

THIS PRINT COVERS CALENDAR ITEM NO.: 18.2

**SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
City and County of San Francisco**

DIVISION: Administration

BRIEF DESCRIPTION:

Approving amendments to the Collective Bargaining Agreement (CBA) between the San Francisco Municipal Transportation Agency (SFMTA) and employees in Service Critical Classifications represented by Service Employees International Union (SEIU) Local 1021, to reduce SFMTA obligations and to extend the term of the MOU to June 30, 2011.

SUMMARY:

- Charter section 8A.104 authorizes the SFMTA to bargain labor agreements with employee organizations representing employees in service critical classifications.
- The CBA between SFMTA and SEIU Local 1021 expires on June 30, 2009.
- The SFMTA negotiated an amendment to the existing CBA with SEIU Local 1021 to extend the expiration date by 2 years to June 30, 2011.
- The amendment to the existing CBA was ratified by the membership of SEIU Local 1021 on June 3, 2009.
- The tentative agreement includes the following concessions and amendments which will result in a savings of \$835,322:
 - 10 unpaid legal holidays from June 30, 2009 – September 6, 2010; Thanksgiving and the day after and Christmas day will be paid holidays,
 - City/SFMTA has the option to re-open the contract for fiscal year 2010/2011,
 - No layoffs from the date of ratification until November 15, 2009.

ENCLOSURES:

1. SFMTAB Resolution
2. Amended CBA (SEIU, Local 1021)
3. Labor Cost Analysis

APPROVALS:

DATE

DEPUTY OF DIVISION
PREPARING ITEM

FINANCE

DIRECTOR

SECRETARY

ADOPTED RESOLUTION
TO BE RETURNED TO

Rumi Ueno

ASSIGNED MTAB

CALENDAR DATE:

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PURPOSE

To extend the expiration of the CBA between SFMTA and the SEIU Local 1021 from June 30, 2009 to June 30, 2011.

GOAL

The proposed agreement meets the following strategic goals:

Goal 4 – Financial Capacity – To ensure financial stability and effective resource utilization.

Goal 5 – SFMTA Workforce – To provide a flexible , supportive work environment and develop a workforce that takes pride and ownership of the agency’s mission and vision and leads the agency with an evolving technology-driven future.

DESCRIPTION

Charter Section 8A.104 gives the SFMTA the authority to negotiate labor agreements covering wages, hours, working conditions, and benefits with labor organizations representing employees at SFMTA in service critical classifications.

The SFMTA negotiated a CBA with SEIU Local 1021 in July 2006, which expires on June 30, 2009.

SFMTA representatives and representatives of SEIU Local 1021 negotiated an amendment to the existing CBA. The agreement was ratified by the membership of SEIU Local 1021 on June 3, 2009.

This agreement amends the existing CBA as follows:

- The term of the agreement is extended by two years to June 30, 2011.
- 10 unpaid legal holidays from June 30, 2009 – September 6, 2010;
- The City/SFMTA has the option to re-open the contract for fiscal year 2010/2011 if the Controller certifies that the projected FY 2010-2011 deficit for the City/SFMTA is over \$100 million, the City may, at its option, re-open the collective bargaining agreement on economics.
- If the City/SFMTA elects to re-open, the Union may, at its option, re-open on two items. There are no other changes with the exception of updating dates and language where appropriate.

The amended CBA will be in effect through June 30, 2011. If the amendment is not approved, the cost savings that this agreement provides will not be realized.

There are two SEIU CBAs that govern SFMTA employees. The first CBA governs 293 employees in service critical classifications and falls under the jurisdiction of the SFMTA. The second CBA governs 763 employees in citywide classifications and falls under the jurisdiction of

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the Department of Human Resources and the Board of Supervisors. SEIU members approved the same concessions in both CBAs.

The City Attorney has reviewed this calendar item.

ALTERNATIVES CONSIDERED

No alternatives.

FUNDING IMPACT

Labor Cost Analysis is attached. If the amendment is not approved the cost savings will not be realized and SFMTA representatives will need to resume labor negotiations with representatives from SEIU Local 1021 in 2010.

RECOMMENDATION

Staff recommends that the SFMTA Board approve the amendment of the CBA between SFMTA and SEIU Local 1021 to implement certain concessions and extend the agreement to June 30, 2011.

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SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, Under Section 8A.104 of the Charter, the Municipal Transportation Agency Board of Directors succeeded to the powers of the Board of Supervisors with respect to collective bargaining for SFMTA employees in service critical classifications; and

WHEREAS, The current Collective Bargaining Agreement (CBA) between the San Francisco Municipal Transportation Agency (SFMTA) and Service Employees International Union (SEIU) Local 1021 expires on June 30, 2009; and

WHEREAS, In February 2008 the SFMTA and SEIU Local 1021 negotiated an amendment to the CBA to extend the term to June 2010 as part of the implementation of Proposition B, which was approved by the voters at the June 2008 election; and

WHEREAS, This amendment was ratified by the members of SEIU, Local 1021; and

WHEREAS, On May 22, 2009, the members of SEIU, Local 1021 approved an additional amendment to provide cost savings to the SFMTA and further extend the MOU to June 30, 2011; and

WHEREAS, The proposed amendments of the CBA, which shall be effective July 1, 2009 through June 30, 2011, and all other required information were publicly disclosed in accordance with Charter Section 8A.104(p) on June 2, 2009 and are on file with the Secretary of the SFMTA Board of Directors; now, therefore, be it

RESOLVED, That the SFMTA Board of Directors hereby approves the amendment to the Collective Bargaining Agreement between the SFMTA and Service Employees International Union, Local 1021, to implement negotiated concessions and extend its term to June 30, 2010.

I hereby certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board at its meeting of _____.

Secretary, Municipal Transportation Agency Board

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AMENDMENT No. 3
TO THE 2006-2010 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
AND
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1021

FOR SERVICE CRITICAL CLASSIFICATIONS

May 22, 2009 -- 12:00 AM TENTATIVE AGREEMENT

The parties hereby amend and extend the Memorandum of Understanding as follows:

II.D. LAYOFF

Employee Protection

123a. Between the date of ratification of this agreement through November 15, 2009, the SFMTA shall not effectuate any additional new layoffs of any represented employees. This shall not include any displacement actions that result from layoffs effectuated in non-SEIU bargaining units.

123b. The City shall reduce the total number of SEIU-represented Prop. F (Retiree) employees in General Fund Departments by 50% by September 1, 2009. Nothing in this paragraph is intended to grant an arbitrator jurisdiction to make an award in conflict with Federal, State or local laws, including the Charter and Civil Service Commission Rules.

III.D. ADDITIONAL COMPENSATION & PREMIUM PAY

Retirement Restoration Payment

242a. For employees who retire prior to the end of this Agreement and for whom their final compensation for retirement purposes is impacted by the unpaid furlough days and the unpaid legal holidays described in Sections III.B.3.Paragraph 183. and III.F., respectively, the City will provide restoration pay equaling the pensionable value of the unpaid furlough days and unpaid legal holidays described in Sections III.B.3.Paragraph 183. and III.F., respectively, for the period used by the applicable retirement system to determine the employee's final compensation for retirement purposes.

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III.F. HOLIDAYS

Designation of Holidays

256. Except when normal operations require, or in an emergency, employees shall not be required to work on the following days hereby declared to be holidays for such employees:
257. January 1; the day designated for observation of Martin Luther King, Jr.'s Birthday; the third Monday in February (~~Presidents'~~Washington's Birthday); the last Monday in May; July 4; first Monday in September (Labor Day); the second Monday in October (Columbus Day); Veterans Day November 11; Thanksgiving Day; the Day After Thanksgiving; December 25; and any day declared to be a holiday by proclamation of the Mayor, the Governor of the State of California or the President of the United States. Provided, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.

Unpaid Legal Holidays

257a. From June 30, 2009 through September 6, 2010, all "new plan" employees (i.e., employees who became members of SFERS on or after November 2, 1976) and employees who are members of PERS, regardless of work schedules, shall observe the following ten (10) designated unpaid holidays:

July 4 (July 4, 2009);

first Monday in September (Labor Day) (September 7, 2009);

the second Monday in October (Columbus Day) (October 12, 2009);

Veterans Day (November 11, 2009);

New Year's Day (January 1, 2010);

the day designated for observation of Martin Luther King, Jr.'s Birthday (January 18, 2010);

the third Monday in February (Presidents' Birthday) (February 15, 2010);

the last Monday in May (May 31, 2010);

July 4 (July 4, 2010); and

First Monday in September (Labor Day) (September 6, 2010)

257b. This section will sunset after these designated ten (10) unpaid holidays have been taken in accordance with this Agreement.

