-cost plan.

3) Employee Plus Two or More:

For employees with two or more dependents who elect to enroll in any health plan offered through the HSS, the SFMTA shall contribute eighty-three percent (83%) of the total health insurance premium, provided however, that the SFMTA’s contribution shall be capped at eighty-three percent (83%) of the Employee Plus Two or More premium of the second-highest-cost plan.

4) Contribution Cap

In the event HSS eliminates access to the current highest cost plan for active employees, the City’s contribution under this agreement for the remaining two plans shall not be affected.

5) Average Contribution Amount

For purposes of this Agreement, to ensure that all employees enrolled in health insurance through the City’s HSS are making premium contributions under the Percentage-Based Contribution Model, and therefore have a stake in controlling the long term growth in health insurance costs, it is agreed that, to the extent the City's health insurance premium contribution under the Percentage-Based Contribution Model is less than the “average contribution,” as established under Charter section A8.428(b), then, in addition to the City’s contribution, payments toward the balance of the health insurance premium under the Percentage-Based Contribution Model shall be deemed to apply to the annual “average contribution.” The parties intend that the City’s contribution toward employee health insurance premiums will not exceed the amount established under the Percentage-Based Contribution Model.

Dental Coverage

183. For the term of this Agreement, the SFMTA will cover the cost of the employee and family dependents coverage under the City’s dental program.

JULY 1, ~~2019~~**2022** – JUNE 30, ~~2022~~**2024**



184. Notwithstanding the paragraph above, effective January 1, 2013, employees who enroll in the Delta Dental PPO Plan shall pay the following premiums for the respective coverage levels:

\$5/month for employee-only, \$10/month for employee + 1 dependent, or \$15/month for employee + 2 or more dependents.

Contributions While On Unpaid Leave

185. As set forth in Administrative Code section 16.701(b), covered employees who are not in active service for more than twelve (12) weeks shall be required to pay the Health Service System for the full premium cost of membership in the Health Service System, unless the employee shall be on sick leave, workers' compensation, mandatory administrative leave, approved personal leave following family care leave, disciplinary suspensions, or on a layoff holdover list where the employee verifies they have no alternative coverage.

Long Term Disability

186. The SFMTA, at its own cost, shall provide to employees a Long Term Disability (LTD) benefit that provides, after one hundred and eighty (180) day elimination period, sixty percent (60%) salary (subject to integration) up to age sixty-five (65). Employees who are receiving or who are eligible to receive LTD may be eligible to participate in the City's Catastrophic Illness Program to the extent allowed for in the ordinance governing such program.
187. The aforesaid payments shall not be considered as part of an employee's salary for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, retirement benefits or retirement contributions; nor shall such contributions be taken into account on determining the level of any other benefit which is a function of or percentage of salary.

**III.M. RETIREMENT**

188. Any SFMTA pick-up of employee's retirement contribution shall not be considered as part of an employee's compensation for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, or retirement benefits, nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary.
189. Rule changes by the City's Retirement Board regarding the crediting of accrued sick leave for retirement purposes shall be incorporated herein by reference. Any such rule change, however, shall not be subject to the grievance and arbitration provisions of this Agreement or the impasse procedures of Charter Section A8.409.
190. The parties acknowledge that the San Francisco Charter establishes the levels, terms and conditions of retirement benefits for members of the San Francisco Employees Retirement System (SFERS). The fact that a MOU does not specify that a certain item of compensation

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

is excluded from retirement benefits should not be construed to mean that the item is included by the Retirement Board when calculating retirement benefits.

191. Represented employees who are members of SFERS agree to pay their own employee retirement contribution to SFERS pursuant to the City Charter. For employees who became members of SFERS prior to November 2, 1976 (Charter Section A8.509 Miscellaneous Plan), the SFMTA shall pick up one-half percent (0.5%) of the total employee retirement contribution to SFERS.

#### PRE-RETIREMENT SEMINAR

192. Subject to development, availability and scheduling by SFERS and PERS, employees shall be allowed not more than one day during the life of this MOU to attend a pre-retirement planning seminar sponsored by SFERS or PERS.
193. Employees must provide at least two-week advance notice of their desire to attend a retirement planning seminar to the appropriate supervisor. An employee shall be released from work to attend the seminar unless staffing requirements or other Department exigencies require the employee's attendance at work on the day or days such seminar is scheduled. Release time shall not be unreasonably withheld.
194. All such seminars must be located within the Bay Area.
195. This section shall not be subject to the grievance procedure.

#### **III.N. VACATIONS**

196. Definitions - "Continuous service" for vacation allowance purposes means paid service pursuant to a regular work schedule which is not interrupted by a breach in paid service.
197. Award and Accrual of Vacation - Beginning with the first full pay period after the effective date of this agreement, an employee shall be awarded the employee's vacation allowance on the first day of the pay period following the pay period in which the allowance is accrued.
198. An employee does not accrue vacation allowance in the first year of continuous service; however, at the end of one (1) year of continuous service, an employee shall be awarded a vacation allowance computed at the rate of .0385 of an hour for each hour of paid service in the preceding year.
199. At the end of five (5) years of continuous service, an employee shall be awarded a one-time vacation allowance computed at the rate of .01924 of an hour for each hour of paid service in the preceding year except that the amount of the vacation allowance shall not exceed forty (40) hours.
200. At the end of fifteen (15) years of continuous service, an employee shall be awarded a one-time vacation allowance computed at the rate of .01924 of an hour for each hour of paid

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414

service in the preceding year except that the amount of the vacation allowance shall not exceed forty (40) hours.

201. The maximum number of vacation hours an employee may accrue consists of two-hundred forty (240) hours carried forward from prior years plus the employee's maximum vacation entitlement, which is based on the number of years of service. The maximum number of vacation hours which an employee may accrue is as follows:

<u>Years of Continuous Service</u>	<u>Maximum Accrual</u>
1 through 5 years	320 hours
more than 5 through 15 years	360 hours
more than 15 years	400 hours

**III.O. VACATION SCHEDULING**

202. The department will continue its current practice for the duration of this Agreement. Any changes in vacation scheduling will be subject to meet and confer with the Union.

**III.P. VOLUNTEER/PARENTAL RELEASE TIME**

203. Regularly scheduled (12 month) represented employees shall be granted paid release time to attend parent teacher conferences of up to four (4) hours per fiscal year (for children in kindergarten or grades 1 to 12).
204. In addition, a regularly scheduled (12 month) represented employee, who is a parent or who has child rearing responsibilities (including domestic partners but excluding paid child care workers) of one or more children in kindergarten or grades 1 through 12 shall be granted unpaid release time of up to forty (40) hours each fiscal year, not exceeding eight (8) hours in any calendar month of the fiscal year, to participate in the activities of the school of any child of the employee, providing the employee, prior to taking the time off, gives reasonable notice of the planned absence. The employee may use vacation, floating holiday hours, or compensatory time off during the planned absence.

**III.Q. ADMINISTRATIVE CODE CHAPTER 12W PAID SICK LEAVE ORDINANCE**

205. San Francisco Administrative Code, Chapter 12W, Paid Sick Leave Ordinance, is expressly waived in its entirety with respect to employees covered by this Agreement.

**III.R. PAPERLESS PAY POLICY DIRECT DEPOSIT OF PAYMENTS**

206. The Citywide Paperless Pay Policy applies to all City employees covered under this Agreement.
207. Under the policy, all employees shall be able to access their pay advices electronically on a password protected site, and print them in a confidential manner, using City Internet, computers, and printers. Such use of City equipment shall be free of charge to employees,

JULY 1, 2019~~2022~~ – JUNE 30, 2022~~2024~~

is expressly authorized under this section of the Agreement, and shall not be considered “inappropriate use” under any City policy. Pay advices shall also be available to employees on a password protected site that is accessible from home or other non-worksites computers, and that allows the employees to print the pay advices. Employees shall receive assistance to print hard copies of their pay advices through their payroll office upon request on a one-time or ongoing basis.

208. In addition to payroll information already provided, the pay advices shall reflect usage and balance of accrued time off (broken out for vacation, sick leave, etc.) the employee’s hours of compensatory time, overtime, and premiums earned during the relevant pay period. The City shall maintain electronic pay advices and/or wage statements for at least seven (7) years.
209. Under the policy, all employees (regardless of start date) will have two options for receiving pay: direct deposit or bank pay card. Employees not signing up for either option will be defaulted into bank pay cards.
210. Every employee shall possess the right to do the following with any frequency and without incurring any cost to the employee:
  1. Change the account into which the direct deposit is made;
  2. Switch from the direct deposit option to the bank pay card option, or vice versa;
  3. Obtain a new bank pay card the first time the employee’s bank pay card is lost, stolen, or misplaced;
  4. Check account balances or withdraw funds from the bank issuing the bank pay card.
211. The City assures that the bank pay card shall be FDIC insured. The City further assures that in the event of an alleged overpayment by the City to the employee, the City shall not unilaterally reverse a payment to the direct deposit account or bank pay card.
212. Training regarding how to access and print pay advices shall be available.
213. The City will work with the vendor to evaluate options to provide no-cost ATMs available at large worksites and remote worksites.
214. The parties mutually agree that employees may print out pay advices during work hours.

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

## ARTICLE IV - WORKING CONDITIONS

### IV.A. HEALTH AND SAFETY

215. The SFMTA acknowledges its responsibility to provide safe, healthful work environments for SFMTA employees.
216. When an employee, in good faith, believes that a condition exists which is immediately dangerous to life or health, and that continuing to work under such conditions poses risks beyond those normally associated with the nature of the job, the employee shall so notify the supervisor and explain why the employee believes it is unsafe. If the department agrees that the assignment is hazardous or unsafe, the employee shall be reassigned, if possible, until the hazard is eliminated or until the employee has been provided with the necessary safeguards.
217. If the department and the employee, or the employee's designated representative, do not concur, the potentially hazardous condition shall be evaluated by the departmental Occupational Safety and Health (OSH) staff, or a member of the Department of Public Health's OSH Program staff, if the Department does not have professional OSH staff.
218. Such evaluation shall be performed by appropriate health and/or safety staff (6141 OSH Manager; 6139 Senior Industrial Hygienist; 6138 Industrial Hygienist; 5177 Safety Officer; 6130 Safety Analyst) by close of business the next business day.
219. In the event that either the employee or the Union disagrees with the evaluation of the three(3) person panel, they may appeal to a neutral arbitrator for an expedited hearing; the arbitrator shall be selected in advance and may be an outside (non-City) health and safety expert.
220. Upon request, the SFMTA shall provide the Union departmental lists on a quarterly basis containing the vital information on all work-related injuries and illnesses. Vital information shall include the nature of the illness or injury, dates, time lost, corrective action, current status of employee and work location.

### IV.B. SAFETY EQUIPMENT

221. The SFMTA agrees to provide all required safety equipment (i.e., protective eyewear, protective footwear, hearing protection) in compliance with Cal-OSHA regulations.
222. For classifications covered by the terms of this MOU, the SFMTA agrees to provide prescription safety glasses in accordance with the SFMTA eye protection program SOP, at a cost not to exceed \$200.00 per employee per year.
223. For employees in classifications covered by the terms of this MOU, the SFMTA agrees to provide each employee with safety footwear once a year, at a cost not to exceed \$250.00 per employee in compliance with Cal-OSHA and ANSI standards and regulations. It is

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414

understood that if this footwear should become worn out or unserviceable, it shall be replaced in accordance with the standards set above.

#### **IV.C. ASSAULT DATA**

224. Upon request of the Union, a department shall retain and provide the Union with a copy of statistical information on assaults on employees who serve in particular classifications or at particular work sites.

#### **IV.D. VIDEO DISPLAY EQUIPMENT WORKING CONDITIONS**

225. 1. The SFMTA and the Union agree that employees working on video display equipment shall have safe and healthy work environments.
226. 2. This environment shall avoid excessive noise, crowding, contact with fumes and other unhealthy conditions. The SFMTA agrees upon request of the Union to meet and confer on ways to design the flow of work to avoid long, uninterrupted use of video display equipment by employees.
227. a. Breaks - Every employee working on video display equipment shall be required to take a break away from the employee's screen of at least fifteen (15) minutes after two (2) hours' work. In the event that normal work schedules do not provide a lunch or rest break every two (2) hours, the employee shall be assigned duties away from the video display screen for fifteen (15) minutes after two (2) hours of work.
228. b. Physical Plant - The SFMTA agrees to provide, subject to the budgetary and fiscal provisions of the Charter, the following physical equipment and work environment for users of video display equipment:
229. (1) Where necessary, effective glare screens shall be affixed to the front of such machines;
230. (2) Adjustable chairs, footrests and tables shall be provided to allow for adjustment of individual machines to provide each operator with optimum comfort and the minimum amount of physical stress;
231. (3) Optimal lighting conditions adapted to accommodate the types of equipment in use at each work site shall be provided;
232. (4) Prior to the acquisition of additional or re-placement machines, the SFMTA agrees to meet and consult with the Union on the design of the machines, including such features as separate keyboards, tilt able screens, phosphor colors, brightness controls and any other features relating to operator health and well-being. The SFMTA will give the Union as much advance notice as possible of such changes.

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

233. c. Inspection of Machines - The SFMTA agrees to inspect each machine in use on a regular basis and to maintain all equipment in proper repair, state of cleanliness and working order.

#### **IV.E. PREGNANCY**

234. Upon request, the SFMTA shall attempt to temporarily reassign a pregnant employee to another position away from video display equipment for the duration of the pregnancy.

#### **IV.F. PROTECTIVE UNIFORMS**

235. For employees working in classifications covered by the term of this Agreement, the SFMTA agrees to provide a total of eleven (11) clean protective uniforms, selected by each employee in some combination of the following: (a) coveralls, (b) bib overalls, or (c) work pants and shirts. On an annual basis, the employee may select a different combination of protective uniforms. The employee shall wear a protective uniform while working. In addition, the SFMTA will provide two work jackets to each employee no later than October 1, 2019. The cost of furnishing and laundering protective uniforms and jackets shall be paid by the SFMTA.
236. The employee is responsible for safeguarding protective uniforms and jackets issued to the employee and will be held responsible for the un-depreciated value of any protective uniforms and jackets lost, stolen, or damaged beyond fair wear and tear. Evidence of forced entry to an employee locker will be grounds for relieving an employee of responsibility for stolen protective uniforms and jackets. Responsibility for losses of individual sets of protective uniforms and jackets will be determined by the worker's supervisor on a case-by-case basis.
237. No employee in a classification covered by this Agreement shall be required to work in a location where the employee comes in contact with raw sewage or toxic or hazardous chemicals or substances if not provided with protective clothing as deemed appropriate for the purpose by the employee and the employee's appointing officer.

#### **IV.G. FOUL WEATHER GEAR**

238. Employees working in classifications covered by the terms of this Agreement shall not be required to perform their normal work duties in the rain, cold or foul weather without being provided adequate foul weather gear, which may include insulated, reflective rain gear, bib overalls, rubber boots and parkas with hoods. Employees shall receive replacement foul weather gear as necessary.

#### **IV.H. TOOL INSURANCE**

239. The SFMTA agrees to indemnify employees covered under this Agreement for the loss or destruction of the employee's tools and/or tool storage units subject to the following conditions:

JULY 1, 2019~~2022~~ – JUNE 30, 2022~~2024~~



240. 1. These provisions shall apply when an employee's tools and/or tool storage units are lost or damaged due to fire or theft by burglary while the tools are properly on SFMTA property, being transported in a SFMTA vehicle, or being used by the employee in the course of SFMTA business;
241. 2. The employee must demonstrate that the employee has complied with all of the tool safekeeping rules required by the SFMTA at the employee's particular work location;
242. 3. Upon approval of this Agreement and prior to any losses, the employee must submit a list of the employee's tools and/or tool storage units **or photographs of tools and/or tool storage units sufficient to identify each tool**, to the employee's appointing officer and the latter must acknowledge and verify said inventory both as to existence of said tools and their necessity as relates to the employee's job duties. Tools and/or tool storage units not enumerated on said list **or photographs** shall not be governed by these provisions.
243. 4. The employee shall be responsible for using all reasonable means to preserve and protect the employee's tools and/or tool storage units. Failure to do so shall relieve the SFMTA from any and all obligations under this section. Any employee making false or inaccurate claims under this section shall be subject to disciplinary action by the employee's appointing officer.
244. 5. In case of theft, the following procedures shall be followed in perfecting a claim:
  245. a. The employee shall submit a written statement made under penalty of perjury of the tools and/or tool storage units stolen to the employee's appointing officer, the local police department and the Union.
  246. b. The statement must contain the member's name, location and details of loss, date of loss and date reported to the police.
  247. c. The statement must be submitted to the parties set forth in subsection (1) immediately above within five (5) days of the loss, unless the employee is on authorized leave, in which case the employee shall have five (5) days from the date of the employee's return to report the loss.
248. 6. In case of damage due to fire, the requirements of subsection "E" above shall be followed with the exception that verified reports need not be filed with the police.
249. 7. The first ten dollars (\$10.00) of any loss shall be borne by the employee. A "Loss" is defined as the total dollar amount of tools and/or tool storage units of the employee lost or damaged in one incident. Approved claims shall be settled by the SFMTA paying to the employee the replacement cost of the tool(s) and/or tool storage units minus ten dollars (\$10.00).

JULY 1, ~~2019~~**2022** – JUNE 30, ~~2022~~**2024**

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414



250. 8. The replacement cost for tools and/or tool storage units governed hereunder shall be determined by agreement between the employee or his representative and the employee's appointing officer. Where possible, tools and/or tool storage units shall be replaced by those of the same brand name and model. Any dispute resulting from attempts to determine tool replacement costs shall be submitted to an appropriate grievance procedure for resolution. In instances where the employee has suffered a loss of a substantial number of tools which would jeopardize the employee's ability to perform the employee's job duties and if there is a dispute as to tool replacement costs, the employee shall not lose any time from work as a result thereof.
251. 9. The SFMTA, at its own expense, shall arrange with the San Francisco Police Department or another source of its choice to have all tools of the employees marked with identification information. Tools and/or tool storage units which are not so marked or identified shall not be included within the coverage of this Section, and if the SFMTA has not marked the tools, the tools will be covered.

#### **IV.I. TRAINING**

252. Subject to available budgeted funds, SFMTA is encouraged to provide training for covered employees.
253. Access to training/educational opportunities will be made available equitably to employees covered by this Agreement in order to increase the capacity of an employee to perform the employee's job and to update skills for all electronic, mechanical, and new technology.

#### **IV.J. EMPLOYEE TRAINING AND TUITION REIMBURSEMENT PROGRAM**

254. The SFMTA shall establish and maintain a four thousand dollar (\$4,000.00) fund for the purposes of an employee training (including apprenticeship) and tuition reimbursement program for reimbursement of up to six hundred dollars (\$600) per member during each fiscal year, subject to the policies and procedures of the SFMTA Department of Human Resources.

#### **IV.K. EMPLOYEE ASSISTANCE PROGRAM AND PEER COUNSELING PROGRAM**

255. Services provided to covered employees as set forth in Appendix C.

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

## ARTICLE V – SCOPE

256. The parties recognize that re-codifications may change the references to specific Civil Service Rules and Charter sections contained herein. Therefore, the parties agree that such terms will read as if they accurately reference the same sections in their newly codified form.

