



**Municipal Transportation Agency**



**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY**

**AND**

**THE MACHINISTS UNION**

**LOCAL 1414**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
& AEROSPACE WORKERS**

**MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE 190**

**FOR SERVICE CRITICAL CLASSIFICATIONS  
AT THE MUNICIPAL RAILWAY**

**July 1, ~~2006~~ 2012- June 30, ~~2012~~ 2014**

**TABLE OF CONTENTS**

**ARTICLE I - REPRESENTATION..... 1**

I.A. RECOGNITION..... 1

I.B. INTENT..... 2

I.C. MANAGEMENT RIGHTS..... 2

I.D. NO STRIKE PROVISION..... 2

I.E. OFFICIAL REPRESENTATIVES AND STEWARDS..... 2

I.F. UNION SECURITY..... 4

I.G. AGENCY SHOP..... 4

I.H. BULLETIN BOARDS..... 6

I.I. GRIEVANCE PROCEDURE..... 6

    1. APPLICATION..... 6

    1a. TIME LIMITS.....

    2. GRIEVANCE PROCEDURE STEPS - NON-DISCIPLINARY GRIEVANCES..... 7

    2a. STEPS OF THE PROCEDURE- DISCIPLINARY GRIEVANCES.....

    3. ~~THE EFFECT OF FAILURE OF TIMELY ACTION~~..... 11

    4. ~~TIMELINESS OF GRIEVANCE~~..... 13

    5. RIGHTS OF THE UNION FORMALLY RECOGNIZED TO REPRESENT THE GRIEVANT'S CLASSIFICATIONS..... 13

I.J. WORKFORCE REDUCTION..... 14

I.K. APPRENTICESHIP PROGRAM..... 14

**ARTICLE II - EMPLOYMENT CONDITIONS..... 18**

II.A. NON-DISCRIMINATION..... 18

II.B. PERSONNEL FILES..... 18

II.C. REIMBURSEMENT OF PERSONAL EXPENSES..... 19

II.D. TEMPORARY VACANCIES..... 19

II.E. ~~PROCEDURE FOR DISMISSAL OF REGULAR PERMANENT EMPLOYEE..... 19~~

    1. ~~Discharge of Permanent Employees..... 19~~

    2. ~~Notification of Time and Place of Hearing..... 19~~

    3. ~~Hearing Officer Sources..... 19~~

    4. ~~Hearing Officer Method of Selection..... 19~~

    5. ~~Hearing Officer Challenge of Employee..... 20~~

    6. ~~Hearing Officer Evidence to Be Considered..... 20~~

    7. ~~Hearing Officer Decision..... 21~~

    8. ~~Notification of Decision of Hearing Officer..... 21~~

    9. ~~Costs..... 21~~

II.F. LEAVES OF ABSENCE..... 21

II.G. SUBCONTRACTING..... 22

    1. "Prop J." Contracts:..... 22

    2. Personal Services Contracts and Advance Notice to Union on Personal Services Contract..... 22

II.H. ANTI-NEPOTISM POLICY..... 24

II.I. PROBATIONARY PERIOD..... 24

**ARTICLE III - PAY, HOURS AND BENEFITS..... 25**

III.A. WAGES..... 25

III.B.	WORK SCHEDULES .....	25
1.	Hours .....	25
2.	Voluntary Reduced Work Week .....	25
3.	Voluntary Time off Program ("VTOP") .....	25
4.	Work Schedules Other than Monday Through Friday .....	28
III.C.	ADDITIONAL COMPENSATION .....	28
1.	NIGHT DUTY .....	28
<del>2.</del>	<del>UNDERWATER DIVING PAY</del> .....	<del>28</del>
3.	CALL BACK PAY .....	28
4.	LEAD WORKER PAY .....	28
5.	ACTING ASSIGNMENT PAY .....	29
6.	MUNI SUNDAY PREMIUM .....	29
7.	HEAVY EQUIPMENT PREMIUM .....	29
8.	AUXILIARY EQUIPMENT PREMIUM .....	30
9.	SUPERVISORY DIFFERENTIAL ADJUSTMENT .....	30
<del>10.</del>	<del>MTA PERFORMANCE/ATTENDANCE INCENTIVES</del> .....	<del>31</del>
11.	CLASS A AND CLASS B DRIVER'S LICENSE REIMBURSEMENT .....	31
III.D.	OVERTIME .....	32
III.E.	HOLIDAYS .....	33
III.F.	TIME OFF FOR VOTING .....	34
III.G.	STATE DISABILITY INSURANCE ("SDI") .....	35
III.H.	SICK LEAVE WITH PAY LIMITATION .....	35
III.I.	WORKERS COMPENSATION .....	35
III.J.	HEALTH BENEFIT CONTRIBUTIONS .....	35
1.	EMPLOYEE HEALTH CARE .....	35
<u>2.</u>	<u>MEDICALLY SINGLE EMPLOYEES</u> .....	<u>32</u>
<del>3.</del>	<del>DEPENDENT HEALTH CARE PICK-UP</del> .....	<del>36</del>
4.	DENTAL COVERAGE .....	36
4.	CONTRIBUTIONS WHILE ON UNPAID LEAVE .....	37
<del>5.</del>	<del>MEDICALLY SINGLE EMPLOYEES</del> .....	<del>37</del>
6.	LONG TERM DISABILITY .....	37
III.K.	RETIREMENT .....	38
III.L.	VACATIONS .....	39
III.M.	VACATION SCHEDULING .....	39
III.N.	VOLUNTEER/PARENTAL RELEASE TIME .....	39
<b>ARTICLE IV - WORKING CONDITIONS .....</b>		<b>41</b>
IV.A.	HEALTH AND SAFETY .....	41
IV.B.	SAFETY EQUIPMENT .....	41
IV.C.	ASSAULT DATA .....	42
IV.D.	VIDEO DISPLAY EQUIPMENT WORKING CONDITIONS .....	42
IV.E.	PREGNANCY .....	43
IV.F.	PROTECTIVE COVERALLS .....	43
IV.G.	FOUL WEATHER GEAR .....	43
IV.H.	MTA TOOL UPGRADE ALLOWANCE .....	43
IV.I.	TOOL INSURANCE .....	44
IV.J.	TRAINING .....	45

IV.K. EMPLOYEE TRAINING AND TUITION REIMBURSEMENT PROGRAM..... 45

IV.L. MEAL PROVISION – HETCH-HETCHY ONLY ..... 46

IV.M. EMPLOYEE ASSISTANCE PROGRAM AND PEER COUNSELING PROGRAM..... 46

**ARTICLE V – SCOPE ..... 47**

V.A. SAVINGS CLAUSE ..... 47

~~V.B. REOPENER ..... 47~~

V.C. ZIPPER CLAUSE ..... 48

V.D. CIVIL SERVICE RULES/ADMINISTRATIVE CODE..... 48

V.E. DURATION OF AGREEMENT ..... 48

**APPENDIX A ..... 50**

**PAST PRACTICES..... 50**

**Cancellation of vacations ..... 53**

**Bump procedure and vacation ..... 53**

**APPENDIX B..... 56**

~~**MTA PERFORMANCE & ATTENDANCE INCENTIVE PROGRAMS..... 56**~~

~~PERFORMANCE INCENTIVE PROGRAM ..... 57~~

~~ATTENDANCE INCENTIVE PROGRAM ..... 70~~

**APPENDIX C ..... 76**

**EMPLOYEE ASSISTANCE PROGRAM AND PEER COUNSELING PROGRAM ..... 76**

    A. OVERVIEW OF EAP PROGRAM ..... 76

    B. ORGANIZATION..... 78

    C. PAY STATUS DURING VOLUNTARY SELF-REFERRAL TREATMENT  
    (VOLUNTARY SUBSTANCE ABUSE PROGRAM) ..... 81

    D. NON-PAID STATUS DURING TREATMENT AFTER POSITIVE TEST ..... 81

    E. EDUCATION AND TRAINING..... 81

    F. CONFIDENTIALITY ..... 81

    G. FUNDING ..... 81

    H. SPECIAL PROVISIONS ..... 81

**LETTER OF AGREEMENT..... 83**

    MTA, 1414 SELECTION PROCEDURE FOR A NON-PERMANENT SUPERVISORY  
    POSITION ..... 83

**SIDE LETTER ..... 85**

    REDUCTION IN PAY ..... 85

**SIDE LETTER ..... 86**

    RETIREE MEDICAL BENEFITS..... 86

## ARTICLE I - REPRESENTATION

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

### I.A. RECOGNITION

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

7126 Mechanical Shop & Equipment Supt.  
7225 Transit Paint Shop Supervisor I  
7228 Automotive Transit Shop Supervisor I  
7241 Senior Maintenance Controller  
7249 Automotive Mechanic Supervisor I  
7254 Automotive Machinist Supervisor I  
7258 Maintenance Machinist Supervisor I  
7264 Automotive Body & Fender Worker Supervisor I  
7305 Metal Fabricator  
7306 Automotive Body & Fender Worker  
7309 Car and Auto Painter  
7313 Automotive Machinist  
7315 Automotive Machinist Assistant Supervisor\*  
7322 Automotive Body & Fender Worker Assistant Supervisor  
7332 Maintenance Machinist  
7337 Maintenance Machinist Assistant Supervisor\*  
7340 Maintenance Controller  
7381 Automotive Mechanic  
7382 Automotive Mechanic Assistant Supervisor  
7387 Upholsterer  
7434 Maintenance Machinist Helper

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

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

**I.B. INTENT**

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

**I.C. MANAGEMENT RIGHTS**

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

**I.D. NO STRIKE PROVISION**

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

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

1. Official Representatives

9. The Union may select as many as two (2) employee members of such organization from the appropriate unit represented by such organization, and one additional such employee member for each 250 employees, or fraction thereof, in excess of 200 employees in such unit, to attend, during regular duty or work hours without loss of compensation, meetings scheduled with the SFMTA Human Resources Director or the appointing officer of a board or commission, when such meetings have been scheduled for the purpose of meeting and conferring on matters within the scope of representation affecting such appropriate unit, and to participate in the discussion, deliberations, and decisions at such meetings. The selection of such employee members, or substitutions or replacements therefore, and their attendance at meetings during their regular duty or work hours shall be subject to the following:

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

2. Stewards

14. a. The Union shall furnish the appropriate department with an accurate list of shop stewards in designated units. The Union may submit amendments to this list at any time because of the permanent absence of a designated shop steward. If a shop steward is not officially designated in writing by the Union none will be recognized for that area or shift.
15. b. The Union recognizes that it is the responsibility of the shop steward to assist in the resolution of grievances at the lowest possible level.
16. c. If, in the judgment of the supervisor, permission cannot be granted immediately to the shop steward to present a grievance during on-duty time, such permission shall be granted by the supervisor no later than the next working day from the date the shop steward was denied permission.
17. d. In emergency situations, where immediate disciplinary action must be taken because of a violation of law or a City or departmental rule (intoxication, theft, etc.), the shop steward shall, if possible, be granted immediate permission to leave his/her post of duty to assist in the grievance procedure.
18. e. Shop stewards shall not interfere with the work of an employee.
19. f. The SFMTA encourages departments to authorize stewards to orient new employees on matters concerning employee rights under the provisions of this Agreement, other departmental Agreements if they exist, and other matters relating to their working conditions.

20. g. It is the policy of the SFMTA that, pursuant to the rules of the Civil Service Commission, a leave of absence without pay for a reasonable time should be granted to a reasonable number of employees elected to transact union business provided that ten (10) days' written notice be given by the Union to the SFMTA.

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

### 1. Authorization for Deductions

21. The SFMTA shall deduct Union dues, initiation fees, premiums for insurance programs and political action fund contributions from an employee's pay upon receipt by the Controller of a form authorizing such deductions by the employee. The SFMTA shall pay over to the designated payee all sums so deducted. Upon request of the Union, the Controller agrees to meet with the Union to discuss and attempt to resolve issues pertaining to delivery of services relating to such deductions.

### 2. Dues Deductions

22. Dues deductions, once initiated, shall continue until the authorization is revoked in writing by the employee. For the administrative convenience of the SFMTA and the Union, an employee may only revoke a dues authorization by delivering the notice of revocation to the Controller during the two-week period prior to the expiration of this Agreement. The revocation notice shall be delivered to the Controller either in person at the Controller's office or by depositing it in the U.S. mail addressed to the Office of the Controller, ~~875 Stevenson, Room 235, San Francisco, CA 94103~~ 1 South Van Ness Ave, 8<sup>th</sup> Floor, San Francisco, CA, 94103; Attention: Dues Deduction. The SFMTA shall deliver a copy of the notices of revocation of dues deductions authorizations to the Union within two (2) weeks of receipt.

## **I.G. AGENCY SHOP**

23. The application except as provided otherwise herein, the provisions of this section shall apply to all employees of the SFMTA in all classifications represented by the Union in represented units when on paid status. These provisions shall not apply to individual employees of the SFMTA in represented units who have been properly and finally determined to be management, confidential or supervisory employees pursuant to the SFMTA Employee Relations Operating Resolution. Except when an individual employee has filed a challenge to a management, confidential or supervisory designation, the SFMTA Human Resources Director and the Union shall meet as necessary for the purpose of attempting to make such determinations by mutual agreement. The SFMTA Human Resources Director shall give the Union no less than ten (10) working days' prior notice of any such proposed designation. Disputes regarding such designations shall be promptly resolved pursuant to the SFMTA Employee Relations Operating Resolution.



1. New Employees

24. The Union requests, in writing, an agency shop be implemented for all employees hired after a date to be agreed to by the Union and the SFMTA Human Resources Director.

2. Service Fee

25. Upon such an event occurring, employees of the SFMTA in the particular unit or subunit, 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. The fair share service fee payment shall be established annually by the Union, provided that such fair share agency shop service fee will be used by the Union only for the purposes permitted by law.

3. Financial Reporting:

26. Annually, the Union will provide an explanation for the fee and sufficient financial information to enable the fair share 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.

4. Religious Exemption

27. Any employee of the SFMTA in a classification described in subsection (1) hereof who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and is recognized by the National Labor Relations Board to hold such objections to Union membership shall, upon presentation of membership and historical objection, be relieved of any obligation to pay the required service fee. The Union shall be informed in writing of any such request.

5. Payroll Deduction

28. The Union shall provide the SFMTA Human Resources Director and the City Controller with a current statement of membership fees. Such statement of membership fees shall be amended as necessary. The Controller may take up to thirty (30) days to implement such changes. Effective the second complete pay period commencing after the election or request or showing described in subsection (b) and each pay period thereafter, the controller shall make membership fee or service fee deductions, as appropriate, from the regular periodic payroll warrant of each City employee described in subsection (a) thereof, and, each pay period thereafter, the Controller shall make membership fee or service fee deductions, as appropriate, from the regular payroll warrant of each such employee. Nine (9) working days following payday the controller will promptly pay over to the Union all sums withheld for membership or service fees.

6. Employee Lists

- 29. a. The Controller shall also provide with each payment a list of employees paying membership fees and a list of employees paying service fees. All such lists shall contain the employee's name, employee number, classification, department number and amount deducted.
- 30. b. A list of all employees in represented classes shall be provided to the Union monthly. 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.
- 31. c. The SFMTA agrees to provide the Union with the names and classifications of newly hired employees. The SFMTA will provide such new employees with the "Hudson" notice prepared by the Union.

7. Indemnification

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

8. Hudson Compliance

- 33. The Union shall comply with the requirements set forth in *Chicago Teachers Union v. Hudson*, 475 U.S. 292 (1986) for the deduction of agency shop fees. Annually, the Union shall certify in writing to the SFMTA that the Union has complied with the requirements set forth in this section and in *Hudson*, 475 U.S. 292.

**I.H. BULLETIN BOARDS**

- 34. Reasonable space may be allowed on bulletin boards for use by the Union to communicate with employees. Materials shall be posted upon the bulletin board space as designated, and not upon walls, doors, windows or any other place. Posted material shall not be obscene, shall not be of a slanderous or defamatory nature or of a partisan political nature. All posted material shall be neatly displayed, and shall be removed when no longer timely. A department may remove postings if material is posted on other than authorized bulletin boards or if material posted if material is posted on bulletin boards is not in compliance with this Article. Should the Department remove material from union bulletin board, a department representative will immediately notify the Union by email that it objects to the content of the posting, and the Union may request a meeting with the department to discuss the removal.