Floating Holidays

258. Employees shall receive floating holidays totaling thirty-two (32) hours off per fiscal year (pro-rated for eligible part-time employees) selected by the employee,

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subject to the approval of the Appointing Officer. Employees with twenty (20) or more years of City Service shall receive eight (8) additional floating holiday hours, for a total of forty (40) hours per fiscal year. Floating Holidays may be taken in hourly increments up to and including the number of hours contained in the employee's regular shift. Floating holidays received in one fiscal year but not used may be carried forward to the next succeeding fiscal year. The number of floating holidays carried forward to a succeeding fiscal year may not exceed the total number of floating holidays received in the previous fiscal year.

258a. Effective June 30, 2009, employees shall receive a one-time additional five (5) floating holidays, which shall be administered in the same manner as the floating holidays in paragraph 258 above. Notwithstanding the paragraph above, any unused floating holidays accrued on June 30, 2009 may be carried over to be used in either fiscal year 2010-2011 and/or fiscal year 2011-2012, but at no time shall an employee accumulate a combined floating holiday day balance of more than twenty (20) days (including floating holidays awarded in a particular year) during this period. During fiscal year 2009-2010 through fiscal year 2011-2012, floating holidays must be used before vacation days or hours are taken; provided however that this limitation (i.e., use of floating holidays before vacation) will not apply in cases in which use of the floating holiday will cause a loss of vacation due to the accrual maximums. Floating Holidays are to be scheduled per mutual agreement, based on operational needs of the department. Upon the request of the Union, the Human Resources Director or designee shall work with departments to ensure that employees are not unreasonably denied the opportunity to take floating holiday hours. Employees excluded from the unpaid legal holidays in Section III.F. shall not receive these additional floating holidays.

Holiday Compensation for Time Worked

260. Employees required by their respective appointing officers to work on any of the above-specified or substitute holidays, excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation at the rate of time and one-half (1-1/2) the usual rate of pay for all regularly scheduled hours worked; provided, however, that at an employee's request and with the approval of the appointing officer, an employee may be granted compensatory time off in lieu of paid overtime at the rate of time and one-half (1 1/2).

260a. From June 30, 2009 through September 6, 2010, non-“Z” employees will continue to be eligible to earn holiday pay (HP) at the one-and-one-half time rate if they work on the holiday, but will not earn legal holiday compensation (LH) for the aforementioned unpaid legal holidays.

261. Ten (10) and twelve (12) hour employees shall receive full holiday compensation for the regularly scheduled shift worked on a holiday.

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262. No designated "Z" employee shall receive overtime pay for working on a holiday. All such overtime shall be compensated in the form of compensatory time accrued. Provided however that "Z" employees may, at the end of each fiscal year, choose to receive a cash payment in lieu of accrued compensatory time for each holiday worked during the fiscal year.

262a. From June 30, 2009 through September 6, 2010, "Z"-designated employees will continue to be eligible to earn compensatory time off (CTO) if they work on the holiday, but will not earn legal holiday compensation (LH) for the aforementioned unpaid legal holidays.

Holidays for Employees on Work Schedules Other Than Monday Thru Friday

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

263a. (1) Notwithstanding the provisions of paragraph 263 above, commencing June 30, 2009, employees assigned to seven (7) day-operation departments or employees working a workweek other than Monday through Friday shall accrue an unpaid in-lieu holiday, which the employee must take within two pay periods after the holiday, if one of the unpaid legal holidays referenced in paragraph 257 above falls on one of their regularly scheduled days off. By written mutual agreement between the Union and DHR or MTA Human Resources, employees may agree to schedule the unpaid legal holiday within not more than four pay periods after the holiday.

263b. (2) It is the intent of the parties that all employees assigned to seven-day operation departments or working a work week other than Monday through Friday be treated equally with employees working a normal Monday through Friday work week, with respect to the number of unpaid hours required to be taken under the provision on unpaid legal holidays.

263c. (3) This section will sunset after these designated ten (10) unpaid holidays have been taken in accordance with this Agreement.

264. Employees regularly scheduled to work on a holiday which falls on a Saturday or Sunday shall observe the holiday on the day it occurs, or if required to work shall receive holiday compensation for work on that day. Holiday compensation shall

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not be paid for work on the Friday preceding a Saturday holiday nor on the Monday following a Sunday holiday.

265. If the provisions of this section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, s/he shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate supervisor with the approval of the appointing officer. In no event shall the provisions of this section result in such employee receiving more or less holidays than an employee on a Monday through Friday work schedule. Departments will use their best efforts to grant each employee qualifying for paid holidays at least one (1) of the following two (2) holidays off: Christmas Day and the following New Year's Day. Such days off must be used in the current or next fiscal year after the day off has been earned.

III.H. NON-PERMANENT EMPLOYEES

As Needed/Provisional **Save-Our-Services** Labor/Management Committee

304. Both the City/**SFMTA** and the Union recognize the need to:
- review the use of public/private partnerships;
 - review the use of personal services contracts; and
 - use "as-needed" and/or other non-permanent employees for operational purposes under certain circumstances, but desire to ensure such non-permanent appointment status is not used inappropriately.
305. The **SFMTA** agrees to participate on behalf of service critical employees at the **SFMTA** as part of the ~~As Needed/Provisional~~ **Save-Our-Services** Labor/Management Committee when such a committee is established by the City.

III.O. CHILD CARE & VOLUNTEER/PARENTAL RELEASE TIME

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

III.X. REVENUE MEASURE

388a. The City/SFMTA and SEIU are committed to working with other

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stakeholders, including labor organizations, non-profit agencies, and community and business representatives, to develop and support revenue measure(s) on the November, 2009 ballot. Upon the Union's request, the parties shall begin meeting between November 3, 2009 and November 10, 2009 to discuss the impact, if any, of the passage or failure of these revenue measure(s).

388b. The Revenue Measure provision shall not be subject to the Grievance Procedure.

VIII.D.DURATION OF AGREEMENT

580. The duration of this Agreement, as amended and modified by the parties in their negotiations in May, 2009, is to June 30, 2011. This Agreement shall be effective as of July 1, 2006, and shall remain in full force and effect through June 30, 2010 that date and from year to year thereafter unless either party serves written notice on the other at least sixty (60) days prior to June 30, 2009¹¹ or June 30th of any subsequent year of its desire to open the Agreement for the purpose of meeting and conferring on proposed changes.

580a. The original term of the July 1, 2006 through June 30, 2009, Agreement was also amended and extended in February, 2008 as part of the negotiations to implement the retirement measure known as Proposition B in the June, 2008 election, to have an expiration date of June 30, 2010.

581. The effective date of those provisions herein that have been determined by the arbitration board established pursuant to Charter Section A8.409.4 shall be the date that the board issues its decision.

581a. If the Controller certifies that the projected Fiscal Year 2010-2011 deficit for the City/SFMTA is over \$100 million, the City may, at its option, re-open the CBA on economics. If the City/SFMTA elects to re-open, the Union may, at its option, re-open on two items. In the event of impasse, Arbitrator Barry Winograd will be the neutral mediation/arbitration panel member. This re-opener is subject to the impasse resolution procedures and timelines set forth in Charter Section A8.409, et seq.

581b. 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

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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, the SFMTA is not conceding that the Union is or should be entitled to a remedy in the event another union receives an economic benefit for the time period described above. The parties also acknowledge that any economic increases so awarded that are based on market-based adjustments or reflect premiums for specific work functions are not necessarily applicable to any other group of employees or to other unions.