### V.A. SAVINGS CLAUSE

257. Should any part hereof or any provision herein contained be rendered or declared invalid by reason of conflicting with a Charter provision or existing ordinances or resolutions which the Board of Supervisors had not agreed to alter, change or modify, or as conflicting with subsequently enacted legislation, by any decree of a court, such invalidation of such portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

### V.B. ZIPPER CLAUSE

258. This Agreement sets forth the full and entire understanding of the parties regarding the matters herein. This Agreement may be modified, but only in writing, upon the mutual consent of the parties.
259. Pursuant to the Zipper Clause provision in the 1997–2001 MOU, the parties agree that all past practices and other understandings between the parties not expressly memorialized and incorporated into this Agreement shall no longer be enforceable.

### V.C. CIVIL SERVICE RULES/ADMINISTRATIVE CODE

260. Nothing in this Agreement shall alter the Civil Service Rules excluded from arbitration pursuant to Charter Section A8.409-3. In addition, such excluded Civil Service Rules may be amended during the term of this Agreement and such changes shall not be subject to any grievance and arbitration procedure but shall be subject to meet and confer negotiations, subject to applicable law.

### V.D. DURATION OF AGREEMENT

261. This Agreement shall be effective July 1, ~~2019~~2022, and shall remain in full force and effect through June 30, ~~2022~~2024.

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414

IN WITNESS HEREOF, the parties hereto have executed this MOU this \_\_\_\_\_ day  
of \_\_\_\_\_, ~~2019~~2022.

FOR THE SFMTA

FOR THE UNION

\_\_\_\_\_  
Jeffrey P. Tumlin  
Director of Transportation

\_\_\_\_\_  
Pedro Mendez  
Area Director  
IAMAW, Local 1414

\_\_\_\_\_  
Kimberly W. Ackerman  
Chief People Officer

**APPROVED AS TO FORM:**  
DAVID CHIU, CITY ATTORNEY

\_\_\_\_\_  
Jonathan C. Rolnick  
Chief Labor Attorney

## **APPENDIX A**

### **THE MUNICIPAL TRANSPORTATION AGENCY AND AUTOMOTIVE MACHINISTS, LOCAL 1414 PAST PRACTICES**

#### **MEAL PERIOD, CLEAN-UP, AND BREAKS**

The unpaid meal period shall be thirty (30) minutes.

Each covered employee shall be provided with a ten (10) minute clean-up time prior to the meal period and a ten (10) minute clean-up time prior to the end of a shift.

Rest periods shall be one (1) fifteen minute break approximately mid-morning and one (1) fifteen minute break approximately two (2) hours after lunch or at approximately the sixth (6<sup>th</sup>) hour into the shift.

#### **LOCKERS**

Lockers and a locker change room will continue to be made available at work locations where they are currently provided.

#### **PARKING**

Assigned parking provided at work locations where it is currently provided as available.

#### **EMPLOYEE FACILITIES**

Lunch break areas with tables, chairs, stove, refrigerator, microwave, coffee maker, sink, and dishwashing area will continue at work locations where they are currently provided.

Candy and soda machines will continue at work locations where they are currently available, subject to third party (vendor) involvement.

Coffee truck service at breaks and meal period will continue as currently available, subject to third party (vendor) involvement.

Bottled water provided at all fixed locations.

Showers will continue to be available at work locations where they are currently provided.

The SFMTA will pay for the repair or replacement of any power or pneumatic tools, personally owned by an employee, when the Department requires the employee to provide said tools.

The SFMTA will provide any specialty or custom tools required by the Department.

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414

## **OVERTIME WHEEL GUIDELINES AT MUNI MOTOR COACH DIVISION**

The intent of the overtime wheel is to insure that each employee (by classification) is offered an equal opportunity to work overtime as required by the MOU between Local 1414 and the San Francisco Municipal Transportation Agency. One overtime wheel is to be used anytime overtime is being offered for each classification. Senior Controller and Controller classifications shall be on the same wheel. A separate wheel will be used for holidays by classification.

The overtime wheel is established using SFMTA Division Seniority within classification: Classification within the Body Shop and the Control Rooms shall stand alone in regards to distribution of overtime. The distribution of overtime shall be offered to both the machinists and mechanics by a predetermined and posted ratio of their respective numbers, e.g., three (3) mechanics to every one machinist. In the event that the overtime is offered in Running Repair, the machinists shall be excluded.

Division Management will establish the number of employees that are required to work overtime to meet the needs of the SFMTA. Whenever overtime work is being offered, the supervisor will start with the first eligible name on the overtime list and offer the overtime to that employee first and will then offer the overtime in descending order until the number of people required to work overtime is reached. When overtime is offered in less than an eight (8) hour block, rotation will not be affected until there is an accumulation of eight (8) hours.

Division Management will keep posted at all times the last completed overtime offer list. This will allow employees to know in advance when it will be their next turn to be offered overtime. The overtime wheel listing will be updated every time employee moves into or out of the division. Their eligibility to work overtime is based on the effective date of the DAR. If an employee does not accept the offer of working overtime, it shall be considered the same as having worked for the purpose of meeting the requirements of offering overtime on a fair and equal basis.

### **Employees Are Not Allowed To Trade Overtime Opportunities**

If employees work an eight (8) hour block of overtime at another division or within their own assigned division out of rotation, they will have their name bypassed during the next overtime offer in their domicile division. Because scheduled overtime is used to support the SFMTA's requirement to provide service to the people of San Francisco, any employee who agrees to work overtime but fails to report to work may be subject to disciplinary action consistent with the policies and practices of the railway.

If employee accepts an overtime offer and then is not able to work the overtime, the employee must inform the shift supervisor prior to the start of the shift. Call-in phone numbers will be posted to each division. Each completed overtime offer list will be maintained by Division Maintenance for a minimum of thirty-six (36) months. These records will be available for review by the Union upon request.

In an emergency, a supervisor may call-in employees based on the employees' ability to respond to the emergency in a timely manner. Any employee who works overtime in an emergency situation will only have their name bypassed consistent with previously described guidelines. The

JULY 1, ~~2019~~**2022** – JUNE 30, ~~2022~~**2024**

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414

supervisor who calls an employee in on emergency basis, will submit to the General Superintendent of the Motor Coach Division, with a copy to the Shop Steward, written justification as to why the overtime wheel was not followed, a copy of the justification will be made available to the Union upon request.

Failure on a supervisor's part to follow these guidelines could result in the supervisor being subject to discipline for "*Inattention to Duties*".

As of September 12, 1995, the ratio for the distribution of overtime is as follows:

WOODS:       46 mechanics  
              16 machinists

Ratio is three (3) mechanics to every 1 machinist.

Flynn, Army and Kirkland have no machinists. Therefore, there is no need for the ratio system. If there should be a change in the number of mechanics or machinists assigned at the divisions, the ratio shall be re-calculated.

**The following rules cover all shop and field personnel covered by the collective bargaining agreement.**

The department is authorized to amend any and all of the above past practices where such action is deemed by the department management to be in the best interest of the city, subject to meet and confer.

**VACATION BID PROCEDURE AT MUNI**

Seniority within classification will be used to establish the order of bid and will be used to settle all disputes over vacation bids during the sign-up period.

The vacation sign-up period will be from December 1 to December 31. The vacation period that will be bid for will be from February 1 to January 31 of the following year.

Seniority, as defined above will be used, to establish the order of bid, etc.

All vacation hours accrued on the payroll print-out sheet on the closing date (December 31) can be bid at that time.

**Cancellation of vacations**

If someone cancels vacation that they previously bid for or wishes to change vacation time off, they can only arrange the new vacation on an as available, first come-first serve basis. If two or more people attempt to arrange, on the same day, vacation on this basis, seniority within classification will prevail. It is understood that the five-day advance notice rule applies.

JULY 1, ~~2019~~**2022** – JUNE 30, ~~2022~~**2024**

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414

**Bump procedure and vacation**

It is understood that if someone exercises the bump procedure to change shifts or location, or bumps for an open position, they will lose their bid vacation and will have to apply for vacation on an as available, first come-first serve basis at their new shift or location. The person being bumped does not lose his vacation bid.

It is understood that the 10% rule, 10% of employees by classification, or 1 person per shop per shift, whichever is greater, dealing with staffing requirements within shop departments will be used to limit the vacation slots available this year as well as subsequent years unless changed through meet and confer.

**SHIFT ASSIGNMENTS AT MUNI**

1. The SFMTA shall give at least one week's written notice to the Employee of a Shift change, whether the Change be from one (1) Shift to another Shift, or a change in days off, or a combination of both, unless mutually agreed to by Employee and the SFMTA
2. Shift assignments, location or workweek shall be made on the following criteria:
  - a. Subject to qualifications of the employee seniority on permanent appointment within classification in the SFMTA
  - b. Subject to qualifications of the employee seniority on temporary appointment within classification in the SFMTA
  - c. Shift availability may be limited for employees in Class 7381 & Class 7382 that do not maintain a Class B Drivers License, simultaneously the SFMTA will make every reasonable effort to accommodate the employees that do not hold a Class B License. Accommodation pursuant to this section is intended to refer to shift assignment only.
3. Subject to qualifications of the employee, an employee will be permitted to displace another employee with lesser seniority as to work location, shifts or days off within Municipal Railway, provided that the displacing employee gives notice of displacement on a Form prescribed by the SFMTA at least two (2) weeks, fourteen (14) calendar days in advance of the requested date of change. The displaced employee will assume the shift, days, work location, or combination of same, of the displacing employee.
- 3a. For the purpose of using this displacement procedure, the following rules will be used to establish a departmental seniority list for rule of the list employees and tie scores.
  - A. Work seniority will be determined by the departmental start work date in the class regardless of work schedule and/or civil service status.

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

## APPENDIX A

- B. In calculating work seniority, time served in temporary, provisional and part-time employment in the class and department will be added to permanent time served.
  - C. Only continuous service in the class and department will be counted; leaves of absence, including leave to accept a provisional appointment, will NOT count as a break in service.
  - D. In the event of ties, departmental seniority will be determined as follows:
    - 1. By certification date
    - 2. By list adoption date
    - 3. By rank
    - 4. By the last two digits of the Social Security Number; low (00-99) to high
    - 5. Where further tie breaking is required, the last three digits, the four digits, etc. will be used as necessary.
- 3b. For informational purposes, the MTA will provide an updated departmental seniority list to the UNION at the beginning of each fiscal year. This list should also include work locations, RDOs, and shift start times.
- 4. Displacement rights under this Section will be accomplished without payment of overtime.
  - 5. An employee who exercises a displacement for shifts, days off, work location, or a combination of same cannot be displaced for six (6) months and the employee cannot exercise another displacement for six (6) months thereafter.
  - 6. Vacancies will be posted.
  - 7. In filling vacated jobs, if there is no application for transfer, the SFMTA shall use reverse seniority of qualified employees.

### **DISPLACEMENT PROCEDURE CLARIFICATION AT MUNI**

All available vacant assignments that result from any action of Management or Requisition for New Employee or filling a previously vacated assignment will be posted to all locations where employees are eligible to participate in this bump procedure. Seniority shall be the deciding factor among those who wish to take the available vacant assignment.

All of the above available assignments will be posted for at least two (2) weeks. The final date to receive a request for these assignments will be clearly stated on the posting and shall not exceed fifteen (15) days from the first day of posting.

Management may fill the posted position temporarily as convenient, during the posting period, subject to the rules for shift assignments at Muni.

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414



## APPENDIX A

Anyone who is displaced as a result of a Manager's decision to change available assignments will be eligible to exercise his seniority to displace another employee.

When filling vacant assignments, the most senior employee who bids for that assignment must be eligible to use the bump procedure and must use the bump procedure to fill that assignment.

The second situation must be addressed is available vacant assignments that result from a requisition for a new employee. These available assignments shall be posted as per this clarification. If a senior employee wishes to take that new assignment as described above, the newly hired employee will fill the assignment vacated by that senior employee. For the next thirty (30) calendar days, the newly hired employee shall be subject to displacement according to the bump procedure. On the thirty-first (31<sup>st</sup>) day of employment, the newly hired employee shall then be "locked" into his present assignment for the remainder of his six (6) month probationary period.

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414

## APPENDIX B

### EMPLOYEE ASSISTANCE PROGRAM AND PEER COUNSELING PROGRAM

Transport Workers Union Locals 250A and 200, Automotive Mechanics Local 1414, Teamsters Local 853, International Brotherhood of Electrical Workers Local 6, Laborers Union Local 261, Service Employees International Union Local 790, Stationary Engineers Local 39, and Glazier and Glass Workers, Local 718, and the San Francisco Municipal Transportation Agency (“SFMTA”) hereby agree to create an Employee Assistance Program as follows:

#### A. OVERVIEW OF EAP PROGRAM

This Employee Assistance Program (“EAP”) shall cover employees only, and is designed to assist employees, in consultation with their families where clinically appropriate, with problems that may affect their ability to perform their jobs. The EAP shall offer counseling services, including assessment, referral, and follow-up services.

EAP’s offer assistance by helping employees assess and identify problems arising from a variety of personal areas.

EAP’s assist employees by referring them to services which lead to solutions.

EAP’s provide training and consultation services to management and union leadership regarding assisting troubled employees.

The primary goal of the EAP will be to maintain employee’s ability to be fully productive on the job. EAP’s help employees, management, and supervisors maintain a high level of service by:

Motivating employees to help;

Helping supervisors identify troubled employees with job performance problems that may be related to personal problems;

Assessing employees with alcohol abuse, drug abuse, family problems, depression, stress and other problems that can result in performance problems;

Providing easily accessible quality helping services which include short-term problem-solving and referrals to more intensive care;

Providing crisis intervention services;

Providing follow-up assistance to support and guide employees through the resolution of their problems; and by

Acting as an education and training resource.

Employees shall be able to access the EAP through calling directly (self-referral), through the Peer Assistants, or through a supervisory referral based on job performance. Participation in the EAP is voluntary.

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS  
AND AEROSPACE WORKERS, LOCAL 1414

## APPENDIX B

Establishing a voluntary EAP to compliment the mandatory testing program is intended to encourage employees to seek treatment early and on their own. The EAP will assist employees in obtaining information, guidance, and counseling to help them handle their problems before they become a drug testing or disciplinary issue.

An outside vendor has been selected and will perform the following duties:

- Maintain a toll-free telephone access for referrals and respond to calls in no more than sixty (60) seconds.
- Provide union/management consultation relative to the development and integration of organizational policies and procedures necessary for effective Employee Assistance Program implementation.
- Orient employees regarding the purpose, scope, nature and use of the Employee Assistance Program.
- Train Union (including Division Chairpersons and any other Union officials), supervisory and management staff to develop the knowledge and skills necessary to effectively utilize the program in the performance of their responsibilities.
- Provide direct one-to-one counseling utilizing licensed professional staff for crisis management and to identify and evaluate personal concerns among Employer's employees and/or their immediate dependents. Such direct counseling shall provide for three (3) sessions per family per year. Fees for any counseling sessions exceeding three (3) will become the financial responsibility of the employee and/or dependent, unless otherwise arranged for by the employer. For non-urgent situations, an appointment will be offered within seventy-two (72) hours of request. For urgent situations, an appointment will be offered on the same day as the request for service.
- Provide legal consultation, medical advice, financial consultation; one (1) consultation per incident is provided for each service, up to three (3) incidents per service, per year.
- Provide referral services to professional community resources for treatment and/or assistance, as may be appropriate.
- Provide continuing liaison and contact, when appropriate, between the employee, treatment agent or agency, and Employer to determine case status.
- Provide monthly statistical evaluation of program activity, and other reports, as needed.
- Send its principal or his designated representative to monthly meetings of the Municipal Railway Improvement Fund Board of Trustees, and any other meetings as reasonably required.
- Assess all employees involved in Critical Incidents (e.g., on the job assaults, threats and/or accidents) that occur while on duty.

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS  
AND AEROSPACE WORKERS, LOCAL 1414

## APPENDIX B

- Provide up to three (3) counseling visits per employee involved in a Critical Incident.
- Develop Critical Incident Program Policies and Procedures.
- Provide Critical Incident Case management, including:
  - (a) Determination regarding an employee's ability to perform duties, including coordination with management and union personnel for employees who require time off work as a result of a Critical Incident;
  - (b) Assisting employees in securing additional counseling visits beyond the three (3) Critical Incident/trauma response visits described above, when necessary.

### B. ORGANIZATION

#### (1) The Joint Labor-Management Committee:

- (a) Membership and Meetings: Five (5) Committee members and two (2) alternate members to be appointed by the Unions. Five (5) Committee members to be appointed by the SFMTA.

If the SFMTA chooses to appoint less than five persons, it shall still have voting strength equal to that of the Unions. On the matters that come before the Committee, the SFMTA shall have one vote and the Unions shall have one vote. The vote of each side shall be controlled by the votes of the Committee members present for each respective side.

The Committee shall elect from its ranks a Chairperson and a Co-Chair, one of whom shall be a SFMTA appointee and the other the Unions' appointee. The Chair shall be held by one side for a year, then relinquished to the other side for the next year. Either the SFMTA or the Unions may replace their named Chair or Co-Chair at any time. The Chair shall preside over meetings of the Committee. In the absence of the Chair, the Co-Chair shall so preside. The SFMTA General Manager shall provide staff support to the Committee as appropriate.

A quorum for the transaction of business by the Committee shall consist of three (3) Union Committee members and a majority of the SFMTA-appointed Committee members.

- (b) Functions: To receive and review information regarding the Substance Abuse and Peer Assistance Programs.
- (c) Consolidation of Committees: The parties to this Agreement and to the Agreement concerning drug and alcohol testing and EAP between TWU Local 250A and the SFMTA may elect to combine the joint labor-

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS  
AND AEROSPACE WORKERS, LOCAL 1414

## APPENDIX B

management committee established here and in the Local 250A Agreement.

(2) Substance Abuse Program:

The SFMTA General Manager or designee will manage all aspects of the FTA-mandated Substance Abuse Program. The employee shall have appointing and removal authority over all personnel working for the Substance Abuse Program personnel, and shall be responsible for the supervision of the SAP.

(3) EAP Services:

The SFMTA and the Unions have concluded that it is in the best interests of all concerned to establish a uniform EAP Program for all employees. On this basis, the parties agree that the SFMTA shall engage an outside contractor to provide these services.

(4) The Peer Assistance System:

(a) Structure:

The outside contractor selected to provide EAP services shall also be directly responsible for the clinical and administrative management of the Peer Assistance Program. This Program shall be established on a 24-hour, seven-day a week basis. The peer assistants shall provide coverage during regular business hours (Monday - Friday, 8:30 a.m. - 5:00 p.m.) for all SFMTA worksites or sections. A system-wide EAP crisis hotline shall be established. Night, weekend and holiday crisis coverage shall be provided by one of the peer assistants and shall be rotated among the peer assistants, who shall be available on a pager. The full compensation of the Peer Assistant providing such night, weekend and holiday coverage shall be pager pay. Pager pay will not be provided for regular daily coverage.

(b) Peer Assistance Oversight Committee:

This Committee, composed of one representative from Locals 250A, 200, 6, 790 and 1414, shall be responsible for trouble-shooting and making decisions on program operations.

(c) MTA Liaison:

The SFMTA Liaison shall be an individual designated by the SFMTA General Manager to serve as the SFMTA emissary in matters such as labor relations and administrative issues.

