THIS PRINT COVERS CALENDAR ITEM NO.: 11A

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY

DIVISION: Administration

BRIEF DESCRIPTION:

Adopting and implementing an amendment to the Memorandum of Understanding (MOU) between the San Francisco Municipal Transportation Agency (SFMTA) and the Municipal Executives Association (MEA) setting wages, benefits and working conditions for represented employees for the term July 1, 2024 to June 30, 2031.

SUMMARY:

- San Francisco Charter Section 8A.104(n) provides that the SFMTA shall fix the wages, hours, working conditions, and benefits of its employees in service-critical classifications after meeting and conferring with the employee organizations representing those workers.
- The current MOU between SFMTA and MEA expires on June 30, 2027.
- After good faith negotiations, the parties reached a tentative agreement that achieves for the SFMTA labor stability, and provides the MEA-represented employees with wage increases, protection from layoffs through June 30, 2029, and the creation of an Agency Wide Labor Management Committee.
- The content of the resulting amended agreement and all other required information was publicly disclosed in accordance with Charter Section 8A.104(r) on October 5, 2026.

ENCLOSURES:

1. SFMTAB Resolution
2. Budget Impact Analysis
3. Successor MOU

APPROVALS:		**DATE**
DIRECTOR		October 15, 2026
SECRETARY		October 15, 2026

ASSIGNED SFMTAB CALENDAR DATE: October 20, 2026

PURPOSE

Adopting and implementing an amendment to the Memorandum of Understanding (MOU) between the San Francisco Municipal Transportation Agency (SFMTA) and the Municipal Executives Association (MEA) setting wages, benefits and working conditions for represented employees for the term July 1, 2024 to June 30, 2031.

STRATEGIC PLAN GOALS AND TRANSIT FIRST POLICY PRINCIPLES

This item addresses the following Strategic Plan Goals and Objectives:

Goal 2 – Create a work environment that is responsive, equitable and inclusive.
Goal 3 – Recruit, hire and invest in a diverse workforce.

This item does not directly address any of the Transit First Policy Principles but supports all of them.

DESCRIPTION

The approval of Proposition E by the voters in November 1999 (enacting Charter Section 8A.104) gave the SFMTA the authority to negotiate labor agreements covering wages, hours, working conditions, and benefits with labor organizations representing employees at SFMTA in service-critical classifications, as well as the discretion to utilize the City's MOU with any employee organization representing less than 10% of the SFMTA workforce.

This contract extension covers the wages, hours, working conditions, and benefits for approximately 167 employees in 15 management classes.

The current MOU between SFMTA and MEA expires on June 30, 2027. SFMTA representatives and representatives of MEA negotiated and succeeded in reaching a tentative agreement that was ratified by the MEA membership on September 17, 2026.

The amended agreement is a four-year extension, expiring on June 30, 2031, and includes the following changes from the current MOU:

Topic	Change
Term	Extension to June 30, 2031

Wages	**First Year:** 1% effective January 1, 2028 **Second Year:** 2% effective July 1, 2028 1% effective December 30, 2028 **Third Year:** 2% effective July 1, 2029 1% effective December 29, 2029 **Fourth Year:** 2% effective July 1, 2030 1% effective December 28, 2030 2% effective April 5, 2031 Because of the wage structure of this proposal, no wage deferrals/offramps will be utilized.
Layoffs	No layoffs of any Permanent Civil Service employees through June 30, 2029.
Provisions Set to Sunset	Existing provisions scheduled to sunset shall extend through June 30, 2031.
Labor Management Committee	The parties may establish a San Francisco Municipal Transportation Agency Wide Labor Management Committee, which provides for meeting every other month with an equal number of people from the Union and SFMTA. Either party may bring Agencywide issues directly to this committee. Unresolved issues may be addressed first, by bringing in a mediator, and second, by advancing matters to the Mayor and the Director of Transportation for a non-binding recommended resolution. The Union may advance up to three issues, once per year, to the Mayor and the Director of Transportation.

STAKEHOLDER ENGAGEMENT

The MEA membership ratified the agreement on September 17, 2026.

ALTERNATIVES CONSIDERED

If the Board chooses to reject this agreement, the parties will be without the benefit of an amended MOU ensuring labor stability, and will need to negotiate a successor MOU in 2027.

FUNDING IMPACT

The total cost of the agreement is $9,010,617. The cost to the FY28 Operating Budget is $211,865. The cost to the FY29 Operating Budget is $1,511,146. The cost to the FY30 Operating Budget is $2,844,550. The cost to the FY31 Operating Budget is $4,443,056. Please see Enclosure #2 for a breakdown of costs. Funds are available in the FY28 budget, and will be allocated in the FY29, FY30 and FY31 budgets.

ENVIRONMENTAL REVIEW

On October 1, 2026, the SFMTA, under authority delegated by the Planning Department, determined that the amendment to the MEA MOU to extend through FY31 is not a "project" under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b).

A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors and is incorporated herein by reference.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

The MEA membership ratified the agreement on September 17, 2026.

The City Attorney has reviewed this calendar item.

RECOMMENDATION

Staff recommends that the SFMTA Board adopt the amendment to the Memorandum of Understanding (MOU) between the SFMTA and the Municipal Executives Association (MEA) setting wages, benefits and working conditions for represented employees for the term July 1, 2024 to June 30, 2031.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

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

WHEREAS, The current Memorandum of Understanding (MOU) between SFMTA and Municipal Executives Association (MEA) expires on June 30, 2027; and,

WHEREAS, The SFMTA and MEA negotiated an amendment to the MOU that was ratified by the membership of MEA on September 17, 2026; and

WHEREAS, On October 1, 2026, the SFMTA, under authority delegated by the Planning Department, determined that the amended MOU with MEA is not defined as a "project" under the California Environmental Quality Act (CEQA) pursuant Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b); and,

WHEREAS, A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors, and is incorporated herein by reference; and,

WHEREAS, The amended MOU, which shall be effective July 1, 2024, through June 30, 2031, and all other required information was publicly disclosed in accordance with Charter Section 8A.104(r) on October 5, 2026; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors does hereby adopt an amendment to the MOU between the San Francisco Municipal Transportation Agency and the Municipal Executives Association (MEA) setting wages, benefits and working conditions for represented employees for the term July 1, 2024 to June 30, 2031, and be it further

RESOLVED, The San Francisco Municipal Transportation Agency Board of Directors hereby authorizes the Director of Transportation to make non-substantive ministerial or administrative corrections to the MOU and to execute the MOU.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of October 20, 2026.

_____

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

Enclosure 2 – Budget Impact Analysis – MEA
Tentative Agreement (Total Cumulative Cost; SFMTA Only)
MEA – Additional Cost (Savings)

Subject	Proposed Change	FY 2028	FY 2029	FY 2030	FY 2031
Wages	**First Year:** 1% effective January 1, 2028 **Second Year:** 2% effective July 1, 2028 1% effective December 30, 2028 **Third Year:** 2% effective July 1, 2029 1% effective December 29, 2029 **Fourth Year:** 2% effective July 1, 2030 1% effective December 28, 2030 2% effective April 5, 2031	$211,865	$1,511,146	$2,844,550	$4,443,056
	Total ($)	**$211,865**	**$1,511,146**	**$2,844,550**	**$4,443,056**
	Total (%)	0.5%	3.54%	6.66%	10.41%

MEMORANDUM OF UNDERSTANDING BETWEEN

THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

AND

THE MUNICIPAL EXECUTIVES' ASSOCIATION

JULY 1, 2024 – JUNE 30, 2031

Revised per Amendment #1

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AGREEMENT

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

ARTICLE I: REPRESENTATION

I.A. Recognition

2. The SFMTA acknowledges that the Association has been certified by the Civil Service Commission as the recognized employee representative, pursuant to the provisions set forth in the SFMTA's Employee Relations Operating Resolution for groups TM and TEM as listed in Appendix A.

3. Recognition shall only be extended to individual classes accreted to existing bargaining units covered by this Agreement. Application of this provision shall not extend to bargaining units acquired through affiliations or service agreements. Upon request of the Association the SFMTA will meet and confer concerning proposed changes to bargaining units.

4. Successor job codes resulting from the consolidations or divisions of classes currently represented by MEA shall continue to be subject to this MOU.

5. The SFMTA agrees to recognize the Association as the collective bargaining representative of any job code which constitutes a successor job code to a job code which the Association currently represents. Where there is question as to whether or not a new job code is a successor class, the SFMTA Human Resources shall make the final determination, which shall be appealable pursuant to the Employee Relations Operating Resolution.

6. Issues related to job code descriptions shall be subject to meet and confer process with final review and approval by the Civil Service Commission, not subject to grievance or arbitration.

I.B. Intent

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

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

I.C. No Strike Provision

9. During the term of this Agreement the SFMTA will not lock out the employees who are covered

by this Agreement. This Association and the employees shall not strike, cause, encourage, or condone a work stoppage, slowdown, or sympathy strike during the term of this Agreement.

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

10. Except in cases of emergency involving an imminent or substantial threat to the public health or safety or as otherwise provided in this Agreement, the SFMTA shall give reasonable written notice to the Association of proposed changes directly relating to matters within the scope of representation as specified in Government Code Section 3504.5. The Association shall be provided with the opportunity to meet and confer with regard to any such proposed change should it desire to do so.

11. In cases of emergency when the SFMTA determines that a proposed change as described herein must be adopted immediately without prior notice or meeting with the Association, the SFMTA shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such change.

12. If the Association does not respond within ten (10) working days from the date of mailing of written notification of a proposed change as described in Paragraphs 10 and 11 hereof, the Association shall be deemed to have waived its opportunity to meet and confer on the proposed change.

13. If the Association timely requests the opportunity to meet and confer as provided herein, the SFMTA agrees to meet and confer with the Association over such proposed change or changes within ten (10) days of receipt of such timely request, unless a longer period of time is mutually agreed upon, in order freely to exchange information, opinions and proposals and to endeavor to reach agreement on the proposed change or changes.

I.E. Management Rights

14. Except as otherwise provided herein, in accordance with applicable state law, nothing herein shall be construed to restrict any legal SFMTA rights concerning direction of its work force, or consideration of the merits, necessity, or organization of any service or activity provided by the SFMTA**.**

15. Except as otherwise provided herein, 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.

16. However, the exercise of such rights does not preclude employees from utilizing the grievance procedure to process grievances regarding the practical consequences of any such actions on wages, hours, benefits or other terms and conditions of employment whenever memoranda of understanding providing a grievance procedure are in full force and effect.

I.F. Official Representatives

17. The Association shall furnish to the SFMTA Employee & Labor Relations Division a written list

of Union Representatives with their assigned roles. The Union shall amend the list as needed to ensure that the list is accurate and up to date.

18. The Association may select as many as five (5) members of the Association to attend during regular duty or work hours without loss of compensation, meetings scheduled with the Civil Service Commission, the SFMTA Human Resources, the SFMTA Director of Human Resources, or designee, when such meetings have been scheduled for the purpose of meeting and conferring on matters within the scope of representation affecting such appropriate unit, and to participate in the discussions, deliberations, and decisions at such meetings.

19. Release time shall be provided for MEA representatives to participate in disciplinary meetings, grievance meetings, meet and confer sessions and other labor relations matters with the SFMTA. Release time shall not be withheld unreasonably.

20. In scheduling meetings, reasonable consideration shall be given to the operating needs and work schedules of the particular employee's and representatives' department(s).

21. No representative may leave the duty or work station without specific approval of his supervisor.

22. Representatives shall be responsible for the performance of their work load consistent with release time approved pursuant to rules established herein.