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

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

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FOR THE SFMTA

Debra A. Johnson
Date
Chief of Staff/Administration, Director

Rumi Ueno
Date
Employee & Labor Relations Manager

Approved As To Form:

Elizabeth Salvesson
Date
Chief Labor Attorney,
Office of the City Attorney

FOR THE UNION

Jet Chapman
Date
SEIU, Local 1021

James Bryant
Date Local 1021, Chapter President

Reginald Drake
Date
Local 1021, Chapter President

Dominic
Date
Local 1021, Chapter President

Garrett

Adell
Date
Local 1021, Chapter VP

Scott

Leah
Date
SEIU, Worksite Organizer

Berlanga

SEIU Local (Service Critical Classes) 2010/2011 Cost Analysis

Char	FY2008-09 FTE	FY2008-09 Orig Amt	FY2009-10 FTE as of May 18, 2009	FY2009-10 Amount as of May 18, 2009	FY2009-10 Cost of Eight (8) Unpaid LH	FY2010-11 FTE	FY2010-11 Budget	FY2010-11 Cost of Two (2) Unpaid LH
001 Total	293.25	\$16,966,107	292.77	\$17,308,878	530,540	292.77	\$17,308,878	132,635
013 Total		\$6,665,140		\$7,633,253	\$135,076		\$7,633,253	\$37,072
Grand Total	293.25	\$23,631,247	292.77	\$24,942,131	\$665,616	292.77	\$24,942,131	\$169,707

Note

- (1) Fringe benefit rates for FY2010-11 are estimates provided by the Controller's Office
- (2) Assume no salary increase in FY2010-11. Salary and position budget in FY2010-11 equals to salary and position budget in FY2009-10
- (3) This analysis does not take into account any planned position freeze or defunding
- (4) Eight unpaid legal holidays in FY2009-10 are: July 4, 2009 Independence Day; September 7, 2009 Labor Day; October 12, 2009 Columbus Day; November 11, 2009 Veterans' Day; January 1, 2010 New Year's Day; January 18, 2010 Martin Luther King, Jr. Day; February 15, 2010 Presidents' Day; May 31, 2010 Memorial Day
- (5) Two unpaid legal holidays in FY2010-11 are: July 4, 2010 Independence Day; September 6, 2010 Labor Day

SEIU
SERVICE CRITICAL
CLASSES

FY2009-10 cost of eight (8) unpaid legal holidays:	\$665,616
FY2010-11 cost of two (2) unpaid legal holidays:	\$169,707
Total Savings:	\$835,322

THIS PRINT COVERS CALENDAR ITEM NO. : 18.3

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Administration

BRIEF DESCRIPTION:

Approving an amendment to the Collective Bargaining Agreement between the San Francisco Municipal Transportation Agency (SFMTA) and the Municipal Executives Association (MEA) to reflect certain concessions by the MEA and extend the termination date to June 30, 2011.

SUMMARY:

- Charter Section 8A.104 provides that the SFMTA shall bargain labor agreements with employee organizations representing employees in service critical classifications.
- The Collective Bargaining Agreement between SFMTA and MEA expires on June 30, 2009.
- The SFMTA negotiated an amendment that includes concessions to the existing CBA with MEA to save the agency approximately \$558,600 and extends the expiration date to June 30, 2011.

ENCLOSURES:

1. SFMTAB Resolution
2. CBA Amendments (MEA)
3. Labor Cost Analysis

APPROVALS:

DATE

DIRECTOR OF DIVISION
PREPARING ITEM _____

FINANCE _____

EXECUTIVE DIRECTOR/CEO _____

SECRETARY _____

ADOPTED RESOLUTION
BE RETURNED TO Rumi Ueno

ASSIGNED SFMTAB CALENDAR DATE: _____

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PURPOSE

To extend the expiration date of the CBA between SFMTA and the MEA from June 30, 2009 to June 30, 2011 and implement negotiated concessions.

GOAL

The proposed agreement meets the following strategic goals:

Goal 4 – Financial Capacity: To ensure financial stability and effective resource utilization.

Goal 5 – SFMTA Workforce: To provide a flexible, supportive work environment and develop a workforce that takes pride and ownership of the agency's mission and vision and leads the agency into an evolving, technology-driven future.

DESCRIPTION

Charter section 8A.104 gives the SFMTA authority to negotiate labor agreements covering wages, hours, working conditions, and benefits with labor organizations representing employees at SFMTA in service critical classifications.

The SFMTA negotiated a CBA with the MEA in July 2006 which expires on June 30, 2009.

SFMTA representatives and representatives of MEA negotiated an amendment to the existing CBA. The SFMTA and MEA were successful in reaching an agreement that was ratified by a vote of the MEA membership on May 6, 2009.

The agreement would amend the existing CBA as follows: The term of the agreement would be extended two years to June 30, 2011. Additionally, the following concessions were agreed to: five unpaid furlough days in Fiscal Years 2009-10 and 2010-11; five additional floating holidays in Fiscal Years 2009-10 and 2010-2011; suspension of pay ranges B and C and Pay for Performance in Fiscal Years 2009-10 and 2010-11; expiration of the Pay for Performance program on June 30, 2011 and replacement of this program with a 1% salary increase on June 30, 2011; expiration of the Wellness program on June 30, 2010; layoff protection through November 15, 2009; and retiree protection against reduction in salary for retirement calculations. There are no other substantive changes to the CBA with the exception of updating dates and language where appropriate.

The amended CBA will be in effect through June 30, 2011. If the amendment is not approved, the cost savings that this agreement provides will not be realized.

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The City Attorney has reviewed this calendar item.

ALTERNATIVES CONSIDERED

None, without concession bargaining the SFMTA would not generate cost savings.

FUNDING IMPACT

Labor Cost Analysis is attached.

The approximate cost savings to the agency is \$558,600

RECOMMENDATION

Staff recommends approval of the amendment to the CBA between SFMTA and MEA.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

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

WHEREAS, The current Collective Bargaining Agreement (CBA) between SFMTA and the Municipal Executives Association (MEA), expires on June 30, 2009; and,

WHEREAS, The SFMTA and the MEA negotiated an amendment to the CBA that was ratified by the membership of MEA on May 6, 2009, and,

WHEREAS, The proposed amendment of the CBA, which shall be effective July 1, 2009 through June 30, 2011, and all other required information were publicly disclosed in accordance with Charter Section A8.104(p) on June 2, 2009 and are on file with the Secretary of the MTA Board of Directors; now, therefore, be it

RESOLVED, That the SFMTA Board of Directors hereby approves the amendment to the Collective Bargaining Agreement between the SFMTA and the Municipal Executives Association to implement negotiated concessions and extend its term to June 30, 2011.

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

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

AMENDMENT No. 2 3
TO THE 2006-2009 MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
AND
MUNICIPAL EXECUTIVES' ASSOCIATION

It is understood and agreed that unless otherwise provided herein, all other provisions of the Agreement or appendices thereto shall be extended for the term of the Agreement as amended by this MOU.

III.A. Wages

66a. For Fiscal Years 2009-2010 and 2010-2011, "new plan" employees (i.e., employees who became members in SFERS on or after November 2, 1976) and PERS employees shall be required to contribute the value of five (5) unpaid furlough days for each of those fiscal years, the implementation of which will occur through the suspension of Pay for Performance and uniform payroll smoothing over the two fiscal years. Such uniform payroll smoothing shall cease effective close of business June 30, 2011.

66b. For Fiscal Year 2010-2011, "old plan" employee (i.e., employees who became members in SFERS before November 2, 1976) shall be required to contribute the value of five (5) unpaid furlough days for each of those fiscal years, the implementation of which will occur through the suspension of Pay for Performance over the two fiscal years. Such uniform payroll smoothing shall cease effective close of business June 30, 2011.

66c. All represented employees will forego the Pay for Performance lump sum payment previously allocated and otherwise due to be paid in October 2009 and October 2010. The funding allocated to Pay for Performance for both years shall be utilized to partially implement the requirement to contribute the value of unpaid furlough days set forth in 66a above.

66d. Effective close of business June 30, 2011, represented employees shall receive a 1.5% increase to base wages reflecting the expiration of the Pay for Performance program.

III.B MTAM Salary Plan

75a. For fiscal years 2009-2010 and 2010-2011, the Adjustment Committee shall not meet and no adjustments shall be made. Any unused funds as well as the half percent (0.5%) allocations set forth in paragraph 74 for both fiscal year 2009-2010 and 2010-2011 shall carry over to fiscal year 2011-2012. The Adjustment Committee shall resume meeting in fiscal year 2011-2012.

III.C. Pay for Performance

Fiscal Year 2006-2007

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

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

88. In fiscal year 2007-2008, by the first pay period on or after October 1, 2007, MEA represented employees shall be eligible to receive a one and one-half percent (1.5%) lump sum payment, based on base wages earned in a represented classification in fiscal year 2006-2007, subject to the eligibility requirements described in section III. C.
89. In fiscal year 2008-2009, 2009-2010 and 2010-2011 by the first pay period on or after October 1, 2008, MEA represented employees shall be eligible to receive a one and one-half percent (1.5%) lump sum payment, based on base wages earned in a represented classification in fiscal year 2007-2008, subject to the eligibility requirements described in section III. C.

89a. The Pay for Performance program shall expire upon close of business, June 30, 2011. However, there will be no Pay for Performance lump sum payments made on October 1, 2009, October 1, 2010 or thereafter subject to the provisions of 66a., 66b., 66c. and 66d. above.

90. Employees who commence employment in an MEA represented classification within the prior twelve (12) months (New MEA Employees), and who have been employed in such classifications for at least six (6) months prior to the commencement of the fiscal year during which payment is made, shall be eligible to receive one-half (1/2) of the pay for performance payment available for existing employees, subject to the eligibility requirements described in the paragraph below.
91. Eligibility for payments under section III. C. during fiscal years 2007-2008, 2008-2009, 2009-2010 and 2010-2011 shall be based upon Appointing Officer certification of the following terms:
- The employee has received a performance appraisal (evaluating performance) and a performance plan (containing objectives for future performance) during the

fiscal year immediately preceding the fiscal year during which payments will be made.