(d) Qualifications:

- A SFMTA employee who has previous counseling experience or is interested in peer counseling and is willing to make a two year commitment to pursue training and education toward certification as a drug and alcohol counselor

OR

JULY 1, ~~2019~~**2022** – JUNE 30, ~~2022~~**2024**

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS  
AND AEROSPACE WORKERS, LOCAL 1414

## APPENDIX B

- A SFMTA employee who was a former substance abuser who has been clean and sober for a least two years and who continues to participate in a twelve step program  
OR
- A SFMTA employee who has had experience with family members' substance abuse and who had participated in a self-help group for co-dependency  
AND
- A SFMTA employee who is respected by their peers, the union, and the management  
AND
- A SFMTA employee who is committed to the goals of the Peer Assistance Program

(e) Duties:

- Assist employees in accessing the Voluntary Substance Abuse Program and EAP.
- Provide on-going support and case management for clients in the Voluntary Substance Abuse Program.
- Abide by state and federal confidentiality laws.
- Publicize the EAP verbally and through distribution of literature.
- Provide employees with information regarding the EAP and Voluntary Substance Abuse programs and create a forum for employees to discuss their concerns.
- Assist in publication of Voluntary Substance Abuse Program newsletter.
- Seek out opportunities to participate in training programs to further develop knowledge and skills.
- Develop and implement new ideas to increase utilization and maximize the effectiveness of the EAP and Voluntary Substance Abuse Programs.
- Develop and maintain a professional environment in which to interact with clients.
- Develop a group of volunteers in the divisions to support the goals of the EAP and Voluntary Substance Abuse Programs.
- Assist in education and training sessions for new and existing employees.
- Keep accurate records of client contacts and promotional activities.

(f) Staffing:

There shall be a clinician employed by the outside contractor for EAP Services who will be on-site a minimum of 20 hours a week. The clinician shall report directly to the outside contractor, Peer Assistance Oversight Committee and the MIF liaison. There shall be three full-time Peer Assistants reporting to the outside contractor.

(g) Volunteer Peer Assistants:

1. Up to eight (8) Volunteer Peer Assistants.
2. Assist peer assistants upon request during their off-duty time.

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS  
AND AEROSPACE WORKERS, LOCAL 1414

## APPENDIX B

3. They shall participate in designated training.
4. Their activities shall be within the limits of their training.
5. Volunteer peer assistants will receive no compensation for their services.

(h) Functions:

The outside contractor, in consultation with the Peer Assistance Oversight Committee, shall develop procedures for the Peer Assistance Program.

(i) Civil Service Commission Approval:

The use of peer assistants shall be subject to the approval of the Civil Service Commission.

### **C. PAY STATUS DURING VOLUNTARY SELF-REFERRAL TREATMENT (VOLUNTARY SUBSTANCE ABUSE PROGRAM)**

- (1) An employee who has a drug and/or alcohol abuse problem and has not been selected for drug and/or alcohol testing can voluntarily self refer to the EAP for treatment. The EAP will evaluate the employee and make a specific determination of appropriate treatment. An employee who has completed two rehabilitation programs may not elect further rehabilitation under this program.
- (2) In the case of the up to two voluntary, employee-initiated referrals, the SFMTA will pay the employee the difference between the employee's SDI benefits, use of accrued paid leaves, and any catastrophic illness benefits, and the employee's regular hourly base pay, for up to the eight hours per day for full-time employees and up to three hours per day for part-time employees, up to a maximum of 21 work days during a five-year period. This provision shall not apply in the event the employee does not receive SDI benefit payments or during the follow-up period established by the SAP after a positive test.

### **D. NON-PAID STATUS DURING TREATMENT AFTER POSITIVE TEST**

The employee will be in a non-pay status during any absence for evaluation or treatment, while participating in a rehabilitation program.

### **E. EDUCATION AND TRAINING**

The foundation of this Program is education and voluntary compliance. It is recognized that alcohol and chemical dependency may make voluntary cessation of use difficult, and one of the Program's principal aims is to make voluntary steps toward ending substance abuse easily available.

The outside contractor shall review and develop on-going educational and training information on the adverse consequences of substance abuse and the responsibility to avoid

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS  
AND AEROSPACE WORKERS, LOCAL 1414

## APPENDIX B

being under the influence of alcohol or chemicals at work. Certain training required by the DOT Regulations shall be the responsibility of the Substance Abuse Program.

### **F. CONFIDENTIALITY**

Participation in the EAP shall be confidential and shall be conducted in accordance with DOT and DHHS standards.

### **G. FUNDING**

The Employee Assistance Program and the Peer Assistance Oversight Committee shall be funded by the SFMTA.

### **H. SPECIAL PROVISIONS**

Any proposed discipline resulting from the FTA Drug and alcohol testing program shall be in accordance with the MOU's, as amended June 12, 1995. The SFMTA recognizes the rights of employees and/or the Unions, who may consider themselves aggrieved by any discipline proposed, to raise such grievance through the authorized grievance procedure. The SFMTA General Manager will act in a fair and equitable manner, and shall prescribe that no personnel hired, contracted, selected or directly involved in the drug and alcohol testing program shall propose or render discipline

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS  
AND AEROSPACE WORKERS, LOCAL 1414



## APPENDIX C

### SUBSTANCE ABUSE PREVENTION POLICY

#### 1. MISSION STATEMENT

- a. Employees are the most valuable resource to the SFMTA's effective and efficient delivery of services to the public. The parties have a commitment to foster and maintain a drug and alcohol free environment. The parties also have a mutual interest in preventing accidents and injuries on the job and, by doing so, protecting the health and safety of employees, coworkers, and the public.
- b. The SFMTA is committed to identifying needed resources, both in and outside of the City, for employees who voluntarily seek assistance in getting well. Those employees who voluntarily seek treatment prior to any testing shall not be subject to any repercussions or any potential adverse action for doing so. However, seeking treatment will not excuse prior conduct for which an investigation or disciplinary proceedings have been initiated.
- c. The SFMTA is committed to fostering and maintaining a safe work environment free from alcohol and prohibited drugs at all of its work sites and facilities.

#### 2. POLICY

- a. To ensure the safety of the SFMTA's employees, co-workers and the public, no employee may sell, purchase, transfer, possess, furnish, manufacture, use or be under the influence of alcohol or illegal drugs at any SFMTA jobsite, while on SFMTA business, or in SFMTA facilities.
- b. Any employee, regardless of how the employee's position is funded, who has been convicted of any drug/alcohol-related crime that occurred while on SFMTA business or in SFMTA facilities, must notify the employee's department head or designee within five (5) days after such conviction. Failure to report within the time limitation shall subject the employee to disciplinary action, up to and including termination.

#### 3. DEFINITIONS

- a. "Accident" (or "Post Accident") means an occurrence associated with the Covered Employee's operation of equipment or the operation of a vehicle (including, but not limited to, any SFMTA owned or personal vehicles) used during the course of the Covered Employee's work day if, as a result:
  - i. There is a fatality, loss of consciousness, medical treatment required beyond first aid, medical transport, or other significant injury or illness diagnosed

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS  
AND AEROSPACE WORKERS, LOCAL 1414

## APPENDIX C

- or treated by a physician, paramedic or other licensed health care professional; or
- ii. With respect to an occurrence involving a vehicle, there is disabling damage to a vehicle as a result of the occurrence and the vehicle needs to be transported away from the scene by a tow truck or driven to a garage for repair before being returned to service; or
  - iii. With respect to an occurrence involving equipment, there is damage to the equipment equivalent to the above.
- b. “Adulterated Specimen” means a specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.
  - c. “Alcohol” means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weights alcohol including methyl or isopropyl alcohol. (The concentration of alcohol is expressed in terms of grams of alcohol per 210 liters of breath as measured by an evidential breath testing device.)
  - d. “Cancelled Test” means a drug or alcohol test that has a problem identified that cannot be or has not been corrected or which otherwise requires to be cancelled. A cancelled test is neither a positive nor a negative test.
  - e. “SFMTA” or “employer” means the San Francisco Municipal Transit Agency.
  - f. “Collector” means the staff of the collection facility under contract with the SFMTA’s drug testing contractor.
  - g. “Covered Employee” means an employee in a represented classification covered by this Appendix.
  - h. “CSC” means the Civil Service Commission of the City and County of San Francisco.
  - i. “Day” means working day, unless otherwise expressly provided.
  - j. “DHR” means the Department of Human Resources of the SFMTA.
  - k. “Diluted Specimen” means a specimen with creatinine and specific gravity values that are lower than expected for human urine.
  - l. “EAP” means the Employee Assistance Program offered through the SFMTA.

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS  
AND AEROSPACE WORKERS, LOCAL 1414

## APPENDIX C

- m. “Illegal Drugs” or “drugs” refer to those drugs listed in Section 0.a., except in those circumstances where they are prescribed to the Covered Employees by a duly licensed healthcare provider. Section 0.a. lists the illegal drugs and alcohol and the threshold levels for which a Covered Employee will be tested. Threshold levels of categories of drugs and alcohol constituting positive test results will be determined using the applicable Substance Abuse and Mental Health Services Administration (“SAMHSA”) (formerly the National Institute of Drug Abuse, or “NIDA”) threshold levels, or U.S. government required thresholds levels where required, in effect at the time of testing, if applicable. Section 0.a. will be updated periodically to reflect the SAMHSA or U.S. government threshold changes, subject to mutual agreement of the parties.
- n. “Invalid Drug Test” means the result of a drug test for a urine specimen that contains an unidentified Adulterant or an unidentified substance, that has abnormal physical characteristics, or that has an endogenous substance at an abnormal concentration preventing the laboratory from completing or obtaining a valid drug test result.
- o. “MRO” means Medical Review Officer who is a licensed physician is responsible for receiving and reviewing laboratory results generated by an employer’s drug testing program and evaluating medical explanations for certain drug test results.
- p. “Non-Negative Test” means a test result found to be Adulterated, Substituted, Invalid, or positive for drug/drug metabolites.
- q. “Parties” means the SFMTA and the Auto Machinists Local 1414.
- r. “Policy” means “Substance Abuse Prevention Policy” or “Agreement” between the SFMTA and the Union and attached to the parties’ Collective Bargaining Agreement (“CBA”).
- s. “Prescription Drug” means a drug or medication currently prescribed by a duly licensed healthcare provider for immediate use by the person possessing it that is lawfully available for retail purchase only with a prescription.
- t. “Refusal to Submit,” “Refuse to Test “ or Refusal to Test” means a refusal to take a drug and/or alcohol test and includes, but is not limited to, the following conduct:
- Failure to appear for any test within a reasonable time.
  - Failure to remain at the testing site until the test has been completed.
  - Failure or refusal to take a first or second test that the Collector has directed the employee to take.

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS  
AND AEROSPACE WORKERS, LOCAL 1414

## APPENDIX C

- Providing false information.
  - Failure to cooperate with any part of the testing process, including obstructive or abusive behavior or refusal to drink water when directed.
  - Failure to provide adequate urine or breath and subsequent failure to undergo a medical examination as required for inadequate breath or urine, or failure to provide adequate breath or urine and subsequent failure to obtain a valid medical explanation for the inadequate breath or urine condition.
  - Adulterating, Substituting or otherwise contaminating or tampering with a urine specimen.
  - Leaving the scene of an Accident without just cause prior to submitting to a test.
  - Admitting to the collector that an employee has Adulterated or Substituted a urine specimen.
  - Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process.
- u. “Substance Abuse Prevention Coordinator” means a licensed physician, psychologist, social worker, certified employee assistance professional, or nationally certified addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders.
- v. “Split Specimen” means a part of the urine specimen in drug testing that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory in the event that the employee requests that it be tested following a verified positive test of the primary specimen or a verified Adulterated or substituted test result.
- w. “Substituted Specimen” means a specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine which shall be deemed a violation of this policy and shall be processed as if the test results were positive.

### **4. COVERED CLASSIFICATIONS**

All the employees in the classifications listed in Article I.A of the Memorandum of Understanding shall be subject to Reasonable Suspicion and Post-Accident testing under this Policy. Employees in classifications covered under the Department of Transportation (DOT) regulations shall be excluded under this Policy.

### **5. SUBSTANCES TO BE TESTED**

- a. The SFMTA shall test, at its own expense, for alcohol and/or the following controlled substances for Reasonable Suspicion and Post-Accident:

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS  
AND AEROSPACE WORKERS, LOCAL 1414

- (1) Amphetamines
- (2) Barbiturates
- (3) Benzodiazepines
- (4) Cocaine
- (5) Methadone
- (6) Opiates
- (7) PCP
- (8) THC; THC-OH; and THC-COOH (Cannabis)

**b. Prescribed Drugs or Medications.**

The SFMTA also recognizes that Covered Employees may at times have to ingest prescribed drugs or medications. If an employee takes any drug or medication that a treating physician, pharmacist or health care professional has informed the employee (orally, on the medication bottle and/or in the literature accompanying the medication) will interfere with job performance, including driving restrictions or restrictions on the use of equipment, the employee is required to immediately notify the designated Department representative of those restrictions before performing the employee's job functions.

- c. Upon receipt of a signed release from the employee's licensed healthcare provider, the department representative may consult with Covered Employee's healthcare provider to confirm specific job duties that the employee can perform while on prescribed medication. If the employee's healthcare provider is not readily available or none is given, the department representative may consult with any City-licensed healthcare provider before making a final determination as to whether the employee may perform the employee's job functions. However, if an employee, at the time of notification, brings in a medical note from the healthcare provider who prescribed the medication clearing the employee to work, then the SFMTA shall not restrict that employee from performing the employee's job functions.
- d. If an employee is temporarily unable to perform Safety-Sensitive Functions because of any potential side effects caused by prescribed medication, the employee shall be reassigned to perform non-Safety-Sensitive Functions without loss of pay until either the employee is off the prescribed medication or is cleared by a licensed healthcare provider. This reassignment shall last for a period of no more than forty-five (45) working days. If, after forty-five (45) working days, the employee is still on said medication and/or not cleared by a licensed healthcare provider to perform an assignment, the SFMTA may extend the accommodation for a period not to exceed thirty (30) working days, provided that the healthcare provider certifies that the employee is reasonably anticipated to be able to resume an assignment after that thirty (30) day period. Employees who are unable to return to work under this provision shall be referred to the SFMTA's human resources representative designated to interact with employees regarding the potential availability of disability accommodations.

**6. TESTING**

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS  
AND AEROSPACE WORKERS, LOCAL 1414

**I. Reasonable Suspicion**

- a. Reasonable suspicion to test a Covered Employees for illegal drugs or alcohol will exist when specific, reliable objective facts and circumstances would create a good faith belief in a prudent person that the employee has used a drug or alcohol. Such circumstances include, but are not limited to, the employee's behavior or appearance while on any SFMTA jobsite, while on SFMTA business or in SFMTA facilities, and recognized and accepted symptoms of intoxication or impairment caused by drugs or alcohol, that are not reasonably explained by other causes such as fatigue, lack of sleep, proper use of prescription drugs, or reaction to noxious fumes or smoke.
- b. Any individual or employee can report an employee who may be under the influence of alcohol or drugs. Upon receiving a report of possible alcohol or illegal drugs on the job, two (2) trained employer representatives will verify and document the basis for the suspicion and request testing. The first employer representative shall verify and document the employee's appearance and behavior based on the above-stated indicators and, if appropriate, recommend testing to the second employer representative. At work locations within the border of the City and County of San Francisco (including San Francisco International Airport), the second employer representative shall verify and document the appearance and behavior of the employee based on the above-stated indicators and has final authority to require the employee to be tested. At work locations outside the border of the City and County of San Francisco, the second employer representative shall confer with the first employer representative to verify the employee's behavior based on the above-stated indicators, and the second employer representative has the final authority to require the employee to be tested. In the event only one trained employer representative is available onsite, the representative shall confer with any other trained employer representative within the City to verify the employee's behavior. The second trained employer representative shall have the final authority to require the employee to be tested.
- c. If the SFMTA requires an employee to be tested under reasonable suspicion, then the employee may ask for representation. Representation may include, but is not limited to, union representatives and shop stewards. If the employee requests representation, the SFMTA may allow a reasonable amount (a maximum of one hour) of time for the employee to obtain representation. Such request shall not delay the administration of the tests for more than one hour from the time the employee is notified that the employee will be tested.
- d. Moreover, if the SFMTA has reasonable suspicion or suspect that a prescription medication may have interfered with or may have had a direct impact on an employee's job performance, it may require that employee to be tested.
- e. The department representative(s) shall be required to accurately document and file the incident and the employee shall be required to complete a consent form prior to

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

any testing. If an employee refuses to Submit to testing, then the SFMTA shall treat the refusal as having tested positive and shall immediately take appropriate disciplinary action pursuant to the attached discipline matrix.

- f. The SFMTA shall bear the costs for any required testing for alcohol and/or drugs under this section. Any counseling and rehabilitation services shall be on the employee's time and at the employee's cost, except that employees may use accrued paid time off to attend treatment and may utilize any resources covered by insurance. Employees shall have the right to use any accrued but unused leave balances while enrolled in any counseling or rehabilitation program. Any request by an employee to re-test a specimen shall be at the employee's cost.

## **II. Post-Accident**

- a. The SFMTA may require a Covered Employee who caused or may have caused, an Accident, based on information known at the time by the department employing the employees, to submit to drug and/or alcohol testing:
- b. Following an Accident, all Covered Employees subject to testing shall remain readily available for testing. A Covered Employee may be deemed to have refused to submit to substance abuse testing if the employee fails to remain readily available, including failure to notifying a supervisor (or designee) of the Accident location or leaving the scene of the Accident prior to submitting to testing.
- c. Nothing in this section shall delay medical attention for the injured following an accident or prohibit an employee from leaving the scene of an Accident for the period necessary to obtain assistance in responding to the Accident or to obtain necessary emergency medical care.
- d. If the City requires an employee to be tested Post-Accident, then the employee may ask for representation. Representation may include, but is not limited to, union representatives and shop stewards. If the employee requests representation, the SFMTA may allow a reasonable amount of time (a maximum of one hour) for the employee to obtain representation provided that the union representative meet the employee at the Accident site, work location or testing center as determined by the SFMTA. Such request shall not delay the administration of the tests for more than one hour from the time the employee is notified that the employee will be tested.
- e. As soon as reasonably possible after the occurrence of an Accident, the supervisor or other SFMTA representative at the Accident site shall make best efforts to contact the SFMTA Department of Human Resources (SFMTA DHR), and SFMTA DHR shall then make best efforts to telephone the union(s) designated representative on file with SFMTA DHR representing the Covered Employee(s) involved in the Accident. If the designated representative does not answer, SFMTA DHR shall leave a voice mail message notifying the union of the Accident. For purposes of this paragraph, a designated representative shall be any union officer or employee whose telephone number is on file with SFMTA DHR for the purpose

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024



of Accident review. The union may change the designated representative, in writing, as necessary from time to time, but it is the sole responsibility of the union to ensure that a current telephone number (with voice mail capability) for a designated representative is on file with SFMTA DHR. This subsection (e) shall not be grievable.

