



**Municipal Transportation Agency**



**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 1021**

**FOR SERVICE CRITICAL CLASSIFICATIONS  
AT THE MUNICIPAL TRANSPORTATION AGENCY**

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[end deletion]

DRAFT

This Collective Bargaining Agreement (hereinafter Agreement) is entered into by the San Francisco Municipal Transportation Agency of San Francisco (hereinafter SFMTA) acting through its designated representatives and the Service Employees International Union, Local 1021 (hereinafter Union).

**ARTICLE I – REPRESENTATION**

**A. RECOGNITION**

Classifications Currently Represented

- The SFMTA acknowledges that the Union has been certified by the Civil Service Commission as the recognized employee representative, pursuant to the provisions as set forth in the SFMTA Employee Relations Operating Resolution, for the service critical classifications listed below.. The provisions of this Agreement shall apply to said employees to the extent authorized by law as provided in Charter Section A8.409-1.

**[begin addition] Effective the close of business June 30, 2012, the classification series 9504 Permit and Citation Clerks, 9506 Senior Permit and Citation Clerks, and 9508 Principal Permit and Citation Clerks shall be transferred to the SFMTA/SEIU bargaining unit, shall be covered by the SFMTA/SEIU contract, and shall be subject to successor bargaining between the SFMTA and SEIU for the “Service Critical” unit.**

[end addition]

CLASS	CLASSIFICATION TITLE
1934	STOREKEEPER
1937	SUPERVISING PARTS STOREKEEPER
1948	CODING SUPERVISOR, PURCHASING DEPT
7454	TRAFFIC SIGNAL OPERATOR
8214	PARKING CONTROL OFFICER
8216	SENIOR PARKING CONTROL OFFICER
9102	TRANSIT CAR CLEANER
9104	TRANSIT CAR CLEANER ASST. SUPERVISOR
9110	FARE COLLECTIONS RECEIVER
9116	SENIOR FARE COLLECTIONS RECEIVER
9117	PRINCIPAL FARE COLLECTIONS RECEIVER
9118	TRANSIT REVENUE SUPERVISOR
9122	TRANSIT INFORMATION CLERK
9124	SENIOR TRANSIT INFORMATION CLERK
9126	TRANSIT CHECKER
9128	SENIOR TRANSIT TRAFFIC CHECKER
9131	STATION AGENT
<b><u>[begin addition] 9504</u></b> <b><u>[end addition]</u></b>	<b><u>[begin addition] PERMIT AND CITATION CLERK</u></b> <b><u>[end addition]</u></b>
<b><u>[begin addition] 9506</u></b> <b><u>[end addition]</u></b>	<b><u>[begin addition] SENIOR PERMIT AND CITATION CLERK</u></b> <b><u>[end addition]</u></b>
<b><u>[begin addition] 9508</u></b> <b><u>[end addition]</u></b>	<b><u>[begin addition] PRINCIPAL PERMIT AND CITATION CLERK</u></b> <b><u>[end addition]</u></b>



Placement of New Classifications

2. Any non-supervisory, new or amended classification or reclassification not claimed by another Union and related to SEIU represented service critical classes shall be automatically assigned to a service critical bargaining unit represented by SEIU. The current practice as established by the SFMTA Employee Relations Operating Resolution will continue for supervisory classes. The Union will be notified within seven (7) calendar days of any such assignments.
3. Whenever a new class is created by the SFMTA Department of Human Resources which is the result of consolidation or splitting off of one or more former classes, and in those instances when the duties and responsibilities of the new class(es) are the same or similar to those of the former class(es), then the bargaining unit assignment and representation shall continue to be the same as for the former class(es) without notice and appeal procedures required by the CSC Rule and provisions of the SFMTA Employee Relations Operating Resolution.
4. Should there be a dispute regarding appropriate Unit assignment of any such classification(s), such dispute shall be resolved in accordance with the grievance and arbitration procedure.

Applicability of the Agreement to All Newly Recognized Classifications

5. The terms and provisions of this Agreement shall also be automatically applicable to any classifications for which the Union has become appropriately recognized during the term of this agreement. Such classifications shall also receive the appropriate differentials and premiums applicable to related classifications.
6. Issues related to classification descriptions shall be subject to the meet and confer process with final review by the Civil Service Commission. Issues related to the effects of classification decisions on hours, wages, terms and conditions of employment shall be subject to negotiations and interest arbitration.

**B. INTENT**

7. It is the intent of the parties signatory hereto that the provisions of this Agreement shall become binding upon adoption or acceptance by the SFMTA and ratification by the general memberships of the Unions of the Joint Council or upon a final decision rendered by an arbitration panel pursuant to the interest arbitration procedure under Charter Section 8.409.
8. Upon adoption, the provisions of this Agreement shall supersede and control over contrary or contradictory Charter provisions, ordinances, resolutions, rules or regulations of the City and the SFMTA to the extent permissible by Charter Section 8.409.
9. In the event the parties reach a tentative agreement, the SFMTA Human Resources Director and the Union negotiating team shall present a full tentative agreement, signed by the SFMTA Human Resources Director and representatives of the Union negotiating team, to the City and the Union general memberships for ratification within sixty (60) days of signing such full tentative agreement together with their recommendations.

10. Pursuant to the provisions of the Meyers-Milias-Brown Act, as amended, the SFMTA agrees to meet and confer with the Union in advance regarding any proposed changes in working conditions within the scope of representation.

**C. MANAGEMENT RIGHTS**

11. Except to the extent there is contained in this Agreement express and specific provision to the contrary, nothing herein shall be construed to restrict any legal city rights concerning direction of its work force, or consideration of the merits, necessity or organization of any service or activity provided by the SFMTA. 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 city's organization and operations. The SFMTA may also relieve 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.
12. However, the exercise of such rights does not preclude represented employees or the union 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.

**D. NO WORK STOPPAGE**

13. It is mutually agreed and understood that during the period this Agreement is in force and effect the Union will not authorize or engage in any strike, slowdown, or work stoppage. Represented employees are also bound by the above. The SFMTA agrees not to conduct a lockout against any of the employees covered by this agreement during the term of this Agreement.

**E. OBJECTIVE OF THE PARTIES**

14. It is agreed that the delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the SFMTA and its employees. Such achievement is recognized to be a mutual obligation of the parties to this Agreement within their respective roles and responsibilities.
15. Recognizing the challenging fiscal realities facing San Francisco and the State of California, the parties agree that in order to preserve City services and employment, they must work cooperatively to identify operational efficiencies, explore additional sources of revenue, and, if necessary, reduce the size of the City workforce through attrition, retraining and reorganization. The parties further agree that it is in their mutual interest to avoid unnecessary reductions in direct public services and to prevent existing City employees from becoming jobless and therefore they mutually agree that they shall focus their efforts to maintain programs and public service jobs to the fullest extent possible

**F. UNION SECURITY**

Application

16. Except as provided otherwise herein, and in accordance with applicable federal, state and local law, the provisions of this Section shall apply to all service critical employees of the SFMTA in all classifications represented by SEIU Locals, 1021 and, , in representation units 1, 2, 4, , when on paid

status, except those mutually designated classifications and mutually designated individual on-call employees who are employed for less than 20 hours per week. The provisions of this Section shall not apply to individual employees of the SFMTA in representation units 1, 2, 4, who have been properly and finally determined to be management employees pursuant to Section 16.208 of the SFMTA Employee Relations Operating Resolution.

17. When the SFMTA Human Resources Director receives a request from a department head to designate position(s) as management, the SFMTA Human Resources Director shall give the Union notice of such request. The Union shall have ten (10) working days within which to request a meeting to discuss the requested designation(s). Upon request of the Union, the SFMTA Human Resources Director and the Union shall meet to discuss the requested designation(s). In accordance with Section 16.208 of the SFMTA Employee Relations Operating Resolution, the SFMTA Human Resources Director shall thereafter approve or disapprove the requested designation(s).
18. If the Union disagrees with such designation(s), the Union may submit the matter to an Administrative Law Judge for hearing and final determination as provided in the SFMTA Employee Relations Operating Resolution. The Union and the SFMTA may jointly request that the assigned Administrative Law Judge have a labor relations background.
19. Designation(s) of position(s) by the SFMTA Human Resources Director as management, for which no challenge has been filed by the Union shall result in termination of agency shop fees if applicable. Challenges of designation(s) by the Union shall result in agency shop fees being placed in escrow until the disagreement is resolved by an Administrative Law Judge. Following final determination by the Administrative Law Judge, the fees shall be dispersed to either the employee or the Union depending on who prevails.

Agency Shop

20. For the term of this Agreement, all current and future employees of the SFMTA as described paragraph 15 above except as set forth below, shall, as a condition of continued employment, become and remain a member of the Union or, in lieu thereof, shall pay a service fee to the Union. Such service fee payment shall not exceed the standard initiation fee, periodic dues and general assessments (hereinafter collectively termed membership fees) of the Union representing the employee's classification. The service fee payment shall be established annually by the Union, provided that such agency shop service fee will be used by the union only for the purposes of collective bargaining, contract administration and pursuing matters affecting wages, hours and other terms and conditions of employment.

Religious Exemption

21. If an employee in a classification covered by this agreement sincerely holds religious beliefs that include conscientious objections to joining or financially supporting a labor organization, the employee shall not be required to pay the service fee. In lieu of paying the service fee, the employee shall pay a charitable contribution equal to the service fee to one of the three following charitable organizations: (1) United Way of the Bay Area, (2) Community Health Charities of California (San Francisco/East Bay Branch), or (3) Local Independent Charities. The charitable-contribution shall be paid in the amounts and at the times the service fee would otherwise be paid if the employee were not exempt under this paragraph. The employee shall provide the City and the Union with an

acknowledgement of receipt from the charitable organization or other satisfactory evidence that the charitable contribution has been paid.

Payroll Deductions

22. The Union shall provide the SFMTA Human Resources Director and the SFMTA Controller with a complete list of the SFMTA classifications subject to this Section represented by each constituent union of the SEIU Joint Council and a current statement of membership fees. Such list of represented classifications and statement of membership fees shall be amended as necessary. The Controller may take up to 30 days to implement such changes. The Controller shall make required membership fee or service fee payroll deductions solely for the Union representing the employee's classification as designated on the list submitted by the Union. An employee may, on a voluntary basis, request a payroll deduction for Union membership in another SEIU Local Union, in addition to the service fee deduction.
23. Each pay period, the Controller shall make membership fee or service fee deductions, as appropriate, from the regular periodic payroll warrant of each SFMTA employee described paragraph 15 above.
24. Service fees from nonmembers shall be collected by payroll deduction pursuant to Administrative Code Section 16.90. Failure to comply with this Section shall be grounds for termination. The Union, at its option, may elect to waive its right to demand termination and instead utilize judicial process to compel payment.
25. Effective with the first complete pay period worked by an employee newly employed in a classification described in paragraph 15 above and each pay period thereafter, the Controller shall make membership fee or service fee and initiation deductions, as appropriate, from the regular payroll warrant of each such employee.
26. Nine (9) working days following payday the Controller will promptly pay over to the appropriate Union all sums withheld for membership or service fees. The Controller shall also provide with each payment a list of employees paying service fees. All such lists shall contain the employee's name, employee number, classification, department number and the amount deducted. A list of all employees in represented classes shall be provided to the Union monthly.
27. Nothing in this Section shall be deemed to have altered the SFMTA's current obligation to make insurance program or political action deductions when requested by the employee.
28. The union shall be entitled to collect, through the payroll deduction method, membership dues, COPE deductions, and any special membership assessments, and through that system, may make changes as may be required, from time-to-time. The Union shall give the Controller appropriate written notice of any changes in existing deductions, or the establishment of new bases for deduction.
29. At the time of fingerprint processing, the City will provide new permanent and provisional employees in those classifications identified by the Union as being subject to agency fees, with a Union-provided packet of information regarding the Union and agency shop. The Union will provide this information in sealed envelopes, one of which will be distributed to each new employee.

The City may advise such employees that the packet is being provided pursuant to a Memorandum of Understanding with the Union and the contents are neither known nor endorsed by the City.

Employees Exempt from Agency Shop

30. Employees covered by this Agreement not subject to the agency shop requirement set forth above and who have voluntarily joined the Union shall, for the administrative convenience of the parties, be permitted to revoke an authorization for the deduction of union dues during the month of January of any year only. Any request for such revocation shall be delivered in person to the Office of the Controller or may be sent by U.S. Mail to the Controller, [begin addition] **Payroll/Personnel Service Division (PPSD), One South Van Ness Avenue, 8<sup>th</sup> Floor, San Francisco, CA 94103** [end addition] [begin deletion] 875 Stevenson Street, San Francisco 94103 [end deletion]. The SFMTA shall deliver a copy of any revocation notice to the Union not later than March 1.

Financial Reporting

31. Annually, the Union will provide an explanation of the fee and sufficient financial information to enable the service fee payer to gauge the appropriateness of the fee. The Union will provide a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision maker not chosen by the Union and will make provision for an escrow account to hold amounts reasonably in dispute while challenges are pending.

Indemnification

32. The Union agrees to indemnify and hold harmless the SFMTA for any loss or damage arising from the operation of this Agreement.

**G. OFFICIAL REPRESENTATIVES AND STEWARDS**

Official Representatives

33. The Union may select as many as one employee member of such organization from the appropriate unit represented by such organization, and one additional such employee member for each two-hundred and fifty (250) employees in such unit; or fraction thereof, in excess of two-hundred (200) employees in such unit, to attend, during regular duty or work hours without loss of compensation, meetings scheduled with the Civil Service Commission, the SFMTA, the Director of SFMTA Human Resources, or designee, when such meetings have been scheduled for the purpose of city-wide Agreement meeting and conferring on all matters within the scope of representation affecting such appropriate unit, and to participate in the discussions, deliberations, and decisions at such meetings. The selection of such employee members, or substitutions or replacements therefore, and their attendance at meetings during their regular duty or work hours, shall be subject to the following:
34. The organization's duly authorized representative shall inform in writing the department head or officer under whom each selected employee member is employed that such employee has been selected.
35. No selected member shall leave the duty or work station, or assignment without specific approval of the employee's department head or other authorized management official.

36. In scheduling meetings, reasonable consideration shall be given to the operating needs and work schedules of the department, division, or section in which the employee members are employed.
37. Official representatives who are assigned to evening and night shift work schedules and who participate in meeting and conferring during day shift hours shall be released from their regular shift pursuant to the rules established herein. Official representatives shall not be provided compensatory release time for participating in meeting and conferring on regular days off except as may be mutually determined.
38. Release time for official representatives engaged in meeting and conferring affecting a department or other work unit of SFMTA government shall be determined by mutual agreement.
39. The rules for release time for SFMTA wide meeting and conferring shall apply.

Stewards

40. The Union [begin addition] **, through a designated sender, [end addition]** shall provide the SFMTA [begin addition] **, through a designated recipient, [end addition]** an accurate list of [begin deletion] MUNI [end deletion] [begin addition] **SFMTA [end addition]** shop stewards and designated officers from each Local in areas as designated by the Union [begin addition] **by July 1 of each year and each quarter thereafter [end addition]** . The Union may submit an amendment to the list at any time. An employee has no status as a steward unless the SFMTA has received verification in writing from the Union that the employee is a steward in a given area [begin addition] **. Stewards are not authorized to act in said capacity unless on said list [end addition]** .
41. The Union recognizes that it is the responsibility of the shop steward to assist in the resolution of grievances at the lowest possible level.
42. Upon notification of an appropriate management person, stewards and designated officers of the Union, subject to management approval, which shall not be unreasonably withheld, shall be granted reasonable release time to investigate and process grievances, disciplinary appeals and attend meetings with Management without loss of pay or benefits. Union Stewards shall advise their first level supervisors prior to engaging in Union business. Such notification of release time shall normally be made in advance and shall include the area or work location where they will be investigating or processing grievances, disciplinary appeals or meetings with Management. The Union will attempt to insure that shop steward release time will be equitably distributed. Normally one steward will be sufficient for a single investigation of a grievance or appeal, except for Shop Steward Trainee Observers.
43. In emergency situations, where immediate disciplinary action must be taken because of a violation of law or a SFMTA departmental rule (intoxication, theft, etc.) a shop steward shall not unreasonably be denied the right to leave his/her post or duty to represent the employee. Except in emergency situations, an investigative, disciplinary or grievance meeting shall be rescheduled if a Shop Steward is denied release time.
44. Shop stewards shall not interfere with the work of any employee. A shop steward may interview an employee during the employee's regular work time in order to investigate or process a grievance or

disciplinary appeal with the approval of the employee's supervisor, which shall not unreasonably be withheld.

45. Stewards shall be responsible for the performance of their work load, consistent with release time approved pursuant to rules established herein.
46. Stewards shall receive timely notice of and shall be permitted to make appearances at departmental orientation sessions in order to distribute union materials and to discuss employee rights and obligations under this Agreement.
47. Any meeting of shop steward and supervisor shall be held in private surroundings and shall be held in a quiet and dignified manner.

#### Release Time for Steward Training

48. All newly-elected Stewards shall be allowed four (4) hours paid release time for Union Steward training. In addition, four (4) hours paid release time shall be paid for all Stewards for training regarding the provisions of the new Collective Bargaining Agreement.

#### Official Representatives to Retirement and Health Service Board Meetings

49. Subject to operational needs, the City/ SFMTA shall allow one (1) union representative from among all SEIU locals release time in order to attend the Retirement Board and Health Service Board meetings.

### **H. BULLETIN BOARDS, INTEROFFICE MAIL, UNION ACCESS AND LEGAL MATERIALS**

#### Bulletin Boards

50. Reasonable space shall be allowed on bulletin boards for use by the Union to communicate with employees as may be agreed between the Union and the affected department head.

#### Inter-Office Mail

51. To the extent permissible under the law, the Union may make reasonable use of the SFMTA's interoffice mail system to communicate with appointing officers, personnel officers, stewards and officers of the Union.

#### Union Access

52. The Union shall have reasonable access to all work locations to verify that the terms and conditions of this Agreement are being carried out and for the purpose of conferring with employees provided that access shall be subject to such rules and regulations set forth [begin addition] **immediately below in Paragraphs 52(a)-(c), as well as to such rules and regulations.** [end addition] as may be agreed to by the department and the Union.

**[begin addition] 52a. The parties agree that Union representatives have a reasonable right of access to non-work areas (bulletin boards, employee lounges and break rooms) and to hallways, in order to reach non-work areas to verify that the terms and conditions of this Agreement are being carried out and for the purpose of conferring with employees. The**

parties agree that union access to work locations shall not disrupt or interfere with SFMTA’s mission and services.

52b. Union representatives must identify themselves upon arrival at an SFMTA division. Union representatives may use SFMTA meeting space with a reasonable amount of notice, subject to availability.

52c. In work units where the work is of a confidential nature and in which the SFMTA requires it of other non-employees, the SFMTA may require that union representatives be escorted by an SFMTA representative when in areas where said confidential work is taking place.

[end addition]

**I. VENDING MACHINES**

53. Subject to the requirements of the Charter and Sections 4.2, 4.3, 4.4, 4.6, 4.7 and 4.8 of the San Francisco Administrative Code, The Union is authorized to establish vending machines in employee work areas. The Union shall be responsible for their installation and operation and all costs relating thereto, including maintenance and insurance. Proceeds from sales made through the vending machines shall be deposited in a special fund under the direction and control of the Union and allocated exclusively for the benefit of employees' recreation and welfare.

**J. DATA**

54. The SFMTA shall provide information to the Union, in hard copy and electronically as available, to permit the evaluation of contract compliance. The information shall be provided within ten (10) calendar days of a written request to the SFMTA Human Resources Department. This shall include, but not be limited to, Names, department, worksite, classification, seniority, hire date, and status of represented employees.

55. The SFMTA and the Union agree that the Collective Bargaining Agreement will be printed with an index.

Equal Employment Opportunity (Glass Ceilings)

56. The SFMTA shall provide to the Union on an annual basis the Work Force Composition Report (EEO-4).



## ARTICLE II – EMPLOYMENT CONDITIONS

### A. NO DISCRIMINATION

#### Discrimination Prohibited

57. The SFMTA and Union agree that no person employed or applying for employment shall in any way be discriminated against because of race, color, creed, religion, sex, national origin, physical handicap, physical disability, age, political affiliation or opinion, sexual orientation, gender identity, marital status, or other non-merit factors, nor shall a person be the subject of sexual harassment as prohibited by State or Federal law.
58. In the event more than one administrative remedy may be available within the City and County governmental system of San Francisco, the Union and the employee shall elect only one. The election is irrevocable.

#### Reasonable Accommodation

59. The Parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of the Americans with Disabilities Act and the Fair Employment and Housing Act, as amended by the Prudence Kay Poppink Act. The SFMTA reserves the right to take any action necessary to comply therewith.
60. If there is a conflict between a proposed accommodation and this Agreement, the SFMTA will notify the Union and, upon request, meet with the Union within ten (10) business days to attempt to resolve the issue. The parties may extend this time limit by mutual agreement. During the reasonable accommodation process, an employee has the right, upon request, to Union representation.
61. When an employee requests an accommodation pursuant to the ADA and the Fair Employment and Housing Act, as amended by the Prudence Kay Poppink Act, the SFMTA shall meet with the employee and, at the request of the employee, with the employee's Union representative. The SFMTA will inform the employee and the representative of the status of the employee's request for an accommodation and of the resolution of the request. As necessary, and on a case-by-case basis, the - SFMTA /Department will meet with the Union representative to review problems concerning reasonable accommodation.
62. SFMTA shall maintain files on formal reasonable accommodation requests that include information related to: status of accommodation requests and the resolution of closed accommodation requests.
63. Following a reasonable period of time after the employee has submitted the information required for a reasonable accommodation but not later than thirty days, the SFMTA shall provide a response to the employee's request. If no accommodation in the current assignment is possible, the Employer shall evaluate alternative job assignments for possible accommodation. While his or her request for reasonable accommodation is pending, the Employer shall make every reasonable effort to provide a modified work duty assignment pursuant to the provisions of VII. B. Return to Work, of this Agreement.

#### Complaints of Discrimination

64. Discrimination complaints will be treated in strict confidence by both the Union and the SFMTA .

65. Progressive disciplinary action shall be imposed by the SFMTA upon any employee found to have engaged in discriminatory conduct in violation of this section.

No Discrimination on Account of Union Activity

66. Neither the SFMTA nor the Union shall interfere with, intimidate, retaliate, restrain, coerce or discriminate against any employee because of the exercise of his/her rights granted pursuant to this Agreement, the SFMTA Employee Relations Operating Resolution and the Meyers-Milias-Brown Act. No employee seeking promotion, reassignment or transfer shall in any way be discriminated against because of their Union activities.

**B. PROBATION**

67. All permanent appointees shall serve a six month probationary period, except as provided below:
68. 1. Employees who move from a part-time to a full-time position within a classification shall be subject to three (3) month probationary period in the full-time position;
69. 2. Employees who move, in a flexible staffing series of classifications, except to a supervisory position, will have a three (3) month probationary period in the new position;
70. 3. Employees who move to SFMTA from another city department in the same class or former class will serve a three (3) month probationary period;
71. 4. An employee who is appointed to a permanent position shall have his or her probationary period reduced by the time served by that employee in the same classification in the same department, but all such probationary periods shall be at least three (3) months.
72. 5. When an employee is reinstated to a permanent position in a former class in - SFMTA and SFMTA was not the department in which the probationary period had been completed (in the former class) the employee shall serve three (3) months probationary time.
73. 6. A six (6) month probation will be required following the promotion to the higher classification provided a probation has been served in the first classification.
74. 7. When an employee's position changes by permanent transfer to the same class in SFMTA from another department, by disability transfer, reduction in force due to technical advances, automation or the installation of new equipment the employee shall serve three (3) months probation time.
75. 8. When an employee is returned as permanent following layoff, involuntary leave or resignation to a class or to SFMTA from another department, the employee shall serve three (3) months probationary time.
76. 9. A current regularly scheduled provisional employee who receives a permanent appointment

in his or her class in another department shall have his or her probationary period reduced by the time served by that employee in the same classification, but all such probationary periods shall be at least three (3) months.