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

92. The denial of a payment under this subsection is not subject to the grievance procedure.
93. Nothing in this section shall make performance appraisals or plans subject to the grievance procedure.
94. Payments made pursuant to this section shall not change or affect an employee's placement in A, B, or C range. Placement and movement in Range A, B, or C shall continue to be governed by Section III.B.

~~and/or.~~ **III.R Holidays**

170a Commencing 2010-2011, "new plan" employees (i.e. employees who became members in SFERS on or after November 2, 1976) and PERS employees shall receive an additional five (5) floating holidays for a total of ten (10) floating holidays for each of those fiscal years. Notwithstanding the paragraph above, for Fiscal Years 2009-2010 through 2013-2014, any unused floating holidays for "new plan" employees and PERS employees may be carried over to the next succeeding year, but at no time shall an employee accumulate more than twenty (20) floating holidays (including floating holidays awarded in a particular year) during this period.

170b. For the period June 30, 2009 through iscal Years 2009-2010 and 2010-2011, the prohibition on compensation earned or granted for floating days off not taken shall be suspended. During the two years noted, unused floating holidays will be paid out upon separation.

III.U. Wellness Program

192. ~~For the term of this agreement, t~~The MTA shall implement a "wellness program." **The Wellness Program shall be discontinued effective close of business June 30, 2010.**

III.Z. Retirement Restoration

212a. For employees who retire prior to July 1, 2012 and whose final compensation for retirement purposes is impacted by contributions in fiscal year 2009-10 and/or 2010-11 of the value of unpaid furlough days as described in Section III.A Paragraph 66a. above and/or (ii) waiving the Pay for Performance lump sum payments as described in 66a., 66b., 66c., and 66d. above, the MTA will provide restoration pay in a lump sum equaling the amount of the contributions described immediately above for the period used by the applicable retirement system to determine the employee's final compensation for retirement purposes.

III.FF. Workforce Reduction

Except for layoffs already noticed, the MTA will not effectuate a layoff of employees in represented classifications in the period beginning date of ratification of this Agreement through November 15, 2009.

IV.A. Management Training

224. The MTA shall budget \$20,000 each year for the purpose of management training of MEA-represented employees. Until such funds are exhausted, an employee may utilize up to a maximum of \$2,000 per fiscal year. Upon agreement of the parties, this amount may be supplemented with unspent funds allocated for internal adjustments in accordance with Section III.C. Until such funds are exhausted, an employee may utilize up to a maximum of \$2,000 per fiscal year for tuition, internal or external training programs, professional conferences and professional association membership. Employees may also use funds to purchase Personal Digital Assistants, professional software, books and subscriptions, and laptop computers, to the extent that these items would be used in the performance of their City duties. In addition, subject to approval by the MTA Director of Human Resources and to the extent funds are available, employees may utilize up to \$1,000 of the funds available to them for that fiscal year under this article to pay for up to one-half of the cost of reasonable and necessary travel and lodging for approved training. Travel reimbursement rates shall be as specified in the Controller's travel policy memo. However, Management Training Funds may not be used for food. A joint MTA-MEA management development committee will be established to develop the program and to decide how to spend the allotted sums. The MTA shall not utilize these funds to supplant existing budgeted training programs. Funds which are not expended at the end of each fiscal year shall be rolled over into the next fiscal year.

VI.D. Re-opener

235. 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, the SFMTA is not conceding that the Union is or should be entitled to a remedy in the event another union receives an economic benefit for the time period described above. The parties also acknowledge that any economic increases so awarded that are based on market-based adjustments or reflect premiums for specific work functions are not necessarily applicable to any other group of employees or to other unions,

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

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

VI.E Duration of Agreement

FOR THE S. F. MUNICIPAL
TRANSPORTATION AGENCY

FOR THE ASSOCIATION

Nathaniel P, Ford, Sr. Date
Executive Director/CEO

Rebecca Rhine Date
Executive Director
Municipal Executives' Association

Debra A. Johnson Date
Chief of Staff/Director, Administration

Approved As To Form:

DENNIS J. HERRERA
City Attorney

Elizabeth Salveson Date
Chief Labor Attorney
City Attorney

San Francisco Municipal Transportation Agency and
Municipal Executive Association
July 1, 2006 – June 30, ~~2010~~2011

MEA 2010/2011 Cost Analysis

Char	FY09 FTE	FY09 Orig Amt	FY10 FTE as of May 18, 2009	FY10 Amount as of May 18, 2009	FY2009-10 Cost of Five (5) Unpaid Furlough Days	FY2010-11 Cost of Five (5) Unpaid Furlough Days
001 Total	124.01	12,878,295	122.00	12,954,772	248,176	248,176
013 Total	0.00	2,756,091	0.00	3,486,666	43,034	49,213
MEA, MUNICIPAL EXECUTIVES ASSOCIATION Grand Total	124.01	15,634,386	122.00	16,441,438	291,209	297,389

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Administration

BRIEF DESCRIPTION:

Approving the stipulated arbitration award to extend the term of the agreement between the San Francisco Municipal Transportation Agency (SFMTA) and the International Brotherhood of Electrical Workers (IBEW), Local 6 to June 30, 2010.

SUMMARY:

- Charter section 8A.104 provides that SFMTA shall bargain labor agreements with employee organizations representing employees in service critical classifications.
- The Collective Bargaining Agreement (CBA) between SFMTA and IBEW, Local 6 expires on June 30, 2009. The SFMTA and Local 6 representatives reached tentative agreement on a number of non-economic issues, including language updates to reflect the correct Civil Service Rule codes; vacation scheduling; floating holidays, etc.
- As to economic provisions, the parties reached impasse and went to arbitration. A stipulated arbitration award was issued on May 15, 2009 that extends the term of the CBA with no economic changes and incorporates the terms of the tentative agreements reached on non-economic issues.

ENCLOSURES:

1. SFMTAB Resolution
2. Arbitrator's Decision
3. Labor Cost Analysis

APPROVALS:

DATE

DIRECTOR OF DIVISION
PREPARING ITEM _____

FINANCE _____

EXECUTIVE DIRECTOR/CEO _____

SECRETARY _____

ADOPTED RESOLUTION

BE RETURNED TO: RUMI UENO

ASSIGNED SFMTAB CALENDAR DATE: _____

PURPOSE

To amend the CBA between SFMTA and IBEW, Local 6 to reflect a stipulated arbitration award that extends the term of the CBA from Jun 30, 2009 to June 30, 2010 and incorporates non-economic changes agreed to by the parties.

GOAL

The proposed agreement meets the following strategic goals:

Goal 4 – Financial Capacity: To ensure financial stability and effective resource utilization.

Goal 5 – SFMTA Workforce: To provide a flexible, supportive work environment and develop a workforce that takes pride and ownership of the agency’s mission and vision and leads the agency into an evolving, technology-driven future.

DESCRIPTION

Charter Section A8.104 gives the SFMTA authority to negotiate labor agreements covering wages, hours, working conditions, and benefits with labor organizations representing employees at SFMTA in service critical classifications.

SFMTA negotiated a Collective Bargaining Agreement with IBEW, Local 6 on August 25, 2006 which expires on June 30, 2009.

SFMTA representatives and representatives of IBEW, Local 6 reached a tentative agreement on a number of non-economic issues. They subsequently reached impasse pursuant to Charter Section A8.409 and 8A.104 on economic issues and proceeded to mediation-arbitration. After the parties presented evidence to the Mediation-Arbitration Board a stipulated arbitration award was issued on May 15, 2009 which extended the term of the agreement with no economic changes and incorporated the parties temporary agreement on non-economic issues.

The City Attorney has reviewed this report.

ALTERNATIVES CONSIDERED

The CBA expires on June 30, 2009 and needs to be extended.

FUNDING IMPACT

There are no cost increases or reductions arising from the arbitration award. The Labor Cost Analysis is attached.