## **7. TESTING PROCEDURES**

### **I. Collection Site**

- a. The SFMTA shall make best efforts to ensure that a Covered Employee subject to testing is safely transported to and from the collection site.
- b. The staff of the collection facility under contract to the SFMTA or the SFMTA's drug testing contractor ("Collector") shall collect urine and oral fluid samples from Covered Employees to test for prohibited drugs.
- c. Tests for alcohol concentration on Covered Employees will be conducted with a National Highway Traffic Safety Administration (NHTSA)-approved evidential breath testing device (EBT) operated by a trained breath alcohol technician (BAT). Alcohol tests shall be by breathalyzer.
- d. A Covered Employee presenting at the approved drug collection site must have a minimum of one piece of government-issued photo identification and may not leave the collection site for any reason – unless authorized by the collection agency – until the employee has fully completed all collection procedures. Failure to follow all collection procedures will result in the employee classified as “Refusal to Submit.”
- e. Covered Employees, who refuse to test, may be subject to disciplinary action, up to and including termination, pursuant to Exhibit A.
- f. The specific required procedure for urine collection is as follows:
  - (1.) Urine will be obtained directly in a tamper-resistant urine bottle. Alternatively, the urine specimen may be collected at the employee's option in a wide-mouthed clinic specimen container that must remain in full view of the employee until transferred to, sealed and initialed, in separate tamper-resistant urine bottles.
  - (2.) Immediately after the specimen is collected, it will be divided into two (2) urine bottles, which, in the presence of the employee, will be labeled and then initialed by the Covered Employee and witness. If the sample must be collected at a site other than the drug and/or alcohol-testing laboratory, the specimens must then be placed in a transportation container. The container shall be sealed in the employee's presence and the Covered Employee must

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024



be asked to initial or sign the container. The container will be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method.

- (3.) A chain of possession form must be completed by the hospital, laboratory and/or clinic personnel during the specimen collection and attached to and mailed with the specimens.
- g. After being tested, the Covered Employee will be barred from returning to work until the department is advised of the final testing result from the MRO. During that period, the Covered Employee will be placed on paid administrative leave for so long as the Covered Employee is eligible for such leave under the terms of the applicable provision of the City's Administrative Code. The test shall be deemed a negative test if the MRO has not advised of the final testing result by the time the Covered Employee's paid leave has expired under the terms of the applicable provision of the City's Administrative Code.

## **II. Laboratory**

- a. Drug tests shall be conducted by laboratories licensed and approved by SAMSHA which comply with the American Occupational Medical Association (AOMA) ethical standards. Upon advance notice, the parties retain the right to inspect the laboratory to determine conformity with the standards described in this policy. The laboratory will only test for drugs identified in this policy. The SFMTA shall bear the cost of all required testing.
- b. Testing procedures, including substances to be tested, specimen collection, chain of custody and threshold and confirmation test levels shall comport with the Mandatory Guidelines For Federal Workplace Testing Programs, established by the U.S. Department of Health and Human Services, as amended and the U.S. Department of Transportation regulations, where applicable. Tests for all controlled substances, except alcohol and marijuana (THC), shall be by urine screening and shall consist of two procedures, a screen test (EMIT or equivalent) and if that is positive, a confirmation test (GC/MS). Cannabis (THC; THC-OH; and THC COOH) is treated as a controlled substance and will be tested through an FDA-approved oral fluids (saliva) testing collection device at a screening level of 25 ng/ml and a confirmation level of 10 ng/ml (GC/MS or LC/MS/MS).
- c. The initial test of all urine specimens will use immunoassay techniques. All specimens identified as positive in the initial screen must be confirmed using gas chromatography/mass spectrometry (GC/MS) technique that identifies at least three (3) ions. In order to be considered "positive" for reporting by the laboratory to the SFMTA, both samples must be tested separately in separate batches and must also show positive results on the GC/MS confirmatory test.

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

- d. In the event of a positive drug or alcohol test, the testing laboratory will perform an automatic confirmation test on the original specimen at no cost to the Covered Employee. In addition, the testing laboratory shall preserve a sufficient specimen to permit an independent re-testing at the Covered Employee's request and expense. The same, or any other, approved laboratory may conduct re-tests. The laboratory shall endeavor to notify the MRO of positive drug, alcohol, or adulterant tests results within five (5) working days after receipt of the specimen.

**III. Medical Review Officer (MRO)**

- a. All positive drug, or Substituted, Adulterated or positive-Diluted Specimen, or Invalid Drug Test as defined herein will be reported to a Medical Review Officer (MRO). The MRO shall review the test results and any disclosure made by the Covered Employee and shall attempt to interview the individual to determine if there is any physiological or medical reason why the result should not be deemed positive. If no extenuating reasons exist, the MRO shall designate the test positive.
- b. When the laboratory reports a confirmed positive, Adulterated, Substituted, positive Diluted, or Invalid test, it is the responsibility of the MRO to: (a) make good faith efforts to contact the employee and inform **employee** ~~him or her~~ of the positive, Adulterated, Substituted, positive Diluted, or Invalid test result; (b) afford the employee an opportunity to discuss the test results with the MRO; (c) review the employee's medical history, including any medical records and biomedical information provided; and (d) determine whether there is a legitimate medical explanation for the result, including legally prescribed medication. Employees shall identify all prescribed medication(s) that they have taken. If the Covered Employee fails to respond to the MRO within three (3) days, the MRO may deem the Covered Employee's results as a "positive result."
- c. The MRO has the authority to verify a positive or Refusal To Test without interviewing the employee in cases including but not limited to: (a) the employee refused to discuss the test result; or (b) if the SFMTA has directed the employee to contact the MRO, and the employee has not made contact with the MRO within seventy-two (72) hours. In all cases, previously planned leaves may extend this time. The parties understand that the MRO's review of the test results will normally take no more than three (3) to five (5) days from the time the Employee is tested.
- d. If the testing procedures confirm a positive result, as described above, the Covered Employee and the Substance Abuse Prevention Coordinator (SAPC) for the SFMTA and departmental HR staff or designee will be notified of the results in writing by the MRO, including the specific quantities. The results of a positive drug test shall not be released until the results are confirmed by the MRO.

JULY 1, 2019~~2022~~ – JUNE 30, 2022~~2024~~

## APPENDIX C

- e. The Covered Employee may request a drug or adulterant re-test within seventy-two (72) hours from notice of a positive test result by the MRO. The requesting party will pay costs of re-tests in advance.
- f. A drug test result that is positive and is a Diluted Specimens will be treated as positive. All drug test results that are determined to be negative and are Diluted Specimens will require that the employee take an immediate retest. If the retest yields a second negative Diluted Specimens result, the test will be treated as a normal negative test, except in the case of subsection (g).
- g. If the final test is confirmed negative, then the Employee shall be made whole, including, the cost of the actual laboratory re-testing, if any. Any employee who is subsequently determined to be subject of a false positive shall be made whole for any lost wages and benefits and shall have their record expunged.
- h. The SFMTA shall assure that all specimens confirmed positive will be retained and placed in properly secured long-term frozen storage for a minimum of one (1) year, and be made available for retest as part of any administrative proceedings.
- i. All information from a covered employee's drug and/or alcohol test is confidential for purposes other than determining whether this policy has been violated or pursuing disciplinary action based upon a violation of this policy. Disclosure of test results to any other person, agency or organization is prohibited unless written authorization is obtained from the Covered Employee or as required by law.

### **IV. On-Site**

- a. For Post-Accident purposes, the SFMTA may conduct "on-site" tests (alcohol breathalyzer testing and "Quicktest" urine testing) and oral fluid testing for Cannabis). If any of those tests are "non-negative" will a confirmation test be performed. This on-site test is to enable the Covered Employee and the SFMTA to know immediately whether that employee has been cleared for work.
- b. In order to facilitate the on-site urine testing, an individual's sample will be divided into three separate containers. One of the containers will provide a sample for the on-site test that will be read within 5 to 10 minutes of collection. The other two containers will be sealed and sent to the lab, in the event a confirmation is necessary due to a "non-negative" outcome of the on-site test. The laboratory will store the split sample in accordance with SAMHSA guidelines. One of the two samples will be used for a confirmation test. The other sample will be made available to the employee for testing by a certified laboratory selected by the employee at the employee's expense.

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS  
AND AEROSPACE WORKERS, LOCAL 1414

**8. RESULTS**

- a. Substance Abuse Prevention and Detection Threshold Levels Any test revealing a blood/alcohol level equal to or greater than 0.08 percent or the established California State standard for non-commercial motor vehicle operations, or when operating a moving vehicle or performing a Safety-Sensitive Function as defined in this Policy shall be deemed positive. Any test revealing a blood/alcohol level equal to or greater than that 0.04 percent or the established California State standard for commercial motor vehicle operations shall be deemed positive. Any test revealing controlled substance confirmation level as shown in the chart below shall be deemed positive.

CONTROLLED SUBSTANCE *	SCREENING METHOD	SCREENING LEVEL **	CONFIRMATION METHOD	CONFIRMATION LEVEL
Amphetamines	EMIT	500 ng/ml **	GC/MS	250 ng/ml **
Barbiturates	EMIT	300 ng/ml	GC/MS	200 ng/ml
Benzodiazepines	EMIT	300 ng/ml	GC/MS	300 ng/ml
Cocaine	EMIT	150 ng/ml **	GC/MS	150 ng/ml **
Methadone	EMIT	300 ng/ml	GC/MS	100 ng/ml
Opiates	EMIT	2000 ng/ml **	GC/MS	2000 ng/ml **
PCP (Phencyclidine)	EMIT	25 ng/ml **	GC/MS	25 ng/ml **
THC; THC-OH; and THC-COOH (Cannabis)		25 ng/ml ***	GC/MS or LC/MS/MS	10 ng/ml ***
As outlined in the PUC Project Labor Agreement				
* All controlled substances including their metabolite components.				
** SAMHSA specified threshold				
*** By oral fluids (saliva) testing only.				

- b. The SFMTA reserves the right to discipline in accordance with the chart set forth in Exhibit A, for over-use, misuse or abuse of prescribed and over-the-counter drug or medications as determined by the MRO pursuant to the testing procedures described above.

**9. CONSEQUENCES OF POSITIVE TEST RESULTS**

- a. For Reasonable Suspicion or Post-Accident, a Covered Employee shall be immediately removed from performing the employee’s job and shall be subject to disciplinary action and further follow-up as set forth in Exhibit A if any of the following takes place:

JULY 1, 2019~~2022~~ – JUNE 30, 2022~~2024~~

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND AEROSPACE WORKERS, LOCAL 1414

## APPENDIX C

The Covered Employee:

1. Is confirmed to have tested positive for alcohol or drugs;
  2. Refuses to Submit to testing; or
  3. Has submitted a specimen that the testing laboratory report is an Adulterated or Substituted Specimen.
- b. If the Union disagrees with the proposed disciplinary action, it may use the grievance procedure as set forth in the parties' respective MOU, provided, however, that such an appeal must be initiated at the Employee Relations Director step, unless the parties otherwise mutually agree.
- c. All proposed disciplinary actions resulting from a positive drug/alcohol test(s) shall be administered pursuant to the disciplinary matrix set forth in Exhibit A. Notwithstanding the disciplinary matrix which applies to the violation of this Policy, the SFMTA may impose discipline based on the Covered Employee's conduct, which may include consideration of whether the conduct at issue occurred while the employee was impaired by drugs or alcohol and/or whether the employee refused to test in addition to any discipline imposed under Exhibit A.
- d. In the event the SFMTA proposes disciplinary action, the notice of the proposed discipline shall contain copies of all available laboratory reports received by the SFMTA from its contractors or subcontractors.
- e. Employees may voluntarily consult with EAP for assistance.

### **10. RETURN TO DUTY**

The Substance Abuse Prevention Coordinator (SAPC) will evaluate a Covered Employee who has tested positive for alcohol and/or drugs. The Coordinator will evaluate what course of action, if any, and assistance from which the employee may benefit, if any, and will communicate a proposed return-to-work plan, if necessary, to the employee and department. The SAPC may recommend that the Covered Employee enter into an appropriate rehabilitation program administered by the Covered Employee's health insurance carrier or another appropriate accredited rehabilitation program paid by the Covered Employee.

### **11. TRAINING**

As soon as practicable but no later than thirty (30) days prior to the effective date of this policy, the SFMTA or its designated vendor shall provide training on this policy from first-line, working supervisors and up to the Deputy Director level. In addition, all Covered Employees shall be advised of this policy and receive appropriate training.

### **12. ADOPTION PERIOD**

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS  
AND AEROSPACE WORKERS, LOCAL 1414

This Policy shall go into effect six months following the final adoption of this Appendix by the parties.

**13. JOINT CITY/UNION COMMITTEE**

The parties agree to work cooperatively to ensure the success of this policy. As such, a Joint SFMTA/Union Committee shall be established with 2 members each from the SFMTA and the Union. The Committee shall meet at a minimum on a quarterly basis and, in addition, on an as-needed basis to address any implementation and other matters of mutual interests concerning this policy. The Committee may also discuss adding or deleting covered classifications from this policy. The Director of Human Resources shall make a final decision based on the recommendations from the Committee.

**14. SAVINGS CLAUSE**

Notwithstanding any existing substance abuse prevention programs, if any provision of an existing department policy, rule, regulation, or resolution is inconsistent with or in conflict with any provision of this policy, this policy shall take precedence. Should any part of this policy be determined contrary to law, such invalidation of that part or portion of this policy will not invalidate the remaining parts or portions. In the event of such determination, the parties agree to immediately meet and negotiate new provision(s) in conformity with the requirements of the applicable law and the intent of the parties hereto. Otherwise, this policy may only be modified by mutual consent of the parties. Such amendment(s) shall be reduced to writing.

**EXHIBIT A**

**CONSEQUENCES OF A POSITIVE TEST/OCCURRENCE**

Testing Types/Issues	First Positive/Occurrence	Second Positive/Occurrence <sup>4</sup>
Reasonable Suspicion	No more than ten (10) working days; Referred to Substance Abuse Prevention Coordinator (SAPC), SAPC Recommendation for Treatment <sup>1</sup> Return to Duty Test <sup>2</sup> , Follow-up Testing, Subject to disciplinary action except where substantial mitigating circumstances exist. <sup>3</sup>	Will be subject to disciplinary action greater than ten (10) working days up to and including termination <sup>6</sup> except where substantial mitigating circumstances exist.
Post Accident	No more than ten (10) working days; Referred to Substance Abuse Prevention Coordinator (SAPC), SAPC Recommendation for Treatment <sup>1</sup> Return to Duty Test <sup>2</sup> , Follow-up Testing, Subject to disciplinary action except where substantial mitigating circumstances exist. <sup>4</sup>	Will be subject to disciplinary action greater than ten (10) working days up to and including termination <sup>6</sup> except where substantial mitigating circumstances exist.
Alteration of Specimen ("Substituted," "Adulterated" or "Diluted")	Subject to Termination except where substantial mitigating circumstances exist.	Subject to Termination except where substantial mitigating circumstances exist.
Refusal to Test	No more than fifteen (15) working days; Assumption is a positive result; Referred to Substance Abuse Prevention Coordinator (SAPC). SAPC Recommendation for Treatment. <sup>1</sup> Return to Duty Test. <sup>2</sup> Subject to disciplinary action except where substantial mitigating circumstances exist. <sup>5</sup>	Will be subject to disciplinary action greater than fifteen (15) working days up to and including termination except where substantial mitigating circumstances exist.

- 1: Employee may use accrued but unused leave balances to attend a rehabilitation program.
- 2: Employee may not return to work until the SAPC certifies that the employee has a negative test prior to returning to full duty. The SAPC will be chosen by the SFMTA.
- 3: Proposed disciplinary action for a first positive test or Refusal to Test to be no more than 10 working days. A second positive test within three (3) years may also result in disciplinary action up to and including termination.
- 4: Proposed disciplinary action for Post Accident for a first positive test to be no more than 10 working days. A second positive test within three (3) years may result in more severe proposed disciplinary action, up to and including termination.
- 5: Proposed disciplinary action for Alteration of Specimen ("Substituted", "Adulterated", or "Diluted") or Refusal to Test for a first positive or occurrence to be no more than 15 working days. A second positive test or occurrence within three years may result in more severe proposed disciplinary action, up to and including termination of employment.
- 6: See Side letter on Footnote to Exhibit A “Consequences of a Positive Test/Occurrence” of the SAPP

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS  
AND AEROSPACE WORKERS, LOCAL 1414







## APPENDIX D

### UNION ACCESS TO NEW EMPLOYEES PROGRAM

#### I. Purpose

The purpose of this agreement is to memorialize the rights and obligations of the City and the Union in accordance with CA Government Code Sections 3555-3559, through the creation of a single, City-wide Union Access to New Employees Program applicable to all City Agencies and all City Employee Unions.

#### II. Notice and Access

- A. The City shall provide the Union written notice of, and access to, new employee orientations (hereinafter NEOs) as set forth below. It is the City's policy that NEOs are mandatory for all newly-hired employees. It is the City's intent that NEOs take place as promptly as possible after the first day of employment. Within thirty (30) calendar days of the start of employment, newly-hired employees will be scheduled to attend the next available NEO. NEOs shall be scheduled during an employee's regularly scheduled, paid time. In the event that a newly-hired employee's regular schedule is outside of a scheduled NEO, the Department may make a one-time adjustment to the employee's work schedule in order to accommodate this requirement.

In the event an employee does not attend the NEO that the employee was scheduled to attend, said employee will be automatically enrolled to attend the next available NEO. If the employee does not attend the subsequently scheduled NEO, the Union NEO Coordinator may contact the Departmental NEO coordinator to arrange a meeting with the employee pursuant to Section F., below.

- B. Application: New employees include, but are not limited to, newly-hired employees whose positions are permanent, temporary, full-time, part-time, per diem, seasonal, provisional, or as-needed.

#### C. Notice

1. Single Point of Contact: The Union agrees to provide the City with a single point of contact (hereinafter, Union NEO Coordinator) and the City agrees to provide the Union with a single point of contact for each Department (hereinafter, Departmental NEO Coordinator), which will be updated by the City and the Union on an as-needed basis.
2. Notice of Schedule: For any NEO that takes place on a regular, recurring schedule, the sponsoring Department shall be responsible for providing annual notice to the Union. For NEOs that are not offered on a regular, recurring schedule, the sponsoring Department shall provide no less than ten (10) business days' notice. Said notices shall be provided by email, to the Union NEO Coordinator. This requirement shall apply to all NEOs in which City personnel

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

provide newly-hired employees with information regarding employment status, rights, benefits, duties, responsibilities, or any other employment-related matters.

