

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

AND

THE MUNICIPAL EXECUTIVES ASSOCIATION

**JULY 1, 20 [begin deletion] 06 [end deletion] [begin addition] 12 [end addition] – JUNE 30, 201
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AGREEMENT

1. This Agreement is entered into by the San Francisco Municipal Transportation Agency hereinafter "SFMTA" and the Municipal Executives Association (hereinafter "Association"). It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City, the Association, and represented employees. Such achievement is recognized to be a mutual obligation of the parties to this Agreement within their respective roles and responsibilities.

ARTICLE I: REPRESENTATION

I.A. Recognition

2. The SFMTA acknowledges that the Association has been certified by the Civil Service Commission as the recognized employee representative, pursuant to the provisions set forth in the SFMTA's Employee Relations Operating Resolution for units TM and TEM as listed in Appendix A.
3. Recognition shall only be extended to individual classes accreted to existing bargaining units covered by this Agreement. Application of this provision shall not extend to bargaining units acquired through affiliations or service agreements. Upon request of the Association the SFMTA will meet and confer concerning proposed changes to bargaining units.
4. Successor job codes resulting from the consolidations or divisions of classes currently represented by MEA shall continue to be subject to this MOU.
5. The SFMTA agrees to recognize the Association as the collective bargaining representative of any job code which constitutes a successor job code to a job code which the Association currently represents. Where there is question as to whether or not a new job code is a successor class, the SFMTA Human Resources shall make the final determination, which shall be appealable pursuant to the Employee Relations Operating Resolution.
6. Issues related to job code descriptions shall be subject to meet and confer process with final review and approval by the Civil Service Commission, not subject to grievance or arbitration.

I.B. Intent

7. It is the intent of the parties that the provisions of this Agreement shall become binding upon adoption or acceptance by the SFMTA and ratification by the general membership of the Association, or upon a final decision rendered by an arbitration panel pursuant to the interest arbitration procedure under Charter Section A8.409.

San Francisco Municipal Transportation Agency and
Municipal Executives Association
July 1, 2006~~12~~ - June 30, 2012~~4~~

8. Pursuant to the provisions of the Meyers-Milias-Brown Act, as amended, the SFMTA agrees to meet and confer with the Association in advance regarding any proposed changes in working conditions within the scope of representation except as provided elsewhere in this Agreement.

I.C. No Strike Provision

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

I.D. Meet and Confer Responsibility During the Term of The Agreement

10. Except in cases of emergency involving an imminent or substantial threat to the public health or safety or as otherwise provided in this Agreement, the SFMTA shall give reasonable written notice to the Association of proposed changes directly relating to matters within the scope of representation as specified in Government Code Section 3504.5. The Association shall be provided with the opportunity to meet and confer with regard to any such proposed change should it desire to do so.
11. In cases of emergency when the SFMTA determines that a proposed change as described herein must be adopted immediately without prior notice or meeting with the Association, the SFMTA shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such change.
12. If the Association does not respond within ten (10) working days from the date of mailing of written notification of a proposed change as described in Paragraphs 10 and 11 hereof, the Association shall be deemed to have waived its opportunity to meet and confer on the proposed change.
13. If the Association timely requests the opportunity to meet and confer as provided herein, the SFMTA agrees to meet and confer with the Association over such proposed change or changes within ten (10) days of receipt of such timely request, unless a longer period of time is mutually agreed upon, in order freely to exchange information, opinions and proposals and to endeavor to reach agreement on the proposed change or changes.
14. During the term of an MOU, disputes regarding changes in wages, hours, benefits and other terms and conditions of employment shall not be subject to the impasse procedures provided in Charter section A8.409 et seq., but may be subject to grievance arbitration.

I.E. Management Rights

15. In accordance with applicable state law, nothing herein shall be construed to restrict any legal SFMTA rights concerning direction of its work force, or consideration of the merits, necessity, or organization of any service or activity provided by the SFMTA.
16. 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.
17. However, the exercise of such rights does not preclude employees from utilizing the grievance procedure to process grievances regarding the practical consequences of any such actions on wages, hours, benefits or other terms and conditions of employment whenever memoranda of understanding providing a grievance procedure are in full force and effect.

I.F. Official Representatives

18. The Association may select as many as five (5) members of the Association to attend during regular duty or work hours without loss of compensation, meetings scheduled with the Civil Service Commission, the SFMTA Human Resources, the SFMTA Director of Human Resources, or designee, when such meetings have been scheduled for the purpose of meeting and conferring on matters within the scope of representation affecting such appropriate unit, and to participate in the discussions, deliberations, and decisions at such meetings.
19. Release time shall be provided for MEA representatives to participate in disciplinary meetings, grievance meetings, meet and confer sessions and other labor relations matters with the SFMTA. Release time shall not be withheld unreasonably.
20. In scheduling meetings, reasonable consideration shall be given to the operating needs and work schedules of the particular employee's and representatives' department(s).
21. No representative may leave the duty or work station without specific approval of his supervisor.
22. Representatives shall be responsible for the performance of their work load consistent with release time approved pursuant to rules established herein.

I.G. Grievance Procedures

23. 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.
1. Definition
24. A grievance shall be defined as any dispute which involves the interpretation or application of, or compliance with this Agreement. Grievances may be filed only by the Association. Discipline may not be grieved under this section. In the event that an individual or a group of individuals elect(s) to file a complaint with any governmental agency or court alleging a factual basis which is also the basis of a grievance, the Association agrees that any grievance filed on behalf of the individual(s) will be held in abeyance pending the individual's election of remedies. If an individual or group of individuals elect(s) another remedy the grievance shall be deemed withdrawn.
2. Time Limits
25. The time limits set forth herein may be extended or waived by mutual agreement of the parties. Any such agreement must be confirmed in writing. For purposes of calculation of time a "day" is defined as a "calendar day," including weekends and holidays.
26. Any deadline date under this procedure that falls on a Saturday, Sunday or holiday shall be continued to the next business day.
3. Steps of the Procedure
27. Except for grievances involving multiple employees, all grievances must be initiated at Step 1 of the grievance procedure. Except as otherwise provided in subsection 10, a grievance affecting more than one employee shall be filed with the appointing officer. Grievances affecting more than one SFMTA department shall be filed with the SFMTA Human Resources Director. In the event the SFMTA disagrees with the level at which the grievance is filed, the SFMTA may submit the matter to the Step it believes is appropriate for consideration of the dispute. The step procedures set forth herein may be modified or waived by mutual agreement of the parties. Any such agreement must be confirmed in writing.
28. An employee shall first attempt to resolve the alleged violation informally with his/her immediate supervisor.
29. Step 1: If the alleged violation is not resolved informally with the immediate supervisor, the Association will submit the grievance on behalf of the

represented employee in writing to the immediate supervisor within fifteen (15) days of the date of the occurrence of the act or the date the represented employee might reasonably have been expected to have learned of the alleged violation. The grievance will set forth the facts of the grievance, the terms and conditions of this Agreement claimed to have been violated, misapplied or misinterpreted, and the remedy or solution being sought by the Association.

30. The immediate supervisor shall respond in writing within ten (10) days following receipt of the written grievance.
31. Step 2: If dissatisfied with the supervisor's response at Step1, the Association, on behalf of the individual grievant, may appeal to the Appointing Officer, in writing, within ten (10) days of receipt of the Step1 response. The Appointing Officer may convene a meeting within fifteen (15) days with the grievant and the grievant's Association representative. The Appointing Officer shall respond in writing within twenty (20) days of the meeting or receipt of the appeal, whichever is later.
32. Step 3: If dissatisfied with the Appointing Officer's response at Step 2, the Association, on behalf of the individual grievant, may appeal to the MTA Human Resources Director, in writing, within fifteen (15) days of receipt of the Step 2 response. The SFMTA Human Resources Director may convene a grievance meeting within fifteen (15) days with the Association and the represented employee. The SFMTA Human Resources Director shall respond to the grievance in writing within twenty (20) days of the meeting or, if none is held, within twenty (20) days of receipt of the appeal.
33. Step 4: If the Association is dissatisfied with the Step 3 response it may appeal by notifying the SFMTA Human Resources Director, in writing, within twenty (20) days of the Step 3 decision that arbitration is being invoked. The parties shall select an arbitrator pursuant to section 4 within fifteen (15) days of receipt of the Association's written notice of the Association's intent to arbitrate.

4. Selection of the Arbitrator

34. The parties shall select an arbitrator from the list of panelists attached hereto as Appendix B. When a matter is appealed to arbitration the parties shall first attempt to mutually agree on an arbitrator. In the event no agreement is reached within seven (7) days the arbitrator shall be selected from the permanent panel by utilizing a strike-off procedure.

5. Authority of the Arbitrator
35. The arbitrator shall have no authority to add to, ignore, modify or amend the terms of this Agreement.
6. Fees and Expenses of Arbitrator
36. The fees and expenses of the Arbitrator and court reporter shall be shared equally by the Association and the SFMTA
7. Hearing Dates and Date of Award
37. Hearings shall be scheduled within forty-five (45) days of selection of an arbitrator. Awards shall be due within forty-five (45) days following the receipt of closing arguments. As a condition of appointment to the permanent panel arbitrators shall be advised of this requirement and shall certify their willingness to abide by these time limits.
8. Monetary Relief
38. Any claim for monetary relief shall not extend more than twenty (20) days prior to the filing of a grievance, unless considerations of equity or bad faith justify a greater entitlement.
9. Failure to Respond
39. Except as otherwise provided herein, a grievance shall be void in the event a grievance is not initiated or appealed through the steps in accordance with the time periods set forth above. Failure of the SFMTA to timely reply to a grievance shall authorize appeal to the next grievance step.
10. Immediate Dispute Resolution
40. In the event there is a dispute regarding the interpretation or application of this Agreement that imminently affects the Association or a substantial number of members represented by the Association, and that will result in harm for which monetary relief would be an insufficient remedy, either the SFMTA or the Association may request suspension of the grievance process as described in section 3 of this Section and proceed to immediate dispute resolution discussions with the Director of Employee Relations. The Director shall schedule and conclude discussions within twenty (20) days of receipt of a written request by either party and the action triggering the request for immediate dispute resolution may be stayed upon mutual agreement.

- 41. Should the dispute still not be resolved it may be submitted directly to an arbitrator selected in accordance with the procedure detailed below.
- 42. If the parties cannot otherwise agree, an arbitrator shall be selected by the parties from an arbitrator provided in Appendix B. The first arbitrator, selected at random by the parties, available within a two week period shall be selected.
- 43. There will be no post-hearing briefs in an immediate arbitration unless such briefs are requested by the arbitrator.
- 44. This section may not be invoked for disciplinary grievances.
- 11. Petitions to Compel Arbitration
- 45. The prevailing party in any petition to compel arbitration shall be awarded reasonable attorneys' fees and costs.

I.H. Dues Deduction

- 1. Authorization for Deductions
- 46. The SFMTA shall deduct Association dues, initiation fees, premiums for insurance programs and political action fund contributions from an employee's pay upon receipt by the Controller of a form authorizing such deductions by the employee. The SFMTA shall pay over to the designated payee all sums so deducted. Upon request of the Association, the Controller agrees to meet with the Association to discuss and attempt to resolve issues pertaining to delivery of services relating to such deductions.
- 2. Dues Deductions
- 47. Dues deductions, once initiated, shall continue until the authorization is revoked in writing by the employee. For the administrative convenience of the SFMTA and the Association, an employee may only revoke a dues authorization by delivering the notice of revocation to the Controller during the two week period prior to the expiration of this Agreement. The revocation notice shall be delivered to the Controller either in person at the Controller's office or by depositing it in the U.S. Mail addressed to the Payroll/Personnel Services Division, Office of the Controller, [begin addition] **One South Van Ness Avenue, 8th Floor** [end addition] [begin deletion] 875 Stevenson Street [end deletion] , San Francisco, CA 94103; Attention: Dues Deduction. The SFMTA shall deliver a copy of the notices of revocation of dues deductions authorizations to the Association within two (2) weeks of receipt.
- 48. No later than nine working days following payday, the Controller will promptly pay

over to the Association all sums withheld for membership dues. The Controller shall also provide [begin addition] **electronically** [end addition] with each payment a list of employees paying dues. Such lists shall contain the employee's name, employee number, job code, department [begin deletion] ~~number~~ [end deletion] , [begin addition] **Civil Service status, hourly salary,** [end addition] and the amount deducted.

49. On a [begin deletion] ~~quarterly~~ [end deletion] [begin addition] **bi-weekly** [end addition] basis, the SFMTA shall [begin addition] **also** [end addition] provide [begin addition] **the** [end addition] Association [begin addition] **with** [end addition] a [begin addition] **nelectronic** [end addition] list of [begin addition] **all** [end addition] covered employees containing employee name, employee number, job code, department, Civil Service status, [begin deletion] ~~annual~~ [end deletion] [begin addition] **hourly** [end addition] salary, salary range and whether the employee pays dues to the Association. Such list shall be provided in hard copy and on computer disk in a mutually agreeable format.
50. [begin addition] **The two lists may be combined for ease of administration.** [end addition]
51. The above information shall be provided by the SFMTA at no cost to the Association.
52. The Association agrees to indemnify and hold the SFMTA harmless for any loss or damage arising from the operation of this section, provided the SFMTA has complied with its obligations in this section.
53. If agency shop becomes legal under Meyers-Milias-Brown, Cal. Govt. Code section 3500 et seq., for units represented by the Association, the Association shall have that benefit. The Association shall meet all legal and reporting requirements in that case.