RECOMMENDATION

Staff recommends that the SFMTA Board approve the stipulated arbitration award regarding the CBA between SFMTA and IBEW, Local 6.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, Under Section A8.104 of the Charter, the San Francisco Municipal Transportation Agency (SFMTA) Board of Directors succeeded to the powers of the Board of Supervisors with respect to collective bargaining for employees in service critical classifications; and,

WHEREAS, The current Collective Bargaining Agreement (CBA) between SFMTA and the International Brotherhood of Electrical Workers, Local 6, expires June 30, 2009; and,

WHEREAS, After impasse pursuant to the provisions of Charter Section A8.409-4, the parties entered into binding interest arbitration on April 15, 30 and May 1, 2009, based on the factors set forth in Charter Section A8.409-4(d) and A8.104(n), including the interest and welfare of transit riders, residents and other members of the public; and,

WHEREAS, Subsequent to the parties' presentation of evidence, the parties entered into a stipulated arbitration award providing for continuation of the CBA for one year with no economic changes and incorporating the non-economic changes agreed to by the parties; and,

WHEREAS, The proposed amendment of the CBA, which shall be effective July 1, 2009 through June 30, 2010, and all other required information were publicly disclosed in accordance with Charter Section A8.104(p) on June 2, 2009 and are on file with the Secretary of the SFMTA Board of Directors; now, therefore, be it

RESOLVED, That the SFMTA Board of Directors hereby approves the stipulated arbitration award amending the Collective Bargaining Agreement between the SFMTA and International Brotherhood of Electrical Workers, Local 6, and extending its term through June 30, 2010.

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

Secretary to the Board of Directors
San Francisco Municipal Transportation

Agency

STIPULATED AWARD

THIS STIPULATED AWARD is made by and between the San Francisco Municipal Transportation Agency ("SFMTA"), and the International Brotherhood of Electrical Workers, Local 6 ("Union");

WHEREAS, SFMTA and the Union entered into a Memorandum of Understanding ("MOU") for fiscal years 2006-2009;

WHEREAS, the current MOU expires on June 30, 2009;

WHEREAS, after good faith negotiations, the parties reached impasse pursuant to Charter Section A8.409;

WHEREAS, after impasse, pursuant to the provisions of Charter Section A8.409-4, the parties entered into binding interest arbitration on April 15, 30 and May 1, 2009, based on the factors set forth in Charter Section A8.409-4(d) and 8A.1 04(n), including the interests and welfare of transit riders, residents and other members of the public;

WHEREAS, subsequent to the parties' presentation of evidence, the parties met with the Mediation-Arbitration Board, during which the parties discussed the likelihood of the Mediation-Arbitration Board adopting either party's last, best, and final offer of settlement; and

WHEREAS, the parties now desire to resolve their differences;

NOW, THEREFORE, the parties, with the approval of the Mediation-Arbitration Board and in accordance with Charter Section A8.409, agree that the Mediation-Arbitration Board may enter an award extending the 2006-2009 MOU for the term of July 1, 2009 to June 30, 2010 with the sole addition of those terms to which the parties had reached tentative agreement prior to issuance of this Stipulated Award.

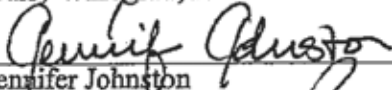
The parties further agree that all side letters in effect as of June 30, 2009 shall remain in effect from July 1, 2009 to June 30, 2010 but are not incorporated into the MOU by virtue of this agreement.

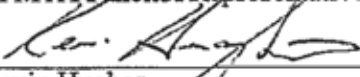
Dated: May 15, 2009

Dated: May 18, 2009

Dated: May 19, 2009


Barry Winograd, Neutral Panelist


Jennifer Johnston
SFMTA, Panelist/Representative


Kevin Hughes
Union Panelist/Representative

Approved as to Form:

Dated: _____

Elizabeth Salveson, Chief Labor Attorney

IBEW, LOCAL 6 2010 COST ANALYSIS

Job Class Title	Char	FY09 FTE	FY09 Orig Amt	FY10 FTE as of May 18, 2009	FY10 Amount as of May 18, 2009
L6 Total FTEs and Salaries	001 Total	517.02	41,502,861	537.01	43,615,782
L6 Total Fringe Benefit Cost	013 Total		11,421,872		14,192,361
L6 Total FTEs, Salaries, and Fringe Benefit	Grand Total	517.02	52,924,733	537.01	57,808,143

THIS PRINT COVERS CALENDAR ITEM NO. : 18.5

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Administration

BRIEF DESCRIPTION:

Approving the amendment of two Collective Bargaining Agreements (CBAs) between the San Francisco Municipal Transportation Agency (SFMTA) and the Transport Workers' Union (TWU) Local 250A -- one for employees in classification 7410 (Automotive Service Worker) and one for employees in classification 9132 (Transit Fare Inspector) to extend their expiration date to June 30, 2010.

SUMMARY:

- Charter Sections 8A.104 provides that the SFMTA shall bargain labor agreements with employee organizations representing employees in service critical classifications.
- In July, 2006, the SFMTA entered into Collective Bargaining Agreements with Local 250A for employees in classifications 7410 and 9132 that expire on June 30, 2009.
- The parties agreed to a one-year extension of each CBA with no other changes as a result of discussions between the City and unions regarding Charter amendments that were approved by the voters as Proposition B at the June 3, 2008 municipal election.
- Members of the affected bargaining units ratified the tentative agreements on February 22, 2008.
- The proposed amendments and all other required information were publicly disclosed in accordance with Charter Section A8.104(p) on June 2, 2009.

ENCLOSURES:

1. SFMTAB Resolution
2. CBA Amendments (TWU Local 250A [7410] and TWU Local 250A (9132)
3. Labor Cost Analyses

APPROVALS:

DIRECTOR OF DIVISION

PREPARING ITEM _____

DATE

FINANCE _____

EXECUTIVE DIRECTOR/CEO _____

SECRETARY _____

ADOPTED RESOLUTION

BE RETURNED TO Rumi Ueno

ASSIGNED SFMTAB CALENDAR DATE: _____

PAGE 2

PURPOSE

To extend the expiration date for the CBAs between SFMTA and the TWU Local 250A for employees in classifications 7410 and 9132 from June 30, 2009 to June 30, 2010.

GOAL

The proposed agreement meets the following strategic goals:

Goal 4 – Financial Capacity: To ensure financial stability and effective resource utilization.

Goal 5 – SFMTA Workforce: To provide a flexible, supportive work environment and develop a workforce that takes pride and ownership of the agency's mission and vision and leads the agency into an evolving, technology-driven future.

DESCRIPTION

Charter Section 8A.104 gives the SFMTA the authority to negotiate labor agreements covering wages, hours, working conditions, and benefits with labor organizations representing employees at SFMTA in service critical classifications.

The SFMTA negotiated Collective Bargaining Agreements with TWU Local 250A for employees in job classifications 7410 and 9132, in July 2006 which expire on June 30, 2009.

SFMTA representatives and representatives of TWU Local 250A negotiated amendments to the existing CBAs. The tentative agreements were ratified by a vote of the Union membership on February 22, 2008.

The agreement amended the existing CBAs by changing the expiration date from June 30, 2009 to June 30, 2010. There are no other substantive changes to the CBAs.

The amended CBAs will be in effect through June 30, 2010.

The City Attorney has reviewed this calendar item.

ALTERNATIVES CONSIDERED

None. The CBAs expire on June 30, 2009 and need to be extended.

FUNDING IMPACT

Labor Cost Analyses are attached.

PAGE 4

RECOMMENDATION

Staff recommends that the SFMTA Board approve the amendment of the CBAs between SFMTA and TWU Local 250A for employees in classifications 7410 and 9132 to extend their terms through June 30, 2010.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, Under Section A8.104 of the Charter, the San Francisco Municipal Transportation Agency (SFMTA) Board of Directors succeeded to the powers of the Board of Supervisors with respect to collective bargaining for employees in service critical classifications; and,

WHEREAS, The current Collective Bargaining Agreements between SFMTA and Transport Workers Union (TWU) Local 250A for employees in classifications 7410 and 9132 expire on June 30, 2009; and,

WHEREAS, The SFMTA and TWU Local 250A negotiated amendments to the CBAs that were ratified by the membership of TWU Local 250A on February 22, 2008; and,

WHEREAS, The proposed amendments make no changes except to extend the terms of the CBAs; and

WHEREAS, The proposed amendments of the CBAs, which shall be effective July 1, 2009 through June 30, 2010, and all other required information were publicly disclosed in accordance with Charter Section A8.104(p) on June 2, 2009 and are on file with the Secretary of the SFMTA Board of Directors; now, therefore, be it

RESOLVED, That the SFMTA Board of Directors hereby approves the amendments to the Collective Bargaining Agreements between the SFMTA and Transport Workers' Union, Local 250A for employees in classifications 7410 and 9132 to extend their terms to June 30, 2010.

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

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

AMENDMENT No. 1
TO THE 2006-2009 MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
AND
THE TRANSPORT WORKERS' UNION, AFL-CIO
LOCAL 250-A
AUTOMOTIVE SERVICE WORKERS (7410)

The parties hereby amend and extend the Memorandum of Understanding as follows:

V.C. DURATION OF AGREEMENT

276. This CBA shall be in effect from July 1, 2006, through and inclusive of June 30, ~~2009~~2010.

276a. 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 City and County 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, the SFMTA is not conceding that the Union is or should be entitled to a remedy in the event another union receives an economic benefit for the time period described above. The parties also acknowledge that any economic increases so awarded that are based on market-based adjustments or reflect premiums for specific work functions are not necessarily applicable to any other group of employees or to other unions.