**I.I. GRIEVANCE PROCEDURE**

1. APPLICATION

- 35. ~~This grievance procedure applies to conditions of employment as set forth in this Agreement.~~ The following procedures are adopted by the parties to provide for the

**orderly and efficient disposition of grievances and are the sole and exclusive procedures for resolving grievances as defined herein.**

- 36. A grievance is defined as and is limited to an allegation by an employee, a group of employees, or the Union that the SFMTA has failed to implement a condition of employment as specifically set forth in this Agreement.
- 37. EXCLUSION OF CIVIL SERVICE MATTERS - The grievance procedure herein established shall have no application to matters within the jurisdiction of the Civil Service Commission as set forth in the City Charter or to any rules adopted by the Commission pursuant to its Charter authorities.

**1a. TIME LIMITS**

**37a.** A grievance shall be void unless initiated by informal discussion with the immediate supervisor within forty-five (45) calendar days from the date on which the SFMTA has allegedly failed to implement a condition of employment, or within forty-five (45) calendar days from the time the grievant might reasonably have been expected to have learned of such alleged failure to implement a condition of employment. In no event shall any grievance include a claim for money relief for more than the forty-five (45) day period plus such reasonable discovery period.

37b. **The time limits set forth herein may be extended by the agreement of the parties. Any such extension must be confirmed in writing. Failure of the grievant to submit an appeal within the required timeline at any step, or for informal discussion, shall constitute an abandonment of the grievance. Failure of the City to respond within the time limit in any step shall result in automatic advance of the grievance to the next step. Any deadline date under this procedure that falls on a Saturday, Sunday or holiday shall be continued to the next business day. Unless specifically provided otherwise, all days in this Section refer to calendar days.**

**2. GRIEVANCE PROCEDURE STEPS- NON-DISCIPLINARY GRIEVANCES**

38. An employee having a grievance shall first discuss it with the employee's immediate supervisor and try to work out a satisfactory solution in an informal manner with the supervisor.

**STEP 1 – Immediate Supervisor**

- 39. a. If a solution, satisfactory to both the grievant and the immediate supervisor is not accomplished by informal discussion, the grievant shall have the right to consult with, and be assisted by, a representative of the grievant's own choice in this and all succeeding steps of this grievance procedure.
- 40. b. If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within ~~seven (7) working~~ **ten (10) calendar days** of the informal discussion with the immediate supervisor,

submit a Letter of Grievance - Step One, to the immediate supervisor with copies to the Appointing Authority or designee, and the Union.

41. c. The Letter of Grievance - Step One, shall contain:
- (1) The date of the informal discussion;
  - (2) The date of the submission of the Letter of Grievance to the immediate supervisor;
  - (3) The specific section(s)/~~subsection(s)~~ of the ~~Board of Supervisors' Ordinance, Resolution or SFMTA Board of Directors ratified Memorandum of Understanding which grants the condition of employment that the grievant alleges the SFMTA has failed to implement~~ **the grievant believes has been violated**;
  - (4) A full and complete explanation of the circumstances of the grievance, and
  - (5) The remedy sought by the grievant.
42. d. The immediate supervisor shall, within ~~seven (7) working~~ **ten (10) calendar** days of the receipt of the grievant's Letter of Grievance - Step One, submit an Answer to Letter of Grievance - Step One, to the grievant, with copies to the Appointing Authority or designee.
43. e. The Answer to Letter of Grievance - Step One, shall contain:
- (1) The date of receipt of the Letter of Grievance, - Step One;
  - (2) The date of the submission of the Answer to Letter of Grievance - Step One, to the grievant;
  - (3) A full and complete explanation of the circumstances of the grievance, and
  - (4) The response to the grievance.

STEP 2 – Intermediate Supervisor

44. a. If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within ~~seven (7) working~~ **ten (10) calendar** days of receipt of the Answer to Letter of Grievance - Step One, submit a Letter of Grievance - Step Two, to an Intermediate Supervisor, designated by the appointing authority.
45. b. The Letter of Grievance - Step Two, shall contain:
- (1) The date of receipt, by the grievant, of the answer to Letter of Grievance - Step One;
  - (2) Date of submission of the Letter of Grievance - Step Two, to the Intermediate Supervisor;
  - (3) The specific section(s)/~~subsection(s)~~ of the ~~Board of Supervisors' Ordinance, Resolution or SFMTA Board of Directors ratified Memorandum of Understanding which grants the condition of~~

~~employment that the grievant alleges the SFMTA has failed to implement~~ **the grievant believes has been violated;**

- (4) A full and complete explanation of the circumstances of the grievance, and
  - (5) The remedy sought by the grievant.
46. c. The Intermediate Supervisor shall, within ~~seven (7) working~~ **ten (10) calendar** days of the receipt of the grievant's Letter of Grievance - Step Two, submit an Answer to Letter of Grievance - Step Two, to the grievant and the Appointing Authority or designee.
47. d. The Answer to Letter of Grievance - Step Two shall contain:
- (1) The date of receipt of the Letter of Grievance - Step Two,
  - (2) The date of the submission of the Answer to Letter of Grievance - Step Two, to the grievant,
  - (3) A full and complete explanation of the circumstances of the grievance, and
  - (4) The response to the grievance.

**STEP 3 – MUNI/DPT General Manager**

48. a. If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within ~~seven (7) working~~ **ten (10) calendar** days of receipt of the Answer to Letter of Grievance - Step Two, submit a Letter of Grievance - Step Three, to the MUNI/DPT General Manager or designee.
49. b. The Letter of Grievance - Step Three, shall contain:
- (1) The date of receipt, by the grievant, of the answer to Letter of Grievance - Step Two;
  - (2) Date of submission of the Letter of Grievance - Step Three, to the MUNI/DPT General Manager or designee;
  - (3) The specific section(s)/~~subsection(s)~~ of the Memorandum of Understanding which ~~grants the condition of employment that the grievant alleges the City has failed to implement~~ **the grievant believes has been violated;**
  - (4) A full and complete explanation of the circumstances of the grievance, and
  - (5) The remedy sought by the grievant.
50. c. The MUNI/DPT General Manager or designee shall, within ~~seven (7) working~~ **ten (10) calendar** days of the receipt of the grievant's Letter of Grievance - Step Three, submit an Answer to Letter at Step Three, to the grievant.
51. d. The Answer to Letter of Grievance - Step Three, shall contain:
- (1) The date of receipt of the Letter of Grievance - Step Three;

- (2) The date of the submission of the Answer to Letter of Grievance - Step Three, to the grievant;
  - (3) A full and complete explanation of the circumstances of the grievance, and
  - (4) The resolution of the grievance.
52. e. Unless waived by written mutual agreement of the grievant and the MUNI/DPT General Manager or designee a meeting is required at this step.
- ~~53. f. The seven (7) working day time limited noted in Step Three above may be extended by written mutual agreement between the grievant and the MUNI/DPT General Manager or designee.~~

STEP 4 – MTA Deputy General Manager of Human Resources

53. a. If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative shall, within thirty (30) calendar days of receipt of the Answer to Letter of Grievance - Step Three, submit a written request to the SFMTA Deputy General Manager of Human Resources or designee that the grievance be heard and resolved by a hearing officer.
54. b. Prior to the selection of the hearing officer, the SFMTA Deputy General Manager of Human Resources or designee shall informally review the grievance and attempt to resolve the grievance to the mutual satisfaction of the grievant and the appointing authority. The SFMTA Deputy General Manager of Human Resources or designee shall have ten (10) working days after receipt of the request in which to review and seek resolution of the grievance.

SELECTION OF THE HEARING OFFICER

55. a. The hearing officer shall be selected by mutual agreement between the grievant, or the grievant's representative, and the SFMTA Deputy General Manager of Human Resources or designee. If the grievant, or the grievant's representative, and the SFMTA Deputy General Manager of Human Resources or designee are unable to agree on the selection of a hearing officer they shall jointly request the State Conciliation Service to submit a list of five (5) hearing officers who have had considerable experience as a hearing officer in public employment disputes. The grievant, or the grievant's representative, and the SFMTA Human Resources Director or designee, shall then alternately delete names from such list until only one (1) name remains; and that person shall serve as the hearing officer. Whether the employee, or his representative, or the SFMTA Human Resources Director or designee deletes the first name in the alternating process of deleting names, shall be determined by lot.

- 56. b. Except when a statement of facts mutually agreeable to the grievant and the appointing authority is submitted to the hearing officer, it shall be the duty of the hearing officer to hear and consider facts submitted by the parties.
- 57. c. It shall be the duty of the hearing officer to hold said hearing within fifteen (15) calendar days of written acceptance of appointment as the hearing officer.
- 58. d. After said hearing or review of mutually agreeable statement of facts, it shall be the duty of the hearing officer to make written finding of fact(s) upon which the decision of the hearing officer is based.
- 59. e. The decision of the hearing officer shall be final and binding upon the parties.
- 60. f. The hearing officers' authority pursuant to the provisions of this grievance procedure shall be limited to a decision, based on submitted facts and applicable law, of whether or not the SFMTA has improperly failed to implement a condition of employment which is provided for in an Ordinance, Resolution, or the Memorandum of Understanding ratified by the SFMTA Board of Directors. Further, the hearing officer shall have no power to amend, or recommend an amendment of an SFMTA Board of Directors ratified Memorandum of Understanding or a Board of Supervisors ratified Memorandum of Understanding, Ordinance, or Resolution.
- 61. g. Each party, (employee, group of employees, or the Union and the appointing authority) to a hearing before a hearing officer shall bear its own expenses in connection therewith. All fees and expenses of the hearing officer, and a reporter, if any, shall be borne and paid in full by the losing party. In the event the hearing officer shall make a compromise decision, the party or parties which shall pay the fees and expenses of the hearing officer, and a reporter, if any, shall be determined on a proportional basis by the hearing officer.

**2A. STEPS OF THE PROCEDURE – DISCIPLINARY GRIEVANCES**

**61a. Permanent non-probationary employees may grieve (appeal) suspensions, disciplinary demotions of discharges.**

**STEP 1 – APPOINTING AUTHORITY**

**61b. a. The grievant and/or the Union shall submit in writing to the Appointing Officer, or designee, a grievance appealing the disciplinary action within fifteen (15) days of the mailing date of the written notice imposing discipline. The grievance shall set forth the basis of the appeal. The Appointing Officer, or designee, shall respond within fifteen (15) days following the receipt of the appeal.**

STEP 2 – EMPLOYEE RELATIONS DIVISION

61c. b. The Union may appeal the Appointing Officer’s response to the Employee Relations Manager at the Employee Relations Division, in writing within ten (10) days. ERD may convene a grievance meeting within twenty (20) days with the grievant and the grievant’s union. The Manager shall respond to the grievance in writing within twenty (20) days of the meeting, or if none is held within twenty (20) days of receipt of the appeal.

STEP 3 – ARBITRATION

61d. c. If the Employee Labor Relations Manager’s response is unsatisfactory, the Union may file a written appeal to arbitration. The appeal must be filed with ERD no later than fifteen (15) days following issuance of the Step 2 response.

61e. d. Arbitrators shall be selected in the same manner as in non-disciplinary grievances.

Expedited Arbitration

61f. Grievances of disciplinary suspensions of not greater than fifteen (15) days, and contract interpretation grievances where the remedy requested would not require approval by the Board of Directors shall be resolved through an expedited arbitration process; however, by mutual agreement, the parties may move such matters out of the expedited arbitration process to regular arbitration procedures provided herein.

61g. For Fiscal Year 12-13, the City agrees to schedule two arbitrators each month available to conduct expedited arbitrations. The City may, at its sole discretion, cancel any expedited arbitration sessions in time to avoid a cancellation fee if there are no expedited arbitrations calendared for that month. Additional arbitrators may be scheduled for Fiscal Year 13-14, if the City and the Union agree that there is sufficient demand to do so. The parties agree not to utilize court reporters or electronic transcription. The parties further agree not to utilize post-hearing briefs.

61h. Each party shall bear its own expenses in connection therewith. All fees and expenses of the arbitrator shall be borne and paid in full and shared equally by the parties.

61i. In the event that an expedited arbitration hearing is cancelled 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.

AUTHORITY OF THE ARBITRATOR

61j. The arbitrator shall have no authority to add to, subtract from, modify or amend the terms of this Agreement. The decision of the arbitrator shall be final and binding on all parties.

FEES AND EXPENSES OF ARBITRATION

61k. Each party shall bear its own expenses in connection with the arbitration, including but not limited to, witness and attorney’s fees, and any fees for preparation of the case. Transcripts shall not be required except that either party may request a transcript.



The party making such a request shall be solely responsible for the cost. All fees and expenses of the arbitrator and the court reporter, if any, shall be split equally between the parties. Individuals who may have direct knowledge of the circumstances relating to the grievance may be present at the request of either party at the hearing. If such individuals are employees of the City, they shall be compensated at their usual rate of pay for any time spent travelling to or from, and attending the arbitration hearing.

HEARING DATES AND DATE OF AWARD

61. The parties shall make their best efforts to schedule hearings within thirty (30) days of selection of an arbitrator. Awards shall be due with thirty (30) days following the receipt of closing arguments. As a condition of appointment, arbitrators shall be advised of this requirement and shall certify their willingness to abide by these time limits.

“SKELLY” RIGHTS

61m. A permanent non-probationary employee subject to discipline or discharge, shall be entitled, prior to the imposition of that discipline or discharge, to a meeting and to the following:

- a. A notice of the proposed action;
- b. The reasons for the proposed discipline;
- c. A copy of the charges and materials upon which the action is based, and
- d. The right to respond, either orally or in writing, to the authority initially imposing the discipline.

3. THE EFFECT OF FAILURE OF TIMELY ACTION

~~62. Failure to the grievant to submit an appeal within the required time limit at any step, or for informal discussion, shall constitute an abandonment of the grievance. Failure of the SFMTA to respond within the time limit in any step shall result in an automatic advance of the grievance to the next step.~~

4. TIMELINESS OF GRIEVANCE

~~63. A grievance shall be void unless initiated by informal discussion with the immediate supervisor within forty five (45) calendar days from the date on which the SFMTA has allegedly failed to implement a condition of employment, or within forty five (45) calendar days from the time the grievant might reasonably have been expected to have learned of such alleged failure to implement a condition of employment. In no event shall any grievance include a claim for money relief for more than the forty five (45) day period plus such reasonable discovery period.~~

4. ~~5.~~ RIGHTS OF THE UNION FORMALLY RECOGNIZED TO REPRESENT THE GRIEVANT'S CLASSIFICATIONS

62. An employee, in a classification which is included within a representation unit for which formal recognition has been granted, shall pursue any grievance under this procedure with

the assistance of said formally recognized employee organization or said employee may represent himself/herself with the assistance, if the employee so elects, of counsel or other representative. As used herein, counsel or other representative shall not include any other employee organization or the representative(s) of any other employee organization.

63. In those grievances in which the employee represents himself/herself, or arranges for representation by other than the ~~formally recognized employee organization~~ exclusive representative as set forth above, the ~~City~~ Department shall make no resolution or award which shall be inconsistent with the terms and conditions of a ratified Memorandum of Understanding which covers the grievant's classification. In the event the ~~formally recognized employee organization~~ exclusive representative determines that such an inconsistent resolution or award has been made, the ~~formally recognized employee organization~~ exclusive representative employee organization, on its own behalf, may file a grievance at Step Three for the purpose of amending such inconsistent resolution or award. In the event the grievant represents himself/herself, or elects a representative other than the ~~formally recognized employee organization~~ exclusive representative employee organization, the ~~formally recognized employee organization~~ exclusive representative employee organization may elect to be a full and equal party at Step Four for the purpose of protecting the interest of its members in negotiated conditions of employment.