ARTICLE II: EMPLOYMENT CONDITIONS

II.A. Non-Discrimination

54. The SFMTA and the Association agree that this Agreement shall be administered in a nondiscriminatory manner and that no person covered by this Agreement shall in any way be discriminated against because of race, color, creed, religion, sex, sexual orientation, national origin, physical or mental disability, age, political affiliation or opinion or Association membership or activity, or non-membership, nor shall a person be subject to sexual harassment. The SFMTA shall process complaints of sexual harassment pursuant to Civil Service Rules, the Administrative Code and Federal and State laws.
55. The Association may not arbitrate any claim under this section unless and until the employee executes a complete, knowing and intelligent waiver, reasonably acceptable to the SFMTA, of any and all claims arising from the same facts. The waiver shall release all claims under any and all federal, state and local laws and regulations relating to employment, including but not limited to Title VII of the 1964 Civil Rights Act, as amended, the Civil Rights Act of 1991, the California Fair Employment and Housing Act, the Americans with Disabilities Act, the California and United States Constitutions, the Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1967, and the Civil Rights Acts of 1866.
1. Americans with Disabilities Act
56. The parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of Federal, State and local disability anti-discrimination statutes and the Fair Employment and Housing Act. The parties further agree that this Agreement shall be interpreted, administered and applied so as to respect the legal rights of the parties. The SFMTA reserves the right to take any action necessary to comply therewith.
2. Family Medical Leave Act
57. The SFMTA acknowledges its obligation to comply with the provisions of the Family Medical Leave Act and the California Family Rights Act.

II.B. Probationary Period

58. The probationary period for all newly hired or promoted employees shall be 2,080 hours as defined by the Civil Service Commission except that the probationary period for an employee returned to duty in a different department following lay off shall be 1040 hours as defined by the Civil Service Commission.

59. The probationary period shall be thirty (30) days as defined by the Civil Service Commission for any employee appointed permanently to a class in which the employee has served the equivalent of the probationary period as a provisional, temporary or temporary exempt employee. To qualify, the prior service must be continuous and in the same department as the permanent appointment.
60. The Association agrees that the probationary period may be extended by a written mutual agreement between the SFMTA and a represented employee. [begin addition] **After such agreement is reached, the SFMTA will provide notice of the agreement to the Association.** [end addition]
61. [begin addition] **The SFMTA will notify the Association when it releases a represented employee from probation.** [end addition]

II.C. Discipline

62. Discipline shall continue to be implemented pursuant to San Francisco Charter Section A8.341 and A8.342. However, pursuant to Charter Section A8.341 (b), the Association and the SFMTA agree to modify the disciplinary rights provided in those sections as follows:
63. Eligible, represented employees may appeal disciplinary suspensions [begin deletion] ~~of five days or greater~~ [end deletion], demotions and terminations to a hearing officer selected from Appendix B. The hearing officer shall be mutually selected pursuant to the striking procedure set forth in Article I.G.4. [begin addition] **If no appeal is available, the employee will be provided the opportunity to respond in writing, with such response maintained in the employee's personnel file. An employee who requests the opportunity for a "name clearing hearing" before the Appointing Officer or his/her designee is entitled to a response to the request within five (5) working days.** [end addition]
64. [begin addition] **MEA shall receive all the materials supporting disciplinary actions that are made available to the employee, provided that the represented employee has designated MEA to represent her/him in the disciplinary process. As to such disciplinary action, an employee may respond in writing, and such response will be maintained in the employee's personnel file.** [end addition]
65. The fees and expenses of the hearing officer shall be shared equally by the Association and the SFMTA. Transcripts shall not be required, except that either party may request a transcript, provided, however, that the party making such a request shall be solely responsible for the cost. Direct expenses of the hearing officer shall be borne equally by the parties.

66. Upon the completion of 2080 hours of continuous service in a current represented job code, employees in non-exempt job codes covered by this agreement with temporary status shall be subject to discipline for just cause only, and shall be entitled to the post-disciplinary appeal rights set forth in Charter Sections A8.341 and A8.342 as modified in the sub-sections herein.

[begin addition] **Expedited Arbitration**

67. **Upon mutual agreement, appeals of suspensions of eligible represented employees shall be processed through an expedited arbitration proceeding. By mutual written agreement the parties may submit other grievances to this expedited arbitration process. In order to provide for prompt hearings under this process, the parties agree to strike from the arbitrators listed in Attachment B, except that when an expedited arbitration case arises, the parties shall first limit the list to those arbitrators who have identified availability within six (6) months of the parties' inquiry. Whether the Association or the City deletes the first name in the alternating process shall be determined by lot.** [end addition]

68. [begin addition] **Each expedited arbitration hearing will last a maximum of two hours. The parties agree not to utilize court reporters or electronic transcriptions, nor to permit post-hearing briefs. These decisions will be final and binding, and shall not be used in any other cases except those of the grievant involved, unless otherwise agreed.** [end addition]

69. [begin addition] **Each party shall bear its own expenses in connection with the expedited arbitration. All fees and expenses of the arbitrator shall be shared equally by the parties.** [end addition]

70. [begin addition] **In the event that an expedited arbitration hearing is canceled resulting in a cancellation fee, the party causing the cancellation shall bear the full cost of the cancellation fee, unless a mutually agreed upon alternative is established.** [end addition]

71. Materials relating to disciplinary actions for conduct which is three (3) or more years old shall not be used for the basis of future discipline, provided there has been no reoccurrence of the same or similar conduct upon which the discipline was based. [begin addition] **At the request of the employee or MEA, materials related to disciplinary actions which are three (3) or more years old and which do not involve misconduct in the form of violence, discrimination, or harassment, shall be sealed to the extent permissible by law, provided that there has been no reoccurrence of the conduct on which the discipline was based during that period. The envelope**

containing the sealed documents will be retained in the employee's personnel file and may only be opened for the purpose of assisting the City in defending itself in legal or administrative proceeding, or as otherwise required by federal, state, or local law. [end addition]

[begin deletion] ——— **H.D. Workforce Reduction**

- ~~65. Spring 2010: Between the date of this Agreement and June 30, 2010, inclusive, layoffs of employees represented by member unions of the PEC that result in complete loss of SFMTA employment will be limited to zero for this period. However, any notices issued previously as a result of the service modifications will proceed.~~
- ~~66. Fall 2010: Between July 1, 2010 and December 31, 2010, inclusive, there will be no layoff for employees represented by member unions of the PEC.~~
- ~~67. Spring 2011: Between January 1, 2011 and June 30, 2011, the SFMTA may lay off employees covered by this agreement only if the SFMTA Board projects an operating deficit \$20 million or more as verified by the Controller's Office.~~
- ~~68. Fiscal Year 2011—12: The SFMTA may lay off employees represented by members of the PEC or the PEC only if the SFMTA Board projects an operating deficit \$20 million or more as verified by the Controller's Office.~~

~~In either such event, the SFMTA will provide the Public Employee Committee of the San Francisco Labor Council ("PEC") with complete and current Budget Information (as defined in paragraph 69 below) supporting the need for additional layoffs. Immediately after issuing any such layoff notices, the SFMTA will schedule a meeting with the PEC. At least one week prior to the scheduled meeting, the SFMTA will provide the required Budget information. This meeting will be in addition to meet and confer sessions required by MMBA and/or MOU. The purpose of the PEC meeting will be to identify alternatives to additional job loss (including, but not limited to, reductions in SFMTA contracts and measures to increase SFMTA revenue) and to minimize the number and impact of any necessary additional layoffs.~~

- ~~69. "Budget Information", for purposes of this Agreement, shall mean complete copies of all reports provided to the SFMTA Board, and confirmed by an expert selected and paid by the PEC. The expert shall be given access to supporting information for SFMTA's budget reports, financial records, aggregate payroll costs by bargaining unit and the total number of FTEs within the appropriate bargaining unit and information on any balancing solution proposed to address deficits.~~
- ~~70. Nothing in this Agreement shall waive or prejudice the right or position of the SFMTA or any PEC member union with respect to layoffs and rights granted by Charter, the Civil Service Commission, MOU, or state law.~~

[end deletion]

72. II.D. Prop F and Temporary Exempt

The Deputy Director of Human Resources agrees to work with the divisions to ensure proper utilization of Proposition F and temporary exempt (“as needed”) employees when such positions would more appropriately or efficiently be filled by permanent employees. In addition, the SFMTA will work with the Department of Human Resources to notify holdovers in represented classifications of any recruitment for exempt positions in their classifications.

[begin deletion] It is understood that to the degree increased utilization of such employees may be required in certain represented classifications to provide staffing coverage due to employees taking additional time off as described herein, such work will be offered to holdovers in such represented classifications.

72. ~~New Requisitions at SFMTA~~

~~During FY 2010-11 and FY 2011-12 the SFMTA will subject requests for requisition approval to increased scrutiny. The parties agree that SFMTA hiring will be a priority subject of discussion within the Prop A Labor Management quarterly meetings. Upon written request, additional meetings may be held, to review the requisitions approved in the prior quarter, the rationale for doing so and to resolve hiring questions or concerns.~~

~~The PEC recommends the following criteria:~~

- ~~1. whether the positions are revenue-generating;~~
- ~~2. whether they are needed to meet safety-related, legal, grants or contractual requirement;~~
- ~~3. the extent to which the position affects a core SFMTA function; and~~
- ~~4. the impact of filling the positions on the SFMTA budget.~~

~~The recommended criteria will be placed on the agenda of the first quarterly Prop A meeting after ratification of this Agreement.~~

[end deletion]

II. E. Advance Notice to MEA [begin addition] on Personal Service Contracts [end addition] [begin deletion] ÷ [end deletion]

73. At the time the MTA issues a Request for Proposals (“RFP”)/Request for Qualifications (“RFQ”), or thirty (30) days prior to the submission of a PSC request to the Department of Human Resources and/or the Civil Service Commission, whichever occurs first, the City shall notify the affected union(s) of any personal services contact(s), including a copy of the draft PSC summary form, where such services could potentially be performed by represented classifications.

74. [begin deletion] ~~The union~~ [end deletion] [begin addition] **If MEA** [end addition] wishes to meet with the SFMTA over a proposed personal services contract, the [begin deletion] ~~affected~~ [end deletion] union must make its request to SFMTA Labor Relations within two weeks after

the union's receipt of SFMTA's notice. The parties may discuss possible alternatives to the contracting or subcontracting and whether the SFMTA staff has the expertise and/or facilities to perform the work. Upon request by MEA, the SFMTA shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.

75. 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) who are responsible for the contracting-out decision(s) are present at the meeting(s) referenced in the [begin addition] **preceding** [end addition] [begin deletion] ~~above~~ [end deletion] paragraph.
76. The SFMTA agrees to provide MEA with notice(s) of departmental commissions 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.
77. Existing language in MOUs which provides additional notice and/or otherwise enhanced provisions shall not be superseded by the language in this section.

ARTICLE III: PAY, HOURS AND BENEFITS

III.A. Wages

78. [begin addition] Represented employees will receive the following base wage increases:
[end addition]

Effective July 1, 2013: 1%

Effective January 4, 2014: 1%

Effective March 29, 2014: 1%

79. [begin deletion] Base wages shall be increased as follows:
[end deletion]

~~Effective 7/1/06 7%*~~

~~[begin deletion] * Effective July 1, 2006, represented employees who are SFERS members shall receive a base wage increase of seven percent (7%) in exchange for their agreement to pay the seven and a half percent (7.5%) employee retirement contribution amount to SFERS.~~

~~[end deletion]~~

~~Effective 12/30/06 2%~~

~~Effective 6/28/08 2%~~

~~Effective 12/27/08 3%~~

79. All base wages shall be rounded to the nearest salary grade.

[begin deletion] a. For Fiscal Year 2009 2010, "new plan" employees (i.e., employees who became members in SFERS on or after November 2, 1976) and PERS employees shall be required to contribute the value of five (5) unpaid furlough days, the implementation of which will occur through the suspension of Pay for Performance and uniform payroll smoothing over the fiscal year. Such uniform payroll smoothing shall cease effective close of business June 30, 2010

[end deletion]

b. [begin deletion] For Fiscal Year 2009 2010, "old plan" employees (i.e., employees who became members in SFERS before November 2, 1976) shall be required to contribute the value of five (5) unpaid furlough days for the fiscal year, the implementation of which will occur through the suspension of Pay for Performance over the fiscal year. Such uniform payroll smoothing shall cease effective close of business June 30, 2010.

