



**Municipal Transportation Agency**



**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY**

**AND**

**THE MACHINISTS UNION**

**LOCAL 1414**

**INTERNATIONAL ASSOCIATION OF MACHINISTS**

**& AEROSPACE WORKERS**

**MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE 190**

**FOR SERVICE CRITICAL CLASSIFICATIONS**

**AT THE MUNICIPAL RAILWAY**

**July 1, 2014 - June 30, 2019**

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## ARTICLE I - REPRESENTATION

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

### I.A. RECOGNITION

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

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

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

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

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**I.B. INTENT**

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

**I.C. MANAGEMENT RIGHTS**

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

**I.D. NO STRIKE PROVISION**

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

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

1. Official Representatives

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

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

2. Stewards

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

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

**I.F. UNION SECURITY**

1. Authorization for Deductions

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

2. Dues Deductions

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

**I.G. AGENCY SHOP**

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

1. New Employees

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

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2. Service Fee

25. Upon such an event occurring, employees of the SFMTA in the particular unit or subunit, except as set forth below, shall, as a condition of continued employment, become and remain a member of the Union or, in lieu thereof, shall pay a service fee to the Union. The fair share service fee payment shall be established annually by the Union, provided that such fair share agency shop service fee will be used by the Union only for the purposes permitted by law.

3. Financial Reporting:

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

4. Religious Exemption

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

5. Payroll Deduction

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

6. Employee Lists

29. a. The Controller shall also provide with each payment a list of employees paying membership fees and a list of employees paying service fees. All such lists shall contain the employee's name, employee number, classification, department number and amount deducted.
30. b. A list of all employees in represented classes shall be provided to the Union monthly. Nothing in this section shall be deemed to have altered the

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SFMTA's current obligation to make insurance program or political action deductions when requested by the employee.

31. c. The SFMTA agrees to provide the Union with the names, divisions/departments and classifications of newly hired employees. The SFMTA will provide such new employees with the "Hudson" notice prepared by the Union.

7. Indemnification

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

8. Hudson Compliance

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

**I.H. BULLETIN BOARDS**

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

**I.I. GRIEVANCE PROCEDURE**

1. APPLICATION

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

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1a. TIME LIMITS

- 37a. A grievance shall be void unless initiated by informal discussion with the immediate supervisor within forty-five (45) calendar days from the date on which the SFMTA has allegedly failed to implement a condition of employment, or within forty-five (45) calendar days from the time the grievant might reasonably have been expected to have learned of such alleged failure to implement a condition of employment. In no event shall any grievance include a claim for money relief for more than the forty-five (45) day period plus such reasonable discovery period.
- 37b. The time limits set forth herein may be extended by the agreement of the parties. Any such extension must be confirmed in writing. Failure of the grievant to submit an appeal within the required timeline at any step, or for informal discussion, shall constitute an abandonment of the grievance. Failure of the City to respond within the time limit in any step shall result in automatic advance of the grievance to the next step. Any deadline date under this procedure that falls on a Saturday, Sunday or holiday shall be continued to the next business day. Unless specifically provided otherwise, all days in this Section refer to calendar days.

2. GRIEVANCE PROCEDURE STEPS – NON-DISCIPLINARY GRIEVANCES

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

STEP 1 – Immediate Supervisor

39. a. If a solution, satisfactory to both the grievant and the immediate supervisor is not accomplished by informal discussion, the grievant shall have the right to consult with, and be assisted by, a representative of the grievant's own choice in this and all succeeding steps of this grievance procedure.
40. b. If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within ten (10) calendar days of the informal discussion with the immediate supervisor, submit a Letter of Grievance - Step One, to the immediate supervisor with copies to the Appointing Authority or designee, and the Union.
41. c. The Letter of Grievance - Step One, shall contain:  
(1) The date of the informal discussion;  
(2) The date of the submission of the Letter of Grievance to the immediate supervisor;  
(3) The specific section(s) of the Memorandum of Understanding which the grievant believes has been violated;  
(4) A full and complete explanation of the circumstances of the grievance, and  
(5) The remedy sought by the grievant.

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- 42. d. The immediate supervisor shall, within ten (10) calendar days of the receipt of the grievant's Letter of Grievance - Step One, submit an Answer to Letter of Grievance - Step One, to the grievant, with copies to the Appointing Authority or designee.
- 43. e. The Answer to Letter of Grievance - Step One, shall contain:
  - (1) The date of receipt of the Letter of Grievance, - Step One;
  - (2) The date of the submission of the Answer to Letter of Grievance - Step One, to the grievant;
  - (3) A full and complete explanation of the circumstances of the grievance, and
  - (4) The response to the grievance.

STEP 2 – Intermediate Supervisor

- 44. a. If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within ten (10) calendar days of receipt of the Answer to Letter of Grievance - Step One, submit a Letter of Grievance - Step Two, to an Intermediate Supervisor, designated by the appointing authority.
- 45. b. The Letter of Grievance - Step Two, shall contain:
  - (1) The date of receipt, by the grievant, of the answer to Letter of Grievance - Step One;
  - (2) Date of submission of the Letter of Grievance - Step Two, to the Intermediate Supervisor;
  - (3) The specific section(s) of the Memorandum of Understanding which the grievant believes has been violated;
  - (4) A full and complete explanation of the circumstances of the grievance, and
  - (5) The remedy sought by the grievant.
- 46. c. The Intermediate Supervisor shall, within ten (10) calendar days of the receipt of the grievant's Letter of Grievance - Step Two, submit an Answer to Letter of Grievance - Step Two, to the grievant and the Appointing Authority or designee.
- 47. d. The Answer to Letter of Grievance - Step Two shall contain:
  - (1) The date of receipt of the Letter of Grievance - Step Two,
  - (2) The date of the submission of the Answer to Letter of Grievance - Step Two, to the grievant,
  - (3) A full and complete explanation of the circumstances of the grievance, and
  - (4) The response to the grievance.