77. A probationary period may be extended by mutual agreement, in writing, between the Union and the SFMTA.
78. An employee who is granted a leave while serving a probationary period shall have such probationary period extended by the period of such leave in order to complete the required period of service. Disability leave shall extend the probationary period in all cases.
79. Any employee who is returned to duty to a position in another department after layoff or displacement, and who has displaced an incumbent in such position, is entitled to an introductory meeting with the new department. The purpose of the meeting is to review the job duties and expectations for the new position and to provide the timeline and framework for training and orientation. After thirty (30) days, the employee is entitled to a review of his or her performance. If the employee is not meeting standards, the supervisor will meet with the employee and, upon request, the union representative, to identify ways for the employee to bring his or her performance to a satisfactory level.

**C. CONTRACTING OUT OF WORK**

80. Due to the size of the bargaining unit and the diversity of the classifications and employees within the unit, which enable the employees to perform various services in the diverse communities served by the SFMTA, the Mayor and the Union agree that, for the term of this Agreement, the SFMTA Executive Director shall instruct divisions over whom he has budgetary authority that:
81. SFMTA shall not initiate and the SFMTA Executive Director shall not approve requests to contract out any routine work currently performed by existing employees represented by the Union; and
82. SFMTA shall not lay off current bargaining unit members or eliminate existing bargaining unit positions as a result of contracting out.
83. This instruction shall not in any way affect (i) existing contracts (which shall include proposed contracts funded with monies appropriated in the 1996-97 budget), (ii) renewals, amendments or extensions of those contracts, or (iii) new contracts either for services already contracted out or arising from the SFMTA's receipt of new and/or additional federal, state, or grant funds designated for new or unique programs. However, such funds shall not include growth in general fund or enterprise revenues in force and effect at the time of the signing of this Agreement.
84. The SFMTA Executive Director agrees that it is not the intent of the SFMTA to use the contracting out process to avoid prevailing wages, compliance with MBE/WBE requirements, or payment of health or other benefits.
85. Notwithstanding any other provision of this section, the SFMTA Executive Director may propose pursuant to the SFMTA's standard procedures to contract out work currently performed by existing employees (a) where external funding sources require the use of outside third parties to perform

services; or (b) in emergency situations, as determined by the SFMTA Executive Director and upon a majority vote of the SFMTA Board of Directors.

86. Should the SFMTA Executive Director determine that the restrictions contained in this section unduly interfere with the SFMTA’s ability to provide appropriate services to the diverse communities within the-SFMTA , the SFMTA Executive Director and the Union agree to meet in order to resolve the concerns. If the Mayor and the Union cannot mutually agree, the matter shall be submitted to an arbitrator, selected pursuant to the provisions of Article IV (Grievance Procedure) of this Agreement, who shall decide the issue of whether a proposal to contract out work may be initiated by the SFMTA Executive Director.

Required Notice to the Union on Prop J Contracts

87. The SFMTA shall deliver to the Union no later than thirty (30) days prior to issuing any "Invitation for Bid" or "Request for Proposal" a report explaining the proposed change, an explanation of reasons for the change, and the effect on represented classes.
88. The Union shall respond within twenty-one (21) days from the date of receipt of the above information with a request to meet.
89. The SFMTA agrees to discuss and attempt to resolve issues relating to:
90. Possible alternatives to subcontracting;
91. Questions regarding current and intended levels of service;
92. Questions regarding the Controller's certification pursuant to Charter Section 10.104(15);
93. Questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio;
94. Questions relating to the effect on individual worker productivity by providing labor saving devices; and
95. Questions regarding services supplied by the City to the Contractor.
96. The SFMTA agrees that it will take all appropriate steps to insure the presence at said meetings of those officers and employees (excluding the Board of Supervisors) of the City who are responsible in some manner for the decision to contract out so that the particular issues may be fully explored by the Union and the SFMTA.

Non-Prop J Contracts

97. At the time the SFMTA issues a Request for Proposals (“RFP”)/Request for Qualifications (“RFQ”), or thirty (30) days prior to the submission of a non-Prop J (personal services contract) request to the SFMTA Department of Human Resources and/or the Civil Service Commission whichever occurs first, the City shall notify the Union of any non-Prop J contract (personal services contracts),

including a copy of the draft personal services contract summary form, where such services could potentially be performed by represented classifications.

98. If the Union wishes to meet with SFMTA over a proposed non-Prop J (personal services contract), the Union must make its request to SFMTA Labor Relations within two weeks after the Union's receipt of SFMTA's notice.
99. The SFMTA agrees that it will not assign work currently performed by SEIU represented employees to any other bargaining unit.
100. Upon the request of the Union, the SFMTA agrees to discuss and attempt to resolve issues relating to:
  101. Possible alternatives to subcontracting;
  102. Questions regarding current and intended levels of service;
  103. Questions relating to possible excessive overhead in SFMTA's administrative- supervisory /worker ratio;
  104. Questions relating to the effect on individual worker productivity by providing labor saving devices; and
  105. Questions regarding services supplied by the SFMTA to the Contractor.
106. Upon request by the Union, the SFMTA shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.
107. The SFMTA agrees that it will take all appropriate steps to ensure the presence at said meetings of those officers and employees (excluding the Board of Supervisors and other boards or commissions) of the City who are responsible in some manner for the decision to contract out so that the particular issues may be fully explored by the Union and the SFMTA .

#### Joint Labor Management Committee on Personal Service Contracts

SFMTA will participate in the City-wide joint labor management committee on personal service and construction/maintenance contracts.

108. The SFMTA shall also provide advance notice of at least thirty (30) days to the Union of all amendments to existing non-Prop J contracts valued at more than \$100,000 where such services could potentially be performed by represented classifications. At the request of the Union, the SFMTA shall meet to discuss with the Union the topics set forth above, in paragraphs 95 through 99. (check paragraph reference numbers)

109. The SFMTA agrees not to initiate non-Prop J contracts for a term exceeding one (1) year, except after notice to and consultation with the Union. This provision shall apply only to contracts for services which could otherwise be performed by represented classifications.
110. The SFMTA agrees to provide the Union with notices 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.

Volunteers, SWAP, CAL WORKS, CAAP Workfare, or others not covered by this agreement

111. The SFMTA shall not use paid or unpaid volunteers, SWAP, CAL WORKS, CAAP Workfare, or similar programs to displace Bargaining Unit employees. The SFMTA will not keep authorized budgeted positions vacant, nor is it the intent of SFMTA to initiate the reduction of the number of budgeted positions, for the purposes of using Volunteers, SWAP, CAL WORKS, CAAP Workfare or similar programs.
112. Each quarter the SFMTA will supply the Union an accounting, by department and work location, of the hours worked by CAL WORKS, CAAP or SWAP workers.
113. Employees who supervise or direct the work of volunteers, or CAL WORKS, CAAP or SWAP workers or other similar programs shall be paid a differential of five percent (5%) above their base hourly rate.

Severance/Retraining

114. Represented employees shall have one (1) week of severance pay for each year of permanent service. If a permanent employee is to be laid off because of subcontracting, the employee shall select one of the following irreversible options.
115. 1. Take severance in one payment eliminating automatic recall rights;
116. 2. Take severance as regular bi-weekly [begin deletion] ~~paychecks~~ [end deletion] [begin addition] **payments; [end addition]** retraining if offered by the placement on re-call list until severance is exhausted in which event the employee's automatic recall rights are eliminated;
117. 3. Utilize City-wide bumping rights according to the provisions elsewhere in this agreement. If employee is placed on the holdover list he/she shall receive severance pay for any period in which he/she suffers a loss of pay according to this severance entitlement.

**D. LAYOFF**

60-Day Minimum Notice

118. Any employee whose position is to be eliminated due to lack of funds shall be notified, in writing, with as much advance notice as possible but not less than sixty (60) days prior to the effective date of the layoff, with the exception that if a special grant is unexpectedly terminated, the SFMTA shall provide not less than thirty (30) days notice prior to the effective date of layoff. The Union shall receive copies of any layoff notice.

Minimum Notice for Displacements

119. For Fiscal Years 2010-2011 and 2011-2012 only, the SFMTA will work with the City's Department of Human Resources ("DHR") to provide ten (10) business days notice to employees who are subject to displacement due to layoffs. To the extent this notice period extends beyond the date the displacing employee is to start in the position, the employee who is to be displaced will be placed in a temporary exempt position in his/her classification and department for the remainder of the notice period.
120. The provisions of this Section shall not apply to "as needed" or intermittent employees or employees hired for a specific period of time or for the duration of a specific project.

Request to Meet & Confer

121. Prior to any layoff, the SFMTA shall meet and confer upon the written request of the Union after receipt of a copy of the notice specified above, to consider any proposal(s) advanced as an alternative to layoff and/or on the impact of such layoff.

Citywide Seniority in Classification

122. Layoff of employees shall be by inverse order of seniority in a classification City-wide. The Five (5) year rule for City-wide bumping rights shall no longer apply.
123. Employees displaced by layoff shall be placed on the hold over list per CSC rules.

Retraining & Alternative Employment Opportunities

124. Retraining Program. In order to avoid layoffs, the SFMTA will provide an employee targeted for layoff (hereafter "an affected employee") the opportunity to participate in a reorientation/retraining program. The SFMTA shall bear the full costs of any retraining program. Retraining programs shall be developed through the Joint Training, Retraining and Career Development Committee set forth in Article V.G. All employees who have a minimum of twenty-four months of seniority shall be eligible to participate in the reorientation/retraining program. If the availability of funds is limited, disputes among affected employees will be resolved on the basis of City seniority.
125. Vacancies. Upon completion of the bumping process, an affected employee shall have priority to select one of any existing vacancies for which he/she may qualify upon completion of training within a reasonable period of time, not to exceed six months. (Subject to the approval of the Civil Service Commission.)
126. Positions to be Filled. When a position has been designated for a retraining candidate, that position shall be "held open" for no more than six (6) months, unless extended by mutual agreement. The SFMTA may fill the existing vacancy on a temporary basis in order to continue SFMTA services.

Severance

127. An employee who is laid off shall receive two weeks' pay for each year of service. An employee who accepts severance pay shall forfeit all holdover rights. If an employee accepts severance pay and retires within two (2) years of accepting the severance pay, he or she shall reimburse the SFMTA for the full amount of the severance pay.

128. For all layoffs or displacements effectuated by the layoff of permanent civil service (PCS) employees, employees may elect to take severance pay, even if there is a vacant available position or a position occupied by a less senior incumbent in the class from which the employee is laid off, or a position to which the employee has reinstatement rights, as long as the person who elects severance pay forfeits and waives the opportunity to be placed, to displace a less senior incumbent, or to be reinstated, and waives all holdover rights to which the employee may be entitled as provided in Article II.D.
129. Layoff notices shall advise employees notified of layoff the option to elect severance pay, and the notices shall advise employees that they may have displacement and/or reinstatement, and holdover rights. The notice shall advise the employee that he/she has fourteen (14) calendar days after receipt as defined by State law (e.g., allowing maximum of 5-days for notice by mail if notice is not given in any other manner) to make an election. The employee receiving a layoff notice shall, upon request, receive information regarding his/her place on the seniority roster(s) in his/her own classification and in previous underlying classifications. Within fourteen (14) calendar days after receiving such layoff notice as described above, the employee shall make an irrevocable election among his/her options.
130. ~~[begin deletion] For Fiscal Years 2010-11 and 2011-12 only, vacation, vested sick leave, and severance payments for employees who elect severance pursuant to Paragraph 128 of this Agreement will not reflect reductions in an employee's hourly rate that were implemented in accordance with Article III, Section A of this Agreement.~~
- [end deletion]**
- Internal Job Placement Committee (IJPC)
131. The SFMTA agrees to participate, on behalf of service critical employees at the SFMTA, in the IJPC when such a committee is convened by the City and the Union.
- ~~[begin deletion] Employee Protection~~
132. ~~Spring 2010: Between the date of this Agreement and December 31, 2010, inclusive, SFMTA will not initiate any layoffs of employees covered by this Agreement that result in complete loss of SFMTA employment. However, any notices issued previously as a result of the service modifications will proceed.~~
133. ~~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 for the current fiscal year as verified by the Controller's Office.~~
134. ~~Fiscal Year 2011-12: The SFMTA may lay off employees covered by this Agreement only if the SFMTA Board projects an operating deficit \$20 million or more for that Fiscal Year. as verified by the Controller's Office.~~
135. ~~The SFMTA will provide the SFMTA Public Employees Committee with complete and current Budget Information (as defined in paragraph 143 below) supporting the need, if any, for 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.~~

- ~~136. “Budget Information”, for purposes of this Agreement, shall mean complete copies of all budget reports provided to the SFMTA Board in open session, and confirmed by an expert selected and paid by the PEC. The expert shall be given access to SFMTA 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.~~
- ~~137. Nothing in this Agreement shall waive or prejudice the right or position of the SFMTA or the union with respect to layoffs and rights granted by Charter, the Civil Service Commission, MOU, or state law. Nothing in this Agreement shall prevent an employee laid off from another department or from the School or Community College Districts from displacing a covered SFMTA employee pursuant to the City's rules regarding seniority and bumping.~~

~~Payouts Pursuant to Involuntary Layoff~~

- ~~138. For Fiscal Years 2010-11 and 2011-12 only, vacation, vested sick leave, and severance payments for employees who elect involuntary layoff will not reflect reductions in an employee's hourly rate that were implemented in accordance with Article III, Section A of this Agreement.~~

~~[END DELETION]~~

**E. STAFFING LEVELS**

139. The SFMTA and Union acknowledge that there has been and may continue to be a reduction in the City workforce primarily as a result of reduced revenue. Upon request of the Union, if there is a reduction in the workforce that impacts working conditions, the SFMTA agrees to meet and confer on the impact of such reductions on the remaining workforce to the extent required by MMBA.
140. The SFMTA agrees to meet and confer in good faith upon request and endeavor to reach agreement on workload standards. Such meetings may include discussions of appropriate work for one person and relevant state guidelines. The SFMTA agrees to provide any written information on staffing levels in a given department upon written request to the SFMTA Employee Relations Division with any reproduction costs above a single copy to be paid by the Union.
141. The SFMTA, realizing that staffing reductions could result in increased workload pressures upon the remaining employees shall use its best efforts to avoid mandatory overtime to the maximum extent possible. Upon request of an employee, meet to discuss work priorities and/or workload reductions and/or alternatives to mandatory overtime. The employee may have a representative of his or her choice at such meetings.

**F. REIMBURSEMENT OF WORK-RELATED EXPENSES**

Mileage

142. The City shall provide SFMTA vehicles for the use of SFMTA employees while traveling in the course of their duties for the SFMTA. In the event such vehicles are not available, the appointing officer may request employees to use their own vehicle for SFMTA business. Employees using their

own vehicle for SFMTA business shall be reimbursed for expenses incurred at the rate allowed by the Internal Revenue Service and shall be adjusted to reflect changes in this rate on the date it becomes effective, as the changed rates are announced by the Internal Revenue Service and for all necessary parking and toll expenses.

Damaged or Stolen Property

143. Reimbursement for property damaged, destroyed or stolen in the line of duty is administered through the provisions of Administrative Code Sections 10.25-1 through 10.25-9.
144. An employee who qualifies for reimbursement of such damaged, destroyed or stolen property shall submit a claim to his/her department head with all available documentation not later than thirty (30) calendar days after the date of such alleged occurrence. An employee shall be entitled to the appropriate reimbursement no later than one hundred-twenty (120) days following the submission of such claim. Reimbursement may be delayed if the employee does not submit the appropriate documentation.

Meals

145. SFMTA employees shall, subject to the procedures established by the Controller, be reimbursed for the reasonable and actual costs of meals upon presentation of receipts in the following circumstances:
  146. When an employee is required by his/her department to attend a meeting at which a meal is served and such meal is billed to the employee;
  147. When an employee is traveling overnight out of the City on SFMTA business.

**G. FINGERPRINTING**

148. The SFMTA shall bear the full cost of fingerprinting whenever such is required of the employee.

~~[BEGIN DELETION] H. PHYSICAL FITNESS JOINT LABOR MANAGEMENT COMMITTEE~~

- ~~149. The SFMTA agrees to participate, on behalf of service critical employees at the SFMTA, as part of the Physical Fitness Joint Labor Management Committee when such a committee is established by the City.~~

[end deletion]

**I. COMMUTER [BEGIN DELETION] CHECK [END DELETION] [BEGIN ADDITION] BENEFITS [END ADDITION]**

150. The SFMTA agrees to participate, on behalf of service critical employees at the SFMTA in any commuter check program established by the City.

**J. WELFARE REFORM**

151. No current bargaining unit employee shall be displaced by a person hired as a result of any agreed upon public apprenticeship program.

152. Participants in a public apprenticeship program who are working as apprentices to classifications represented by the Union shall be represented by the Union and shall be covered by this Agreement.
153. New classifications containing public apprenticeship participants or other workers employed in a program designed to address welfare reform which perform a substantial amount of work performed by Union-represented employees shall be assigned to a bargaining unit represented by the Union.

**K. PARKING FACILITIES**

154. The SFMTA agrees to participate, on behalf of service critical employees at the -, in Union/ City discussions regarding parking facilities. For the duration of this Agreement, the monthly rate for basic employee parking at any SFMTA operated and controlled parking facilities, will not exceed rates in effect as of June 1, 2004 or the price of a MUNI Fast Pass, plus \$10, whichever is higher.
155. The Union does not waive its rights to advocate within the legislative process regarding any proposal to increase employee parking rates.

**L. EMPLOYEE SUGGESTION PROGRAM**

156. SFMTA and Union agree to publicize the Employee Suggestion Program and to encourage represented workers to submit cost saving suggestions for consideration and possible awards.

Worker Initiated Cost Abatement Program

157. To encourage SFMTA employees to submit improvements in the management and operation of the SFMTA in order to sustain and improve services, increase nontax revenues, reduce inefficiency and improve the quality of work life, the SFMTA and its Departments shall implement an Employee Suggestion Program as described in the San Francisco Administrative Code, Article VIII, Sections 16.108 through 16.117a (as approved on 6/24/82) with the following changes:
158. The Program may be utilized by all employees.
159. Proposals to reduce SFMTA services are not appropriate for consideration under this Program.
160. SEIU may appoint one (1) departmental employee to serve on such committees as established in the Administrative Code. Union appointees will serve on paid release time.
161. The amount of award granted to an employee shall be from \$50 to \$100, or 10% of the savings to the SFMTA resulting from implementation of the suggestion in the first year following adoption of the suggestion, whichever is greater.
162. Awards shall not be considered compensation for services rendered.
163. Employees submitting suggestions shall be protected from any form of retribution.

**M. INDEMNIFICATION AND DEFENSE OF SFMTA EMPLOYEES**

164. The SFMTA shall defend and indemnify an employee against any claim or action against the employee on account of an act or omission in the scope of the employee's employment with the SFMTA in accord with, and subject to, the provisions of California Government Code Sections 825 et seq and 995 et seq. Nothing herein is deemed to supersede referenced state law.

**N. THE RIGHT TO PRIVACY IN THE WORKPLACE**

165. Employees subject to this Agreement shall have a reasonable expectation of privacy and to be secure from unreasonable searches and seizures on his/her person and his/her work area to the extent provided by law.

**O. AUTOMATIC RESIGNATION**

166. Absence from duty without proper authorization for any period of time up to and including five (5) or less working days may be cause for disciplinary action by the Appointing Authority.
167. Absence from duty without proper authorization in excess of five (5) continuous working days may constitute abandonment of the position and may be recorded as an automatic resignation. The employee shall be notified by certified mail of this action, prior to the effective date of the automatic resignation.

**P. UNSATISFACTORY RESIGNATION**

168. The SFMTA agrees that in the event an employee resigns with services designated as unsatisfactory, the SFMTA shall not provide information to any inquiry or referral regarding the resignation other than that the employee has resigned, except as required by law.

**Q. ADDITIONAL PART-TIME EMPLOYMENT**

169. There shall be no limit on outside employment, or service as an independent contractor, imposed upon any employee covered by this agreement, unless such employment can be shown to create a conflict of interest with his/her SFMTA employment.

**R. UNIFORMS AND EQUIPMENT**

170. The SFMTA shall provide uniforms as specified below for the workers in the listed classifications:
- 8214 Parking Control Officer
  - 8216 Senior Parking Control Officer
  - 9110 Fare Collections Receiver
  - 9116 Senior Fare Collections Receiver
  - 9126 Traffic Checkers
  - 9128 Senior Traffic Checkers
  - 9131 Station Agent, Municipal Railway
171. The SFMTA shall meet and confer with the Union regarding the style and color of new uniforms provided under this section.

Uniform Specifications

172. Specifications for uniforms subject to this Agreement including prescribed items, optional items, rain gear, shall be issued by the appointing officer, after consultation with the Union and the Purchaser but such specifications must not be so narrowly drawn as to prevent or unreasonably prohibit competitive bidding.

Termination or Change of Employment; Return of Uniforms

173. Upon termination of employment or upon change to a position which does not require wearing of uniforms, each employee having in his possession uniform items owned or leased by SFMTA must deliver such items, in good condition, reasonable wear and tear expected.

Replacement of Uniforms

174. Replacements for uniforms shall be acquired by purchase or lease by the SFMTA and furnished to the members as indicated in this Agreement as the items wear out. Not more than one uniform shall be acquired by the SFMTA in any twelve month period for the use of one employee enumerated herein, provided however, that any employee entitled to a uniform allowance under this Agreement shall be furnished two replacement shirts or blouses in any twelve month period or a full or partial replacement of the uniform when the department determines that the uniform has been damaged in the course of the employee's duties for the SFMTA .

Uniforms for Parking Control Officers

175. New employees in Classes 8214 Parking Control Officer and 8216 Senior Parking Control Officer, when needed as determined by the Appointing Officer or designee, shall be furnished uniforms as follows: one (1) jacket, five (5) shirts, three (3) pairs of pants, one (1) belt, one (1) pair of shoes, one (1) tie, one (1) sweater and one (1) set of rain gear (jacket, pants and rain boots).
176. Replacement of uniform for classes 8214 Parking Control Officer and 8216 Senior Parking Control Officer will be on an as-needed basis as determined by the Appointing Officer or designee up to a maximum annual allocation as follows: [begin deletion] ~~four (4)~~ [end deletion] [begin addition] **six (6) [end addition]** replacement parts and one (1) pair of shoes. These parts shall include pants or shirts. In addition, jackets, windbreakers, sweaters, and raingear will be replaced only every two or three years as required and determined by the Appointing Officer or designee. The Department agrees to make every attempt to increase the replacement allocation, during each succeeding budgetary processes.
177. Any items determined by the Appointing Officer or designee to be damaged in the course of duty will be replaced and will not count towards the yearly replacements.

Uniforms for 9102 Transit Car Cleaner and 9104 Transit Car Cleaner Assistant Supervisor

178. The department shall provide Transit Car Cleaners protective coveralls for classifications 9102 and 9104. Each worker shall be provided with seven (7) pairs of coveralls and three (3) coveralls per week shall be laundered by the department. Employees may elect to receive shirts and pants in lieu of coveralls. The cost of these items shall not exceed the cost of coveralls.

**S. COMFORT STANDARDS**

179. The SFMTA agrees to encourage departments and the Union to meet and confer on providing adequate lounge, locker and comfort facilities.
180. As part of any new funding proposals for new construction or renovations, SFMTA will include requests for funding designated non-work areas for the purpose of providing a location for employees to take their breaks.

**T. LEGAL SERVICES PROGRAM**

181. The SFMTA agrees to administer payroll deductions for employees who volunteer to participate in a pre-paid legal services program to be selected by the Union. The pre-paid legal services program selected by the Union shall be reviewed by the City for compliance with applicable local laws and procedures.