~~e. In recognition of the severe budget crisis facing SFMTA, for fiscal years 2010-2011 and 2011-2012, covered employees shall contribute the value of twelve (12) furlough days (i.e. a total of 4.62% through the following concessions:~~

~~(1) For Fiscal Years 2010-2011 and 2011-2012, all represented employees will forego the Pay for Performance 1.5% lump sum payment, described in Section III D. Paragraph 106 below, otherwise due to be paid in October 2010 and October 2011.~~

~~(2) All represented employees shall contribute the accumulated value of the MTAM allocation (1%).~~

~~(3) All "New plan" employees shall contribute the remaining value of twelve (12) furlough days in the form of a 2.12% deduction via smoothing in FY 2010-2011 and 2011-2012. Such smoothing shall expire no later than close of business June 30, 2012~~

~~d. All represented employees will forego the Pay for Performance lump sum payment previously allocated and otherwise due to be paid in October 2009, October 2010, and October 2011. The funding allocated to Pay for Performance for those years shall be utilized to partially implement the requirement to contribute the value of unpaid furlough days set forth in 79 a-c.~~

~~If by September 1, 2011 SFMTA restores the service reduction in Muni service which was implemented on May 8, 2010, the parties agree to reduce the number of unpaid furlough days to six (6).~~

~~If the May 8, 2010 service reduction has been fully restored, the reserves have been restored to at least \$16 million and the Agency has received an additional \$20 million in State Transit Assistance (STA) Program funding by September 1, 2011, the parties agree to reduce the number of unpaid furlough days to zero (0) and discontinue other concessions.~~

~~(e) Effective close of business June 30, 2012, represented employees shall receive a 2.0% increase to base wages reflecting the expiration of the Pay for Performance program and the ongoing value of the conversion of the MTAM monies allocated in prior years but never allocated to base wages.~~

[end deletion] III.B. SFMTA Salary Plan

80. Effective October 5, 2004, there was established a new series of classifications created under the San Francisco Municipal Transportation Agency Management Classification/Compensation Plan ("MTAM").

[begin deletion] Initial implementation of SFMTA for existing employees:

San Francisco Municipal Transportation Agency and
Municipal Executives Association
July 1, 200612 - June 30, 20124

[end deletion]

~~Allocation/Notification Process:~~

81. [begin deletion] SFMTA has notified all represented employees of the SFMTA M class to which his or her position has been allocated.

[end deletion]

Voluntary Participation [begin deletion] of Permanent Civil Service Employees:

82. ~~Permanent civil service employees, who have not already done so, may choose to participate in the SFMTA at any time by signing and returning the Opt in form sent to them on July 13, 2005.~~ [end deletion] [begin addition] **An employee who initially chose to be excused from the plan may request to be moved into the MTAM after the time for electing voluntary participation has passed. Late requests that can be implemented with no additional administrative work will take precedence. Late requests that require additional evaluation of other administrative work will proceed as feasible.** [end addition]

81. Effective July 1, 2006, the Salary Plan for SFMTA is set forth in Appendix C which is attached hereto and is incorporated herein for reference. The plan consists of three (3) pay ranges; A, B, and C. Range A [begin deletion] is [end deletion] [begin addition] **was established as** [end addition] a twenty-five percent (25%) open range. Range B [begin deletion] is [end deletion] [begin addition] **was established as** [end addition] a fifteen percent (15%) open range. Range C [begin deletion] is [end deletion] [begin addition] **was established as** [end addition] a five percent (5%) open range. Adjustment of compensation for individual employees is addressed below.

82. Scheduled Salary Progress in Range A. Subject to the other provisions of this Section, employees placed in SFMTA in Range A [begin deletion] who have been fixed at their compensation level for at least twelve (12) months as of October 7, 2006 ("Fixed Employees") will receive a five percent (5%) increase in pay effective October 7, 2006. Thereafter, such fixed employees shall be eligible for a five percent (5%) increase in pay on October 6, 2007 and October 4, 2008. All other employees placed in SFMTA in Range A [end deletion] will receive a five percent (5%) increase in pay on their anniversary date (anniversary date for their pre-SFMTA class, if applicable, or else their employment anniversary date). Salary progression under this paragraph is not available for employees placed in Ranges B or C.

83. No Progression Above Top of Range A. No employee can receive a salary increase to a level above the top salary available in Range A for the applicable classification [begin addition] **except through the MTAM B & C Adjustment process described herein** [end addition] .

84. Denial of Salary Progression. An employee's scheduled salary progression may be denied if the employee's performance has been unsatisfactory to the SFMTA. The denial of the increase is subject to the grievance procedure, provided, however, that nothing in this section is intended to or shall make performance evaluations subject to the grievance procedure.

85. Range B and C Adjustments. On a ~~quarterly~~ semiannual basis or more often if requested by a member of the Adjustment Committee, the ~~Executive Director/CEO~~ Director of Transportation or Adjustment Committee members may seek approval to place incumbent employees (post-appointment) at a rate of pay in Ranges B and C based on consideration of whether the adjustment would serve one or more of the following purposes: ~~to retain an employee,~~ (i) to move towards internal or external equity (which may include issues of compaction), (ii) to address demonstrated recruitment or retention issues, (iii) to compensate an employee exercising special skill, (iv) to compensate an employee assigned to a special assignment of limited duration (v) ~~or~~ (vi) to address issues of compaction as to reporting relationships. Criteria (vi) will constitute the only circumstance in which an adjustment may result in a rate of pay in excess of Range C.
86. Financial Limitations. The aggregate value of Range B & C adjustments and placement of non-MTAM eligible employees into steps 6 and 7 ~~all such new placements~~ shall not exceed one-half percent (0.5%) of SFMTA/MEA payroll (as defined by the Controller) per fiscal year. Each year, one-half of the allocation for that year shall be available for ongoing wage increases and the remaining one-half of the allocation shall be available for one-time payments. ~~Any unused funds shall roll over and be available for these purposes the following fiscal year.~~
87. Unused annual MTAM B & C funds shall not roll over, however, it is the intent of the parties that allocated funding shall be exhausted each year. Not later than May 15 of each year, the Adjustment Committee will meet and discuss how to distribute any remaining funds. In the absence of an agreement on an alternative, such remaining funds will be distributed equally to employees across the MTA departmental pool, excluding Proposition F appointees.
88. Adjustment Committee. A Committee consisting of the Controller (or designee), ~~a member of the SFMTA Board of Directors~~, the Director of Transportation (or designee) ~~an SFMTA representative~~, and a designated representative of MEA (the Adjustment Committee) will consider the application made by the Executive Director/CEO for placement of incumbent employees at a rate of pay in Ranges B and C. Subject to the applicable financial limitations and criteria, the Adjustment Committee will decide in its sole discretion whether to approve such applications in whole or in part. Decisions of the committee are final and not subject to the grievance procedure. Any confidential personnel information made available to

committee members for purposes of determining decisions of the committee will be maintained in confidence.

Placement in New and Vacant Positions

- ~~75a. For fiscal years 2009-2010 and 2010-2011, the Adjustment Committee shall not meet and no adjustments shall be made. Any unused funds as well as the half percent (0.5%) allocations set forth in paragraph 74 for both fiscal year 2009-2010 and 2010-2011 shall carry over to fiscal year 2011-2012. The Adjustment Committee shall resume meeting in fiscal year 2011-2012.~~
89. Appointments to new and vacant [begin addition] **MEA-represented** [end addition] SFMTA positions [begin addition] **eligible for inclusion shall be classified into MTAM. Appointments** [end addition] shall be to Range A, except as described below.
90. Range A. The [begin addition] **Director of Transportation** [end addition] [begin deletion] ~~Executive Director/CEO~~ [end deletion] may make an appointment at any rate in Range A based on consideration of whether the placement would serve one or more of the following purposes: to move towards internal or external equity (which may include issues of compaction), to compensate an employee possessing special skill or to compensate an employee assigned to a special assignment of limited duration.
91. Ranges B and C. Subject to approval from the Controller, the [begin addition] **Director of Transportation** [end addition] [begin deletion] ~~Executive Director/CEO~~ [end deletion] may request that new employees (to the position) be placed at a rate of pay in Range B or C. [begin addition] **SFMTA will provide notice to MEA of such approvals.** [end addition] Placement in Range B or C shall be based on objectively verifiable criteria in one or more of the following areas:
- Demonstrated recruitment or retention issues,
 - Unusual or extraordinary time-limited assignment,
 - Exceptional or special skills or qualifications which are essential for job performance, or
 - Internal and external equity considerations (which may include issues of compaction).
92. Where appropriate, approval shall be time-limited. Once approved, the employee's rate of pay shall not be increased, except according to the scheduled salary increases specified in Article III. A. Wages.
93. Placement into Ranges B and C is not grievable or appealable.

Rules Applicable to all Employees in the MTAM.

94. Supervisory differential, night duty, and acting assignment pay shall be administered according to traditional practices, except that TEM employees and employees who are placed in range B or C for reasons of an unusual or extraordinary time-limited assignment shall not receive acting assignment pay.
95. For employees who supervise an employee in a lower classification, supervisory differential shall be measured from the supervisee's actual rate of pay or the top of Range A, whichever is higher.
96. Where an employee in an [begin addition] **MTAM** [end addition] [begin deletion] SFMTA ~~M~~ [end deletion] class supervises at least one other employee in the same [begin addition] **MTAM** [end addition] [begin deletion] SFMTA ~~M~~ [end deletion] class, and satisfies the other contractual requirements for supervisory differential, and the supervisor's base rate of pay is less than 5% above the base rate of pay of the highest paid supervisee, the supervisor shall receive [begin addition] **up to** [end addition] an additional 5% [begin addition] **as necessary to ensure that the supervisor is paid 5% more than the employee s/he supervises** [end addition] . [begin deletion] However, if the supervisor supervises only one employee in the same SFMTA ~~M~~ class, the supervisor's rate of pay, including the differential, shall not exceed the top of range ~~C~~. [end deletion]
97. [begin addition] **Compensation for MTAM classes shall not exceed the top of Range C, except as authorized by the Adjustment Committee under Section 88(vi), or upon approval of the Director of Transportation for classes in which exceeding the top of Range C is necessary to ensure a 5% differential in pay between a supervisor and the employee(s) s/he supervises, in which case all other contractual requirements for supervisory differential must be satisfied.** [end addition]
98. [begin deletion] The existing Pay for Performance plan shall continue unless and until the MEA and the SFMTA agree upon a new performance incentive and reward plan.
[end deletion]
Non-SFMTA M Eligible Employees – Extended Range Premium
98. [begin addition] **Those MEA-r** [end addition] [begin deletion] ~~R~~ [end deletion] represented employees [begin addition] **appointed to** [end addition] [begin deletion] ~~in~~ [end deletion] classifications not eligible for [begin addition] **placement into MTAM** [end addition] [begin deletion] SFMTA ~~M~~ [end deletion] who have been at Step 5 in that classification for at least 12 months, may be eligible for a five percent (5%) step increase, to Step 6. Represented employees in classification not eligible for SFMTA who have been at Step 6 in that classification for at least 12 months, may be eligible for a five percent (5%) step increase, to Step 7. Employees shall be eligible to receive this step advancement pursuant to the same

criteria by which SFMTA M eligible employees are appointed to Range B & C as stated in paragraph [begin addition] **88** [end addition] [begin deletion] 74 [end deletion] (Range B and C Adjustments).

Rights Neutrality

99. It is the goal and intention of the SFMTA and the MEA that the MTAM be administered so that the existing civil service rights of permanent civil service employees (e.g. reinstatement, reappointment, “bumping,” and the like) will be maintained. That is, rights that existed prior to implementation of the SFMTA M will neither be expanded nor diminished by such implementation. Appeal rights are through the civil service process.