#### **I.J. WORKFORCE REDUCTION**

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

#### **I.K. APPRENTICESHIP PROGRAM**

68. The parties agree to meet to discuss the development of mutually agreeable apprenticeship programs. The specific provisions of the apprenticeship programs shall be subject to agreement between the SFMTA, the Civil Service Commission (where appropriate), and

the Union. Each apprenticeship program, however, shall contain at least the following terms:

- 69. Subject to the ratios established by the apprenticeship program, the SFMTA, at its own discretion, may choose to fill any vacancy with either a journey-level worker or an apprentice; and
- 70. The entry salary step of the apprentice program shall be at least forty (40) percent lower than the top step or flat rate, whichever is applicable, of the journey-level class.
- 71. The following journey level classes (“Apprenticeable Classes”) shall be eligible for an apprenticeship program:

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

**72. The SFMTA will agree to continue to implementation of apprenticeship programs after further discussions in the JLMC with the following:**

- a. **IN the event the MTA uses apprentices covered by this Agreement, such apprentices will be trained by the San Francisco, Sonoma, San Mateo and Northern Santa Clara Counties Automotive Repair Trade Joint Apprenticeship Committee, as long as it is a State-certified apprenticeship program.**
- b. **All established guidelines will be adhered to but not subject to the grievance procedure of this Agreement.**
- c. **In the event an apprentice is indentured, the MTA will contribute \$500 per fiscal year per apprentice to the San Francisco, Sonoma, San Mateo and Northern Santa Clara Counties Automotive Repair Joint Trade Apprenticeship Committee.**
- d. **5-Step compensation schedule for each classification by time worked in months**

Employee Protection

**I.L — LAYOFF LIMITATIONS**

- ~~73. Spring/Fall 2010: Between the date of this Agreement and December 31, 2010, inclusive, SFMTA will not initiate any layoffs of employees represented by IAM, Local 1414 that result in complete loss of SFMTA employment, however, any notices issued previously as a result of the service modifications will proceed.~~
- ~~74. Spring 2011: Between January 1, 2011 and June 30, 2011, the SFMTA may layoff employees represented by IAM, Local 1414 only if the SFMTA Board projects an operating deficit of \$20 million or more for the current fiscal year as verified by the Controller’s Office.~~

- ~~75. Fiscal Year 2011-12: The SFMTA may layoff employees represented by IAM, Local 1414 only if the SFMTA Board projects an operating deficit \$20 million or more for that fiscal year as verified by the Controller's Office.~~
- ~~76. The SFMTA will provide IAM, Local 1414 with complete and current Budget Information (as defined in paragraph 69f below) supporting the need, if any, for additional layoffs. Immediately after issuing any such layoff notices, the SFMTA will schedule a meeting with IAM, Local 1414. 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 IAM, Local 1414 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.~~
- ~~77. "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 IAM, Local 1414. SFMTA shall provide the expert with supporting information for its budget reports. 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.~~
- ~~79. Nothing in this Agreement shall waive or prejudice the right or position of the SFMTA or IAM, Local 1414 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.~~

### **I.M — REORGANIZATION**

- ~~81. Upon ratification by IAM, Local 1414 MOU amendments implementing this agreement, the SFMTA agrees to rescind all layoffs first noticed for members of the union on or about March 5, 2010. The SFMTA further agrees not to effectuate the plan of Reorganization described in the Mayor's letter of March 2, 2010 to 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 IAM, Local 1414 waives its rights or arguments regarding the legality of the March 2010 Reorganization Plan. Upon ratification, IAM, Local 1414 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.~~
- ~~82. Prior to July 1, 2012, the SFMTA agrees not to effectuate any new reorganization plan that lays off employees in a classification while assigning the work formerly performed by those laid off employees to a similar number of new positions in a classification with a lower pay grade.~~

~~83. Prior to July 1, 2012, as required by MMBA and/or MOU, the SFMTA and the union will meet and confer over the impact of any work reorganization that results in a layoff, and will at that time consider whether alternatives to layoffs exist.~~

**I.N MINIMUM NOTICE**

~~73. For Fiscal Years 2010-2011 and 2011-2012 only, t~~ 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.

**I.O JOINT LABOR MANAGEMENT COMMITTEE**

74. Within thirty (30) days of the ratification of this agreement the parties will convene a Joint Labor Management Committee with equal representation from both the SFMTA and the Union.

75. Scope:

a. to give advice and make recommendations regarding the meaning, interpretation, or application of this Agreement;

76. b. to give advice and make recommendations regarding issues which both the SFMTA and the Union agree to submit to the Joint Labor Management Committee;

77. ~~The parties agree that SFMTA hiring, position restoration, and succession/attrition planning will be a priority subject of discussion with the JLMC meetings.~~ **The parties agree that the policies and procedures concerning protective footwear and prescription safety glasses, including frequency and voucher amounts will be a priority subject of discussion during the JLMC meetings for FY 2012-2013.**

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

## ARTICLE II - EMPLOYMENT CONDITIONS

### II.A. NON-DISCRIMINATION

79. The SFMTA and the Union agree that this Agreement shall be administered in a non-discriminatory manner and that no person covered by this Agreement shall in any way be discriminated against because of race, color, creed, religion, sex, sexual orientation, national origin, physical or mental disability, age, political affiliation or opinion or union membership or activity, or non-membership; nor shall a person be subject to sexual harassment. The SFMTA shall expedite the handling of complaints of sexual harassment pursuant to the Civil Service rules and Section 16.9-25 of the Administrative Code.

### II.B. PERSONNEL FILES

80. Upon request of an employee to the appointing officer or designee, material relating to disciplinary actions in the employee's personnel file which have been in the file for more than two (2) years shall be "removed" to the extent permissible by law, provided the employee has no subsequent disciplinary action since the date of such prior action. Performance evaluations are excluded from this provision.
81. The above provision shall not apply in the case of employees disciplined due to misappropriation of public funds or property; misuse or destruction of public property; drug addiction or habitual intemperance; mistreatment of persons; immorality; acts which would constitute a felony or misdemeanor involving moral turpitude; acts which present an immediate danger to the public health and safety. In such cases, an employee's request for removal may be considered on a case by case basis, depending upon the circumstances, by the appointing officer or designee.
82. Only one (1) official file shall be maintained on any single employee in any one department. Unless otherwise specified by the department, the official file shall be located in the departmental personnel office or, in larger departments, at the various divisional personnel offices of the department.
83. Each employee shall have the right to review the contents of his/her file upon request. Nothing may be removed from the file by the employee and copies of the contents shall be provided upon request.
84. 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.
85. An employee shall have the opportunity to review, sign, and date any and all material to be included in the file. The employee may also attach a response to any and all materials within thirty (30) days of receipt. All material in the file must be signed and dated by the author.
86. With the approval of his/her supervisor, the employee may include material relevant to his/her performance of assigned duties in the field.

87. 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 and has completed a diligent and timely investigation except for conduct which would constitute the commission of a crime. 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.

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

88. An employee who qualifies for reimbursement of 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 an appropriate reimbursement no later than ninety (90) days following the submission of such claim. Reimbursement may be delayed if the employee does not submit the appropriate documentation.

**II.D. TEMPORARY VACANCIES**

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

~~**II.E. PROCEDURE FOR DISMISSAL OF REGULAR PERMANENT EMPLOYEE**~~

~~1. Discharge of Permanent Employees~~

- ~~90. Pursuant to the current Charter Section A8.341 a permanent employee who has completed the probationary period may be discharged for cause upon written charges and after having an opportunity to be heard in her/his own defense.~~

~~2. Notification of Time and Place of Hearing~~

- ~~91. When the charges are made, the appointing officer shall notify the person in writing of the time and place where the charges will be heard by mailing such statement via certified mail to the employee's last known address. Such hearing shall not be held within five (5) working days of the date on which the notice is mailed. The employee may be represented by counsel or other representatives of the employee's choice.~~

~~3. Hearing Officer Sources~~

- ~~92. The hearing itself, as required by Charter section A8.341, shall be conducted by a hearing officer under contract to the appointing officer chosen as follows in each case:~~
- ~~93. a. From organizations such as the American Arbitration Association or the State Conciliation Service which customarily provide hearing officers, OR~~
- ~~94. b. From a list of qualified hearing officers certified by the Civil Service Commission, such list to be kept current and to contain at all times at least three (3) names.~~

~~4. Hearing Officer Method of Selection~~

- ~~95. The Civil Service Commission shall certify its list of hearing officers by the following method:~~

96. a. ~~The Commission shall cause to be published in a newspaper of general circulation an announcement of openings for hearing officers. This announcement shall run either for a period of five (5) working days or for two (2) weekends at the discretion of the Commission.~~
97. b. ~~The Commission shall include in its list only such applicants as to satisfy the following criteria:~~
- ~~(1) Have at least one (1) year of experience in the conduct of judicial hearings in the capacity of a hearing officer.~~
  - ~~(2) Have experience in the resolution of disputes involving the interpretation of labor-management contracts.~~
98. c. ~~The Executive Officer shall post the list of panel members so selected for a period of five (5) working days during which time employees, public employee organizations or City departments may seek to demonstrate in writing that any member of the panel is unacceptable. The Executive Officer shall review such challenges and shall determine whether, on the basis of the challenge, the individual should be eliminated from the approved list.~~

5. Hearing Officer Challenge of Employee

99. ~~The employee may challenge the competence of the hearing officer who is scheduled to hear the employee's case on the basis that the hearing officer is in some demonstrable manner biased or prejudiced against the employee and that, therefore, the employee will not be afforded a fair hearing. The challenge must be made in the following manner:~~
100. a. ~~The challenge must be by written affidavit;~~
101. b. ~~The challenge must be received by the appointing officer at least twenty four (24) hours prior to the commencement of the hearing;~~
102. c. ~~Should the challenge cause the department to incur expense through the cancellation of the hearing officer, shorthand reporter, etc., such expenses shall be borne by the employee in keeping with the section on costs below. If the employee has been placed on suspension pending the hearing, any delay in the hearing occasioned through challenge or replacement of a hearing officer shall be considered a delay of the hearing by act of the accused employee and shall extend indefinitely the thirty day period referred to in Charter Section A8.341.~~
103. d. ~~In the event that the appointing officer shall determine that the hearing officer cannot afford the employee a fair hearing, the appointing officer shall immediately make arrangements to obtain the services of another hearing officer in accordance with the methods stated above.~~

6. Hearing Officer Evidence to Be Considered

104. ~~The hearing officer shall decide the case on the basis of the evidence presented. The hearing officer shall determine whether the accused employee has adhered to the applicable orders, rules, regulations, ordinances, charter provisions, or applicable sections of any memoranda of agreement or memoranda of understanding. The hearing officer shall be prohibited from considering the relative merits or social desirability of such orders, rules, regulations, ordinances, charter provisions or sections of memoranda of agreement or memoranda of understanding as may be applicable to the case.~~



7. Hearing Officer Decision

105. ~~Within five (5) working days of the close of the hearing, unless specifically exempted for good cause by the appointing officer, the hearing officer shall notify the appointing officer in writing of a decision in the case. The hearing officer shall be limited to the following options in deciding the case:~~

106. a. ~~The hearing officer may exonerate the employee, in which case the record may, at the discretion of the hearing officer, be expunged and the employee may receive back pay for all time lost;~~

107. b. ~~The hearing officer may find the employee guilty as charged, in which case the following three provisions apply:~~

~~(1) The hearing officer may order the employee returned to work but without back pay for any time not worked between the time charges were made and the time of the hearing or the time the hearing officer renders a decision, whichever is longer;~~

~~(2) The hearing officer may suspend the employee without pay but may not, at her/his discretion, order back pay for any periods not worked prior to the hearing;~~

~~(3) The hearing officer may dismiss the employee.~~

8. Notification of Decision of Hearing Officer

108. ~~Within five (5) working days after the appointing officer receives written notification of the decision of the hearing officer, the appointing officer shall inform the employee in writing of the decision of the hearing officer and shall, by copies of this correspondence and the written notification from the hearing officer, inform the Civil Service commission of the decision and the action taken.~~

9. Costs

109. ~~The department bringing charges against an employee shall pay all fees for hearing officers and court reporters, and, if required, the cost of preparation of the transcript with the following exception: If additional costs are incurred as a result of any request of the employee (such as costs occasioned by the untimely postponement of a hearing, challenges of hearing officer, etc.), all such additional costs, such as cancellation fees or fees when court reporters cannot be notified of the cancellation of a hearing within their established and customary limits, shall be borne by the employee.~~

**II.F. LEAVES OF ABSENCE**

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

## **II.G. SUBCONTRACTING**

### Subcontracting of Work - City Charter 10.104

#### 1. "Prop J." Contracts:

91. a. The SFMTA agrees to notify the Union no later than the date the department sends out Requests for Proposals when contracting out of a SFMTA service and authorization of the Board of Supervisors is necessary in order to enter into said contract.
92. b. Upon request by the Union, the SFMTA shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.
93. c. Prior to any final action being taken by the SFMTA to accomplish the contracting out, the SFMTA agrees to hold informational meetings with the Union to discuss and attempt to resolve issues relating to such matters including, but not limited to:
- (1) possible alternatives to contracting or subcontracting;
  - (2) questions regarding current and intended levels of service;
  - (3) questions regarding the Controller's certification pursuant to Charter Section 10.104;
  - (4) questions relating to possible excessing overhead in the SFMTA's administrative-supervisory/worker ratio; and
  - (5) questions relating to the effect on individual worker productivity by providing labor saving devices;
94. d. The City agrees that it will take all appropriate steps to insure the presence at said meetings of those officers and employees (excluding the Board of Supervisors) of the SFMTA who are responsible in some manner for the decision to contract so that the particular issues may be fully explored by the Union and the SFMTA.

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

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

parties (excluding the Board of Supervisors and other boards and commissions) who are responsible for the contracting-out decision(s) are present at the meeting(s) referenced in above paragraph.

- 98. The SFMTA agrees to provide the union with notice(s) of SFMTA Board and Civil Service Commission meetings during which proposed personal services contracts are calendared for consideration, where such services could potentially be performed by represented classifications.
- 99. Existing language in MOUs which provides additional notice and/or otherwise enhanced provisions shall not be superseded by the language in this section.

3. Advance Notice to Employee Organizations of the Construction/Maintenance or Job Order Contracts.

- 100. At the time the SFMTA issues an invitation for a Construction Bid and Specifications, the SFMTA shall notify the union with copy to the San Francisco Building Trades Council of any construction/maintenance or job order contract(s), where such services could potentially be performed by represented classifications.
- 101. If the union wishes to meet with SFMTA over a proposed construction/maintenance contract, it must make its request to SFMTA Labor Relations within two weeks after the receipt of the SFMTA's notice. The parties may discuss possible alternatives to contracting or subcontracting and whether the SFMTA staff has the expertise and/or facilities to perform the work. Upon request by the employee organization, the SFMTA shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.
- 102. In order to ensure that the parties are fully able to discuss their concerns regarding particular proposed contracts, the SFMTA agrees that it will take all appropriate steps to ensure that parties (excluding the Board of Supervisors and other boards and commissions) who are responsible for the contracting-out decision(s) are present at the meeting(s) referenced above.
- 103. The SFMTA agrees to provide the San Francisco Building Trades Council with notice(s) of SFMTA Board and Civil Service Commission meetings during which proposed construction/maintenance contracts are calendared for consideration, where such services could potentially be performed by represented classifications.

4. Joint Labor Management Committee on Personal Service and Construction/Maintenance Contracts

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

**II.H. ANTI-NEPOTISM POLICY**

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

**II.I. PROBATIONARY PERIOD**

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

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

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

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

**III.A. WAGES**

108. All base wage increases shall be rounded to the nearest salary schedule.

109. All members of the bargaining unit will receive the following base wage increases:

<u>Effective July 1, 2013</u>	<u>1%</u>
<u>Effective January 4, 2014</u>	<u>1%</u>
<u>Effective March 29, 2014</u>	<u>1%</u>

**III.B. WORK SCHEDULES**

1. Hours

110. A regular work shift is a tour of duty consisting of eight (8) hours. The lunch period shall be in the middle of the shift and shall be one (1) hour unless otherwise agreed. Forty (40) hours shall constitute a regular week's work of five (5) consecutive days from Monday through Friday and Tuesday through Saturday, or, a consecutive Sunday through Thursday schedule may be implemented and any five (5) consecutive days.

111. Any work shift starting between 6 a.m. and 9 a.m. shall be considered the day shift. Any work shift commencing between the hours of 9:01 a.m. and 5:59 p.m. shall be considered "shift two," a night/swing shift, and Employees working on such shift shall be paid ten percent (10%) above the regular day shift as set forth herein. Any subsequent shift starting at 6:00 p.m. and 5:59 a.m. shall be considered "shift three," a midnight/graveyard shift and shall be paid fifteen percent (15%) above the regular day rate.

112. The employer shall give at least one (1) week's notice to the employee of the change of a shift or start time change, whether the change is from one shift or start time to another shift or start time, or a change in days off, or a combination of both. The change shall occur no more than once every six (6) months unless mutually agreed to by SFMTA, the Union and the employee. There shall be no shift change made to avoid holiday pay.

2. Voluntary Reduced Work Week

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

3. Voluntary Time off Program ("VTOP")

114. The mandatory furlough provisions of Civil Service Commission Rules shall not apply to covered employees.

115. a. General Provisions: Upon receipt of a projected deficit notice from the Controller, an appointing officer shall attempt to determine, to the extent feasible and with due consideration for the time constraints which may exist for eliminating the projected deficit,

the interest of employees within the appointing officer's jurisdiction in taking unpaid personal time off on a voluntary basis.

116. The appointing officer shall have full discretion to approve or deny requests for voluntary time off based on the operational needs of the department and any court decrees or orders pertinent thereto. The decision of the appointing officer shall be final except in cases where requests for voluntary time off in excess of ten (10) working days are denied.