**U. APPOINTMENT PROCESSING**

182. Newly appointed employees shall be provided release time to complete post-hire, appointment processing.

**V. DISASTER SERVICE WORKERS**

183. All SFMTA employees are designated Disaster Service Workers, in accordance with California Government Code 3100-3109. The SFMTA agrees to meet and confer on the impact on any plan it adopts that assigns particular responsibilities to employees covered by this Agreement. To the extent required by local, state and federal law, the SFMTA will make reasonable accommodation for employees with disabilities.

**W. REORGANIZATION**

184. ~~[begin deletion] The SFMTA agrees not to effectuate the plan of Reorganization described in the Mayor's letter of March 2, 2010 to City 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 the Union waives its rights or arguments regarding the legality of the March 2010 Reorganization Plan. Upon ratification of this Agreement, the 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.~~

[end deletion]

185. Prior to July 1, [begin addition] **2014** [end addition], the SFMTA agrees not to effectuate any new reorganization plan that lays off more than 20 employees in a represented 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.
186. ~~[begin deletion] Prior to July 1, 2012, as required by MMBA and/or this Agreement, the SFMTA and Union will meet and confer over the impact of any work reorganization that results in a layoff, and will at that time consider whether alternatives to layoffs exist.~~

[end deletion]

187. Nothing in this Agreement shall waive or prejudice the right or position of the SFMTA or the Union with respect to layoffs and rights granted by Charter, the Civil Service Commission, this Agreement, or state law.

[begin deletion] ~~X. UTILIZATION OF PROP F AND TEMPORARY EXEMPT EMPLOYEES~~

- ~~188. SFMTA agrees to work with DHR 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 DHR to notify holdovers in represented classifications of any recruitment for exempt positions in their classifications. 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 unpaid furloughs as described in Section III.A., such work will be offered to holdovers in such represented classifications~~

- ~~189. For the period July 1, 2010 through June 30, 2012 only, the SFMTA agrees that no “Prop F” (retired) employees will be utilized in any SEIU citywide classification in which there are holdovers.~~

[end

deletion]

**ARTICLE III – PAY, HOURS AND BENEFITS**

**A. WAGES**

**[begin addition] 190a. Represented employee shall receive the following base wage increase:  
[end addition]**

**[begin addition] Effective January 4, 2014: 2%**

**[end addition]**

**[begin addition] Effective March 29, 2014: 1%**

**190b. Internal Adjustments**

**Classifications 8214 and 8216 shall receive the following equity pay adjustments:**

**[end addition]**

**[begin addition] Effective July 1, 2012: 1%**

**Effective July 1, 2013: 1%**

**[end**

**addition]**

**[begin deletion] ~~WAGE CONCESSIONS (Classes Other Than 8214s and 8216s)~~**

~~190. Except as provided below, employees shall contribute the value of twelve (12) unpaid furlough days during each fiscal year of this Agreement. The SFMTA's current payroll system requires wages to be calculated and paid in increments of one quarter percent (.25%). SFMTA will implement the annual four and sixty two one hundredths percent (4.62%) wage concession associated with the value of twelve furlough days through uniform smoothing of base wages.~~

~~[end deletion] Effective July 1, 2010 through close of business July 8, 2011, wages shall be temporarily reduced by 4.50%.~~

~~191. [begin deletion] Effective July 9, 2011 through close of business June 8, 2012, wages shall be temporarily reduced by up to 5%, which represents an adjustment equivalent to the value of twelve (12) furlough days.~~

~~192. If by September 1, 2011 SFMTA fully 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).~~

~~193. If the May 8, 2010 service reduction has been 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.~~

~~[end deletion]~~

**[begin deletion] ~~FURLOUGH DAYS (8214s and 8216s only)~~**



- ~~194. — Classifications 8214 Parking Control Officers and 8216 Sr. Parking Control Officers shall take six (6) unpaid furlough days during each fiscal year of this Agreement.~~
- ~~195. — Employees covered by the furlough days provisions of paragraph 198 may take unpaid furlough days in hourly increments, subject to a four-hour minimum.~~
- ~~196. — All unpaid furlough days must be scheduled no less than five (5) working days in advance, subject to prior scheduling approval of the Appointing Officer or designee.~~
- ~~197. — Subject to the operational needs of the department, covered **employees** shall take one (1) mandatory unpaid furlough day on the day before the Thanksgiving Holiday and the four (4) mandatory unpaid furlough days during the weekdays between the Christmas and New Year’s Day holidays.~~
- ~~198. — SFMTA will evaluate divisions 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, SFMTA will notify the PEC which divisions 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 Labor Relations’ response inadequate, it may elevate its concerns to the Executive Director, who will be the final arbiter of any such dispute. The Minimum Staffing Days currently identified and agreed to by 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.~~
- ~~199. — 4. If more than half of the remaining unpaid furlough days in each fiscal year are not scheduled on or before January 15 in each respective fiscal year, the supervisor will schedule any remaining days in consultation with the employee. All remaining furlough days not scheduled ~~on~~ or before June 1 in each respective fiscal year will be scheduled by the supervisor. The Employee Relations Manager will be available to assist in the resolution of disputes over scheduling of furlough days. If an employee does not submit a request for furlough days (or if he/she does not cooperate in the resolution of any dispute over scheduling of furlough days), days off will be assigned to him/her by management.~~
- ~~200. — If the May 8, 2010 service reduction has been 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.~~

**~~BENCHMARKS FOR ELIMINATION OF WAGE CONCESSION/FURLOUGH DAYS  
(Applicable to all covered classes)~~**

- ~~201. — The parties agree to reduce the number of unpaid furlough days during Fiscal Year 2011-12 to zero (0) and discontinue other concessions if all of the following conditions have been met by September 1, 2011: (a) the May 8, 2010 service reduction has been restored in full; (b) the reserves have been restored to at least \$16 million; and (c) the Agency has received an additional \$20 million in State Transit Assistance (STA) Program funding~~

**WAGE INCREASE IN EXCHANGE FOR RETIREMENT PICKUP**

- ~~202. Effective July 1, 2010, covered employees who are members of SFERS shall receive a base wage increase of six percent (6%) in exchange for their agreement to pay their own employee retirement contribution in an amount equal to seven and one half percent (7.5%) of covered gross salary. The base wage increase will be applied to the pre-concession wage rate.~~
- ~~203. Effective July 1, 2010, all covered employees who are members of PERS shall receive a base wage increase of seven and one quarter percent (7.25%) in exchange for their agreement to pay their own employee retirement contribution in an amount equal to nine percent (9%) of covered gross salary. The base wage increase will be applied to the pre-concession wage rate.~~  
[end deletion]

**B. WORK SCHEDULES**

Normal Work Schedules

1. Normal Work Day

- 204. A normal work day is a tour of duty of eight (8) hours completed within not more than nine (9) hours.
- 205. If an alternative work day of either ten (10) or twelve (12) hours is, or has been, established by mutual agreement, the shift shall be considered normal for the affected employees.

2. Normal Work Week

- 206. A normal work week is a tour of duty comprised of fixed consecutive scheduled days of work and fixed consecutive days off within a period of seven (7) days.
- 207. Alternative work weeks can be established by mutual agreement. Employees shall have two consecutive days off except by mutual agreement of the parties.

3. Exceptions

- 208. The 20-20 education programs
- 209. Specially funded training programs to be determined by the parties;
- 210. 6-Day work week for educational and training courses.  
Represented employees may, on a voluntary basis, with approval of the appointing officer, consistent with scheduling requirements, work a forty-hour week in six (6) days when required in the interest of furthering the education and training of the employee;
- 211. Inability to work due to inclement weather or unusual circumstances.  
Employees shall receive no compensation when properly notified (two (2) hour notice) that the work applicable to the classification is not available because of inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances. Employees who are not properly notified and report to work and are informed no work applicable to the classification is available shall be paid for a minimum of two (2) hours.

212. Employees who begin their shift and are subsequently relieved of duty due to the above reasons shall be paid a minimum of four (4) hours, and for hours actually worked beyond four (4) hours, computed to the nearest one-quarter (1/4) hour.
213. City-Wide Voluntary Reduced Work Week  
Employees in any classification, upon the recommendation of the appointing officer and subject to the approval of the SFMTA Human Resources Director, may voluntarily elect to work a reduced week for a specific period of time. Such reduced work week shall not be less than twenty (20) hours per week nor for less than three (3) continuous months during the fiscal year. Pay, vacation, holidays and sick pay and any other benefits shall be reduced (computed proportionately) in accordance with such reduced work week.
214. Voluntary Time Off Program  
Employees in any classification, with the approval of the appointing officer, may voluntarily elect to work a reduced work week, or take unpaid hours of days off, for a specific period of time with no negative impact on other terms and conditions of employment.
215. Requests for voluntary time off may only be denied for operational reasons. When there are conflicting voluntary unpaid time off requests for the same day(s) or time period, and more than one employee cannot be granted time off due to operational needs, the request of the more senior employee shall prevail.
216. Employees who have requested time off and who have obtained approval of such requests shall not have their time off altered or eliminated without their consent.
217. Employees who voluntarily take unpaid time off shall continue to accrue vacation, retirement and sick leave credits at the same rate as if they were in a paid status for the period of their unpaid time off up to a maximum of twenty (20) days per year.
218. Seniority, holiday pay, retirement and other benefits of employment shall not be negatively impacted due to an employee's participation in the voluntary time off program.
219. Disputes over the application of this section regarding the approval for certain days or hours off shall be submitted to a standing panel of three (3) people (one appointed by the Union, one by the SFMTA and one by mutual agreement) for resolution in a timely manner.
220. There shall be no mandatory unpaid administrative leave (furlough) of any duration for represented employees.
221. Alternatives to Normal Work Schedules or Flextime  
Upon request of the Union, SFMTA shall meet and confer with the Union on proposals offered by the union or SFMTA relating to alternative scheduling of working hours for all or part of SFMTA .
222. Notwithstanding any changes agreed to under this section, the work year shall continue to be two thousand eighty (2080) hours (2088 in leap years) and that overtime shall be earned on a daily and/or

weekly basis, provided, however, the Union and the affected department may mutually agree on cost equivalent alternative scheduling practices.

Parking Control Officers Work Week

223. The work schedules for employees in classes 8214 and 8216 Parking Control Officer and Senior Parking Control Officer shall be as set forth in Collective Bargaining Agreement between the Union representing said employees and the City. For employees in classes 8214 and 8216 Parking Control Officer and Senior Parking Control Officer, a normal work week may be five days within a seven day period. Employees in said class when designated to work a week that contains non-consecutive days off shall be compensated at time and one-half for the day worked after the first day off for said week. This rate shall only be paid if the employee works forty (40) hours on paid status in the "split days off" work week. 8216 Senior Parking Control Officers work schedule shall include a thirty (30) minute paid meal break when required to be on duty by the Appointing Officer or designee.

Part-time Work Schedules

224. A part-time work schedule is a tour of duty less than forty (40) hours per week.
225. Salaries for part-time services shall be calculated upon the compensation for normal work schedules proportionate to the hours actually worked.

Work Schedule Changes

226. The SFMTA can change work schedules with two (2) weeks advance notice unless operational exigencies require otherwise. However, a schedule of an individual employee shall not be temporarily changed to avoid paying an individual employee overtime.

Lunch and Break Periods

227. At the request of the Union [begin addition] **or the SFMTA [end addition]**, the SFMTA will meet and confer regarding the scheduling of break and lunch periods for unit members. Existing departmental practices with respect to break and lunch periods shall continue unless modified after the conclusion of the meet and confer process.

Rotating Days Off

228. Upon request by the Union for rotating days off in SFMTA, management will meet and confer with the Union over the definition and scheduling of rotating days off. In the event an agreement is reached, elections shall then be conducted within SFMTA to determine the manner in which days off are to be scheduled (fixed or rotating).

Shift Bidding

229. Shift bidding for all represented classes shall continue by current practice. Upon the written request of the Union, SFMTA shall negotiate with the Union to establish or to revise a shift bidding procedure. The determination of the shift bidding procedure shall be by mutual agreement. All shift bid postings shall include the following information: the nature of the assignment, days off, work location, and duration of the bid. The shift bidding procedure shall incorporate the principles of seniority. This provision shall not be applied in an arbitrary or capricious manner.

230. For classes 9102 Transit Car Cleaner and 9104 Transit Car Cleaner Assistant Supervisor, SFMTA and the Union shall jointly establish a shift bid process at each work location. Such bids will be made in accordance with current seniority rules. The resulting shift assignments shall be for twelve (12) months duration and shall be re-bid annually thereafter. Implementation of this practice will take place within six (6) months of the effective date of the Collective Bargaining Agreement.

Work Schedule Changes

231. It is agreed that pursuant to the exercise of management rights, normal work schedules may be changed without mutual agreement, subject to compliance with other provisions of this Agreement. However, it is agreed that the effects of consequences of such changes are subject to the meet and confer obligation to the extent required by state law.
232. The parties mutually reaffirm the language of this section that alternative work weeks beyond those described in this Agreement may be instituted only after mutual agreement of both of the parties.

**C. REASSIGNMENT**

233. When SFMTA seeks to fill a permanent vacancy or temporary vacancy lasting one (1) year or more, SFMTA shall utilize the following procedure:
234. Such vacancies shall be posted. Posting of vacancies shall include shifts, hours, position, assignments, days off and work location and shall be posted for at least [begin deletion] ~~two weeks~~ [end deletion] [begin addition] one week [end addition] in SFMTA's personnel office(s), on official bulletin boards and at other mutually agreed upon locations.
235. Reassignment: SFMTA will reassign one of the three most senior qualified applicants from within the class and department who has applied within the [begin deletion] ~~two~~ [end deletion] [begin addition] one [end addition] week posting period, taking into consideration applicable affirmative action and ADA requirements.
236. If [begin deletion] ~~no~~ [end deletion] [begin addition] less than three [end addition] qualified employee expressed interest in the reassignment, the position shall be filled by either choosing the least senior qualified employee in the class and department or some other means authorized by CSC rules.
237. [begin deletion] ~~Disciplinary records and written performance evaluations shall not be used for the determination of a reassignment.~~ [end deletion] The reassignment shall be based on objective criteria and shall not be arbitrary or capricious.
238. Selection criteria: in filling a vacancy, SFMTA may consider the candidate's knowledge, skills and abilities when determining whether or not the candidate is acceptable for the position. If no candidate is accepted for the position, the department may use other means authorized by CSC rules to fill the position.
239. The name of the candidate selected shall be posted for a [begin deletion] ~~two~~ [end deletion] [begin addition] one [end addition] week period.

- 240. Grievances arising from this section may be initiated at the third step of the grievance procedure. Unresolved grievances shall be submitted to Expedited Arbitration.
- 241. Absent mutual agreement, an employee may not be voluntarily reassigned pursuant to this provision more than twice in a two-year period.

**D. ADDITIONAL COMPENSATION & PREMIUM PAY**

Night Duty

- 242. Employees shall be paid eight percent (8%) more than the base rate for each hour worked between 5:00 pm and 7:00 am if the employee works at least one (1) hour of his/her shift between 5:00 pm and 7:00 am, except for those employees participating in an authorized flex-time program and who voluntarily work between the hours of 5:00 pm and 7:00 am.
- 243. Employees shall be paid ten percent (10%) more than the base rate for each hour worked between the hours of midnight (12:00 a.m.) and 7:00 a.m. provided that the employees' regular shift includes at least five (5) hours between the hours of midnight (12:00 a.m.) and 7:00 a.m.

Shift Differential for Swing and Night Duty- Transit Car Cleaners

- 244. For classes:
  - 9102 Transit Car Cleaner
  - 9104 Transit Car Cleaner Assistant Supervisor
  - 9106 Transit Car Cleaner Supervisor I
- 245. Any shift immediately following a regular day shift or commencing during any period of a day shift shall be considered a swing shift and employees working on such shift shall be paid at ten percent (10%) above the regular day shift. A subsequent shift shall be known as a night shift and shall be paid at fifteen percent (15%) above the regular day rate.

Bilingual Pay

- 246. All employees who translate or interpret as part of their work shall have their positions designated as "bilingual".
- 247. A "designated bilingual position" is a position designated by SFMTA which requires translating to and from a foreign language including sign language for the hearing impaired and Braille for the visually impaired.
- 248. An employee who provides more than forty (40) hours per pay period of non-English services, including Braille and sign language, as part of his or her regular job assignment, will receive a bilingual premium of sixty dollars (\$60.00) per pay period.
- 249. An employee who routinely and consistently provides, but less than forty (40) hours per pay period, non-English services, including Braille and sign language, as part of his or her regular job assignment, will receive a bilingual premium of forty dollars (\$40.00) per pay period.

Supervisory Differential Adjustment

250. Compensation of a supervisory employee whose schedule of compensation is set herein shall be adjusted subject to the following conditions:
251. 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.
252. 2. The supervisor/subordinate relationship is approved by the Appointing Officer, Chief Administrative Officer, board or commission, where applicable, and is a matter of record based upon review and investigation by the SFMTA Human Resources Department .
253. 3. The classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal, logical relationship to each other in terms of their respective duties and levels of responsibility and accountability in the organization.
254. 4. The compensation schedule of the supervisor is less than five (5) percent or one (1) full step over the compensation schedule, exclusive of extra pay, of the employee supervised.
255. 5. The adjustment of the compensation schedule of the supervisor shall be to the nearest compensation schedule representing, but not exceeding five (5) percent or one (1) full step over the compensation schedule, exclusive of extra pay, of the employee supervised. If the application of this section adjusts the rate of pay of an employee in excess of his/her immediate supervisor, the pay of such immediate supervisor shall be adjusted to an amount One Dollar (\$1.00) biweekly in excess of the base rate of his/her highest paid subordinate, provided that the applicable conditions under this section are also met.
256. 6. Compensation adjustments are effective retroactive to the beginning of the current fiscal year or the date in the current fiscal year upon which the employee became eligible for such adjustment under these provisions.

Standby Pay

257. Employees who, as part of the duties of their positions are required by the appointing officer to stand by when normally off duty to be instantly available on call for immediate emergency service for the performance of their regular duties, shall be paid twenty-five (25) percent of their regular straight time rate of pay for the period of such standby service, except that employees shall be paid ten (10%) percent of their regular straight time rate of pay for the period of such standby service when outfitted by their Department with [begin addition] **a cell phone or another type of [end addition]** electronic [begin deletion] ~~paging~~ [end deletion] device, and the employee voluntarily accepts said standby service. When such employees are called on to perform their regular duties in emergencies during the period of such standby service, they shall be paid while engaged in such emergency service the usual rate of pay for such service as provided herein. Notwithstanding the general provisions of this section, standby pay shall not be allowed in classes whose duties are primarily administrative in nature.
258. No employee shall be compensated for standby service unless the appointing officer assigns said employee to such standby service.

Callback Pay

1. Call-Back/Call-in/Holdover Provision

259. Employees called back or called in to their work locations, except those at remote locations where City-Supplied housing has been offered, shall be granted a minimum of four (4) hours pay at the applicable rate or shall be paid for all hours actually worked at the applicable rate, whichever is greater. The employee's workday shall not be adjusted to avoid the payment of this minimum.
260. Full-time employees who are held over to work after having worked their regularly scheduled shift shall be paid one and one-half (1-1/2) times their regular rate of pay for all time from the end of their regularly scheduled shift until they are relieved.

2. Rest Period

261. Every full-time employee required by the SFMTA to work overtime shall have an unbroken rest period of at least twelve (12) hours between shifts, and of at least fifty-five (55) hours between shifts when said employee is off on the weekend or two (2) consecutive days off, and of at least thirty-one (31) hours between shifts when said employee is off on a holiday or on a single day off. All hours worked within the above rest periods shall be paid at the rate of time and one-half (1-1/2) or in compensatory time at the rate of time and one-half (1-1/2).
262. This provision may be waived on the request of said employee and the approval of the appointing officer or appropriate designated representative. Employees on callback or holdover resume their regular work schedule on the day after callback or holdover. If his/her regular schedule calls for him/her to come in within eight (8) hours after callback or holdover, the employee has the option to not work or work at time and one-half (1-1/2) until s/he has twelve (12) consecutive hours' rest time.
263. Employees mandatorily held over for an overtime assignment and employees called back shall be eligible for the rest period benefit as provided above.

3. Rest Period for 9131 Station Agent, Municipal Railway

264. There shall be an eight (8) hour rest period between shifts for employees in the classification 9131 Station Agent, Municipal Railway.
265. This provision may be waived on the request of said employee and the approval of the appointing officer or appropriate designated representative.

Employees Covered by Former Word Processing Premium

266. Each employee who received the word processing premium in fiscal year 2005-2006 shall receive two lump sum payments, each of which are equivalent to the total word processing premium received by that employee in fiscal year 2005-2006. The first payment will be made no later than September 1, 2006 and the second payment will be made no later than September 1, 2007.



Lead Person Premium

267. Employees shall be entitled to a [begin deletion] five [end deletion] [begin addition] **ten** [end addition] dollar [begin deletion] (\$5.00 [end deletion] [begin addition] **\$10.00** [end addition] ) per day premium when designated by their supervisor as authorized in writing by the Appointing Officer or designee as a lead person when required to [begin deletion] perform a majority of the following duties: plan, design, sketch, layout, detail, estimate, order materials or [end deletion] take the lead on any job when at least two employees are working together and one acts as the lead person.

Parking Control Officer Training Premium

268. Employees in class 8214 Parking Control Officer who are assigned by the Appointing Officer or designee to train and evaluate the performance of employees in class 8214 shall receive a premium of three dollars (\$3.00) per hour payable in hourly increments for each hour when they are actually training and evaluating, indoors or out doors, employees in class 8214.

269. The most senior employees shall be assigned to train and evaluate probationary employees on a voluntary basis.

Out Of Class Work

Acting Assignment Pay

270. An employee assigned in writing by the Department Head to perform a substantial portion of the duties and responsibilities of a higher classification shall be entitled to out of class pay after the tenth (10th) work day (within a sixty working day period) of such an assignment, retroactive to the first (1st) day of the assignment.
271. Employees who believe they have been assigned to do the work of a higher classification, whether in writing or not, and do not receive such pay must file an out of class pay claim with the Department Head within forty-five (45) working days of such alleged assignment.
272. The Department Head or designee shall review the claim and shall either approve and submit the claim for payment, or deny the claim. In cases of denial, the Department Head or designee shall state the reason for denials. Denials may be based on either of the following:
273. 1. The Department Head disagrees that the assignment is out of class or;
274. 2. The Department Head considers the assignment improper, in which case the assignment shall be terminated, but the employee's pay claim will be honored.
275. Denials based on (1) above are appealable through the grievance procedure of this Agreement.
276. Upon written approval by the Appointing Officer, an employee shall be authorized to receive an increase of one salary step above the employee's base salary (except for employees who are at the top step, who shall receive at least five (5) percent more than their base rate) but which does not exceed the maximum step of the salary schedule of the class to which temporarily assigned. Such

pay shall be retroactive to the first day of such assignment. Premiums based on percent of salary shall be paid at a rate which includes the out of class pay.

- 277. Employees shall not normally be required to perform the duties of a higher classification.
- 278. Work assignments of employees shall not be changed for the sole purpose of evading the requirements of providing acting pay to an employee who would otherwise be eligible.
- 279. Requests for classification or reclassification review shall not be governed by this provision but shall be submitted to the Civil Service Commission whose determination is final and not subject to the grievance procedure.

Volunteers, SWAP, GAIN, GA Workfare, or others not covered by this agreement

- 280. Employees who supervise or direct the work of volunteers, or GAIN, GA or SWAP workers or other similar programs shall be paid a differential of five percent (5%) above their base hourly rate. (See Article II. Contracting Out, paragraph numbers 104-106).