[begin deletion] — **III.C. REORGANIZATION**

- ~~100. Upon ratification by each PEC member union of MOU amendments implementing this agreement, the SFMTA agrees to rescind all layoffs first noticed for members of that union on or about March 5, 2010. The SFMTA further agrees not to effectuate the plan of Reorganization described in the Mayor’s letter of March 2, 2010 to SFMTA employees (March 2010 Reorganization Plan), and not to implement a reorganization plan similar in scope and impact prior to July 1, 2012. Neither the SFMTA nor any individual employee organization waives its rights or arguments regarding the legality of the March 2010 Reorganization Plan. Upon ratification, each PEC member union agrees to withdraw any pending grievances, administrative (including PERB) charges or litigation containing any claims relating to the March 2010 Reorganization Plan or actions taken or not taken in connection with the plan.~~
- ~~101. Prior to July, 2012, the SFMTA agrees not to effectuate any new reorganization plan that lays off employees in a classification while assigning the work formerly performed by those laid off employees to a similar number of new positions in a classification with a lower pay grade.~~
- ~~102. Prior to July 1, 2012, as required by MMBA and/or MOU, the SFMTA and the union will meet and confer over the impact of any work reorganization that result in a layoff, and will at that time consider whether alternatives to layoffs exist.~~
- ~~103. Nothing in this Agreement shall waive or prejudice the right or position of the SFMTA or any PEC member union with respect to layoffs and rights granted by the Charter, Civil Service Commission, MOU, or state law.~~

[end deletion]

III.D. [begin deletion] Pay for [end deletion] Performance [begin addition] Appraisals

[end addition]

— Fiscal Year 2006-2007

104. [begin deletion] In recognition of the impact of the employee retirement contribution payment

~~on MEA represented employees, the overall City fiscal condition and the extraordinary demands placed on the City's managers during the unprecedented fiscal crisis, during fiscal years 2003-2004 through 2005-2006, and that no MEA represented employee was paid at the 3% pay for performance level provided by the MOU for each applicable year, employees appointed to an MEA represented classification on or before December 31, 2005 who continued to be employed in an MEA classification through June 30, 2006, shall receive a 2% payment on a biweekly basis beginning with the first full pay period in the fiscal year 2006-2007.~~

~~Fiscal Years 2007-2008, 2008-2009, 2009-2010, 2010-2011, and 2011-2012~~

- ~~105. In fiscal year 2007-2008, by the first pay period on or after October 1, 2007, MEA represented employees shall be eligible to receive a one and one half percent (1.5%) lump sum payment, based on base wages earned in a represented classification in fiscal year 2006-2007, subject to the eligibility requirements described in section III. C.~~
- ~~106. In fiscal year 2008-2009, 2009-2010 and 2010-2011 by the first pay period on or after October 1, MEA represented employees shall be eligible to receive a one and one half percent (1.5%) lump sum payment, based on base wages earned in a represented classification in fiscal year 2006-2007, subject to the eligibility requirements described in section III. C.~~
- ~~a. In fiscal year 2010-2011, by the first pay period on or after October 1st, 2010, MEA represented employees shall be eligible to receive a 1.5% lump sum payment based on base wages earned in a represented classification in fiscal year 2009-2010 subject to the eligibility requirements described below. This payment is subject to paragraph 79c above.~~
- ~~b. In fiscal year 2011-2012, by the first pay period on or after October 1st, 2011, MEA represented employees shall be eligible to receive a 1.5% lump sum payment based on base wages earned in a represented classification in fiscal year 2010-2011 subject to the eligibility requirements described below. This payment is subject to paragraph 79c, above.~~

~~[end deletion]~~

- ~~100. The Pay for Performance program shall expire upon close of business, June 30, 2012, and accordingly, there will be no Pay for Performance payment lump sum payment made on October 1st, 2012 or thereafter, [begin addition] **with one exception: Pay for Performance shall be extended to include the lump sum payment for the sole purpose of providing retirement restoration for those individuals who retire prior to July 1, 2012 and whose final or highest year for retirement purposes is 2011-2012 when such lump sum is factored in** [end addition] [begin deletion] consistent with paragraph 79c above [end deletion] .~~
- ~~107. [begin deletion] Employees who commence employment in an MEA represented classification within the prior twelve (12) months (New MEA Employees), and who have been employed in such classifications for at least six (6) months prior to the commencement of the fiscal year~~

~~during which payment is made, shall be eligible to receive one half (1/2) of the pay for performance payment available for existing employees, subject to the eligibility requirements described in the paragraph below.~~

~~108. Eligibility for payments under section III. C. during fiscal years 2007-2008 and 2008-2009 2009-2010 and 2010-2011 shall be based upon Appointing Officer certification of the following terms:~~

- ~~• The employee has received a performance appraisal (evaluating performance) and a performance plan (containing objectives for future performance) during the fiscal year immediately preceding the fiscal year during which payments will be made.~~
- ~~• The employee has completed a performance appraisal and performance plan for all immediate reports during the fiscal year immediately preceding the fiscal year during which payments will be made, except for new immediate reports (i.e. reporting relationship has existed for less than twelve (12) months) as to whom the Appointing Officer certifies the time for completion of a performance appraisal and performance plan has not yet occurred.~~
- ~~• The employee's payment under this section may be denied if the employee's performance during the twelve (12) months prior to the fiscal year during which payments will be made has been unsatisfactory to SFMTA.~~

~~109. The denial of a payment under this subsection is not subject to the grievance procedure.
[end deletion]~~

101. [begin addition] When a represented employee receives a performance appraisal with which s/he disagrees, s/he shall be afforded thirty (30) days to respond to the appraisal in writing. Such response shall be appended to the performance appraisal and maintained in the employee's file. [end addition]

102. Nothing in this section [begin addition] III.D. [end addition] shall make performance appraisals or plans subject to the grievance procedure.

~~103. [begin deletion] Payments made pursuant to this section shall not change or affect an employee's placement in A, B, or C range. Placement and movement in Range A, B, or C shall continue to be governed by Section III.B.~~

~~[end deletion]~~

III.E. Acting Assignment Pay

103. 1. The Appointing Officer assigns duties to employees covered by this Agreement.
[begin deletion] Except for the exclusions set forth in Section 2 below, [end deletion]
[begin addition] Represented [end addition] employees assigned by the Appointing

Officer or designated to perform the full range of essential functions of a position in a higher job code shall receive compensation at a higher salary if all of the following conditions are met:

- a. The assignment shall be in writing.
- b. The position to which the employee is assigned must be a budgeted position.
- c. The employee is assigned to perform the duties of a higher job code for longer than ten (10) consecutive working days.

104. [begin addition] 2 [end addition] [begin deletion] ~~4~~ [end deletion] . Upon written approval by the Appointing Officer, a [begin deletion] ~~an~~ [end deletion] [begin addition] represented [end addition] employee shall be paid a 5% adjustment as long as it does not exceed the maximum range of the class to which temp is ordinarily assigned. If the assignment continues for ninety (90) days or more, the assigned employee shall be compensated at the same rate of pay of the most recent incumbent in the position. The adjustment shall be retroactive to first day of the assignment. Premiums based on percent of salary shall be paid at a rate which includes out of class pay.

105. [begin addition] 3 [end addition] [begin deletion] ~~e~~ [end deletion] . Requests for job code review shall not be governed by this provision.

106. [begin addition] 4 [end addition] [begin deletion] ~~f~~ [end deletion] . Where the above requirements are satisfied, including written notice of the assignment, but an employee does not receive a premium, the employee must file a grievance within thirty (30) calendar days after the first payday when the employee could have been paid the premium.

III.F. Supervisory Differential Adjustment

107. The Appointing Officer may adjust the compensation of a supervisory employee whose schedule of compensation is set herein subject to the following conditions:

108. 1. The supervisor, as part of the regular responsibilities of his/her class, supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or subordinates.

109. 2. The supervisor must actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignment.

110. 3. 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 SFMTA Department of Human Resources.

111. 4. The job codes 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.
112. 5. The compensation range of the supervisor is less than 5% over the compensation range, exclusive of extra pay, of the employee supervised. In determining the compensation schedule of a job code 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 job code.
113. 6. The adjustment of the compensation of the supervisor shall be 5% over the compensation exclusive of extra pay, of the employee supervised. During the term of this agreement, the adjustment to the compensation of the supervisor under this section shall be calculated on the hourly rate of the supervisee effective prior to any concessionary reduction.
114. 7. If the application of this section adjusts the compensation of an employee in excess of his/her immediate supervisor, whose class is covered by this agreement the pay of such immediate supervisor shall be adjusted to an amount \$1.00 bi-weekly in excess of the base rate of his/her highest paid subordinate, provided that the other applicable conditions of this section are also met.
115. 8. In no event will the Appointing Officer approve a supervisory salary adjustment in excess of 10% over the supervisor's current basic compensation. If in the following fiscal year a salary inequity continues to exist, the Appointing Officer may again review the circumstances and may grant an additional salary adjustment not to exceed 10%.
116. 9. The SFMTA Human Resources Department may review any changes in the conditions or circumstances that were and are relevant to the request for salary adjustment under this section.

III.G. IT Supervisory Adjustment

117. Where an employee in class 1071 supervises one or more other employee in class 1071, the supervisor shall receive [begin addition] **up to** [end addition] an additional 5% above the supervisor's base rate of pay [begin addition] **as necessary to ensure that the supervisor is paid 5% more than the employee s/he supervises** [end addition] .

III.H. Adjustments

- 118.** An employee who has acquired permanent status in a position and who is laid off because of lack of work or funds and is re-employed in the same class after such layoff shall be paid the salary attained prior to layoff.
- 119.** An employee who has completed the probationary period in a promotive appointment that is two or more steps higher in an occupational series than the permanent position from which promoted and who is subsequently laid off and returned to a position in an intermediate ranking job code shall receive a salary based upon actual permanent service in the higher job code, unless such salary is less than the employee would have been entitled to if promoted directly to the intermediate job code.
- 120.** Further increments shall be based upon the increment anniversary date that would have applied in the higher job code.
- 121.** An employee who has completed the probationary period in an entrance appointment who is laid off and is returned to a job code formerly held in a permanent basis shall receive a salary based on the highest salary for that range, provided that salary does not exceed his salary before layoff.
- 122.** An employee who has completed the probationary period in an entrance appointment who is laid off and is returned to a job code formerly held on a permanent basis shall receive a salary based upon the original appointment date in the job code to which the employee is returned. An employee who is returned to a job code not formerly held on a permanent basis shall receive a salary step in the salary grade for the job code closest to, but not below, the prior salary amounts, provided that salary shall not exceed the maximum of the salary grade.

III.I. Salary Step Plan and Salary Adjustments (this section applies to Non-MTAM classifications)

1. Appointments

- 123.** Appointments to positions in the SFMTA shall be at the entrance rate established for the position except as otherwise provided herein.
 - a.** Promotive Appointment in a Higher Class
- 124.** An employee or officer who is a permanent appointee following completion of the appropriate probationary period or equivalent hours and who is appointed to a position in a higher job code, either permanent or temporary, deemed to be promotive shall have his/her salary adjusted to that step in the promotive class as follows:

125. 1. The employee shall receive a salary step in the promotive class which is closest to an adjustment of seven and one-half percent (7.5%) above the salary received in the class from which promoted. The proper step shall be determined in the bi-weekly compensation grade and shall not be above the maximum of the salary range of the promotive class.
126. 2. For purposes of this Section, appointment of an employee to a position in any class with a higher salary grade shall be deemed promotive.

b. Non-promotive Appointment

127. When an employee accepts a non-promotive appointment in a job code having the same salary grade or a lower salary grade, the appointee shall enter the new position at that salary step which is the same as that received in the prior appointment. If the salary steps do not match, then the employee shall receive the salary step which is immediately in excess of that received in the prior appointment, provided that such salary shall not exceed the maximum of the salary grade.

c. Appointment Above Entrance Rate

128. Appointments may be made by an appointing officer at any step in the compensation schedule.

d. Flat Rate Converted to Salary Range

129. An employee serving in a class in the prior fiscal year at a flat rate which flat rate is changed to a compensation schedule number during the current fiscal year shall be paid on the effective date of such change the step in the current salary schedule closest to, but not below, the prior flat rate and shall retain the original anniversary date for future increments, when applicable.

e. Continuation of Salary Step Earned Under Temporary Appointment

130. When an employee is promoted under temporary appointment to a higher job code during a prior fiscal year and is continued in the same job code without a break in service in the current fiscal year, or is appointed to a permanent position in the same job code, such appointment shall be in accordance with the provisions of this MOU, provided that the salary shall not be less than the same step in the salary grade the employee received in the immediately prior temporary employment.

2. Step Increases

Advancement Through Salary Steps

131. Full-time employees shall advance to the second step upon completion of six (6) months continuous service and to each successive step upon completion of the one (1) year required continuous service. Part-time regularly scheduled employees shall advance to the second step upon completion of 1040 continuous hours of paid service, and to each successive step upon completion of 2080 continuous hours of paid service.

Salary Anniversary Date Adjustment

132. Permanent employees working under provisional, exempt or temporary appointments in other job codes shall have their salary adjusted in such other job codes when such employees reach their salary anniversary date in their permanent class.

3. Compensation Upon Transfer or Reemployment

a. Transfer

133. An employee transferred from one department to another, but in the same job code, shall transfer at his/her current salary, and if s/he is not at the maximum salary for the class, further increments shall be allowed following the completion of the required service based upon the seniority increment anniversary date in the former department.

b. Reemployment in Same Job Code Following Layoff

134. An employee who has acquired permanent status in a position and who is laid off because of lack of work or funds and is re-employed in the same class after such layoff shall be paid the salary step attained prior to layoff.

III.J. Methods of Calculation

135. Monthly. An employee whose compensation is fixed on a monthly basis shall be paid monthly or bi-weekly in accordance with State Law or other applicable provision. There shall be no compensation for time not worked unless such time off is authorized time off with pay.
136. Bi-Weekly. An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for his/her position for work performed during the bi-weekly payroll period. There shall be no compensation for time not worked unless such time off is authorized time off with pay.
137. Per Diem or Hourly. An employee whose compensation is fixed on a per diem or hourly basis shall be paid the daily or hourly rate for work performed during the bi-weekly payroll period on a bi-weekly pay schedule. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

- 138.** Weekly. An employee whose compensation is fixed on a weekly basis shall be paid bi-weekly for work performed during the bi-weekly payroll period. There shall be no compensation for time not worked unless such time off is authorized time off with pay.
- 139.** Conversion of Annual or Monthly Rates to Bi-Weekly Rates. When rates of compensation provided on an annual or monthly basis are converted to bi-weekly rates for payroll purposes and the resulting amount involves a fraction of a cent, the converted bi-weekly rate shall be adjusted to eliminate such fraction of a cent on the following basis:
- 140.** a. A fraction of less than one-half (1/2) shall be dropped and the amount reduced to the next full cent.
- 141.** b. A fraction of one-half (1/2) or more shall be increased to the next full cent.
- 142.** Daily Rates for Monthly and Bi-Weekly Employees. A day's pay shall be determined by dividing the number of work days in a normal work schedule in a monthly payroll period (including specified holidays) into the monthly salary established for the position, or the amount of a day's pay shall be 1/10th of the compensation of a normal work schedule in a bi-weekly period (including specified holidays).
- 143.** Conversion to Bi-Weekly Rates. Rates of compensation established on other than bi-weekly basis may be converted to bi-weekly rates by the Controller for payroll purposes.