117. b. Restrictions on Use of Paid Time Off while on Voluntary Time Off

118. (1) All voluntary unpaid time off granted pursuant to this section shall be without pay.

119. (2) Employees granted voluntary unpaid time off are precluded from using sick leave with pay credits, vacation credits, compensatory time off credits, floating holidays, training days or any other form of pay for the time period involved.

120. (3) Duration and Revocation of Voluntary Unpaid Time Off - Approved voluntary time off taken pursuant to this section may not be change by the appointing officer without the employee's consent.

(4) Unpaid Furlough Days in FY 2010-11 and FY 2011-12

~~121. Notwithstanding the provision of Article III.B.3. above, covered employees shall take four (4) unpaid furlough days during the period June 30, 2009 through June 30, 2010. By Friday, July 17, 2009, each covered employee must submit to the Departmental Personnel Officer or designee a list of requested furlough days (i.e., dates the employee would prefer to take off his/her 4 required furlough days). These dates would be subject to approval by management based on operational need. If the employee's requested dates are rejected, the employee and management will find mutually agreeable alternative dates prior to the end of FY 2009-10. The Employee Relations Director 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.~~

~~122. Notwithstanding the provision of Article III.B.3. above, covered employees shall take twelve (12) unpaid furlough days in fiscal year 2010-2011 and up to twelve (12) unpaid furlough days in fiscal days in fiscal year 2011-2012 with the total amount of unpaid furlough days in fiscal year 2011-2012 based on specific economic triggers pursuant to paragraphs 218 and 219 below, using the following procedures~~

~~123. Employees may take unpaid furlough days in hourly increments, subject to a one hour minimum.~~

~~124. All unpaid furlough days must be scheduled no less than 5 working days in advance, subject to prior scheduling approval of the Appointing Officer or designee.~~

- ~~125. 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.~~
126. 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 IAM, Local 1414 which divisions have been slated for Minimum Staffing Days and/or reduced staffing. If IAM, Local 1414 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 IAM, Local 1414 via this process. If IAM, Local 1414 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 IAM, Local 1414 are the non holiday work days between Christmas and New Years and the Wednesday prior to the Thanksgiving weekend — five (5) days.
153. 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 May 1 in each respective fiscal year will be scheduled by the supervisor. The Employee and Labor 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.
- ~~127. Employees may elect to use unpaid furlough days on any day(s) when SFMTA notifies employees that there are inclement weather conditions, lack of work, shortage of supplies, traffic conditions, or other unusual circumstances.~~
- ~~128. For the purpose of determining eligibility for overtime payment, the unpaid furlough days in paragraph 210 shall be considered time worked.~~
- ~~129. If by September 1, 2011 SFMTA restores in whole 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).~~
130. The parties agree to reduce the number of unpaid furlough days during Fiscal Year 2011-2012 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; (c) and the Agency has received an additional \$20 million in State Transit Assistance (STA) Program funding by September 1, 2011.

4. Work Schedules Other than Monday Through Friday

~~154.~~121. Regularly scheduled workweek that includes Saturday work currently paid at time and one half will have Saturdays paid at one and one-quarter times the straight time pay. This does not apply to the Municipal Railway or its current practices, and only affects shifts currently in effect.

**III.C. ADDITIONAL COMPENSATION**

1. NIGHT DUTY

~~121.~~122. Any shift immediately following a regular day shift or commencing during any period of a day shift shall be considered a night shift, and employees working on such shift shall be paid ten percent (10%) above the regular day shift as set forth herein. A subsequent shift shall be known as a midnight shift and shall be paid fifteen percent (15%) above their regular day rate. The employer shall give at least one (1) week's notice to the employee of the change of shift work. There shall be no shift change made to avoid holiday pay.

2. UNDERWATER DIVING PAY

~~122.~~123. ~~Employees shall be paid \$10.00 per hour more than the base hourly rate, exclusive of any additional compensation for other assignments, when assigned and actually engaged in duties and operations requiring underwater diving.~~

3. CALL BACK PAY

~~155.~~123. Employees called back to their work locations (except those at remote locations where city supplied housing has been offered, or are otherwise compensated) shall be granted a minimum of four (4) hours' pay at the applicable rate or shall be paid for all hours actually worked at the applicable rate, whichever is greater. The employee's work day shall not be adjusted to avoid the payment of this minimum.

4. LEAD WORKER PAY

~~123.~~124. An employee in any class covered by Local 1414, designated by his or her supervisor or foreman as a lead worker, shall receive a premium of \$12 per day when required to sketch, layout, detail, estimate, order materials, or take the lead on a job when at least two (2) employees in the same classification are assigned to a particular job and one acts as a lead. Effective 7/1/07, the Lead Worker Pay premium will be increased by \$1 each fiscal year for the duration of this agreement.

~~124.~~125. The lead worker's selection will be determined in accordance with the Letter of Agreement between SFMTA and the Union entitled SFMTA, 1414 Selection Procedure for a Non-permanent Supervisory position. Lead positions are responsible for directing the work of the employees subject to the specific task and are not expected to perform the full range of supervisory duties or to replace a higher paid classification.

~~125.~~126. Employees are not eligible to receive both Lead Worker Pay and Acting Assignment Pay simultaneously.



## 5. ACTING ASSIGNMENT PAY

~~126.~~127. An employee assigned in writing by the Appointing Officer (or designee) to perform the normal day-to-day duties and responsibilities of a higher classification of an authorized position for which funds are temporarily unavailable shall be entitled to acting assignment pay, no earlier than the tenth (10<sup>th</sup>) work day of such an assignment, with acting assignment pay retroactive to the first (1<sup>st</sup>) day of the assignment.

~~127.~~128. Upon written approval, as determined by the SFMTA, an employee shall be authorized to receive an increase to a step in an established salary schedule that represents at least 5% above the employee's base salary and that does not exceed the maximum step of the salary schedule of the class to which temporarily assigned. Premiums based on percent of salary shall be paid at a rate which includes the acting assignment pay.

## 6. MUNI SATURDAY OR SUNDAY PREMIUM

~~128.~~129. At the Municipal Railway, when an employees works Saturday or Sunday is worked as part of the scheduled forty (40) hour work week, ~~if the employee~~ shall be paid at the ~~straight time~~ base rate, with an additional premium of ~~ninety four~~ twelve and a half percent (~~94~~ 12.5%) of one-half the base rate for any hours worked on Saturday or Sunday as part of the scheduled forty (40) hour work week. No more than fifteen (15) employees shall be assigned the Sunday through Thursday work week. No more than twenty-five (25) employees shall be assigned to work Saturday and Sunday as part of the scheduled forty (40) hour work week ~~and said twenty five (25) employees shall be paid a 12.5% premium in addition to their regular day's pay for work on Saturday and ninety four percent (94%) of one-half of the base rate for work on Sunday.~~

~~129.~~130. Such assignments shall be made first on a voluntary, seniority basis followed by assignment on the basis of inverse seniority. Shift assignments shall be made for periods of six (6) consecutive months. Prior to the end of the initial six (6) month period, Muni Management shall give written notice that employees shall have an opportunity to bid for shift assignment for the next succeeding six (6) month period in accordance with the seniority selection procedure as outlined above. Such written notice shall be given by posting the notification on all official bulletin boards of the Municipal Railway and by sending the notification to the Union.

~~130.~~131. It is further understood and agreed that the seniority selection procedure shall be implemented by starting at the top of the seniority roster and working down on a voluntary basis and, if the shifts are not filled through a voluntary basis, then they are to be assigned by applying inverse seniority.

~~131.~~132. It is further understood and agreed that Sunday and holiday work will be permitted only to the extent of insuring continued operation and availability of equipment. No major work will be performed on Sundays or holidays unless equipment conditions so require.

## 7. HEAVY EQUIPMENT PREMIUM

~~132.~~133. Employees in Class 7381 assigned to work on vehicles over one (1) ton shall be paid a Heavy Equipment Premium of forty-~~five~~ cents (~~\$0.40~~) (\$0.45) per hour. Employees shall be paid a minimum of four (4) hours Heavy Equipment Premium when assigned to work

heavy equipment four (4) hours or less. Employees shall be paid eight (8) hours Heavy Equipment Premium when assigned to work heavy equipment for more than four (4) hours or shall be paid for all hours actually worked on heavy equipment, whichever is greater. ~~Effective 12/27/08, the Heavy Equipment Premium will be forty five cents (\$0.45) per hour.~~

8. AUXILIARY EQUIPMENT PREMIUM

~~133.~~134. Employees in Class 7313 shall receive a premium of forty ~~five~~ cents (~~\$0.40~~) **(\$0.45)** per hour when assigned to work on Auxiliary Equipment or Heavy Component Overhaul. "Auxiliary Equipment" is defined as vehicle components other than engines, transmissions, brakes, suspension, steering, and parts thereof, and any systems and components contained in the cab or chassis of a vehicle. "Heavy Component Overhaul" is defined as complete disassembly, inspection, rebuilding/machining, reassembly and testing of the following components: Engines, Transmission, Differentials, and Wheel Chair assemblies.

~~134.~~135. Employees shall be paid a minimum of four (4) hours Auxiliary Equipment Premium when assigned to work on Auxiliary Equipment or perform Heavy Component Overhaul work four (4) hours or less. Employees shall be paid eight (8) hours Auxiliary Equipment Premium when assigned to work on Auxiliary Equipment or perform Heavy Component Overhaul work for more than four (4) hours or shall be paid for all hours actually worked on Auxiliary Equipment or Heavy Component Overhaul, whichever is greater. ~~Effective 12/27/08, the Auxiliary Equipment Premium will be forty five cents (\$0.45) per hour.~~

9. SUPERVISORY DIFFERENTIAL ADJUSTMENT

~~135.~~136. The SFMTA Human Resources Director is hereby authorized to adjust the compensation of a supervisory employee whose schedule of compensation is set herein subject to the following conditions:

~~136.~~137. a. 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.

~~136.~~138. b. The organization is a permanent one approved by the appointing officer, Board or Commission, where applicable, and is a matter of record based upon review and investigation by the Civil Service Commission.

~~137.~~139. c. The supervisor has completed a probationary period in a civil service class and holds permanent status to a full-time position.

~~138.~~140. d. The classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal, logical relationship to each other in terms of their respective duties and levels of responsibility and accountability in the organization.

~~139.~~141. e. The compensation schedule of the supervisor is less than one full step (approximately 5%) over the compensation schedule, exclusive of extra pay, of the employee supervised. In determining the compensation schedule of a classification being paid a flat rate, the flat rate will be converted to a bi-weekly rate and the compensation

schedule the top step of which is closest to the flat rate so converted shall be deemed to be the compensation schedule of the flat rate classification.

~~140.~~142. f. The adjustment of the compensation schedule of the supervisor shall be to the nearest compensation schedule representing, but not exceeding, one full step (approximately 5%) over the compensation schedule, exclusive of extra pay, of the employee supervised.

~~141.~~143. If the application of this section adjusts the compensation schedule of an employee in excess of his/her immediate supervisor, the pay of such immediate supervisor, covered by this agreement, shall be adjusted to an amount \$1.00 bi-weekly in excess of the base rate of his/her highest paid subordinate, provided that the applicable conditions under this section are also met.

~~142.~~144. g. Compensation adjustments are effective retroactive to the beginning of the current fiscal year of the date in the current fiscal year upon which the employee became eligible for such adjustment under these provisions.

~~143.~~145. To be considered, requests for adjustment under the provisions of this section must be received in the offices of the SFMTA Human Resources Department not later than the end of the current fiscal year.

~~144.~~146. h. In no event will the SFMTA Human Resources Director approve a supervisory salary adjustment in excess of 10% or 2 full steps over the supervisor's current basic compensation. If in the following fiscal year a salary inequity continues to exist, the SFMTA Human Resources Department may again review the circumstances and may grant an additional salary adjustment not to exceed 10% or 2 full steps.

~~145.~~147. i. It is the responsibility of the (appointing officer) immediately to notify the SFMTA Human Resources Director of any change in the conditions or circumstances that were and are relevant to a request for salary adjustment under this section either acted upon by or pending with the SFMTA Human Resources Director.

~~10. MTA PERFORMANCE/ATTENDANCE INCENTIVES~~

~~146.~~148. 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 and shall be compensated as set forth in Appendix B.

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

~~157.~~148. For the duration of this agreement, employees who have been employed for six (6) months or more in a 1414 classification and are required to obtain and maintain a California Class A or Class B Driver's License and/or endorsement as a condition of employment, shall be reimbursed for the fees that are required to obtain or renew such license no later than ninety (90) days after submitting verification of fees paid. The employee must submit the required documentation for reimbursement no later than six (6) months from when the fees were charged.

## 12. RETIREMENT RESTORATION PAYMENT

~~148.~~149. For employees who retire prior to July 1, 2013 and whose final compensation for retirement purposes is impacted by the wage reduction described in Section ~~III.B.~~, **III.B.4 of the parties' 2006-2012 Agreement.** SFMTA will make available restoration pay in a lump sum equivalent to the pensionable value of the wage reduction described in Section III.B. of ~~this~~ **that** Agreement for the period used by the applicable retirement system to determine the employee's final compensation for retirement purposes (Final Compensation Period). 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.

~~149.~~150. 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 (4) floating holidays 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 (4) 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.

### III.D. OVERTIME

~~150.~~151. Overtime shall be distributed equally among employees covered by this Agreement. Any time worked by an employee in excess of: (a) forty hours per city work week for weekly overtime, or (b) in excess of the regular or normal work day, either prior to or after the regularly assigned shift for daily overtime, shall be designated as overtime and shall be compensated at one-and-one-half times the regularly assigned shift base hourly rate which may include a night differential **or a Saturday and or Sunday Premium**, if applicable. The use of any sick leave shall be excluded from determining hours worked in excess of 40 hours in a week for determining eligibility for overtime payment. For the purposes of determining the rate of pay (i.e., straight time or time-and-one-half), the department will look back to the previous five (5) work days to determine whether sick leave was used. Subject to the above, employees working on their regular days off shall be guaranteed eight (8) hours' work or pay therefore at time-and-one-half.

~~151.~~152. Employees working on any holiday specified in this agreement shall be guaranteed eight (8) hours' work or pay therefore at time-and-one-half in addition to the pay for the holiday. Employees working either on a RDO or holiday shall be compensated at the assigned shift rate of that particular day, regardless of their regularly assigned shift rate, which may include a night differential if applicable.

~~152.~~153. An employee shall not be eligible for voluntary overtime assignment if there has been sick pay or disciplinary time off on the preceding workday, or if sick pay or disciplinary time off occurs on the workday following the last overtime assignment. However, if the employee is not eligible for overtime assignment, the management may assign the employee for overtime and compensate at the overtime rate.

### III.E. HOLIDAYS

~~153.~~154. Except when normal operations require, or in an emergency, employees shall not be required to work on days hereby declared to be holidays for such employees. The following days are designated as holidays:

- January 1 (New Year's Day)
- the third Monday in January (Martin Luther King, Jr.'s Birthday)
- the third Monday in February (President's Day)
- the last Monday in May (Memorial Day)
- July 4 (Independence Day)
- the first Monday in September (Labor Day)
- the second Monday in October (Columbus Day)
- November 11 (Veteran's Day)
- Thanksgiving Day
- the day after Thanksgiving
- December 25 (Christmas Day)

~~154.~~155. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.

~~155.~~156. In addition, any day declared to be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United States is a holiday.

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

~~156.~~157. For those employees whose normal work week is Monday through Friday, in the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday, provided, however, that, except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under his/her jurisdiction on such preceding Friday so that said public offices may serve the public as provided in 16.4 of the Administrative Code. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by the appointing officer in the current fiscal year.

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

~~157.~~158. Employees assigned to seven (7) day operation departments or employees working a five (5) day work week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off. Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of their days off.

~~158.~~159. If the provisions of this section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, he/she shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate employer representative. Such days off must be taken within the fiscal year. In no event shall the provisions of this section result in such employee receiving more or fewer holidays than an employee on a Monday through Friday work schedule.

3. HOLIDAY PAY FOR EMPLOYEES LAID OFF

~~159.~~160. An employee who is laid off at the close of business the day before a holiday who has worked not less than five previous consecutive work days shall be paid for the holiday.

4. FLOATING HOLIDAYS

~~160.~~161. Employees are granted ~~three~~ Five floating holidays in each fiscal year to be taken on days selected by the employee subject to prior scheduling approval of the Appointing Officer or designee. Employees (both full-time and part-time) must complete six (6) months continuous service to establish initial eligibility for the floating holidays. Employees hired on an as-needed, intermittent or seasonal basis shall not receive the additional floating holidays. Floating holidays may not be carried forward from one fiscal year to the next except with the approval of the Appointing Officer. No compensation of any kind shall be earned or granted for floating holidays not taken.