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STEP 3 – MUNI/DPT General Manager

- 48. a. If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within ten (10) calendar days of receipt of the Answer to Letter of Grievance - Step Two, submit a Letter of Grievance - Step Three, to the MUNI/DPT General Manager or designee.
- 49. b. The Letter of Grievance - Step Three, shall contain:
  - (1) The date of receipt, by the grievant, of the answer to Letter of Grievance - Step Two;
  - (2) Date of submission of the Letter of Grievance - Step Three, to the MUNI/DPT General Manager or designee;
  - (3) The specific section(s) of the Memorandum of Understanding which the grievant believes has been violated;
  - (4) A full and complete explanation of the circumstances of the grievance, and
  - (5) The remedy sought by the grievant.
- 50. c. The MUNI/DPT General Manager or designee shall, within ten (10) calendar days of the receipt of the grievant's Letter of Grievance - Step Three, submit an Answer to Letter at Step Three, to the grievant.
- 51. d. The Answer to Letter of Grievance - Step Three, shall contain:
  - (1) The date of receipt of the Letter of Grievance - Step Three;
  - (2) The date of the submission of the Answer to Letter of Grievance - Step Three, to the grievant;
  - (3) A full and complete explanation of the circumstances of the grievance, and
  - (4) The resolution of the grievance.
- 52. e. Unless waived by written mutual agreement of the grievant and the MUNI/DPT General Manager or designee a meeting is required at this step.

STEP 4 – MTA Deputy General Manager of Human Resources

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

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SELECTION OF THE HEARING OFFICER

54. a. The hearing officer shall be selected by mutual agreement between the grievant, or the grievant's representative, and the SFMTA Deputy General Manager of Human Resources or designee. If the grievant, or the grievant's representative, and the SFMTA Deputy General Manager of Human Resources or designee are unable to agree on the selection of a hearing officer they shall jointly request the State Conciliation Service to submit a list of five (5) hearing officers who have had considerable experience as a hearing officer in public employment disputes. The grievant, or the grievant's representative, and the SFMTA Human Resources Director or designee, shall then alternately delete names from such list until only one (1) name remains; and that person shall serve as the hearing officer. Whether the employee, or his representative, or the SFMTA Human Resources Director or designee deletes the first name in the alternating process of deleting names, shall be determined by lot.
55. b. Except when a statement of facts mutually agreeable to the grievant and the appointing authority is submitted to the hearing officer, it shall be the duty of the hearing officer to hear and consider facts submitted by the parties.
56. c. It shall be the duty of the hearing officer to hold said hearing within fifteen (15) calendar days of written acceptance of appointment as the hearing officer.
57. d. After said hearing or review of mutually agreeable statement of facts, it shall be the duty of the hearing officer to make written finding of fact(s) upon which the decision of the hearing officer is based.
58. e. The decision of the hearing officer shall be final and binding upon the parties.
59. f. The hearing officers' authority pursuant to the provisions of this grievance procedure shall be limited to a decision, based on submitted facts and applicable law, of whether or not the SFMTA has improperly failed to implement a condition of employment which is provided for in an Ordinance, Resolution, or the Memorandum of Understanding ratified by the SFMTA Board of Directors. Further, the hearing officer shall have no power to amend, or recommend an amendment of an SFMTA Board of Directors ratified Memorandum of Understanding or a Board of Supervisors ratified Memorandum of Understanding, Ordinance, or Resolution.
60. g. Each party, (employee, group of employees, or the Union and the appointing authority) to a hearing before a hearing officer shall bear its own expenses in connection therewith. All fees and expenses of the hearing officer, and a reporter, if any, shall be borne and paid in full by the losing party. In the

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event the hearing officer shall make a compromise decision, the party or parties which shall pay the fees and expenses of the hearing officer, and a reporter, if any, shall be determined on a proportional basis by the hearing officer.

3. GRIEVANCE PROCEDURE STEPS – DISCIPLINARY GRIEVANCES

61. *No action to impose discipline against an employee shall be initiated more than thirty (30) days from the date the employer knows of the conduct and has completed a diligent and timely investigation except for conduct which would constitute the commission of a crime. The discipline imposed may take into account conduct which is documented in the employee's personnel file or was the subject of a prior disciplinary action.*

62. Permanent non-probationary employees may grieve (appeal) suspensions, disciplinary demotions or discharges.

STEP 1 – APPOINTING AUTHORITY

62a. a. The grievant and/or the Union shall submit in writing to the Appointing Officer, or designee, a grievance appealing the disciplinary action within fifteen (15) days of the mailing date of the written notice imposing discipline. The grievance shall set forth the basis of the appeal. The Appointing Officer, or designee, shall respond within fifteen (15) days following the receipt of the appeal.

STEP 2 – EMPLOYEE RELATIONS DIVISION

62b. b. The Union and/or the grievant may appeal the Appointing Officer's response to the Employee Relations Manager at the Employee Relations Division, in writing within ten (10) days. ERD may convene a grievance meeting within twenty (20) days with the grievant and the grievant's union. The Manager shall respond to the grievance in writing within twenty (20) days of the meeting, or if none is held within twenty (20) days of receipt of the appeal.

STEP 3 – ARBITRATION

62c. c. If the Employee Labor Relations Manager's response is unsatisfactory, the Union may file a written appeal to arbitration. The appeal must be filed with ERD no later than fifteen (15) days following issuance of the Step 2 response.

62d. d. Arbitrators shall be selected in the same manner as in non-disciplinary grievances.

Expedited Arbitration

62e. Grievances of disciplinary suspensions of not greater than fifteen (15) days, and contract interpretation grievances where the remedy requested would not require approval by the Board of Directors shall be resolved through an expedited arbitration process; however, by mutual agreement, the parties may move such matters out of the expedited arbitration process to regular arbitration procedures provided herein.

62f. For Fiscal Year 12-13, the City agrees to schedule two arbitrators each month available to conduct expedited arbitrations. The City may, at its sole discretion, cancel any expedited

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arbitration sessions in time to avoid a cancellation fee if there are no expedited arbitrations calendared for that month. Additional arbitrators may be scheduled for Fiscal Year 13-14, if the City and the Union agree that there is sufficient demand to do so. The parties agree not to utilize court reporters or electronic transcription. The parties further agree not to utilize post-hearing briefs.

- 62g. Each party shall bear its own expenses in connection therewith. All fees and expenses of the arbitrator shall be borne and paid in full and shared equally by the parties.
- 62h. In the event that an expedited arbitration hearing is cancelled resulting in a cancellation fee, the party initiating the request or causing the cancellation shall bear the full cost of the cancellation fee, unless a mutually agreed upon alternative is established.

AUTHORITY OF THE ARBITRATOR

- 62i. The arbitrator shall have no authority to add to, subtract from, modify or amend the terms of this Agreement. The decision of the arbitrator shall be final and binding on all parties.