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

TWU, Local 250-A (7410) 2010 Cost Analysis

Class	Job Class Title	Emp Org Code	Emp Org Title	Char	FY09 FTE	FY09 Orig Amt	FY10 FTE as of May 18, 2009	FY10 Amount as of May 18, 2009
7410_C.1	Automotive Service Worker	252	TWU LOCAL 250-A, TWU - AUTO SERV WORKER	001	24.00	1,461,121	24.00	1,456,868
7410_C.2	Automotive Service Worker	252	TWU LOCAL 250-A, TWU - AUTO SERV WORKER	001	0.00	0	(1.00)	(60,703)
7410_C.3	Automotive Service Worker	252	TWU LOCAL 250-A, TWU - AUTO SERV WORKER	001	23.00	1,400,241	23.00	1,396,165
7410_C.4	Automotive Service Worker	252	TWU LOCAL 250-A, TWU - AUTO SERV WORKER	001	35.00	2,130,801	35.00	2,124,599
7410_C.5	Automotive Service Worker	252	TWU LOCAL 250-A, TWU - AUTO SERV WORKER	001	0.00	0	(1.00)	(60,703)
7410_C.6	Automotive Service Worker	252	TWU LOCAL 250-A, TWU - AUTO SERV WORKER	001	0.00	0	(1.00)	(60,703)
7410_C.7	Automotive Service Worker	252	TWU LOCAL 250-A, TWU - AUTO SERV WORKER	001	0.00	0	(1.00)	(60,703)
7410_C.8	Automotive Service Worker	252	TWU LOCAL 250-A, TWU - AUTO SERV WORKER	001	1.00	60,880	1.00	60,703
7410_C.9	Automotive Service Worker	252	TWU LOCAL 250-A, TWU - AUTO SERV WORKER	001	4.00	243,520	4.00	242,811
7410_C.10	Automotive Service Worker	252	TWU LOCAL 250-A, TWU - AUTO SERV WORKER	001	0.77	46,877	1.00	60,703
001 Total	Automotive Service Worker	252	TWU LOCAL 250-A, TWU - AUTO SERV WORKER	001	87.77	5,343,440	84.00	5,099,037
7410_C.11	Automotive Service Worker	252	TWU LOCAL 250-A, TWU - AUTO SERV WORKER	013	0.00	467,519	0.00	544,597
7410_C.12	Automotive Service Worker	252	TWU LOCAL 250-A, TWU - AUTO SERV WORKER	013	0.00	0	0.00	(16,980)
7410_C.13	Automotive Service Worker	252	TWU LOCAL 250-A, TWU - AUTO SERV WORKER	013	0.00	0	0.00	(5,712)
7410_C.14	Automotive Service Worker	252	TWU LOCAL 250-A, TWU - AUTO SERV WORKER	013	0.00	448,039	0.00	521,906
7410_C.15	Automotive Service Worker	252	TWU LOCAL 250-A, TWU - AUTO SERV WORKER	013	0.00	681,798	0.00	794,204
7410_C.16	Automotive Service Worker	252	TWU LOCAL 250-A, TWU - AUTO SERV WORKER	013	0.00	0	0.00	(16,980)
7410_C.17	Automotive Service Worker	252	TWU LOCAL 250-A, TWU - AUTO SERV WORKER	013	0.00	0	0.00	(16,980)
7410_C.18	Automotive Service Worker	252	TWU LOCAL 250-A, TWU - AUTO SERV WORKER	013	0.00	0	0.00	(16,980)
7410_C.19	Automotive Service Worker	252	TWU LOCAL 250-A, TWU - AUTO SERV WORKER	013	0.00	0	0.00	(17,136)
7410_C.20	Automotive Service Worker	252	TWU LOCAL 250-A, TWU - AUTO SERV WORKER	013	0.00	19,480	0.00	22,692
7410_C.21	Automotive Service Worker	252	TWU LOCAL 250-A, TWU - AUTO SERV WORKER	013	0.00	77,920	0.00	90,764
7410_C.22	Automotive Service Worker	252	TWU LOCAL 250-A, TWU - AUTO SERV WORKER	013	0.00	15,001	0.00	22,692
013 Total	Automotive Service Worker	252	TWU LOCAL 250-A, TWU - AUTO SERV WORKER	013	0.00	1,709,757	0.00	1,906,087
TWU	LOCAL 250-A,	TWU	AUTO SERV WORKER	Grand Total	87.77	7,053,197	84.00	7,005,124

AMENDMENT No. 1
TO THE 2006-2009 MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
AND
THE TRANSPORT WORKERS' UNION, AFL-CIO
LOCAL 250-A
TRANSIT FARE INSPECTORS (9132)

The parties hereby amend and extend the Memorandum of Understanding as follows:

V.C. DURATION OF AGREEMENT

242. This CBA shall be in effect from July 1, 2006, through and inclusive of June 30, ~~2009~~2010.

242a. 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 City and County 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, the SFMTA is not conceding that the Union is or should be entitled to a remedy in the event another union receives an economic benefit for the time period described above. The parties also acknowledge that any economic increases so awarded that are based on market-based adjustments or reflect premiums for specific work functions are not necessarily applicable to any other group of employees or to other

italics = moved existing language

~~*struck out, italics*~~ = existing language prior section

bold, double underline = new language

~~struck out~~ = removed language

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.

FOR THE MUNICIPAL TRANSPORTATION
AGENCY

FOR THE UNION

Nathaniel P Ford, Sr. Date
Executive Director/CEO

Hubert Snead Date
International Vice President, Transport Workers
Union of America, AFL-CIO

Alice Kwong Date
Acting Deputy Director, Human Resources

Irwin Lum Date
Transit Workers' Union, Local 250A

Approved As To Form:
DENNIS J. HERRERA, City Attorney

Elizabeth Salveson Date
Chief Labor Attorney

Rafael Cabrera Date
Transit Workers' Union, Local 250A

<i>italics</i> = moved existing language	<u>bold, double underline</u> = new language
struck out, italics = existing language prior section	struck out = removed language

TWU Local 250-A (9132) 2010 Cost Analysis

italics = moved existing language

~~*struck out, italics*~~ = existing language prior section

bold, double underline = new language

~~struck out~~ = removed language

Class	Job Class Title	Emp Org Code	Emp Org Title	Char	FY09 FTE	FY09 Orig Amt	FY10 FTE as of May 18, 2009	FY10 Amount as of May 18, 2009
9132_C.1	Transit Fare Inspector	252	TWU LOCAL 250-A, TWU - AUTO SERV WORKER	001	83.10	5,271,032	90.00	5,695,977
9132_C.2	Transit Fare Inspector	252	TWU LOCAL 250-A, TWU - AUTO SERV WORKER	001	-	-	3.00	189,866
9132_C.3	Transit Fare Inspector	252	TWU LOCAL 250-A, TWU - AUTO SERV WORKER	001	3.00	190,290	3.00	189,866
9132_C.4	Transit Fare Inspector	252	TWU LOCAL 250-A, TWU - AUTO SERV WORKER	001	-	-	(3.00)	(189,866)
001 Total	Transit Fare Inspector	252	TWU LOCAL 250-A, TWU - AUTO SERV WORKER	001	86.10	5,461,322	93.00	5,885,843
9132_C.5	Transit Fare Inspector	252	TWU LOCAL 250-A, TWU - AUTO SERV WORKER	013	-	1,647,093	-	2,084,035
9132_C.6	Transit Fare Inspector	252	TWU LOCAL 250-A, TWU - AUTO SERV WORKER	013	-	-	-	52,332
9132_C.7	Transit Fare Inspector	252	TWU LOCAL 250-A, TWU - AUTO SERV WORKER	013	-	-	-	17,137
9132_C.8	Transit Fare Inspector	252	TWU LOCAL 250-A, TWU - AUTO SERV WORKER	013	-	59,461	-	69,469
9132_C.9	Transit Fare Inspector	252	TWU LOCAL 250-A, TWU - AUTO SERV WORKER	013	-	-	-	(52,332)
9132_C.10	Transit Fare Inspector	252	TWU LOCAL 250-A, TWU - AUTO SERV WORKER	013	-	-	-	(17,137)
013 Total	Transit Fare Inspector	252	TWU LOCAL 250-A, TWU - AUTO SERV WORKER	013	-	1,706,554	-	2,153,504
TWU	LOCAL 250-A,	TWU	AUTO SERV WORKER	Grand Total	86.10	7,167,876	93.00	8,039,347

italics = moved existing language **bold, double underline** = new language
~~*struck out, italics*~~ = existing language prior section ~~struck out~~ = removed language

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Administration

BRIEF DESCRIPTION:

Approving the Collective Bargaining Agreement (CBA) between the San Francisco Municipal Transportation Agency (SFMTA) and the Transport Workers' Union – Local 200 (TWU 200) to reduce SFMTA's obligations and to extend the expiration date to June 30, 2010.