Premium Pay for 8214/8216 Parking Control Officers

- 281. Employees in the Classes 8214 Parking Control Officer and 8216 Senior Parking Control Officer engaged in intersection and/or traffic control duty, shall be paid a five percent (5%) premium for the duration of such activity.
- 282. Beginning January, 2007 and every other year thereafter, the City shall conduct a national salary survey of comparable jurisdictions which employ persons performing reasonably comparable duties to those duties performed by Parking Control Officers and Senior Parking Control Officers in the employ of the MTA. The information gathered by this bi-annual survey shall be made available by the City to the MTA and the Union not later than April 1 of each survey year. The parties agree that upon the completion of each survey, they shall utilize the results to review existing wages and benefits for these classifications, and to evaluate wage and benefit issues.

Longevity Premium

- 283. Effective July 1, 1995- Notwithstanding the provisions of sub-sections (1), (2) or (3) of section III.J. SALARY STEP PLAN, after completion of ten (10) years of service for the City and thereafter in any classification an employee shall be granted an additional thirty cent (\$.30) per hour longevity increment to receive longevity pay, unless he/she voluntarily moves to another classification.
- 284. Effective July 1, 1997: An employee who voluntarily moves to another classification shall not be eligible for longevity pay until he/she has served ten (10) continuous years in the classification. Notwithstanding the preceding sentence, an employee who currently receives longevity pay shall continue

Parking Control Officer Series

Effective the close of business June 30, 2009, these classes shall be transferred to the MTA/SEIU bargaining unit, shall be covered by the MTA/SEIU contract, and shall be subject to successor bargaining between the MTA and SEIU for the "service critical" unit.

Beginning January, 2007 and every other year thereafter, the City shall conduct a national salary survey of comparable jurisdictions which employ persons performing reasonably comparable duties to those duties performed by Parking Control Officers and Senior Parking Control Officers in the employ of the MTA. The information gathered by this bi-annual survey shall be made available by the City to the MTA and the Union not later than April 1 of each survey year. The parties agree that upon the completion of each survey, they shall utilize the results to review existing wages and benefits for these classifications, and to evaluate wage and benefit issues.

Retirement Restoration Payment

286. For employees who retire prior to the end of this Agreement and for whom their final compensation for retirement purposes is impacted by the unpaid furlough days and the unpaid legal holidays described in Sections III.A [begin deletion] B.3 [end deletion] . [begin deletion] Paragraph 183 [end deletion] . and III.F., respectively, the City will provide restoration pay equaling the pensionable value of the unpaid furlough days and unpaid legal holidays described in Sections III.A [begin deletion] B.3.Paragraph 183 [end deletion] . and III.F., respectively, for the period used by the applicable retirement system to determine the employee's final compensation for retirement purposes.

**E. OVERTIME COMPENSATION**

287. Overtime is hereby defined to mean time worked in excess of eight (8) hours per day or forty (40) hours per week except those electing to work ten (10) or twelve (12) hour work days. In the event an employee elects to work a ten (10) hour day, for example, he/she shall begin earning overtime rates after ten (10) hours. Legal holidays shall count as time worked for the purpose of computing overtime.

Assignment of Overtime

288. When an overtime assignment must be made, the most senior qualified employees shall be given the first opportunity to volunteer for the overtime assignment. If there is an insufficient number of volunteers, assignment may begin with the least senior employees able to do the work.
289. Any employee working in excess of the regular or normal work day or week shall be compensated at the overtime rate of one-and-one-half times the base hourly rate which shall include a night differential if applicable.
290. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.
291. Overtime shall be distributed on a voluntary, rotational basis. The rotation shall begin with the most senior qualified employee in the classification, in the department or in the facility and continue down through the seniority list which shall be provided to the Union upon request. Overtime shall be equalized among all volunteers on an annual basis. Each department shall provide its overtime records to the Union Steward upon request. Appointing Officers shall give as much notice as possible of available overtime to be worked.
292. Whenever possible, available overtime shall be posted a minimum of two (2) weeks in advance. This posting shall include the name of the first eligible employee to sign up for said overtime. The

posting shall also include a cut-off date and time for signing up. Once the sign-up has been completed, the names of the employees who are to work the overtime shall be posted. In the event of an insufficient number of volunteers, employees shall be drafted to work the overtime by reverse seniority.

293. All contact attempts made for offering overtime shall be documented. Upon request, this information will be made available to the Union.
294. For the purposes of this provision, the evaluation of an employee's qualifications shall not be arbitrary.

Overtime for Non-"Z" Employees

*1. Overtime Pay or Compensatory Time*

295. Non "Z" designated employees who work or, who are suffered to work overtime shall be paid in salary unless the individual employee requests in writing compensatory time off in lieu of paid overtime. Compensatory time shall be earned at the rate of time and one-half (1-1/2).

*2. Maximum Accrual of Compensatory Time*

296. Employees occupying non "Z" designated positions may accumulate a balance of compensatory time earned in excess of 240 hours calculated at the rate of time and one half (1-1/2).

*3. Use of Compensatory Time*

297. Non-"Z" designated employees shall be allowed to take any accrued compensatory time upon request to his/her supervisor. Requests for use of accrued compensatory time off shall not be unreasonably denied. At the employee's option, any accrued compensatory time off shall be paid at the end of the fiscal year. If the employee does not exercise such option, accrued compensatory time will be carried over to the next fiscal year.

*4. Pay out of compensatory time for non-"Z" class employees at termination of employment*

298. Any compensatory time earned but not used at the time of an employee's termination of employment shall be paid in cash.

Overtime for "Z" Employees

299. Employees occupying positions determined to be exempt from the Fair Labor Standards Act and designated by a "Z" shall not be paid for overtime worked but shall be granted compensatory time off at the rate of one-and-one-half times for time worked in excess of normal work schedules. Unused accrued compensatory time will be carried over to the next fiscal year.

**F. HOLIDAY**

Designation of Holidays

300. 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:

301. January 1; the day designated for observation of Martin Luther King, Jr.'s Birthday; the third Monday in February (Presidents' Birthday); the last Monday in May; July 4; first Monday in September (Labor Day); the second Monday in October (Columbus Day); Veterans Day November 11; Thanksgiving Day; the Day After Thanksgiving; December 25; and any day declared to be a holiday by proclamation of the Mayor, the Governor of the State of California or the President of the United States. Provided, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.

Floating Holidays

302. Employees shall receive floating holidays totaling thirty-two (32) hours off per fiscal year (prorated for eligible part-time employees) selected by the employee, subject to the approval of the Appointing Officer. Employees with twenty (20) or more years of City service shall receive eight (8) additional floating holiday hours, for a total of forty (40) hours per fiscal year. Floating Holidays may be taken in hourly increments up to and including the number of hours contained in the employee's regular shift. Floating holiday hours 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.

**[begin addition] 302a. Additionally, employees shall receive a one-time award of two (2) floating holidays in Fiscal Year 2012-2013, to be administered in accordance with the above paragraph. [end addition]**

**Floating Holidays (Classes Other Than 8214s and 8216s)**

303. ~~[begin deletion] Effective July 1, 2010 for Fiscal Year 2010-11, in recognition of the value of wage concessions during the year, employees subject to the 4.62% wage reduction in paragraph 196 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 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 City has implemented Minimum Staffing Days.~~
304. ~~Effective July 1, 2011 for Fiscal Year 2011-12, in recognition of the value of wage concessions during that year, employees subject to the 4.62% wage reduction in paragraph 196 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 above. 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 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 City has implemented Minimum Staffing Days.~~

[end deletion]

305. Notwithstanding the paragraphs above, any unused floating holidays accrued from July 1, 2010 through June 30, 2012 may be carried over to be used in Fiscal Years 2012-13, 2013-14 and 2014-15.
306. During Fiscal Years 2010-11, 2011-12, 2012-13, 2013-14 and 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] The SFMTA will evaluate 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, the SFMTA will notify the PEC which divisions 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 within fourteen (14) calendar days. SFMTA 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 Executive Director, who will be the final arbiter of any such dispute. The Minimum Staffing Days currently identified and agreed to by 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] Saturday Holidays

307. 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 7.702 of the Charter. 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 mutual agreement with the appointing officer within one (1) calendar year of the date of the holiday.

#### Holiday Compensation for Time Worked

308. Employees required by their respective appointing officers to work on any of the above-specified or substitute holidays, excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation at the rate of time and one-half (1-1/2) the usual rate of pay for all regularly scheduled 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 at the rate of time and one-half (1 1/2).
309. From June 30, 2009 through September 6, 2010, non-“Z” employees will continue to be eligible to earn holiday pay (HP) at the one-and-one-half time rate if they work on the holiday, but will not earn legal holiday compensation (LH) for the aforementioned unpaid legal holidays.

- 310. Ten (10) and twelve (12) hour employees shall receive full holiday compensation for the regularly scheduled shift worked on a holiday.
- 311. No designated "Z" employee shall receive overtime pay for working on a holiday. All such overtime shall be compensated in the form of compensatory time accrued. Provided however that "Z" employees may, at the end of each fiscal year, choose to receive a cash payment in lieu of accrued compensatory time for each holiday worked during the fiscal year.
- 312. From June 30, 2009 through September 6, 2010, "Z"-designated employees will continue to be eligible to earn compensatory time off (CTO) if they work on the holiday, but will not earn legal holiday compensation (LH) for the aforementioned unpaid legal holidays.

Holidays for Employees on Work Schedules Other Than Monday Thru Friday

- 313. Employees assigned to seven (7) day-operation departments or employees working a five (5) day workweek other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off. Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of their days off.
- 314. (1) Notwithstanding the provisions of paragraph 263 above, commencing June 30, 2009, employees assigned to seven (7) day-operation departments or employees working a workweek other than Monday through Friday shall accrue an unpaid in-lieu holiday, which the employee must take within two pay periods after the holiday, if one of the unpaid legal holidays referenced in paragraph 257 above falls on one of their regularly scheduled days off. By written mutual agreement between the Union and DHR or SFMTA Human Resources, employees may agree to schedule the unpaid legal holiday within not more than four pay periods after the holiday.
- 315. (2) It is the intent of the parties that all employees assigned to seven-day operation departments or working a work week other than Monday through Friday be treated equally with employees working a normal Monday through Friday work week, with respect to the number of unpaid hours required to be taken under the provision on unpaid legal holidays.
- 316. (3) This section will sunset after these designated ten (10) unpaid holidays have been taken in accordance with this Agreement.
- 317. Employees regularly scheduled to work on a holiday which falls on a Saturday or Sunday shall observe the holiday on the day it occurs, or if required to work shall receive holiday compensation for work on that day. Holiday compensation shall not be paid for work on the Friday preceding a Saturday holiday nor on the Monday following a Sunday holiday.
- 318. 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 supervisor with the approval of the appointing officer. 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. Departments will use their best efforts to grant each employee qualifying for paid holidays at least one (1) of the following two (2)

holidays off: Christmas Day and the following New Year's Day. Such days off must be used in the current or next fiscal year after the day off has been earned.

Holiday Pay for Employees Laid Off

319. 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.

Employees Not Eligible for Holiday Compensation

320. Persons employed for holiday work only, or persons employed on a part-time work schedule which is less than twenty (20) hours in a biweekly pay period, or, except as provided in paragraph 361 (Benefits for Non-Permanent employees) of this Agreement, persons employed on an intermittent part-time work schedule (not regularly scheduled), or persons on leave without pay status both immediately preceding and immediately following the legal holiday shall not receive holiday pay.

Part-time Employees Eligible for Holidays

321. Part-time employees who regularly work a minimum of twenty (20) hours in a biweekly pay period shall be entitled to holidays on a proportionate basis.
322. Regular full-time employees are entitled to 8/80 or 1/10 time off when a holiday falls in a biweekly 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 biweekly pay period. Holiday time off shall be determined by calculating 1/10 of the hours worked by the part-time employee in the biweekly 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.
323. The proportionate amount of holiday time off shall be taken in the same or next fiscal year in which the holiday was provided. Holiday time off shall be taken at a time mutually agreeable to the employee and the appointing officer.

Time Off for Voting

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

**G. SALARY STEP PLAN AND SALARY ADJUSTMENTS**

ii. Salary Step Plan

325. Appointments to positions in the SFMTA shall be at the entrance rate established for the position except as otherwise provided herein.

1. Promotive Appointment in a Higher Class

326. An employee who is a permanent appointee following completion of the probationary period or an employee who has served six (6) months of continuous service, and who is appointed to a position in a higher classification, deemed to be promotive by the SFMTA Human Resources Department shall have his/her salary adjusted to a step in the promotive class as follows:



327. a. If the employee is receiving a salary in his/her present classification equal to or above the entrance step of the promotive class, the employee's salary in the promotive class shall be adjusted to two (2) steps to the closest step representing a 10% increase in the salary grade over the salary received in the lower class but not above the maximum of the salary range of the appropriate classification.

328. b. If the employee is receiving a salary in his/her present classification which is less than the entrance step of the salary range of the promotive classification, the employee shall receive a salary step in the promotive class which is closest to an adjustment of 10% above the salary received in the class from which promoted. The proper step shall be determined in the biweekly salary grade and shall not be above the maximum of the salary range of the promotive class.

2. Provisional to Promotive

329. A provisional appointee who accepts appointment to a promotive position from a regular eligible list shall have his/her salary in the promotive appointment based on the salary in his/her regular civil service next lowest rank position from which s/he gained promotive eligibility, except as herein provided.

330. If the following conditions are met, the salary in the promotive appointment shall be not less than the salary received under provisional appointment:

331. a. That the employee was serving under permanent provisional appointment for at least six (6) months immediately prior to accepting such regular promotive appointment.

332. b. That the employee received a salary above the entrance rate of the compensation schedule in the permanent limited tenure appointment.

333. c. That if the salary steps in the provisional class and the regular promotional class do not match, the employee shall be advanced to the salary step in the compensation schedule nearest that received in the provisional appointment.

334. d. Further increments in the compensation schedule in the regular promotive class shall be based on the date of permanent appointment to the regular promotional appointment.

3. Nonpromotive Appointment

335. When an employee accepts an appointment in a class having the same or lower salary grade, the employee shall be placed at the step nearest to, but not less than their current salary, not to exceed the maximum of the salary grade.

4. Appointment Above Entrance Rate

336. Appointments may be made at any step in the salary grade upon mutual agreement with the Union under any one of the following conditions::

**[begin addition] 337a. The Appointing Officer seeking such Appointment Above Entrance shall submit a written request to the Union, for which the Union shall have five (5) business days to**

**respond. If the Union fails to respond within 5 business days, the Appointing Officer may proceed with the Appointment Above Entrance.**

337. [end addition] a. A former permanent City employee, following resignation with service satisfactory, is being reappointed to a permanent position in his/her former classification.
338. b. Loss of compensation would result if appointee accepts position at the normal step.
339. c. A severe, easily demonstrated and documented recruiting and retention problem exists, such that all city appointments in the particular class should be above the normal step.
340. d. The appointee possesses special experience, qualifications and/or skills which, in the Appointing Officer's opinion, warrants appointment above the entrance rate.
341. e. If a new employee is hired above Step 1 under section (4)(c) above, all incumbents in the same classification shall be advanced to the same step at which the new employee is hired. In this case, the incumbents shall maintain their original anniversary date in the class for future step increases.

5. Appointive Position

342. An employee whose position is affected by the provisions of II.D. Layoff of this Agreement and is thereupon appointed to another appointive position shall receive a salary in the second position based upon the relationship of the duties and responsibilities and length of prior continuous service.

6. Reappointment Within Six Months

343. An employee who resigns and is subsequently reappointed to a position in the same classification within six (6) months of the effective date of resignation shall be reappointed to the same salary step that the employee received at the time of resignation.

Compensation Adjustments

*1. Prior Fiscal Year Promotion*

344. When an employee promoted to a higher classification during a prior fiscal year receives a lesser salary than if promoted in the same class and from the same salary step during the current fiscal year, his/her salary shall be adjusted on July 1 to the rate s/he would have received had s/he been promoted in the current fiscal year.
345. The salary and anniversary increment date shall be adjusted for any employee promoted from one class to a higher classification who would receive a lesser salary than an employee promoted at a later date to the same classification from the same salary step in the same base class from the promotional examination was held.

*2. Salary Increase in Next Lower Rank Classification*

346. When a classification that was formerly a next lower rank in a regular civil service promotional examination receives a salary schedule higher than the salary schedule of the classification to which it was formerly promotive, the rate of pay to an employee who was promoted from such lower class shall be equivalent to the salary s/he would have received had s/he remained in such lower class.

3. *Flat Rate Converted to Salary Range*

347. 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.

4. *Continuation of Salary Step Earned Under Temporary Appointment*

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

5. *Credit for Non Permanent Service*

349. A non permanent employee who has completed six (6) months or more of non permanent employment within the immediately preceding one (1) year period before appointment to a permanent position in the same class shall be appointed at the next higher step in the one (1) year required service from the date of permanent appointment. These provisions shall not apply to non permanent employees who are terminated for unsatisfactory services or resign their non permanent position.

6. *Salary Anniversary Date Adjustment.*

350. Permanent employees working under provisional appointment in other classifications or temporary appointments from eligible lists in other classifications shall have their salary adjusted in the provisional or temporary class when such employees reach their salary anniversary date in their permanent class.

Compensation Upon Transfer or Reemployment

1. *Transfer*

351. An employee transferred from one department to another, but in the same classification, 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.

2. *Reemployment In an Intermediate Classification*

352. 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 classification shall receive a salary based upon actual permanent service in the higher classification, unless such salary is less than the employee would have been entitled to if promoted directly to the intermediate classification. Further increments shall be based upon the increment anniversary date that would have applied in the higher classification.

3. *Reemployment In a Formerly Held Classification*

353. An employee who has completed the probationary period in an entrance appointment who is laid off and is returned to a classification formerly held on a permanent basis shall receive a salary based upon the original appointment date in the classification to which the employee is returned. An employee who is returned to a classification not formerly held on a permanent basis shall receive a salary based upon actual permanent service in the classification from which laid off.

Salary Step Placement Resulting from Status Grant

354. Employees who are granted status in another class where the salary grade is higher than the current class shall be placed at the same salary step in the new class as the employee was at in the former class and maintain his/her anniversary date.

**H. NON-PERMANENT EMPLOYEES**

Testing of Non-Permanent Employees

355. The Union and the SFMTA shall meet upon the request of either party regarding classifications that have excessive numbers of non-permanent employees. If deemed by the parties to be useful, they may establish a joint committee for the purpose of reaching an agreement which shall be submitted to the Civil Service Commission for approval, if required by Charter. Nothing herein shall be construed, however, as the Union's agreement to proceed with rule of the list appointments in a manner other than the process previously established between the Union and the Civil Service Commission under Rule 413.

356. Non-permanent employees with two years or more of continuous service in class and who: (a) are available for appointment from an eligible list, and (b) are displaced because of the appointment of another eligible, and (c) are not offered employment in a comparable position, shall receive severance pay as follows:

two to three years of service in class	one weeks of pay per year of service
four to nine years of service in class	two weeks of pay per year of service
ten or more years of service in class	three weeks of pay per year of service

Save-Our-Services Labor/Management Committee

357. Both the SFMTA and the Union recognize the need to:

- review the use of public/private partnerships;
- review the use of personal services contracts; and
- use “as-needed” and/or other non-permanent employees for operational purposes under certain circumstances, but desire to ensure such non-permanent appointment status is not used inappropriately.

358. The SFMTA agrees to participate on behalf of service critical employees at the SFMTA as part of the Save-Our-Services Labor/Management Committee when such a committee is established by the City.

Flat Step Classifications

359. Effective July 1, 1996, represented classes which are currently at a flat biweekly rate shall be converted to the corresponding salary schedule for which the third step is closest to the current flat rate. Employees in prior flat rate represented classes shall be appointed to the step which recognizes the length of service in the classification. Employees with less than six months continuous service shall be appointed to step three. Employees with more than six months, but less than eighteen months continuous service shall be appointed to step four. Employees with more than eighteen months continuous service in the same class shall be appointed to step five.

Part-Time Employees

360. A represented employee working less than full-time, who would not receive a salary increment adjustment otherwise, shall be granted a one-time step increase, not to exceed top step of class, when he or she completes 1040 hours of service in his or her classification.

Seniority

361. The first date of hire in a classification shall be used to break seniority ties of permanent employees in the same classification who have gained or shall have gained permanent status under ATP.

Benefits

362. Employees who have worked 1040 hours in any consecutive twelve (12) month period shall receive all benefits which are provided to permanent employees, including but not limited to retirement, premiums, vacation pay, sick pay, holiday pay and jury duty pay.

Health Benefits for As-Needed Employees

363. The SFMTA agrees to participate on behalf of service critical employees at the SFMTA as part of the As Needed Health Benefits Committee when such a committee is established by the City.

Data

364. It is the intent of the parties to curtail and limit the use of long-term provisional employment. Accordingly, the parties will continue to make efforts to install and support procedures and policies designed to achieve that objective. Access to relevant data is essential to the Unions' involvement in this process. It is agreed, therefore, that the SFMTA Department of Human Resources shall provide to the Union a monthly report on computer diskette. Two data sets shall be included on the diskette. The first will include employee name, class name and number and employment status, time in position, and total number of employees represented by the Union by department and classification. The second will list all represented classes containing any provisional employees. It will indicate the list adoption date if a list exists and one or two additional dates related to the list adoption process. The parties may mutually agree to add data fields that may be requested by the Unions that do not infringe upon privacy or violate law.

**I. SENIORITY INCREMENTS**

i. Entry at the First Step

*Advancement Through Salary Steps*

365. Except as otherwise provided herein, employees shall advance to the second step upon completion of one thousand forty (1,040) hours worked and to each successive step upon completion of the one (1) year required service.

**[begin addition] 366a. Effective July 1, 2012: Employees hired on or after July 1, 2012, shall advance to the second step and each successive step upon completion of the one (1) year required service.**

**[end addition]**

366. Each year of satisfactory service normally shall make an employee eligible for consideration for salary advancement within the salary range of his/her classification, except where such employee is in a class for which there is a single rate of pay. If an employee's service is not deemed satisfactory, based on a written performance appraisal, the employee may not be eligible for consideration for salary advancement.

367. If an employee does not receive a performance appraisal within forty-five (45) days after his/her anniversary date, or the date the appraisal is due and a written notice of intent to withhold the increase no later than fifteen (15) days before the step increase due date, and the employee is scheduled for a step increase, the appraisal for said year shall be considered satisfactory and any step increase due will be provided to the employee retroactively to his/her anniversary date. Denial of a step increase is subject to appeal through the expedited arbitration procedure of this Agreement.

ii. Entry at Other Than the First Step

368. Employees who enter a classification at a rate of pay at other than the first step shall advance one step upon completion of the one (1) year required service. Further increments shall accrue following completion of the required service at this step and at each successive step

iii. ~~[begin deletion] Conversion from Salary Set by Charter Section 8.400~~

~~369. Employees with at least six months continuous service in their current classification, shall be eligible to receive annual salary step increments based on their length of service in their current classification. After six months of continuous service, employees at step one shall be eligible to advance to the second step in the salary grade. Thereafter, they shall receive subsequent salary increments on the anniversary dates of the first increment until they reach the fifth step. Non-permanent employees who receive a salary step increment and thereafter become permanent, shall receive subsequent salary increments on the anniversary date of the first increment until they reach the fifth step.~~

~~[end deletion]~~

iv. Date Increment Due

370. Increments shall accrue and become due and payable on the next day following completion of required service as an employee in the class.

v. Lay-Off

371. An employee who (1) is "laid off" from a permanent appointment, (2) is immediately and continuously employed in another classification with the City, either permanent or temporary, and (3) is thereafter re-employed in his/her permanent position without a break in service, shall, for the purposes of determining salary increments, receive credit for time served while laid off from his/her permanent appointment.