FEES AND EXPENSES OF ARBITRATION

- 62j. Each party shall bear its own expenses in connection with the arbitration, including but not limited to, witness and attorney's fees, and any fees for preparation of the case. Transcripts shall not be required except that either party may request a transcript. The party making such a request shall be solely responsible for the cost. All fees and expenses of the arbitrator and the court reporter, if any, shall be split equally between the parties. Individuals who may have direct knowledge of the circumstances relating to the grievance may be present at the request of either party at the hearing. If such individuals are employees of the City, they shall be compensated at their usual rate of pay for any time spent travelling to or from, and attending the arbitration hearing.

HEARING DATES AND DATE OF AWARD

- 62k. The parties shall make their best efforts to schedule hearings within thirty (30) days of selection of an arbitrator. Awards shall be due with thirty (30) days following the receipt of closing arguments. As a condition of appointment, arbitrators shall be advised of this requirement and shall certify their willingness to abide by these time limits.

"SKELLY" RIGHTS

- 62l. A permanent non-probationary employee subject to discipline or discharge, shall be entitled, prior to the imposition of that discipline or discharge, to a meeting and to the following:
- a. A notice of the proposed action;
  - b. The reasons for the proposed discipline;
  - c. A copy of the charges and materials upon which the action is based, and
  - d. The right to respond, either orally or in writing, to the authority initially imposing the discipline.

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

63. An employee, in a classification which is included within a representation unit for which formal recognition has been granted, shall pursue any grievance under this procedure with the assistance of said formally recognized employee organization or said employee may represent himself/herself with the assistance, if the employee so elects, of counsel or other representative. As used herein, counsel or other representative shall not include any other employee organization or the representative(s) of any other employee organization.
64. In those grievances in which the employee represents himself/herself, or arranges for representation by other than the recognized exclusive representative as set forth above, the Department shall make no resolution or award which shall be inconsistent with the terms and conditions of a ratified Memorandum of Understanding which covers the grievant's classification. In the event the exclusive representative determines that such an inconsistent resolution or award has been made, the recognized exclusive representative, on its own behalf, may file a grievance at Step Three for the purpose of amending such inconsistent resolution or award. In the event the grievant represents himself/herself, or elects a representative other than the recognized exclusive representative, the recognized exclusive representative may elect to be a full and equal party at Step Four for the purpose of protecting the interest of its members in negotiated conditions of employment.

**I.J. WORKFORCE REDUCTION**

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

**I.K. APPRENTICESHIP PROGRAM**

69. The parties agree to meet to discuss the development of mutually agreeable apprenticeship programs. The specific provisions of the apprenticeship programs shall be subject to

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agreement between the SFMTA, the Civil Service Commission (where appropriate), and the Union. Each apprenticeship program, however, shall contain at least the following terms:

70. Subject to the ratios established by the apprenticeship program, the SFMTA, at its own discretion, may choose to fill any vacancy with either a journey-level worker or an apprentice; and
71. The entry salary step of the apprentice program shall be at least forty (40) percent lower than the top step or flat rate, whichever is applicable, of the journey-level class.
72. The following journey level classes ("Apprenticeable Classes") shall be eligible for an apprenticeship program:
  - 7306 Automotive Body and Fender Worker
  - 7309 Car and Auto Painter
  - 7313 Automotive Machinist
  - 7332 Maintenance Machinist
  - 7381 Automotive Mechanic
73. The SFMTA will agree to continue to implementation of apprenticeship programs after further discussions in the JLMC with the following:
  - a. IN the event the MTA uses apprentices covered by this Agreement, such apprentices will be trained by the San Francisco, Sonoma, San Mateo and Northern Santa Clara Counties Automotive Repair Trade Joint Apprenticeship Committee, as long as it is a State-certified apprenticeship program.
  - b. All established guidelines will be adhered to but not subject to the grievance procedure of this Agreement.
  - c. In the event an apprentice is indentured, the MTA will contribute \$500 per fiscal year per apprentice to the San Francisco, Sonoma, San Mateo and Northern Santa Clara Counties Automotive Repair Joint Trade Apprenticeship Committee.
  - d. 5-Step compensation schedule for each classification by time worked in months

**I.L. MINIMUM NOTICE**

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

**I.M. JOINT LABOR MANAGEMENT COMMITTEE**

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

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76. Scope:
  - a. to give advice and make recommendations regarding the meaning, interpretation, or application of this Agreement;
  - b. to give advice and make recommendations regarding issues which both the SFMTA and the Union agree to submit to the Joint Labor Management Committee;
77. The parties agree that the policies and procedures concerning protective footwear and prescription safety glasses, including frequency and voucher amounts will be a priority subject of discussion during the JLMC meetings for FY 2012-2013.
78. The parties agree that the policies and procedures concerning protective footwear and prescription safety glasses, including frequency and voucher amounts will be a priority subject of discussion during the JLMC meetings for FY 2012-2013.
79. The Joint Labor Management Committee shall meet as needed. Furthermore, the parties agree that the Committee is specifically empowered to establish such subcommittees as may be needed to consider and recommend solutions to workplace issues and concerns.

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## ARTICLE II - EMPLOYMENT CONDITIONS

### II.A. NON-DISCRIMINATION

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

### II.B. PERSONNEL FILES

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

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

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

**II.D. TEMPORARY VACANCIES**

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

**II.E. LEAVES OF ABSENCE**

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

**II.F. SUBCONTRACTING**

Subcontracting of Work - City Charter 10.104

1. "Prop J." Contracts:

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

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

95. At the time the SFMTA issues a Request for Proposals (“RFP”)/Request for Qualifications (“RFQ”), or thirty (30) days prior to the submission of a Personal Services Contract request to the Department of Human Resources and/or the Civil Service Commission, whichever occurs first, the SFMTA shall notify the union of any personal services contract(s), including a copy of the draft PSC summary form, where such services could potentially be performed by represented classifications.
96. If the union wishes to meet with SFMTA over a proposed personal services contract, it must make its request to SFMTA Labor Relations within two weeks after the union’s receipt of the notice from SFMTA. The parties may discuss possible alternatives to contracting or subcontracting and whether the division staff has the expertise and/or facilities to perform the work. Upon request by the union, the SFMTA shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.
97. In order to ensure that the parties are fully able to discuss their concerns regarding particular proposed contracts, the SFMTA agrees that it will take all appropriate steps to ensure that parties (excluding the Board of Supervisors and other boards and commissions) who are responsible for the contracting-out decision(s) are present at the meeting(s) referenced in above paragraph.
98. The SFMTA agrees to provide the union with notice(s) of SFMTA Board and Civil Service Commission meetings during which proposed personal services contracts are calendared for consideration, where such services could potentially be performed by represented classifications.
99. Existing language in MOUs which provides additional notice and/or otherwise enhanced provisions shall not be superseded by the language in this section.