23. The Association shall advise the SFMTA of any changes with its staffing as it relates to representation.

I.G. Association Access

24. The SFMTA shall provide Association reasonable access to all work locations, including employee break areas, to verify compliance with the terms and conditions of this Agreement and to confer with represented employees, provided that such access is subject to the rules and regulations immediately below, as well any rules and regulations agreed to by the City agency or department and the Association.

25. Association agrees that its access to work locations will not disrupt or interfere with SFMTA's mission and services or the work of employees or involve any political activities.

26. Association representatives must identify themselves upon arrival at SFMTA. Association representatives may use SFMTA meeting space with a reasonable amount of advance notice and approval from SFMTA, subject to availability.

27. The SFMTA may require an SFMTA representative to escort Union representatives when the Union representative seeks access to a work area where confidential or secure work is taking place, when the SFMTA would require an escort for other non-employees.

28. Nothing in this Section is intended to disturb existing City agency or departmental Union access policies. Further, City agencies or departments may implement additional rules and regulations after meeting and conferring with the Union.

I.H. SFMTA Labor/Management Committee

29. The parties shall establish an SFMTA Labor/Management Committee with two (2) members from the Union and two (2) members from the SFMTA. Additional members may be invited to a meeting on a case-by-case basis subject to mutual agreement of the parties.

30. Upon request by the Union, the SFMTA Labor/Management Committee shall meet quarterly. By agreement of the parties, the Committee may meet as needed on matters of concern to either party arising during the term of this Agreement, including, but not limited to, grievances and arbitrations, investigations, severances, reassignments, workplace bullying, supervisory differential adjustments, acting assignments, and the SFMTA's use of personal service contracts.

31. The SFMTA and the Union will attempt to agree on dates and agendas in advance so that a reasonable number of topic-appropriate Union and SFMTA representatives may attend. Ten (10) days' notice shall be given by the moving party along with a written proposed agenda. The agenda for each LMC meeting will be determined by management and the Union and will be circulated to LMC members prior to each scheduled meeting. If neither party submits agenda items 10 days before the LMC meeting, the meeting will be canceled.

32. By mutual agreement, the SFMTA Labor/Management Committee may establish sub-committees as needed to consider and recommend solutions to workplace issues and concerns. By mutual agreement, the SFMTA Labor/Management Committee may meet jointly with the Citywide Labor/Management Committee.

33. The parties acknowledge that unless mutually agreed, this Committee, or any established sub-committee, shall not bargain over changes in wages, hours, and working conditions of MEA represented employees.

I.I. Grievance Procedures

34. The following procedures are adopted by the Parties to provide for the orderly and efficient disposition of grievances and are the sole and exclusive procedures for resolving grievances as defined herein.

1. Definition

35. A grievance shall be defined as any dispute which involves the interpretation or application of, or compliance with this Agreement. Grievances may be filed only by the Association. Discipline may not be grieved under this section. In the event that an individual or a group of individuals elect(s) to file a complaint with any governmental agency or court alleging a factual basis which is also the basis of a grievance, the Association agrees that any grievance filed on behalf of the individual(s) will be held in abeyance pending the individual's election of remedies. If an individual or group of individuals elect(s) another remedy the grievance shall be deemed withdrawn.

36. The Association and the City agree that grievances must include the following:

    a. The specific reason or reasons for the grievance, including the date of the incident giving rise to the grievance, an explanation of the harm that occurred, and the name, classification, and department of the affected employee or employees;

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

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

37. The City will return any grievance that does not include the information specified above. The Association may resubmit a new grievance with the missing information, with all dates and other provisions triggered off the new submission date.

38. Written reprimands are not subject to the grievance procedure; provided however, that employees shall be entitled to submit a written rebuttal to any written reprimand within thirty (30) days from the date of the reprimand. The City will attach a timely rebuttal to the reprimand and place it in the employee's official personnel file with the reprimand.

2. Time Limits

39. The time limits set forth herein may be extended or waived by mutual agreement of the parties. Any such agreement must be confirmed in writing. For purposes of calculation of time a "day" is defined as a "calendar day," including weekends and holidays.

40. Any deadline date under this procedure that falls on a Saturday, Sunday or holiday shall be continued to the next business day.

3. Steps of the Procedure

41. Except as otherwise specifically provided, all grievances must be initiated at Step 1 of the grievance procedure. In the event the SFMTA disagrees with the level at which the grievance is filed, the SFMTA may submit the matter to the Step it believes is appropriate for consideration of the dispute. The Step procedures set forth herein may be modified or waived by mutual agreement of the parties. Any such agreement must be confirmed in writing.

<u>NON-EXECUTIVE MANAGEMENT EMPLOYEES</u>

42. Except as otherwise provided in subsection 10, a grievance affecting more than one employee shall be filed at Step 2 with the Appointing Officer. In such event, the Association must provide a list of all employees, their classifications, department and the nature of the grievance, including the specified injuries.

43. An employee shall first attempt to resolve the alleged violation informally with the employee's immediate supervisor.

44. Step 1: If the alleged violation is not resolved informally with the immediate supervisor, the Association will submit the grievance on behalf of the represented employee in writing to the immediate supervisor within thirty (30) calendar days of the date of the occurrence of the act or the date the represented employee might reasonably have been expected to have learned of the alleged violation.

45. The immediate supervisor shall respond in writing within ten (10) days following receipt of the written grievance.

46. Step 2: If dissatisfied with the supervisor's response at Step 1, the Association, on behalf of the individual grievant, may appeal to the Appointing Officer, in writing, within fifteen (15) calendar days of receipt of the Step 1 response. The Appointing Officer may convene a meeting within fifteen (15) days with the grievant and the grievant' s Association representative. The Appointing Officer shall respond in writing within twenty (20) days of the meeting or receipt of the appeal, whichever is later.

47. Step 3: If dissatisfied with the Appointing Officer's response at Step 2, the Association, on behalf of the individual grievant, may appeal to the SFMTA Human Resources Director, in writing, within fifteen (15) days of receipt of the Step 2 response. The SFMTA Human Resources Director, may convene a grievance meeting within fifteen (15) days with the Association and the represented employee. The SFMTA Human Resources Director shall respond to the grievance in writing within twenty (20) days of the meeting or, if none is held, within twenty (20) days of receipt of the appeal.

48. Step 4: If the Association is dissatisfied with the Step 3 response it may appeal by notifying the SFMTA Human Resources Director in writing, within twenty (20) days of the Step 3 decision that arbitration is being invoked. The SFMTA Human Resources Director shall issue a letter referring the Association to the City Attorney's Office. The Association shall contact the City Attorney's Office by letter, copied to the SFMTA Human Resources Director, via US mail, within thirty (30) days of the date of the SFMTA Human Resources Director's letter referring the Association to the City Attorney's Office.

EXECUTIVE MANAGEMENT EMPLOYEES

49. An employee shall first attempt to resolve the alleged violation informally with the employee's immediate supervisor.

50. Step 1: If the alleged violation is not resolved informally with the immediate supervisor, MEA will submit the grievance on behalf of the represented employee in writing to the HR Director or designee, within thirty (30) calendar days of the date of the occurrence of the act or the date the represented employee might reasonably have been expected to have learned of the alleged violation. The Step 1 grievance shall contain a specific description of the basis for the grievance, the resolution desired, and specific reason(s) for rejecting the lower step response and advancing the grievance to the next step. The HR Director or designee may convene a meeting withing fifteen (15) days with the grievant and the grievant' s MEA representative. The HR Director or designee shall respond in writing within twenty (20) days of the meeting or receipt of the appeal, whichever is later.

51. Step 2: If the MEA is dissatisfied with the Step 1 response it may appeal by notifying the SFMTA HR Director, in writing, within twenty (20) days of the Step 1 decision, that arbitration is being invoked. The HR Director shall issue a letter referring MEA to the City Attorney's Office. The MEA shall contact the City Attorney's Office by letter, copied to the HR Director, via US mail, within (30) days of the

date of the HR Director's letter referring MEA to the City Attorney's Office. If the MEA fails to contact the City Attorney's Office withing thirty (30) days of that letter, the grievance is deemed withdrawn.

52. Notwithstanding the MEA's appeal to arbitration, the HR Director may, within 15 days of the appeal, schedule a settlement meeting with the MEA.

FOR ALL ARBITRATIONS

4. Selection of the Arbitrator

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

5. Authority of the Arbitrator

54. The arbitrator shall have no authority to add to, ignore, modify or amend the terms of this Agreement.

6. Fees and Expenses of Arbitrator

55. The fees and expenses of the Arbitrator and court reporter shall be shared equally by the Association and the SFMTA. Mutual agreement is required for payment of fees when either party is requesting a Court Reporter. Transcripts shall not be required. If a party requests a transcript, that party shall be solely responsible for the cost.

7. Hearing Dates and Date of Award

56. Hearings shall be scheduled within forty-five (45) days of selection of an arbitrator. Awards shall be due within forty-five (45) days following the receipt of closing arguments.

8. Monetary Relief

57. Any claim for monetary relief shall not extend more than twenty (20) days prior to the filing of a grievance, unless considerations of equity or bad faith justify a greater entitlement.

9. Failure to Respond

58. Except as otherwise provided herein, a grievance shall be void in the event a grievance is not initiated or appealed through the steps in accordance with the time periods set forth above. Failure of the SFMTA to timely reply to a grievance shall authorize appeal to the next grievance step.

10. Immediate Dispute Resolution

59. In the event there is a dispute regarding the interpretation or application of this Agreement that imminently affects the Association or a substantial number of members represented by the Association, and that will result in harm for which monetary relief would be an insufficient remedy,

either the SFMTA or the Association may request suspension of the grievance process as described in section 3 of this Section and proceed to immediate dispute resolution discussions with the Director of Employee Relations. The Director shall schedule and conclude discussions within twenty (20) days of receipt of a written request by either party and the action triggering the request for immediate dispute resolution may be stayed upon mutual agreement.

60. Should the dispute still not be resolved it may be submitted directly to an arbitrator selected in accordance with the procedure detailed below.

61. If the parties cannot otherwise agree, an arbitrator shall be selected by the parties from an arbitrator provided in Appendix B. The first arbitrator, selected at random by the parties, available within a two week period shall be selected.

62. There will be no post-hearing briefs in an immediate arbitration unless such briefs are requested by the arbitrator.

63. This section may not be invoked for disciplinary grievances.

11. Petitions to Compel Arbitration

64. The prevailing party in any petition to compel arbitration shall be awarded reasonable attorneys' fees and costs.

I.J. Union Security

1. Authorization for Payroll Deductions

65. The Union shall submit any request to initiate, change, or cancel deductions of Contributions from represented employees' pay according to the Controller's "Union Deductions Procedure" ("Procedure"), which the Controller may amend from time to time with reasonable notice to the Union. "Contributions" as used in this Section I.J. means Union membership dues, initiation fees, premiums for Union-sponsored insurance programs, political action funds, other contributions, and any special membership assessments, as established and as may be changed from time to time by the Union.

66. The City shall deduct Contributions from a represented employee's pay upon submission by the Union of a request, in accordance with the Procedure. The Procedure shall include, and the Union must provide with each request, a certification by an authorized representative of the Union, confirming that for each employee for whom the Union has requested deduction of Contributions, the Union has and will maintain a voluntary written authorization signed by that employee authorizing the deduction. If the certification is not properly completed or submitted with the request, the City shall notify the Union, and make the requested deduction changes only upon receipt of a proper certification.

67. The Procedure is the exclusive method for the Union to request the City to initiate, change, or cancel deductions for Contributions.

68. The City shall implement new, changed, or cancelled deductions the pay period following the receipt of a request from the Union, but only if the Union submits the request by noon on the last Friday of a

pay period. If the Controller's Office receives the request after that time, the City will implement the changes in two following pay periods.