3. Notice of Enrollment: Notice shall include a list of new employees represented by the Union scheduled to attend the NEO. If practical, the City agrees to provide additional identifying information including, but not limited to, classification and department. Six months from enactment, in the event the City is unable to provide classification and department information in the Notice of Enrollment, the Union can reopen this Agreement for the sole purpose of meeting and conferring over the identifying information provided in this Section II.C.3 Notice of Enrollment. Said meeting and conferring shall not be subject to the impasse procedures in Government Code Section 3557. The Department sponsoring the NEO shall provide the foregoing information no less than five (5) business days prior to the NEO taking place. The Department will make best efforts to notify the Union NEO Coordinator of any last-minute changes. Onboarding of individual employees for administrative purposes is excluded from this notice requirement.
- D. Citywide and Departmental NEOs: New employees in those Departments identified in Attachment A shall attend a citywide NEO, sponsored by the Department of Human Resources. This citywide NEO shall take place at minimum on a monthly basis. Departments identified in Attachment B will conduct respective Departmental NEOs. At the City's discretion, Departments may be added to or removed from either Attachment A or Attachment B. For the citywide NEO, DHR will adhere to the Department notice requirements in Section C., above. The City will provide the Union with thirty (30) calendar days' notice prior to moving a Department from Attachment A to B, or vice versa. Every City Department shall be listed on either Attachment A or Attachment B.
- E. Access and Presentation: At all NEOs, the Union shall be afforded thirty (30) minutes to meet with represented new employees who are present, unless the Union's Memorandum of Understanding (MOU) provides for more than thirty (30) minutes. The right of the Union to meet with newly-hired employees is limited to only those employees whose classifications fall within the Union's bargaining unit. The City shall ensure privacy for the Union's orientation, and it shall take place without City representatives present. This requirement can be met by providing either a private room or a portion of a room with sufficient distance from other activities in the room to limit disruption. The Department responsible for scheduling the NEO shall be responsible for including Union presentations on the agenda. The Union's presentation shall occur prior to any meal break, and will not be conducted during a scheduled break time. One (1) of the Union's representatives may be a Union member designated by the Union. Such member(s) shall be released to attend under the terms and conditions specified in the MOU. If not otherwise provided for in the MOU, the Union may request release of a Union-designated member to attend the NEO. Release time shall not be unreasonably withheld. Said request shall be made to the Employee Relations Division no less than

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

three (3) business days in advance of the scheduled NEO. The Union agrees to limit its presentation to only those matters stated in Section H., below.

F. **Alternate Procedures:** In the event the Union identifies one or more new employees who did not attend the Union's presentation as described in Section E., above, the Union may contact the Departmental NEO coordinator to schedule a mutually-agreeable fifteen (15) minute time slot for the Union to meet privately with the new employee(s). If the number of such identified employees is five (5) or more at a particular location, the Union NEO Coordinator and Departmental NEO Coordinator will work together to schedule a mutually agreeable thirty (30) minute time slot for the private meeting. One (1) of the Union's representatives may be a Union member designated by the Union, and such member shall be released to attend under the terms and conditions specified in the MOU. If not otherwise provided for in the MOU, the Union may request release of a Union-designated member as provided for in Section E., above. This alternate procedure shall also apply to any employee who has promoted or transferred into the bargaining unit.

1. The Union NEO Coordinator shall coordinate with the new employee(s) referenced in the preceding paragraph and the Departmental NEO Coordinator to schedule a fifteen (15) minute meeting during normally scheduled hours, which shall not be during employee's break or meal period, for the Union representative(s) to meet privately with, and provide materials and information to, the new employee(s). City representatives shall not be present during said meeting. The Union agrees to limit its presentation to only those matters stated in Section H., below.

2. In the event the proposed time cannot be accommodated, the Union NEO Coordinator and the Departmental NEO Coordinator shall work together to find a mutually agreeable time within ten (10) business days of the Union's request.

3. **Department of Elections:** Any new employee of the Department of Elections who is classified as Temporary Exempt (Category 16), whose duration of appointment is one (1) pay period or less, and works on an as-needed work schedule will receive written materials provided by the Union in lieu of attending a Citywide or Departmental NEO, a private meeting with the Union as provided for in Section F., above, or a Periodic Union Orientation as provided for in Section G., below.

G. **Process for Periodic Union Orientations:** By mutual agreement, the Union NEO Coordinator and the Departmental NEO Coordinator may schedule periodic thirty (30) minute Union orientations. Periodic Union orientations may be scheduled on an every-other-month, quarterly, or other basis.

The following Departments shall maintain existing Union orientation arrangements: Department of Emergency Management; Sheriff's Department; and Police Department.

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

## APPENDIX D

The 311 Customer Service Call Center shall maintain existing practice with respect to Union access to 311 Customer Service Agent Training.

- H. Union Orientation Presentations: The Union agrees to limit its presentation to a general introduction to its organization, history, by-laws, and benefits of membership. The Union agrees not to engage in campaigning on behalf of an individual running for public elected office and ballot measures during the NEO, or other topics that would be considered beyond general discussion on the benefits of Union membership.

### III. Data Provisions

Subject to the limitations contained in CA Government Code Section 3558, the City shall provide the Union with all required information on newly-hired employees to the extent it is made available to the City. In addition, within ten (10) business days of the conclusion of each NEO, the City agrees to provide the Union with a stand-alone report containing a list of employees, including classification code and division, who were scheduled to, but did not attend each NEO.

### IV. Hold Harmless

The Union agrees to hold the City harmless for any disputes that arise between the Union and any new employee over application of this Agreement.

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414

**ATTACHMENT A**

Adult Probation	Department of Technology
Arts Commission	District Attorney's Office
Asian Art Museum	Ethics Commission
Airport Commission	Fine Arts Museum
Board of Appeals	Fire Department (Non-Sworn)
Board of Supervisors	General Services Agency
Office of Economic & Workforce Development	Health Service System
California Academy of Sciences	Human Rights Commission
Child Support Services	Juvenile Probation Department
Children, Youth and Their Families	Library
City Attorney's Office	Mayor's Office
City Planning Department	Office of the Assessor-Recorder
Civil Service Commission	Office of the Controller
Commission on the Status of Women	Office of the Treasurer/Tax Collector
Department of Building Inspection	Port of San Francisco
Department of Environment	Public Defender's Office
Department of Elections	Rent Arbitration Board
Department of Homelessness	SF Children and Families Commission
Department of Human Resources	SF Employees' Retirement System
Department of Police Accountability	War Memorial & Performing Arts

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414

**ATTACHMENT B**

Airport  
Department of Emergency Management  
Department of Public Health  
San Francisco Public Works  
Human Services Agency

Municipal Transportation Agency  
Public Utilities Commission  
Recreation & Parks Department  
Police Department (Non-Sworn)

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414

APPENDIX E



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# AUTOMOTIVE AND MAINTENANCE MACHINIST APPRENTICESHIP PROGRAM

## SAN FRANCISCO JOINT APPRENTICESHIP COMMITTEE: POLICIES & EXPECTATIONS



Connecting People with Purpose

**Margot Y. Reed, *ApprenticeshipSF***

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JULY 1, 2019~~2022~~ – JUNE 30, 2022~~2024~~

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414

TABLE OF CONTENTS

GENERAL REQUIREMENTS..... 67

AUTHORIZATION..... 67

UNION AND CITY RESPONSIBILITIES AND EXPECTATIONS..... 68

RATIO OF APPRENTICES TO JOURNEYPERSONS..... 69

ADMINISTRATIVE GENERAL POLICY ..... 70

WRITTEN APPLICATION/PRE-EMPLOYMENT QUALIFICATIONS..... 73

HIRING PROCEDURES ..... 73

APPRENTICE DUTIES AND RESPONSIBILITIES..... 74

LEAVES OF ABSENCE..... 75

APPRENTICESHIP LEAVES OF ABSENCE..... 75

TEMPORARY MODIFIED DUTY ASSIGNMENTS ..... 76

END OF TEMPORARY MODIFIED DUTY ASSIGNMENT ..... 76

PROCESSING A TEMPORARY MODIFIED DUTY ASSIGNMENT ..... 77

APPRENTICE REPLACEMENT ..... 77

SELF EVALUATION OF SKILL AND ABILITY ..... 78

APPRENTICE EVALUATION ..... 78

APPRENTICE RETAINED..... 78

ATTENDANCE AND GRADE REQUIREMENTS – RELATED INSTRUCTION ..... 79

ATTENDANCE, GRADES, AND PUNCTUALITY REQUIREMENTS FOR RSI ..... 79

MAINTENANCE MACHINIST ..... 80

AUTOMOTIVE MACHINIST ..... 81

MONTHLY ACTIVITY REPORTING ..... 83

ROTATION..... 83

MAINTENANCE MACHINIST ..... 84

AUTOMOTIVE MACHINIST..... 84

CREDIT FOR PREVIOUS EXPERIENCE..... 85

SIX-YEAR COMPLETION RULE ..... 86

APPRENTICE AGREEMENT ..... 87

HOST DEPARTMENT AND SFMTA PARTICIPATION AGREEMENT..... 88

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414



## INTRODUCTION

**The San Francisco Joint Apprenticeship Committee (SFJAC) of the City and County of San Francisco (City) and San Francisco Municipal Transportation Agency (SFMTA) Automotive and Maintenance Machinists Apprenticeship is a joint labor and management undertaking.**

The San Francisco Joint Apprenticeship Committee (SFJAC), composed of equal members representing the participating City departments, SFMTA, and the Union; with one non-voting (1) representative of the Apprenticeship Training Office, one (1) representative of the CA Division of Apprenticeship Standards (DAS), and one (1) representative of ApprenticeshipSF; declares it to be its purpose and policy to establish an organized, planned system of apprenticeship conducted as a joint labor and management undertaking.

The SFJAC is authorized to administer and enforce these Apprenticeship Policies and Procedures. It will identify and authorize a person or persons in the employ of the City, SFMTA, or the Union to aid in the administration, enforcement, or execution of its duties, responsibilities and functions.

## GENERAL REQUIREMENTS

### Authorization

1. The SFJAC is authorized to adopt such Policies, Rules, Expectations, and/or procedures as are necessary for an effective training program providing, however, that such rules and regulations do not conflict with the Apprenticeship Standards registered with DAS, the San Francisco Civil Service Rules (SFCS), or the existing Memoranda of Understanding (MOU) between the City, SFMTA, and the Union.
2. The SFJAC is authorized to indenture each apprentice on an approved State of California Apprentice Agreement Form DAS 1.
3. The SFJAC is authorized to enforce these Policies and Procedures including the power to suspend an apprentice from the program for a fixed period not to exceed thirty (30) days for failure to fulfill the obligations on the job, in related instruction, classroom performance, or for sufficient reasons.
4. The SFJAC is authorized to investigate the training facilities and educational materials provided to apprentices and take appropriate action with the community college district to maintain an adequate training program.
5. The SFJAC is authorized to recommend for cancelation the Apprenticeship Agreement for good and sufficient reason.
6. The City may terminate employment of an apprentice, of its own volition, per the SFSC rules and/or the current MOU.

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414

## APPENDIX E

7. The SFJAC is authorized to see that there is provided, insofar as possible, continuous employment to all apprentices as well as the required diversified training in all the job processes of the craft, and to that end, to rotate and assign apprentices from one City or SFMTA department to another.
8. It is required by the SFJAC that an apprentice complete a minimum of thirty-six (36) months of the Automotive Machinists apprenticeship program or thirty-six (36) months of the Maintenance Machinists apprenticeship program. If the City wishes to grant more than three years (36 months) credit to an apprentice upon indenture, the City or SFMTA, and apprentice may appeal to the SFJAC and submit documentation verifying the apprentice's past related work experience **and** completion of training classes from an academic institution (approved by the SFJAC) to qualify for additional credit.
9. Apprentices who have been advanced by their City or SFMTA department to journey level employment or resigned from City or SFMTA employ to pursue outside journey level employment without the recommendation of the SFJAC or for more than nine (9) months of the remaining qualified period of training shall not be eligible for recommendation from the SFJAC to receive a trade certificate.

### **UNION AND CITY RESPONSIBILITIES AND EXPECTATIONS**

The Union, SFMTA, and the City acknowledge that this program is a joint labor and management industry enterprise, and each accepts the following responsibilities:

1. To see that all apprentices are recruited, employed, indentured, registered, and trained in accordance with the provisions of the SFCS, the current MOU, the Apprenticeship Standards, and these policies and procedures.
2. To see that each apprentice under their supervision receives full on-the-job training as defined in the apprenticeship Standards for their job classification.
3. To see that apprentices are rotated both within and between City departments and agencies per the established schedule so that they can obtain diversified experiences and training in all phases of the trade on the job. Insofar as practical, attempt to marry the on-the-job training/work processes with class work taken by the apprentice.
4. To see that apprentices are assigned to work with and under qualified journey persons and that those journey level workers receive the training necessary to guide, mentor, coach, and train apprentices assigned under their direction or in their shop.
5. To ensure that a record of each apprentice's monthly progress is maintained, and that the record of work processes and RSI training completed is verified and forwarded to the SFJAC in a timely manner as required.
6. To comply with the rules, expectations, and decisions of the SFJAC.

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414

## APPENDIX E

7. To immediately, report to the Apprenticeship Coordinator of the SFJAC either outstanding or substandard effort on the part of any apprentice assigned to a City department or agency.
8. To cooperate with the SFJAC and the ApprenticeshipSF Training Program.
9. To provide the necessary and recommended health and safety training for each apprentice prior to the apprentice's use of any equipment or performance of any job operation.
10. The SF JAC through the participating City Departments and SF MTA shall be responsible for the administrative costs and expenses associated with operation of the Automotive and Maintenance Machinist Apprenticeship Program. No apprenticeship training coordinator, participating City Department, SF MTA, shall charge or cause charges to be levied against apprentices for the purpose of financially supporting the administrative, clerical or organizational cost of tuition, materials, or supplies for educational services provided by a community college, university, trade school, training center or other education facility or program.
11. Handbook – Participating City Departments and SF MTA will be furnished a copy of the *San Francisco Joint Apprenticeship Committee: Policies & Expectations* handbook and must agree to comply with its provisions. After reading the policy and expectations, all participating City Departments and SF MTA TA's will be asked to sign the page of this book acknowledging receipt. A copy of the signed page will be placed in the SF JAC file.

### **CHANGES IN MOU OR COLLECTIVE BARGAINING AGREEMENT (CBA)**

Whenever changes are made in the MOU or CBA that alters the wages, hours, or working conditions in the craft, such changes shall be made a part of these policies and procedures and any apprentice agreements hereunder.

The JAC may disapprove such changes to the apprenticeship program under the direction of the Division of Apprenticeship Standards, State of California.

### **RATIO OF APPRENTICES TO JOURNEYPERSONS**

1. A qualified host department under this apprenticeship program may appoint one apprentice when at least one (1) journey person is regularly assigned to the shop.
2. After the first apprentice, the ratio of additional apprentices shall not exceed one (1) apprentice to three (3) journeypersons; the department can have two apprentices with five journey persons, 3 apprentices with 6 journey persons etc.
3. The apprentice in any shop shall be allowed to work on any job provided the apprentice ratio in the shop is maintained.
4. An apprentice must be directly supervised on-the-job by a journey level machinist.

### **Work Alone Exception:**

JULY 1, 2019~~2022~~ – JUNE 30, 2022~~2024~~

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414

An apprentice who has accumulated 7000 hours of on-the-job training and successfully completed the first 18 weeks of related training of the fourth year class and who has obtained the 4th period of his/her 2<sup>nd</sup> level of apprenticeship classification may be permitted by the SF JAC to work without direct on-site supervision. Such work may not exceed eight hours of duration per day. The intent is to allow an apprentice to gain experience and to become self-reliant. An apprentice may not work under general supervision until he/she has the formal written approval of the SF JAC.

5. The SFJAC may provide special dispensation to exceed this ratio if petitioned by a department.

## **ADMINISTRATIVE GENERAL POLICY**

### **Committee Administration:**

1. All communications and inquiries should be made to the below address. The Office is open Monday through Friday throughout the year:  
ApprenticeshipSF, Project Manager  
San Francisco Department of Human Resources  
One South Van Ness Ave., 4th Floor, San Francisco, CA 94103  
Phone: (415) 557-4950, Email: [DHR.ApprenticeshipSF@sfgov.org](mailto:DHR.ApprenticeshipSF@sfgov.org)
2. Administer these Apprenticeship Policies and Expectations (APE).
3. Adapt changes when necessary to these APE subject to the approval of the parties hereto.

### **Committee Composition - SF JAC Membership**

4. Membership on the Committee shall consist of equal numbers each, of Employee Representatives (Union) , one Host Site Employer Representative (Department/SF MTA) from each site, one representative of ApprenticeshipSF, one representative of Northern California Automotive & Machinists JAC, one representative of DAS, and one representative of the Apprenticeship Training Office (Apprenticeship Coordinator). Alternate Employer and Alternate Employee Representative members may be selected on a ratio of one Alternate Member per Principle Member.

### **Committee Officers**

5. The Committee members shall elect a Chairperson and a Secretary from the Committee members. One of the officers must be an Employer (Department/SF MTA) member; the other an Employee (Union Representative) member. The officers shall serve no less than one (1) year and no more than two (2) years without a contested secret ballot election.

### **Removal of Committee Members**

6. Committee members may be removed only for inactivity or inadequate activity. A member who fails to attend three (3) consecutive regularly scheduled Committee meetings without cause may be deemed inactive.

### **Delegation**

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414

## APPENDIX E

7. The Committee may authorize a sub-committee or individual to perform any clerical, ministerial or other functions as the Committee may direct.

### **Quorum**

8. A quorum shall consist of two (2) Employer and two (2) employee members.

### **Meetings**

9. The SF JAC meetings are currently held on the second Thursday of every month at 10:00 AM, at the ApprenticeshipSF administrative office located at 1 South Van Ness Ave, 4<sup>th</sup> floor, San Francisco.

### **Agenda**

10. Requests for placement of an item on the agenda shall be made in writing to the ApprenticeshipSF project manager's office by the end of the business day on the first Wednesday of each month, accompanied by all supporting documentation.
11. It is the basic policy of the SFJAC that in any matter not covered in these APE, the interests of the apprenticeship program will be of primary consideration.
12. It is the policy of the SFJAC that departments holding meetings that conflict with the apprentices' attendance at evening classes shall not require apprentices to attend such meeting.
13. Apprentices shall be hired by the City of SFMTA as Permanent Exempt CAT 18 employees for the duration of their apprenticeship.

## **DISCIPLINARY ACTION**

1. The City reserves the right to take corrective action or separate an apprentice employee as defined by the SFCS rules and/or the current MOU. The City department or SFMTA is required to notify the JAC of any request
2. The Apprenticeship Training Office (ATO) reserves the right to suspend an apprenticeship for inappropriate action by an apprentice at the community college/training site or a violation of Community College rules. Upon suspension, the ATO will immediately notify the JAC of the recommendation to take appropriate corrective action or termination.
3. Any decision of the SFJAC made under these provisions shall be final and binding on all parties subject to a further determination by the Administrator of Apprenticeship as provided for in Section 3081 of the California Labor Code. All controversies or differences concerning apprentice agreements, which cannot be adjusted locally by the SFJAC or otherwise, shall be submitted to the Administrator of Apprenticeship for final determination as provided in Labor Code Section 3081.