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

100. At the time the SFMTA issues an invitation for a Construction Bid and Specifications, the SFMTA shall notify the union with copy to the San Francisco Building Trades Council of any construction/maintenance or job order contract(s), where such services could potentially be performed by represented classifications.
101. If the union wishes to meet with SFMTA over a proposed construction/maintenance contract, it must make its request to SFMTA Labor Relations within two weeks after the receipt of the SFMTA’s notice. The parties may discuss possible alternatives to contracting or subcontracting and whether the SFMTA staff has the expertise and/or facilities to perform the work. Upon request by the employee organization, the SFMTA shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.

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102. In order to ensure that the parties are fully able to discuss their concerns regarding particular proposed contracts, the SFMTA agrees that it will take all appropriate steps to ensure that parties (excluding the Board of Supervisors and other boards and commissions) who are responsible for the contracting-out decision(s) are present at the meeting(s) referenced above.
103. The SFMTA agrees to provide the San Francisco Building Trades Council with notice(s) of SFMTA Board and Civil Service Commission meetings during which proposed construction/maintenance contracts are calendared for consideration, where such services could potentially be performed by represented classifications.

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

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

**II.H. PROBATIONARY PERIOD**

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

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

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

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

**III.A. WAGES**

107. All base wage increases shall be rounded to the nearest salary schedule.
108. All members of the bargaining unit will receive the following base wage increases:

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Effective October 11, 2014 3%

Effective October 10, 2015 3.25%

Effective July 1, 2016, represented employees will receive a base wage increase between 2.25% and 3.25%, depending on inflation, and calculated as  $(2.00\% \leq \text{CPI-U} \leq 3.00\%) + 0.25\%$ , which is equivalent to the CPI-U, but no less than 2% and no greater than 3%, plus 0.25%.

In calculating CPI-U, the Controller’s Office shall use the Consumer Price Index – All Urban Consumers (CPI-U), as reported by the Bureau of Labor Statistics for the San Francisco Metropolitan Statistical Area. The growth rate shall be calculated using the percentage change in price index from February 2015 to February 2016.

The following internal adjustments shall be effective October 11, 2014:

- Class 7306 Automotive Body and Fender Workers 1% base wage increase
- Class 7309 Car and Auto Painters 1% base wage increase

The following internal adjustment shall be effective July 1, 2014:

- Class 7313 Automotive Machinists \$0.40/hour base wage increase

Effective July 1, 2017, represented employees will receive a base wage increase of 3%.

Effective July 1, 2018, represented employees will receive a base wage increase of 3%, except that if the March 2018 Joint Report, prepared by the Controller, the Mayor’s Budget Director and the Board Supervisors’ Budget Analyst, projects a budget deficit for fiscal year 2018-2019 that exceeds \$200 million, then the base wage adjustment of 3% due on July 1, 2018, will be delayed by six (6) months and be effective the pay period including January 1, 2019.

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

**III.B. WORK SCHEDULES**

1. Hours

- 109. A regular work shift is a tour of duty consisting of eight (8) hours. The lunch period shall be in the middle of the shift and shall be one (1) hour unless otherwise agreed. Forty (40) hours shall constitute a regular week's work of five (5) consecutive days from Monday through Friday and Tuesday through Saturday, or, a consecutive Sunday through Thursday schedule may be implemented and any five (5) consecutive days.
- 110. Any work shift starting between 6 a.m. and 9 a.m. shall be considered the day shift. Any work shift commencing between the hours of 9:01 a.m. and 5:59 p.m. shall be considered “shift two,” a night/swing shift, and Employees working on such shift shall be paid ten percent

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(10%) above the regular day shift as set forth herein. Any subsequent shift starting at 6:00 p.m. and 5:59 a.m. shall be considered "shift three," a midnight/graveyard shift and shall be paid fifteen percent (15%) above the regular day rate.

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

2. Voluntary Reduced Work Week

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

3. Voluntary Time off Program ("VTOP")

113. The mandatory furlough provisions of Civil Service Commission Rules shall not apply to covered employees.
114. 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.
115. 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.
116. b. Restrictions on Use of Paid Time Off while on Voluntary Time Off
117. (1) All voluntary unpaid time off granted pursuant to this section shall be without pay.
118. (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.
119. (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.

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

#### **1. NIGHT DUTY**

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

#### **2. CALL BACK PAY**

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

#### **3. LEAD WORKER PAY**

122. An employee in any class covered by Local 1414, when designated by his or her supervisor or foreman as a lead worker, shall receive a premium of \$20 per day when required to sketch, layout, detail, estimate, order materials, or take the lead on a job when at least two (2) employees in the same classification are assigned to a particular job and one acts as a lead.
123. The lead worker's selection will be determined in accordance with the Letter of Agreement between SFMTA and the Union entitled SFMTA, 1414 Selection Procedure for a Non-permanent Supervisory position. Lead positions are responsible for directing the work of the employees subject to the specific task and are not expected to perform the full range of supervisory duties or to replace a higher paid classification.
124. Employees are not eligible to receive both Lead Worker Pay and Acting Assignment Pay simultaneously.

#### **4. ACTING ASSIGNMENT PAY**

125. An employee assigned in writing by the Appointing Officer (or designee) to perform the normal day-to-day duties and responsibilities of a higher classification of an authorized position for which funds are temporarily unavailable shall be entitled to acting assignment pay, no earlier than the tenth (10<sup>th</sup>) work day of such an assignment, with acting assignment pay retroactive to the first (1<sup>st</sup>) day of the assignment.
126. Upon written approval, as determined by the SFMTA, an employee shall be authorized to receive an increase to a step in an established salary schedule that represents at least 5% above the employee's base salary and that does not exceed the maximum step of the salary schedule of the class to which temporarily assigned. Premiums based on percent of salary shall be paid at a rate which includes the acting assignment pay.

#### **5. MUNI SATURDAY OR SUNDAY PREMIUM**

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127. Such assignments shall be made first on a voluntary, seniority basis followed by assignment on the basis of inverse seniority. Shift assignments shall be made for periods of six (6) consecutive months. Prior to the end of the initial six (6) month period, Muni Management shall give written notice that employees shall have an opportunity to bid for shift assignment for the next succeeding six (6) month period in accordance with the seniority selection procedure as outlined above. Such written notice shall be given by posting the notification on all official bulletin boards of the Municipal Railway and by sending the notification to the Union.
128. It is further understood and agreed that the seniority selection procedure shall be implemented by starting at the top of the seniority roster and working down on a voluntary basis and, if the shifts are not filled through a voluntary basis, then they are to be assigned by applying inverse seniority.
129. It is further understood and agreed that Sunday and holiday work will be permitted only to the extent of insuring continued operation. Major work will be performed on Sundays or holidays only as equipment conditions so require.
130. Employees assigned to Saturday as a part of their scheduled forty (40) hour week will receive base rate including shift differential when applicable, with an additional premium of fifteen percent (15.0%).
131. Employees assigned to Sunday as a part of their scheduled forty (40) hour week will receive base rate including shift differential when applicable, with an additional premium of thirty percent (30.0%).