III.K. Work Schedules

1. Regular Work Schedules

- 144.** Regular Work Day. Unless otherwise provided in this Agreement, a regular workday is a tour of duty of eight (8) hours of work completed within not more than twenty-four (24) hours.
- 145.** Regular Work Week. The Appointing Officer shall determine the work schedule for employees in his/her department. A regular work week is a tour of duty of five (5) worked days within a seven day period. However, employees who are moving from one shift or one work schedule to another may be required to work in excess of five working days in conjunction with changes in their work shifts or schedules.

2. Night Duty

- 146.** Employees who, as part of their regularly scheduled work shift, are required to work any hours between (five) 5:00 p.m. and (seven) 7:00 a.m. shall receive a night duty premium. Employees shall be paid eight-and-one-half percent (8.5%) more than the base rate for each hour regularly assigned between 5:00 p.m. and midnight (12:00 a.m.) if the employee works at least one (1) hour of his or her shift between 5:00 p.m. and midnight (12:00 a.m.). Employees shall be paid

ten percent (10%) more than the base rate for each hour regularly assigned between the hours of midnight (12:00 a.m.) and 7:00 a.m. if the employee works at least one (1) hour of his or her shift between midnight (12:00 a.m.) and 7:00 a.m. Excluded from this provision are those employees who participate in an authorized flex-time program where the work shift includes hours to be worked between the hours of (five) 5:00 p.m. and (seven) 7:00 a.m.. Day shift employees assigned to work during the night duty premium hours are not eligible for night duty premium. Payment of this premium shall be made for actual hours worked.

3. Alternate Work Schedule

147. By mutual agreement the SFMTA and the Association may enter into cost equivalent alternate work schedules for some or all represented employees. Such alternate work schedules may include, but are not limited to, core hours flex-time; full-time work weeks of less than five (5) days; or a combination of features mutually agreeable to the parties. Such changes in the work schedule shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as those provided to employees on five (5) day, forty (40) hour a week schedules.

4. Voluntary Reduced Work Week

148. Employees subject to the approval by the Appointing Officer 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.

III.L. Administrative Leave

1. Compensatory Time-Off

149. [begin deletion] No employee covered by this Agreement shall have any right to accrue compensatory time off [end deletion] . [begin addition] **Employees who promote from a job code that is not covered by this Agreement into a job code that is covered by this Agreement and who have unused compensatory time off balances in the prior class shall be permitted to carry forward into the new class earned but unused compensatory time off balances up to a maximum of 240 hours. Except as otherwise provided, covered employees shall have no right to accrue CTO in the future.**

[end addition]

2. Executive Leave

150. Employees in the Executive Management bargaining unit (TEM) are required to work the days and hours necessary to perform the job duties of their position and shall schedule their time accordingly. TEM employees shall receive five days of paid executive leave per year. Up to five (5) days of unused executive leave may be carried over into subsequent

years. Executive leave may only be taken in paid time off in hourly increments and cannot be "cashed out". Employees who are appointed to a position in the TM units from a position in the TEM unit may not transfer unused executive leave to the new position.

3. Administrative Leave

- 151.** Employees in the Management bargaining unit (TM) may earn up to one hundred (100) hours of paid administrative leave (AL) per year under the following conditions:
- 152.** a. The employee must work time in excess of normally scheduled hours in order to earn AL. Such excess hours worked shall be credited toward AL at straight time.
- 153.** b. Accrual or use of AL must be approved in advance by the appointing officer. Approval to accrue or use AL shall not be unreasonably withheld.
- 154.** c. An employee may carry forward up to one hundred (100) hours of earned but unused AL into the next fiscal year.
- 155.** d. Employees shall not maintain balances of more than one hundred twenty (120) hours of AL.
- 156.** e. Administrative leave may only be taken in paid time off in hourly increments and cannot be "cashed out."
- 157.** f. Employees who are appointed to a position in the TEM unit from a position in the TM unit may transfer up to 100 hours of accrued but unused administrative leave to the new position.
- 158.** Where the SFMTA requires a non-TEM unit employee to respond to a page or call during off-duty hours, the time required to do so will be creditable as Administrative Leave.

III.M. Overtime

- 159.** Employees covered by the FLSA or designated by the SFMTA as "non-Z" who are required to work in excess of forty hours per week shall be paid at a rate of one and one-half times the regular base rate, except by mutual agreement such employee may accrue compensatory time at a rate of one and one-half times the overtime hours worked.
- 160.** For purposes of this provision, holidays listed in section III.R. Holidays, of this agreement shall be considered time worked.

III.N. Exceptions to Normal Work Schedules for Which No Extra Compensation Is Authorized

161. 1. Employee job codes designated by the Z symbol are not permitted to earn overtime pay. The Z symbol may be suspended to allow overtime payment, subject to the availability of funds, pursuant to approval of the SFMTA Director of Human Resources. Overtime payments shall be limited to extraordinary circumstances which cannot be anticipated or addressed through normal scheduling and assignment of available personnel.
162. 2. Upon suspension of the Z symbol, employees may not earn or accrue administrative leave.

III.O. Fair Labor Standards Act

163. To the extent that the Agreement fails to afford employees the overtime or compensatory time off benefits to which they are entitled under the Fair Labor Standards Act, the Agreement is amended to authorize and direct all City Departments to ensure that their employees receive, at a minimum, such Fair Labor Standards Act Benefits.

III.P. Call Back

164. Employees (except those at remote locations where SFMTA supplied housing has been offered, or who are otherwise being compensated) who are called back to their work locations following the completion of his/her work day and departure from his/her place of employment, shall be granted a minimum of four (4) hours pay at the applicable rate, whichever is greater. This section shall not apply to employees who are called back to duty when on standby status. The employee's work day shall not be adjusted to avoid the payment of this minimum.

III.Q. Pyramiding of Premiums

165. Each premium shall be separately calculated against an employee's base rate of pay. Premiums shall not be pyramided.

III.R. [begin deletion] Severance [end deletion] [begin addition] Notice or [end addition] Pay [begin addition] in Lieu Thereof

[end addition]

166. 1 [begin deletion] — [end deletion] The SFMTA agrees that when involuntarily removing or releasing from employment a represented employee, the appointing officer will endeavor to inform the employee [begin addition] in writing [end addition] at least thirty (30) calendar days before his/her final day of work. Where the appointing officer fails or declines to inform the employee a full thirty (30) days in advance, the [begin deletion] ~~member~~ [end deletion] [begin addition] employee [end addition] shall receive pay in lieu of the number of days less

than thirty (30) upon which s/he was informed.

[begin addition] Return to an Underlying Position

167. **Notwithstanding the preceding paragraph, an employee who has permanent civil service status in a position and who returns to that position according to the Civil Service Rules upon involuntary separation from his or her MEA position will be entitled to receive as pay in lieu of notice, for the time prescribed above, the difference between the pay of his or her former MEA position and his or her pay in the underlying PCS position.** [end addition]

[begin addition] **III.S. Severance Pay**

Employees Without Underlying Rights

[end addition]

168. [begin deletion] 2.— [end deletion] In addition to [begin addition] **any pay in lieu of notice to which a represented employee may be entitled** [end addition] [begin deletion] paragraph (1.) [end deletion] , except as provided otherwise in this section, the SFMTA agrees that when involuntarily removing or releasing from employment a represented employee, the employee shall also receive one (1) week's severance pay for each full year worked, up to a maximum of twenty-six (26) weeks, in exchange for a release signed by the employee and MEA of any and all claims arising out of employee's employment or termination of that employment (including claims arising under this Agreement) that the employee or MEA may have against the SFMTA including any officer or employee thereof.

169. This release shall be in a form acceptable to the SFMTA and shall include a waiver of any rights the employee may have to return to City employment (e.g., holdover roster), a waiver of Section 1542 of the California Civil Code and a waiver of claims under the Age Discrimination in Employment Act. The release shall exclude the right to grieve the proper amount of [begin addition] **notice or** [end addition] severance pay due under [begin addition] **Section III.R. or** [end addition] this [begin addition] **S** [end addition] [begin deletion] s [end deletion] ction [begin addition] **III.S** [end addition] . [begin addition] **and Retirement Restoration pay, if applicable, under Section III.BB. Failure by the City to provide a general release within the required notice period as prescribed above (including any paid period of notice) will result in an automatic extension of the paid notice period until the release has been provided.** [end addition]

[begin addition] Employees with Underlying Rights

[end addition]

- [begin deletion] 3.— [end deletion] Except as provided otherwise in this section, in the event a represented employee is involuntarily returned to a permanent job code, that employee may elect to separate from City Service and shall receive one week's severance pay for each full

year worked, up to a maximum of 26 weeks, in exchange for a release signed by the employee and MEA of any and all claims arising out of employee's employment or termination of that employment (including claims arising under this Agreement) that the employee or MEA may have against the SFMTA including any officer or employee thereof. This release shall be in a form acceptable to the SFMTA and shall include a waiver of any rights the employee may have to return to City employment (e.g., holdover roster), a waiver of Section 1542 of the California Civil Code, and a waiver of claims under the Age Discrimination in Employment Act. The release shall exclude the right to grieve the proper amount of [begin addition] **notice or [end addition] severance pay due under [begin addition] Section III.R. or [end addition] this [begin deletion] § [end deletion] [begin addition] S [end addition] ection [begin addition] III.S. and Retirement Restoration pay, if applicable, under Section III.BB. Failure by the City to provide a general release within the required notice period as prescribed above (including any paid period of notice) will result in an automatic extension of the paid notice period until the release has been provided [end addition] .**

170. [begin deletion] Failure to provide a General Release within the thirty (30) day notice period or within the sixty (60) day period in the case of a layoff, will result in an automatic thirty (30) day notice period extension.
[end deletion]
170. [begin addition] **SFMTA agrees to provide MEA with a current template for the release applicable to standard severance cases. This template may be updated as determined by SFMTA. When such changes occur, SFMTA will promptly provide an updated release template to MEA.**
171. **In order to receive severance pay, an eligible employee or MEA must notify the Appointing Officer or his/her designee that s/he elects to receive severance pay within thirty (30) days of notification of involuntary release or removal from employment.**
[end addition]
172. Payment of severance is dependent upon approval by the Appointing Officer, Controller and the SFMTA Human Resources Director. Approval will be based on a good faith consideration of whether the employee's removal or release was involuntary, was initiated by the Appointing Authority, and was in the best interests of the SFMTA, and whether the termination of employment was based on conduct involving misappropriation of public funds or property, misuse or destruction of public property, mistreatment of persons, or acts which would constitute a felony or misdemeanor.
173. [begin addition] **Any employee accepting severance pay is ineligible to be appointed to City service under Charter Section A8.511 (a Proposition F appointment) in the department from which he or she was released for two years from the date of release.**
[end addition]
174. [begin deletion] 5.— For purposes of this section, an employee who receives notification from the City that he or she is eligible for early retirement benefits under Charter Section A8.401

~~and who thereafter elects to retire and accept benefits under Charter Section A8.401 shall not be eligible for severance pay under this section.~~

[end deletion]

III.T. Holidays

1. Recognized Holidays

174. Except when normal operations require, or in an emergency, employees shall not be required to work on the following days hereby declared to be holidays for such employees:

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)
July 4 (Independence Day)
The first Monday in September (Labor Day)
The second Monday in October (Columbus Day)
November 11 (Veteran's Day)
Thanksgiving Day
The day after Thanksgiving
December 25 (Christmas Day)

175. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.

176. The SFMTA shall accommodate religious belief or observance of employees as required by law.

177. Five additional floating days off to be taken on days selected by the employee subject to prior scheduling approval of the appointing officer. Floating Holidays may be taken in hourly increments up to and including the number of hours contained in the employee's regular shift. Employees (both full-time and part-time) must complete six (6) months continuous service to establish initial eligibility for the floating days off. Employees hired on an as-needed, part-time, intermittent or seasonal basis shall not receive the additional floating days off. Floating holidays received in one fiscal year but not used may be carried forward to the next succeeding fiscal year. The number of floating holidays carried forward to a succeeding fiscal year may not exceed the total number of floating holidays received in the previous fiscal year. No compensation of any kind shall be earned or granted for floating days off not taken.