## **CONTROVERSIES**

1. The authority vested in the SFJAC to adjust or determine disputes and complaints having to do with these policies and expectations, apprenticeship agreements, and the employment and training of apprentices is subject to the appeal procedures authorized

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414

- under Section 201 of the “California Administrative Code, Title 8, Chapter 2, Standards, Rules and Regulations of the California Apprenticeship Council.”
2. The policies and expectations established by the SFJAC may provide for standards of conduct and disciplinary action as authorized under Section 212 of the “California Administrative Code, Title 8, Chapter 2, Standards, Rules and Regulations of the California Apprenticeship Council” and in alignment to the San Francisco Civil Service Commission and the current MOU.
  3. All inquiries, problems, or complaints of a party to these standards and apprenticeship agreements or any party of interest are to be directed, in writing, to the SFJAC. The SFJAC may make a determination itself or refer the matter to a sub-committee or ApprenticeshipSF for investigation and/or adjustment.
  4. All sub-committees, either standing or special, shall be so composed as to ensure equal representation of Union and City and SFMTA organizations and shall be appointed by the Co-Chairs of the SFJAC.
  5. The SFJAC shall determine whether (1) a sub-committee or ApprenticeshipSF shall be limited in its authority, or (2) given full authority to act on behalf of the SFJAC.
  6. All matters pertaining to the administration of this apprenticeship program, as provided in these standards, shall be vested in the SFJAC, which shall include, but not be limited to, regulations for granting credit for educational requirements, the evaluation of performance (including the final advancement to journey level), termination of apprenticeship for failure to conform to the requirements of these standards, medical suspension of apprenticeship, and bereavement suspension of apprenticeship.
  7. Except as herein provided, all disputes regarding apprentice’s wages, hours, or working conditions as an employee shall be handled through the employer and Union and in accordance with the applicable CBA or MOU.
  8. Any decision of the SFJAC made under these provisions shall be final and binding on all parties subject to a further determination by the Administrator of Apprenticeship as provided for in Section 3081 of the California Labor Code.

### **SELECTION PROCEDURES**

1. ApprenticeshipSF shall disseminate current apprenticeship opportunity information in accordance with the California Plan, Section 5, and subparagraph c1. The program receives applications once every two years. Such announcements shall be disseminated timely to the appropriate state, federal and local agencies, schools, and related organizations.
2. ApprenticeshipSF shall encourage all participating departments to solicit the active participation of their recruitment/talent acquisition divisions to encourage application by underrepresented communities.
3. ApprenticeshipSF shall participate with local school advisory committees, apprenticeship councils, and Veterans outreach groups within the SFJAC jurisdiction.

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

## WRITTEN APPLICATION/PRE-EMPLOYMENT QUALIFICATIONS

1. All applicants will be required to complete an online application when seeking entry into this program.
2. All applicants will be required to take and pass an assessment examination approved by the City, SFMTA, and the SFJAC to ensure they will be able to function effectively at the community college level.
3. Applicants shall be required to show proof of possession of a valid California Class C driver's license.
4. Applicants must provide a copy of either high school or college transcripts that show a grade of 'C' or higher in Algebra 1.
5. Applicants must be guided solely by the provisions of the posted job announcement, including requirements, time periods and other particulars, except when superseded by federal, state or local laws, rules or regulations.
6. All applicants applying to the City or the SFMTA workforce are required to provide verification of authorization to work in the US. The list of acceptable verifications can be found at: <http://www.uscis.gov/i-9-central/acceptable-documents/list-documents/form-i-9-acceptable-documents>
7. As part of the application process, an applicant must also fill out a Candidate Notice of Fingerprinting. Please note that the Notice of Fingerprinting form should not be submitted with a job application unless you are instructed to do so in the job announcement.
8. Information on requesting reasonable accommodations for persons with disabilities can be found at: <http://www.sfdhr.org/index.aspx?page=33>
9. Minorities, Women and Persons with Disabilities are encouraged to Apply. The City and SFMTA are an Equal Opportunity Employer.
10. All applicants who meet the requirements for admission, including passing any required assessments, shall be given a letter assigning ~~them~~ her/him to an interview for placement.
11. The SFJAC agrees that the host department, after the interview, is the sole judge of the willingness, competency, and qualification of the applicant to perform the work assigned when hiring an apprentice. The SFJAC may exercise its right to provide up to 24 months of RSI credit to an apprentice, based on education.
12. All applicant and apprentice records will be maintained for five years at the ApprenticeshipSF office.

## HIRING PROCEDURES

1. Once an applicant has met minimum requirements, passed any required assessments, successfully interviewed, and cleared the pre-employment processes, the City and SFMTA will select the candidates that best fit the needs of the City and SFMTA. The candidates are hired as a cohort group and will move through their rotations as such.

JULY 1, 2019~~2022~~ – JUNE 30, 2022~~2024~~

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414














## APPENDIX E

2. Once the City and SFMTA chooses to hire an apprentice, ApprenticeshipSF must submit a letter of hire to the SFJAC. The letter of hire must include: date of hire; any credit or education (not to exceed two years); pay rate and pay scale; and the location where the apprentice will start her/his rotation.
3. During the on boarding process, the candidate must attend a new apprentice orientation and a new employee orientation.
4. During the new apprentice orientation, the candidate will complete the Apprenticeship Agreement and the college enrollment application. All documents to support enrollment must be produced at that time.

### PROCESS FOR SCHOOL ASSIGNMENT

Each Local Educational Agency (LEA) or Community College will have its own process for enrollment. The Apprenticeship Training Coordinator is responsible for the educational requirements and class enrollment for all apprentices. The Apprenticeship Training Coordinator will:

-  Assign, register for related training/class and pay the required tuition each term or for each training
-  Ensure that all apprentices have the necessary books, materials, tools and equipment for the class he/she will be attending
-  Print a list of apprentices assigned to each LEA/Community College
-  Compare and reconcile the list with the previous semester list
-  Review courses offered by the LEA/Community College
-  Determine which classes are needed by each apprentice
-  Assign necessary classes to apprentices and update spreadsheet
-  Send notification of necessary classes to apprentices and copies to ApprenticeshipSF, SFJAC, and the Union local
-  Send all updated apprentice information to the LEA/Community College for proper enrollment
-  Review all apprentice class records for grade achievement compliance and report grade and attendance status to ApprenticeshipSF and the SFJAC at the beginning of the semester, mid-term, and end of the semester
-  Upon notification of academic difficulty, the Apprenticeship Training Coordinator will take appropriate restorative action or recommend to ApprenticeshipSF corrective action as necessary

### APPRENTICE DUTIES AND RESPONSIBILITIES

1. Every apprentice shall perform diligently and faithfully the work of the trade during the entire period of apprenticeship, complying with the training program as administered by the SFJAC. The apprentice shall satisfactorily perform the learning and work tasks assigned, both on the job and in related educational instruction (RSI), and shall comply with the rules, regulations, and decisions of the SFJAC.

JULY 1, 2019~~2022~~ – JUNE 30, 2022~~2024~~

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414



## APPENDIX E

2. Each apprentice must assume the responsibility of keeping the ApprenticeshipSF office and her/his current host department informed of any residence status changes.
3. It is the responsibility of the apprentice to be punctual, respectful, attentive, dependable, and neat in appearance with regard to on-the-job and classroom conduct. Excessive tardiness is not tolerated. If the student is excessively tardy, he/she will be given a verbal warning. If the situation continues, it will be cause for dismissal from the Apprenticeship.
4. Any harassment of instructors, staff or fellow students including sexual harassment, verbal harassment, lewd gestures or offensive attire will result in a proposed cancellation being issued to the offending person requiring offending person him/her to appear before the committee to explain their his/her insubordination.
5. An apprentice who attends on-the-job or RSI training/classes while under the influence of alcohol or federally identified illegal drugs may be immediately removed from employment and the apprenticeship program.
6. Any apprentice separated from employment or dismissed from a RSI institution will not be eligible for reemployment in the apprenticeship program without prior approval of the SFJAC.
7. Any apprentice who discontinues RSI or on-the-job training without SFJAC approval shall not be eligible for further employment in any classification within the apprenticeship program during the term of her/his agreement without prior approval of the SFJAC.
8. Any request by an apprentice to appear before the SFJAC shall be made in writing, stating the reason and directed to the ApprenticeshipSF Program Manager at the City Department of Human Resources office.

## LEAVES OF ABSENCE

### Apprenticeship Leaves of Absence

Apprentices are employed as PEX Permanent Exempt (PEX) employees. Exempt employees are not subject to civil service termination procedures and serve at the pleasure of the appointing officer. Apprentices are in a paid training program that consists of on-the-job training and required related supplemental instruction (RSI) through a local educational agency (LEA)/community college. Apprentices are not entitled to a leave of absence that may prevent them from fulfilling program requirements by the expected completion date.

Leave beyond that required by law is a privilege. At the discretion of the host department head, or his or her designee, and the San Francisco Joint Apprenticeship Committee (SFJAC), leave of absence **for up to 180 days during the program may be** approved for to cover the apprentice's own illness or disability, or that of a qualifying family member, including preventive care, such as medical or dental appointments, pregnancy, childbirth and child bonding, and for apprentices who are victims of domestic violence, sexual assault or stalking. Qualifying family members include:

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414

## APPENDIX E

1. A child, which for the purposes of this section means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the apprentice stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.
2. A biological, adoptive, or foster parent, stepparent, or legal guardian of an apprentice or the apprentice's spouse or registered domestic partner, or a person who stood in loco parentis when the apprentice was a minor child.
3. A spouse.
4. A registered domestic partner.
5. A grandparent.
6. A grandchild.
7. A sibling.

### **TEMPORARY MODIFIED DUTY ASSIGNMENTS**

1. With the approval of the host department head, or his or her designee, and the SFJAC, an apprentice in class 7320 - Apprentice Automotive Machinist 1, 7327 - Apprentice Maintenance Machinist I, 7321 - Apprentice Automotive Machinist 2, or 7331 - Apprentice Maintenance Machinist II with an injury, illness or medical condition that causes temporary work restrictions that limits the apprentice's ability to perform essential work or training assignments may be provided a temporary modified duty assignment that allows the employee to complete all work processes and classroom/training instruction requirements for his or her apprenticeship classification level within the time period set forth in the Apprenticeship Agreement.
2. After the first 30 days of temporary modified duty, or earlier if warranted, the host department's human resources personnel and the SFJAC will review the apprentice's medical status to determine whether the apprentice will be able to return to the regular apprenticeship work and training assignments. If the apprentice's work restrictions continue beyond 30 days, the apprentice's medical status will be reviewed every 30 days thereafter, and the host department and SFJAC may extend the modified duty assignment for up to 180-days. However, apprentices may be released from the apprenticeship program at any time following or during a period of modified duty.

### **END OF TEMPORARY MODIFIED DUTY ASSIGNMENT**

An apprentice in class 7320, 7327, 7321, or 7331, who has work restrictions, reaches permanent and stationary medical status and/or can no longer be accommodated with temporary modified duty assignments, the host department and the SFJAC will evaluate the apprentice's work status and may discuss the following options with the apprentice:

- (1) returning the apprentice to full duty and full classroom instruction, with or without reasonable accommodations;
- (2) releasing the apprentice from the apprenticeship program.

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414

## **PROCESSING A TEMPORARY MODIFIED DUTY ASSIGNMENT**

1. The host department will consider a temporary modified duty assignment upon receipt of the following:
  - (a) notice from the workers' compensation claims administrator that an apprentice in class 7320, 7327, 7321, or 7331 with an industrial injury may return to work with temporary work restrictions that are appropriate for available modified duty assignments ; or
  - (b) a medical certificate from an apprentice in class 7320, 7327, 7321, or 7331 with a nonindustrial injury/medical condition recommending return to work with temporary work restrictions that can be matched with available modified duty assignments.
2. The host department's human resources personnel and the SFJAC will review the apprentice's work restrictions and match the recommended restrictions with available temporary modified duty assignments.

The host department's human resources personnel will resolve questions regarding an apprentice's medical restrictions, ability to perform essential job duties, or ability to perform modified duty assignments. The host department's human resources personnel may contact the apprentice's treating physician, with the apprentice's written authorization, and/or request an examination by a physician retained by the City and County of San Francisco to clarify the apprentice's work restrictions and ability to perform work of any kind. For industrial injuries, the workers' compensation claims administrator may seek clarification from the apprentice's primary treating physician. A final determination on the apprentice's ability to work will be made in accordance with state workers' compensation laws. The host department's human resources personnel will make the final decision regarding the availability of a temporary modified duty assignment matching the apprentice's temporary medical restrictions and the staffing needs of the host department. The host department head and the SFJAC will make the final decision regarding an apprentice's ability to return to work with permanent medical restrictions.

3. If an apprentice in class 7320, 7327, 7321, or 7331 is placed in a temporary modified duty assignment, he or she will be required to sign an acknowledgment confirming that he or she understands this policy, including its time limits, and agrees to abide by it.

## **APPRENTICE REPLACEMENT**

A host department must request approval to replace an apprentice from the ApprenticeshipSF office and the SFJAC. Approval to replace an appointment due to separation or resignation requires budget authority and must occur within one (1) semester of the apprentice's separation - i.e. fall separation - spring semester appointment; Spring separation – fall semester appointment.

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414

## **SELF EVALUATION OF SKILL AND ABILITY**

1. This evaluation is utilized so that the apprentice and the host department supervisor have a clear understanding of the apprentice's proficiency on tasks and physical items located at the jobsite. This evaluation is to be used as a tool over the term of the apprenticeship. The goals of the evaluation are to identify weaknesses in the apprentice's training and then improve those areas that are deficient. The evaluation assists the host department with their requirement to perform on-the-job training.
2. The areas identified on the Machinist Self Evaluation Form are typical in the Maintenance Machinist and the Automotive Machinist trade. Awareness of the Automotive and Maintenance Machinist Apprenticeship description of work processes and RSI is important to know before completing the evaluation form and are essential to learning the jobsite.
3. This form will be completed by the apprentice within the first sixty (60) days of employment and reviewed with the supervisor no less than every six (6) months. It is highly unlikely that an apprentice will achieve a perfect score on all areas initially. This is a self-evaluation to assist an apprentice with their training. Honesty is a premium.

## **APPRENTICE EVALUATION**

1. The Apprentice Evaluation form is sent to the apprentice twice per year. Once received, the apprentice is to fill in their name and date and give it to the supervisor and they will complete it and return it to the apprentice. If the apprentice agrees with the evaluation, she/he simply signs the form and returns it to the ApprenticeshipSF Office (address is printed on the form). If the apprentice does not agree with the evaluation, write the objection(s) on the back of the form, sign it, and return the form to the ApprenticeshipSF office (address is printed on the form).
2. It is the apprentice's responsibility to insure that this form is completed, signed, and returned to the ApprenticeshipSF office. Apprentice (s) may not receive his/her scheduled re-rate without this completed evaluation. Please be advised that the failure to return this completed evaluation within thirty days may delay the six-month percentage wage increase.

## **APPRENTICE RETAINED**

All apprentices who are retained in their present apprenticeship period/wage schedule for failure to comply with these policies and expectations, such as maintain attendance, achieving scholastic requirements, forwarding work process reports (blue book), etc. may be recommended for advancement to the next step non-retroactively as soon as they successfully meet the requirements to move forward. Such advancements are to be made only after proper notification in writing to the SFJAC and the ApprenticeshipSF office.

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

## **ATTENDANCE AND GRADE REQUIREMENTS – RELATED INSTRUCTION**

### **Attendance, Grades, and Punctuality Requirements for RSI**

1. Each apprentice is required to attend school classes of related instruction in accordance with the directions and instructions of the Apprenticeship Training Coordinator and the SFJAC. Failure to attend and pass classes with a grade of “C” or higher will result in corrective action by the SFJAC up to and including permanent removal from the apprenticeship program.
  - (a) A mid-term grade below a “C” (2.0) will result in a written notice to the apprentice with a copy of the notice placed in the apprentice file and a cite to appear before the SF JAC notice for “Failure to Progress”.
  - (b) A year-end grade average below a “C” (2.0) will result in cite to appear before the SF JAC notice for “Failure to Progress”. The apprentice will also be required to repeat the class(es) and the next scheduled re-rate will be held until the class has been repeated and the grade for the class(es) has been brought up to a minimum of a “C” (2.0).
2. Apprentices shall be enrolled and scheduled for class by the Apprenticeship Training Coordinator.
3. Periodically, the LEA may change their curriculum that may change the requirements for apprentices, but will not increase the original number of instructional hours as defined in the Apprenticeship Agreement.
4. School instructors are not authorized to excuse any apprentice from school or give credit to an apprentice unless it has been approved by the ApprenticeshipSF office.
5. Apprentices must be punctual and attend class at the posted starting time. Excessive tardiness will not be tolerated.
  - (a) Apprentices are expected to exhibit orderly behavior in the classroom and on any training center property at all times.
  - (b) No persons shall be allowed to chew tobacco or smoke (any substance), or e-cigarette, anywhere in the building including but not limited to the, bathrooms, classrooms, offices or labs at any time.
  - (c) Any persons caught causing physical harm to the college, training facility or its contents will be immediately terminated from the apprenticeship program.
6. Time spent in related educational training classes, through the host department/agency during work hours will be compensated.

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414
























## APPENDIX E

7. Instructors may allow the apprentice to test out of a particular class as long as an apprentice achieves a grade of “B” or higher.
8. Any grade issued by the instructor reflects a total grade, including and not limited to class attitude, participation, conduct, punctuality, and the apprentice’s retentive knowledge.

### WORK TRAINING - HOST DEPARTMENT/AGENCY

1. Host departments/agencies shall see that all apprentices are under the direction of a qualified journey person of the trade and shall provide each apprentice with the necessary diversified experience and training in order to train and develop each apprentice into a skilled journey person proficient in all the work processes of the trade and upon completion meet the minimum requirements for journey level employment.
2. Shop tools, (that is, tools that stay in the shop) and are for the use of the apprentices while they are at work only are purchased by the department. Each host department shop shall provide the apprentices with one set of tools per individual shop. (not per dept. but per shop) These tools should stay in the shop should only be used by the apprentices that are assigned to that department during that time and stay there and are available for the next rotation:






### MAINTENANCE MACHINIST

-  Machinery’s Hand book
-  6 inch scale with drill point attachment
-  1-3 inch Micrometer set inch
-  Combination head set 12’ rule
-  Last word indicator with Indicol attachment
  - inch travel dial indicator with mag base
-  6 inch digital calipers waterproof
-  Center punch set
-  Thin parallel set
-  Allen wrench set 1/16 “ to 1/2” with Bondhus balls
-  Thread pitch gauge Set
-  Telescoping gauge set 1/4 “- 6 “
-  Edge finder
-  16oz Ball Peen Hammer
-  Feeler gauge set
-  Jewelers file set
-  Tool box
-  Asst. files
-  Burr whip de burring tool
-  Depth Mic set 0-6 inch
-  25’ tape measure
-  Scribe
-  Flashlight( large or small)
-  6 inch adjustable wrench, 12 inch adjustable wrench








































JULY 1, 2019~~2022~~ – JUNE 30, 2022~~2024~~

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414

## APPENDIX E

-  Screwdriver set flat tip Phillips screwdriver set
-  Thread pitch wires
-  Calculator
-  Safety Glasses
-  Leather Apron

### AUTOMOTIVE MACHINIST











-  Pry Bar, 16"
-  1/4" Deep Socket Set
-  1/4" Drive Metric Socket Set
-  1/4" Drive General Service Socket Set
-  Battery Service Kit
-  3/8" Drive Adaptor Set
-  3/8" Drive Standard Socket Set
-  3/8" Drive Deep Socket Set
-  3/8" Drive TORX Drive Set
-  3/8" Drive Metric Socket Set
-  3/8" Drive Metric Deep Socket Set
-  1/2" Drive General Service Socket Set
-  Pliers, Adjustable Joint
-  Needle Nose Pliers
-  1/2" to 3/8" Adaptor
-  Radiator Hose Tool
-  Adjustable Wrench, 12"
-  Awl Set
-  Hex Wrench Set, Standard L-Shape
-  Hex Wrench Set, Metric L-Shape
-  Hammer, Ball Peen, 16 oz.
-  Gasket Scraper
-  Test Light
-  Flashlight
-  Ratchet 3/8" Drive
-  Ratchet 3/8" Drive Long-Flex Handle
-  Feeler Gauges
-  Extension 3/8" Drive, 11"
-  Mirror
-  Hammer, Dead Blow, 16 oz., Plastic Tip
-  Hack Saw
-  Combination Wrench, 15/16"
-  Combination Wrench, 1"
-  Combination Wrench Set, 3/8" - 7/8"
-  Combo Wrench Set, Metric, 10-19mm
-  Pliers Set
-  Punch & Chisel Set
-  Pliers, Retaining Ring, Convertible
-  Telescopic Pick-Up Tool

JULY 1, 2019~~2022~~ – JUNE 30, 2022~~2024~~

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414












## APPENDIX E

-  Wire Stripper with Cutter
-  Flare Nut Wrench Set, 3/8" - 13/16"
-  Spark Plug Socket, 13/16", 3/8" Drive
-  Spark Plug Socket, 5/8", 3/8" Drive
-  Screwdriver Set
-  Screwdriver, Ratcheting
-  Long Shank Drive, 1/4" Drive
-  Extension 1/4" Drive, 6"
-  Pliers, Locking
-  Tape Measure

3. Each host department/agency and each host shop shall provide necessary health and safety training to each apprentice prior to the apprentice's use or operation of any equipment and job performance.