69. If an employee asks the City to deduct Contributions, the City shall direct the employee to the Union to obtain the Union authorization form. The City will not maintain a City authorization form for such deductions. If a represented employee hand delivers the official Union form authorizing such deductions to the Controller's Payroll Division, the City shall process the authorization and begin the deduction within thirty (30) days. The City will send the Union a copy of any authorization form that it receives directly from a represented employee.

70. Except as otherwise provided in this subsection 1, each pay period, the City shall remit Contributions to the Union, after deducting the fee under San Francisco Administrative Code Section 16.92. In addition, the City will make available to the Union a database that includes the following information for each represented employee: name; DSW number; classification; department; work location; work, home, and personal cellular telephone number; personal email address if on file with the City; home address; and any Contribution amount deducted.

71. Except as otherwise provided in this subsection 1, the City shall continue to deduct and remit Contributions until it receives notice to change or cancel deductions from the Union in accordance with the Procedures, or it receives an order from a court administrative body directing the City to change or cancel the deductions for one or more employees.

72. With the exception of subsection (e) above, the Union is responsible for all decisions to initiate, change, and cancel deductions, and for all matters regarding an employee's revocation of an authorization, and the City shall rely solely on information provided by the Union on such matters. The City shall direct all employee requests to change or cancel deductions, or to revoke an authorization for deductions, to the Union. The City shall not resolve disputes between the Union represented employees about Union membership, the amount of Contributions, deductions, or revoking authorizations for deductions. The City shall not provide advice to employees about those matters, and shall direct employees with questions or concerns about those matters to the Union. The Union shall respond to such employee inquiries within no less than 10 business days.

2. Indemnification

73. Except where prohibited by state or federal law, the Union shall indemnify, hold harmless, and defend the City against any claim, including but not limited to any civil or administrative action, and any expense and liability of any kind, including but not limited to reasonable attorney's fees, legal costs, settlements, or judgments, arising from or related to the City's compliance with this Section I.J. The Union shall be responsible for the defense of any claim within this indemnification provision, subject to the following: (i) the City shall promptly give written notice of any claim to the Union, (ii) the City shall provide any assistance that the Union may reasonably request for the defense of the claim; and (iii) the Union has the right to control the defense or settlement of the claim; provided, however, that the City shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense; and provided further that the Union may not settle or otherwise resolve any claim or action in a way that obligates the City in any manner, including but not limited to paying any amounts in settlement, taking or omitting to take any actions, agreeing to any policy change on the part of the City, or agreeing to any injunctive relief or consent decree being entered against the City without the consent of the City. This duty to indemnify, hold

harmless, and defend shall not apply to actions relating to compliance with this Section I.J. brought by the Union against the City. This subsection 2 shall not apply to any claim against the City where the City failed to process a timely, properly completed request to change or cancel a Contribution deduction, as provided in subsection 1.

ARTICLE II: EMPLOYMENT CONDITIONS

II.A Non-Discrimination

74. The SFMTA and the Union agree that discriminating against or harassing employees, applicants, or persons providing services to the SFMTA by contract because of their actual or perceived race, color, creed, religion, sex/gender, national origin, ancestry, physical disability, mental disability, medical condition (associated with cancer, a history of cancer, or genetic characteristics), HIV/AIDS status, genetic information, marital status, age, political affiliation or opinion, gender identity, gender expression, sexual orientation, military or veteran status, or other protected category under the law, is prohibited. This paragraph shall not be construed to restrict or proscribe any rules, policy, procedure, order, action, determination or practice taken to ensure compliance with applicable laws. This provision is not subject to the grievance procedure.

1. Americans with Disabilities Act

75. The parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of Federal, State and local disability anti-discrimination statutes and the Fair Employment and Housing Act. The parties further agree that this Agreement shall be interpreted, administered and applied so as to respect the legal rights of the parties. The SFMTA reserves the right to take any action necessary to comply therewith. This provision is not subject to the grievance procedure.

2. Family Medical Leave Act

76. The SFMTA acknowledges its obligation to comply with the provisions of the Family Medical Leave Act and the California Family Rights Act. This provision is not subject to the grievance procedure.

3. Meyers-Milias-Brown Act

77. Neither the City nor the Association shall interfere with, intimidate, restrain, coerce or discriminate against any employee because of the exercise of rights granted pursuant to the Meyers-Milias-Brown-Act.

II.B. Probationary Period for Employees in Permanent Civil Service Positions

78. The final and most important phase of the selection process is the probationary period. The probationary period is used to evaluate the performance of an employee in the position to which appointed

79. The Civil Service Commission defines and requires probationary periods. The probationary period for new employees in all classifications represented by the Association shall be 2080 regularly scheduled hours worked, including legal holiday pay (LHP). The probationary period for an employee appointed to a promotive position shall be 1040 regularly scheduled hours worked, including LHP.

80. The probationary period for all other appointments, shall be 520 regularly scheduled hours worked, including LHP. This provision includes any employee appointed permanently to a class in which the employee has served the equivalent of the probationary period as a provisional, temporary or

permanent exempt employee. To qualify, the prior service must be continuous and in the same department as the permanent appointment. If an employee is returned to duty in the same department from which the employee was laid off, the employee shall serve the remainder of any probationary period as set forth in Civil Service Rule 417.3.2.

81. The Association agrees that the probationary period may be extended for up to 2080 hours by a written mutual agreement between the Appointing Officer and a represented employee. After such agreement is reached, the SFMTA will provide notice of the agreement to the Association.

82. The SFMTA will notify the Association when it releases a represented employee from probation.

83. Probationary employees should receive:

    a.) An initial meeting to review the expectations and goals for the position;
    b.) Regular check-ins with a supervisor to provide feedback on performance; and
    c.) Performance appraisals at both the midpoint and the conclusion of the probationary period.

II.C. Discipline

84. Discipline shall continue to be implemented pursuant to San Francisco Charter Section A8.341 and A8.342. However, pursuant to Charter Section A8.341 (b), the Association and the SFMTA agree to modify the disciplinary rights provided in those sections as follows:

<u>Rights of Permanent Civil Service Employees</u>

85. All discipline shall be for just cause.

    A permanent civil service employee subject to suspension or discharge, shall be entitled, prior to the imposition of that suspension or discharge, to a Skelly meeting and to the following:

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

    The employee's department shall provide a copy to the Association of all the materials provided to the employee.

87. A management representative who is not the employee's immediate supervisor or part of the investigative process shall preside over the Skelly meeting.

88. The SFMTA shall provide the Skelly decision to the Association within two (2) weeks of the Skelly meeting. The SFMTA may request an extension of up to thirty (30) calendar days from the Association to comply with this provision.

89. Eligible, represented employees may appeal disciplinary suspensions, demotions and terminations to a hearing officer selected from Appendix B. The hearing officer shall be mutually selected pursuant to the striking procedure set forth in Article I.H.4. If no appeal is available, the employee will be provided

the opportunity to respond in writing, with such response maintained in the employee's personnel file. An employee who requests the opportunity for a "name clearing hearing" before the Appointing Officer or designee is entitled to a response to the request within five (5) working days of the employee's request. An employee who has had a name clearing hearing is not entitled to appeal the termination.

(1) The employee must file the request with the Appointing Officer within five (5) working days of the receipt of the written notice of separation.

(2) At the hearing, the employee may be represented by a representative of the employee's choosing.

Representation of Permanent Civil Service Employees

90. If a permanent civil service employee has designated MEA to provide representation in the disciplinary process, MEA shall be notified of the identity of the Skelly Officer and receive all the materials used to support the disciplinary actions. After the discipline decision, the City shall also provide MEA with the Skelly Officer's report. MEA will also receive any written recommendation from the Skelly hearing officer to the appointing officer. As to such disciplinary action, an employee may respond in writing, and such response will be maintained in the employee's personnel file, if the Appointing Officer imposes suspension or termination.

91. For complex cases, the MEA may request from the SFMTA an additional fourteen (14) calendar days to prepare, and the SFMTA will grant the request unless there are extraordinary circumstances.

92. The Skelly notice packet shall include:

- proper pagination;
- the specific rule or policy allegedly violated, the factual basis, and the "cause for discipline" for each violation;
- all documents relied upon by the official proposing discipline; and
- a limit on duplicity of exhibits by referencing the same supporting documentation where necessary (i.e. "refer back to Exhibit 7") unless there are extraordinary circumstances where it is necessary to include an exhibit more than once.

93. This provision is not grievable.

94. The fees and expenses of the hearing officer shall be shared equally by the Association and the SFMTA. Transcripts shall not be required, except that either party may request a transcript, provided, however, that the party making such a request shall be solely responsible for the cost, unless otherwise agreed. Direct expenses of the hearing officer shall be borne equally by the parties.

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

Expedited Arbitration

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

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

98. Each party shall bear its own expenses in connection with the expedited arbitration. All fees and expenses of the arbitrator shall be shared equally by the parties.

99. In the event that an expedited arbitration hearing is canceled resulting in a cancellation fee, the party causing the cancellation shall bear the full cost of the cancellation fee, unless a mutually agreed upon alternative is established.

Personnel Files

100. Materials relating to disciplinary actions for conduct which is three (3) or more years old shall not be used for the basis of future discipline, provided there has been no reoccurrence of the same or similar conduct upon which the discipline was based. At the request of the employee or MEA, materials related to disciplinary actions which are three (3) or more years old shall be sealed to the extent permissible by law, provided that there has been no reoccurrence of the conduct on which the discipline was based during that period. The envelope containing the sealed documents will be retained in the employee's personnel file and may only be opened for the purpose of assisting the City in defending itself in legal or administrative proceeding, or as otherwise required by federal, state, or local law. An employee or MEA may request sealing prior to the end of the three year period.

101. There shall be one (1) official personnel file. Supervisors' informal notes and records relating to their supervisory responsibilities shall not be maintained any longer than necessary for supervision and evaluation purposes. After such time, such notes and records shall either (1) be made a part of the official personnel file or (2) destroyed, subject to applicable law.

102. With the written permission of the employee, a representative of the Association may review the employee's personnel file when in the presence of a departmental representative and obtain copies of the contents upon request.

103. Employees may cause to be placed in their personnel files materials reasonably related to their assigned job duties.

104. An employee shall have the opportunity to review, sign and date any adverse material to be included in the employee's personnel file except routine matters chronicling job and pay changes.

105. The employee may attach a response to adverse material within 30 days of receipt of such material.

Investigative Interviews

106. An employee may designate MEA to represent the employee during an investigative interview when the employee is the subject of the investigation. This provision includes EEO, Whistleblower or departmental disciplinary investigations. The department that conducts the investigation will issue a written notification to MEA (if designated as the representative by the employee) advising of the outcome of EEO and/or disciplinary investigations within thirty (30) days of completing the investigation. In the case of Whistleblower investigations, the Whistleblower units of the Controller's office will notify the Association when the investigation has been completed.

107. The department will use best efforts to notify the Association of the identity of the investigator(s) conducting the investigation at the time the interview is scheduled and will notify the Association if the identity of the investigator changes.

108. If the interview is held remotely and if the employee notifies the department at least five (5) days before the interview that the employee does not have the essential equipment/software set-up and confidential location to participate in the interview, the department will arrange the essential equipment or confidential location. If the interview is held in person, the department will ensure that it is held in a location that ensures the confidentiality of the identity of the employee being interviewed.

109. No action to impose discipline against an employee shall be initiated more than thirty (30) days from the date the City knew 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 that is documented in the employee's personnel file or was the subject of a prior unsealed disciplinary action.

110. An employee who has been placed on Paid Administrative Leave pursuant to Administrative Code section 16.17 will be returned to duty at the conclusion of the authorized leave unless subject to discipline or by mutual agreement.