**J. HEALTH PLAN**

Health and Dental Benefits

372. Maintenance of Benefits: The current benefits level shall be maintained for the duration of this agreement.
373. Contribution: The SFMTA shall contribute and continue to contribute a monthly amount towards employee health benefits for each represented employee as determined by Charter Section 8.423, which provides for an annual benefits survey of the ten most populous counties.

374. Dependent Care Health Benefits

Amount of Employee Contribution to be paid by the SFMTA

The SFMTA shall contribute \$225 per month per employee to provide for dependent coverage for employees with one or more dependents. However, in the event that the cost of dependent care exceeds \$225 per month, the City will adjust its pick-up level up to 75% of the cost of Kaiser's dependent health care medical premium coverage for the employee plus two or more dependents category.

**Medically Single Employees**

[begin deletion] **Fiscal Year 2010-2011**

[end deletion]

375. **[begin addition] From July 1, 2012, to June 30, 2014, for [end addition] [begin deletion] For** [end deletion] "medically single"/Employee Only employees (i.e., benefited employees not receiving the contribution paid by SFMTA for dependent health care benefits), during Fiscal Year [begin deletion] 2010-2011 [end deletion] [begin addition] **2012-2013 and 2013-2014** [end addition] only, SFMTA shall contribute all of the premium for the employees' own health care benefit coverage.

**[begin addition] 376a. Effective July 1, 2014, unless otherwise agreed by the parties or ordered by an arbitration board pursuant to Charter Section A8.409, for "medically single employees" (Employee Only) enrolled in any plan other than the highest cost plan, the City shall contribute ninety percent (90%) of the "medically single employee" (Employee Only) premium for the plan in which the employee is enrolled; provided, however, that the City's premium contribution will not fall below the lesser of: (a) the "average contribution" as determined by the Health Service Board pursuant to Charter Sections A8.423 and A8.428(b)(2); or (b), if the premium is less than the "average contribution", one hundred percent (100%) of the premium.**

**376b. For the period July 1, 2014, through December 31, 2014, only, for “medically single employees” (Employee Only) who elect to enroll in the highest cost plan, the City shall contribute ninety percent (90%) of the premium for the second highest cost plan, plus fifty percent (50%) of the difference between: (a) ninety percent (90%) of the premium for the second highest cost plan, and (b) one hundred percent (100%) of the premium for the highest cost plan. Thereafter, the City shall contribute ninety percent (90%) of the premium for the second highest cost plan for such employees.**

**376c. The provisions in paragraphs 376a and 376b above shall not apply to “medically single employees” (Employee Only) who are permanently assigned by the City to work in areas outside of the health coverage areas of Kaiser and Blue Shield for the term of this Agreement. For such “medically single employees” (Employee Only), the SFMTA shall continue to contribute one hundred percent (100%) of the premium for the employees’ own health care benefit coverage.**

[end addition]

[begin deletion] ~~Fiscal Year 2011-2012 and Thereafter~~

~~376. SFMTA will participate in the City wide labor management committee formed 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 2011–2012.~~

~~377. 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, 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.~~

~~378. If no mutual agreement on another option is reached, and if an employee’s work location reasonably requires him or her to reside in a county in which there is no City HMO available, then SFMTA shall pay for medically single/Employee Only coverage under the City plan.~~

[end deletion]

[begin addition] **377. 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 or \$15/month for employee+2 or more dependents.**

[end addition]

379. Consistent with the terms of ordinances which are adopted by the Board of Supervisors and pursuant to Charter Section 12.202, the City shall propose changes to the Health Services eligibility criteria to provide for the enrollment of provisional, regularly scheduled employees upon appointment.



380. Subject to Charter requirements and in accordance with its meet and confer obligations under the MMBA, the City agrees to meet with SEIU and other affected unions in the event a Charter amendment is proposed which would require or permit the City to provide employees with health insurance coverage through CalPERS.

381. Dental: The SFMTA shall continue to contribute a monthly amount per represented employee sufficient to continue the family dental coverage specified in the Memorandum of Agreement signed and dated March 31, 1992 between the City and the Union.

[begin deletion] Citywide Retiree Health Benefits Committee

~~382. The SFMTA agrees to participate on behalf of service critical employees at the SFMTA as part of the Citywide Retiree Health Benefits Committee when such a committee is established by the City.~~

[end deletion]

#### **K. LONG TERM DISABILITY INSURANCE**

383. The SFMTA shall provide to employees with six months continuous service a Long Term Disability (LTD) plan that provides, after a one hundred eighty (180) day elimination period, sixty percent (60%) salary (subject to integration) up to age sixty-five. Employees who receive payments under the LTD plan shall not be eligible to continue receiving payments under the City's Catastrophic Illness Program.

#### **L. BENEFITS WHILE ON UNPAID LEAVE OF ABSENCE**

384. The SFMTA will cease payment of any and all contributions for employee health and dental benefits for those employees who remain on unpaid status in excess of twelve (12) continuous weeks, with the exception of approved sick leave, workers' compensation leave, family care leave, or mandatory administrative leave. Following expiration of the employee's family care leave, the employee may request personal leave due to hardship (pursuant to the procedures of the SFMTA Department of Human Resources). Paid benefits shall continue during this approved personal leave. In addition, the SFMTA will continue payment of all regular contributions for employee health and dental benefits for an employee on a holdover list during the time period that the employee verifies that the employee does not have alternative health care coverage. The verification process shall be established by the Department of Human Resources and the Union.

385. It is not the intent of the SFMTA to schedule any employee less than twenty (20) hours per week for the purpose of avoiding the payment of benefits.

#### **M. RETIREMENT**

[begin deletion] Pickup & Savings

386. ~~Effective July 1, 2010, all covered employees who are members of SFERS agree to pay their own employee retirement contribution 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), SFMTA shall pick up one-half percent (0.5%) of the total eight percent (8%) employee retirement contribution to SFERS.

387. [begin deletion] Effective July 1, 2010, all covered employees who are members of PERS agree to pay their own employee retirement contribution in an amount equal to nine percent (9%) of covered gross salary.

[end deletion]

**Retirement Restoration**

388. For employees who retire prior to July 1, 2013 and whose final compensation for retirement purposes is impacted by the wage reduction described in Article III, Section A, [begin addition] **of the Parties' 2010-2012** [end addition] Agreement SFMTA will make available restoration pay in a lump sum equivalent to the pensionable value of the wage reduction described in Article III, Section A [begin addition] **of the Parties' 2010-2012** [end addition] [begin deletion] of this Agreement [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] For employees who retire prior to July 1, 2012, post-retirement payouts of vacation and vested sick leave will be made at the employee's normal (pre-reduction) 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].

389. 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 four (or five, depending on the number of years of City Service, as described in above to vacation days upon retirement. This re-designation shall not apply to floating holidays carried over from a prior fiscal year. Once they have taken four (or five, depending on the number of years of City Service, as described above floating holidays during the Final Compensation Period, such employees will not be eligible to take any floating holidays during the last thirty (30) days of their employment except for floating holidays accrued before July 1st of the fiscal year in question.

Temporary Employees

390. Effective 5/1/95 retirement benefits will be provided to temporary employees who have worked at least 1040 hours.

[begin deletion] Joint Union Management Committee

~~391. The SFMTA agrees to participate, on behalf of service critical employees at the SFMTA, as part of the citywide Task Force when such a Task Force is established by the parties.~~

[end deletion]

Retirement Buy Back

392. It is the intent of the SFMTA that the Retirement System shall continue to authorize the pre-tax buyback of pension credits by qualified members.

Retirement Board

Benefit Processing Time

393. The Retirement Board shall process and pay retirement claims, except in cases beyond the Board's control, in the following manner:

	<u>BENEFIT</u>	<u>PROCESSING TIME</u>
	Initial monthly retirement allowance.	Initial payment shall begin within sixty (60) days after the first of the month following the date of retirement provided that the appropriate forms of the Retirement System have been submitted.
	Withdrawal of Contributions.	A refund of contributions will be paid within six (6) weeks following submission of the appropriate forms of the retirement System.
	Death Benefit.	A death benefit will be paid within thirty (30) days from the filing of the appropriate forms of the Retirement System.

Review of Retirement Portfolio

394. The Retirement System agrees to hold a meeting each Fall, following their annual audit, to review their portfolio with interested unions. The Retirement System will request the unions to submit questions in advance of such meeting to set an appropriate agenda.

vi. Retirement Reopener

396. Consistent with provisions of Charter Section A8.409, this Agreement shall be reopened if the Charter is amended to enable the City and the Union to negotiate and arbitrate retirement benefits.

vii. Retirement Seminar

397. Subject to development, availability and scheduling by SFERS, employees shall be allowed not more than one day during the life of this CBA to attend a pre-retirement planning seminar sponsored by SFERS or PERS.

398. 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 released from work to attend the seminar unless staffing requirements or other Department exigencies require the employee’s attendance at work on the day or days such seminar is scheduled. Release time shall not be unreasonably withheld.

399. All such seminars must be located within the Bay Area.

400. This section shall not be subject to the grievance procedure.

**N. CHILD CARE & VOLUNTEER/PARENTAL RELEASE TIME**

401. The SFMTA agrees to participate, on behalf of service critical employees at the SFMTA, as part of the Child Care Study Committee when such a committee is established by the City.

Volunteer/Parental Release Time

402. Represented employees shall be granted paid release time to attend parent teacher conferences of two (2) hours per semester.

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

**O. DCAP PROGRAM**

404. The SFMTA shall continue to provide a DCAP program to Union members. The Union and the shall negotiate any beneficial changes to the program or any changes that may be necessary due to tax rule changes.

**P. PAYROLL PROCEDURES**

Overtime & Holiday Pay

405. The SFMTA agrees to take necessary action in the annual budget process and through the supplemental appropriation process, if necessary, to assure that the departmental overtime accounts will have sufficient funds to pay overtime and holiday pay to those assigned to work such overtime and holidays throughout the fiscal year.

406. The Controller agrees to process and distribute all holiday and overtime [begin deletion] paychecks [end deletion] [begin addition] payments [end addition] with the regular pay warrants for the period in which the overtime was earned.

Recovery of Overpayment

407. Should recovery of overpayment of salary or wages be necessary, the Controller's PPSD will make every attempt to minimize the hardship for the employee.

408. The schedule of recovery of any overpayment shall be made by mutual agreement between the SFMTA and the employee. In the absence of a mutual agreement, the SFMTA may recover no more than 20% of the total amount in any one biweekly [begin deletion] paycheck [end deletion] [begin addition] payment [end addition] .

409. In correcting all employee underpayment or nonpayment problems, the following guidelines will be used to correct the most significant problems first:

1. No [begin deletion] ~~Check~~ [end deletion] [begin addition] Payment [end addition] on Pay Day for the Pay Period

410. Highest priority, full [begin deletion] ~~check~~ [end deletion] [begin addition] payment [end addition] to be issued as quickly as possible, [begin deletion] ~~within four (4) hours~~ [end deletion] [begin addition] on the same business day [end addition] if [begin addition] the employee or the employee's department payroll division notifies [end addition] PPSD [begin deletion] ~~or departmental payroll division is notified~~ [end deletion] before [begin deletion] ~~noon~~ [end deletion] [begin addition] 9:00 AM [end addition] on payday or [begin deletion] ~~before noon~~ [end deletion]

on any subsequent day. If PPSD [begin deletion] or departmental payroll division is notified [end deletion] [begin addition] **receives notice [end addition]** after [begin deletion] noon [end deletion] [begin addition] **9:00 AM [end addition]** but before 4 p.m., the [begin deletion] check [end deletion] [begin addition] **payment [end addition]** will be issued [begin deletion] no later than noon [end deletion] on the following day.

2. [begin deletion] Check [end deletion] [begin addition] **Payment [end addition]** on Pay Day is 10% or More Short of Total Due for Pay Period

411. Second priority, correcting payment to be issued as quickly as possible with the goal of three (3) working days of report to payroll.

3. [begin deletion] Check [end deletion] [begin addition] **Payment [end addition]** on Pay Day is Less than 10% Short of Total Due for Pay Period

412. Third priority, correcting payment to be issued as quickly as possible, with a goal of within ten (10) working days of report to payroll.

#### Additional Payroll Procedures

413. Upon the request of the Union, the Director of the Controller's PPSD or (designee) agrees to meet with the Union to discuss matters related to the SFMTA's payroll procedures, including but not limited to, the creation of a fund for reimbursement of short [begin deletion] checks [end deletion] [begin addition] **payments [end addition]** issuance of overtime, holiday, vacation, or final [begin deletion] paychecks [end deletion] [begin addition] **payments [end addition]** .

#### Maintenance and Charges

414. Charges and deductions for all maintenance, such as housing, meals, laundry, etc., furnished to and accepted by employees shall be made on time rolls and payrolls in accordance with the schedule of maintenance charges fixed and determined in the current Annual Salary Ordinance. Such charges will be fixed at their current rates for the term of this agreement.

#### **Q. JURY DUTY**

415. An employee shall be excused from work on a work day on which he/she performs jury service, providing he/she gives prior notification to his/her supervisor. During such excused absence, an employee shall be paid up to an amount of the difference between jury fees and his/her regular shift earnings.

#### Swing and Night Shift Employees

416. An employee who takes jury duty leave shall not be required to work a swing or night shift on the day(s) of the leave and shall be paid up to an amount of the difference between jury fees and his/her regular shift earnings.
417. Witness leave shall be paid as currently provided in the Civil Service rules.

**R. VACATION**

Vacation and Days Off Scheduling

418. Subject to the approval of the Appointing Officer, vacation periods and days off shall be scheduled by mutual agreement of the employee and his/her supervisor. In the event of a conflict where two or more employees desire the same vacation period or days off, the supervisor shall grant the preference of the more senior employee, after taking into account the needs of the service.

Holiday during Vacation

419. If a holiday occurs during an employee's vacation and the employee would as a matter of law have been entitled to said day as a regular day off, such holiday shall not be considered a day of vacation chargeable to the employee's vacation allowance.

Vacation when Employment Ceases

420. An employee with one year or more of service who ceases to be employed by the city and county and who has neither received nor waived his current annual vacation allowance shall receive a pro-rate payment for all service performed since January 1 of the calendar year in which he ceases to be employed, together with an amount equivalent to any accumulated vacation allowances due him.

Annual Vacations of Employees

421. Every person employed in the city and county service shall be allowed a vacation with pay annually, as long as he continues in his employment, as follows:

1. After one years' continuous service, 10 working days.
2. After five years' continuous service, 15 working days.
3. After fifteen years' continuous service, 20 working days.

422. Employees may elect not to take their entire vacation in any one year and in such event may accumulate the days allowable and not taken for use at some future time, provided, however, that no employee may accumulate unused vacation allowance in excess of 400 hours regardless of length of service.

423. In computing vacation pay, no employee shall be considered to work more than five days each week. Vacation pay for employees working less than a five day week shall be computed proportionately.

424. Vacation pay shall include all premiums, differentials, etc that an employee earns during the regular work year.

Authorization of Transfer of Vacation Credits

425. Employees of the SFMTA may individually transfer their vested vacation allowance credits to another individual employee of the City and County of San Francisco who has been determined to be catastrophically ill be the employee's head of department, in accord with the definition of catastrophic illness to be provided by the Health Commission, and who has exhausted her or his vacation allowance, sick leave and compensatory time off, provided that such transfer may be made only in compliance with the terms and conditions established by the board of supervisors.

**S. STATE UNEMPLOYMENT AND DISABILITY INSURANCE**

426. Upon certification by the Union that one or more representation units covered by this MOU desires to be enrolled in the State Disability Insurance Program, the SFMTA Department of Human Resources shall immediately take any and all necessary action to enroll such representation units and all employees therein. The Union shall certify to the SFMTA Human Resources Director which representation units desire to be enrolled for SDI no later than forty-five (45) days prior to SDI's quarterly enrollment dates and shall take necessary action to enroll such employees in time for the next SDI enrollment date.
427. Once an employee or classification is enrolled in the State Disability Insurance Program, these benefits shall continue for the employee or classification regardless of any reassignment or reclassification which may occur.
428. An employee entitled to SDI shall receive in addition thereto such portion of his/her accumulated sick leave with pay as will equal, but not exceed, the regular biweekly "take home" earnings of the employee, excluding optional deductions. Such supplementary payments shall continue for the duration of the employee's illness or disability or until sick leave with pay credited to the employee is exhausted, whichever occurs first.
429. At an employee's option, an employee's accrued vacation, holiday, and compensatory time off can also be integrated with SDI payments in the same manner as sick leave.
430. During the term of the agreement, all classifications added to the SEIU bargaining unit, where other members of the bargaining unit are covered by State Disability Insurance, shall automatically be covered by SDI.
431. The City agrees to continue participating in the State Unemployment Insurance Program as long as applicable laws so require.

**T. FAIR LABOR STANDARDS ACT**

432. 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 SFMTA to ensure that their employees receive, at a minimum, such Fair Labor Standards Act benefits.

**U. EMPLOYEE ASSISTANCE PROGRAM**

433. The existing Collective Bargaining Agreement sets forth the EAP program between SFMTA and SEIU (beginning on Page A-13)

**V. DIRECT DEPOSIT OF [BEGIN DELETION] PAYCHECKS [END DELETION]  
[BEGIN ADDITION] PAYMENTS**

434. [end addition] The City shall continue to provide the electronic deposit of [begin deletion] ~~paychecks~~ [end deletion] [begin addition] payments [end addition] . At the request of an employee, the City shall continue the electronic transfer at no cost to the employee to the financial institution of the employee's choice so that funds are available on payday.

**W. REVENUE MEASURE**

435. The City/SFMTA and SEIU are committed to working with other stakeholders, including labor organizations, non-profit agencies, and community and business representatives, to develop and support revenue measure(s) on the November, 2009 ballot. Upon the Union’s request, the parties shall begin meeting between November 3, 2009 and November 10, 2009 to discuss the impact, if any, of the passage or failure of these revenue measure(s).
436. The Revenue Measure provision shall not be subject to the Grievance Procedure.

[begin addition] **X. PAID SICK LEAVE ORDINANCE**

**437. San Francisco Administrative Code, Chapter 12W, Paid Sick Leave Ordinance, is expressly waived in its entirety with respect to employees covered by this Agreement. [end addition]**

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## ARTICLE IV – GRIEVANCE PROCEDURE & PERSONNEL FILES

### A. GRIEVANCE PROCEDURE

#### i. Definition

437. A Grievance shall be defined as any dispute which involves the interpretation or application of, or compliance with this Agreement, discipline or discharge.

#### ii. Grievance Description

438. The Union and the SFMTA agree that the following guidelines will be used in the submission of grievances:

439. a. The basis and date of the grievance as known at the time of submission;

440. b. The section(s) of the contract which the Union believes has been violated;

441. c. The remedy or solution being sought by the Grievant.

#### iii. Procedure

442. Only the Union shall have the right on behalf of a disciplined or discharged employee to grieve the discipline or discharge action.

443. Except for grievances based on alleged violations of Article III. D. (Out of Class Work, Acting Assignment), in no event shall a grievance include a claim for money relief for more than a thirty (30) working day period prior to the initiation of the grievance. For grievances based on alleged violations of Article III. D. (Out of Class Work, Acting Assignment), in no event shall a grievance include a claim for money relief for more than a forty five (45) working day period prior to the initiation of the claim as described in Article III. D. In the event that the parties agree to settle a grievance through a formal settlement agreement containing a back pay provision or in the event that an arbitrator makes an award pursuant to this CBA's grievance procedure that includes back pay, the SFMTA will issue a [begin deletion] ~~check~~ [end deletion] [begin addition] payment [end addition] in the appropriate amount within 90 days from the date the settlement agreement is fully executed or, in the case of an arbitration award, within 90 days from either: (a) the date of receipt of an arbitration award that sets forth a specific dollar amount of back pay; or (b) the date the parties verify and agree on the specific back pay calculation. If the SFMTA does not meet this 90-day deadline, the grievant(s) shall be entitled to interest at the rate of 5% per year beginning on the 91st day until the date the [begin deletion] ~~check~~ [end deletion] [begin addition] payment [end addition] is issued. In the event that either party moves to judicially challenge the arbitration award, the ninety (90) day deadline shall apply upon the resolution of such challenge, assuming the resolution to the judicial challenge is final and contains a specific dollar amount as discussed above.

444. The management representative named in the Steps of this grievance procedure may appoint a designated representative to act on his/her behalf with the accompanying authority to settle the grievance at the appropriate grievance step.

iv. Time Limits

445. The parties have agreed upon this grievance procedure in order to ensure the swift resolution of all grievances. It is critical to the process that each step is followed within the applicable timelines. Steps are skipped only with the express, prior approval of the other party, except as outlined in paragraphs [begin deletion] 395-398 [end deletion] [begin addition] **below** [end addition] .
446. All time limits referred to in this section are binding on each party.
447. A time limit may be extended by the Union and the Management Official responsible for the decision making at the particular step of the process by agreement entered into prior to the expiration of the time limit. This agreement must be confirmed in writing by the party initiating the extension request. Failure by the Union to follow the time limits, unless mutually extended, shall cause the grievance to be withdrawn. Failure of the SFMTA to follow the time limits shall serve to move the grievance to the next step.
448. Any deadline date under this procedure that falls on a Saturday, Sunday or Holiday shall be continued to the next business day.

Employee Grievance Procedure

449. An employee having a grievance may first discuss it with the employee's immediate supervisor, or the next level in management, to try to work out a satisfactory solution in an informal manner. The employee may have a representative at this discussion.

[begin addition] 1. [end addition] Step I Immediate Supervisor

450. If a solution to the grievance, satisfactory to the employee and the immediate supervisor is not accomplished by informal discussion, the Union may pursue the grievance further.
451. The Union shall submit a written statement of the grievance to the immediate supervisor within fifteen (15) calendar days of the facts or event giving rise to the grievance, or within fifteen (15) calendar days from such time as the employee or Union should have known of the occurrence thereof. In cases alleging sexual harassment, the time limit during which to file a grievance shall be four (4) months.
452. The immediate supervisor will make every effort to arrive at a prompt resolution by investigating the issue. He/she shall respond in writing within five (5) calendar days.
453. Grievances related to a suspension of an employee may be submitted initially at Step II of this procedure within fifteen (15) calendar days of the date of final notice of disciplinary action.

[begin addition] 2. [end addition] Step II MUNI General Manager/Designee

454. If the grievance is not satisfactorily resolved in Step I, the written grievance shall be advanced, containing a specific description of the basis for the claim and the resolution desired, and submitted to the department head or his/her designee within fifteen (15) calendar days of receipt of the Step I response. The parties shall meet within fifteen (15) calendar days, unless a mutually agreed upon alternative is established. The department head/designee shall, within fifteen (15) calendar days of

receipt of the written grievance, or within ten (10) calendar days of the date the meeting is held, whichever comes later, respond in writing to the grievant and the Union, specifying his/her reason(s) for concurring with or denying the grievance.

[begin addition] 3. [end addition] Step III SFMTA Personnel/Labor Relations Manager/Designee

455. If the decision of the department head/designee is unsatisfactory, the Union may, within fifteen (15) calendar days after receipt of the Department's decision, submit the grievance in writing to the SFMTA Personnel/Labor Relations Manager/Designee
456. The SFMTA Personnel/Labor Relations Manager/Designee or designee shall have fifteen (15) calendar days after receipt of the written grievance in which to review and seek resolution of the grievance and respond in writing.
457. Subject to applicable law, the SFMTA Personnel/Labor Relations Manager/Designee shall have authority to settle grievances at this step.