178. **[begin addition] Employees shall receive a one-time award of two (2) additional floating holidays in Fiscal Year 2012-2013, which shall be administered in the same manner as the floating holidays in the immediately preceding paragraph. [end addition]**

[begin deletion] Floating Holidays

~~Effective July 1, 2010 for FY 2010-11, in recognition of the value of wage concessions during the year, “new plan” employees shall receive a one time addition of twelve (12) floating holidays for one year, which shall be administered in the same manner as the floating holidays in paragraph 179 above. However, these floating holidays will be awarded on a quarterly basis (i.e. three floating holidays will be allotted in first full pay period beginning on July 1st, October 2nd, January 8th, and April 16th of the fiscal year). The parties agree that employees may be required to take no more than five of the floating holidays for the four working days between December 25, 2010 and January 1, 2011, and one day for the day prior to Thanksgiving 2010, when the SFMTA has implemented Minimum Staffing Days.~~

~~Effective July 1, 2011 for FY 2011-12, in recognition of the value of wage concessions during that year, “new plan” employees shall receive a one time addition of twelve (12) floating holidays for one year, which shall be administered in the same manner as the floating holidays in paragraph 179 above, with the exception that they must be used in daily or hourly increments. These floating holidays will be on a quarterly basis (i.e. three floating holidays will accrue in first full pay period on July 1st, October 1st, January 7th, and April 14th of the fiscal year). If the number of unpaid furlough days (or equivalent) for the year is reduced by operation of the provisions of Section III A, paragraph 79 (d) above, the number of additional floating holidays will be reduced in a corresponding manner. The parties agree that employees may be required to take no more than five of the floating holidays for the four days working days between December 25, 2011 and January 1, 2012, and one day for the day prior to Thanksgiving 2011, when the SFMTA has implemented Minimum Staffing Days.~~

~~“Old Plan” employees shall receive a one time addition of seven (7) floating holidays per year during the same two year time period.~~

- 179.** ~~[end deletion] Notwithstanding the [begin deletion] paragraphs [end deletion] [begin addition] limitations [end addition] above, any unused floating holidays [begin addition] including those granted as a result of prior concessions, [end addition] accrued [begin deletion] from July 1, 2010 [end deletion] through June 30, 201 [begin deletion] 2 [end deletion] [begin addition] 3 [end addition] may be carried over to be used in FY 2012-13, FY 2013-14 and FY 2014-15.~~
- 180.** During ~~[begin deletion] FY 2010-11, FY 2011-12, [end deletion] FY 2012-13, FY 2013-14 and FY 2014-15, floating holidays must be used before vacation days or hours are taken; provided however that this limitation (i.e., use of floating holidays before vacation) will not apply in cases in which use of the floating holiday will cause a loss of vacation due to the accrual maximums. Except for days taken during Minimum Staffing days, floating holidays are to be scheduled per mutual agreement, based on operational needs of the department.~~

[begin deletion] Minimum Staffing Days (MSDs)

~~The SFMTA will evaluate divisions or work units for which minimum staffing days are appropriate. Minimum staffing days may take the form of complete closures or minimum staffing. On or before August 1, 2010 and August 1, 2011, the SFMTA will notify the PEC which divisions/units have been slated for Minimum Staffing days and/or reduced staffing. If the PEC has any concerns regarding the list, it must make its concerns known to SFMTA Labor Relations within fourteen (14) calendar days. SFMTA Labor Relations agrees to discuss any concerns raised by the PEC via this process. If the PEC finds SFMTA's response inadequate, it may elevate its concerns to the Mayor, who will be the final arbiter of any such dispute. The Minimum Staffing Days currently identified and agreed to by the SFMTA and the PEC are the non-holiday work days between Christmas and New Years and the Wednesday prior to the Thanksgiving weekend five (5) days.~~

[end deletion]

~~179a. For the period June 30, 2009 through Fiscal Years 2009-2010, 2010-2011, and 2011-2012, the prohibition on compensation earned or granted for floating days off not taken shall be suspended. During the years noted, unused floating holidays will be paid out upon separation.~~

181. Employees who have established initial eligibility for floating days off and subsequently separate from SFMTA employment, may at the sole discretion of the appointing authority, be granted those floating day(s) off to which the separating employee was eligible and had not yet taken off.
182. 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 shall be a holiday.
183. For those employees assigned to a work week of Monday through Friday, and 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 his/her jurisdiction on such preceding Friday so that said public offices may serve the public as provided in Section 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. The SFMTA shall provide one week's advance notice to employees scheduled to work on the observed holiday, except in cases of unforeseen operational needs.

2. In-Lieu Holidays

184. **[begin addition] An employee required by his/her Appointing Officer to work on any of the above specified holidays is entitled to an in-lieu holiday to compensate for the holiday**

worked, to be scheduled as described below. [end addition]

- 185. Requests for in-lieu holidays shall be made to the appropriate management representative within thirty (30) days after the holiday is earned and must be taken within the fiscal year.
- 186. In-lieu days will be assigned by the appointing officer or designee if not scheduled in accordance with the procedures described herein.
- 187. An in-lieu holiday can be carried over into the next fiscal year only with the written approval of the appointing officer.

[begin deletion] 3. ~~Holiday Compensation for Time Worked~~

- ~~188. Employees required by their respective Appointing Officers to work on any of the above-specified or to substitute holidays excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation of one (1) additional day's pay at time and one half (1-1/2) the usual rate in the amount of twelve (12) hours' pay for eight (8) hours worked or a proportionate amount if less than eight (8) hours worked; provided, however, that at an employee's request and with the approval of the appointing officer, an employee may be granted compensatory time off in lieu of paid overtime.~~
- ~~189. Employees occupying positions which are exempt from the FLSA (Executive, administrative and professional) shall not receive extra compensation for holiday work but may be granted time off at the straight time rate.~~

[end deletion] 4. Holidays for Employees on Work Schedules Other Than Monday Through Friday

- 188. 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.
- 189. 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.
- 190. Non-FLSA exempt employees required to work on a holiday which falls on a Saturday or Sunday shall receive holiday compensation for work on that day. Holiday compensation shall not then be additionally paid for work on the Friday [begin deletion] ~~preceding~~ [end deletion] [begin addition] **preceding** [end addition] a Saturday holiday, nor on the Monday following a Sunday holiday.
- 191. The provisions of this section shall apply to part-time employees on a pro-rata basis.

192. If the provisions of this section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, s/he 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 less holidays than an employee on a Monday through Friday work schedule.

5. Holiday Pay for Employees Laid Off

193. An employee who is laid off at the close of business the day before a holiday who has worked not less than five (5) previous consecutive workdays shall be paid for the holiday at their normal rate of compensation.

6. Employees Not Eligible for Holiday Compensation

194. Persons employed for holiday work only, or persons employed on a part-time work schedule which is less than twenty (20) hours in a bi-weekly pay period, or persons employed on an intermittent part-time work schedule (not regularly scheduled), or persons employed on as-needed, seasonal or project basis for less than six (6) months continuous service, or persons on leave without pay status both immediately preceding and immediately following the legal holiday shall not receive holiday pay.

7. Part-time Employees Eligible for Holidays

195. Part-time employees who regularly work a minimum of twenty (20) hours in a bi-weekly pay period shall be entitled to holiday pay on a proportionate basis.

196. Regular full-time employees are entitled to 8/80 or 1/10 time off when a holiday falls in a bi-weekly pay period, therefore, part-time employees, as defined in the immediately preceding paragraph, shall receive a holiday based upon the ratio of 1/10 of the total hours regularly worked in a bi-weekly pay period. Holiday time off shall be determined by calculating 1/10 of the hours worked by the part-time employee in the bi-weekly pay period immediately preceding the pay period in which the holiday falls. The computation of holiday time off shall be rounded to the nearest hour.

197. The proportionate amount of holiday time off shall be taken in the same fiscal year in which the holiday falls. Holiday time off shall be taken at a time mutually agreeable to the employee and the appropriate employer representative.

III.U. Vacation

198. Award and accrual of vacation benefits shall be as specified in the Administrative Code, and

may not be changed during the duration of this Agreement without the concurrence of the Association.

199. [begin addition] For informational purposes only, portions of Article II of the Administrative Code are found at Appendix D. [end addition]

III.V. Sick Leave

1. Accrual

200. Award and accrual of sick leave benefits shall remain unchanged during the period of this Agreement. In addition, during the term of this agreement, no changes in sections of Civil Service Commission Rule 120 and 420 bargainable and arbitrable pursuant to Charter Section A8.409-3 may be implemented without the concurrence of the Association.

201. [begin addition] For informational purposes only, Civil Service Rule 420 prescribes the following rate of accrual for covered employees: [end addition]

[begin addition] “Sick leave with pay credits shall be earned at the rate of .05 hours for each hour of regularly scheduled paid service excluding overtime exceeding forty (40) hours per week and holiday pay, except that an employee on disability leave shall earn sick leave with pay credits at the normal rate.”

[end addition]

2. Sick Leave with Pay Limitation

202. 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 so as to equal the net amount the employee would have earned for a regular work schedule minus premium pay adjustments. 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.

203. [begin addition] Should the Civil Service Commission amend the Civil Service Rules to allow eligible employees covered by this Agreement to access their sick leave with pay credits after three continuous months of regularly scheduled paid service instead of requiring six continuous months of such service, San Francisco Administrative Code Chapter 12W Paid Sick Leave Ordinance shall be deemed expressly waived in its entirety by the Union. [end addition]

204. [begin addition] Bereavement leave is administered according to Civil Service Rule 420,

portions of which are repeated below for informational purposes only:

Under the following circumstances and subject to the following conditions, an employee is permitted to use sick leave for bereavement:

Absence because of the death of the employee's spouse or domestic partner, parents, step parents, grandparents, parents-in-law or parents of a domestic partner, sibling, child, step child, adopted child, a child for whom the employee has parenting responsibilities, aunt or uncle, legal guardian, or any person who is permanently residing in the household of the employee. Such leave shall not exceed three (3) working days and shall be taken within thirty (30) calendar days after the date of death; however two (2) additional working days shall be granted in conjunction with the bereavement leave if travel outside the State of California is required as a result of the death.

For absence because of the death of any other person to whom the employee may be reasonably deemed to owe respect, leave shall be for not more than one (1) working day; however, two (2) additional working days shall be granted if travel outside the State of California is required as a result of the person's death.

[end addition]

III.W. HEALTH PLAN SAVINGS

1. EMPLOYEE HEALTH CARE

[begin deletion] ~~201 Fiscal Year 2011-12 and Thereafter~~

~~The SFMTA will participate in the and the PEC will establish a City wide labor management committee formed to begin meeting no later than October 1, 2010, concluding before December 31, 2010 to identify changes to MOU negotiated premium payments that would be anticipated to yield approximately \$3 million in savings annually in the City's employee health care cost, beginning Fiscal Year 2011-12.~~

~~Should the committee not reach mutual agreement on another option, the following goes into effect: for Fiscal Year 2011-12 and thereafter, for all employees enrolled in the City Plan in the medically single/Employee Only category, the SFMTA's contribution will be capped at an amount equivalent to the cost of the second highest cost plan for medically single/Employee-Only enrollees. Employees who elect to enroll in the City plan in this category must pay the difference between the capped amount of the City plan described above and the cost of City plan coverage in the medically single/Employee Only category.~~

[end deletion]

~~III.W. Wellness Program~~

~~202. [begin deletion] The SFMTA shall implement a “wellness program.” The Wellness Program shall be discontinued effective June 30, 2010.~~

~~203. Effective July 1, 2002, any fulltime employee leaving the employment of the City upon service or disability retirement may receive payment for a portion of sick leave earned but unused at the time of separation.~~

~~204. The amount of this payment shall be equal to two percent (2 ½ %) of sick leave balances earned but unused at the time of separation times the number of whole years of continuous employment times an employee’s salary rate, exclusive of premiums or supplements, at the time of separation. Vested sick leave hours, as described by CSC rules, shall not be included in this computation.~~

~~205. Example of calculation:~~

~~[end deletion] Employee A retires with 20 years of service.~~

~~Employee A has a sick leave balance of 500 hours.~~

~~Employee A has a base salary rate of \$25.00 per hour at the time of separation.~~

~~Wellness incentive = 2 ½ % for each year of service x 20 years of service = 50%~~

~~50% x 500 hours = 250 hours~~

~~250 hours x \$25.00 (base salary rate at time of separation) = \$6,250.00~~

~~206. [begin deletion] The number of hours for which an employee may receive cash payment shall not exceed one thousand forty (1040), including any vested sick leave hours.~~

~~207. This wellness incentive bonus shall not be considered as part of an employee’s compensation for the purpose of computing retirement benefits.~~

~~208. Effective July 1, 2008, employees must have at least three hundred (300) hours of accrued sick leave as of the last day of employment in order to be eligible to receive the benefits of the wellness program.~~

~~[end deletion]~~

III. X. State Disability Insurance (SDI)

205. Upon a statement of a majority of members of a job code covered by this Agreement requesting that they be enrolled in the State Disability Insurance Program, the Department of Human Resources shall immediately take any and all necessary action to enroll such job code and all employees therein, in accordance with Administrative Code Section 16.9-31.