**161a. Employees shall receive a one-time award of two (2) additional floating holidays in Fiscal Year 2012-2013, which shall be administered in the same manner as the floating holidays in the above paragraph.**

5. FLOATING HOLIDAY PAY FOR EMPLOYEES WHO SEPARATE

~~161.~~162. Employees who are terminated from City/SFMTA employment and at such time have at least six (6) months of continuous service with the City/SFMTA in the current calendar year and who have not taken a floating holiday in said period shall be entitled to be paid for one floating holiday upon termination. Employees who are terminated from employment with the City/SFMTA and at such time have at least ten (10) months of continuous service in the current calendar year and who have not taken either of the floating holidays, shall, upon termination of employment, entitled to be paid for said floating holidays. If one floating holiday has already been taken, the employee with ten (10) continuous months of service shall be entitled to be paid for the remaining ~~two~~ four.

6. PAID FURLOUGH DAYS

~~162.~~163. ~~Represented employees shall continue to receive two (2) paid furlough days in each fiscal year of this Agreement.~~

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

~~163.~~164. If an employee does not have sufficient time to vote outside of working hours, the employee may request so much time off as will allow time to vote, in accordance with the State Election Code.

### III.G. STATE DISABILITY INSURANCE (“SDI”)

~~164.~~165. All employees in the bargaining unit(s) covered by this Agreement shall be enrolled in the State Disability Insurance (SDI) Program. The cost of SDI will be paid by the employee through payroll deduction at a rate established by the State of California Employment Development Department.

### III.H. SICK LEAVE WITH PAY LIMITATION

~~165.~~166. An employee who is absent because of disability leave and who is receiving disability indemnity payments may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's sick leave with pay credits so as to equal the amount the employee would have earned for a regular work schedule. If the employee wishes to exercise this option, the employee must submit a signed statement to the employee's department no later than thirty (30) days following the employee's release from disability leave.

### III.I. WORKERS COMPENSATION

~~166.~~167. Employee supplementation of workers compensation payment to equal the full salary the employee would have earned for the regular work schedule in effect at the commencement of the workers compensation leave shall be drawn only from an employee's paid leave credits including vacation, sick leave balance, or other paid leave as available.

~~167.~~168. Employees returning from disability leave will accrue sick leave and/or supplemental disability credits as defined by Civil Service Commission Rule 420.22.

### III.J. HEALTH BENEFIT CONTRIBUTIONS

#### 1. EMPLOYEE HEALTH CARE

~~168.~~169. The level of the SFMTA's contribution to employee health benefits will be set in accordance with the requirements of Charter Sections A8.423 and A8.428.

~~206a~~169a. Any contributions the City makes shall not be considered as part of an employee's salary for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, retirement benefits or retirement contributions; nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary.

#### 2. MEDICALLY SINGLE EMPLOYEES

~~169.~~170. From July 1, 2012 to December 31, 2013, for “medically single employees” (Employee Only) (i.e., benefited employees not receiving contributions paid by the City for dependent health care benefits) who enroll in health plans other than the

City Plan the City shall contribute all of the ~~premi~~premium for the employee’s own health care benefit coverage.

~~170.~~171. From July 1, 2012 to December 31, 2013, for all employees enrolled in the City Plan in the medically single/Employee-Only category, the City’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.

~~208a~~171a. Effective January 1, 2014, 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.

~~208b~~171b. For the period January 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.

~~208e~~171c. The provisions in paragraphs 171a and 171b 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 City shall continue to contribute one hundred percent (100%) of the premium for the employees’ own health care benefit coverage.

3. DEPENDENT HEALTH CARE PICK-UP

~~171.~~172. The City shall contribute the greater amount of up to \$225 per month or 75% of the dependent rate charged by the City to employees for Kaiser coverage at the dependent plus two or more level.

4. DENTAL COVERAGE

~~172.~~173. For the term of this Agreement, the SFMTA will cover the cost of the employee and family dependents coverage under the City’s dental program.



~~210a~~173a. Notwithstanding the paragraph above, effective January 1, 2013, employees who enroll in the Delta Dental PPO Plan shall pay the following premiums for the respective coverage levels: \$5/month for employee-only, \$10/month for employee + 1 dependent, or \$15/month for employee + 2 or more dependents.

4. CONTRIBUTIONS WHILE ON UNPAID LEAVE

~~173.~~174. As set forth in Administrative Code section 16.701(b), covered employees who are not in active service for more than twelve (12) weeks shall be required to pay the Health Service System for the full premium cost of membership in the Health Service System, unless the employee shall be on sick leave, workers' compensation, mandatory administrative leave, approved personal leave following family care leave, disciplinary suspensions, or on a layoff holdover list where the employee verifies they have no alternative coverage.

5. MEDICALLY SINGLE EMPLOYEES

~~174.~~175. For "medically single" employees, i.e., benefited employees not receiving the contribution paid by the City for dependent health care benefits, the City shall contribute all of the premium for the employee's own health care benefit coverage.

~~175.~~176. MEDICALLY SINGLE. SFMTA will participate in the City wide labor-management committee established to identify changes to MOU negotiated premium payments that would be anticipated to yield approximately \$3 million in savings annually in the City's employee health care cost, beginning Fiscal Year 2011-12.

~~176.~~177. 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.

~~If no mutual agreement on another option is reached as described above, 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~~

6. LONG TERM DISABILITY

~~212.~~175. The SFMTA, at its own cost, shall provide to employees a Long Term Disability (LTD) benefit that provides, after one hundred and eighty (180) day elimination period, sixty percent (60%) salary (subject to integration) up to age sixty-five (65). Employees who are receiving or who are eligible to receive LTD may be eligible to participate in the City's Catastrophic Illness Program to the extent allowed for in the ordinance governing such program.

~~175.~~176. The aforesaid payments shall not be considered as part of an employee's salary for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, retirement benefits or retirement contributions; nor shall such contributions be taken into account on determining the level of any other benefit which is a function of or percentage of salary.

### III.K. RETIREMENT

~~176.~~177. Any SFMTA pick-up of employee's retirement contribution shall not be considered as part of an employee's compensation for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, or retirement benefits, nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary.

~~177.~~178. Rule changes by the City's Retirement Board regarding the crediting of accrued sick leave for retirement purposes shall be incorporated herein by reference. Any such rule change, however, shall not be subject to the grievance and arbitration provisions of this Agreement or the impasse procedures of Charter Section A8.409.

~~178.~~179. The parties acknowledge that the San Francisco Charter establishes the levels, terms and conditions of retirement benefits for members of the San Francisco Employees Retirement System (SFERS). The fact that a MOU does not specify that a certain item of compensation is excluded from retirement benefits should not be construed to mean that the item is included by the Retirement Board when calculating retirement benefits.

~~179.~~180. ~~Effective July 1, 2006, r~~ Represented employees who are members of SFERS agree to pay their own employee retirement contribution to SFERS pursuant to the City Charter in an amount equal to seven and one half percent (7.5%) of covered gross salary. For employees who became members of SFERS prior to November 2, 1976 (Charter Section A8.509 Miscellaneous Plan), the SFMTA shall pick up ~~the remaining~~ one-half percent (0.5%) of the total ~~eight percent (8%)~~ employee retirement contribution to SFERS.

#### PRE-RETIREMENT SEMINAR

~~180.~~181. Subject to development, availability and scheduling by SFERS and PERS, employees shall be allowed not more than one day during the life of this MOU to attend a pre-retirement planning seminar sponsored by SFERS or PERS.

~~181.~~182. 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.

~~182.~~183. All such seminars must be located within the Bay Area.

~~183.~~184. This section shall not be subject to the grievance procedure.

**III.L. VACATIONS**

- | ~~184.~~185. Definitions - "Continuous service" for vacation allowance purposes means paid service pursuant to a regular work schedule which is not interrupted by a breach in paid service.
- | ~~185.~~186. Award and Accrual of Vacation - Beginning with the first full pay period after the effective date of this agreement, an employee shall be awarded the employee's vacation allowance on the first day of the pay period following the pay period in which the allowance is accrued.
- | ~~186.~~187. An employee does not accrue vacation allowance in the first year of continuous service; however, at the end of one (1) year of continuous service, an employee shall be awarded a vacation allowance computed at the rate of .0385 of an hour for each hour of paid service in the preceding year.
- | ~~187.~~188. At the end of five (5) years of continuous service, an employee shall be awarded a one-time vacation allowance computed at the rate of .01924 of an hour for each hour of paid service in the preceding year except that the amount of the vacation allowance shall not exceed forty (40) hours.
- | ~~188.~~189. At the end of fifteen (15) years of continuous service, an employee shall be awarded a one-time vacation allowance computed at the rate of .01924 of an hour for each hour of paid service in the preceding year except that the amount of the vacation allowance shall not exceed forty (40) hours.
- | ~~189.~~190. The maximum number of vacation hours an employee may accrue consists of two-hundred forty (240) hours carried forward from prior years plus the employee's maximum vacation entitlement, which is based on the number of years of service. The maximum number of vacation hours which an employee may accrue is as follows:

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

**III.M. VACATION SCHEDULING**

- | ~~190.~~191. The department will continue its current practice for the duration of this Agreement. Any changes in vacation scheduling will be subject to meet and confer with the Union.

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

- | ~~191.~~192. Regularly scheduled (12 month) represented employees shall be granted paid release time to attend parent teacher conferences of up to four (4) hours per fiscal year (for children in kindergarten or grades 1 to 12).
- | ~~192.~~193. In addition, a regularly scheduled (12 month) represented employee, who is a parent or who has child rearing responsibilities (including domestic partners but excluding paid

child care workers) of one or more children in kindergarten or grades 1 through 12 shall be granted unpaid release time of up to forty (40) hours each fiscal year, not exceeding eight (8) hours in any calendar month of the fiscal year, to participate in the activities of the school of any child of the employee, providing the employee, prior to taking the time off, gives reasonable notice of the planned absence. The employee may use vacation, floating holiday hours, or compensatory time off during the planned absence.

III.O. ADMINISTRATIVE CODE CHAPTER 12W – PAID SICK LEAVE ORDINANCE

| ~~193.~~194. San Francisco Administrative Code, Chapter 12W, Paid Sick Leave Ordinance, is expressly waived in its entirety with respect to employees covered by this Agreement.

## ARTICLE IV - WORKING CONDITIONS

### IV.A. HEALTH AND SAFETY

~~194.~~195. The SFMTA acknowledges its responsibility to provide safe, healthful work environments for SFMTA employees.

~~195.~~196. When an employee, in good faith, believes that a condition exists which is immediately dangerous to life or health, and that continuing to work under such conditions poses risks beyond those normally associated with the nature of the job, the employee shall so notify the supervisor and explain why he/she believes it is unsafe. If the department agrees that the assignment is hazardous or unsafe, the employee shall be reassigned, if possible, until the hazard is eliminated or until the employee has been provided with the necessary safeguards.

~~196.~~197. If the department and the employee, or his/her designated representative, do not concur, the potentially hazardous condition shall be evaluated by the departmental Occupational Safety and Health (OSH) staff, or a member of the Department of Public Health's OSH Program staff, if the Department does not have professional OSH staff.

~~197.~~198. Such evaluation shall be performed by appropriate health and/or safety staff (6141 OSH Manager; 6139 Senior Industrial Hygienist; 6138 Industrial Hygienist; 5177 Safety Officer; 6130 Safety Analyst) by close of business the next business day.

~~198.~~199. In the event that either the employee or the Union disagrees with the evaluation of the three (3) person panel, they may appeal to a neutral arbitrator for an expedited hearing; the arbitrator shall be selected in advance and may be an outside (non-City) health and safety expert.

~~199.~~200. Upon request, the SFMTA shall provide the Union departmental lists on a quarterly basis containing the vital information on all work-related injuries and illnesses. Vital information shall include the nature of the illness or injury, dates, time lost, corrective action, current status of employee and work location.

### IV.B. SAFETY EQUIPMENT

~~200.~~201. The SFMTA agrees to provide all required safety equipment (i.e., protective eyewear, protective footwear, hearing protection) in compliance with Cal-OSHA regulations.

~~201.~~202. For classifications covered by the terms of this MOU, the SFMTA agrees to provide prescription safety glasses in accordance with the SFMTA eye protection program SOP, at a cost not to exceed \$150.00 per employee.

#### IV.C. ASSAULT DATA

~~202~~203. Upon request of the Union, a department shall retain and provide the Union with a copy of statistical information on assaults on employees who serve in particular classifications or at particular work sites.

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

~~203~~204. 1. The SFMTA and the Union agree that employees working on video display equipment shall have safe and healthy work environments.

~~204~~205. 2. This environment shall avoid excessive noise, crowding, contact with fumes and other unhealthy conditions. The SFMTA agrees upon request of the Union to meet and confer on ways to design the flow of work to avoid long, uninterrupted use of video display equipment by employees.

~~205~~206. a. Breaks - Every employee working on video display equipment shall be required to take a break away from his/her screen of at least fifteen (15) minutes after two (2) hours' work. In the event that normal work schedules do not provide a lunch or rest break every two (2) hours, the employee shall be assigned duties away from the video display screen for fifteen (15) minutes after two (2) hours of work.

~~206~~207. b. Physical Plant - The SFMTA agrees to provide, subject to the budgetary and fiscal provisions of the Charter, the following physical equipment and work environment for users of video display equipment:

~~207~~208. (1) Where necessary, effective glare screens shall be affixed to the front of such machines;

~~208~~209. (2) Adjustable chairs, footrests and tables shall be provided to allow for adjustment of individual machines to provide each operator with optimum comfort and the minimum amount of physical stress;

~~209~~210. (3) Optimal lighting conditions adapted to accommodate the types of equipment in use at each work site shall be provided;

~~210~~211. (4) Prior to the acquisition of additional or re-placement machines, the SFMTA agrees to meet and consult with the Union on the design of the machines, including such features as separate keyboards, tilt able screens, phosphor colors, brightness controls and any other features relating to operator health and well being. The SFMTA will give the Union as much advance notice as possible of such changes.

~~211~~212. c. Inspection of Machines - The SFMTA agrees to inspect each machine in use on a regular basis and to maintain all equipment in proper repair, state of cleanliness and working order.

#### IV.E. PREGNANCY

~~212.~~213. Upon request, the SFMTA shall attempt to temporarily reassign a pregnant employee to another position away from video display equipment for the duration of the pregnancy.

#### IV.F. PROTECTIVE COVERALLS

~~213.~~214. For employees working in classifications covered by the term of this Agreement, the SFMTA agrees to provide one clean pair of protective coveralls each working day to each employee. The cost of coveralls and laundering of the same shall be paid by the SFMTA. The employee is responsible for safeguarding coveralls issued to him/her and will be held responsible for the un-depreciated value of any coveralls lost, stolen, or damaged beyond fair wear and tear. Evidence of forced entry to an employee locker will be grounds for relieving an employee of responsibility for stolen coveralls. Responsibility for losses of individual sets of coveralls will be determined by the worker's supervisor on a case-by-case basis.

~~214.~~215. No employee in a classification covered by this Agreement shall be required to work in a location where he/she comes in contact with raw sewage or toxic or hazardous chemicals or substances if not provided with protective clothing as deemed appropriate for the purpose by the employee and his/her appointing officer.

~~215.~~216. FORMER LOCAL 1327 COVERED CLASSES -- The SFMTA agrees to provide one clean pair of protective coveralls or bib-overalls each working day to each represented employee. The option for bib-overalls or coveralls shall be given once a year. The cost of the bib-overalls or coveralls and laundering of the same shall be paid by the SFMTA. The employee is responsible for safeguarding bib-overalls and/or coveralls issued to him/her and will be held responsible for the un-depreciated value of any issued items lost, stolen, or damaged beyond fair wear and tear. Evidence of forced entry to an employee locker will be grounds for relieving an employee of responsibility for stolen bib-overalls or coveralls. Responsibility for loss of individual sets of bib-overalls or coveralls will be determined by the worker's supervisor on a case-by-case basis.

#### IV.G. FOUL WEATHER GEAR

~~216.~~217. Employees working in classifications covered by the terms of this Agreement shall not be required to perform their normal work duties in the rain without being provided adequate foul weather gear. which may include insulated, reflective rain gear, bib overalls, rubber boots and parkas with hoods consisting of a hat, coat and boots. Employees shall receive replacement foul weather gear as necessary.

#### IV.H. MTA TOOL UPGRADE ALLOWANCE

~~217.~~218. Employees subject to the provisions of IV.I. TOOL INSURANCE shall also be provided with an annual tool upgrade allowance of ~~\$400.00~~ \$550.00. The tool upgrade allowance will be paid annually, in September. ~~Effective September 2008, the annual tool upgrade allowance will be \$500.00.~~

~~218,219.~~ 219. To qualify for the tool upgrade allowance an employee must have worked the preceding twelve (12) months in ~~the~~ a City department.