6. HEAVY EQUIPMENT PREMIUM

132. Employees in Class 7381 assigned to work on vehicles over one (1) ton shall be paid a Heavy Equipment Premium of forty-five cents (\$0.45) per hour. Employees shall be paid a minimum of four (4) hours Heavy Equipment Premium when assigned to work heavy equipment four (4) hours or less. Employees shall be paid eight (8) hours Heavy Equipment Premium when assigned to work heavy equipment for more than four (4) hours or shall be paid for all hours actually worked on heavy equipment, whichever is greater.

7. AUXILIARY EQUIPMENT PREMIUM

133. Employees in Class 7313 shall receive a premium of forty-five cents (\$0.45) per hour when assigned to work on Auxiliary Equipment or Heavy Component Overhaul. "Auxiliary Equipment" is defined as vehicle components other than engines, transmissions, brakes, suspension, steering, and parts thereof, and any systems and components contained in the cab or chassis of a vehicle. "Heavy Component Overhaul" is defined as complete disassembly, inspection, rebuilding/machining, reassembly and testing of the following components: Engines, Transmission, Differentials, and Wheel Chair assemblies.
134. Employees shall be paid a minimum of four (4) hours Auxiliary Equipment Premium when assigned to work on Auxiliary Equipment or perform Heavy Component Overhaul work four

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

8. SUPERVISORY DIFFERENTIAL ADJUSTMENT

135. The SFMTA Human Resources Director is hereby authorized to adjust the compensation of a supervisory employee whose schedule of compensation is set herein subject to the following conditions:
136. a. The supervisor, as part of the regular responsibilities of his/her class, supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or subordinates.
137. b. The organization is a permanent one approved by the appointing officer, Board or Commission, where applicable, and is a matter of record based upon review and investigation by the Civil Service Commission.
138. c. The supervisor has completed a probationary period in a civil service class and holds permanent status to a full-time position.
139. d. The classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal, logical relationship to each other in terms of their respective duties and levels of responsibility and accountability in the organization.
140. e. The compensation schedule of the supervisor is less than one full step (approximately 5%) over the compensation schedule, exclusive of extra pay, of the employee supervised. In determining the compensation schedule of a classification being paid a flat rate, the flat rate will be converted to a bi-weekly rate and the compensation schedule the top step of which is closest to the flat rate so converted shall be deemed to be the compensation schedule of the flat rate classification.
141. f. The adjustment of the compensation schedule of the supervisor shall be to the nearest compensation schedule representing, but not exceeding, one full step (approximately 5%) over the compensation schedule, exclusive of extra pay, of the employee supervised.
142. If the application of this section adjusts the compensation schedule of an employee in excess of his/her immediate supervisor, the pay of such immediate supervisor, covered by this agreement, shall be adjusted to an amount \$1.00 bi-weekly in excess of the base rate of his/her highest paid subordinate, provided that the applicable conditions under this section are also met.
143. g. Compensation adjustments are effective retroactive to the beginning of the current fiscal year of the date in the current fiscal year upon which the employee became eligible for such adjustment under these provisions.
144. To be considered, requests for adjustment under the provisions of this section must be received in the offices of the SFMTA Human Resources Department not later than the end of the current fiscal year.

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- 145. h. In no event will the SFMTA Human Resources Director approve a supervisory salary adjustment in excess of 10% or 2 full steps over the supervisor's current basic compensation. If in the following fiscal year a salary inequity continues to exist, the SFMTA Human Resources Department may again review the circumstances and may grant an additional salary adjustment not to exceed 10% or 2 full steps.
- 146. i. It is the responsibility of the (appointing officer) immediately to notify the SFMTA Human Resources Director of any change in the conditions or circumstances that were and are relevant to a request for salary adjustment under this section either acted upon by or pending with the SFMTA Human Resources Director.

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

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

**III.D. OVERTIME**

- 148. Overtime shall be distributed equally among employees covered by this Agreement. Any time worked by an employee in excess of: (a) forty hours per city work week for weekly overtime, or (b) in excess of the regular or normal work day, either prior to or after the regularly assigned shift for daily overtime, shall be designated as overtime and shall be compensated at one-and-one-half times the regularly assigned shift base hourly rate which may include a night differential or a Saturday and or Sunday Premium, if applicable. The use of any sick leave shall be excluded from determining hours worked in excess of 40 hours in a week for determining eligibility for overtime payment. For the purposes of determining the rate of pay (i.e., straight time or time-and-one-half), the department will look back to the previous five (5) work days to determine whether sick leave was used. Subject to the above, employees working on their regular days off shall be guaranteed eight (8) hours' work or pay therefore at time-and-one-half.
- 149. Employees working on any holiday specified in this agreement shall be guaranteed eight (8) hours' work or pay therefore at time-and-one-half in addition to the pay for the holiday. Employees working either on a RDO or holiday shall be compensated at the assigned shift rate of that particular day, regardless of their regularly assigned shift rate, which may include a night differential if applicable.
- 150. An employee shall not be eligible for voluntary overtime assignment if there has been sick pay or disciplinary time off on the preceding workday, or if sick pay or disciplinary time off occurs on the workday following the last overtime assignment. However, if the employee is not eligible for overtime assignment, the management may assign the employee for overtime and compensate at the overtime rate.

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**III.E. HOLIDAYS**

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

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

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

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

1. HOLIDAYS THAT FALL ON A SATURDAY

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

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

155. Employees assigned to seven (7) day operation departments or employees working a five (5) day work week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off. Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of their days off.
156. If the provisions of this section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, he/she shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate employer representative. Such days off must

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be taken within the fiscal year. In no event shall the provisions of this section result in such employee receiving more or fewer holidays than an employee on a Monday through Friday work schedule.