[begin addition] 4. [end addition] Step IV Final and Binding Arbitration

458. Should there be no satisfactory resolution at Step III, the Union has the right to submit and advance the grievance to final and binding arbitration within thirty (30) calendar days of receipt of the Step III response. On an annual basis, the City and the Union shall establish a Standing Arbitration Panel by each submitting a list of seven (7) arbitrators. The SFMTA agrees to utilize the same panel as established between the City and the Union. In any grievance referred to arbitration, the parties shall alternately strike from said List until a single name remains, and said arbitrator shall be designated to hear the matter. Whether the Union or City deletes the first name in the alternating process shall be determined by lot.
459. Except when a statement of facts mutually agreeable to the Union and - SFMTA is submitted to the arbitrator, it shall be the duty of the arbitrator to hear and consider facts submitted by the parties.
460. The SFMTA and the Union must commence selecting the arbitrator and scheduling the arbitration within thirty (30) calendar days of - SFMTA Human Resources Director's receipt of the Union's arbitration request. The parties agree to recommend to the selected arbitrator that the hearing be scheduled within ninety (90) calendar days of his/her selection. Should the designated arbitrator be unable to comply with this requirement, the parties shall by mutual agreement commence contacting other arbitrators on the panel, beginning with the last struck, until an arbitrator is selected who will meet such requirement.
461. The arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement.
462. The parties shall encourage the arbitrator to make his/her awards within forty-five (45) calendar days following the receipt of closing arguments or briefs. The decision of the arbitrator shall be final and binding on all parties.

463. Each party shall bear its own expenses in connection therewith. All fees and expenses of the arbitrator and court reporter and report, if any, shall be borne and paid in full and shared equally by the parties. Transcript costs shall be paid separately by the party requesting the transcript. If parties mutually request, and the arbitrator agrees, a court reporter may not be required.
464. Individuals who may have direct knowledge of the circumstances relating to the grievance may be present at the request of either party at the hearing. In the case of employees of the City, they shall be compensated at an appropriate rate of pay for time spent.

v. Expedited Arbitration

465. Suspensions up to and including fifteen (15) days and written warnings shall be processed through an expedited arbitration proceeding. By mutual written agreement entered into, before or during Step III of the grievance procedure, the parties may submit other grievances to this expedited arbitration process. At least one day each month, if necessary or as needed, will be used for these grievances. The expedited arbitration shall be before an arbitrator to be mutually selected by the parties who shall serve until the parties mutually agree to remove him/her or for twelve (12) months, whichever comes first. Alternatively, at the time of the selection of the arbitrator, either party may request a list of seven (7) appropriately experienced arbitrators from the American Arbitration Association from which the arbitrator will be selected by the method of striking names. The parties shall not use briefs. Every effort shall be made to have bench decisions followed up by written decisions. These decisions will be final and binding, and shall not be used in any other cases except those of the grievant involved. Transcription by a certified court reporter shall be taken but shall be transcribed only at the direction of the arbitrator.
466. Each party shall bear its own expenses in connection therewith. All fees and expenses of the arbitrator and court reporter and report, if any, shall be borne and paid in full and shared equally by the parties.
467. In the event that an expedited arbitration hearing is canceled resulting in a cancellation fee, the party initiating the request or causing the cancellation shall bear the full cost of the cancellation fee, unless a mutually agreed upon alternative is established.

vi. Rights of Individuals

468. An employee may not be disciplined or discharged without just cause and without written notice of the intended action. The SFMTA agrees to follow the principles of progressive discipline.
469. Employees who are released or disciplined during their initial probationary period or during any probationary period established by this Agreement, may appeal the release or discipline provided that the grounds for the grievance or appeal shall be limited to a claimed violation of the provisions of Article II.A. (Discrimination Prohibited or Reasonable Accommodation). In such an appeal the employee shall bear the burden of proof with respect to the claimed violation.
470. Employees covered by this agreement with temporary status shall be subject to termination or dismissal for just cause only, and the rights described in these sections of the Agreement, including the right to expedited or regular arbitration, in the appropriate case, upon their completion of six (6) months of service.

vii. Skelly Rights

471. An employee subject to suspension or discharge, shall be entitled, prior to the imposition of that discipline or discharge, to a hearing and to the following:
472.       a.     A notice of the proposed action; and  
          b.     The reasons for the proposed discipline; and  
          c.     A copy of the charges and the materials upon which the action is based; and  
          d.     The right to respond, either orally or in writing, to the authority initially imposing the discipline.
473. The Skelly meeting shall be presided over by a management representative who is not the employee's immediate supervisor unless the SFMTA provides the opportunity for the employee to seek administrative review of the Skelly Officer's recommendation prior to the Appointing Officer taking final disciplinary action.
474. The SFMTA agrees to engage in a similar process agreed to by the City to develop an SFMTA specific termination appeal process.

**B. PERSONNEL FILES**

475. Only one (1) official personnel file shall be maintained on any single employee. The official file shall be located in the SFMTA's personnel office unless another location is designated and the employee notified in writing. Each employee shall have the right to review the contents of his/her official personnel file upon request. Nothing may be removed from the file by the employee but copies of the contents shall be provided to the employee at his/her request. Copies in excess of 100 pages shall be at a charge of 10 cents per page.
476. With the written permission of the employee, a representative of the Union may review the employee's personnel file when in the presence of a departmental representative and obtain copies of the contents upon request. Copies in excess of 100 pages shall be at a charge of 10 cents per page.
477. An employee shall have the opportunity to review, sign and date any and all material to be included in the file except routine matters chronicling job and pay charges. The employee may also attach a response to such materials within thirty (30) days of receipt. All material in the file must be signed and dated by the author. The SFMTA may transmit documents to the employee at the employee's last known address by means of U.S. mail or hand-delivery, except disciplinary notification, which must be sent by certified mail when the employee is on leave.
478. With the approval of his/her appointing officer or designees, the employee may include material relevant to his/her performance of assigned duties in the file.
479. No action to impose discipline against an employee shall be initiated more than thirty (30) days from the date the employer knows of the conduct after diligent and timely investigation except for conduct which would constitute the commission of a crime. Initiation of discipline for the purposes of this provision is the date of the charging letter or notice. The discipline imposed may take into account

conduct which is documented in the employee's personnel file or was the subject of a prior disciplinary action.

480. Except for the specific disciplinary matters provided below, materials relating to disciplinary actions in the employee's personnel file which have been in the file three (3) years or more shall not be used. At the request of the employee, materials relating to disciplinary actions which are three (3) or more years old shall be removed, provided there has been no reoccurrence of the conduct on which the discipline was based. The performance evaluations are excluded from this provision.
481. Materials relating to disciplinary actions for misappropriation of public funds or property; misuse or destruction of public property; the use or being under the influence of drugs or alcohol at work; acts which would constitute a felony; acts which present an immediate danger to the public health and safety; or acts of harassment or discrimination based on protected status which have been in the employee's personal file for five (5) years or more shall not be used. At the request of the employee, material relating to such disciplinary actions which are five (5) or more years old shall be removed; provided there has been no reoccurrence of the conduct on which the discipline was based.

Performance Information

482. Negative information regarding any individual employee's performance shall not be publicly displayed, except as may otherwise be required by law or court order. In no way does this section preclude the city from publicly recognizing positive employee performance.

## ARTICLE V - TRAINING

### A. CAREER OPPORTUNITIES

483. The SFMTA agrees to participate, on behalf of service critical employees at the SFMTA , as part of the Career Opportunities Program when such a program is established by the City.

### B. TUITION REIMBURSEMENT

484. The SFMTA agrees to allocate seven thousand five hundred dollars (\$7500) per each year of this agreement to the Tuition Reimbursement Program for the exclusive use of classifications represented hereunder. Employees in said classifications may not receive more than five hundred dollars (\$500) per fiscal year from this special allocation.
485. If any portion of said allocation remains unexpended on June 30th of any fiscal year it shall be carried over to the next Fiscal Year.
486. The Union shall be sent a quarterly report of the persons who have applied for tuition reimbursements, purpose of reimbursement, and monies allocated.
487. Eligibility. Any regularly scheduled full-time or part-time employee within the SFMTA service who has served a minimum of one (1) year of continuous service in any class immediately prior to receipt of application may apply for tuition reimbursement. Such reimbursement shall be for training courses pertaining to the duties of a higher classification or for the purpose of improving performance in the present classification when such courses are offered by an accredited educational institution.
488. Expenses. The SFMTA will reimburse each eligible employee up to \$500 annually for tuition, books, supplies, and other fees for such course if attendance has been approved in advance. The SFMTA will attempt to make such payment promptly upon the employee's submission of proof of satisfactory completion of the course with a passing grade. If the course is not graded, or is not a credited course, an official transcript or other official document shall be deemed evidence of satisfactory completion.
489. Pre-Approval. Application for reimbursement shall be prepared on a form provided by the SFMTA Department of Human Resources. Courses require pre-approval by the Appointing Officer (or designee) and the SFMTA Human Resources Department, neither of which shall be unreasonably denied. Such application for tuition reimbursement shall be made prior to the date of enrollment in the course and, if approved by the Appointing Officer (or designee) and the SFMTA Human Resources Department, reimbursement shall be subject to successful completion of the course. No reimbursement shall be made if the employee is eligible to receive reimbursement for said tuition under a Federal or State Veterans benefit program from other public funds.
490. Repayment. If an employee resigns from the SFMTA within two (2) years following completion of the training course, the amount of the tuition reimbursement shall be repaid by the employee to the SFMTA by cash payment or out of the employee's last pay warrant or, if applicable, retirement earnings.

**C. INSERVICE TRAINING**

491. The SFMTA agrees to institute in service training for represented employees by mutual agreement. Training may include, but is not limited to, instruction that will qualify for required CE credits, certificate and license requirements as required for continued employment in the employee's current classification. Required attendance shall be considered a duty assignment for purposes of payment of salary.

**D. EDUCATIONAL LEAVE**

492. Educational leave may be granted for the purpose of educational or vocational training in a field related to the employee's current position and any training to which a veteran is entitled pursuant to the laws of the United States or the State of California.

493. Educational leave may be approved for appointees for a period of up to one (1) year. Requests for educational leave of longer than one year must be renewed each year.

494. An employee on educational leave shall not accept other employment without approval of the appointing officer except for employment in vacant positions with the City and County during school vacations.

495. As soon as records are available, the employee shall periodically present to the appointing officer a record of completed educational work.

**E. 20/20 WORK TRAINING PROGRAM**

496. Employees under permanent civil service appointment, upon application, may be assigned with pay, not to exceed twenty (20) hours in any one (1) week, to attend classes during regular working hours in educational institutions approved by the Human Resources Director subject to the availability of funds for replacement is required subject to the following:

497. 1. Permission to attend classes during regular working hours must be approved by the appointing officer and approved by the Human Resources Director, subject to the availability of funds for replacement where replacement is required.

498. 2. The class or classes to which the employee would be promoted will be listed by the Department of Human Resources or Human Resources Director and must be in promotive classes where there is a continuing shortage of qualified employees to fill all vacancies.

499. 3. Such assigned time with pay for educational purposes shall only be granted when the class session is during a regular work shift and the employee cannot be reassigned to another work shift.

500. 4. Such assigned time for educational purposes shall not be granted if the course is available at a time other than the employee's regular work shift.



501. 5. Such assigned time for educational purposes with pay shall not be granted to employees who are eligible for other benefits through the Veterans' Administration, the State Department of Veterans' Affairs or other benefit programs.
502. 6. The department head will be responsible for reviewing and checking the attendance of the employee in class during the specified assigned time and the employee on such assigned time must return to work status when school is not in session.
503. 7. Employees granted such time to attend classes who leave the service by resignation prior to a two-year period following completion of the educational course or courses shall be subject to withholding from their final [begin deletion] ~~pay check~~ [end deletion] [begin addition] **payment** [end addition] or retirement contributions an amount equivalent to the payroll cost of such assigned time for educational purposes.

**F. TRAINING, RETRAINING AND CAREER DEVELOPMENT COMMITTEE**

504. The SFMTA agrees to participate, on behalf of service critical employees at the SFMTA , as part of the Career Ladder program when such a program is established by the City

**G. SMART TRAINING**

505. The SFMTA agrees, on behalf of service critical employees at the SFMTA, to participate in the City's SMART training program for appropriate classifications at SFMTA .

## ARTICLE VI – HEALTH & SAFETY

### A. HEALTH AND SAFETY

#### Policy

506. The SFMTA acknowledges its responsibility to provide safe, healthful work environments for SFMTA employees and users of SFMTA services. Every employee has the right to safe and healthful working conditions.
507. Upon request of the Union, SFMTA will meet with the Union to discuss and address safety concerns relating to facilities where employees are assigned to work alone while the facility is open to the public. These discussions may include proposals to provide cellular phones, personal alarm devices, and/or other options where appropriate.
508. Where the employee has a good faith belief that a work assignment presents health and safety risks outside those normally associated with the work, he/she may refuse to begin or continue a work assignment.
509. When in such a case an employee declines to begin or continue a work assignment, she or he shall notify his/her in-house safety officer of the situation. The in-house safety officer shall promptly investigate the complaint. While the employee is awaiting the arrival of the in-house officer, and until the officer has made his/her determination, the employee shall not be required to perform the disputed assignment.
510. If the safety officer determines that the complaint is valid, his/her decision shall override the "departmental" management decisions, including abatement procedures or employee re-assignments. If, after investigation, the in-house officer determines that the work assignment does not present such an unsafe condition, he/she shall notify the employee. The employee shall then have the following options:
1. continue the work in reliance on the decision;
  2. request a re-assignment, which shall not be unreasonably denied; or
  3. continue to refuse the work assignment.
511. If the employee elects option three, he/she shall not be paid unless he/she executes an agreement that if it is ultimately determined that the complaint was invalid, the money shall be repaid to the SFMTA . If it is ultimately determined that the employee's complaint was valid, and he/she has not elected to be paid, the employee shall be made whole for all lost wages and benefits.
512. Employees shall not be subject to discipline or retaliation for exercising any rights under this Section unless it is finally determined that the employee's complaint was a gimmick, e.g., was made or pursued in bad faith or for ulterior motives unrelated to the merits of the dispute.
513. The Union may employ or assign its own safety consultant to investigate the situation in conjunction with the SFMTA's in-house officer. If after consultation between the two, the dispute remains unresolved, it shall be submitted for final determination to a neutral arbitrator selected pursuant to

the provisions of the section covering Expedited Arbitration (page 78) or another mutually agreed upon third party.

Information

514. The SFMTA (the Worker's Compensation Division) , upon written request, shall provide the Union lists on a monthly and cumulative annual basis containing the vital information on all work related injuries and illnesses. Vital information shall include but not be limited to the nature of the illness or injury, dates, time lost, corrective action, current status of employee, cost of injury and work location.
515. The SFMTA will provide the Union with copies of their annual OSHA Form 300 and Cal/OSHA Form 300 (a), or their equivalent, which report employee industrial injuries, illness and chemical exposures.

Assault Study

516. Upon written request of the Union, the SFMTA Department of Human Resources agrees to provide a report on incidents of assault against SFMTA workers, including information on department and classification of injured employees to the Union which shall be no more often than quarterly.

Direct Emergency Access for Parking Control Officers, 8214/8216

517. When practicable, classifications 8214 Parking Control Officer and 8216 Senior Parking Control Officer shall be given direct access to Police Dispatch for emergency situations via their communications equipment.

Joint SEIU Labor-Management Occupational Health and Safety Committee

518. The SFMTA agrees to participate, on behalf of service critical employees at the SFMTA, as part of the Joint Labor Management Occupational Health and Safety Committee when such a committee is established by the City.

Asbestos Abatement Requirements

519. The SFMTA will comply with the requirements provided for in the Asbestos Hazardous Abatement Reauthorization Act, ASHARA, and will use the requirements provided by CAL-OSHA in order to schedule regular hazardous substance screening for all custodians and any other employees at risk.

Video Display Equipment Working Conditions Policy

520. The SFMTA and the Union agree that employees working on video display equipment shall have safe and healthy work environments. This environment shall avoid excessive noise, crowding, contact with fumes and other unhealthy conditions. The SFMTA agrees upon request of the Union to meet and confer on ways to design the flow of work to avoid long, uninterrupted use of video display equipment by employees.

Eye Examinations

521. The SFMTA agrees to provide a base line eye examination, followed by annual eye examinations for all employees required to use video display equipment. This subject will be given further review by the Joint Labor/Management City Safety Committee as referenced above.

Breaks

522. Every employee working on video display equipment shall be required to take break away from his/her screen of at least fifteen (15) minutes after two (2) hours' work. In the event the normal work schedule does not provide a lunch or rest break every two (2) hours, the employee shall be assigned duties away from the video display screen for fifteen (15) minutes after two (2) hours' of work.

Physical Plant

523. The SFMTA agrees to provide the following physical equipment and work environment for users of video display equipment:

524. a. When requested by the employee, effective glare screens shall be affixed to the front of such machines;
525. b. Adjustable chairs, footrests and tables to allow for adjustment of individual machines to provide each operator with optimum comfort and the minimum amount of physical stress;
526. c. Optimal lighting conditions adapted to accommodate the types of equipment in use at each work site shall be provided;
527. d. Prior to the acquisition of additional or replacement machines, the SFMTA agrees to meet and consult with the Union on the design of the machines, including such features as separate keyboards, tiltable screens, phosphor colors, brightness controls and any other features relating to operator health and well being. The SFMTA will give the Union as much advance notice as possible of such changes.

Inspection of Machines

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

Pregnancy

529. Upon request, a pregnant employee shall have the right to be assigned duties or to be temporarily appointed to another position away from video display equipment for the duration of pregnancy.

viii. Right to Know

530. Material Safety Data Sheets are available for inspection by employees and/or their Union representatives. Inspections may be coordinated through the Health Department's Hazardous Material Program Manager.

ix. Mace Training

531. Departments may designate employees, other than uniformed members of the Police and Sheriff's Departments, but including Parking Control Officers and Juvenile Court Counselors, whose position, hours and/or work location would warrant training in the use of mace. At the Union's request, other employees may be offered this training. Such requests shall not be unreasonably denied. Training shall be given at no cost to the employee. An initial supply of Mace, replacement when needed, and a suitable holder shall be provided at no cost to the employee. Benefits provided by this Section shall not exceed a total cost to the City of \$10,000 in any fiscal year.

x. Parking Control Officer- Health and Safety

532. All safety equipment shall be provided by the Department of Parking and Traffic at no cost to the employee.

533. All helmets shall immediately be replaced whenever an accident occurs and helmets show signs of impact. This procedure is consistent with the manufacturer's recommendation labeled on the inside of helmet.

**B. WORKERS COMPENSATION LABOR-MANAGEMENT COMMITTEE**

534. The SFMTA agrees to participate, on behalf of service critical employees at the SFMTA, as part of the Physical Fitness Joint Labor Management Committee when such a committee is established by the City.

535. The SFMTA and Union agree to create a Labor/Management Committee to address workers compensation issues affecting classes belonging to SEIU. The committee will be advisory to the SFMTA Department of Human Resources. The committee's primary objectives are as follows:

536. 1) Identify workers compensation training and education needs of employees in SEIU-represented classifications.

537. 2) Provide a forum for labor to have input on workers compensation issues of concern, including return-to-work programs for injured employees.

538. 3) Review and discuss various CCSF and industry reports related to workers compensation activities, and make recommendations to the Department of Human Resources for possible implementation.

539. This committee will be comprised of sixteen members selected as follows: eight (8) representatives appointed by Labor, recommended to be from the top 12 City departments by workers compensation cost in SEIU-represented classifications, and eight (8) representatives appointed by the Human Resources Director to include at least one representative from the DHR's Workers Compensation Division. The committee shall meet at least quarterly.

540. Employees shall be eligible for paid release time when assigned to attend committee meetings occurring during the employee's regular work hours.

## ARTICLE VII – LEAVES OF ABSENCE & RETURN TO DUTY

### A. LEAVES OF ABSENCE

541. Requests for leave shall be subject to the approval of the appointing officer or designee. Requests for military, maternity, or witness or jury duty leave shall be granted as provided herein.
542. Except for vacation leave, witness or jury duty leave, compulsory sick leave, disability leave or disability leave, an employee requesting a leave for more than five working days shall submit such request to the appointing officer or designee. Requests for sick leave in excess of five continuous working days shall be certified by a licensed medical doctor, doctor of dental surgery, doctor of podiatric medicine, licensed clinical psychologist, Christian Science Practitioner or licensed social worker, licensed doctor of chiropractic, optometrist, nurse practitioner or nurse midwife within the scope of their practice as defined by state law. Verification of sick leave with pay for less than five working days (seven calendar days in the case of part-time employees) as provided elsewhere in this provision shall be required on an individual basis only and shall be based upon an evaluation of the individual attendance record of an employee, provided that the employee has been previously notified in writing that such certification will be required for absences of less than five days.
543. Except as otherwise provided in these provisions, leave granted for the period stated on the prescribed form may be extended or abridged only with the approval of the appointing officer or designee.
544. Except when an employee requesting sick leave has accumulated unused sick leave with pay credits and except for employees eligible for military leave with pay, witness or jury duty leave, disability leave or leave due to battery as provided elsewhere in this section, or for authorized holiday, compensatory time off, or vacation, leaves shall be without pay.
545. An authorized leave granted under this section shall not be considered as a break in the continuous service of an employee.

#### i. Sick Leave – General Requirements

##### *[begin addition] 1 [end addition] Eligibility for Sick Leave*

546. Subject to these provisions, employees who are absent from their duties because of illness or disability are eligible for sick leave.

##### *[begin addition] 2 [end addition] Types of Sick Leave*

547. A leave granted under this provision for one of the following reasons shall be known as "sick leave".
- a. Sick Leave for Medical Reasons
  - b. Quarantine
  - c. Bereavement
548. (1) 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 working days and shall be taken within 30 calendar days after the date of death; however, two 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.

549. (2) 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 working day; however, two additional working days shall be granted if travel outside the State of California is required as a result of the person's death.

d. Sick Leave - Maternity

550. Maternity leave shall not exceed six months provided that such leave may be extended for employees if a physician certifies that a longer convalescence period is required. Such extensions shall be subject to the provisions of this section governing sick leave without pay.

e. Sick Leave - Illness or Medical Appointment of Child or Dependent Adult

551. Absence because of the illness, injury, or medical or dental appointment of a biological or adoptive child, or child for whom the employee has parenting or child rearing responsibilities or because of the illness, injury or medical or dental appointment of a dependent adult.

f. Sick Leave – Compulsory

*[begin addition] 2 [end addition] Retirement Automatically Terminates Sick Leave*

552. Sick leave shall automatically terminate on the effective date of an employee's retirement.

*[begin addition] 4 [end addition] Abridgment of Sick Leave*

553. Sick leaves granted in excess of five (5) working days shall be abridged if the employee presents to the appointing officer or designee medical evidence of capability to resume all the duties of the position

ii. Sick Leave with Pay

*1. Sick Leave with Pay Eligibility*

554. Sick leave with pay may be granted to employees who have earned sick leave with pay credits and who have served a total of six continuous months of regularly scheduled paid service except that supplemental disability credits may be used to supplement disability indemnity payments as provided elsewhere in this section regardless of length of service and except that an authorized leave of absence with or without pay granted under this section shall not be considered as a break in the continuous service of an employee.

555. A break in service of more than six continuous months by any employee other than an employee designated as a "holdover" will cause prior accumulated sick leave with pay credits to be canceled and eligibility for sick leave with pay must be re-established.

- 556. There shall be a limit on the accumulation of sick leave of 1040 hours.
- 557. No single employee may contribute more than six months of accrued sick leave to the catastrophic illness program.
- 558. The rate of earning and accumulating sick leave with pay credits and authorization for its use under this agreement shall in no way inhibit or restrict the right of an appointing officer to establish reasonable and uniform standards
- 559. The rate of earning and accumulating sick leave with pay credits and authorization for its use under this Rule agreement shall in no way inhibit or restrict the right of an appointing officer to establish reasonable and uniform standards of attendance.

*2. Prohibition Against Employment While on Sick Leave with Pay*

- 560. Employees are prohibited from working in any other employment while on sick leave with pay unless, after considering the medical reason for the sick leave with pay, the appointing officer with the approval of the Human Resources Director, grants permission for the employee to engage in a secondary employment subject to the provisions of these Rules governing such employment.