II.D. Prop F and Temporary Exempt

111. The Deputy Director of Human Resources agrees to work with the divisions to ensure proper utilization of Proposition F and temporary exempt ("as needed") employees when such positions would more appropriately or efficiently be filled by permanent employees. In addition, the SFMTA will work with the Department of Human Resources who will inform employees on the holdover list how to sign up for notice of recruitments for exempt positions in their classifications.

II.E. Advance Notice to MEA on Personal Service Contracts

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

113. If MEA wishes to meet with the SFMTA over a proposed personal services contract, the union must make its request to SFMTA Labor Relations within two weeks after the union's receipt of SFMTA's notice. The parties may discuss possible alternatives to the contracting or subcontracting and whether the SFMTA staff has the expertise and/or facilities to perform the work. Upon request by MEA, the SFMTA shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.

114. In order to ensure that the parties are fully able to discuss their concerns regarding particular proposed contracts, the SFMTA agrees that it will take all appropriate steps to ensure that parties (excluding the Board of Supervisors) who are responsible for the contracting-out decision(s) are present at the meeting(s) referenced in the preceding paragraph.

115. The SFMTA agrees to provide MEA with notice(s) of departmental commissions and Civil Service Commission meetings during which proposed personal services contracts are calendared for consideration, where such services could potentially be performed by represented classifications.

II.F. Fingerprinting

116. When an employee must be fingerprinted as a condition of employment, the SFMTA shall provide such fingerprinting services at no cost to the employee.

II.G. Indemnification and Defense of SFMTA Employees

117. The SFMTA shall defend and indemnify an employee against any claim or action against the employee on account of any act or omission in the scope of the employee's employment with the SFMTA, in accord with, and subject to, the provisions of California Government Code Sections 825 et seq. and 995 et seq.

II.H. Ethics and Reporting Obligations

118. Each employee is responsible for reviewing and complying with SFMTA and State ethics obligations and policies. This responsibility includes filing a Statement of Economic Interest ("SEI", also known as Form 700) if required for the employee's position, and completing all required ethics trainings.

119. The SFMTA will advise employees who are required to file an SEI of this requirement in their job offer letters, at the time of appointment, and before each annual filing deadline. The SFMTA will issue new employees a copy of the SFMTA Statement of Incompatible Activities during the onboarding process.

120. SEIs are public records and subject to disclosure.

121. The SFMTA will provide employees training on their ethics obligations during work time, including an instructor-led training at least annually.

II.I. Involuntary Reassignments

122. Except in cases of emergency need, SFMTA shall provide at least fourteen (14) calendar days' notice of a reassignment to any bargaining unit member prior to the implementation date. Notice of reassignments shall be provided to the Association at the same time the employee is noticed. When

said notice cannot be given, the employee will be informed of the change and the circumstances that required the SFMTA to provide less than fourteen (14) working days' notice as soon as possible. Reassignment includes a significant change of job duties, change of work location, or change of work schedule.

123. Should the SFMTA fail to provide notice, the Association may grieve that issue. The decision to reassign a bargaining unit member shall not be subject to the grievance procedure.

II.J. Secondary Employment Appeals

124. The following Civil Service Rules are identified for reference only. The SFMTA makes no assurance that these are the only applicable rules. Represented employees are encouraged to discuss their secondary employment questions with their human resources representatives prior to undertaking secondary employment.

Civil Service Rules, Volume IV:

Sec 405.12.4 - Other Matters

Sec 418.1 - Charter Restriction

Sec 418.2 - Additional Employment

Sec 418.3 - Activities as Independent Contractor Performing Services for the City

Sec 418.4 – MTA Director of Transportation/Designee to Act on Requests

Sec 418.5 - Activities Other Than Employment Where Income, Profit, or Other Gain is or May be Accrued

ARTICLE III: PAY, HOURS AND BENEFITS

III.A. Wages

125. Represented employees will receive the following base wage increases:

126. Effective July 1, 2024, represented employees shall receive a 1.5% wage increase.

127. Effective January 4, 2025, represented employees shall receive a 1.5% wage increase.

128. Effective June 30, 2025, at close of business, represented employees shall receive a 1% wage increase.

129. Effective July 1, 2025, represented employees shall receive a 1% wage increase.

130. Effective January 3, 2026, represented employees shall receive a 1.5% wage increase.

131. Effective June 30, 2026, at close of business, represented employees shall receive a 2% wage increase.

132. Effective January 2, 2027, represented employees shall receive a 2% wage increase.

133. Effective June 30, 2027, at close of business, represented employees shall receive a 2.5% wage increase.

134. Effective the pay period beginning January 1, 2028, employees will receive a 1% wage increase.

135. Effective the pay period beginning July 1, 2028, employees will receive an additional 2% wage increase.

136. Effective the pay period beginning December 30, 2028, employees will receive an additional 1% wage increase.

137. Effective the pay period beginning July 1, 2029, employees will receive an additional 2% wage increase.

138. Effective the pay period beginning December 29, 2029, employees will receive an additional 1% wage increase.

139. Effective the pay period beginning July 1, 2030, employees will receive an additional 2% wage increase.

140. Effective the pay period beginning December 28, 2030, employees will receive an additional 1% wage increase.

141. Effective the pay period beginning April 5, 2031, employees will receive an additional 2% wage increase.

142. Because of the wage structure of this proposal, no wage deferrals/offramps will be utilized.

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

III.B. SFMTA Salary Plan

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

145. Scheduled Salary Progress in Range A. Subject to the other provisions of this Section, employees placed in SFMTA in Range A will receive a five percent (5%) increase in pay on their anniversary date (anniversary date for their pre-SFMTA class, if applicable, or else their employment anniversary date). Salary progression under this paragraph is not available for employees placed in Ranges B or C.

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

147. Range A, B, and C Placement. Subject to the approval from the Director of Transportation, or designee, new or incumbent employees may be placed at any rate in Range A or B. Subject to the approval from the Controller, the Director of Transportation may request that new or incumbent employees be placed at a rate of pay in range C.

148. Appointments into range A, B, and C shall be consistent with the Fair Pay Act, which includes performance and merit, education and training, experience, and seniority.

149. Where appropriate, approval shall be time-limited.

150. Placement into Ranges B and C is not grievable or appealable.

151. SFMTA shall inform managers who self-submitted and were not approved for an adjustment the reason their submission was not approved.

Rules Applicable to all Employees in the MTAM.

152. Supervisory differential, night duty, and acting assignment pay shall be administered according to traditional practices.

153. For employees who supervise an employee in a lower classification, supervisory differential shall be measured from the supervisee's actual rate of pay or the top of Range A, whichever is higher.

154. Where an employee in an MTAM class supervises at least one other employee in the same MTAM class, and satisfies the other contractual requirements for supervisory differential, and the supervisor's base rate of pay is less than 5% above the base rate of pay of the highest paid supervisee, the supervisor shall receive up to an additional 5% as necessary to ensure that the supervisor is paid 5% more than the employee the supervisor supervises.

155. Compensation for MTAM classes shall not exceed the top of Range C, except upon approval of the Director of Transportation for classes in which exceeding the top of Range C is necessary to ensure a 5% differential in pay between a supervisor and the employee(s) the supervisor supervises, in which case all other contractual requirements for supervisory differential must be satisfied.

Non-SFMTA M Eligible Employees – Extended Range Premium

156. Subject to approval from the Director of Transportation, or designee, new or incumbent employees may be placed at Steps 1 through 9.

157. Appointments into Steps 1 through 9 shall be consistent with the Fair Pay Act, which includes performance and merit, education and training, experience, and seniority.

158. SFMTA shall inform managers who self-submitted and were not approved for an adjustment the reason their submission was not approved.

159. Employees shall receive annual step increases on their anniversary date for Steps 1 through 5. Salary Progression under this paragraph is not available for Steps 6 through 9.

160. When appropriate, approval for appointment to Steps 6 through 9 shall be time-limited.

161. Placement at Steps 6 through 9 is not subject to the grievance procedure or otherwise subject to appeal.

MTAM Range B and Steps 6 through 9 Administration Pilot Program

162. Effective July 1, 2024, SFMTA shall establish a pilot program for the administration of salary into Range B or Steps 6 through 9 for new and current incumbents. All represented classifications eligible for the former MTAM Post-Appointment Adjustment Program may participate in the Pilot Program.

163. SFMTA shall track all appointments into ranges A, B, and C in Fiscal Year 2024-2025 and shall provide quarterly updates to MEA of the amount of the adjustment and the recipient.

164. No later than December 13, 2026, the SFMTA shall provide MEA with a report of compensation for all employees on July 1, 2026 and on December 1, 2026.

165. The SFMTA and MEA shall meet to discuss the definition of "time-limited".

166. Salary Adjustment Review Committee. A Committee consisting of the Director of Transportation (or designee), the Controller (or designee), and a designated representative of MEA shall meet annually over the term of the contract to review the utilization of Range B for MTAM classifications and Steps 6 through 9 for non-MTAM classifications, and the utilization of the former MTAM Post-Appointment Program for Range B and Range C. The Committee shall review for fairness, equity, transparency, and compliance with merit principles. In preparation of the annual review process, the SFMTA shall provide MEA with a report with the current compensation for all employees at the end of each fiscal year and how it compares to their compensation at the beginning of the fiscal year. SFMTA and MEA will discuss with Division Directors any findings of inequity or misuse of these compensation ranges.

167. MEA and SFMTA's Right to Return to Former MTAM Post-Appointment Adjustment Program After One (1) Year:

168. No earlier than July 1, 2025 and no later than August 30, 2025, MEA or SFMTA may elect to revert back to the former MTAM program. If MEA or SFMTA exercises its right to revert back to the former MTAM program, all aspects of the former program shall resume. The deadline for self-submissions shall be in October 2025, with Division Director submissions one (1) month thereafter. The amount allocated shall be 0.25% of MEA payroll for ongoing wage increases and 1.00% of its MEA payroll for one-time, lump sum bonuses. The parties shall meet to resolve the suspension of the pilot.

169. In the event that less than 0.5% of MEA payroll in Range B and C wage adjustments are implemented in Fiscal Year 2024-2025, MEA may reopen the MOU no later than August 30, 2025, in regards to the funding and requirements to spend those funds for Range B and C post-appointment adjustments. In the event that less than 0.5% of MEA payroll in Range B and C wage adjustments are implemented in Fiscal Year 2025-2026, MEA may reopen the MOU no later than August 30, 2026, in regards to the funding and requirements to spend those funds for Range B & C post-appointment adjustments. The parties agree that Arbitrator David Weinberg will retain jurisdiction for impasse resolution procedures.

Rights Neutrality

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

III.C. Performance Appraisals

171. When a represented employee receives a performance appraisal with which the employee disagrees, the employee shall be afforded thirty (30) days to respond to the appraisal in writing. Such response shall be appended to the performance appraisal and maintained in the employee's file.

172. Nothing in this section III.C. shall make performance appraisals or plans subject to the grievance procedure.

III.D. Acting Assignment Pay

173. 1. The Appointing Officer assigns duties to employees covered by this Agreement. Represented employees assigned by the Appointing Officer or designated to perform the full range of essential functions of a position in a higher job code shall receive compensation at a higher salary if all of the following conditions are met:

a. The assignment shall be in writing.

b. The position to which the employee is assigned must be a budgeted position.

c. The employee is assigned to perform the duties of a higher job code for longer than ten (10) consecutive working days.

174. 2. Upon written approval by the Appointing Officer, a represented employee shall be paid a 7.5% adjustment as long as it does not exceed the maximum range of the class to which temp is ordinarily assigned. If the assignment continues for ninety (90) days or more, the assigned employee shall be compensated at the same rate of pay of the most recent incumbent in the position. The adjustment shall be retroactive to first day of the assignment. Premiums based on percent of salary shall be paid at a rate which includes out of class pay.