~~219,220.~~ 220. Within six (6) weeks after payment of the tool upgrade allowance employees must submit an updated tool inventory to management, which will be used for the purpose of establishing each employee's current tool inventory in case of insurance claims due to tool loss or destruction.

~~258a,252a.~~ 252a. Effective June 30, 2010, the parties agree to increase the tool allowance by \$100 for Fiscal Years 2010-2011 and 2011-2012.

#### IV.I. TOOL INSURANCE

~~220,221.~~ 221. The SFMTA agrees to indemnify employees covered under this Agreement for the loss or destruction of the employee's tools and/or tool storage units subject to the following conditions:

~~221,222.~~ 222. 1. These provisions shall apply when an employee's tools and/or tool storage units are lost or damaged due to fire or theft by burglary while the tools are properly on SFMTA property, being transported in a SFMTA vehicle, or being used by the employee in the course of SFMTA business;

~~222,223.~~ 223. 2. The employee must demonstrate that he/she has complied with all of the tool safekeeping rules required by the SFMTA at the employee's particular work location;

~~223,224.~~ 224. 3. Upon approval of this Agreement and prior to any losses, the employee must submit a list of his/her tools and/or tool storage units to his/her appointing officer and the latter must acknowledge and verify said inventory both as to existence of said tools and their necessity as relates to the employee's job duties. Tools and/or tool storage units not enumerated on said list shall not be governed by these provisions.

~~224,225.~~ 225. 4. The employee shall be responsible for using all reasonable means to preserve and protect his/her tools and/or tool storage units. Failure to do so shall relieve the SFMTA from any and all obligations under this section. Any employee making false or inaccurate claims under this section shall be subject to disciplinary action by his/her appointing officer.

~~225,226.~~ 226. 5. In case of theft, the following procedures shall be followed in perfecting a claim:

~~213,227.~~ 227. a. The employee shall submit a written statement made under penalty of perjury of the tools and/or tool storage units stolen to his/her appointing officer, the local police department and the Union.

~~214,228.~~ 228. b. The statement must contain the member's name, location and details of loss, date of loss and date reported to the police.



~~215-229.~~ 229. c. The statement must be submitted to the parties set forth in subsection (1) immediately above within five (5) days of the loss, unless the employee is on authorized leave, in which case the employee shall have five (5) days from the date of his/her return to report the loss.

~~226-230.~~ 230. 6. In case of damage due to fire, the requirements of subsection "E" above shall be followed with the exception that verified reports need not be filed with the police.

~~227-231.~~ 231. 7. The first ten dollars (\$10.00) of any loss shall be borne by the employee. A "Loss" is defined as the total dollar amount of tools and/or tool storage units of the employee lost or damaged in one incident. Approved claims shall be settled by the SFMTA paying to the employee the replacement cost of the tool(s) and/or tool storage units minus ten dollars (\$10.00).

~~228-232.~~ 232. 8. The replacement cost for tools and/or tool storage units governed hereunder shall be determined by agreement between the employee or his representative and the employee's appointing officer. Where possible, tools and/or tool storage units shall be replaced by those of the same brand name and model. Any dispute resulting from attempts to determine tool replacement costs shall be submitted to an appropriate grievance procedure for resolution. In instances where the employee has suffered a loss of a substantial number of tools which would jeopardize the employee's ability to perform his/her job duties and if there is a dispute as to tool replacement costs, the employee shall not lose any time from work as a result thereof.

~~229-233.~~ 233. 9. The SFMTA, at its own expense, shall arrange with the San Francisco Police Department or another source of its choice to have all tools of the employees marked with identification information. Tools and/or tool storage units which are not so marked or identified shall not be included within the coverage of this Section, and if the SFMTA has not marked the tools, the tools will be covered.

#### **IV.J. TRAINING**

~~230-234.~~ 234. Subject to available budgeted funds, SFMTA is encouraged to provide training for covered employees.

~~231-235.~~ 235. Access to training/educational opportunities will be made available equitably to employees covered by this Agreement in order to increase the capacity of an employee to perform his/her job and to update skills for all electronic, mechanical, and new technology.

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

~~232-236.~~ 236. The SFMTA shall establish and maintain a four thousand dollar (\$4,000.00) fund for the purposes of an employee training (including apprenticeship) and tuition reimbursement program for reimbursement of up to \$500 six hundred dollars (\$600) per member during each fiscal year, subject to the policies and procedures of the SFMTA Department of Human Resources.

**IV.L. MEAL PROVISION – HETCH-HETCHY ONLY**

| ~~233.~~237. When an employee works longer than a ten (10) hour shift at a remote location, the SFMTA shall provide the employee with a meal, or pay the employee the current per diem rate for the meal.

**IV.M. EMPLOYEE ASSISTANCE PROGRAM AND PEER COUNSELING PROGRAM**

| ~~234.~~238. Services provided to covered employees as set forth in Appendix C.

## ARTICLE V – SCOPE

~~235.239.~~ The parties recognize that re-codifications may change the references to specific Civil Service Rules and Charter sections contained herein. Therefore, the parties agree that such terms will read as if they accurately reference the same sections in their newly codified form.

### V.A. SAVINGS CLAUSE

~~236.240.~~ Should any part hereof or any provision herein contained be rendered or declared invalid by reason of conflicting with a Charter provision or existing ordinances or resolutions which the Board of Supervisors had not agreed to alter, change or modify, or as conflicting with subsequently enacted legislation, by any decree of a court, such invalidation of such portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

### V.B. REOPENER

~~237.241.~~ Consistent with the provisions of Charter Section A8.409, this agreement shall be reopened if the Charter is amended to enable the SFMTA and that Union to arbitrate retirement benefits.

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

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

(b) — in the event that an arbitration panel acting under the authority of Charter section A8.409-4 awards another union representing miscellaneous employees employed in the SFMTA an economic benefit that becomes effective between July 1, 2010 through December 30, 2010, the SFMTA shall allow the Union to reopen its MOU solely for the purpose of proposing that its represented employees should receive an economic benefit in FY 2011-12, in light of the arbitration panel's award on behalf of the other miscellaneous labor organization. Such reopener, if any, shall commence in January 2011, and shall be subject to the timelines and the Charter factors set forth in Charter section A8.409. By entering into this agreement, SFMTA is not conceding that the Union is or should be entitled to a remedy in the event another union receives an economic benefit for the time period described above. The parties also acknowledge that any economic increases so awarded that are based on market-based adjustments or reflect premiums for specific work functions are not necessarily applicable to any other group of employees or to other unions.

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

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

**V.C. ZIPPER CLAUSE**

| ~~279~~241. 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.

| ~~216-242.~~ Pursuant to the Zipper Clause provision in the 1997–2001 MOU, the parties agree that all past practices and other understandings between the parties not expressly memorialized and incorporated into this Agreement shall no longer be enforceable.

**V.D. CIVIL SERVICE RULES/ADMINISTRATIVE CODE**

| ~~238-243.~~ Nothing in this Agreement shall alter the Civil Service Rules excluded from arbitration pursuant to Charter Section A8.409-3. In addition, such excluded Civil Service Rules may be amended during the term of this Agreement and such changes shall not be subject to any grievance and arbitration procedure but shall be subject to meet and confer negotiations, subject to applicable law.

**V.E. DURATION OF AGREEMENT**

| ~~239-244.~~ This Agreement shall be effective July 1, 2006 2012, and shall remain in full force and effect through June 30, ~~2012~~ 2014, ~~with no re-openers except as specified herein.~~

IN WITNESS HEREOF, the parties hereto have executed this MOU this \_\_\_\_\_ day of \_\_\_\_\_, ~~2006~~ 2012.

FOR THE SFMTA

FOR THE UNION

\_\_\_\_\_  
Ed Reiskin  
Director of Transportation

\_\_\_\_\_  
Arthur Gonzalez  
Business Representative  
Machinists Automotive Trades  
Local Lodge 1414

\_\_\_\_\_  
Debra A. Johnson  
Director of Administration, Safety and Training

\_\_\_\_\_  
**APPROVED AS TO FORM:**  
DENNIS HERRERA, CITY ATTORNEY

\_\_\_\_\_  
Elizabeth Salveson  
Chief Labor Attorney

**EXHIBIT A**

The following “service-critical” Job Classifications are covered under Maintenance Group Goals #1, #2, #3 and #4

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

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

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

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

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

**LOCKERS**

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

**PARKING**

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

**EMPLOYEE FACILITIES**

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

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

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

Bottled water provided at all fixed locations.

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

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

**EXHIBIT A**

The following “service-critical” Job Classifications are covered under Maintenance Group Goals #1, #2, #3 and #4

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

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

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

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

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

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

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

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

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

**EXHIBIT A**

The following “service-critical” Job Classifications are covered under Maintenance Group Goals #1, #2, #3 and #4

In an emergency, a supervisor may call-in employees based on the employees’ ability to respond to the emergency in a timely manner. Any employee who works overtime in an emergency situation will only have their name bypassed consistent with previously described guidelines. The supervisor who calls an employee in on emergency basis, will submit to the General Superintendent of the Motor Coach Division, with a copy to the Shop Steward, written justification as to why the overtime wheel was not followed, a copy of the justification will be made available to the Union upon request.

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

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

WOODS:      46 mechanics  
                  16 machinists

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

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

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

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

**VACATION BID PROCEDURE AT MUNI**

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

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

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

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



**EXHIBIT A**

The following “service-critical” Job Classifications are covered under Maintenance Group Goals #1, #2, #3 and #4

**Cancellation of vacations**

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

**Bump procedure and vacation**

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

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

**SHIFT ASSIGNMENTS AT MUNI**

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

**3a. For the purpose of using this displacement procedure, the following rules will be used to establish a departmental seniority list.**

JULY 1, 2006 2012 – JUNE 30, 2012 2014 MOU BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY  
AND MACHINISTS AND AEROSPACE WORKERS, LOCAL 1414

**EXHIBIT A**

The following “service-critical” Job Classifications are covered under Maintenance Group Goals #1, #2, #3 and #4

- A. Work seniority will be determined by the departmental start work date in the class regardless of work schedule and/or civil service status.**
- B. In calculating work seniority, time served in temporary, provisional and part-time employment in the class and department will be added to permanent time served.**
- C. Only continuous service in the class and department will be counted; leaves of absence, including leave to accept a provisional appointment, will NOT count as a break in service.**
- D. In the event of ties, departmental seniority will be determined as follows:**
  - 1. By certification date**
  - 2. By list adoption date**
  - 3. By rank**
  - 4. By the last two digits of the Social Security Number; low (00-99) to high**
  - 5. Where further tie breaking is required, the last three digits, the four digits, etc. will be used as necessary.**

**3b. For informational purposes, the MTA will provide an updated departmental seniority list to the UNION at the beginning of each fiscal year. This list should also include work locations, RDOs, and shift start times.**

- 4. Displacement rights under this Section will be accomplished without payment of overtime.
- 5. An employee who exercises a displacement for shifts, days off, work location, or a combination of same cannot be displaced for six (6) months and he cannot exercise another displacement for six (6) months thereafter.
- 6. Vacancies will be posted.
- 7. In filling vacated jobs, if there is no application for transfer, the SFMTA shall use reverse seniority of qualified employees.

**DISPLACEMENT PROCEDURE CLARIFICATION AT MUNI**

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

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

Management may fill the posted position temporarily as convenient, during the posting period.

**EXHIBIT A**

The following “service-critical” Job Classifications are covered under Maintenance Group Goals #1, #2, #3 and #4

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

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

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

**EXHIBIT A**

The following “service-critical” Job Classifications are covered under Maintenance Group Goals #1, #2, #3 and #4

**APPENDIX B**

**~~MTA PERFORMANCE & ATTENDANCE INCENTIVE PROGRAMS~~**

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

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

~~\*Note: Goal percentage requirements and effective dates in Appendix B are updated in July of each year. Such goals and effective dates will be published and also posted on the MUNI website.~~

**EXHIBIT A**

The following “service-critical” Job Classifications are covered under Maintenance Group Goals #1, #2, #3 and #4

**MTA****PERFORMANCE INCENTIVE PROGRAM**

~~A Performance Incentive Program is established for “service-critical” employees at the San Francisco Municipal Transportation Agency (SFMTA) in each of the following Occupational Groups:~~

- ~~● Maintenance Group~~
- ~~● Operations Group~~
- ~~● Administration Group~~

~~Service Standards are developed for each Occupational Group, and Performance Goals are established for each Service Standard. Service-critical employees responsible for achievement of Performance Goals are identified for each goal.~~

**SERVICE STANDARDS**

~~The following Service Standards are established for each Occupational Group:~~

**MAINTENANCE GROUP:**

- ~~1. Percentage of vehicles that run on time according to published schedules.~~
- ~~2. Increase vehicle miles between road calls by mode.~~
- ~~3. Total number days of unscheduled absences.~~
- ~~4. Total number of lost days due to industrial injury/illness.~~

**OPERATIONS GROUP:**

- ~~1. Percentage of vehicles that run on time according to published schedules.~~
- ~~2. Percentage of scheduled hours delivered.~~
- ~~3. Total number days of unscheduled absences.~~
- ~~4. Total number of lost days due to industrial injury/illness~~

**ADMINISTRATION GROUP:**

- ~~1. Percentage of vehicles that run on time according to published schedules.~~
- ~~2. Total number days of unscheduled absences.~~

**HOW PROGRESS IS MEASURED**

~~Performance Goals will be developed each fiscal year for the above listed Service Standards. For each Performance Goal, a Mode and/or Division Goal may be established. Progress toward achievement of these Performance Goals will be tracked and measured each fiscal year. A “Qualifying Fiscal Year” is defined as follows:~~

**EXHIBIT A**

The following “service-critical” Job Classifications are covered under Maintenance Group Goals #1, #2, #3 and #4

~~July 1 through June 30~~

~~When Performance Goals are achieved, Incentive Bonuses will be paid to eligible employees in each Occupational Group at the end of a fiscal quarter during which goal(s) were achieved. A “Qualifying Fiscal Quarter” is defined as follows:~~

- ~~1. July 1, September 30~~
- ~~2. October 1, December 31~~
- ~~3. January 1, March 31~~
- ~~4. April 1, June 30~~

**INCENTIVE BONUSES**

~~Incentive Bonuses will be paid quarterly based on Occupational Group achievement of one or more of the Performance Goals established for each Service Standard. Separate bonuses will be paid based on achievement of overall Occupational Group Goals and/or Mode or Division Goals.~~

~~Incentive Bonuses will be paid to each eligible “service-critical” employee of an Occupational Group following a Qualifying Calendar Quarter during which a group goal(s) were achieved. Bonuses will be paid no later than sixty (60) calendar days following the end of a Qualifying Calendar Quarter during which group goals were achieved. Incentive Bonuses will be itemized and paid by check to each eligible group member, after deducting applicable federal and state taxes.~~

~~Incentive Bonuses shall not be considered as part of an employee’s compensation for the purpose of computing retirement benefits.~~

~~Incentive Bonuses will be paid to eligible “service-critical” employees based on the achievement of Occupational Group and/or Mode/Division Goals as follows:~~

**OVERALL GROUP GOALS**

<b>Number of Goals Achieved</b>	<b>Quarterly Bonus</b>
Four (4) Group Goals achieved	\$150.00
Three (3) Group Goals achieved	90.00
Two (2) Group Goals achieved	60.00
One (1) Group Goals achieved	30.00

**MODE/DIVISION GOALS**

<b>Number of Goals Achieved</b>	<b>Quarterly Bonus</b>
Four (4) Mode/Division Goals achieved	\$225.00
Three (3) Mode/Division Goals achieved	150.00
Two (2) Mode/Division Goals achieved	90.00
One (1) Mode/Division Goals achieved	60.00

**EXHIBIT A**

The following “service-critical” Job Classifications are covered under Maintenance Group Goals #1, #2, #3 and #4

**ELIGIBLE EMPLOYEE CRITERIA**

~~To be eligible to receive payment of an Incentive Bonus, an employee must have actually worked a minimum of 400 hours in each Qualifying Fiscal Quarter, and not have sustained discipline of a suspension or higher. Authorized absences including vacation, legal holidays, and floating holidays shall be considered as “time worked” when computing actual hours worked.~~

**GOAL MONITORING AND MEASUREMENT**

~~Performance Goals will be monitored, measured, and reported in the San Francisco Municipal Railway “Services Standards” Quarterly Report.~~

**SENIOR MANAGEMENT AND SENIOR ADMINISTRATIVE CLASSIFICATIONS**

~~When more than one goal is achieved, the amount of Incentive Bonuses for “service-critical” senior level management and senior administrative classifications with multi-divisional or multi-mode responsibility will be determined by the General Manager in his/her sole discretion. Classifications so affected are identified for each goal.~~

**EXHIBIT A**

The following "service-critical" Job Classifications are covered under Maintenance Group Goals #1, #2, #3 and #4

**MAINTENANCE GROUP****PERFORMANCE GOALS****GOAL #1:**

To assure that vehicles run on time according to published schedules (no more than 4 minutes late or 1 minute early) measured at terminals and established intermediate points.