*3. Calculation of Sick Leave with Pay Credits*

- 561. Sick leave with pay credits shall be earned at the rate of .05 hours for each hour of regularly scheduled paid service excluding, 1) overtime exceeding 40 hours per week and 2) holiday pay, except that an employee on disability leave shall earn sick leave with pay credits at the normal rate. Employees working a ten (10) hour shift shall earn sick leave at the rate of .0625 hours per hour worked until they earn 104 hours of paid sick leave. For twelve (12) hour shift employees the rate shall be .075 per hour worked.

*4. Disbursement of Sick Leave with Pay Credits*

- 562. Sick leave with pay credits shall be used and deducted at the minimum rate in units of one one-quarter (1/4) hour for those employees whose credits are calculated in hours.

*5. Conversion of Sick Leave with Pay Credits from Days to Hours*

- 563. Sick leave with pay credit balances shall be converted from days to hours based on the equivalent number of hours in such employee's sick leave with pay credit balances. The equivalent number of hours shall be based on the employee's authorized normal daily work schedule.

*6. Employees Injured by Battery and/or Assault (To be referred to as Battery in this Section)*

- 564. Sick leave under this section shall not be charged against earned sick leave with pay credits.
- 565. Approved sick leave under this section shall be paid retroactive to the first day of injury.

iii. Sick Leave without Pay

- 566. Sick leave without pay may be approved for employees for the period of the illness provided that requests for prolonged leave shall be renewed every six (6) months and provided further that such



leave shall not be extended beyond a period of one (1) continuous year unless a designated physician advises that there is a reasonable probability that the employee will be able to return to employment.

iv. Prohibition Against Employment While on Sick Leave Without Pay

567. Employees are prohibited from working in any other employment when on sick leave without pay unless, after considering the medical reason for the sick leave without pay, the appointing officer grants permission for the employee to engage in outside employment.

v. Compulsory Sick Leave

568. An appointing officer or designee who has reason to believe that an employee is not medically or physically competent to perform assigned duties, and if allowed to continue in employment or return from leave may represent a risk to co-workers, the public and the employee, may require the employee to present a medical report from a physician designated by the SFMTA Human Resources Director certifying the employee's medical or physical competency to perform the required duties.
569. The appointing authority shall notify the employee in writing of the specific incidents or behavior that is considered to cause risk to co-workers, the public or the employee.
570. If the employee refuses to obtain such physician's certificate or if as a result of a medical evaluation, the employee is found not to be medically or physically competent, the appointing officer or designee may place the employee on compulsory sick leave and shall immediately report such action to the SFMTA Human Resources Director. If the examining physician determines that the employee is not medically or physically competent and recommends the imposition of sick leave, the physician shall specify the duration of such leave.
571. At the request of the employee, the appointing authority or designee at the level of Departmental Manager shall meet with the employee - and if the employee requests, a representative of the Union - prior to the imposition of a compulsory leave. The employee shall be informed of his/her right to have a representative present.
572. Written notice of the imposition of compulsory leave shall be sent to the employee prior to the effective date of the leave.

vi. Appeal of Imposition of Compulsory Sick Leave Following Re-examination

573. An employee placed on compulsory sick leave may appeal the imposition of compulsory sick leave to the SFMTA Human Resources Director within fifteen (15) calendar days of the effective date of the leave. The SFMTA Human Resources Director shall appoint a medical specialist not in the City and County service who practices in the City and County of San Francisco, to conduct an evaluation and to report the findings. This evaluation shall be conducted at the cost of the SFMTA . The decision of the medical specialist shall be final and no further appeal shall be allowed. If the medical specialist confirms the compulsory sick leave, the specialist shall specify the duration of the leave.
574. An employee may remain on compulsory sick leave until such time as the employee is found to be competent to return to duty by a physician designated by the SFMTA Human Resources Director.

The compulsory sick leave may be abridged with the approval of the physician designated by the SFMTA Human Resources Director.

vii. Disability Leave

575. An employee who is absent because of disability leave and who is receiving disability indemnity payments may request, by submitting a signed option statement to the employee's department following the release from disability leave, that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's supplemental disability credits so as to equal the full salary the employee would have earned for the regular work schedule. The regular work schedule shall be that schedule in effect at the commencement of the disability leave.
576. Supplemental disability credits shall be an account separate from, but equivalent to, the employee's accumulated unused sick leave with pay credit balance except that the supplemental disability credit account shall be adjusted as provided below.
577. Failure to exercise the option to supplement disability indemnity payments within 90 calendar days following release from disability leave will preclude later requests.
578. Supplemental disability credits shall be used at the minimum rate in units of one hour.
579. The employee's department shall submit separate timerolls to reflect this action only after the Retirement System certifies the amount of disability indemnity payment, if any, for the period.
580. Salary may be paid on regular timerolls and charged against the unused sick leave with pay credit balance during any period prior to the commencement of the determination of eligibility for disability indemnity payment without requiring a signed option by the employee.
581. When an employee has used sick leave with pay credits and the Retirement System subsequently determines that the employee was entitled to disability indemnity payment for the period of absence, provision shall be made for adjusting the employee's sick leave with pay credit balance and for reimbursing the appropriate SFMTA fund for the amount of sick leave with pay credits charged and paid.
582. An employee who uses supplemental disability credits to supplement disability indemnity payments shall, while on disability leave, earn supplemental disability credits at the same rate as sick leave with pay credits.
583. Upon return to duty, an employee who has used supplemental disability credits shall earn sick leave with pay credits at the normal rate and shall earn supplemental disability credits at twice the rate that sick leave with pay credits are earned until such time as the total hours of supplemental disability credits used are regained.
584. Should an employee suffer a recurrence or a new injury before all supplemental disability credits are regained, the supplemental disability credit balance shall be that balance existing at the beginning of the pay period in which the recurrence or new injury occurs and shall be adjusted for the amount of

supplemental disability credits subsequently earned and sick leave with pay credits subsequently used.

viii. Use of Sick Leave with Pay Credits to Supplement State Disability Insurance

585. Sick leave with pay credits shall be used to supplement State Disability Insurance (SDI) at the minimum rate in units of one hour.
586. Vacation, CTO, or other paid time as well as SDI payments to an employee who qualifies and who has accumulated and is eligible to use sick leave with pay credits shall be supplemented with sick leave with pay credits so that the total of SDI and sick leave with pay calculated in units of one-hour provides up to , but does not exceed, the regular take home salary the employee would have received (excluding voluntary or optional deductions) for the normal work schedule excluding overtime.
587. An employee who wishes not to supplement, or who wishes to supplement with compensatory time, vacation or floating holidays, must submit a written request to the appointing officer or designee within seven calendar days following the first date of absence.
588. Employees who are supplementing SDI earn sick leave with pay credits at the normal rate only for those hours of sick leave with pay credits used.

ix. Military Leave, War Effort and Sea Duty Leaves

1. *Military Leave*

1. Military Leave - Authority

589. Military leave is governed by the provisions of applicable Federal and State laws, by Charter provision and by this provision.

2. Military Leave - Time of War

590. Leaves of absence shall be granted to officers and employees for service in the armed forces of the United States or the State of California or for service on ships operated by or for the United States government in time of war and for a period not to exceed three months after the conclusion of such service, but not later than one year after the cessation of hostilities, except in case of disability incurred while in active service with the armed forces or the merchant marines when such disability shall extend beyond such period.

3. Military Leave - Time of Peace

591. Whenever any officer or employee shall, by order of the government of the United States or by lawful order of any of its departments or officers, or by lawful order of the State of California, or any of its departments or officers, be directed in time of peace to report and serve in the armed forces of the United States, or in the armed forces of the State of California, said officer or employee shall be entitled to a leave of absence from the employee's office or position during the time of such service and for a period not to exceed three months after the expiration thereof.

4. Military Leave - Permanent Appointees

592. Any officer or employee on military leave, who prior to such leave has been appointed to a permanent position in the City and County service, shall be entitled to resume such position at the expiration of the leave, and in determining and fixing rights, seniority, salary and otherwise which have accrued and shall inure to the benefit of such officer or employee, the term of military leave shall be considered and accounted as part of the employee's service to the City and County.

5. Military Leave - Proof of Duty

593. Officers and employees requesting military leave shall file with the Human Resources Director a copy of the orders necessitating such service prior to the effective date of the leave of absence and upon return from such leave shall submit a copy of the discharge or release.

6. Military Leave - Salary While on Temporary Leave

594. Employees who have been employed by the City and County or any other public agency or have been on military duty for a period of not less than one year continuously prior to the date upon which temporary military leave not exceeding 180 calendar days begins shall, as required by the State of California Military and Veterans' Code (Section 395), receive their regular salary or compensation for a period not to exceed 30 calendar days of such military leave in any fiscal year or more than 30 calendar days during any period of continuous military leave.

*2. War Effort Leave*

595. The Board of Supervisors may provide by ordinance that leaves of absence shall be granted to officers and employees during time of war for service directly connected with the prosecution of the war or national defense or preparedness.

*3. Leave for Sea Duty as Licensed Officer*

596. In time of war or while any act authorizing compulsory military service or training is in effect, the Board of Supervisors may provide by ordinance that leaves of absence shall be granted to officers and employees for sea duty as licensed officers aboard ships operated by or for the United States government. The Commission shall amend this section to implement such ordinance.

x. Leave to Accept Other City and County Position

597. Such leave by an employee may be approved for the duration of such appointment

xi. Leave for Civilian Service in the National Interest

598. Such leave may be approved for permanent appointees for a period of up to one year. Requests for such leave of longer than one year must be renewed each year.

xii. Leave for Employment as an Employee Organization Officer or Representative

599. Leave for permanent appointees may be approved for the duration of such service.

xiii. Family Care Leave

600. Permanent employees who have one or more years of continuous service in any status may be granted up to one year of unpaid family care leave for the following reasons:

601. 1) The birth of a biological child of the employee;
602. 2) The assumption by the employee of parenting or child rearing responsibilities. Family care leave does not apply to an employee who temporarily cares for a child for compensation, such as a paid child care worker;
603. 3) The serious illness or health condition of a family member of the employee, the employee's spouse or domestic partner, a parent of the employee or the employee's spouse or domestic partner, the biological or adoptive child of the employee, or a child for whom the employee has parenting or child rearing responsibilities; or
604. 4) The mental or physical impairment of a family member of the employee, the employee's spouse or domestic partner, a parent of the employee or the employee's spouse or domestic partner, the biological or adoptive child of the employee, or a child for whom the employee has parenting or child rearing responsibilities, which impairment renders that person incapable of self-care.
605. Family care leave is unpaid leave. At the employee's request, and when approved, family care leave shall be granted in addition to accumulated compensatory time off, vacation time, floating holiday time or sick leave as specified under Sick Leave - Illness or Medical Appointment of Child.
606. The Family Care Leave provision outlined above shall apply to non-permanent employees
- xiv. Witness or Jury Duty Leave
607. An employee who is summoned for witness or jury duty shall be entitled to leave with pay less the amount of juror or witness fee paid for the period required for such service). An employee who is summoned to serve as a witness in cases which involve outside employment or personal business affairs shall be placed on leave without pay unless vacation leave or compensatory time is requested.
608. Paid witness or jury duty leave shall be only from an employee's scheduled duty time and shall not include hours outside of scheduled hours of work or on days off. But employees shall not be expected to work on any shift on days they have served as a witness or on a jury.
609. Such employees shall notify the appointing officer immediately upon receiving notice of jury duty.
610. An employee who takes vacation leave while on witness or jury duty leave shall receive regular salary.
- xv. Religious Leave
611. Religious leave shall be without pay unless the employee elects to use accumulated compensatory time off, vacation time, or floating holiday time.
- xvi. Personal Leave
612. Personal leave for permanent employees may be approved for a period of up to 12 months within any two-year period.

**B. RETURN TO WORK**

613. The SFMTA will make a good faith effort to return an employee whose request for reasonable accommodation is pending, or an employee who is pregnant or who has sustained an injury or illness and whose doctors certify that he or she is temporarily unable to perform specified aspects of his or her regular job duties to temporary modified duty within the employee's medical restrictions. Duties of the modified assignment may differ from the employee's regular job duties and/or from job duties regularly assigned to employees in the injured employee's class. Where appropriate modified duty is not available within the employee's classification, on the employee's regular shift (including regular days off), and in the employee's department, the employee may be temporarily assigned pursuant to this section to work in another classification, on a different shift (including different days off), and/or in another department. The SFMTA will make a good faith effort to avoid assigning the employee to work on a different shift or different days off, and will appropriately train the employee for the new assignment. After a period of three (3) months, the parties shall evaluate the modified duty assignment in conjunction with the employee's medical restrictions. It is understood that modified duty assignments are temporary only.
614. An employee who is absent because of an occupational or non-occupational disability and who is receiving Temporary Disability, Vocational Rehabilitation Maintenance Allowance, State Disability Insurance, may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's accumulated unused sick leave with pay credit balance at the time of disability, compensatory time off, or vacation, so as to equal the normal salary the employee would have earned for the regular work schedule.
615. An employee who wishes not to supplement, or who wishes to supplement with compensatory time or vacation, must submit a written request to the Appointing Officer or designee within seven (7) calendar days following the first date of absence. Written requests made subsequent to this time shall be effective at the start of the payroll period following the request. Disability indemnity payments will be automatically supplemented with sick pay credits (if the employee has sick pay credits and is eligible to use them) to provide up to the employee's normal salary unless the employee makes an alternative election as provided in this section.
616. Salary may be paid on regular time-rolls and charged against the employee's sick leave with pay, vacation, or compensatory time credit balance during any period prior to the determination of eligibility for disability indemnity payment without requiring a signed option by the employee.
617. Sick leave with pay, vacation or compensatory time credits shall be used to supplement disability indemnity pay at the minimum rate of one (1) hour units.
618. Notwithstanding any other provision of this Agreement, the supplemental disability income credit program shall continue in effect during the term of this Agreement, except that the employee's pay shall be supplemented under the program up to the employee's approximate net pay rather than gross pay.

**C. FAMILY MEDICAL LEAVE**

619. The parties acknowledge the obligation of the SFMTA to enforce the rules and regulations set forth in the Family Medical Leave Act and the California Family Rights Act.

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## ARTICLE VIII– SCOPE

### A. FINALITY OF AGREEMENT

620. This Agreement sets forth the full and entire understanding of the parties regarding the matters herein. This agreement may be modified, but only in writing, upon the mutual consent of the parties.
621. In the event management seeks to institute a change in methods or operations within the scope of representation under state law or the charter which it believes is not covered by this Agreement, the parties shall begin to meet and confer as required by state law within fifteen (15) working days from the date received written notice is received by the Union at the affected Union's executive offices. Said notice shall state the proposed change, an explanation of the reason(s) for said change, as well as the effect on represented employees that would result.
622. Management, except in the event of an emergency as defined by state law, shall advise the union of the date of the intended implementation of such proposed change, which shall be no sooner than forty (40) working days from the date received written notice is received by the Union.
623. In the event the parties do not reach agreement thereon, the union may grieve and take to expedited arbitration such disagreements as it may have. The authority of the arbitrator is to determine:
624. 1. Whether the SFMTA's proposed change(s) violate the terms of this agreement and, if so, what shall be the remedy;
625. 2. To determine whether there are negative practical consequences of any such proposed changes on wages, hours benefits or other terms and conditions of employment as to which the parties have not agreed and, if so, how such consequences shall be dealt with. The arbitrator, in making that determination, has no authority to negate the change of methods or operations.
626. 3. The SFMTA Employee Relations Operating Resolution shall not apply to the application of this section.
627. 4. Failure by either party to engage in meeting and conferring in accordance with this provision will result in forfeiture of such party's rights under this section.
628. 5. Nothing in this agreement shall have application to changes of Civil Service rules excluded from bargaining pursuant to Charter Section A8.409-3 except as they may affect compensation.



**B. SAVINGS CLAUSE**

629. 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 the Agreement.

**C. HOLD HARMLESS**

630. The Union shall assume the defense of, indemnify and hold the SFMTA harmless from any and all claims, demands, suits, or any other action arising from agency shop provisions herein, or from complying with any demand for termination hereunder.

**D. DURATION OF AGREEMENT**

631. This Agreement shall be effective July 1, [begin deletion] 2010 [end deletion] [begin addition] 2012 [end addition] and shall remain in full force and effect through June 30, [begin deletion] 2012 [end deletion] [begin addition] 2014 [end addition] .
632. This Agreement shall remain in full force and effect through that date and from year to year thereafter unless either party serves written notice on the other at least sixty (60) days prior to June 30, 2011 or June 30th of any subsequent year of its desire to open the Agreement for the purpose of meeting and conferring on proposed changes.
633. The effective date of those provisions herein that have been determined by the arbitration board established pursuant to Charter Section A8.409.4 shall be the date that the board issues its decision.



## CSC CARVE OUTS GLOSSARY

### Civil Service Commission Jurisdiction

#### Leaves of Absence Definitions

Items contained in the Civil Service Carve Outs Glossary are not subject to any grievance and arbitration procedure either under this Memorandum of Understanding or under law.

#### **Definition of Leave of Absence**

A Leave of absence is defined as an employee's absence from duty with the authorization of an appointing officer for a specific duration and purpose.

#### **Sick Leave - Definition**

A Leave due to illness or disability.

#### **Sick Leave - Medical Reasons - Definition**

A leave due to illness or injury or medical and dental appointments, other than illness or injury arising out of and in the course of City and County employment.

#### **Sick Leave - Quarantine - Definition**

Leave during a period of quarantine established and declared by the Department of Public Health or other authority.

#### **Sick Leave - Bereavement - Definition**

Leave due to the death of another person

#### **Sick Leave - Maternity - Definition**

Leave due to the employee's pregnancy or convalescent period following child birth.

#### **Sick Leave - Illness or Medical Appointment - Definition**

Leave due to the illness, injury or medical or dental appointment of a person other than the employee.

#### **Sick Leave Compulsory - Definition**

Mandatory sick leave imposed by an appointing officer provided it is determined as a result of a medical evaluation conducted by a physician designated by the Human Resources Director, that the employee is not medically or physically competent, and if allowed to continue in employment will represent an imminent risk to themselves, their co-workers or the public, or if an employee refuses to obtain a physician's certificate after being requested to obtain a medical evaluation.

**Sick Leave With Pay - Definition**

Sick leave with compensation for eligible employees.

**Sick Leave With Pay - Battery Leave - Definition**

Leave due to bodily injury or illness received in the course of employment and caused by an act of criminal violence.

**Sick Leave Without Pay - Definition**

Sick leave granted to employees who are not eligible for sick leave with pay or employees who choose not to use their sick leave pay credits.

**Disability Leave - Definition**

Leave due to illness or injury arising out of and in the course of employment and as administered under State Workers' Compensation Laws.

**Military Leave - Definition**

Leave for active military duty.

**Leave to Accept Other City and County Position - Definition**

Leave to accept exempt, temporary civil service, or provisional appointment in the City and County service.

**Educational Leave - Definition**

Leave for the purpose of educational or vocational training.

**Leave for Civilian Service in the National Interest - Definition**

Leave to serve with a federal, state, or other public agency or non-profit organization in a program or in a capacity which the Human Resources Director deems to be in the national or general public interest.

**Leave for Employment as an Employee Organization Officer or Representative – Definition**

Leave for employment to serve full time as an officer or representative of an employee organization whose membership includes City employees, or to attend a convention or other type of business meeting of an employee organization as an officer or delegate of the employee organization.

**Family Care Leave - Definition**

Leave for assisting or nurturing of family members.

**Definition of Family**

A unit of independent and interacting persons, related together over time by strong social and emotional bonds and/or by ties of marriage, birth and adoption, whose central purpose is to create, maintain, and promote the social, mental, physical and emotional development and well being of each of its members.

**Witness or Jury Duty Leave - Definition**

Leave to serve in a judicial proceeding in a local, State or Federal Court.

- a. as a witness on behalf of the City and County
- b. to serve as a juror

**Holiday Leave - Definition**

Paid leave for special occasions provided either by ordinance of the Board of Supervisors or in a collective bargaining agreement.

**Vacation Leave - Definition**

Paid leave of specified duration as provided in the Charter and by ordinance of the Board of Supervisors or in a collective bargaining agreement.

**Involuntary Leave of Absence - Definition**

Leave established and regulated under the layoff provision of Civil Service Rules.

**Religious Leave - Definition**

Leave when an employe's personal religious beliefs require that the employee abstain from work during certain periods of the work day or work week.

**Personal Leave - Definition**

Leave for reasons other than those covered under the Rules of the Civil Service Commission.

## **DEPARTMENTALS / SUPPLEMENTAL AGREEMENTS**

### **ADDENDUM BETWEEN DEPARTMENT OF TRANSPORTATION AND SEIU LOCAL 1021 – EAP PROGRAM**

Transport Workers Union Locals 250A and 200, Automotive Mechanics Local 1414, Building Material and Construction Teamsters Local 216, International Brotherhood of Electrical Workers Local 6, Laborers Union Local 261, Service Employees International Union Local 1021, Stationary Engineers Local 39, and Glazier and Glass Workers, Local 718, and the Public Transportation Department (“PTD”) hereby agree to create an Employee Assistance Program for fiscal years 1997-2000 as follows:

#### **A. Overview of EAP Program**

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

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

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

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

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

Motivating employees to help;

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

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

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

Providing crisis intervention services;

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

Acting as an education and training resource.

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

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

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

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

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

**B. Organization**

(1) The Joint Labor-Management Committee:

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

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

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

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

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



(2) Substance Abuse Program:

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

(3) EAP Services:

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

(4) The Peer Assistance System:

(a) Structure:

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

(b) Peer Assistance Oversight Committee:

This Committee, composed of one representative from Locals 250A, 200, 6, 1021 and 1414, shall be responsible for trouble-shooting and making decisions on program operations.

(c) SFMTA Liaison:

The PTD Liaison shall be an individual designated by the Director of - SFMTA to serve as the City's emissary in matters such as labor relations and administrative issues.

(d) Qualifications:

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

OR

- A SFMTA employee who was a former substance abuser who has been clean and sober for a least two years and who continues to participate in a twelve step program

OR

- A SFMTA employee who has had experience with family members’ substance abuse and who had participated in a self-help group for co-dependency

AND

- A SFMTA employee who is respected by their peers, the union, and the management

AND

- A SFMTA employee who is committed to the goals of the Peer Assistance Program

(e) Duties:

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

(f) Staffing:

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

(g) Volunteer Peer Assistants:

1. Up to eight (8) Volunteer Peer Assistants.
2. Assist peer assistants upon request during their off-duty time.
3. They shall participate in designated training.
4. Their activities shall be within the limits of their training.
5. Volunteer peer assistants will receive no compensation for their services.

(h) Functions:

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

(i) Civil Service Commission Approval:

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

**C. Pay Status During Voluntary Self-Referral Treatment (Voluntary Substance Abuse Program)**

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

**D. Non-Paid Status During Treatment After Positive Test**

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

**E. Education and Training**

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

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

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

**F. Confidentiality**

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

**G. Funding**

During fiscal years 1997-2000 the Employee Assistance Program and the Peer Assistance Oversight Committee shall be funded by the City.

**H. Special Provisions**

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

**DEPARTMENTAL SUPPLEMENTARY AGREEMENT/CLASS 9131  
BETWEEN**

**SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY  
MUNICIPAL RAILWAY  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021**

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## **ARTICLE I RECOGNITION**

This Departmental Supplementary Agreement is entered into between the Municipal Transportation Agency Municipal Railway and SEIU Local 1021.

Covered under this agreement are Class 9131 Station Agents.

## **ARTICLE II REQUESTS FOR TIME OFF**

The following procedures will continue to be in effect:

- A. All requests for time off (comp. time, lieu days, one day vacation, etc.) must be submitted to Station Operations at least 10 business days prior to the requested date.
- B. All requests must be in duplicate.
  - A. All weekend requests must be made on the proper color coded sheets.
  - B. Station Operations will return the duplicate copy with approval or denial at least five (5) business days before the date requested.
  - C. Even though Station Operations will try to grant short notice requests, the operation of the subway must be our first concern.
  - D. Requests not conforming to these guidelines will be handled on an individual case basis to be resolved by the manager of Station Operations.
  - E. Requests will be considered on a first come first serve basis.