175. 3. Requests for job code review shall not be governed by this provision.

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

177. 5. Acting Assignment Exception:

An employee who believes the employee has been assigned to perform the full range of essential functions of a higher classification even though the Acting Assignment criteria have not been met shall be entitled to file a claim for acting assignment pay with the Appointing Officer. The Appointing Officer must respond to the claim, in writing, within 30 days. If the claim is denied, and the Union wishes to file a grievance, such grievance must be filed through Section I.H. of this Agreement. Back pay shall be limited to the date the employee's claim was filed with the Appointing Officer.

III.E. Supervisory Differential Adjustment

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

179. 1. The supervisor, as part of the regular responsibilities of the supervisor's class, supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or subordinates.

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

181. 3. The organization is a permanent one approved by the Appointing Officer, Board or Commission, where applicable, and is a matter of record based upon review and investigation by the SFMTA Department of Human Resources.

182. 4. The job codes of both the supervisor and the subordinate are appropriate to the organization and have a normal, logical relationship to each other in terms of their respective duties and levels of responsibility and accountability in the organization.

183. 5. The compensation range of the supervisor is less than 5% over the compensation range, exclusive of extra pay (except Extended Ranges such as those in the Local 21 MOU), of the employee supervised. In determining the compensation schedule of a job code being paid a flat rate, the flat rate will be converted to a bi-weekly rate and the compensation schedule the top step of which is closest to the flat rate so converted shall be deemed to be the compensation schedule of the flat rate job code.

184. 6. The adjustment of the compensation of the supervisor shall be 5% over the compensation exclusive of extra pay, of the employee supervised. During the term of this agreement, the adjustment to the compensation of the supervisor under this section shall be calculated on the hourly rate of the supervisee effective prior to any concessionary reduction.

185. 7. If the application of this section adjusts the compensation of an employee in excess of the employee's immediate supervisor, whose class is covered by this agreement the pay of such immediate supervisor shall be adjusted to an amount $100.00 bi-weekly in excess of the base rate of the supervisor's highest paid subordinate, provided that the other applicable conditions of this section are also met.

186. 8. In no event will the Appointing Officer approve a supervisory salary adjustment in excess of 10% over the supervisor's current basic compensation. If in the following fiscal year a salary inequity continues to exist, the Appointing Officer may again review the circumstances and may grant an additional salary adjustment not to exceed 10%.

187. 9. The SFMTA Human Resources Department may review any changes in the conditions or circumstances that were and are relevant to the request for salary adjustment under this section.

III.F. IT Supervisory Adjustment

188. Where an employee in class 1071 supervises one or more other employee in class 1071, the supervisor shall receive up to an additional 5% above the supervisor's base rate of pay as necessary to ensure that the supervisor is paid 5% more than the employee the supervisor supervises.

III.G. Adjustments

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

190. An employee who has completed the probationary period in a promotive appointment that is two or more steps higher in an occupational series than the permanent position from which promoted and who is subsequently laid off and returned to a position in an intermediate ranking job code shall receive a salary based upon actual permanent service in the higher job code, unless such salary is less than the employee would have been entitled to if promoted directly to the intermediate job code.

191. Further increments shall be based upon the increment anniversary date that would have applied in the higher job code.

192. An employee who has completed the probationary period in an entrance appointment who is laid off and is returned to a job code formerly held in a permanent basis shall receive a salary based on the highest salary for that range, provided that salary does not exceed his salary before layoff.

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

salary step in the salary grade for the job code closest to, but not below, the prior salary amounts, provided that salary shall not exceed the maximum of the salary grade.

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

1. Appointments

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

a. Promotive Appointment in a Higher Class

195. An employee or officer who is a permanent appointee following completion of the appropriate probationary period or equivalent hours and who is appointed to a position in a higher job code, either permanent or temporary, deemed to be promotive shall have the employee's salary adjusted to that step in the promotive class as follows:

196. 1. The employee shall receive a salary step in the promotive class which is closest to an adjustment of seven and one-half percent (7.5%) above the salary received in the class from which promoted. The proper step shall be determined in the bi-weekly compensation grade and shall not be above the maximum of the salary range of the promotive class.

197. 2. For purposes of this Section, appointment of an employee to a position in any class with a higher salary grade shall be deemed promotive.

b. Non-promotive Appointment

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

c. Appointment Above Entrance Rate

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

d. Flat Rate Converted to Salary Range

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

e. Continuation of Salary Step Earned Under Temporary Appointment

201. When an employee is promoted under temporary appointment to a higher job code during a prior fiscal year and is continued in the same job code without a break in service in the current fiscal

year, or is appointed to a permanent position in the same job code, such appointment shall be in accordance with the provisions of this MOU, provided that the salary shall not be less than the same step in the salary grade the employee received in the immediately prior temporary employment.

2. Step Increases

Advancement Through Salary Steps

202. Except as otherwise provided herein, full-time employees shall advance to each successive step upon satisfactory completion of one (1) year continuous service. Part-time regularly scheduled employees appointed on or after July 1, 2014, shall advance to the second step upon satisfactory completion of 2080 continuous hours of paid service, and to each successive step upon completion of 2080 continuous hours of paid service. An employee's performance shall be deemed satisfactory, solely for the purpose of this provision, unless the City has provided the employee with a performance evaluation, written reprimand, or performance improvement plan reflecting the need for performance improvement in the one year period before the anniversary date.

Salary Anniversary Date Adjustment

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

3. Compensation Upon Transfer or Reemployment

a. Transfer

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

b. Reemployment in Same Job Code Following Layoff

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

III.I. Methods of Calculation

206. Monthly. An employee whose compensation is fixed on a monthly basis shall be paid monthly or bi-weekly in accordance with State Law or other applicable provision. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

207. Bi-Weekly. An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for the employee's position for work performed during the bi-weekly payroll period. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

208. Per Diem or Hourly. An employee whose compensation is fixed on a per diem or hourly basis shall be paid the daily or hourly rate for work performed during the bi-weekly payroll period on a bi-weekly pay schedule. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

209. Weekly. An employee whose compensation is fixed on a weekly basis shall be paid bi-weekly for work performed during the bi-weekly payroll period. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

210. Conversion of Annual or Monthly Rates to Bi-Weekly Rates. When rates of compensation provided on an annual or monthly basis are converted to bi-weekly rates for payroll purposes and the resulting amount involves a fraction of a cent, the converted bi-weekly rate shall be adjusted to eliminate such fraction of a cent on the following basis:

211. a. A fraction of less than one-half (1/2) shall be dropped and the amount reduced to the next full cent.

212. b. A fraction of one-half (1/2) or more shall be increased to the next full cent.

213. Daily Rates for Monthly and Bi-Weekly Employees. A day's pay shall be determined by dividing the number of work days in a normal work schedule in a monthly payroll period (including specified holidays) into the monthly salary established for the position, or the amount of a day's pay shall be 1/10th of the compensation of a normal work schedule in a bi-weekly period (including specified holidays).

214. Conversion to Bi-Weekly Rates. Rates of compensation established on other than bi-weekly basis may be converted to bi-weekly rates by the Controller for payroll purposes.

III.J. Work Schedules

1. Regular Work Schedules

215. Regular Work Day. Unless otherwise provided in this Agreement, a regular workday is a tour of duty of eight (8) hours of work completed within not more than twenty-four (24) hours.

216. Regular Work Week. The Appointing Officer shall determine the work schedule for employees in the Appointing Officer's department. A regular work week is a tour of duty of five (5) worked days within a seven day period. However, employees who are moving from one shift or one work schedule to another may be required to work in excess of five working days in conjunction with changes in their work shifts or schedules.

2. Night Duty

217. Employees who, as part of their regularly scheduled work shift, are required to work any hours between (five) 5:00 p.m. and (seven) 7:00 a.m. shall receive a night duty premium. Employees shall be paid eight-and-one-half percent (8.5%) more than the base rate for each hour regularly assigned between 5:00 p.m. and midnight (12:00 a.m.) provided that the employee's regular shift includes at least one (1) hour of the employee's shift between 5:00 p.m. and midnight (12:00 a.m.). Employees shall be paid ten percent (10%) more than the base rate for each hour regularly assigned

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

3. Alternate Work Schedule

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

4. Voluntary Reduced Work Week

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

III.K. Management Leave

1. Compensatory Time-Off (CTO)

220. Employees who promote from a job code that is not covered by this Agreement into a job code that covered by this Agreement and who have earned but unused CTO off balances in the prior class shall be permitted to carry forward into the new class earned but unused CTO balances up to a maximum of 100 hours. MEA covered employees shall have no right to accrue new CTO in the future. The parties intend that employee with CTO balances in excess of 100 hours shall not be unreasonably denied the ability to use CTO hours.

2. Management Leave

221. Employees are required to work the days and hours necessary to perform the job duties of their positions and shall schedule their time accordingly. Employees shall receive five (5) days of paid management leave per year. Up to five (5) days of unused management leave shall be carried over into subsequent years. Management leave may only be taken in paid time off in hourly increments and cannot be "cashed out". Use of management leave must be approved in advance as required by department policy.

3. Administrative Leave

222. Employees who have unused accrued Administrative Leave earned under provisions of the 2014 – 2019 MOU as of June 30, 2022, may use such balances until June 30, 2025.

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

223. Employees are not permitted to earn overtime pay. Pursuant to the Annual Salary Ordinance, employees may receive overtime, subject to the availability of funds, pursuant to approval of the SFMTA Director of Human Resources. Overtime payments shall be limited to extraordinary circumstances which cannot be anticipated or addressed through normal scheduling and assignment of available personnel.

III.M. Pyramiding of Premiums

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

III.N. Notice or Pay in Lieu Thereof

225. The SFMTA agrees that when involuntarily removing or releasing from employment a represented employee, the appointing officer will endeavor to inform the employee in writing at least thirty (30) calendar days before the employee's final day of work. Where the appointing officer fails or declines to inform the employee a full thirty (30) days in advance, the employee shall receive pay in lieu of the number of days less than thirty (30) upon which the employee was informed. The SFMTA agrees that pay in lieu of notice will be paid, with vacation leave accrual balances, within two payroll periods from the date of the involuntary removal or release.

Return to an Underlying Position

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

III.O. Severance Pay

1. Employees Without Permanent Civil Service Status

227. Except as otherwise provided otherwise in this Section, the SFMTA agrees that when involuntarily removing or releasing from employment a represented exempt employee, the employee shall also receive one (1) week's severance pay for each full year of continuous City service, up to a maximum of twenty-six (26) weeks, in exchange for a release signed by the employee and MEA of any and all claims arising out of employee's employment or termination of that employment (including claims arising under this Agreement) that the employee or MEA may have against the SFMTA including any officer or employee thereof.

228. This release shall be in a form acceptable to the SFMTA and shall include a waiver of any rights the employee may have to return to City employment (e.g., holdover roster), a waiver of Section 1542 of the California Civil Code and a waiver of claims under the Age Discrimination in Employment Act. The release shall exclude the right to grieve the proper amount of notice or severance pay due under Section III.N. or this Section III.O. Failure by the SFMTA to provide a general release within thirty (30) days of an involuntary removal or release will result in an

automatic extension of the paid notice period until the release has been provided. The SFMTA will obtain signatures from its representatives on the severance agreement within a reasonable period after receipt by the SFMTA of the severance agreement signed by the employee and MEA.

2. Employees With Permanent Civil Service Status

229. Except as provided otherwise in this Section, in the event the SFMTA involuntarily separates or returns an employee to an underlying permanent job code, that employee may elect to separate from City Service and shall receive one week's severance pay for each full year of continuous City service, up to a maximum of 26 weeks, in exchange for a release signed by the employee and MEA of any and all claims arising out of employee's employment or termination of that employment (including claims arising under this Agreement) that the employee or MEA may have against the SFMTA including any officer or employee thereof. If the employee declines to elect severance within ten (10) working days of receiving an offer of severance, then the SFMTA will afford the employee all due process and appeal rights available under this Agreement, and no severance pay will be available to the employee.