SUMMARY:

- Charter Section 8A.104 provides that the SFMTA shall bargain labor agreements with employee organizations representing employees in service critical classifications.
- The CBA between SFMTA and TWU 200 expires on June 30, 2009.
- The SFMTA negotiated an amendment that includes concessions to the existing CBA with TWU 200 to save the agency approximately \$136, 699.
- The amendment extends the CBA with TWU 200 as amended to June 30, 2010.

ENCLOSURES:

1. SFMTAB Resolution
2. TWU 200 CBA Amendment
3. Labor Cost Analysis

APPROVALS:

DATE

DIRECTOR OF DIVISION
PREPARING ITEM _____

FINANCE _____

EXECUTIVE DIRECTOR/CEO _____

SECRETARY _____

ADOPTED RESOLUTION
BE RETURNED TO Rumi Ueno

ASSIGNED SFMTAB CALENDAR DATE: _____

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PURPOSE

To extend expiration date of the CBA between SFMTA and the TWU 200 from June 30, 2009 to June 30, 2010 and implement the negotiated concessions and language changes.

GOAL

The proposed agreement meets the following strategic goals:

Goal 4 – Financial Capacity: To ensure financial stability and effective resource utilization.

Goal 5 – SFMTA Workforce: To provide a flexible, supportive work environment and develop a workforce that takes pride and ownership of the agency’s mission and vision and leads the agency into an evolving, technology-driven future.

DESCRIPTION

Charter Section 8A.104 gives the SFMTA the authority to negotiate labor agreements covering wages, hours, working conditions, and benefits with labor organizations representing employees at SFMTA in service critical classifications.

The SFMTA negotiated a CBA with TWU 200 in July 2007 that expires on June 30, 2009.

SFMTA representatives and representatives of TWU 200 negotiated an amendment and extension to the existing CBA. The agreement was ratified by a vote of the membership of the Union on May 28, 2009.

The agreement amended the existing CBA as follows: The term of the agreement was extended one year with an expiration date of June 30, 2010. Additionally, the following concessions and new language was agreed to: Covered employees will take one unpaid furlough day in Fiscal Year 2009-10. The commendable attendance payment established in section III.C of the CBA is to be suspended for Fiscal Year 2009-10. The pilot wellness incentive program established in section III.M of the CBA will sunset close of business June 30, 2010. New language regarding trapeze certification, general sign up and polling was added. There are no other substantial changes to the MOU with the exception of updating dates and language where appropriate.

The amended CBA will be in effect through June 30, 2010.

The City Attorney has reviewed this calendar item.

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ALTERNATIVES CONSIDERED

None, without concession bargaining the Agency would not generate cost savings.

FUNDING IMPACT

Labor Cost Analysis is attached. If the amendment to extend the CBA's expiration date and the negotiated concessions and new language are not approved, cost savings provided by this agreement will not be realized.

The approximate cost savings to the agency is \$136,699.

RECOMMENDATION

Staff recommends that the SFMTA Board approve the amendment to the CBA between SFMTA and TWU 200.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

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

WHEREAS, The current Collective Bargaining Agreement (CBA) between SFMTA and the Transport Workers' Union – Local 200 (TWU 200), expires on June 30, 2009; and,

WHEREAS, The SFMTA and the TWU 200 negotiated an amendment to the CBA to reduce SFMTA obligations and to extend the expiration date to June 30, 2010; and,

WHEREAS, The amendment was ratified by the membership of TWU 200 on May 28, 2009, and,

WHEREAS, The proposed amendment of the CBA, which shall be effective July 1, 2009 through June 30, 2010, and all other required information were publicly disclosed in accordance with Charter Section A8.104(p) on May 30, 2009 and are on file with the Secretary of the MTA Board of Directors; now, therefore, be it

RESOLVED, That the SFMTA Board of Directors hereby approves the amendment to the Collective Bargaining Agreement between the SFMTA and Transport Workers' Union, Local 200, to implement negotiated concessions and extend its term to June 30, 2010.

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

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

**AMENDMENT No. 1
TO THE 2007-2009 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
AND
THE Transport Workers' Union
LOCAL 200**

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

May 14, 2009 – 4:00PM TENTATIVE AGREEMENT

The parties hereby amend and extend the Memorandum of Understanding as follows:

III.A. Wages

147a. Unpaid Furlough – One (1) unpaid furlough day will be taken by each bargaining unit member between June 30, 2009 and June 30, 2010.

III.C. ADDITIONAL COMPENSATION

199a. The Commendable Attendance Payment Program will be suspended for a period from June 30, 2009 to June 30, 2010

III.M. PILOT WELLNESS INCENTIVE PROGRAM

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

290. The amount of this payment shall be equal to two and one-half percent (2.5%) of sick leave balances earned but unused at the time of separation times the number of whole years of supplements, at the time of separation. Vested sick leave hours, as described by CSC rules, shall not be included in this computation.

291. For example:

Employee A retires with 20 years of service.

Employee A has a sick leave balance of 500 hours

Employee A has a base salary rate of \$50.00 per hour at the time of separation.

Wellness Incentive =2.5% for each year of service 20 years of service = 50%

50% 500 hours = 250 hours

250 hours \$50.00 (base salary rate at time of separation) = \$12,500.00

292. The number of hours for which an employee may receive cash payment shall not exceed one thousand forty (1040) including any vested sick leave hours.

293. The wellness incentive bonus shall not be considered as part of an employee's compensation for the purpose of computing retirement benefits.

293a. Effective COB June 30, 2010 the Pilot Wellness Incentive Program will sunset.

II.C. ASSIGNMENT OF WORK

94. Polling occurs when an open vacancy exist and there is no list available. The Union and SFMTA Management shall agree on one person to coordinate all polling.

95. General Sign up (Classification 8121): There shall be a quarterly shift sign up each calendar year at dates mutually agreed upon by the Union and MTA.

IV.A. Health & Safety

313a. SFMTA will develop and establish a certification process for all dispatchers who are currently working in dispatching. All certification will be completed by the SFMTA training department for all Trapeze functions that currently exist. SFMTA will establish an annual continuing education course available by the SFMTA training department. Dispatchers are required to become certified by the SFMTA training department in the correct computer software as required by SFMTA management. To ensure the quality of the implementation of the Trapeze program, a meet and confer with Local 200 and the Agency will be scheduled regarding the establishment of performance guidelines for dispatchers using the Trapeze program.

V.B. DURATION OF AGREEMENT

323. This Agreement shall be effective July 1, 2007, and shall remain in full force and effect through June 30, 20092010, with no re-openers except as specified herein.

FOR THE SFMTA:

FOR THE UNION:

Debra Johnson Date
Chief of Staff/Administration, Director

Reginald McCray
Date
Transport Workers' Union, Local 200

TWU Local 200 2010 Cost Analysis

Char	FY09 FTE	FY09 Orig Amt	FY10 FTE as of May 18, 2009	FY10 Amount as of May 18, 2009	FY2009-10 Cost of One (1) Unpaid Furlough Days
001 Total	314.21	27,793,303	318.50	28,438,030	108,958
013 Total	0.00	7,391,779	0.00	8,950,840	27,741
TWU LOCAL 200, SEAM, TWU - SEAM Grand Total	314.21	35,185,082	318.50	37,388,870	136,699

THIS PRINT COVERS CALENDAR ITEM NO. : 18.7

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Administration

BRIEF DESCRIPTION:

Approving amendments to the Collective Bargaining Agreement (CBA) agreement between the San Francisco Municipal Transportation Agency (SFMTA) and the International Association of Machinists & Aerospace Workers (IAM) – Local 1414 (IAM Local 1414), to reduce SFMTA obligations and to extend the expiration date to June 30, 2011.

SUMMARY:

- Charter section 8A.104 provides that the SFMTA shall bargain labor agreements with employee organizations representing employees in service critical classifications.
- The Collective Bargaining Agreement (CBA) between SFMTA and IAM Local 1414 expires on June 30, 2009.
- The SFMTA negotiated an amendment that includes concessions by IAM Local 1414 to save the agency approximately \$654,000. Concessions include:
 - Unpaid Furlough Days: Four unpaid furlough days during the period June 30, 2009 through June 30, 2010, and three unpaid furlough days in FY 2010/11.
 - The tool allowance and tuition reimbursement programs will be suspended commencing June 30, 2009 through FY 2010/11.
 - The Pilot Wellness Program will sunset close of business June 30, 2010.
- The amendment extends the CBA with IAM Local 1414 as amended to June 20, 2011.