**OVERALL GROUP GOALS****July 1 through June 30 of each Fiscal Year**

<b>FISCAL YEARS</b>	<b>OVERALL GOAL</b>	<b>QUARTER GOALS</b>
July 1, – September 30		% TBD
October 1, – December 31		% TBD
January 1, – March 31		% TBD
April 1, – June 30		% TBD

**MODE/DIVISION GOALS****July 1 through June 30 of each Fiscal Year**

<b>FISCAL YEARS</b>	<b>LRV</b>	<b>CABLE CAR</b>	<b>TROLLEY</b>	<b>DIESEL</b>
July 1, – September 30	% TBD	% TBD	% TBD	% TBD
October 1, – December 31	% TBD	% TBD	% TBD	% TBD
January 1, – March 31	% TBD	% TBD	% TBD	% TBD
April 1, – June 30	% TBD	% TBD	% TBD	% TBD

**GOAL #2:**

To increase vehicle miles between road calls by mode.

**MODE GOALS****July 1 through June 30 of each Fiscal Year**

<b>Mode</b>	<b>Quarter Goals</b>
<b>MOTOR COACH:</b>	
Flynn Artie	TBD
Woods	TBD
Kirkland	TBD
<b>TROLLEY COACH:</b>	
Potrero Artie	TBD
Potrero Standard	TBD
Presidio	TBD
<b>RAIL:</b>	



**EXHIBIT A**

The following "service-critical" Job Classifications are covered under Maintenance Group Goals #1, #2, #3 and #4

<u>Mode</u>	<u>Quarter Goals</u>
Breda Light Rail Vehicle	TBD
PCC	TBD
<b>CABLE CAR:</b>	TBD

**MAINTENANCE GROUP  
PERFORMANCE GOALS**

**GOAL #3:**

To reduce the total number days of unscheduled absences.\*

\*[Unscheduled Absences includes the following categories: Sick pay (with pay), Sick Leave (without pay), AWOL, Workers Comp, SDI, and Assault Pay.]

**July 1 through June 30 of each Fiscal Year**

<u>FISCAL YEARS</u>	<u>OVERALL GOAL</u>	<u>QUARTER GOALS</u>
July 1, – September 30		% TBD
October 1, – December 31		% TBD
January 1, – March 31		% TBD
April 1, – June 30		% TBD

**GOAL #4:**

To reduce the total number of lost days due to industrial injury/illness.

**July 1 through June 30 of each Fiscal Year**

<u>FISCAL YEARS</u>	<u>OVERALL GOAL</u>	<u>QUARTER GOALS</u>
July 1, – September 30		% TBD
October 1, – December 31		% TBD
January 1, – March 31		% TBD
April 1, – June 30		% TBD

**EXHIBIT A**

The following "service-critical" Job Classifications are covered under Maintenance Group Goals #1, #2, #3 and #4

**OPERATIONS GROUP  
PERFORMANCE GOALS**

**GOAL #1:**

To assure that vehicles run on time according to published schedules (no more than 4 minutes late or 1 minute early) measured at terminals and established intermediate points.

**OVERALL GROUP GOALS****July 1 through June 30 of each Fiscal Year**

<b>FISCAL YEARS</b>	<b>OVERALL GOAL</b>	<b>QUARTER GOALS</b>
July 1, – September 30		-% TBD
October 1, – December 31		% TBD
January 1, – March 31		% TBD
April 1, – June 30		% TBD

**MODE/DIVISION GOALS****July 1 through June 30 of each Fiscal Year**

<b>FISCAL YEARS</b>	<b>LRV</b>	<b>CABLE CAR</b>	<b>TROLLEY</b>	<b>DIESEL</b>
July 1, – September 30	-% TBD	-% TBD	-% TBD	-% TBD
October 1, – December 31	% TBD	% TBD	% TBD	% TBD
January 1, – March 31	% TBD	% TBD	% TBD	% TBD
April 1, – June 30	% TBD	% TBD	% TBD	% TBD

**GOAL #2:**

To assure that scheduled service hours are delivered and scheduled vehicles begin service at the scheduled time.

**MODE GOALS****July 1 through June 30 of each Fiscal Year**

<b>Mode</b>	<b>Quarter Goals</b>
<b>MOTOR COACH:</b>	
Flynn	TBD
Woods	TBD
Kirkland	TBD
<b>TROLLEY COACH:</b>	
Potrero	TBD
Presidio	TBD

**EXHIBIT A**

The following "service-critical" Job Classifications are covered under Maintenance Group Goals #1, #2, #3 and #4

<u>Mode</u>	<u>Quarter Goals</u>
<b>RAIL:</b>	
Green	TBD
Cable Car	TBD

**OPERATIONS GROUP  
PERFORMANCE GOALS**

**GOAL #3:**

To reduce the total number days of unscheduled absences.\*

\*[Unscheduled Absences includes the following categories: Sick pay (with pay), Sick Leave (without pay), AWOL, Workers Comp, SDI, and Assault Pay.]

**July 1 through June 30 of each Fiscal Year**

<b>FISCAL YEARS</b>	<b>OVERALL GOAL</b>	<b>QUARTER GOALS</b>
July 1, – September 30		-% TBD
October 1, – December 31		% TBD
January 1, – March 31		% TBD
April 1, – June 30		% TBD

**GOAL #4:**

To reduce the total number of lost days due to industrial injury/illness.

**July 1 through June 30 of each Fiscal Year**

<b>FISCAL YEARS</b>	<b>OVERALL GOAL</b>	<b>QUARTER GOALS</b>
July 1, – September 30		-% TBD
October 1, – December 31		% TBD
January 1, – March 31		% TBD
April 1, – June 30		% TBD

**EXHIBIT A**

The following "service-critical" Job Classifications are covered under Maintenance Group Goals #1, #2, #3 and #4

**~~ADMINISTRATION GROUP~~**  
**~~PERFORMANCE GOALS~~**

**GOAL #1:**

~~To assure that vehicles run on time according to published schedules (no more than 4 minutes late or 1 minute early) measured at terminals and established intermediate points.~~

**ADMINISTRATION GROUP GOALS****July 1 through June 30 of each Fiscal Year**

<b>FISCAL YEARS</b>	<b>OVERALL GOAL</b>	<b>QUARTER GOALS</b>
July 1, – September 30		-% TBD
October 1, – December 31		-% TBD
January 1, – March 31		-% TBD
April 1, – June 30		-% TBD

**MODE/DIVISION GOALS****July 1 through June 30 of each Fiscal Year****LRV, CABLE CAR, TROLLEY, DIESEL**

<b>FISCAL YEARS</b>	<b>OVERALL GOAL</b>	<b>QUARTER GOALS</b>
July 1, – September 30		-% TBD
October 1, – December 31		-% TBD
January 1, – March 31		-% TBD
April 1, – June 30		-% TBD

**GOAL #2:**

~~To reduce the total number days of unscheduled absences.\*~~

~~\*[Unscheduled Absences includes the following categories: Sick pay (with pay), Sick Leave (without pay), AWOL, Workers Comp, SDI, and Assault Pay.]~~

**July 1 through June 30 of each Fiscal Year**

<b>FISCAL YEARS</b>	<b>OVERALL GOAL</b>	<b>QUARTER GOALS</b>
July 1, – September 30		-% TBD
October 1, – December 31		-% TBD
January 1, – March 31		-% TBD
April 1, – June 30		-% TBD

**EXHIBIT A**

The following "service-critical" Job Classifications are covered under Maintenance Group Goals #1, #2, #3 and #4

<b>Class Code</b>	<b>Classification Title</b>	<b>Class Code</b>	<b>Classification Title</b>
<b>OPERATING ENGINEERS, LOCAL 3</b>		<b>STATIONARY ENGINEERS, LOCAL 39 (cont.)</b>	
7110	Mobile Equipment Assistant Sup.	7223	Cable Machinery Sup.
7328	Operating Engineer	7262	Maintenance Planner
<b>PAINTERS, LOCAL 4</b>		7286	Wire Rope Cable Maint Sup.
7242	Painter Sup.	7333	Apprentice Stationary Engineer
7346	Painter	7334	Stationary Engineer
<b>ELECTRICAL WORKERS, LOCAL 6</b>		7335	Senior Stationary Engineer
6252	Line Inspector	7472	Wire Rope Cable Maint. Mechanic
7214	Electrical Transit Equipment Sup.	7473	Wire Rope Cable Maint. Mech. Trn.
7216	Electrical Transit Shop Sup.	<b>SHEETMETAL, LOCAL 104</b>	
7235	Transit Power Line Sup.	6235	Heating and Ventilating Inspector
7238	Electrician Sup.	7376	Sheet Metal Worker
7244	Power Plant Sup.	<b>TWU, LOCAL 200</b>	
7253	Electrical Transit Mechanic Sup.	7412	Automotive Svc Worker Asst. Sup
7255	Power House Electrical Sup.	<b>LABORERS, LOCAL 261</b>	
7256	Electric Motor Repairer Sup.	7215	General Laborer Sup.
7274	Transit Power Line Sup. II	7458	Switch Repairer
7279	Power House Electrician Sup.	7514	General Laborer
7287	Sup. Electrical Maintenance Tech.	7540	Track Maintenance Worker
7318	Electrical Maintenance Technician	<b>GLAZIERS, LOCAL 718</b>	
7319	Electric Motor Repairer	7326	Glazier
7329	Electric Maint. Tech. Asst. Sup.	<b>SEIU, LOCAL 790</b>	
7338	Electrical Line Worker	1934	Storekeeper
7345	Electrician	1937	Supervising Parts Storekeeper
7364	Power House Operator	1948	Coding Supervisor, Purch Dept.
7365	Senior Power House Operator	9102	Transit Car Cleaner
7371	Electrician Transit Shop	9104	Transit Car Cleaner Asst. Sprvr
7380	Elect. Transit Mech. Asst. Sup	<b>TEAMSTERS, LOCAL 853</b>	
7390	Welder	7251	Track Maintenance Worker Sup.
7408	Assistant Power House Operator	7355	Truck Driver
7430	Assistant Electrical Maint. Tech	<b>AUTOMOTIVE MACHINISTS, LOCAL 1414</b>	
7432	Electrical Line Helper	7126	Mechanical Shop and Equip Sup.
7510	Lighting Fixture Maint Worker	7225	Transit Paint Shop Sup.
<b>IFPTE, LOCAL 21</b>		7228	Auto Transit Shop Sup.
9195	LRV Equipment Engineer	7241	Senior Maintenance Controller
9196	Senior LRV Equipment Engineer	7249	Automotive Mechanic Sup.
9197	Signal and Systems Engineer	7254	Automotive Machinist Sup.
<b>CARPENTERS, LOCAL 22</b>		7258	Maintenance Machinist Sup.
7226	Carpenter Sup.	7264	Auto Body Fender Sup.
7342	Locksmith	7305	Blacksmith
7344	Carpenter	7306	Auto Body Fender Worker
7358	Pattern Maker	7309	Car and Auto Painter
<b>STATIONARY ENGINEERS, LOCAL 39</b>		7313	Automotive Machinist
7120	Building and Grounds Maint. Sup.	7322	Auto Body Fender Worker Asst. Sup.
7205	Chief Stationary Engineer		

JULY 1, 2006 ~~2012~~ – JUNE 30, 2012 ~~2014~~ MOU BETWEEN SAN FRANCISCO MUNICIPAL  
TRANSPORTATION AGENCY  
AND MACHINISTS AND AEROSPACE WORKERS, LOCAL 1414

**EXHIBIT A**

The following “service-critical” Job Classifications are covered under Maintenance Group Goals #1, #2, #3 and #4

<b>Class Code</b>	<b>Classification Title</b>
<b>AUTOMOTIVE MACHINISTS, LOCAL 1414 (cont.)</b>	
7332	Maintenance Machinist
7340	Maintenance Controller
7381	Auto Mechanic
7382	Auto Mechanic Assistant Sup.
7387	Upholsterer
7434	Maintenance Machinist Helper
<b>TWU, LOCAL 250-A</b>	
7410	Automotive Service Worker
<b>MUNICIPAL EXECUTIVES ASSOCIATION</b>	
0922	Manager I*
0923	Manager II*
0931	Manager III*
0932	Manager IV*
0933	Manager V*
0941	Manager VI*
7212	Automotive Transit Equip Supv.
7283	Track Maint Superintendent
9142	Transit Manager III*
9143	Senior Operations Manager*
9184	Deputy General Manager*
9185	Chief Operating Officer*
9189	Director of Planning*
* Amount of incentive, if any, determined by the General Manager	
<b>**Maintenance Goal #4 – ONLY Workers Compensation Section</b>	
1244	Senior Personnel Analyst**
1824	Principal Administrative Analyst**

**EXHIBIT B**

The following “service-critical” Job Classifications are covered under Operations Group Goals #1, #2, #3 and #4

<b>Class Code</b>	<b>Classification Title</b>
<b>IFPTE, LOCAL 24</b>	
5177	Safety Officer
5288	Transit Planner II
5289	Transit Planner III
5290	Transit Planner IV
6130	Safety Analyst
<b>TWU, LOCAL 200</b>	
9139	Transit Sup.
9140	Transit Manager I
9141	Transit Manager II
9150	Train Control Operator
9160	Transit Operations Specialist
9173	System Safety Inspector
<b>SEIU, LOCAL 790</b>	
7454	Traffic Signal Operator
9110	Fare Collections Receiver
9116	Sr Fare Collections Receiver
9117	Princ Fare Collections Recvr
9118	Transit Revenue Supervisor
9122	Transit Information Clerk
9124	Sr Transit Information Clerk
9126	Transit Traffic Checker
9128	Senior Transit Traffic Checker
9134	Station Agent
<b>TWU, LOCAL 250-A</b>	
9132	Transit Fare Inspector
<b>MUNICIPAL EXECUTIVES ASSOCIATION</b>	
0922	Manager I*
0923	Manager II*
0934	Manager III*
0932	Manager IV*
0933	Manager V*
0944	Manager VI*
9142	Transit Manager III*
9143	Senior Operations Manager*
9146	Mngr, Accessible Services*
9184	Deputy General Manager*
9185	Chief Operating Officer*
9189	Director of Planning*
* Amount of Incentive, if any, determined by the General Manager.	
<b>Operations Goal #4 - ONLY Workers Comp Only</b>	
<b>IFPTE, LOCAL 24</b>	
1244	Senior Personnel Analyst
1824	Principal Admin Analyst

**EXHIBIT C**

The following “service-critical” Job Classifications are covered under Administration Group Goals #1 and #2

<b>Class Code</b>	<b>Classification Title</b>
<b>IFPTE, LOCAL 21</b>	
4002	IS Operator, Journey
4004	IS Operator, Analyst
4011	IS Technician, Assistant
4013	IS Technician, Senior
4021	IS Administrator I
4022	IS Administrator II
4023	IS Administrator III
4024	IS Administrator, Supervisor
4042	IS Engineer, Journey
4043	IS Engineer, Senior
4044	IS Engineer, Principal
4051	IS Business Analyst, Assistant
4052	IS Business Analyst
4053	IS Business Analyst, Senior
4054	IS Business Analyst, Principal
4061	IS Program Analyst, Assistant
4062	IS Programmer Analyst
4064	IS Programmer Analyst, Senior
4070	IS Project Director
4203	Personnel Technician
4231	Assistant Manager, EEO
4233	EEO Program Specialist
4241	Personnel Analyst
4244	Senior, Personnel Analyst
4246	Principal Personnel Analyst
4312	Public Information Officer
4314	Public Relations Officer
4365	Special Assistant VI
4367	Special Assistant VIII
4368	Special Assistant IX
4369	Specialist Assistant X
4370	Special Assistant XI
4452	Executive Secretary II
4454	Executive Secretary III
4650	Accountant
4652	Senior Accountant
4654	Principal Accountant
4655	Systems Accountant
4657	Senior Systems Accountant
4658	Chief Accountant
4804	Statistician
4806	Senior Statistician
4823	Senior Administrative Analyst
4824	Principal Administrative Analyst
4827	Administrative Services Manager
4944	Materials Coordinator
4950	Assistant Purchaser
2591	Health Program Coordinator I
2822	Health Educator
2992	Contract Compliance Officer I
5174	Administrative Engineer
5201	Junior Engineer
5203	Assistant Engineer