230. This release shall be in a form acceptable to the SFMTA and shall include a waiver of any rights the employee may have to return to City employment (e.g., holdover roster), a waiver of Section 1542 of the California Civil Code, and a waiver of claims under the Age Discrimination in Employment Act. The release shall exclude the right to grieve the proper amount of notice or severance pay due under Section III.N. or this Section III.O. Failure by the City to provide a general release, if the employee elects to fully separate from City service, within thirty (30) days of notice from the employee or MEA of the employee's election will result in an automatic extension of the paid notice period until the release has been provided. The SFMTA will obtain the required signatures on the severance agreement within a reasonable period after receipt by the SFMTA of the severance agreement signed by the employee and MEA.

231. SFMTA agrees to provide MEA with a current template for the release applicable to standard severance cases. This template may be updated as determined by SFMTA. When such changes occur, SFMTA will promptly provide an updated release template to MEA.

232. In order to receive severance pay, an eligible employee or MEA must notify the Appointing Officer or designee that the employee elects to receive severance pay within thirty (30) days of notification of involuntary release or removal from employment.

233. Payment of severance is dependent upon approval by the Appointing Officer, Controller and the SFMTA Human Resources Director. Approval will be based on a good faith consideration of whether the employee's removal or release was involuntary, was initiated by the Appointing Authority, and was in the best interests of the SFMTA, and whether the termination of employment was based on conduct involving misappropriation of public funds or property, misuse or destruction of public property, mistreatment of persons, or acts which would constitute a felony or misdemeanor.

234. Any employee accepting severance pay is ineligible to be appointed to City service under Charter Section A8.511 (a Proposition F appointment) in the department from which the employee was released for two years from the date of release.

III.P. Holidays

1. Recognized Holidays

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

January l (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)
June 19 (Juneteenth)
July 4 (Independence Day)
The first Monday in September (Labor Day)
The second Monday in October (Indigenous Peoples' Day,
Italian American Heritage Day)
November 11 (Veteran's Day)
Thanksgiving Day
The day after Thanksgiving December 25 (Christmas Day)

236. Provided further, if January l, June 19, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.

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

238. Five (5) additional floating days off to be taken on days selected by the employee subject to prior scheduling approval of the Appointing Officer or designee. Floating Holidays may be taken in hourly increments up to and including the number of hours contained in the employee's regular shift. Employees hired on an as-needed, part-time, intermittent or seasonal basis shall not receive the additional floating days off. Floating holidays received in one fiscal year but not used shall be carried forward to the next succeeding fiscal year. The number of floating holidays carried forward to a succeeding fiscal year may not exceed the total number of floating holidays received in the previous fiscal year. No compensation of any kind shall be earned or granted for floating holiday hours not taken.

239. Employees who have established initial eligibility for floating days off and subsequently separate from SFMTA employment, may at the sole discretion of the appointing authority, be granted those floating day(s) off for which the separating employee was eligible and had not yet taken off.

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

241. For those employees assigned to a work week of Monday through Friday, and in the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under the department head's jurisdiction on such preceding Friday so that said public offices may serve the public as provided

in Section 16.4 of the Administrative Code. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by the appointing officer in the current or next fiscal year. The SFMTA shall provide one week's advance notice to employees scheduled to work on the observed holiday, except in cases of unforeseen operational needs.

2. In-Lieu Holidays

242. An employee required by the employee's Appointing Officer to work on any of the above specified holidays is entitled to an in-lieu holiday to compensate for the holiday worked, to be scheduled as described below.

243. Requests for in-lieu holidays shall be made to the appropriate management representative within thirty (30) days after the holiday is earned and must be taken within the current or next fiscal year.

244. In-lieu days will be assigned by the appointing officer or designee if not scheduled in accordance with the procedures described herein.

3. Holidays for Employees on Work Schedules Other Than Monday Through Friday

245. 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.

246. 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.

247. The provisions of this section shall apply to part-time employees on a pro-rata basis.

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

4. Holiday Pay for Employees Laid Off

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

5. Employees Not Eligible for Holiday Compensation

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

holiday pay.

6. Part-time Employees Eligible for Holidays

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

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

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

III.Q. Vacation

254. Award and accrual of vacation benefits shall be as specified in the Administrative Code, and may not be changed during the duration of this Agreement without the concurrence of the Association.

255. For informational purposes only, portions of Article II of the Administrative Code are found at Appendix D.

III.R. Sick Leave

1. Accrual

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

257. For informational purposes only, Civil Service Rule 420 prescribes the following rate of accrual for covered employees:

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

2. Sick Leave with Pay Limitation

259. An employee who is absent because of disability leave and who is receiving disability indemnity payments may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's sick leave with pay credits so as to equal the net amount the employee would have earned for a regular work schedule minus premium pay adjustments. If the employee wishes to exercise this option, the employee must submit a signed statement to the

employee's department no later than thirty (30) days following the employee's release from disability leave.

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

261. Bereavement leave is administered according to Civil Service Rule 420, portions of which are repeated below for informational purposes only:

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

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

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

265. For informational purposes only, the Citywide Wellness Policy is attached as Appendix H.

III.S. State Disability Insurance (SDI)

266. With the exception of employees appointed to positions that qualify them for disability pay under Labor Code Section 4850, all employees shall be enrolled in the State Disability Insurance Program.

III.T. Unpaid Furloughs

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

III.U. Management Flex Spending Compensation Package

268. For July 1, 2014 through December 31, 2014, the SFMTA shall contribute the following based on the employee's enrollment status with the Health Service System:

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

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

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

269. Effective January 1, 2015, the City shall make the following monthly contributions based on the employee's enrollment status with the Health Service System:

Dependent plus two or more level, including any additional charges assessed to Health Service System members by vote of the Health Services Board.

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

Employee Plus Two or More: 83% of the total health insurance premium for the plan selected inclusive of the contribution described in Charter Section A8.428(b); provided, however, that the City's contribution shall be capped at 83% of the Employee Plus Two or More premium of the second-highest-cost plan.

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

271. Employees shall not be eligible for the Management Cafeteria Plan during months in which they are not eligible to receive SFMTA-paid contributions for healthcare.

272. A plan year may be modified by mutual agreement. Such agreement must be confirmed in writing.

273. The elements of this package shall include but are not limited to: dependent health care, DCAP disability insurance, term life insurance and other life insurance, accident insurance, and other authorized mutually agreed benefits. Specific plan design shall be subject to administrative feasibility and shall be determined in consultation with the Association. The benefits plan shall conform to provisions of IRS Code Section 125.

274. The SFMTA agrees to maintain health and dental benefits at present levels for the life of the Agreement.

275. Effective January 1, 2015, for employees with at least six (6) months' continuous service who are enrolled in the Health Service System, the SFMTA shall provide, at its own cost, a Long- Term Disability (LTD) plan for represented members enrolled in Employee Plus Two or More. That plan will include, among other provisions, a ninety (90) day elimination period.

276. Effective January 1, 2023, for all employees with at least six (6) months' continuous service who are enrolled in the Health Service System, the SFMTA shall provide, at its own cost, a Long-Term Disability (LTD) benefit that provides sixty-six and two thirds percent salary (66 2/3%) (subject to integration) up to sixty-five (65). That plan will include, among other provisions, a ninety (90) day elimination period.

277. The parties acknowledge that the City's ordinances – which establish and administer the City's Catastrophic Illness Program ("CIP") specify and control the criteria under which persons can

participate in the CIP.

278. 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.

279. The SFMTA acknowledges its obligation to provide the cafeteria plan and its benefits. If the SFMTA is responsible for a violation of this section (III.U.), the SFMTA acknowledges that it is responsible to make the affected member whole, which may include providing the covered benefits described in the plan at issue or reimbursing the member for the cost of providing those benefits, as appropriate. The MTA agrees to make best efforts to expedite resolution of problems and disputes arising under this section.

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

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

III.W. Retirement

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

282. Represented employees who are members of SFERS agree to pay their own employee retirement contribution to SFERS. 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 employee retirement contribution to SFERS.

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

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

Please consult the Charter for complete information and updates.

284. Any SFMTA pickup of an employee's mandatory contributions shall not be considered as a part of an employee's compensation for the purpose of computing straight time earnings or retirement benefits; nor shall such contributions be taken into account in determining the level of any other benefit which is a function of, or percentage of salary.

III.AA. Retirement Planning Seminar

285. 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.

286. Employees must provide at least two-weeks advance notice of their desire to attend a retirement

planning seminar to the appropriate supervisor. An employee shall be release from work to attend the seminar unless staffing requirements or other Department exigencies require the employee's attendance at work on the day or days such seminar is scheduled. Release time shall not be unreasonably withheld.

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

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

III.BB. Life Insurance

289. The SFMTA shall purchase a $50,000 life insurance policy for each employee. Effective January 1, 2021, the life insurance policy will increase to $100,000. Effective January 1, 2022, the life insurance policy will increase to $150,000. This section shall not diminish any existing rights of MEA represented employees to purchase supplemental coverage through the Management Flex Spending Compensation Package.

III.CC. Parental Release Time

290. Upon proper advance notification, employees may be granted up to forty (40) hours Parental Leave – two (2) hours of which will be paid leave each semester – each year, to participate in the activities of a school or licensed child day care facility of any of the employee's children. Parental Leave shall not exceed eight (8) hours in any calendar month of the year.

291. In order to qualify for Parental Leave, the employee must give reasonable notice to the employee's immediate supervisor prior to taking the time off. If requested by management, the employee must provide written verification from the school or licensed child day care facility that the employee participated in the school/child care related activities on a specific date and at a particular time.

292. The employee may utilize existing vacation, executive leave, administrative leave, compensatory time, or personal (unpaid) leave to account for absences after the two (2) paid hours per semester have been used. If both of the child's parents are employed by SFMTA at the same worksite, the entitlement to a planned absence applies only to the parent who first gives notice.

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

III.DD. Direct Deposit of Payments

294. The Citywide "Paperless Pay" Policy applies to all employees covered under this Agreement.

295. 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-worksite computers, and that allows the employees to print the pay advices. Employees without computer access or who otherwise wish to receive a paper statement shall receive assistance to print hard copies of their pay advices through their payroll offices upon request, on a one-time or ongoing basis.

296. 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 payroll period. The City shall maintain electronic pay advices and/or wage statements for at least seven (7) years.

297. Under the policy, all employees have two options for receiving pay: direct deposit or bank pay card. Employees not signing up for either option will be defaulted into bank pay cards.

298. Every employee shall possess the right to do the following with any frequency and without incurring any cost to the employee:

    a. Change the account into which direct deposit is made;
    b. Switch from the direct deposit option to the pay card option, or vice versa;
    c. Obtain a new pay card the first time the employee's pay card is lost, stolen or misplaced.

299. The SFMTA assures that the pay card shall be FDIC insured. The SFMTA further assures that in the event of an alleged overpayment by the SFMTA to the employees, the SFMTA shall not unilaterally reverse a payment to the direct deposit account or pay card.

300. The City will work with the vendor to evaluate options to provide no-cost ATMs available at large worksites and remote worksites.

301. The parties mutually agree that employees may print out pay advices during work hours.

III.EE. Eye Examination

302. All employees, who are health service system members, shall be eligible for one (1) annual eye examination and prescribed eyewear for computer use.

III.FF. Jury Duty

303. An employee shall be provided leave with pay on a work day when the employee serves jury duty, provided the employee gives prior notice of the jury duty to the supervisor.