206. Employees enrolled in SDI prior to July 1, 2001, shall continue to be enrolled whether or not their job code is enrolled, provided however that if such an employee changes his or her job

code on or after January 1, 2002, his or her enrollment status will be determined by job code.

207. **[begin addition] Notwithstanding the above provisions, all employee who enter the MEA bargaining unit on or after July 1, 2012 will be enrolled in the State Disability Insurance Program. [end addition]**

208. Upon request by the Association, the SFMTA shall meet to discuss the implementation of SDI for MEA represented classes and units during the term of this agreement.

III.Y. Unpaid Furloughs

209. There shall be no mandatory unpaid administrative leave (furlough) for represented employees.

III.Z. Management [begin addition] Flex Spending [end addition] Compensation Package

210. **[begin addition] For Fiscal Years 2012-2013 and 2013-2014, t [end addition] [begin deletion] F [end deletion] he SFMTA shall contribute [begin addition] the following based on the employee's enrollment status with the Health Service System: [end addition] [begin deletion] the greater amount of \$225 per month or 75% of the dependent rate charged to employees for Kaiser coverage at the dependent plus two or more level, including any additional charges assessed to Health Service System members by vote of the Health Services Board [end deletion] .**

[begin addition] Employee Only or Unenrolled: \$726.04 per month through December 31, 2014, and 65% of the dependent rate charged to employees for Kaiser coverage at the dependent plus two or more level thereafter, including any additional charges assessed to Health Service System members by vote of the Health Services Board.

Employee plus 1: 75% of the dependent rate charged to employees for Kaiser coverage at the dependent plus two or more level including any additional charges assessed to Health Service System members by vote of the Health Service Board.

Employee plus 2 or more: 75% of the dependent rate charged to employees for Kaiser coverage at the dependent plus two or more level including any additional charges assessed to Health Service System members by vote of the Health Service Board.

[end addition]

211. The Management Cafeteria Plan benefit year will correspond with the benefit plan year for all other Health Service System members.

212. A plan year may be modified by mutual agreement. Such agreement must be confirmed in writing.
213. The elements of this package shall include but are not limited to: dependent health care, DCAP, disability insurance, term life insurance and other life insurance, accident insurance, and other authorized mutually agreed benefits. Specific plan design shall be subject to administrative feasibility and shall be determined in consultation with the Association. The benefits plan shall conform to provisions of IRS Code Section 125.
214. The SFMTA agrees to maintain health and dental benefits at present levels for the life of the Agreement.
215. [begin addition] 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.
[end addition]
216. The SFMTA acknowledges its obligation to provide the cafeteria plan and its benefits. If the SFMTA is responsible for a violation of this section (III.Y), the SFMTA acknowledges that it is responsible to make the affected member whole, which may include providing the covered benefits described in the plan at issue or reimbursing the member for the cost of providing those benefits, as appropriate. The MTA agrees to make best efforts to expedite resolution of problems and disputes arising under this section.

III.AA. Provisional, Temporary and Temporary Exempt Eligibility for Health Service System

217. Provisional, temporary and temporary exempt employees who have served more than 1,040 hours of continuous service, whose regular work week at the time of inclusion in the system is not less than twenty (20) hours, shall be eligible for membership in the Health Service System (health plan coverage).

III.BB. Retirement

218. 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 an MOU does not specify that a certain item of compensation is excluded from retirement benefits should not be construed to mean that the item is included by the Retirement Board when calculating retirement benefits.
219. [begin deletion] ~~Effective July 1, 2006,~~ [end deletion] [begin addition] **R** [end addition] represented employees who are members of SFERS agree to pay their own employee retirement

contribution [begin addition] **to SFERS** [end addition] [begin deletion] in an amount equal to seven and one half percent (7.5%) of covered gross salary [end deletion] . For employees who became members of SFERS prior to November 2, 1976 (Charter Section A8.509 Miscellaneous Plan), the SFMTA shall pick up [begin deletion] the remaining [end deletion] one-half percent (0.5%) of the [begin deletion] total eight percent (8%) [end deletion] employee retirement contribution to SFERS.

220. **[begin addition] The following is provided for informational purposes only. The Charter currently mandates a 7.5% contribution for SFMTA service-critical employees who became members of SFERS on or after November 2, 1976, and 8.0% for SFMTA service-critical employees who became members of SFERS prior to November 2, 1976. In addition, it provides for an increase or decrease to those contributions based upon the City's contribution to SFERS:**

<u>Employer Contribution Rate for Comparable SFERS Employees</u>	<u>\$50k < Misc < \$100k</u>	<u>Misc Safety >\$100k</u>	<u>Safety</u>
<u>0%</u>	<u>(4.0%)</u>	<u>(5.0%)</u>	<u>(6.0%)</u>
<u>0.01% - 1.0%</u>	<u>(4.0%)</u>	<u>(4.5%)</u>	<u>(5.0%)</u>
<u>1.01% - 2.5%</u>	<u>(3.75%)</u>	<u>(4.25%)</u>	<u>(4.75%)</u>
<u>2.51% - 4.0%</u>	<u>(3.5%)</u>	<u>(4.0%)</u>	<u>(4.5%)</u>
<u>4.01% - 5.5%</u>	<u>(2.5%)</u>	<u>(3.0%)</u>	<u>(3.5%)</u>
<u>5.51% - 7.0%</u>	<u>(2.0%)</u>	<u>(2.5%)</u>	<u>(3.0%)</u>
<u>7.01% - 8.5%</u>	<u>(1.5%)</u>	<u>(2.0%)</u>	<u>(2.0%)</u>
<u>8.51% - 10.0%</u>	<u>(1.0%)</u>	<u>(1.5%)</u>	<u>(1.5%)</u>
<u>10.01% - 11.0%</u>	<u>(0.5%)</u>	<u>(0.5%)</u>	<u>(0.5%)</u>
<u>11.01% - 12.0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>
<u>12.01% - 13.0%</u>	<u>0.5%</u>	<u>0.5%</u>	<u>0.5%</u>
<u>13.01% - 15.0%</u>	<u>1.0%</u>	<u>1.5%</u>	<u>1.5%</u>
<u>15.01% - 17.5%</u>	<u>1.5%</u>	<u>2.0%</u>	<u>2.0%</u>
<u>17.51% - 20.0%</u>	<u>2.0%</u>	<u>2.5%</u>	<u>3.0%</u>
<u>20.01% - 22.5%</u>	<u>2.5%</u>	<u>3.0%</u>	<u>3.5%</u>
<u>22.51% - 25.0%</u>	<u>3.5%</u>	<u>4.0%</u>	<u>4.5%</u>
<u>25.01% - 27.5%</u>	<u>3.5%</u>	<u>4.0%</u>	<u>4.5%</u>
<u>27.51% - 30.0%</u>	<u>3.75%</u>	<u>4.25%</u>	<u>4.75%</u>
<u>30.01% - 32.5%</u>	<u>3.75%</u>	<u>4.25%</u>	<u>4.75%</u>
<u>32.51% - 35.0%</u>	<u>4.0%</u>	<u>4.5%</u>	<u>5.0%</u>
<u>35.01% +</u>	<u>4.0%</u>	<u>5.0%</u>	<u>6.0%</u>

Please consult the Charter for complete information and updates.

[end addition]

221. Any SFMTA pickup of an employee's [begin addition] **mandatory** [end addition] contributions shall not be considered as a part of an employee's compensation for the purpose of computing straight time earnings 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.

222. Retirement Restoration

For employees who retire prior to July 1, 2013 and whose final compensation for retirement purposes is impacted by the concessions described [begin addition] **in Fiscal Years 2010-2011 or 2011-2012** [end addition] in Section III [begin addition] **A** [begin addition] **paragraph 79** [begin addition] **of the parties' 2006-2012 Agreement,** [end addition] the SFMTA will make available restoration pay in a lump sum equivalent to the pensionable value of the wage reduction or wage increase deferral described in [begin addition] **paragraph 79 of that Agreement** [end addition] [begin deletion] See.HHA [end deletion] for the period used by the applicable retirement system to determine the employee's final compensation for retirement purposes (Final Compensation Period). [begin deletion] Retirement restoration will include payouts of vacation and vested sick leave at the employee's normal (pre-reduction or non-wage deferred) hourly rate, although nothing herein requires the San Francisco Employees Retirement System, or any applicable retirement system, to include payouts of vacation or vested sick leave in retirement calculations.

[end deletion]

Should employees who retire prior to July 1, 2013 wish to receive retirement restoration, they must, at least thirty (30) days prior to the last date of employment, agree to re-designate any floating holidays they have taken during the Final Compensation Period in excess of five (5) to vacation days upon retirement. Due to the mix of concessions, of the twelve (12) floating holidays described in paragraph 179 [begin addition] **of the parties' 2006-2012 Agreement** [end addition], the maximum number of floating holidays re-designated as vacation days shall be nine (9) for "new plan" employees. This re-designation shall not apply to floating holidays carried over from a prior fiscal year. Once they have taken five (5) floating holidays during the Final Compensation Period, such employees will not be eligible to take any floating holidays during the last 30 days of their employment except for floating holidays accrued before July 1st of the fiscal year in question.

III.CC. Retirement Planning Seminar

223. 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.

- 224. Employees must provide at least two-weeks advance notice of their desire to attend a retirement planning seminar to the appropriate supervisor. An employee shall be release 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.
- 225. All such seminars must be located within the Bay Area.
- 226. This section shall not be subject to the grievance procedure.

III.DD. Life Insurance

- 227. The City shall purchase a \$50,000 life insurance policy for each represented employee. This section shall not diminish any existing rights of MEA represented employees to purchase supplemental coverage through the Management [begin addition] Flex Spending [end addition] Compensation Package.

III.EE. Capital Improvement Program (CIP)

- 228. Employees in classes which directly supervise employees represented by IFPTE Local 21 in classes eligible to participate in the Pilot Capital Project Incentive Program described in the MOU between the City and IFPTE Local 21 ("qualifying employees") shall receive a correlate performance-based monetary incentive.

III.FF. Parental Release Time

- 229. Upon proper advance notification, employees may be granted up to forty (40) hours Parental Leave – two (2) hours of which will be paid leave each semester – each year, to participate in the activities of a school or licensed child day care facility of any of the employee's children. Parental Leave shall not exceed eight (8) hours in any calendar month of the year.
- 230. In order to qualify for Parental Leave, the employee must give reasonable notice to his/her [begin addition] immediate [end addition] supervisor prior to taking [begin addition] the [end addition] time off. If requested by management, the employee must provide written verification from the school or licensed child day care facility that he/she participated in the school/child care related activities on a specific date and at a particular time,
- 231. The employee may utilize existing vacation, executive leave, administrative leave, compensatory time, or personal (unpaid) leave to account for absences after the two (2) paid hours per semester have been used. If both of the child's parents are employed by SFMTA at the same worksite, the entitlement to a planned absence applies only to the parent who first

gives notice.

232. Denial of Parental Leave under this section is not subject to the grievance process.

[begin deletion] III.GG.—*Parking Facilities*

233. ~~*Parking fees for represented employees will be set in accordance with Administrative Code Section 4.24, which states:*~~ [end deletion]

~~*[begin deletion] Where the City provides parking to City employees or to City tenants at facilities under the City's management or control, the City may charge the following monthly fee for parking to those employees or tenants:*~~

~~*The price of a Municipal Railway monthly pass plus \$10.00, or the existing amount being charged as of May 31, 2004, whichever is higher.*~~

~~*This section shall not apply to parking facilities under management or control of the San Francisco Parking Authority, the Airport, or the Port. (Added by Ord. 182 04, File No. 040743, 7/22/2004)*~~

[end deletion]

ARTICLE IV: TRAINING, CAREER DEVELOPMENT AND INCENTIVES

IV.A. Management Training [begin addition] Funds

[end addition]

233. The [begin addition] **SF** [end addition] MTA shall budget \$20,000 each year for the purpose of management training of MEA-represented employees. [begin deletion] ~~Until such funds are exhausted, an employee may utilize up to a maximum of \$2,000 per fiscal year. Upon agreement of the parties, this amount may be supplemented with unspent funds allocated for internal adjustments in accordance with Section III.C.~~ [end deletion]
234. Until such funds are exhausted, an employee may utilize up to a maximum of \$2,000 per fiscal year for tuition, internal or external training programs, professional conferences [begin addition] **executive coaching**, [end addition] and professional association membership [begin addition] **s**, [end addition] *professional software, books, and subscriptions*. Employees may also use [begin addition] **up to \$1,000 of the maximum** [end addition] funds [begin addition] **available to them for the** [end addition] [begin deletion] ~~to~~ [end deletion] purchase [begin addition] **of** [end addition] Personal Digital Assistants, [begin deletion] ~~professional software, books and subscriptions,~~ [end deletion] and laptop computers, to the extent that these items would be used in the performance of their City duties.
235. In addition, subject to approval by the MTA Director of Human Resources and to the extent funds are available, employees may utilize up to \$1,000 of the funds available to them for that fiscal year under this article to pay for [begin deletion] ~~up to one-half of~~ [end deletion] the cost of reasonable and necessary travel and lodging for approved training. Travel reimbursement rates shall be as specified in the Controller's travel policy memo [begin addition] **; however, a \$50 per diem allowance may be submitted when traveling on approved training** [end addition] [begin deletion] ~~. However, Management Training Funds may not be used for food~~ [end deletion] . [begin deletion] ~~A joint MTA-MEA management development committee will be established to develop the program and to decide how to spend the allotted sums.~~ [end deletion] The MTA shall not utilize these funds to supplant existing budgeted training programs. [begin deletion] ~~Funds which are not expended at the end of each fiscal year shall be rolled over into the next fiscal year.~~ [end deletion] [begin addition] **Only Management Training Funds available as of June 30, 2012 shall be rolled over into subsequent fiscal years until such funds are exhausted.** [end addition]
236. [begin addition] **For each fiscal year, the total expenditure of available management training funds, including amounts remaining from prior year allocations, will not exceed 125% of the current annual allocation.** [end addition]

IV.B. Paid Status During Training

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237. Represented employees shall be on paid status when assigned to attend required educational programs scheduled during normal working hours.