3. HOLIDAY PAY FOR EMPLOYEES LAID OFF

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

4. FLOATING HOLIDAYS

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

5. FLOATING HOLIDAY PAY FOR EMPLOYEES WHO SEPARATE

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

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

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

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

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

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

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

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

### **III.I. WORKERS COMPENSATION**

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

### **III.J. HEALTH BENEFIT CONTRIBUTIONS**

#### EMPLOYEE HEALTH CARE

165. The level of the SFMTA's contribution to employee health benefits will be set in accordance with the requirements of Charter Sections A8.423 and A8.428.
166. Any contributions the City makes shall not be considered as part of an employee's salary for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, retirement benefits or retirement contributions; nor shall such contributions be taken into account on determining the level of any other benefit which is a function of or percentage of salary.

#### MEDICALLY SINGLE EMPLOYEES

- 167a. Effective January 1, 2014, through December 31, 2014, for "medically single employees" (Employee Only) enrolled in any plan other than the highest cost plan, the City shall contribute ninety percent (90%) of the "medically single employee" (Employee Only) premium for the plan in which the employee is enrolled; provided, however, that the City's premium contribution will not fall below the lesser of: (a) the "average contribution" as determined by the Health Service Board pursuant to Charter Sections A8.423 and A8.428(b)(2); or (b), if the premium is less than the "average contribution," one hundred percent (100%) of the premium.
- 167b. For the period January 1, 2014 through December 31, 2014 only, for "medically single employees" (Employee Only) who elect to enroll in the highest cost plan, the City shall contribute ninety percent (90%) of the premium for the second highest cost plan, plus fifty percent (50%) of the difference between: (a) ninety percent (90%) of the premium for the second highest cost plan, and (b) one hundred percent (100%) of the premium for the highest cost plan. Thereafter, the City shall contribute ninety percent (90%) of the premium for the second highest cost plan for such employees.
168. The provisions in paragraphs 167a. and 167b. above shall not apply to "medically single employees" (Employee Only) who are permanently assigned by the City to work in areas

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outside of the health coverage areas of Kaiser and Blue Shield for the term of this Agreement. For such “medically single employees” (Employee Only), the City shall continue to contribute one hundred percent (100%) of the premium for the employees’ own health care benefit coverage.

DEPENDENT HEALTH CARE PICK-UP

169. From July 1, 2014 to December 31, 2014, the City shall contribute the greater amount of up to \$225 per month or 75% of the dependent rate charged by the City to employees for Kaiser coverage at the dependent plus two or more level.

170. Health Coverage Effective January 1, 2015

Effective January 1, 2015, the contribution model for employee health insurance premiums will be based on the SFMTA’s contribution of a percentage of those premiums and the employee’s payment of the balance (Percentage-Based Contribution Model), as described below:

1) Employee Only:

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

2) Employee Plus One:

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

3) Employee Plus Two or More:

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

4) Contribution Cap

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

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5) Average Contribution Amount

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

Dental Coverage

- 171. For the term of this Agreement, the SFMTA will cover the cost of the employee and family dependents coverage under the City's dental program.
- 172. Notwithstanding the paragraph above, effective January 1, 2013, employees who enroll in the Delta Dental PPO Plan shall pay the following premiums for the respective coverage levels: \$5/month for employee-only, \$10/month for employee + 1 dependent, or \$15/month for employee + 2 or more dependents.

Contributions While On Unpaid Leave

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

Long Term Disability

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

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### **III.K. RETIREMENT**

176. Any SFMTA pick-up of employee's retirement contribution shall not be considered as part of an employee's compensation for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, or retirement benefits, nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary.
177. Rule changes by the City's Retirement Board regarding the crediting of accrued sick leave for retirement purposes shall be incorporated herein by reference. Any such rule change, however, shall not be subject to the grievance and arbitration provisions of this Agreement or the impasse procedures of Charter Section A8.409.
178. The parties acknowledge that the San Francisco Charter establishes the levels, terms and conditions of retirement benefits for members of the San Francisco Employees Retirement System (SFERS). The fact that a MOU does not specify that a certain item of compensation is excluded from retirement benefits should not be construed to mean that the item is included by the Retirement Board when calculating retirement benefits.
179. Represented employees who are members of SFERS agree to pay their own employee retirement contribution to SFERS pursuant to the City Charter. For employees who became members of SFERS prior to November 2, 1976 (Charter Section A8.509 Miscellaneous Plan), the SFMTA shall pick up one-half percent (0.5%) of the total employee retirement contribution to SFERS.

### **PRE-RETIREMENT SEMINAR**

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

### **III.L. VACATIONS**

184. Definitions - "Continuous service" for vacation allowance purposes means paid service pursuant to a regular work schedule which is not interrupted by a breach in paid service.
185. Award and Accrual of Vacation - Beginning with the first full pay period after the effective date of this agreement, an employee shall be awarded the employee's vacation allowance on the first day of the pay period following the pay period in which the allowance is accrued.

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- 186. An employee does not accrue vacation allowance in the first year of continuous service; however, at the end of one (1) year of continuous service, an employee shall be awarded a vacation allowance computed at the rate of .0385 of an hour for each hour of paid service in the preceding year.
- 187. At the end of five (5) years of continuous service, an employee shall be awarded a one-time vacation allowance computed at the rate of .01924 of an hour for each hour of paid service in the preceding year except that the amount of the vacation allowance shall not exceed forty (40) hours.
- 188. At the end of fifteen (15) years of continuous service, an employee shall be awarded a one-time vacation allowance computed at the rate of .01924 of an hour for each hour of paid service in the preceding year except that the amount of the vacation allowance shall not exceed forty (40) hours.
- 189. The maximum number of vacation hours an employee may accrue consists of two-hundred forty (240) hours carried forward from prior years plus the employee's maximum vacation entitlement, which is based on the number of years of service. The maximum number of vacation hours which an employee may accrue is as follows:

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

**III.M. VACATION SCHEDULING**

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

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

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

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

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

**III.P. PAPERLESS PAY POLICY**

**DIRECT DEPOSIT OF PAYMENTS**

194. Effective on a date to be established by the Controller, but not sooner than September 1, 2014, the City shall implement a Citywide “Paperless Pay” Policy. This policy will apply to all City employees, regardless of start date.
195. Under the policy, all employees shall be able to access their pay advices electronically on a password protected site, and print them in a confidential manner, using City Internet, computers, and printers. Such use of City equipment shall be free of charge to employees, is expressly authorized under this section of the Agreement, and shall not be considered “inappropriate use” under any City policy. Pay advices shall also be available to employees on a password protected site that is accessible from home or other non-worksites computers, and that allows the employees to print the pay advices. Employees shall receive assistance to print hard copies of their pay advices through their payroll office upon request. Upon implementation of the policy, other than for employees described in the preceding sentence, paper pay advices will no longer be available through Citywide central payroll distribution.
196. In addition to payroll information already provided, the pay advices shall reflect usage and balance (broken out for vacation, sick leave, etc.) the employee’s hours of compensatory time, overtime, and premiums earned during the relevant pay period. The City shall maintain electronic pay advices and/or wage statements for at least seven (7) years.
197. Under the policy, all employees (regardless of start date) will have two options for receiving pay: direct deposit or pay card. Employees not signing up for either option will be defaulted into pay cards.
198. Every employee shall possess the right to do the following with any frequency and without incurring any cost to the employee:
1. Change the account into which the direct deposit is made;
  2. Switch from the direct deposit option to the pay card option, or vice versa;
  3. Obtain a new pay card the first time the employee’s pay card is lost, stolen, or misplaced.
199. The City assures that the pay card shall be FDIC insured. The City further assures that in the event of an alleged overpayment by the City to the employee, the City shall not unilaterally reverse a payment to the direct deposit account or pay card.

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200. Prior to implementing the “Paperless Pay Policy,” the City will give all employee organizations a minimum of 30-days’ advance notice. Prior to implementation of the policy, the City shall notify employees regarding the policy, including how to access and print their pay advices at work or elsewhere. Training shall be available for employees who need additional assistance.
201. The City will work with the vendor to evaluate options to provide no-cost ATMs available at large worksites and remote worksites.
202. The parties mutually agree that employees may print out pay advices during work hours.

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## **ARTICLE IV - WORKING CONDITIONS**

### **IV.A. HEALTH AND SAFETY**

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

### **IV.B. SAFETY EQUIPMENT**

209. The SFMTA agrees to provide all required safety equipment (i.e., protective eyewear, protective footwear, hearing protection) in compliance with Cal-OSHA regulations.
210. For classifications covered by the terms of this MOU, the SFMTA agrees to provide prescription safety glasses in accordance with the SFMTA eye protection program SOP, at a cost not to exceed \$150.00 per employee.
211. For employees in classifications covered by the terms of this MOU, the SFMTA agrees to provide each employee with safety footwear once a year, at a cost not to exceed \$200.00 per employee in compliance with Cal-OSHA and ANSI standards and regulations. It is understood that if this footwear should become worn out or unserviceable, it shall be replaced in accordance with the standards set above.

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

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

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

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

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**IV.E. PREGNANCY**

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

**IV.F. PROTECTIVE COVERALLS**

223. For employees working in classifications covered by the term of this Agreement, the SFMTA agrees to provide one clean pair of protective coveralls (or work pants and shirts) each working day to each employee. The cost of coveralls (or work pants and shirts) and laundering of the same shall be paid by the SFMTA. The employee is responsible for safeguarding coveralls (or work pants and shirts) issued to him/her and will be held responsible for the un-depreciated value of any coveralls lost, stolen, or damaged beyond fair wear and tear. Evidence of forced entry to an employee locker will be grounds for relieving an employee of responsibility for stolen coveralls. Responsibility for losses of individual sets of coveralls (or work pants and shirts) will be determined by the worker's supervisor on a case-by-case basis.
224. No employee in a classification covered by this Agreement shall be required to work in a location where he/she comes in contact with raw sewage or toxic or hazardous chemicals or substances if not provided with protective clothing as deemed appropriate for the purpose by the employee and his/her appointing officer.
225. The SFMTA agrees to provide one clean pair of protective coveralls, bib-overalls, or work pants and shirt each working day to each represented employee in machinist job code. The employee may choose to receive overalls/coveralls or work pants and shirts. The option for bib-overalls, coveralls, or work pants and shirts and laundering of the same shall be paid by the SFMTA. The employee is responsible for safeguarding bib-overalls, coveralls, and/or work pants and shirts issued to him/her and will be held responsible for the un-depreciated value of any issued items lost, stolen, or damaged beyond fair wear and tear. Evidence of forced entry to an employee locker will be grounds for relieving an employee of responsibility for stolen bib-overalls, coveralls or work pants and shirts. Responsibility for loss of individual sets of bib-overalls, coveralls, or work pants and shirts will be determined by the worker's supervisor on a case-by-case basis.

**IV.G. FOUL WEATHER GEAR**

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

**IV.H. MTA TOOL UPGRADE ALLOWANCE**

227. Employees subject to the provisions of IV.I. Tool Insurance shall also be provided with an annual tool upgrade allowance of \$600.00. The tool allowance will be paid annually, in September.

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- 228. To qualify for the tool upgrade allowance an employee must have worked the preceding twelve (12) months in a City department.
- 229. 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.

**IV.I. TOOL INSURANCE**

- 230. The SFMTA agrees to indemnify employees covered under this Agreement for the loss or destruction of the employee's tools and/or tool storage units subject to the following conditions:
  - 231. 1. These provisions shall apply when an employee's tools and/or tool storage units are lost or damaged due to fire or theft by burglary while the tools are properly on SFMTA property, being transported in a SFMTA vehicle, or being used by the employee in the course of SFMTA business;
  - 232. 2. The employee must demonstrate that he/she has complied with all of the tool safekeeping rules required by the SFMTA at the employee's particular work location;
  - 233. 3. Upon approval of this Agreement and prior to any losses, the employee must submit a list of his/her tools and/or tool storage units to his/her appointing officer and the latter must acknowledge and verify said inventory both as to existence of said tools and their necessity as relates to the employee's job duties. Tools and/or tool storage units not enumerated on said list shall not be governed by these provisions.
  - 234. 4. The employee shall be responsible for using all reasonable means to preserve and protect his/her tools and/or tool storage units. Failure to do so shall relieve the SFMTA from any and all obligations under this section. Any employee making false or inaccurate claims under this section shall be subject to disciplinary action by his/her appointing officer.
  - 235. 5. In case of theft, the following procedures shall be followed in perfecting a claim:
    - 236. a. The employee shall submit a written statement made under penalty of perjury of the tools and/or tool storage units stolen to his/her appointing officer, the local police department and the Union.
    - 237. b. The statement must contain the member's name, location and details of loss, date of loss and date reported to the police.
    - 238. c. The statement must be submitted to the parties set forth in subsection (1) immediately above within five (5) days of the loss, unless the employee is on authorized leave, in which case the employee shall have five (5) days from the date of his/her return to report the loss.