304. Employees assigned to jury duty whose regular work assignments are swing, graveyard, or weekend shifts shall not be required to work those shifts when serving jury duty, provided the employee gives prior notice of the jury duty to the supervisor.

305. To receive leave with pay for jury duty, employees must (1) provide written proof of jury service from the court to verify actual appearance for each day of jury duty, and (2) decline any payment from the court for jury duty.

306. If an employee is required to call-in during the work day for possible midday jury duty, the employee shall coordinate in advance with the employee's supervisor about whether and when to report to work.

ARTICLE IV: TRAINING, CAREER DEVELOPMENT AND INCENTIVES

IV.A. Management Training Funds

307. The SFMTA shall budget $48,000 each year for the purpose of management training of MEA-represented employees of which up to $24,000 may be used for the purchase of equipment described in the following paragraph, to the extent that these items are used in the performance of their duties.

308. Professional development opportunities are intended to allow employees to improve job performance. Until such funds are exhausted, an employee may utilize up to a maximum of $2,000 per fiscal year for tuition, internal or external training programs, professional conferences, executive coaching, and professional licenses, certificates, and association memberships, professional software, and books, and subscriptions. Solely at the discretion of the appointing officer or designee, such funds may be supplemented with department funds budgeted for training, subject to the restrictions of applicable law. No reimbursement shall be made for expenses that are eligible for reimbursement under a Federal or State Veterans benefit program or from other public funds.

309. Any employee who regularly works at least twenty (20) hours per week with a minimum of one (1) year continuous service in any classification represented by MEA at the time of application is eligible for Management Training Fund reimbursement.

310. Employees may also use up to $1,000 of the maximum funds available to them for the purchase of personal electronic equipment, to the extent that these items would be used in the performance of their City duties. Reimbursement is limited to no more than one device per employee per fiscal year. It is the employee's responsibility to comply with all privacy and security requirements, in accordance with state and federal law, and City and department policies.

311. In addition, subject to approval by the MTA Director of Human Resources and to the extent funds are available, and as permissible under applicable law, employees may utilize up to $1,000 of the funds available to them for that fiscal year under this Section IV.A. to pay for the cost of reasonable and necessary travel and lodging outside of the nine Bay Area Counties for approved training. Travel reimbursement rates shall be as specified by the Controller's Accounting Policies and Procedures memo; however, a $50 per diem allowance may be submitted when traveling on approved training. Management Training Funds may not be used for food. The MTA shall not utilize these funds to supplant existing budgeted training programs.

312. For each fiscal year, the total expenditure of available management training funds, including amounts remaining from prior year allocations, will not exceed 125% of the current annual allocation.

313. An employee may submit a request for an expense incurred in the current fiscal year. Only with MEA approval may an employee submit a request for an expense that occurred in a prior fiscal year (i.e., must have already received MEA pre-approval). An employee cannot submit a request for an expense occurring in a future fiscal year. Reimbursements will not be paid until the employee provides proof of payment and proof of satisfactory completion. If an employee provides notice of resignation, the employee must submit the expense report and receive all approvals before separating from the SFMTA to obtain reimbursement.

IV.B. Paid Status During Training

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

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

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

ARTICLE V: WORKING CONDITIONS

V.A. Health and Safety

316. The SFMTA acknowledges its responsibility to provide a safe and healthful work environment for SFMTA employees. The Association agrees that it shares the responsibility for these efforts, as do SFMTA employees.

317. When an employee, in good faith, believes that a hazardous or unsafe condition exists, and that continuing to work under such conditions poses risks beyond those normally associated with the nature of the job, the employee shall so notify the SFMTA Human Resources Director and/or Safety Committee and/or Safety Officer. If the Department agrees the assignment is hazardous or unsafe, the employee shall be reassigned, if possible, until the hazard is eliminated. If there is no concurrence, the matter may be submitted to the Grievance Procedure at Step 3 for final resolution. The employee's assignment shall be continued until the dispute is resolved. Employees may be relieved of tasks which pose a threat to their health or safety provided the tasks are not essential functions of the jobs.

Right to Know

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

V.B. Return to Work

319. The SFMTA will make a good faith effort to return employees who have sustained an injury or illness to temporary modified duty within the employee's medical restrictions. Duties of the modified assignment may differ from the employee's regular job duties and/or job duties regularly assigned to employees in the injured employee's job code. Decisions regarding temporary modified duty shall be subject to approval of the Appointing Officer or designee. The decision to provide modified duty and/or impact of such decisions shall not be subject to grievance or arbitration. Modified duty assignments may not exceed three (3) months. An employee assigned to a modified duty assignment shall receive the employee's regular rate of pay.

V.C. Mileage Reimbursement

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

V.D. Parking Facilities

321. Parking fees for represented employees will be set in accordance with Administrative Code Section 4.24 (See Appendix F).

V.E. Telecommuting

322. Citywide Telecommuting Policy and Program (TPP), establishes specific conditions under which employees may perform their job-related duties remotely. The TPP can be found at www.sfdhr.org and is incorporated herein for reference purposes only.

323. As described in the TPP materials, telecommuting is permissible under an agreement between the employee and the Appointing Officer or designee, subject to the approval of the Appointing Officer. An employee who meets the eligibility criteria and program guidelines may apply to participate in the TPP for a maximum of two (2) days each week, coming to work in person three (3) days each week. Employees may telecommute more than two (2) days per week, subject to the approval of the Appointing Officer and the MTA HR Director.

324. Telecommuting arrangements will not be denied or ended for arbitrary or capricious reason(s). In the event a represented employee has a good faith belief that a telecommuting request is denied for an arbitrary or capricious reason, or that an existing telecommuting agreement was terminated for an arbitrary or capricious reason, the member may appeal the decision to the MTA HR Director, whose decision shall be final and binding. Neither the TPP nor this Section V.E. are subject to the grievance and arbitration procedure of this Agreement.

V.F. Location of Remote Work

325. Unless approved in writing by the HR Director, employees are prohibited from working remotely outside of the State of California, except for incidental work at the request of the MTA or when the employee's specific task requires working out of state, such as participation in training or a conference. All MTA employees are Disaster Service Workers under California law. In a declared emergency, employees approved for telecommuting must be able to physically report where directed withing forty-eight (48) hours of a declared emergency.

ARTICLE VI: IMPLEMENTATION AND TERM OF AGREEMENT

VI.A. Scope of Agreement

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

VI.B. Savings Clause

327. Should a court or administrative agency declare any provision of this Agreement invalid, inapplicable to any person or circumstance, or otherwise unenforceable, the remaining portion of this Agreement shall remain in full force and effect for the duration of the Agreement.

VI.C. Omissions and Assumptions

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

VI.D. Duration of Agreement

329. This Agreement shall remain in full force and effect from July 1, 2024, to and including June 30, 2031.

In Witness Hereof, the parties have executed this AGREEMENT this_____day of_____, 2026.

FOR THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

Julie Kirschbaum
Director of Transportation
SFMTA

Kimberly W. Ackerman
Chief People Officer

FOR THE ASSOCIATION

Criss Romero
Executive Director
Municipal Executives' Association

APPROVED AS TO FORM:
DAVID CHIU, CITY ATTORNEY

Cecilia Mangoba
Chief Labor Attorney

Appendix A

Municipal Executives Association Represented Job Codes at SFMTA

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

*Classification currently not being utilized.

Appendix B

Carol Vendrillo
Andrea Dooley
David Weinberg
Cheryl Stevens
Yuval Miller

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

Appendix C

SFMTA M Pay Rates for Fiscal Year 2024-2027, effective July 1, 2024

Job Code	Title	Range A Low Biweekly	Range A High Biweekly	Range B Low Biweekly	Range B High Biweekly	Range C Low Biweekly	Range C High Biweekly
9172	Manager II, MTA	$4,999	$6,383	$6,384	$7,390	$7,391	$7,759
9174	Manager IV, MTA	$5,790	$7,390	$7,391	$8,555	$8,557	$8,984
9177	Manager III, MTA	$5,369	$6,853	$6,854	$7,931	$7,932	$8,330
9179	Manager V, MTA	$6,216	$7,931	$7,932	$9,185	$9,186	$9,644
9180	Manager VI, MTA	$6,702	$8,555	$8,557	$9,903	$9,904	$10,399
9181	Manager VII, MTA	$7,195	$9,185	$9,186	$10,633	$10,634	$11,161
9182	Manager VIII, MTA	$7,710	$9,837	$9,839	$11,389	$11,390	$11,958
9183	Deputy Director I, MTA	$8,193	$10,453	$10,456	$12,103	$12,104	$12,710
9187	Deputy Director II, MTA	$8,723	$11,130	$11,132	$12,884	$12,885	$13,529
Other MTA:							
9190	Board Secretary, MTA	$6,216	$7,931	$7,932	$9,185	$9,186	$9,644

SFMTA M Pay Rates for Fiscal Year 2024-2031, effective July 1, 2027

Job Code	Title	Range A Low Biweekly	Range A High Biweekly	Range B Low Biweekly	Range B High Biweekly	Range C Low Biweekly	Range C High Biweekly
9172	Manager II, MTA	TBD	TBD	TBD	TBD	TBD	TBD
9174	Manager IV, MTA	TBD	TBD	TBD	TBD	TBD	TBD
9177	Manager III, MTA	TBD	TBD	TBD	TBD	TBD	TBD
9179	Manager V, MTA	TBD	TBD	TBD	TBD	TBD	TBD
9180	Manager VI, MTA	TBD	TBD	TBD	TBD	TBD	TBD
9181	Manager VII, MTA	TBD	TBD	TBD	TBD	TBD	TBD
9182	Manager VIII, MTA	TBD	TBD	TBD	TBD	TBD	TBD
9183	Deputy Director I, MTA	TBD	TBD	TBD	TBD	TBD	TBD
9187	Deputy Director II, MTA	TBD	TBD	TBD	TBD	TBD	TBD
Other MTA:							
9190	Board Secretary, MTA	TBD	TBD	TBD	TBD	TBD	TBD

*Classification currently not being utilized.

Appendix D

Charter Section A8.440

Award and Accrual of Vacation

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

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

An employee who has completed one year of service shall accrue vacation allowance at the rate of

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

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

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

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

Appendix E

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

Appendix F

For Reference: Administrative Code SEC. 4.24. PARKING FEE FOR CITY PARKING FACILITIES.