IV.C. Reimbursement for Licenses, Certificates, and Professional Memberships

238. The SFMTA shall reimburse members for the cost of required professional licenses, certificates, and memberships.

ARTICLE V: WORKING CONDITIONS

V.A. Health and Safety

239. The SFMTA acknowledges its responsibility to provide a safe and healthful work environment for SFMTA employees. The Association agrees that it shares the responsibility for these efforts, as do SFMTA employees.
240. When an employee, in good faith, believes that a hazardous or unsafe condition exists, 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 Department's Safety Committee and/or Safety Officer. If the Department agrees the assignment is hazardous or unsafe, the employee shall be reassigned, if possible, until the hazard is eliminated. If there is no concurrence, the matter may be submitted to the Grievance Procedure at Step 3 for final resolution. The employee's assignment shall be continued until the dispute is resolved. Employees may be relieved of tasks which pose a threat to their health or safety provided the tasks are not essential functions of the jobs.

Right to Know

241. Material Safety Data sheets shall be available for inspection by employees or their Association representative.

V.B. Mileage Reimbursement

242. Employees shall be reimbursed at the Controller's certified rate per mile when required to use their personal vehicle for SFMTA business.

[begin addition] V.C. _____ [end addition] *Parking Facilities*

243. *Parking fees for represented employees will be set in accordance with Administrative Code Section 4.24 [begin addition] (See Appendix F). [end addition]*

ARTICLE VI: IMPLEMENTATION AND TERM OF AGREEMENT

VI.A. Scope ~~[begin deletion] Θ [end deletion]~~ ~~[begin addition] u [end addition]~~ f Agreement

244. This Agreement sets forth the full and entire understanding of the parties. This Agreement may be modified, but only in writing, upon the mutual consent of the parties.

~~245. [begin deletion] A signed PDF version of the SFMTA MEA MOU will be provided to the MEA.~~

~~[end deletion]~~

VI.B. Savings Clause

245. Should any part hereof or any provisions herein be declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and the remaining portions hereof shall remain in full force and effect for the duration of this Agreement.

VI.C. Omissions and Assumptions

246. Conditions of employment, bargainable and arbitrable pursuant to Charter Section 8.409-3, in effect on the date of this Agreement, which are set forth in the rules and regulations of the Civil Service Commission and Charter, which are not inconsistent with the terms of this Agreement, shall be maintained in full force and effect during the term hereof except as otherwise specifically provided in this agreement except as mutually agreed.

~~[begin deletion] VI.D. — Re-opener~~

~~247. . — It is understood and agreed that no new economic benefits for FY 2010-11 shall become effective prior to December 31, 2010; provided as follows:~~

~~[end deletion]~~

~~(a) — in the event the San Francisco Municipal Transportation Agency negotiates to improve an economic benefit that becomes effective between July 1, 2010 through December 30, 2010, inclusive, for any other miscellaneous SFMTA officers or employees employed in the SFMTA, that economic benefit will be extended to the union's represented employees in a manner consistent with the overall economic agreement between the SFMTA and the union with which it previously agreed,~~

~~(b) — In the event that an arbitration panel acting under the authority of Charter section A8.409-4 awards another union representing miscellaneous employees employed in the SFMTA an economic benefit that becomes effective between July 1, 2010 through~~

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~~December 30, 2010, the SFMTA shall allow the union to reopen its MOU solely for the purpose of proposing that its represented employees should receive an economic benefit in FY 2011-12, in light of the arbitration panel's award on behalf of the other miscellaneous labor organization. Such reopener, if any, shall commence in January 2011, and shall be subject to the timelines and the Charter factors set forth in Charter section A8.409. By entering into this agreement, the SFMTA is not conceding that the union is or should be entitled to a remedy in the event another union receives an economic benefit for the time period described above. The parties also acknowledge that any economic increases so awarded that are based on market-based adjustments or reflect premiums for specific work functions are not necessarily applicable to any other group of employees or to other unions,~~

~~(c) that economic benefits negotiated for or awarded to non-A8.409 employees, so called "miscellaneous safety" or employees whose retirement is with the California Public Employees Retirement System are exempt from this section and do not trigger subsections (a) and (b), above; and~~

~~(d) that any economic benefits negotiated or awarded that become effective on or prior to June 30, 2009 are exempt from this section and do not trigger subsections (a) and (b), above.~~

VI.E. Duration of Agreement

247. This Agreement shall be effective July 1, 20 [begin addition] **12** [end addition] [begin deletion] 06 [end deletion] , and shall remain in full force and effect through June 30, 201 [begin deletion] 2 [end deletion] [begin addition] **4** [end addition] .

In Witness Hereof, the parties have executed this AGREEMENT this ____ day of _____, 20
[begin deletion] 09 [end deletion] [begin addition] 12 [end addition] .

For the S.F. Municipal Transportation
Agency

For the Association

[begin deletion] ~~Nathaniel P. Ford, Sr.~~ [end
deletion] [begin addition] Edward D.
Reiskin
[end addition] [begin deletion] ~~Executive
Director/CEO~~ [end deletion] [begin
addition] Director of Transportation,
SEMTA
[end addition]

Rebecca Rhine
Executive Director
Municipal Executives' Association

[begin deletion] ~~Debra A. Johnson~~ [end
deletion] [begin addition] Donald Ellison
[end addition] [begin deletion] ~~Director,
Administration, Taxis and Accessible
Services~~ [end deletion] [begin addition]
Deputy Director, Human Resources
SEMTA
[end addition]

APPROVED AS TO FORM
DENNIS J. HERRERA, CITY ATTORNEY

Elizabeth Salveson,
Chief Labor Attorney

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Appendix A

Municipal Executives Association Represented Job Codes at SFMTA

Job Code	Title	Unit
1071	IS Manager	TM
1237	Training Coordinator	TM
7123	Parking Meter & Machine Shop Manager	TM
7212	Automotive Transit Equipment Supervisor	TM
7283	Track Maintenance Superintendent	TM
8220	Director, Parking Enforcement	TM
9172	Manager II, MTA	TM
9174	Manager IV, MTA	TM
9175 [begin addition] * [end addition]	Manager I, MTA	TM
9177	Manager III, MTA	TM
9179	Manager V, MTA	TM
9180	Manager VI, MTA	TM
9181	Manager VII, MTA	TM
9182	Manager VIII, MTA	TM
9183	Deputy Director I, MTA	TEM
9185	Chief Operating Officer, Municipal Railway	TEM
9187	Deputy Director II, MTA	TEM
9189	Director of Planning, Municipal Railway	TM
9190	Board Secretary, MTA	TM

[begin addition] ***Classification currently not being utilized.**
[end addition]

Appendix B

Charles Askin

Norman Brand

[begin deletion] ~~Barry Winograd~~

~~Wendy Rouders~~

[end deletion] Alexander “Buddy” Cohn

Ken Silbert

Frank Silver

Matthew Goldberg

[begin addition] Carol Vendrillo

Katherine Thompson

[end addition]

*This list may be amended by mutual agreement. Such agreement must be confirmed in writing.

Appendix C

SFMTA M Pay Rates for Fiscal Year ~~[begin deletion] 2008-2009 [end deletion]~~ **[begin addition]**
2012-2013 ~~[end addition]~~

Rates Effective 12/27/08

Job Code	Title	Range A Low Biweekly	Range A High Biweekly	Range B Low Biweekly	Range B High Biweekly	Range C Low Biweekly	Range C High Biweekly
9172	Manager II, MTA	3,282	4,188	4,189	4,848	4,849	5,090
9174	Manager IV, MTA	3,799	4,848	4,849	5,612	5,613	5,893
9175	Manager I, MTA*	3,041	3,881	3,882	4,492	4,493	4,717
9177	Manager III, MTA	3,520	4,492	4,493	5,200	5,201	5,460
9179	Manager V, MTA	4,075	5,200	5,201	6,019	6,020	6,321
9180	Manager VI, MTA	4,397	5,612	5,613	6,496	6,497	6,821
9181	Manager VII, MTA	4,717	6,019	6,020	6,968	6,969	7,317
9182	Manager VIII, MTA	5,051	6,446	6,447	7,462	7,463	7,835
9183	Deputy Director I, MTA	5,368	6,851	6,852	7,930	7,931	8,327
9187	Deputy Director II, MTA	5,722	7,303	7,304	8,454	8,455	8,877
Other MTA:							
9190	Board Secretary, MTA	4,075	5,200	5,201	6,019	6,020	6,321

~~[begin addition]~~ ***Classification currently not being utilized.**
~~[end addition]~~

Appendix D

[begin deletion] The SFMTA agrees to review and evaluate the FLSA status of employees in class 7283 Track Maintenance Superintendent, SFMTA
[end deletion]

[begin addition] Award and Accrual of Vacation

No employee is entitled to a vacation allowance until the employee has completed one year of continuous service.

For purposes of determining the vacation allowance the anniversary date for an employee shall be the first date of employment in the current period of continuous service.

An employee who has completed one year of service shall accrue vacation allowance at the rate of .0385 of an hour for each hour of qualifying service. An employee who has completed five years of continuous service shall accrue thereafter a vacation allowance at a rate of .0577 of an hour for each hour of paid service. An employee who has completed 15 years of continuous service shall accrue a vacation allowance at a rate of .077 of an hour for each hour of paid service.

No employee shall be credited with more than 2080 hours of paid service in any 12 month period for purposes of computing the vacation allowance.

The maximum number of vacation hours which an employee may accrue is as follows:

[end addition]

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

Appendix E

This Agreement uses the terms “salary grade” and “job code” where the predecessor Agreement used “salary schedule” and “classification.” This change is intended to ensure consistency with the SFMTA’s personnel administration software; it shall not change the substantive meaning of any provision of this Agreement or alter in any way the rights and responsibilities of the parties from the prior Agreement usage.

Appendix F

[begin deletion] ~~SFMTA Performance/Attendance Incentive Pay~~

~~Consistent with Charter Section 8A.100, the San Francisco Municipal Transportation Agency (SFMTA) and the Association agree that employees will be rewarded for the attaining of various service, performance and/or attendance goals.~~

~~The SFMTA Performance and Attendance Incentive Programs apply only to employees in “service-critical” classes at SFMTA.~~

~~The benefits of these programs are only available to “service critical” employees while employed at SFMTA. Employees who leave or transfer out of “service critical” employment at SFMTA lose the benefits of these programs.~~

~~Goal percentage requirements and effective dates for Performance Incentives are updated in June of each year. Information regarding the goals and effective dates will be published and posted on the SFMTA website. Information on qualifying periods, rewards and/or compensation for Attendance Incentives will also be posted on the SFMTA website and/or are available in hard copy upon request of the Association.~~

[end deletion]

[begin addition] For Reference: Administrative Code SEC. 4.24. PARKING FEE FOR CITY PARKING FACILITIES.

[end addition]

Where the City provides parking to City employees or to City tenants at facilities under the City's management or control, the City may charge the following monthly fee for parking to those employees or tenants:

The price of a Municipal Railway monthly pass plus \$10.00, or the existing amount being charged as of May 31, 2004, whichever is higher.

This section shall not apply to parking facilities under the management or control of the San Francisco Parking Authority, the Airport, or the Port. (Added by Ord. 182-04, File No. 040743, 7/22/2004)

[begin deletion] **SIDELETTER**

~~RETIREE MEDICAL BENEFITS~~

~~The City and the Association agree that it is in the interests of the public and all City employees that sufficient funds be made available for the payment of the retiree medical benefits provided by the City Charter. As of January 2007, the City has an obligation to report its unfunded liability for retiree medical benefits, as required by the Governmental Accounting Standards Board. In recognition of these facts, the Association and City agree to participate in a City wide Retiree Health Benefits Committee to study and make recommendations regarding funding of retiree health benefits.~~

[end deletion]

[begin deletion] **SIDELETTER**

~~SUPERVISORY DIFFERENTIAL~~

~~The SFMTA will mirror the City's sideletter on supervisory differential determination.~~
[end deletion]