ENCLOSURES:

1. SFMTAB Resolution
2. CBA Amendments (IAM Local 1414)
3. Labor Cost Analysis

APPROVALS:

DATE

DIRECTOR OF DIVISION
PREPARING ITEM _____

FINANCE _____

EXECUTIVE DIRECTOR/CEO _____

SECRETARY _____

ADOPTED RESOLUTION
BE RETURNED TO (Rumi Ueno)

ASSIGNED SFMTAB CALENDAR DATE: _____

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PURPOSE

To extend expiration date of the CBA between SFMTA and the IAM 1414 from June 30, 2009 to June 30, 2011 and implement the negotiated concessions.

GOAL

The proposed agreement meets the following strategic goals:

Goal 4 – Financial Capacity: To ensure financial stability and effective resource utilization.

Goal 5 – SFMTA Workforce: To provide a flexible, supportive work environment and develop a workforce that takes pride and ownership of the agency’s mission and vision and leads the agency into an evolving, technology-driven future.

DESCRIPTION

Charter section 8A.104 gives the SFMTA the authority to negotiate labor agreements covering wages, hours, working conditions, and benefits with labor organizations representing employees at SFMTA in service critical classifications.

The SFMTA negotiated a Collective Bargaining Agreement with the IAM Local 1414 in July 2006 which expires on June 30, 2009.

SFMTA representatives and representatives of IAM Local 1414 negotiated an amendment to the existing CBA. The SFMTA and IAM Local 1414 were successful in reaching a tentative agreement, and that agreement was ratified by a vote of the Union membership on May 27, 2009.

The agreement would amend the existing CBA as follows: The term of the CBA would be extended two years with an expiration date of June 30, 2011. Additionally, the following concessions were agreed to: covered employees will take four unpaid furlough days in Fiscal Year 2009-10 and three unpaid furlough days in Fiscal Year 2010-11. The tool allowance and tuition reimbursement are to be suspended for Fiscal Years 2009-10 and 2010-11. In return, covered employees have layoff protection through November 15, 2009. There are no other substantial changes to the CBA with the exception of updating dates and language where appropriate.

The amended CBA will be in effect through June 30, 2011. If the amendment is not approved, the cost savings that this agreement provides will not be realized.

The City Attorney has reviewed this calendar item.

PAGE 3

ALTERNATIVES CONSIDERED

None, without concession bargaining the SFMTA would generate cost savings.

FUNDING IMPACT

Labor Cost Analysis is attached. If the amendment is not approved the cost savings this agreement provides will not be realized and SFMTA representatives will need to return to the bargaining table in 2010 to resume labor contract negotiations with representatives from IAM Local 1414.

The approximate cost savings to the agency is \$654,065.

RECOMMENDATION

Staff recommends that the SFMTA Board adopt the Resolution approving the amendment of the CBA between SFMTA and IAM Local 1414.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

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

WHEREAS, The current Collective Bargaining Agreement (CBA) between SFMTA and the International Association of Machinists & Aerospace Workers (IAM) – Local 1414, expires on June 30, 2009; and,

WHEREAS, The SFMTA and the IAM Local 1414 negotiated an amendment to the CBA to reduce SFMTA obligations and to extend the expiration date to June 30, 2011; and

WHEREAS, The amendment to the CBA was ratified by the membership of IAM Local 1414 on May 27, 2009, and,

WHEREAS, The proposed amendment of the CBA, which shall be effective July 1, 2009 through June 30, 2011, and all other required information were publicly disclosed in accordance with Charter Section 8A.104(p) on June 2, 2009 and are on file with the Secretary of the MTA Board of Directors; now, therefore, be it

RESOLVED, That the SFMTA Board of Directors hereby approves the amendment of the CBA between the SFMTA and IAM Local 1414, to implement negotiated concessions and extend its term to June 30, 2011.

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

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

**AMENDMENT No. 2
TO THE 2006-2010 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
AND
THE MACHINISTS UNION
LOCAL 1414**

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

The parties hereby amend and extend the Memorandum of Understanding as follows:

I.J. WORKFORCE REDUCTION

66. Obligation to Meet & Confer on Employee Workloads - The MTA 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.
67. The MTA recognizes its legal obligation to meet and confer in good faith and endeavor to reach agreement on employee workloads.
68. The MTA shall provide any written information relating to staffing levels and workloads in MTA upon written request to the Human Resources Division, with any reproduction costs above single copies to be paid by the Union.
69. 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 MTA. 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.

Employee Protection

- 69a. Between the date of ratification of this Agreement through November 15, 2009, the SFMTA shall not effectuate layoffs of any represented employees. This shall not include any displacement actions that result from layoffs effectuated in non-Machinists bargaining units.**

III.B. WORK SCHEDULES

3. Voluntary Time off Program ("VTOP")

123. The mandatory furlough provisions of Civil Service Commission Rules shall not apply to covered employees.
124. 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.
125. 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.
126. b. Restrictions on Use of Paid Time Off while on Voluntary Time Off
127. (1) All voluntary unpaid time off granted pursuant to this section shall be without pay.
128. (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.
129. (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.

129a. 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.

129b. Notwithstanding the provision of Article III.B.3. above, covered employees shall take three (3) unpaid furlough days in fiscal year 2010-2011. By Friday, July 9, 2010, 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 3 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 within the FY 2010-11. 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.

III.C. ADDITIONAL COMPENSATION

12. RETIREMENT RESTORATION PAYMENT

159a. For employees who retire prior to the end of this Agreement and for whom their final compensation for retirement purposes is impacted by the unpaid furlough days, the City will provide restoration pay equaling the pensionable value of the unpaid furlough days for the period used by the San Francisco Employees' Retirement System to determine the employee's final compensation for retirement purposes.

III.O. PILOT WELLNESS INCENTIVE PROGRAM

202. ~~For the term of this agreement, The SFMTA hereby establishes a pilot "wellness incentive program" to promote workforce attendance.~~ This program will sunset on June 30, 2010.

203. Effective July 1, 2002, any full-time employee leaving the employment of the MTA upon service or disability retirement may receive payment of a portion of accrued sick leave credits at the time of separation.

204. The amount of this payment shall be equal to two-and-one-half percent (2.5%) of accrued sick leave credits at the time of separation times the number of whole years of continuous employment times an employee's salary rate, exclusive of premiums or supplements, at the time of separation. Vested sick leave credits,

as set forth under Civil Service Commission Rules, shall not be included in this computation.

205. Example of Calculation:

Employee A retires with 20 years of service.

Employee A has a sick leave balance of 500 hours.

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

Wellness Incentive = 2.5% for each year of service x 20 years of service = 50%

50% x 500 hours = 250 hours.

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

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

207. A wellness incentive bonus payment shall not be considered as part of an employee's compensation for the purpose of computing retirement benefits.

IV.H. MTA TOOL UPGRADE ALLOWANCE

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

232. To qualify for the tool upgrade allowance an employee must have worked the preceding twelve (12) months in the department.

233. 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.

233a. Effective June 30, 2009, through June 30, 2011, the Union agrees to suspend the MTA tool upgrade allowance.

IV.K. EMPLOYEE TRAINING AND TUITION REIMBURSEMENT PROGRAM

249. The MTA shall establish and maintain a four thousand dollar (\$4,000.00) fund for the purposes of an employee training and tuition reimbursement program for reimbursement of up to \$500 per member during each fiscal year, subject to the policies and procedures of the MTA Department of Human Resources.

249a. Effective June 30, 2009, through June 30, 2011, the Union agrees to suspend the employee training and tuition reimbursement fund.

V.B. REOPENER

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

254a. 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

IAM 1414 2010/2011 Cost Analysis

Char	FY09 FTE	FY09 Orig Amt	FY10 FTE as of May 18, 2009	FY10 Amount as of May 18, 2009	FY2009-10 Cost of Four (4) Unpaid Furlough Days	FY11 FTE as of May 18, 2009	FY11 Amount as of May 18, 2009	FY 2010-11 Cost of Three (3) Unpaid Furlough Days
001 Total	259.08	20,263,614	260.00	20,596,108	315,649	260.00	20,596,108	236,737
013 Total	0.00	5,771,646	0.00	6,887,960	54,734	0.00	6,887,960	46,945
LOCAL 1414, MACHINISTS PLAN A Grand Total	259.08	26,035,260	260.00	27,484,068	370,383	260.00	27,484,068	283,682
FY 2009-2010 cost of four (4) unpaid legal holidays					\$370,383			
FY 2010-2011 cost of three (3) unpaid legal holidays					\$283,682			
Total Savings					\$654,065			