<b>Class Code</b>	<b>Classification Title</b>
5204	Assistant Civil Engineer
<b>IFPTE, LOCAL 21 (cont.)</b>	
5205	Associate Materials Engineer
5206	Associate Civil Engineer
5207	Associate Engineer
5208	Civil Engineer
5210	Senior Civil Engineer
5211	Senior Engineer
5212	Principal Civil Engineer
5236	Assistant Electrical Engineer
5238	Associate Electrical Engineer
5240	Senior Electrical Engineer
5241	Engineer
5242	Principal Electrical Engineer
5252	Assistant Mechanical Engineer
5254	Associate Mechanical Engineer
5256	Mechanical Engineer
5258	Principal Mechanical Engineer
5354	Electrical Engineer Associate I
5360	Civil Engineering Assistant I
5362	Civil Engineering Assistant II
5364	Civil Engineering Associate I
5366	Civil Engineering Associate II
5380	Student Engineer Trainee
6137	Assistant Industrial Hygienist
6138	Industrial Hygienist
6318	Construction Inspector
<b>TWU, LOCAL 200</b>	
1773	Media Training Specialist
8124	Investigator
<b>MUNICIPAL EXECUTIVES ASSOCIATION</b>	
0922	Manager I*
0923	Manager II*
0931	Manager III*
0932	Manager IV*
0933	Manager V*
0941	Manager VI*
1071	IS Manager
1237	Training Coordinator
1248	Asst. Depty. Dir. Human Resources
1270	Departmental Personnel Officer
1272	Sr. Departmental Personnel Officer
1276	Departmental Personnel Director
1372	Special Assistant XIII
1374	Special Assistant XV
1375	Special Assistant XVI
1376	Special Assistant XVII
1377	Special Assistant XVIII
1658	Chief Accountant
1675	Supervising Fiscal Officer
5186	Financial Manager
5212	Principal Engineer
6141	Mngr, Office of Health and Safety
7130	General Superintendent



**EXHIBIT C**

The following “service-critical” Job Classifications are covered under Administration Group Goals #1 and #2

<b>Class Code</b>	<b>Classification Title</b>
8221	Chief, Protective Services
9146	Manager, Accessible Services
<b>MUNICIPAL EXECUTIVES ASSOCIATION (cont.)</b>	
9184	Deputy General Manager*
9185	Chief Operating Officer*
9189	Director of Planning*
<b>* Amount of Incentive, if any, determined by the General Manager.</b>	
<b>UNREPRESENTED</b>	
1942	Assistant Materials Coordinator
2978	Contract Compliance Officer II
5502	Project Manager I
5504	Project Manager II
5506	Project Manager III
5508	Project Manager IV

**MTA**  
**ATTENDANCE INCENTIVE PROGRAM**

~~(Non-Transit Operator personnel)~~

~~The following Attendance Incentive Program is established for non-Transit Operator, “service-critical” employees at the San Francisco Municipal Transportation Agency (SFMTA).~~

~~This SFMTA Attendance Incentive Program is available to “service-critical” personnel in Groups A and B as indicated on Exhibits A and B, and is offered separate and apart from any Wellness or Sick Leave “cash out” program the City may offer. The benefits of this program are not vested, and are only available to employees while in active employment status at the SFMTA. SFMTA employees who take employment in other City departments lose the benefits of this program upon the effective date of such non-SFMTA employment.~~

**ANNUAL SICK LEAVE “CASH OUT”/TIME OFF OPTIONS**

If at the end of a “Qualifying Calendar Period” a full-time “service-critical” employee has not used more than a total of forty (40) hours (part-time “service-critical” employees twenty (20) hours) of sick leave, with or without pay, and or Disability Leave, and in addition has not been absent from work due to either Absence Without Leave (AWOL), leave without pay, or disciplinary suspension, may convert sick leave hours to “cash” or “time off” based on their accrued sick leave balance as shown below.

<b>FULL-TIME QUALIFYING BALANCE</b>	<b>GROUP A “CASH OUT”</b>	<b>GROUP B TIME OFF</b>
240 hours or more sick leave balance	40 hours	3 days
<b>PART-TIME QUALIFYING BALANCE</b>	<b>GROUP A “CASH OUT”</b>	<b>GROUP B TIME OFF</b>
120 hours or more sick leave balance	20 hours	2 days

Attendance Incentive Bonuses shall be paid to each qualifying employee no later than one (1) calendar month following the end of the Qualifying Calendar Period.

Employees in the groups eligible for the “time off” option shall be allowed to take their days off within ten (10) calendar months following the end of the Qualifying Calendar Period. The days off may be taken in single day increments or all at one time, subject to department/section scheduling.

NOTE: All sick leave hours “cashed out” or “taken off” shall be deducted from an employee’s total sick leave balance, however sick leave hours “cashed out” or “taken off” shall not count towards the forty (40) hours of sick leave used during the “Qualifying Calendar Period” above.

### **QUALIFYING CALENDAR PERIOD**

For purposes of this Attendance Incentive Program a “Qualifying Calendar Period” is defined as follows:

July 1 through June 30 of each Fiscal Year

Sick leave hours “cashed out” shall be paid based on the employee’s “base hourly rate,” exclusive of any other premiums. The aforementioned incentive “cash out” premium shall not be considered as part of an employee’s compensation for the purpose of computing retirement benefits.

**GROUP A**

The following “service-critical” Job Classifications are covered under the “Cash Out” option of the Attendance Incentive Program.

<b>Class Code</b>	<b>Classification Title</b>
<b>OPERATING ENGINEERS, LOCAL 3</b>	
7110	Mobile Equipment Asst Sup.
7328	Operating Engineer
<b>PAINTERS, LOCAL 4</b>	
7242	Painter Sup.
7346	Painter
<b>ELECTRICAL WORKERS, LOCAL 6</b>	
6252	Line Inspector
7214	Electrical Transit Equipment Sup.
7216	Electrical Transit Shop Sup.
7235	Transit Power Line Sup.
7238	Electrician Sup.
7244	Power Plant Sup.
7253	Electrical Transit Mechanic Sup.
7255	Power House Electrical Sup.
7256	Electric Motor Repairer Sup.
7274	Transit Power Line Sup. II
7279	Power House Electrician Sup.
7287	Sup. Electrical Maintenance Tech.
7318	Electrical Maintenance Technician
7319	Electric Motor Repairer
7329	Electric Maint. Tech. Asst. Sup.
7338	Electrical Line Worker
7345	Electrician
7364	Power House Operator
7365	Senior Power House Operator
7371	Electrician Transit Shop
7380	Elect. Transit Mech. Asst. Sup
7390	Welder
7408	Asst Power House Operator
7430	Asst Electrical Maint. Technician
7432	Electrical Line Helper
7458	Switch Repairer
7510	Lighting Fixture Maint. Worker
<b>CARPENTERS, LOCAL 22</b>	
7226	Carpenter Sup.
7342	Locksmith
7344	Carpenter
7358	Pattern Maker

<b>Class Code</b>	<b>Classification Title</b>
<b>STATIONARY ENGINEERS, LOCAL 39</b>	
7120	Building and Grounds Maint. Sup.
7205	Chief Stationary Engineer
7223	Cable Machinery Sup.
7262	Maintenance Planner
7286	Wire Rope Cable Maint. Sup.
7333	Apprentice Stationary Engineer
7334	Stationary Engineer
7335	Senior Stationary Engineer
7472	Wire Rope Cable Maint. Mechanic
7473	Wire Rope Cable Maint. Mech. Trn.
<b>SHEETMETAL, LOCAL 104</b>	
6235	Heating and Ventilating Inspector
7376	Sheet Metal Worker
<b>TWU, LOCAL 200</b>	
7412	Automotive Svc Worker Asst. Sup
9139	Transit Sup.
9140	Transit Manager I
9141	Transit Manager II
9150	Train Control Operator
9160	Transit Operations Specialist
<b>LABORERS, LOCAL 261</b>	
7215	General Laborer Sup.
7514	General Laborer
7540	Track Maintenance Worker
<b>GLAZIERS, LOCAL 718</b>	
7326	Glazier
<b>SEIU, LOCAL 790</b>	
1934	Storekeeper
1937	Supervising Parts Storekeeper
1948	Coding Supervisor, Purch Dept.
7454	Traffic Signal Operator
9102	Transit Car Cleaner
9104	Transit Car Cleaner Asst. Sprvsr
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

**GROUP A**

The following “service-critical” Job Classifications are covered under the “Cash Out” option of the Attendance Incentive Program.

<b>Class Code</b>	<b>Classification Title</b>
9126	Transit Traffic Checker
<b>SEIU, LOCAL 790</b>	
9128	Senior Transit Traffic Checker
9131	Station Agent
<b>TEAMSTERS, LOCAL 853</b>	
7251	Track Maintenance Worker Sup.
7355	Truck Driver
<b>AUTOMOTIVE MACHINISTS, LOCAL 1414</b>	
7126	Mechanical Shop and Equip Sup.
7225	Transit Paint Shop Sup.
7228	Auto Transit Shop Sup.
7241	Senior Maintenance Controller
7249	Automotive Mechanic Sup.
7254	Automotive Machinist Sup.
7258	Maintenance Machinist Sup.
7264	Auto Body Fender Sup.
7305	Blacksmith
7306	Auto Body Fender Worker
7309	Car and Auto Painter
7313	Automotive Machinist
7322	Auto Body Fender Wrkr Asst. Sup.
7332	Maintenance Machinist
7340	Maintenance Controller
7381	Auto Mechanic
7382	Auto Mechanic Asst Sup.
7387	Upholsterer
7434	Maintenance Machinist Helper
<b>TWU, LOCAL 250-A</b>	
7410	Automotive Service Worker
9132	Transit Fare Inspector

**GROUP B**

The following “service-critical” Job Classifications are covered under the “Time Off” option of the Attendance Incentive Program.

<b>Class Code</b>	<b>Classification Title</b>
<b>IFPTE, LOCAL 21</b>	
1002	IS Operator, Journey
1004	IS Operator, Analyst
1011	IS Technician, Asst
1013	IS Technician, Senior
1021	IS Administrator I
1022	IS Administrator II
1023	IS Administrator III
1024	IS Administrator, Supervisor
1042	IS Engineer, Journey
1043	IS Engineer, Senior
1044	IS Engineer, Principal
1051	IS Business Analyst, Asst
1052	IS Business Analyst
1053	IS Business Analyst, Senior
1054	IS Business Analyst, Principal
1061	IS Program Analyst, Asst
1062	IS Programmer Analyst
1064	IS Programmer Analyst, Senior
1070	IS Project Director
1203	Personnel Technician
1231	Asst Manager, EEO
1233	EEO Program Specialist
1241	Personnel Analyst
1244	Senior, Personnel Analyst
1246	Principal Personnel Analyst
1312	Public Information Officer
1314	Public Relations Officer
1365	Special Asst VI
1367	Special Asst VIII
1368	Special Asst IX
1369	Specialist Asst X
1370	Special Asst XI
1452	Executive Secretary II
1454	Executive Secretary III
1650	Accountant
1652	Senior Accountant
1654	Principal Accountant
1655	Systems Accountant

<b>Class Code</b>	<b>Classification Title</b>
1657	Senior Systems Accountant
<b>IFPTE, LOCAL 21</b>	
1658	Chief Accountant
1804	Statistician
1806	Senior Statistician
1823	Senior Administrative Analyst
1824	Principal Administrative Analyst
1827	Administrative Services Manager
1944	Materials Coordinator
1950	Asst Purchaser
2591	Health Program Coordinator I
2822	Health Educator
2992	Contract Compliance Officer I
5174	Administrative Engineer
5201	Junior Engineer
5203	Asst Engineer
5204	Asst Civil Engineer
5205	Associate Materials Engineer
5206	Associate Civil Engineer
5207	Associate Engineer
5208	Civil Engineer
5210	Senior Civil Engineer
5211	Senior Engineer
5212	Principal Civil Engineer
5236	Asst Electrical Engineer
5238	Associate Electrical Engineer
5240	Senior Electrical Engineer
5241	Engineer
5242	Principal Electrical Engineer
5252	Asst Mechanical Engineer
5254	Associate Mechanical Engineer
5256	Mechanical Engineer
5258	Principal Mechanical Engineer
5288	Transit Planner II
5289	Transit Planner III
5290	Transit Planner IV
5354	Electrical Engineer Associate I
5360	Civil Engineering Asst I
5362	Civil Engineering Asst II

**GROUP B**

The following “service-critical” Job Classifications are covered under the “Time Off” option of the Attendance Incentive Program.

<b>Class Code</b>	<b>Classification Title</b>
5364	Civil Engineering Associate I
5366	Civil Engineering Associate II
<b>IFPTE, LOCAL 21</b>	
5380	Student Engineer Trainee
6130	Safety Analyst
6137	Asst Industrial Hygienist
6138	Industrial Hygienist
6318	Construction Inspector
9195	LRV Equipment Engineer
9196	Senior LRV Equipment Engineer
9197	Signal and Systems Engineer
<b>TWU, LOCAL 200</b>	
1773	Media Training Specialist
8121	Investigator
9173	System Safety Inspector
<b>MUNICIPAL EXECUTIVES ASSOCIATION</b>	
0922	Manager I
0923	Manager II
0931	Manager III
0932	Manager IV
0933	Manager V
0941	Manager VI
1071	IS Manager
1237	Training Coordinator
1248	Asst. Dpty Dir., Human Resource
1270	Departmental Personnel Officer
1272	Sr. Depart. Personnel Officer
1276	Departmental Personnel Director
1372	Special Asst XIII
1374	Special Asst XV
1375	Special Asst XVI
1376	Special Asst XVII
1377	Special Asst XVIII
1658	Chief Accountant
1675	Supervising Fiscal Officer
5186	Financial Manager
5212	Principal Engineer
6141	Mgr., Office of Health and Safety
7130	General Superintendent

<b>Class Code</b>	<b>Classification Title</b>
7212	Automotive Transit Equip Supv.
7283	Track Maint Superintendent
8221	Chief, Protective Services
<b>MUNICIPAL EXECUTIVES ASSOCIATION</b>	
9142	Transit Manager III
9143	Senior Operations Manager
9146	Manager, Accessible Services
9184	Deputy General Manager
9185	Chief Operating Officer
9186	General Manager
9189	Director of Planning
<b>UNREPRESENTED</b>	
1942	Asst Materials Coordinator
2978	Contract Compliance Officer II
5502	Project Manager I
5504	Project Manager II
5506	Project Manager III
5508	Project Manager IV

## APPENDIX C

### EMPLOYEE ASSISTANCE PROGRAM AND PEER COUNSELING PROGRAM

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

#### A. OVERVIEW OF EAP PROGRAM

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

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

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

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

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

Motivating employees to help;

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

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

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

Providing crisis intervention services;

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

Acting as an education and training resource.

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



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

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

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

### (2) Substance Abuse Program:

The SFMTA General Manager or designee will manage all aspects of the FTA-mandated Substance Abuse Program. 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 SFMTA and the Unions have concluded that it is in the best interests of all concerned to establish a uniform EAP Program for all employees. On this basis, the parties agree that the SFMTA shall engage an outside contractor to provide these services.

(4) The Peer Assistance System:(a) Structure:

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

(b) Peer Assistance Oversight Committee:

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

(c) MTA Liaison:

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

(d) Qualifications:

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

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

**H. SPECIAL PROVISIONS**

Any proposed discipline resulting from the FTA Drug and alcohol testing program shall be in accordance with the MOU's, as amended June 12, 1995. The SFMTA recognizes the

rights of employees and/or the Unions, who may consider themselves aggrieved by any discipline proposed, to raise such grievance through the authorized grievance procedure. The SFMTA General Manager will act in a fair and equitable manner, and shall prescribe that no personnel hired, contracted, selected or directly involved in the drug and alcohol testing program shall propose or render discipline.

## LETTER OF AGREEMENT

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

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

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

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

##### **7382 - Asst**

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

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

##### **7322 - Asst**

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

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

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

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

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

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

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

JULY 1, ~~2006~~ **2012** – JUNE 30, ~~2012~~ **2014** MOU BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

AND MACHINISTS AND AEROSPACE WORKERS, LOCAL 1414

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

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

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

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

“Senior” refers to Departmental Seniority in the Class.

“Shift” is spelled out in the 1414 MOU.

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

Compensation is pursuant to CBA.

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

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

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



## **SIDE LETTER**

### **REDUCTION IN PAY**

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

## **SIDE LETTER**

### **RETIREE MEDICAL BENEFITS**

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