### **Personal Safety Equipment**

Apprentice personal safety equipment shall include the following items to be provided by the host department/agency:

-  pair coveralls
-  1 pair shop work pants
-  1 machinists/shop work shirt
-  1 pair protective boots (steel toe)
-  1 pair puncture resistant and heat resistant work gloves
-  Safety goggles
-  Ear protection
-  Appropriate breathing protection
-  Machinist's apron

4. Apprentices shall be assigned to perform all the duties and tasks on-the-job that are associated with the craft and an apprenticeship.
5. Upon completion of the California Class B classroom training and obtaining a Class B behind the wheel permit, the host department/agency shall arrange for the apprentice to receive field training that consists of driving in training areas that includes a combination of highway, city, and heavy traffic driving with emphasis on defensive driving. Backing, safety and emergency procedure are also practiced extensively. The training also consists of DMV skills practicing.

### **ASE OR NIMS OR EQUIVALENT REQUIREMENTS**

1. Each apprentice will be required to complete the Automotive Standard of Excellence (ASE) or THE National Institute for Metalworking Skills (NIMS) credentialing as specified in the individual job classifications within the Apprenticeship Standards.
2. The apprentice will be given a letter at the time she/he signs the apprenticeship agreement that will specify which ASEs or MINS or equivalents will be required, and how to report successful completion of those requirements back to the ApprenticeshipSF office. The

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414



## APPENDIX E

letter may also specify the number of tests that must be taken during given period of time within the apprenticeship program.

3. The apprentice will be encouraged to take the ASE or NIMS tests on the subject immediately following the equivalent school course. Many courses are designed to train the apprentice on the same materials covered by the ASE and NIMS tests.
4. California Class B classroom training. This training includes DOT Safety Rules and Regulations, State Regulations and proficiency development in the skills required to obtain the Commercial Driver's License (CDL/ B). Classroom training consists of a DMV Commercial Driver Handbook curriculum to prepare students for the DMV written examination and to obtain the behind the wheel permit.

### MONTHLY ACTIVITY REPORTING

1. Each apprentice will be required to submit a record of her/his monthly activity electronically to the Training Coordinator. Each department/agency supervisor of an apprentice will be required to review and approve all monthly activity reports prior to electronic submittal.
2. Careful maintenance of the monthly activity report is important to assure that the apprentice receives the total training required to advance the apprentice to the position of journey person and to assure proper rotation.

### ROTATION

Apprentices rotate through all participating host departments in order to ensure equal treatment and training opportunities for all apprentices and apply those conditions uniformly. Rotation of the apprentices through the work processes provided by each shop and department allows unfettered access to the equipment available to train in the various processes of the skilled occupation. It is the responsibility of the apprentice and the training coordinator to make sure that the apprentice is achieving the correct number of hours in each proper work category. Rotations are as follows:

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414

**Maintenance Machinist:**

18 months @ SFMTA; then 18months @ SF PORT; then 18months @ SF PUC

- A. assisting to acquire names and uses of hand tools, auxiliary machine tools and precision measurements = 165hrs
- B. Drill press – sensitive, heavy duty, redial, HDM Tap Burner = 165hrs
- C. Engine lathe – bench, small and heavy floor type = 400hrs
- D. Band saw – Horizontal and Vertical = 65hrs
- E. Tool crib – making, sharpening, grinding and cleaning tools = 132hrs
- F. Milling machine including attachments – universal and vertical = 400hrs
- G. Grinders – horizontal, vertical, honing, and pedestal = 100hrs
- H. Boring mills – horizontal and vertical = 115hrs
- I. Common machines – power saw, shear, brakes, iron work, notcer, press, hydraulic, pneumatic, & balancer = 330hrs
- J. Erection – bench, floor & field work assembly plus rebuilds = 230hrs
- K. Template – table layout = 130hrs
- L. Heat treatment and metallurgy = 115hrs
- M. Computer, CNC Machine and CAD work = 135hrs
- N. Miscellaneous – Including welding, wheel turning, overhead crane, sheet metal prep & fab, underground wheel truing machine, safety procedures, personal protection equipment, maintenance/repair, reverse engineering, wheel press/re-truing machines, maintenance/repair hydraulic & pneumatic assembly, vertical & horizontal press = 335hrs

**Automotive Machinist:**

30 months @ SF PUC; then 30months @ SFMTA

- A. Brakes – Diagnosis and repair of hydraulic systems, drum brake, disc brake, power assist units, air brakes, ABS and ATC = 500hrs
- B. Front End – Adjustment and repair of steering systems, suspension systems, wheel alignment, and power assist units including chassis = 500hrs
- C. Engine Overhaul – Diagnosis and repair of general engine, cylinder head and valve train, engine block, lubrication and cooling systems, fuel and exhaust systems, plus diesel and alternative fuels including tool orientation , engine boring and grinding = 500hrs
- D. Engine Diagnosis and Drivability – Diagnosis and repair of general engine, ignition systems, fuel and exhaust systems, emission control systems, PVC, fuel vapor recovery systems, regeneration DPF and catalytic = 500hrs
- E. Automatic Transmission – Diagnosis, adjustment and repair, transmission repair overhaul and service including hybrids = 500hrs
- F. Manual Transmission and Rear Axle – Diagnosis and repair of clutch, transmission, drive shaft and universal joint, rear axle, and differential, four wheel drive, plus overhaul driveline = 250hrs
- G. Electrical Systems – Diagnosis and repair of general electrical systems, battery starting system, charging system, lighting system, gauges and warning systems, horn and wiper/washer, cruise control, and other electrical accessories including hybrid and electrical engines plus hybrid cooling = 500hrs
- H. Heating and Air Conditioning – Diagnosis and repair of air conditioning system, refrigeration system, heating and engine cooling, control units = 250hrs

JULY 1, 2019~~2022~~ – JUNE 30, 2022~~2024~~

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414

- I. Off Highway and Heavy Duty Equipment maintenance and repair including hydraulics = 250hrs

**Automotive Sub-Total hours 7500**

- J. Drill press – sensitive, heavy duty, redial, EDM Tap Burner = 50hrs
- K. Engine lathe – bench, small and heavy floor type, and brake lathe = 250hrs
- L. Band saw – Horizontal and Vertical = 25hrs
- M. Tool crib – making, sharpening, grinding and cleaning tools = 50hrs
- N. Milling machine including attachments – universal and vertical = 125hrs
- O. Grinders – horizontal, vertical, honing, and pedestal plus valve recondition rods, seat grinder, line honing, and cylinder honing = 125hrs
- P. Boring mills, horizontal and vertical, plus cylinder boring and line boring = 100hrs
- Q. Common machines, power saw, shear, brakes, iron work, notcher, press, hydraulic, pneumatic, & balancer plus wheel balance, tire mount and dismount = 250hrs
- R. Template – table layout = 25hrs
- S. Miscellaneous – Including welding, overhead crane, sheet metal prep & fab, safety procedures, personal protection equipment, maintenance/repair, reverse engineering, vertical & horizontal press = 250hrs

**Machinist Sub Total Hours 2500**

**CREDIT FOR PREVIOUS EXPERIENCE**

**Previous Experience Sub-Committee** – The SF JAC shall develop and uniformly implement a policy detailing the process through which previous experience is uniformly evaluated and credit awarded for advanced standing of a new apprentice in either or both on-the-job (OJT) and related training (RSI). The Previous Experience Sub-Committee is made up of persons from the SF JAC Committee. The sub-committee meets four (4) times per year (February, April, August and November) on the second Wednesday of the month, before the regularly scheduled SF JAC meeting. If you would like to address the committee regarding previous experience, you must submit a written request or before the first Thursday of the month, in which the sub-committee meets, to the committee through the ApprenticeshipSF project manager. Previous experience consists of hours that you worked, or schooling that you obtained before your indenture date. You will need to include the following information on or with your written request:

- apprentice name, address and phone number
- identify that you would like previous experience and/or schooling evaluated
- attach any supporting documentation
  - College or Adult School transcripts
  - A letter from the former employer(s) on company letterhead bearing the owner or
  - authorized signing official for the company's signature. This letter must document the amount of legal time worked for the employer and detail the type of work done including the amount of time spent in each work process category
- signature and date

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

**Credit Allowed** - The previous classroom hours credited and the work processes allowed will be at the discretion of the SF JAC. No time will be considered for credit if it is obtained prior to five years from the indenture date of the apprentice. The previous experience committee will not grant more than 2,000 hours of previous work process experience nor more than 488 classroom credit hours.

**Six-Year Completion Rule**

Any apprentice who does not complete this 4 1/2 or 5-year apprenticeship and training program within 6-years of his/her indenture date will be terminated from the AUTOMOTIVE AND MAINTENANCE MACHINIST APPRENTICESHIP PROGRAM for failure to progress if enough work process hours have not yet been obtained or if they have not yet passed their RSI or required certifications. If the apprentice has attempted to take the certification exam and was unsuccessful in passing, he/she you will be expected to take the test(s) on a monthly basis as appropriate until he/she passes at which time, he/she will be completed from the apprenticeship program.

The committee will consider extenuating circumstances such as documented medical leaves, documented personal injury, military deployment, etc. before making the decision to terminate or complete the apprentice.

**Apprentice Agreement**

I acknowledge all that I have received the **Automotive and Maintenance Machinist Apprenticeship Program San Francisco Joint Apprenticeship Committee: Policies & Expectations** Handbook. I understand that this is to be read and observed by all participating Apprentices and participating City Host Departments and SF MTA. as prescribed by the SF JAC.

**Apprentice Name** \_\_\_\_\_

PRINTED

Do you have any outside duties, alternative employment or military obligations that may restrict you from fully complying with your apprenticeship agreement including attending related training classes, accepting full time employment with a participating City Department or SF MTA or from completing this apprenticeship program within 6 years? (Y) (N)

If you answered yes, please explain

\_\_\_\_\_  
\_\_\_\_\_

Apprentice Signature \_\_\_\_\_ Date signed \_\_\_\_\_

This agreement must be signed and returned to ApprenticeshipSF within thirty (30) days of your acceptance into the SF MTA and City **Automotive and Maintenance Machinist Apprenticeship Program**.

Failure to sign and return this agreement may result in the termination of your apprenticeship agreement with the SF JAC.

Please return this signed page only. The remainder of this document is to be kept in your records for future reference.

The SF JAC reserves the right to update, change and or modify this agreement.

The SF JAC reserves the right to handle each apprentice as an individual. We strive to be consistent on all decisions, but where an apprentice’s records of accomplishment are different, we may, at our discretion, adjust or change formal responses to match with the apprentice’s actions.

JULY 1, ~~2019~~**2022** – JUNE 30, ~~2022~~**2024**

**Host Department and SF MTA  
Participation Agreement**

I acknowledge all that I have received the **Automotive and Maintenance Machinist Apprenticeship Program - San Francisco Joint Apprenticeship Committee: Policies & Expectations** handbook.

I understand that this is to be read and observed by all Apprentices and participating City Departments and SF MTA as prescribed by the SF JAC.

Host Department / Agency Name \_\_\_\_\_

Authorized signer \_\_\_\_\_

PRINTED

Authorized signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

This signed agreement must be kept in the SF JAC file in the ApprenticeshipSF office.

Please return this signed page only. The remainder of this document should be kept with your records for future reference.

JULY 1, ~~2019~~**2022** – JUNE 30, ~~2022~~**2024**

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414

ATTACHMENT U

District: #06  
 File #: **60500**

**Addendum to the Apprenticeship Standards  
 of the  
 Advanced Manufacturing and Transportation Apprenticeship of California (AMTAC)  
 to include the  
 City and County of San Francisco (City) Maintenance Machinist Apprenticeship**

Occupation: Municipal Maintenance Machinist O\*NET:51-4041.00MM

Set up and operate a variety of machine tools to produce precision parts and instruments. Includes precision instrument makers who fabricate, modify, or repair mechanical instruments, communication equipment, Municipal Railway equipment, fire alarms, machinery, instruments, castings and valves. Will also fabricate and modify parts to make or repair machine tools or maintain industrial machines, applying knowledge of mechanics, mathematics, metal properties, layout, and machining procedures.

**Article I Term of Apprenticeship**

The standard term of apprenticeship includes training hours and related and supplemental instruction (RSI) hours; RSI includes both classroom and related instruction that may include employer provided training. The total term of the apprenticeship shall be 8500 work training hours and a minimum of 1,128 classroom hours, and shall be completed within four years and six months (4 ½) years.

**Article II Wage Schedule**

**Journeyman Wage:** Wage rate is defined by the current MOU between the IAM&AW District 190, Local 1414 (Union) and the City based on the journey classification 7332 Maintenance Machinist. An apprentice shall be paid not less than the following:

Period	Work Training Hours and	Min. Classroom Hours	Percentage of Journey Wage
1 <sup>st</sup> period	1-1000 hours	104	55 %
2 <sup>nd</sup> period	1001-2000 hours	104	60 %
3 <sup>rd</sup> period	2001-3000 hours	122	65 %
4 <sup>th</sup> period	3001-4000 hours	288	70%
5 <sup>th</sup> period	4001-5000 hours	122	75 %
6 <sup>th</sup> period	5001-6000 hours	122	80 %
7 <sup>th</sup> period	6001-7000 hours	122	85 %
8 <sup>th</sup> period	7001-8500 hours	144	90%

JULY 1, 2019~~2022~~ – JUNE 30, 2022~~2024~~

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
 AEROSPACE WORKERS, LOCAL 1414

**Other Compensation:**

1. The current MOU between the Union and the City provides for any and all other compensation.
2. Overtime rates are defined by the current MOU. Overtime shall not be permitted when related instruction classes are scheduled. Time spent in required RSI outside of normal work hours shall not be compensated.

**Advancement Schedule:**

To advance from one period to the next the apprentice shall have met the following requirements:

1. shall have satisfactorily completed the required on-the-job work hours; and
2. shall have satisfactorily completed the required related and supplemental instruction course hours

**Hours of Work and Working Conditions:**

\* These rates and conditions are defined by the current MOU.

**ARTICLE III      Work Training**

1. The City shall ensure that all apprentices are under the direct supervision of a qualified journey person or instructor and shall provide the necessary diversified experience and training in order to train and develop the apprentice into a skilled worker, proficient in all the work processes of the trade as outlined herein. Apprentices shall also be trained in the use of new equipment, materials, and processes as they come into use.
2. The City and SFMTA shall allocate the following funds, which shall be used by the AMTAC to provide funding for the Maintenance Machinist Apprenticeship Program, including all administrative costs and training-related expenses.
  - a. For Fiscal Year 2017-2018 the City and SFMTA shall allocate to the AMTAC Training Fund one- thousand, five-hundred and fifty-one dollars (\$1,551) per each 7327 and 7331 Apprentice Maintenance Machinist participant per the fiscal year or portion thereof and deliver the same to the AMTAC Training Fund on or before October 1, 2018.
  - b. For Fiscal Year 2018-2019 the City and SFMTA shall allocate to the AMTAC Training Fund one- thousand, six-hundred and three dollars (\$1,603) per each 7327 and 7331 Apprentice Maintenance Machinist participant per the fiscal year or portion thereof and deliver the same to the AMTAC Training Fund on or before October 1, 2019.
3. The City shall train each apprentice in first aid, safe working practices and the identification of occupational health and safety hazards.
4. The City shall train each apprentice in the identification of illegal discrimination and sexual harassment.
5. The major work processes in which apprentices will be trained (although not necessarily in the order listed) and the approximate hours (not necessarily continuous) to be spent on each work process are as follows:

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024



**Work Processes/Work Training**

**Work Training Hours**

<b>Work Processes/Work Training</b>	<b>Hours</b>
Preliminary – assisting to acquire names and uses of hand tools, auxiliary machine tools and precision measurements	500
Drill press – sensitive, heavy duty, radial, HDM Tap Burner	500
Engine lathe – bench, small and heavy floor type	1200
Band saw – Horizontal and Vertical	200
Tool crib – making, sharpening, grinding and cleaning tools	400
Milling machine including attachments – universal and vertical	1200
Grinders – horizontal, vertical, honing, and pedestal	300
Boring mills – horizontal and vertical	350
Common machines – power saw, shear, brakes, iron work, notcher, press, hydraulic, pneumatic, & balancer	1000
Template – table layout	700
Heat treatment and metallurgy	400
Computer, CNC Machine and CAD work	1000
Miscellaneous – Including welding, wheel turning, overhead crane, sheet metal prep & fab, underground wheel truing machine, safety procedures, personal protection equipment, maintenance/repair, reverse engineering, wheel press/re-truing machines, maintenance/repair hydraulic & pneumatic assembly, vertical & horizontal press	1000
<b>Total Hours</b>	<b>8500</b>

**ARTICLE IV Ratio**

The City may employ one (1) apprentice when at least one (1) journeyperson are regularly employed, and one (1) additional apprentice for each three (3) journeypersons employed.

**ARTICLE V Certification**

**National Institute for Metalworking Skills (NIMS)**

The purpose of the National Institute for Metalworking Skills (NIMS) Competency Based Apprenticeship System brings national standards and third party objective assessments to the nation’s metalworking industry. To become a NIMS Certified Machinist, Toolmaker, CNC Setup Programmer or a Certified Journey Worker at any NIMS occupation, the apprentice must earn NIMS credentials in demonstrating satisfactory performance in a required number of competencies. The United States Department of Labor has certified the NIMS National Guideline Standards for Apprenticeship. The NIMS Certified Machinist Apprenticeship Program includes 28 core or required competencies. To become a NIMS Certified Machinist, the apprentice must earn 12 NIMS credentials. The credentials require both performance and theory assessments. The required NIMS are as follows:

JULY 1, 2019~~2022~~ – JUNE 30, 2022~~2024~~

### **Machining Level I Skills Standard**

- a) CNC Milling: Operator
- b) CNC Milling: Programming Setup & Operations
- c) CNC Turning: Operator
- d) CNC Turning: Programming Setup & Operations
- e) Drill Press Skills I
- f) Grinding Skills I
- g) Job Planning, Benchwork & Layout
- h) Manual Milling Skills I
- i) Measurement, Materials & Safety
- j) Turning Operations: Turning Between Centers
- k) Turning Operations: Turning Chucking Skills

### **OSHA Confined Space Entry Certification**

Confined spaces can be some of the most dangerous work areas at a jobsite. To address the risk, OSHA requires training for workers exposed to – or have the potential to be exposed to, confined space hazards. Confined spaces can be found in many areas of the jobsite such as manholes, pipelines, pits, silos, storage bins, and tanks.