## **ARTICLE III POLICY ON TARDINESS**

Station Operations defines tardiness in the following way:

- A. An employee who arrives at his/her assigned work location after the scheduled start time for a designated shift or assignment with the exception of opening agents in accordance with reporting procedures.
- B. An employee who has not followed the recognized reporting procedures.
- C. An employee reporting late, with less than one half (1/2) hour notification, to Station Operations or Control Center, prior to the start time of their regular scheduled shift or assignment.

Station Operations will use the above listed definitions as our guidelines in determining any employees late report. Station Operations reserves the right to request from the employee who has

an excused late report, some type of proof that their emergency was valid, i.e. receipts from a repair service, etc. Employees violating the tardiness policy are subject to the disciplinary procedure stated in Article XII and loss of pay.

#### **ARTICLE IV VACATION POLICY**

Vacations are signed for on the calendar year. The steps outline below will be used to approve vacations:

- A. A seniority list will be posted in each Booth and at Station Operations. Sign-up for vacation will be by seniority in accordance with date of hire into the 9131 Class. Sign-up forms are arranged so that full week vacations run Saturday through Friday. Agents must sign for the full vacation week.
- B. After each Agent's name on the seniority list will be a time to call the Bid Supervisor. If Agents have any questions regarding the bid, contact the Bid Supervisor.
- C. If Agents do not call at their appointed time or submit a bid slip 5 days in advance the Bid Supervisor will place a PASS behind their name. The sign-up will continue as scheduled. Agent(s) so passed will be permitted to sign-up only on open dates available at the end of the vacation bid.
- D. Agents not signing at this time will not be able to use seniority to bump at a later date.
  - (1) Four agents per week from January to December.
  - (2) Four agents per week from May to August.
- E. Agents cannot sign-up for vacation which will not be earned at the time of selected vacation date(s).
- F. Two weeks written notice must be given to Station Operations for cancellation of vacation. Vacations signed for and later cancelled at Agent's request will be available by first come first serve.
- G. Every Agent bidding on vacation will be required to submit a signed "Vacation Request Form" and submit it to Station Operations.
- H. Station Agents shall confirm their vacation with the Bid Supervisor by phone. An approved copy will be returned to the Agent within seven (7) business days of the bid.

- I. Station Operations shall be responsible to be aware of maximum vacation time earned up to the last pay period prior to the sign-up, for each employee to guarantee full vacation privileges as entitled. Employees are entitled to bid for all time to be earned by the time vacation is scheduled.

There shall be an annual vacation sign-up for Station Agents in the Fall of each year. Employees shall submit vacation sign-up requests in seniority order. No employee may request more than their annual vacation accrual amount in their initial request.

After all eligible employees have had an opportunity to submit a vacation request, an additional opportunity to request vacation shall be provided on a first come, first served basis. Such additional requests shall be granted to the extent that the work schedule will accommodate them.

An employee may submit a request to take more than their annual accrual amount for exceptional circumstances and all such requests shall be considered by the employer on a case-by-case basis and shall be granted if operational needs permit.

The parties will reevaluate the vacation sign-up policy after eighteen (18) months upon the request of either party. Arbitrator Tom Angelo will retain jurisdiction if the parties are unable to agree upon modifications at that time.

#### **ARTICLE V STATION AGENTS SENIORITY POLICY FOR PURPOSES OF BIDDING**

Station Agents seniority shall be established by the following factors; collectively or individually:

##### Classification Service

All Station Agents seniority will be assigned based on classification date of employment and in accordance with departmental rules and regulations.

Civil Service date of employment (City wide service) shall have no bearing on departmental seniority and cannot be used for bidding purposes.

##### A. Place on list

In the event of multiple applicants hired at one time, seniority will be assigned by their place on the Civil Service list. In the event of a tie, the highest last four digits of the employee's social security number will break the tie.

##### B. Full-time/Part-time

Status of position shall have no bearing on seniority placement. Full-time and part-time status shall be listed together on (1) department seniority list. In the event of a change in status, seniority shall remain intact and without change. This is in accordance to Section II of this policy and past practice.

##### C. Seniority List



One (1) department List shall be kept and maintained on the immediate job site(s) and management office at 131 Lenox Way (or future site) at all times. Management and Local 1021 Chapter President or his or her designee, shall be responsible for updating seniority lists as changes occur.

Official seniority list shall be used for shift bids, vacation bids, overtime, fire drills and special events. It will be used as an important factor in the selection of out of class assignments.

## **ARTICLE VI SICK ABUSE POLICY**

- A. The following listed items will be used as the criteria to determine what Station Operations will consider as abuse of sick leave, Station Operations, to remain fair, will consider each case on an individual basis prior to placing anyone on a "Sick Abuse List". The past accumulation of large amounts of sick leave, and verifiable long term illness will be taken into consideration. Using 13 days for full-time employees or proportionate use by part-time employees.
1. Calling in sick more than 3 non-continuous occasions in a quarter.
  2. Establishing any type of sick use patterns, 3 or more separate incidents, within a 3 month period. (i.e. always before or after R.D.O.'s, etc.) NOTE: Employees R.D.O.'s will be taken into consideration.
    - (a) Exceptions: 10 hour agents who have split days off.
  3. Establishing a pattern of going on the sick list during the middle of his/her shift.
  4. A pattern of reporting sick on regular work days after working his/her R.D.O.
- B. Station Operations will use the following guidelines to keep records:
1. A Sick Abuse List will be established and
    - (a) Employees will be closely monitored for a 12 month period from the date they are placed on Step II discipline;
    - (b) any employee to be placed on the sick abuse list will receive prior written notice of such including an explanation of the nature of the abuse.
  2. Vacation/Lieu Time/Floating Holiday will not be used to substitute for sick days unless authorized by management.
  3. Verifiable Extended illnesses will not be considered as sick abuse.

## **BENEFICIAL PAST PRACTICES**

All verifiable past practices in effect at the time of this agreement shall remain in effect through the term of this agreement.

## **ARTICLE VII STAFFING**

Each quarter, the Union and Station Operations agree to meet and review staffing needs. Management will provide to the Union in advance of each meeting, all documents pertaining to staffing including, but not limited to, all regular and overtime budgets, and information regarding all open requisitions.

### **ARTICLE VIII SHIFT BIDDING**

Three times annually, in January, May, and September, a new shift bid will be made available. Thirty days prior to the bid, the Union and Management will meet and confer over the terms and schedules of the bid. The Union shall be allowed to have a monitor present at each job bid.

### **ARTICLE IX HEALTH & SAFETY**

- A. SFMTA will make every effort to maintain staffing at a level which provides a safe and healthful environment for Station Agents and the general public.
- B. Booths must be maintained and cleaned on a regular basis.
- C. The Union and Management agree to establish a joint Health and Safety Committee consisting of 2 union representatives and 2 management representatives. The committee will study and recommend action on issues related to exhaust from the computer and other equipment and air quality and temperatures within the booth.

### **ARTICLE X OVERTIME**

Agents will be notified in advance of events where funds are available for overtime work.

### **ARTICLE XI CAREER ADVANCEMENT**

Management shall insure that all Station Agents receive notification of any classes, conferences, programs, and promotional opportunities in a timely manner.

### **ARTICLE XII DISCIPLINARY PROCEDURE**

The purpose of this procedure is to provide progressive, corrective discipline. Every effort will be made to administer discipline towards the goal of improving employee performance. Employees with chronic performance problems will be advised of the services available through Employee Assistance Program. Employees with alcohol and drug abuse problems will be allowed sufficient time off with out penalty to rehabilitate.

The following step process applies to routine minor violations of daily operations including tardiness, sick abuse, and late reports. More serious offenses may involve skipping over the initial steps and following the guidelines proposed in the PUC Disciplinary Handbook.

Step 1 – Documented Verbal Warning

- A. Within 30 calendar days of the incident leading to discipline the employee may be given a verbal warning.
- B. The verbal warning must be given at a meeting between the supervisor and employee. The employee will be told of her/his right to have a Union Representative present.
  - 1. At the meeting the employee will be told:
    - a. The specific nature of the offence;
    - b. the specific corrective action needed to remedy the problem;
    - c. that the employee must not repeat the offense within the next 3 months; and
    - d. what specific further disciplinary action may be taken if the offense is repeated.
  - 2. The employee is required to sign a “verbal warning card.” The employees’ signature does not acknowledge guilt, it merely acknowledges the verbal warning took place.
  - 3. Second verbal warning. A second violation within the three (3) month probationary period shall extend the probation to six (6) months beginning from the date the second verbal warning is issued.

Step 2

- A. Within 30 days of the incident leading to discipline the employee may be given a white Employee Conference Form and disciplinary conference. The employee is required to sign the Form. The employee’s signature does not acknowledge guilt, it merely acknowledges receipt of the form. The employee must be provided with a copy of the signed Form within 5 calendar days.
- B. The Form must state the specific nature of the offense. Corrective action is to be taken and what disciplinary action will result if the problem is not corrected.
- C. The employee must be informed of his/her right to Union representation at the conference. Management will provide notification of the conference to the Union.
- D. If the discipline is upheld the employee may not repeat the offense during the six (6) month probationary period which will begin on the date Form is issued.

Step 3

- A. Within 30 days of the incident leading to discipline the employee must be given a D-1 and disciplinary conference. The employee is required to sign the D-1. The

employee's signature does not acknowledge guilt, it merely acknowledges receipt of the D-1. The employee must be provided with a copy of the signed D-1 within 5 calendar days.

- B. The D-1 must state the specific nature of the offense, what corrective action must be taken and what disciplinary action will result if the problem is not corrected.
- C. The employee must be informed of his/her right to Union representation at the conference. Management will provide notification of the conference to the Union.
- D. If the discipline is upheld, the employee may not repeat the offense during the nine (9) month probationary period which will begin the date the D-1 is issued.

#### Step 4

- A. Within 30 days of the incident leading to discipline the employee must be given a second D-1 and disciplinary conference. The employee is required to sign the D-1. The employee's signature does not acknowledge guilt, it merely acknowledges receipt of the D-1. The employee must be provided with a copy of the signed form within 5 calendar days.
- B. The D-1 must clearly state the specific nature of the offense, the purpose of discipline, corrective action to be taken and what discipline will result if the problem is not corrected.
- C. The employee must be informed of his/her right to Union representation at the conference. Management will provide notification of the conference to the Union.
- D. If the discipline is upheld, the employee must not repeat the offense for the next nine (9) months probationary period, which will begin on the date the Form III is issued.

#### Step 5 – Suspension

- A. Within 30 days of the incident leading to discipline the employee must be given a notice of proposed disciplinary action – suspension (Form D-2). The notice must contain:
  - 1. A statement of the specific charges.
  - 2. The rule or policy violated.
  - 3. The date(s) of the violation.
  - 4. The specific discipline proposed.
  - 5. The date that the discipline will begin.
  - 6. A statement informing the employee of his/her right to a full evidentiary hearing prior to the imposition of discipline.
  - 7. A statement informing the employee of his/her right to seek all evidence leading to the decision to discipline.

8. A statement informing the employee of his/her right to Union representation. Management will provide the Union with a Notice of Proposed Discipline.
  9. A statement informing the employee of other appeal rights.
- B. The employee must be informed that any reoccurrence of the same offense may lead to discharge.

Step 6 – Recommendation for Dismissal

- A. Within 30 days of the incident leading to discipline the employee must be given a Notice of Proposed Discipline – Dismissal. The notice must contain:
1. A statement of the specific charges.
  2. The rule or policy violated.
  3. The date(s) of the violation.
  4. The specific discipline proposed.
  5. The date that the discipline will begin.
  6. A statement informing the employee of his/her right to a full evidentiary hearing prior to the imposition of discipline.
  7. A statement informing the employee of his/her right to seek all evidence leading to the decision to discipline.
  8. A statement informing the employee of his/her right to Union representation. Management will provide the Union with a Notice of Proposed Discipline.
  9. A statement informing the employee of other appeal rights.

**TERM OF AGREEMENT**

This agreement shall become effective July 1, [begin deletion] 2010 [end deletion] [begin addition] **2012** [end addition] and remain in effect through June 30, [begin deletion] 2012 [end deletion] [begin addition] **2014** [end addition] .

**DEPARTMENTAL SUPPLEMENTARY AGREEMENT/CLASSES 9110 & 9116**

**Between  
San Francisco Municipal Transportation Agency  
And  
Service Employees International Union Local 1021**

This Departmental Supplementary Agreement is between and for the City and County of San Francisco Municipal Transportation Agency and SEIU Local 1021, covering Classes 9110 and 9116, the Fare Collection Receiver series.

**SECTION 1. SENIORITY**

- A. Permanent employees will have seniority over temporary employees: Seniority will be determined by the starting date of permanent employment in the classification. In the event of a tie, seniority will be determined by the rank on the eligible list. If no eligible list exists, seniority will be determined by drawing lots. The order of seniority shall be as follows:
- 1) Permanent
  - 2) Temporary
- B. Employees shall not receive seniority credits for leave periods which exceed one year.

**SECTION 2. SHIFT BIDS**

- A. Shift bids will be conducted every six months, to start October 1 and April 1, unless either an abridgement or extension is mutually agreed to by both the Union and the Revenue Department Manager. The Revenue Department will meet and confer over the shift bid one month prior to delivery of the shift bid package to the employees.
- B. Shift bids will include days off, shift-times, all jobs for all personnel. Jobs involving fare extraction assignments will rotate weekly during the period covered by the bid. The schedule for rotating personnel will be distributed as soon as possible but no later than the Monday prior to the scheduled work week.
- C. Shift bids will be conducted with the most senior employees bidding first; however, employees who do not submit shift bids will drop to the bottom of the list and will bid on those shifts not filled.

D. Training will be provided at the request of any employee who successfully bids on a job he or she may be unfamiliar with; training will consist of not more than seven (7) working days except as follows:

1. Training to operate:

- a. Forklifts
- b. Heavy Duty Vehicles

Which shall be for no less than 10 consecutive working days within a 14 calendar day period.

2. Receiver at Cable Car:

This training will consist of three (3) consecutive days on the shift being trained, to insure that any and all details of shift work are learned.

3. After such training, the Shift Supervisors will ascertain that the trainee is fully trained by accompanying trainee on a field trip or reviewing work performed as a cable car receiver. If SFMTA wishes to reassign an employee after the training period and a minimum assignment of 30 calendar days on the job (including the training period), SFMTA will offer to such employee an employee conference to be held at least three working days prior to the proposed reassignment. If requested by the employee, a representative of the Union may be present. At the conclusion of said conference, SFMTA may declare such employee reassigned and his or her position vacated.

E. Between sign-ups any vacated position(s) to be filled will be offered to remaining employees through the bidding process based strictly on seniority. If the position(s) vacated is caused through reassignment(s), the reassigned employee(s) will be assigned to the position(s) that becomes available as the result of the bidding process.

F. If a 9116 position remains unfilled after completion of the sign-up or becomes vacant between sign-ups, the vacancy may be filled by the assignment of, in inverse seniority order, qualified employees as determined by the Revenue Department Manager. The reassigned employee(s) will be given a notice of assignment at least 14 calendar days in advance of the reassignment.

G. If new shifts become available or are deleted between sign-ups, the Revenue Department Manager will conduct a new sign-up as described in Section 2.E.

- H. Subject to emergencies, there will be regular relief personnel for each Cable Car shift plus as many back-up personnel as the Revenue Department deems necessary.

### SECTION 3. OVERTIME HOLIDAY PAY

- A. For purposes of this section the four work units are: Fare Extraction, Revenue Center, Pass Unit, and Cable Car.
- B. Holiday sign-ups will be held 30 calendar days prior to each scheduled holiday. The holiday sign-ups will be based on classification seniority within units as defined in Section 3A. The employee shall have the right to refuse the holiday work should the need arise. SFMTA will make an effort to offer holiday work to the next senior volunteer. If that effort is unsuccessful, SFMTA may then assign the work based on inverse order of seniority.
- C. SFMTA will make an effort to offer all overtime to the most senior employee on RDO assigned to the unit requiring overtime. The limit for each employee is 16 hours per pay period and/or a maximum of 200 hours per calendar year. These limits can only be exceeded upon prior approval of either the Revenue Division Manager or the Supervising Fiscal Officer. At Cable Car, the Revenue Department will offer 4-4 overtime shifts if both affected receivers can be contacted and both receivers agree to the 4-4 overtime shift. If this is not possible, an employee will be assigned by the Revenue Manager to work the required overtime.
- D. Employees will be allowed to accumulate compensatory time off when it is received in increments under 8 hours in order to take a full day off at a time they request. Requests will be granted in accordance with Section 4A of this agreement.
- E. The Revenue Manager will provide a copy of the overtime and holiday records of all Revenue employees to the Chief Steward.

### SECTION 4. REQUESTS FOR TIME OFF

- A. The Revenue Department will grant requests for paid and unpaid time off (single days) as long as they are requested within five (5) working days of the requested time off during the current sign-up period. Permission will be limited on any one day to the first requesting employee in the Revenue Center; the first requesting employee in the Pass Unit; and the first two (2) requesting employees in Fare Extraction.



- B. SFMTA shall hold a vacation sign-up during the time of shift sign up, two (2) times a year. The final vacation list will be posted in the units' office or lunch room.

The requests will be honored based on classification seniority within units. Units are defined as Fare Extraction, Pass Unit, Revenue Center, and Cable Car.

The employee shall have the right to cancel the vacation should the need arise but the employee will then be allowed vacation "time" as determined by the Revenue Manager.

In the event two or more employees within a unit sign up for the same dates, seniority will prevail. The Revenue Department Manager will determine how many employees can be granted vacation during the same period but each employee must be offered his or her amount of annually earned vacation.

Those employees who fail to sign-up within the deadline will be allowed vacation time as determined by the Revenue Manager, but must be offered his or her amount of annually earned vacation.

A copy of the final vacation list will be forwarded to the Chief Steward.

#### SECTION 5. NOTIFICATION OF STARTING TIMES

- A. The Revenue Department, when determining the starting time for those employees with rotating shift assignments, will provide the Sunday to Saturday assignments on the preceding Monday for the following week. Employees not assigned to work on Monday may call the Revenue Center for their assignment schedule.
- B. The employees must give the Revenue Department a minimum notice of one hour when requesting sick leave and a minimum notice of four hours when requesting a return to duty from sick leave. If the one hour notice is not received, the employee will be placed on unpaid leave. If the four hour notice is not received, the employee will remain on leave for that shift.
- C. Starting times for each day will not be changed without at least twenty-four hours notice or only with the consent of the employee, except in emergencies. Once an employee has reported for duty and the Revenue shift Supervisor desires to reassign the employee to another Revenue worksite, the Revenue Department will provide transportation to and from the new Revenue jobsite unless employee elects to use own vehicle.

#### SECTION 6. UNION ACCESS

- A. The Union representative shall be granted access to the Money Room under reasonable circumstances. Access must be pre-arranged with the Revenue Manager.

#### SECTION 7. PHONE CALLS

Revenue Supervisors, upon the request of any employee, shall use a reasonable effort to transfer phone calls to the employee's work area or give the number where the employee can be reached.

This requirement shall in no way interfere with the Revenue Supervisor's right to enforce work standards or performance. Failure to transfer a phone call shall not be actionable or grievable.

#### SECTION 8. SHIFT PATTERNS

The Revenue Department agrees to meet and confer with Local 1021 regarding proposed shift patterns or schedule changes and will consider alternate proposals submitted by the Union.

#### SECTION 9. FAST PASS SALES

When selling fast passes, employees shall not have any deductions made from their wages or be required to reimburse SFMTA for any shortage or loss unless caused by dishonesty. Management will provide small cash registers at all sales locations for accuracy in balancing at the end of his or her shift. The SFMTA shall upgrade the current temporary Fast Pass sales location at Montgomery Station. The upgrade will, at minimum, include wind-resistant back and sides.

#### SECTION 10. CHANGES OF PROCEDURES

When SFMTA proposes to change procedures and/or working conditions, it will give at least 48 hours notice to those employees affected, except in case of emergency. This notice will be in writing and signed by the employee (s) receiving them or annotated that the employee(s) refused to sign. Copies of these notices will then be given to the Union.

#### SECTION 12. DISCIPLINARY ACTIONS

When an employee receives any disciplinary notice or action from SFMTA, the Union shall be notified at the time of such action. The Union will be notified of any disciplinary conference to be held with an employee.

#### SECTION 13. NO WORK STOPPAGES

It is mutually agreed and understood that during the period this MOU is in force and effect, the Union will not authorize or engage in any strike, sympathy strike, slowdown or work stoppage. Represented employees are also bound by the above. The SFMTA agrees not to conduct a lockout against any of the employees covered by this MOU during the term of this agreement.

SECTION 14. TERM

This Departmental Supplementary Agreement will remain in effect until June 30, [begin deletion] ~~2012~~ [end deletion] [begin addition] 2014 [end addition] and will be re-negotiated at that time.

DRAFT

## SIDELETTER

### CITY-WIDE VOLUNTARY TIME OFF PROGRAM

The parties hereby agree to the following clarifying principles in connection with the implementation of this provision:

- (a) The Voluntary Time Off Program will be triggered by certification of a projected deficit by the Controller [begin deletion] ' [end deletion] [begin addition] ' [end addition] s Office as authorized by the Appointing Officer [begin deletion] ' [end deletion] [begin addition] ' [end addition] s approval of the VTOP request;
- (b) The Union shall provide the City with its input and recommendations as to how the present VTOP form should be amended so as to clearly express the rights and obligations of the employee and employer under this program;
- (c) The parties affirm the language of Section 17.A.3.h. that there shall be no mandatory unpaid administrative leaves (furloughs) of any duration for employees subject to this Agreement [begin deletion] ;

← [end deletion] d) It is the intent of both parties that the VTOP contained in this MOU be administered and interpreted consistent with Civil Service Rule 22.15B existing on July 7, 1994 which shall be incorporated as part of this agreement.

**[begin deletion] SIDELETTER**  
**~~SFMTA ATTENDANCE INCENTIVE PROGRAM~~**  
**~~-SFMTA PERFORMANCE/ATTENDANCE INCENTIVES~~**  
**~~(Non-Transit Operator Personnel)~~**

This sideletter is a housekeeping measure only and is not intended to change any existing provision of the Agreement or existing rights of the parties.

Consistent with Charter Section 8A.100, the San Francisco Municipal Transportation Agency (SFMTA) and the Union 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 employee in “service critical” classes at SFMTA.

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

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

~~[begin deletion] LETTER OF AGREEMENT  
BETWEEN  
SERVICE EMPLOYEES INTERNATIONAL UNION  
AND  
SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY~~

~~May 27, 2010~~

~~Upon ratification of this agreement, both parties agree to withdraw the Unfair Labor Practice Charges filed in 2009 and the SFMTA agrees to provide one (1) additional paid bereavement day for all employees represented by SEIU Service Critical in either FY 2010/2011 or 2011/2012  
[end deletion]~~

DRAFT

**SIDE LETTER OF AGREEMENT  
BETWEEN  
SEIU, LOCAL 1021  
AND  
SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY**

*[begin addition] Equity Pay Adjustment for 8214 Parking Control Officer & 8216 Sr. Parking Control Officer*  
[end addition]

A one-time equity pay adjustment of 1% shall be applied to base wage effective July 1, 2012.

A one-time equity pay adjustment of 1% shall be applied to base wage effective July 1, 2013

SEIU	DATE	SFMTA	DATE
Leah Berlanga SEIU Field Supervisor	[begin addition] <u>5/15/12</u> [end addition]	Edward D. Reiskin Director of Transportation	[begin addition] <u>5/15/12</u> [end addition]