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239. 6. In case of damage due to fire, the requirements of subsection "E" above shall be followed with the exception that verified reports need not be filed with the police.
240. 7. The first ten dollars (\$10.00) of any loss shall be borne by the employee. A "Loss" is defined as the total dollar amount of tools and/or tool storage units of the employee lost or damaged in one incident. Approved claims shall be settled by the SFMTA paying to the employee the replacement cost of the tool(s) and/or tool storage units minus ten dollars (\$10.00).
241. 8. The replacement cost for tools and/or tool storage units governed hereunder shall be determined by agreement between the employee or his representative and the employee's appointing officer. Where possible, tools and/or tool storage units shall be replaced by those of the same brand name and model. Any dispute resulting from attempts to determine tool replacement costs shall be submitted to an appropriate grievance procedure for resolution. In instances where the employee has suffered a loss of a substantial number of tools which would jeopardize the employee's ability to perform his/her job duties and if there is a dispute as to tool replacement costs, the employee shall not lose any time from work as a result thereof.
242. 9. The SFMTA, at its own expense, shall arrange with the San Francisco Police Department or another source of its choice to have all tools of the employees marked with identification information. Tools and/or tool storage units which are not so marked or identified shall not be included within the coverage of this Section, and if the SFMTA has not marked the tools, the tools will be covered.

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

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

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

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

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

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

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## **ARTICLE V – SCOPE**

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

### **V.A. SAVINGS CLAUSE**

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

### **V.B. ZIPPER CLAUSE**

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

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

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

### **V.D. DURATION OF AGREEMENT**

252. This Agreement shall be effective July 1, 2014, and shall remain in full force and effect through June 30, 2019.

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IN WITNESS HEREOF, the parties hereto have executed this MOU this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

FOR THE SFMTA

FOR THE UNION

\_\_\_\_\_  
Mike Helms Chief Negotiator  
Acting Employee/Labor Relations Manager

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

\_\_\_\_\_  
Donald E. Ellison  
Director of Human Resources

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

\_\_\_\_\_  
Katharine Porter Chief Labor Attorney

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

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

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

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

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

**LOCKERS**

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

**PARKING**

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

**EMPLOYEE FACILITIES**

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

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

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

Bottled water provided at all fixed locations.

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

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

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

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

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

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

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

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

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

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

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

In an emergency, a supervisor may call-in employees based on the employees' ability to respond to the emergency in a timely manner. Any employee who works overtime in an emergency situation

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

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

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

WOODS:     46 mechanics  
              16 machinists

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

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

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

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

**VACATION BID PROCEDURE AT MUNI**

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

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

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

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

**Cancellation of vacations**

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

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### **Bump procedure and vacation**

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

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

### **SHIFT ASSIGNMENTS AT MUNI**

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

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1. By certification date
  2. By list adoption date
  3. By rank
  4. By the last two digits of the Social Security Number; low (00-99) to high
  5. Where further tie breaking is required, the last three digits, the four digits, etc. will be used as necessary.
- 3b. For informational purposes, the MTA will provide an updated departmental seniority list to the UNION at the beginning of each fiscal year. This list should also include work locations, RDOs, and shift start times.
4. Displacement rights under this Section will be accomplished without payment of overtime.
  5. An employee who exercises a displacement for shifts, days off, work location, or a combination of same cannot be displaced for six (6) months and he cannot exercise another displacement for six (6) months thereafter.
  6. Vacancies will be posted.
  7. In filling vacated jobs, if there is no application for transfer, the SFMTA shall use reverse seniority of qualified employees.

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

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

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

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

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

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

The second situation must be addressed is available vacant assignments that result from a requisition for a new employee. These available assignments shall be posted as per this clarification. If a senior employee wishes to take that new assignment as described above, the newly hired employee will fill the assignment vacated by that senior employee. For the next thirty (30) calendar days, the newly hired employee shall be subject to displacement according

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to the bump procedure. On the thirty-first (31<sup>st</sup>) day of employment, the newly hired employee shall then be “locked” into his present assignment for the remainder of his six (6) month probationary period.

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## **APPENDIX B**

### **EMPLOYEE ASSISTANCE PROGRAM AND PEER COUNSELING PROGRAM**

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

#### **A. OVERVIEW OF EAP PROGRAM**

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

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

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

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

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

Motivating employees to help;

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

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

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

Providing crisis intervention services;

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

Acting as an education and training resource.

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

Establishing a voluntary EAP to compliment the mandatory testing program is intended to encourage employees to seek treatment early and on their own. The EAP will assist employees in obtaining

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information, guidance, and counseling to help them handle their problems before they become a drug testing or disciplinary issue.

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

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

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

**B. ORGANIZATION**

(1) The Joint Labor-Management Committee:

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

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

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

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

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

(2) Substance Abuse Program:

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

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(3) EAP Services:

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

(4) The Peer Assistance System:

(a) Structure:

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

(b) Peer Assistance Oversight Committee:

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

(c) MTA Liaison:

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

(d) Qualifications:

- A SFMTA employee who has previous counseling experience or is interested in peer counseling and is willing to make a two year commitment to pursue training and education toward certification as a drug and alcohol counselor  
OR
- A SFMTA employee who was a former substance abuser who has been clean and sober for a least two years and who continues to participate in a twelve step program  
OR
- A SFMTA employee who has had experience with family members' substance abuse and who had participated in a self-help group for co-dependency  
AND
- A SFMTA employee who is respected by their peers, the union, and the management  
AND
- A SFMTA employee who is committed to the goals of the Peer Assistance Program

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(e) Duties:

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

(f) Staffing:

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

(g) Volunteer Peer Assistants:

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

(h) Functions:

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

(i) Civil Service Commission Approval:

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

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

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

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

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

**E. EDUCATION AND TRAINING**

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

The outside contractor shall review and develop on-going educational and training information on the adverse consequences of substance abuse and the responsibility to avoid being under the influence of alcohol or chemicals at work. Certain training required by the DOT Regulations shall be the responsibility of the Substance Abuse Program.

**F. CONFIDENTIALITY**

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

**G. FUNDING**

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

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## **H. SPECIAL PROVISIONS**

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

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## LETTER OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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#### 4. Supervisor Overtime Wheel

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

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

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

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

“Senior” refers to Departmental Seniority in the Class.

“Shift” is spelled out in the 1414 MOU.

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

Compensation is pursuant to CBA.

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

*Signed on 4/12/06*

\_\_\_\_\_  
Diana Buchbinder, SFMTA                      Date

*Signed on 4/12/06*

\_\_\_\_\_  
Arthur Gonzalez, Local 1414                      Date

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## **SIDE LETTER**

### **REDUCTION IN PAY**

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

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