### **OSHA Safety Compliance Training – OSHA 30 Certification**

The OSHA 30 Hour Construction Industry Outreach Training Program is a comprehensive safety program. The training includes:

- a) Introduction to OSHA and the OSH Act
- b) General safety and Health Provisions
- c) Health Hazards: Hazard Communication
- d) Health Hazards: Hazardous Materials
- e) Personal Protective Equipment
- f) Fire Protection
- g) Materials Handling and Storage
- h) Cranes and Rigging
- i) Electrical Safety
- j) Struck-By and Caught in Between Hazards
- k) Fall Protection
- l) Personal Protective Equipment
- m) Hand and Power Tools
- n) Welding and Cutting
- o) Motor Vehicles
- p) Scaffolds
- q) Stairways and Ladders
- r) Lead Safety in the Workplace

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414

**ARTICLE XI      Related Classroom Instruction**

Apprentices shall satisfactorily complete prescribed courses of related and supplemental instruction, which will not be less than 144 hours per year. The following college curricula are accepted:

**Course List Peralta Community College District**

<b>College</b>	<b>Core Course #</b>	<b>Course Description</b>	<b>Units</b>	<b>Hours</b>
Laney College	MACH 30	Introduction to CNC Programming and CAD/CAM Technology	4.0	96
Laney College	MACH 205	Engineering Drawings for Machinist, Welders and Industrial Maintenance Techniques	3.0	96
Laney College	MACH 210	Machine Technology I	5.0	144
Laney College	MACH 220	Machine Technology II	5.0	144
Laney College	MACH 230	Machine Technology III	5.0	144
Laney College	MATH 220A	Technical Math with Algebra Part1	0.5	32
Laney College	MATH 220B	Technical Math with Algebra Part2	0.5	32
Laney College	MATH 220C	Technical Math with Algebra Part3	0.5	32
Laney College	MATH 220D	Technical Math with Algebra Part4	0.5	32
Laney College	MATH 220E	Technical Math with Geometry Part1	0.5	32
Laney College	MATH 220G	Technical Math with Trigonometry	1.0	64
Laney College	MACH 31+	Advanced CNC Programming and CAD/CAM Programming	4.0	96
Laney College	WELD 205	Introduction to Welding 3 Units (2 lecture 4 Lab)	3.0	96
Laney College	E/ET 203	Basic Electronics 3 Units (2 Lec 3 Lab)	3.0	80
Laney College	E/ET 223	CAL-OSHA 30-Hour Construction Industry Training	2.0	

JULY 1, 2019~~2022~~ – JUNE 30, 2022~~2024~~

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND AEROSPACE WORKERS, LOCAL 1414

APPENDIX E

	<b>Elective Courses</b>		
Laney College	MACH 206	<a href="#">Industrial Hydraulics and Pneumatics</a>	2.0
Laney College	WELD 215	<a href="#">Welding for ECT Technicians</a>	1.5
Laney College	E/ET 11	<a href="#">Commercial Electricity for HVAC Applications</a>	2.0
Laney College	MACH 208	Theory, Operation, and Maintenance of Industrial Pumps	3.0
Laney College	E/ET 221	<a href="#">Motors and Drives</a>	2.0
SF City College	Learn 50	College Success	
	Math E3	Arithmetic with an emphasis on applications	


\* Core Courses are required over 9 semesters

These Apprenticeship Standards may be modified on request of the parties to conform to changes in the industry, the MOUs, and the area, subject to the approval of the Division of Apprenticeship Standards for the Administrator.

JULY 1, ~~2019~~**2022** – JUNE 30, ~~2022~~**2024**

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414

The foregoing Apprenticeship Standards are hereby agreed to on 4/30/17.

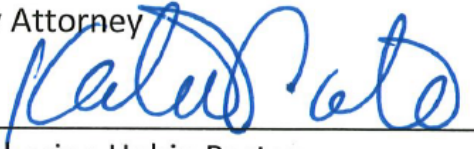
  
Arthur Gonzalez, Business Representative  
IAM&AW District 190, Local 1414 (Union)

  
MICKI CALLAHAN  
Human Resources Director  
City & County of San Francisco  
Department of Human Resources

  
Jon Fowkes, President  
Advanced Manufacturing and Transportation Apprenticeship of California (AMTAC)

  
Edward D. Reiskin, Director of Transportation  
San Francisco Municipal Transportation Agency

**APPROVED AS TO FORM:**

DENNIS J. HERRERA  
City Attorney  
  
Katharine Hobin Porter  
Chief Labor Attorney

DATED: 11/29, 2017

By:

## ATTACHMENT V

**Addendum to the Apprenticeship Standards  
of the  
Advanced Manufacturing and Transportation Apprenticeship of California (AMTAC)  
to include the  
City and County of San Francisco (City) Automotive Machinist Apprenticeship**

Occupation: Municipal Automotive Machinist O\*NET: 49-3023.01MAM

Repair, replace, and design/manufacture parts for automobiles, light trucks, heavy trucks, buses, heavy equipment and other light vehicles and equipment. Performs skilled machinist work in the maintenance, repair and overhaul of heavy-duty and off-road vehicles and power-driven equipment, such as diesel trucks and buses, firefighting vehicles, compressors, generators, graders, backhoes, tractors, standing engines, small engines (lawn mowers, etc.) and electric motors (on carts, etc.)

**Article I Term of Apprenticeship**

The standard term of apprenticeship includes training hours and related and supplemental instruction (RSI) hours; RSI includes both classroom and related instruction which may include employer provided training. The total term of the apprenticeship shall be 10,000 work training hours and a minimum of 1,192 classroom hours, and shall be completed within five years (5) years.

**Article II Wage Schedule**

**Journeyman Wage:** Wage rate is defined by the current MOU between the IAM&AW District 190, Local 1414 (Union) and the City based on the journey classification 7313 Automotive Machinist. An apprentice shall be paid not less than the following:

<b>Period</b>	<b>Work Training Hours and</b>	<b>Min. Classroom Hours</b>	<b>Percentage of Journey Wage</b>
1 <sup>st</sup> period	1-1000 hours	99	55 %
2 <sup>nd</sup> period	1001-2000 hours	99	60 %
3 <sup>rd</sup> period	2001-3000 hours	117	65 %
4 <sup>th</sup> period	3001-4000 hours	139	70%
5 <sup>th</sup> period	4001-5000 hours	117	75 %
6 <sup>th</sup> period	5001-6000 hours	117	77.5 %
7 <sup>th</sup> period	6001-7000 hours	117	80 %
8 <sup>th</sup> period	7001-8000 hours	139	82.5%
9 <sup>th</sup> period	8001-9000 hours	99	85%
10 <sup>th</sup> period	9001-10,000 hours	99	90%

JULY 1, 2019~~2022~~ – JUNE 30, 2022~~2024~~

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
AEROSPACE WORKERS, LOCAL 1414

**Other Compensation:**

3. The current MOU between the Union and the City provides for any and all other compensation.
4. Overtime rates are defined by the current MOU. Overtime shall not be permitted when related instruction classes are scheduled. Time spent in required RSI outside of normal work hours shall not be compensated.

**Advancement Schedule:**

To advance from one period to the next the apprentice shall have met the following requirements:

3. shall have satisfactorily completed the required on-the-job work hours; and
4. shall have satisfactorily completed the required related and supplemental instruction course hours

**Hours of Work and Working Conditions:**

\* These rates and conditions are defined by the current MOU.

**ARTICLE III      Work Training**

6. The City shall ensure that all apprentices are under the direct supervision of a qualified journey person or instructor and shall provide the necessary diversified experience and training in order to train and develop the apprentice into a skilled worker, proficient in all the work processes of the trade as outlined herein. Apprentices shall also be trained in the use of new equipment, materials, and processes as they come into use.
7. The City and SFMTA shall allocate the following funds, which shall be used by the AMTAC to provide funding for the Maintenance Machinist Apprenticeship Program, including all administrative costs and training-related expenses.
  - a. For Fiscal Year 2017-2018 the City and SFMTA shall allocate to the AMTAC Training Fund one- thousand, five-hundred and fifty-one dollars (\$1,551) per each 7320 and 7321 Apprentice Automotive Machinist participant per the fiscal year or portion thereof and deliver the same to the AMTAC Training Fund on or before October 1, 2018.
  - b. For Fiscal Year 2018-2019 the City and SFMTA shall allocate to the AMTAC Training Fund one- thousand, six-hundred and three dollars (\$1,603) per each 7320 and 7321 Apprentice Automotive Machinist participant per the fiscal year or portion thereof and deliver the same to the AMTAC Training Fund on or before October 1, 2019.
8. The City shall train each apprentice in first aid, safe working practices and the identification of occupational health and safety hazards.
9. The City shall train each apprentice in the identification of illegal discrimination and sexual harassment.
10. The major work processes in which apprentices will be trained (although not necessarily in the order listed) and the approximate hours (not necessarily continuous) to be spent on each work process are as follows:

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

APPENDIX E

<b>Work Processes/Work Training</b>	<b>Work Training Hours</b>
Brakes – Diagnosis and repair of hydraulic systems, drum brake, disc brake, power assist units, air brakes, ABS and ATC	1000
Front End – Adjustment and repair of steering systems, suspension systems, wheel alignment, and power assist units including chassis	1000
Engine Overhaul – Diagnosis and repair of general engine, cylinder head and valve train, engine block, lubrication and cooling systems, fuel, and exhaust systems, plus diesel and alternative fuels including tool orientation, engine boring and grinding	1000
Engine Diagnosis and Drivability – Diagnosis and repair of general engine, ignition systems, fuel and exhaust systems, emission control systems, PVC, fuel vapor recovery systems, regeneration DPF and catalytic	1000
Automatic Transmission – Diagnosis, adjustment and repair, transmission repair overhaul and service including hybrids	1000
Manual Transmission and Rear Axle – Diagnosis and repair of clutch, transmission, drive shaft and universal joint, rear axle, and differential, four wheel drive, plus overhaul driveline	500
Electrical Systems – Diagnosis and repair of general electrical systems, battery starting system, charging system, lighting system, gauges and warning systems, horn and wiper/washer, cruise control, and other electrical accessories including hybrid and electrical engines plus hybrid cooling	1000
Heating and Air Conditioning – Diagnosis and repair of air conditioning system, refrigeration system, heating and engine cooling, control units	500
Off Highway and Heavy Duty Equipment maintenance and repair including hydraulics	500
<b>Automotive Sub-Total hours</b>	<b>7500</b>
Drill press – sensitive, heavy duty, radial, EDM Tap Burner	100
Engine lathe – bench, small and heavy floor type, and brake lathe	500
Band saw – Horizontal and Vertical	50
Tool crib – making, sharpening, grinding, and cleaning tools	100
Milling machine including attachments – universal and vertical	250
Grinders – horizontal, vertical, honing, and pedestal plus valve recondition rods, seat grinder, line honing, and cylinder honing	250
Boring mills – horizontal and vertical, plus cylinder boring and line boring	200
Common machines – power saw, shear, brakes, iron work, notcher, press, hydraulic, pneumatic, & balancer plus wheel balance, tire mount and dismount	500
Template – table layout	50

JULY 1, 2019~~2022~~ – JUNE 30, 2022~~2024~~

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND AEROSPACE WORKERS, LOCAL 1414



APPENDIX E

Miscellaneous – Including welding, overhead crane, sheet metal prep & fab, safety procedures, personal protection equipment, maintenance/repair, reverse engineering, vertical & horizontal press	500
<b>Machinist Sub Total Hours</b>	<b>2500</b>
<b>Grand Total both Automotive Repair and Machining</b>	<b>10,000</b>

**ARTICLE IV Ratio**

The City may employ one (1) apprentice when at least one (1) journeyman are regularly employed, and one (1) additional apprentice for each three (3) journeymen employed.

**ARTICLE V Certification**

**Automotive Service Excellence (ASE)**

The purpose of the Automotive Service Excellence (ASE) Certification is to improve the quality of service offered by Automobile and Medium-Heavy Truck Parts Specialists through the testing of parts professionals. Apprentices shall satisfactorily complete the following ASE Certifications by successfully passing the required tests and the other specified certifications within the term of their apprenticeship the required ASE are as follows:

- a) ASE: T2 – Diesel Engine
- b) ASE: T3 – Drive Train
- c) ASE: T4 – Brake
- d) ASE: T5 – Steering and Suspension
- e) ASE: T6 – Electrical Systems
- f) ASE: T7 – Heating, Ventilation, and Air Conditioning

And the following certifications:

**OSHA Confined Space Entry Certification**

**OSHA Safety Compliance Training – OSHA 30 Certification**

**Rail Worker Protection Certification**

**Forklift Operation Certification**

**ARTICLE XI Related Classroom Instruction**

Apprentices shall satisfactorily complete prescribed courses of related and supplemental instruction, which will not be less than 122 hours per year. The following college curricula are accepted:

JULY 1, 2019~~2022~~ – JUNE 30, 2022~~2024~~

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
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## Course List Community College

<b>College</b>	<b>Core Course #</b>	<b>Course Description</b>
<b>College of Alameda</b>	DMECH 14	Diesel Engine I
<b>College of Alameda</b>	DMECH 15	Diesel Engine II
<b>College of Alameda</b>	DMECH 11	Chassis I - Suspension and Drive Train
<b>College of Alameda</b>	DMECH 12	Chassis II - Brakes and Electronics
<b>Laney College</b>	MACH 210	Machine Technology I
<b>Laney College</b>	MACH 220	Machine Technology II
<b>Laney College</b>	MACH 230	Machine Technology III
<b>Laney College</b>	Weld 205	Introduction to Welding
<b>Elective Courses</b>		
<b>Laney College</b>	MATH 220A	Technical Math with Algebra Part1
<b>Laney College</b>	MATH 220B	Technical Math with Algebra Part2
<b>Laney College</b>	MATH 220C	Technical Math with Algebra Part3
<b>Laney College</b>	MATH 220D	Technical Math with Algebra Part4
<b>College</b>	<b>Core Course #</b>	<b>Course Description</b>
<b>Skyline College</b>	Auto 822	Head and Valve Service
<b>Skyline College</b>	Auto 823	Block Service
<b>Skyline College</b>	Auto 840	Automotive Electrical I
<b>Skyline College</b>	Auto 846	Automotive Electrical II
<b>Skyline College</b>	Auto 858	Computer Controls
<b>Skyline College</b>	Auto 868	On-Board Diagnostics II
<b>Elective Courses</b>		
<b>Skyline College</b>	Auto 860	Automotive Air Conditioning
<b>Skyline College</b>	Auto 881	Automotive Electrical III

\*Core Courses are required over 9 semesters

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JULY 1, 2019~~2022~~ – JUNE 30, 2022~~2024~~

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND MACHINISTS AND  
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The foregoing Apprenticeship Standards are hereby agreed to on 11/30/17.



Arthur Gonzalez, Business Representative  
IAM&AW District 190, Local 1414 (Union)



MICKI CALLAHAN  
Human Resources Director  
City & County of San Francisco  
Department of Human Resources



Jon Fowkes, President  
Advanced Manufacturing and Transportation Apprenticeship of California (AMTAC)



Edward D. Reiskin, Director of Transportation  
San Francisco Municipal Transportation Agency

**APPROVED AS TO FORM:**

DENNIS J. HERRERA  
City Attorney



Katharine Hobin Porter  
Chief Labor Attorney

DATED: 11/29, 2017

By:

## LETTER OF AGREEMENT

### MTA, 1414 SELECTION PROCEDURE FOR A NON-PERMANENT SUPERVISORY POSITION

This is to outline the Selection Procedure used by the SFMTA when a 1414 Fill-in Supervisor is needed temporarily.

Subject to the requirement that an individual possess the ability to perform the duties of the position.

#### **7249 - Automotive Mechanic Supervisor 1**

##### **7382 – Asst**

1. → 1. Senior 7382 assigned to shop & shift
2. → 2. Ranking on active 7249 list assigned to Shop & Shift
3. → 3. Ranking on active 7382 list assigned to Shop & Shift
4. → 4. Senior Automotive Mechanic (7381) assigned to Shop & Shift
5. Supervisor Overtime Wheel

#### **7264 - Automotive Body & Fender Worker Supervisor 1**

##### **7322 – Asst**

1. → 1. Senior 7322 assigned to shop & shift
2. → 2. Ranking on active 7264 list assigned to Shop & Shift
3. → 3. Ranking on active 7322 list assigned to Shop & Shift
4. → 4. Senior Automotive Body & Fender Worker (7306) assigned to Shop & Shift
5. Supervisor Overtime Wheel

#### **7225 – Transit Paint Shop Supervisor 1**

1. Ranking on active 7225 list assigned to Shop & Shift
2. Senior Car & Auto Painter (7309) assigned to Shop & Shift
3. Supervisor Overtime Wheel

#### **7258 - Maintenance Machinist Supervisor 1**

1. Ranking on active 7258 list assigned to Shop & Shift
2. Ranking on active 7337 (Maintenance Machinist Assist Supervisor) list assigned to Shop & Shift
3. Senior Maintenance Machinist (7332) assigned to Shop & Shift
4. Supervisor Overtime Wheel

#### **7254 - Automotive Machinist Supervisor 1**

1. Ranking on active 7254 list assigned to Shop & Shift
2. Ranking on active 7315 (Automotive Machinist Assist Supervisor) list assigned to Shop & Shift
3. Senior Automotive (7313) assigned to Shop & Shift
4. Supervisor Overtime Wheel

JULY 1, 2019~~2022~~ – JUNE 30, 2022~~2024~~

LETTER OF AGREEMENT

The first day a Supervisor is off, a snapshot of the current Shift Assignments and Eligible Lists will be established. The snapshot will be used for the selection process. On Jan. 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and Oct. 1<sup>st</sup>, the Snapshot will be updated and the selection process re-done to accommodate changes to List and Personnel.

Employees have the right to refuse the Fill-in Supervisor offer.

Shifts will not be re-aligned for the purpose of avoiding this agreement.

“List” refers to an active Certified Eligible List (tie breaker – seniority).

“Senior” refers to Departmental Seniority in the Class.

“Shift” is spelled out in the 1414 MOU.

“Shop” is defined as: Example, (Woods Division) – Heavy Duty, Preventive Maintenance, Running Repair, Machine Shop, Body Shop.

Compensation is pursuant to CBA.

**The parties agree to review the above procedure after 12 months.**

Signed on 4/12/06  
Diana Buchbinder, SFMTA      Date

Signed on 4/12/06  
Arthur Gonzalez, Local 1414      Date

**SIDE LETTER**

**REDUCTION IN PAY**

By mutual agreement between the SFMTA and Union, in lieu of an unpaid suspension, the parties may agree to a temporary reduction in pay by reducing an employee's pay by 5%. The duration of such pay reduction shall correspond to the length of the suspension that would have otherwise been served.

JULY 1, ~~2019~~2022 – JUNE 30, ~~2022~~2024

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