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

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

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

Appendix G

SIDE LETTER AGREEMENT TO THE 2014-2017 MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY (SFMTA) AND MEA (Union)

The Union acknowledges that the SFMTA intends to provide a weekly report detailing the following position requests for all MEA positions for the previous week. The report can also be viewed electronically. The report will include the following data:

Position	The unique number of the position as reconciled to the Annual Salary Ordinance (ASO)
Request Type (REQS TYPE)	The type of position request - fill a vacant position, future vacant, backfill
Request Number	The unique number of the Request to Fill (RTF)
Created	The date the RTF was created and submitted to DHR
RTF Request Status	The current status of the request - approved, rejected, or pending in DHR, Controller/Mayor
Request Approval Date	The date of the final approval (typically the Controller/Mayor)
Request Fill Type	The appointment status for the position. TE = temporary exempt, PE = permanent exempt, or P = permanent civil service
Request Exempt Category	Refers to exemption code under Charter Section 10.104. (16 - as needed limited to 1040 hours per fiscal year; 17 - backfill for an incumbent on leave limited to two years; 18 - project limited to three years.)
Request TX Job Code	Identifies the requested classification (TX) for the position
Dept	Hiring department
ASO Job Code	The job code of the position as reconciled and identified in the ASO
Description	Title of the position
Name	Name of the DHR client services analyst assigned to the RTF

Appendix H

SIDE LETTER AGREEMENT TO THE 2014-2017 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO (City) AND MEA (Union)

The City proposes the following to address the convenience and accessibility issues raised in the union proposal to provide employees use of sick leave for wellness activities:

- In consultation with the Executive Officer of the Civil Service Commission, the City will issue a clarification to departments and employees as to appropriate use of sick leave, which includes care and consultation with medical providers including, but not limited to, biometric screenings, flu shots and other preventive care and assessments.
- The Health Service System (HSS) will explore piloting shorter on-site workout classes to make it easier for employees to exercise during lunch breaks (more on this in response below).
- The City will issue a policy encouraging departments to allow adjusted work schedules, where operationally feasible, to facilitate the ability of employees to participate in exercise programs in conjunction with the workday. These arrangements could include allowing later or earlier starting and ending times, or longer lunches, with adjustments to start or end times to make up time. The policy will also include a reminder that floating holidays, vacations, and compensatory time off are available for these purposes as well.
- As part of the Citywide wellness program, HSS is planning a confidential employee Health Risk Assessment (HRA) survey regarding the baseline health of our employee population. This is a critical first step in engaging employees in wellness, and ensuring that program activities are appropriately targeted.
- The City is willing to explore expansion of existing tuition reimbursement programs to contribute towards the purchase of "fitness activity trackers" (e.g., Jawbone or FitBit) as a pilot program. In such event, the City would attempt to negotiate group discounts from these companies.

In response to the proposal to provide employees free use of Recreation and Park Department (RPD) exercise programs and facilities, the City proposes that the parties instead explore the expansion of the on-site wellness offerings by HSS. Potential ideas include:

- Conduct an employee survey to identify the most-desired programs, and best times and locations to offer them;
- Alter current class offerings to 30 or 45 minutes in length, to make them more accessible to employees on lunch break;
- Based on survey results, work with HSS and RPD to explore having RPD staff provide programming either on-site, or where needed, with fee waivers at specific RPD facilities;
- HSS is also actively engaging with area counties to explore collaboration on health and wellness issues.

Appendix I

City and County of San Francisco

Edwin M. Lee
Mayor

Department of Human Resources

Micki Callahan
Human Resources Director

MEMORANDUM

DHR No. 01-2015

DATE: January 20, 2015
TO: Appointing Officers
Departmental Personnel Officers
FROM: Micki Callahan, Human Resources Director
SUBJECT: Encouraging Wellness Activities

The City and County of San Francisco launched its Wellness Plan for City employees in the fall of 2014.
Wellness is the state of being in good physical and mental health, and the Wellness Plan was sponsored by the Mayor's Office, the Controller's Office, the Department of Human Resources (HR), and the Health Service System.
We chose a workplace wellness program because work time, lunch time, and commute time constitute over 50 percent of an employee's waking hours on any given workday. Work environments, work culture, and
coworkers can influence choices made during the workday, such as what to eat for lunch and what to do on a
break. These decisions can have a significant impact on the health of each individual. Developing a culture of
wellness will inspire and support healthy choices about exercise, nutrition, preventive care, stress management, and emotional well-being.

To this end, departments are encouraged to allow flexible work schedules where operationally feasible to
facilitate the ability of employees to participate in wellness programs in conjunction with the workday. These
flexible arrangements could include allowing later or earlier start and end times or longer lunches, with
adjustments to start or end times to make up time (with supervisor approval). Floating holidays, vacation, and
compensatory time off (CTO) are also available for these purposes.

The appropriate uses of sick leave are detailed in the Civil Service Commission Rules and the City's Employee Handbook. Sick leave is not generally available for wellness activities unless the activity is delivered or led by a licensed medical professional. Use of sick leave is appropriate when an employee is consulting with a licensed medical provider for such purposes as biometric screenings, flu shots, classes led by nurses or physical therapists, and other preventive care provided by a licensed medical professional.

The following chart provides guidance and examples of when paid leave or flex time may be appropriate:

Activity	Approximate Length of Time	Type of Time
Biometric Screening	30 minutes (15 minute appointments)	Lunch time, flexible scheduling, sick leave, vacation, floating holiday, CTO
Flu Shots	20 minutes (10 minute appointments)	Lunch time, flexible scheduling, sick leave, vacation, floating holiday, CTO
Wellness Coaching	30 minutes (20 minute appointments)	Lunch time, flexible scheduling, vacation, floating holiday, CTO

One South Van Ness, 4th Floor. San Francisco, CA 94103 • (415) 557-4800 • www.sfgov.org/dhr

Appendix J

PEC 2024 Agreement

Final Mediator's Proposal Dated March 22, 2024 for the County & City of San Francisco and the PEC

If Rejected, Parties Revert to Their Pre-Mediation Positions

- Effective July 1, 2024, represented employees shall receive a 1.5% wage increase.
- Effective January 4, 2025, represented employees shall receive a 1.5% wage increase.
- Effective June 30, 2025 at close of business, represented employees shall receive a 1% wage increase.
- Effective July 1, 2025, represented employees shall receive a 1% wage increase.
- Effective January 3, 2026, represented employees shall receive a 1.5% wage increase.
- Effective June 30, 2026 at close of business, represented employees shall receive a 2% wage increase.
- Effective January 2, 2027, represented employees shall receive a 2% wage increase.
- Effective June 30, 2027, at close of business, represented employees shall receive a 2.5% wage increase.
- Effective July 1, 2024, represented employees shall earn no less than $25.00 an hour.
- Because of the wage structure of this proposal, no wage deferrals/offramps will be utilized.

This proposal is to be included as an appendix to the MOUs.

Criss Romero 3/26/24
Criss Romero
Municipal Executives Assoc.
(MEA) Executive Director.
For MTA

Najeeb N. Khoury

3/26/24
Ardis Graham, ERD Director

3/26/24
Carol Isen, DHR Director

Appendix K

SFMTA NEGOTIATIONS 2027

PEC001.001 – Contract Extension, Letter of Agreement – Tentative Agreement

Municipal Executives' Association - Service Critical

The parties mutually agree to extend the 2024-2027 Memorandum of Understanding (MOU) through June 30, 2031, with the below additional terms. Except as provided below, all other terms and conditions of the MOU shall remain unchanged during the term of the extension.

This Letter of Agreement shall be attached to the MOU.

WAGES

Effective the pay period beginning January 1, 2028, employees will receive a 1% wage increase.

Effective the pay period beginning July 1, 2028, employees will receive an additional 2% wage increase.

Effective the pay period beginning December 30, 2028, employees will receive an additional 1% wage increase.

Effective the pay period beginning July 1, 2029, employees will receive an additional 2% wage increase.

Effective the pay period beginning December 29, 2029, employees will receive an additional 1% wage increase.

Effective the pay period beginning July 1, 2030, employees will receive an additional 2% wage increase.

Effective the pay period beginning December 28, 2030, employees will receive an additional 1% wage increase.

Effective the pay period beginning April 5, 2031, employees will receive an additional 2% wage increase.

Because of the wage structure of this proposal, no wage deferrals/offramps will be utilized.

NO LAY OFFS THROUGH JUNE 30, 2029

Upon final approval by the SFMTA Board of Directors of this Letter of Agreement and extended contract through June 30, 2029, the SFMTA shall not issue any layoff notices or lay off any Permanent Civil Service employees.

2024 – 2027 MOUs PROVISIONS SET TO SUNSET

Existing MOU provisions scheduled to sunset June 30, 2027 or on any other date occurring during the term of the 2024-2027 MOU, shall extend through June 30, 2031.

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY WIDE LABOR MANAGEMENT COMMITTEE LETTER OF AGREEMENT

The parties also agree that they may establish a San Francisco Municipal Transportation Agency Wide Labor Management Committee (see attached) to operate during the term of this agreement. To establish the LMC, the Union must submit a request to the Human Resources, Employee and Labor Relations Division thirty days prior to the implementation of the Committee.

TERM

This Agreement shall remain in full force and effect from July 1, 2024, through June 30, 2031.

FOR THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

9/11/26

Julie Kirschbaum — Date
Director of Transportation

FOR THE UNION

9/11/2026

Criss Romero — Date
Executive Director
Municipal Executives' Association

APPROVED AS TO FORM:

9/11/26

Cecilia Mangoba — Date
Chief Labor Attorney

Appendix L

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY WIDE LABOR MANAGEMENT COMMITTEE LETTER OF AGREEMENT

1. The San Francisco Municipal Transportation Agency ("SFMTA") and the Union (each separately a "party," together "the parties") understand and agree that it is the objective of all parties to provide quality services to residents in a work environment that is safe for employees and in which employees' collective concerns about their terms and conditions of employment are discussed and addressed. To promote these shared goals, the parties agree to establish a SFMTA-Wide Labor Management Committee for Municipal Executives Association ("MEA")-represented employees (the "MEA-SFMTA LMC"). For the duration of this Letter of Agreement, up through and including June 30, 2031, this Committee will replace any existing labor management committee intended to address Agencywide matters. Either party may bring Agencywide issues directly to this committee. Either party may bring issues subject to other existing committees to this committee only after the issues have been first heard by the relevant committee and were not resolved. This committee shall not hear individual personnel matters or issues subject to the grievance procedure.

2. Membership: The MEA-SFMTA LMC shall be composed of an equal number of participants appointed by the Union and by the SFMTA, as mutually agreed upon by the parties, but shall not exceed twelve (12) participants. Additional subject matter experts shall be permitted to attend meetings as necessary. Consistent with MOU provisions regarding release time, bargaining unit employees (including any union subject matter experts) shall be released in advance of any MEA-SFMTA LMC meeting for reasonable caucus time and to attend the meeting.

3. Meeting: The MEA-SFMTA LMC shall meet every two months starting the month following ratification of this Letter of Agreement. The meetings shall be regularly scheduled for a specified day of each meeting month, unless the parties mutually agree to a different date in the month. No later than seven (7) calendar days before the scheduled meeting, the SFMTA and the Union shall provide each other with their proposed agenda items in writing to be discussed at the meeting. Other items shall not be discussed absent mutual agreement. If the SFMTA's Human Resources, Employee and Labor Relations Division does not receive the Union's proposed agenda items seven (7) days in advance, the SFMTA may cancel the meeting. The parties may also agree not to meet if neither party has issues to discuss. The parties shall meet and confer to attempt to come to agreement on Agencywide LMC ground rules. Meetings shall be rotated between the parties' office locations, unless the parties agree otherwise. The meetings shall be scheduled to last at least one (1) hour and in no event shall they last more than three (3) hours, unless the parties mutually agree to extend the meeting. The parties may agree to continue an agenda item discussion to the following meeting.

4. Purpose: The purpose of the MEA-SFMTA LMC is to discuss and address issues surrounding MEA-represented employees' terms and conditions of employment in a constructive manner. Each party will be prepared to substantively discuss items on their proposed agenda and bring concrete examples.

5. Dispute Resolution: At all times the MEA-SFMTA LMC shall try to resolve issues through mutual agreement. If there is no mutual agreement, either party may request in writing within fourteen (14) calendar days after the last meeting at which the issue was discussed, that the issue be submitted to mediation. The Mediator shall attend the next scheduled LMC meeting for which the Mediator is

available. The Mediator shall listen to the parties' respective positions and make an oral recommendation to the members of the MEA-SFMTA LMC at the conclusion of the mediation, or no later than one (1) week after, unless the parties mutually agree to give the Mediator additional time. The Mediator's recommendation shall be advisory. The parties may agree to implement the Mediator's recommendation and if they decide to do so, shall thereafter work together to make that implementation successful. Recommendations or decisions of the Mediator must be consistent with the San Francisco Charter, Codes, Civil Service Rules, City and SFMTA policies, and provisions of this Letter of Agreement. Recommendations or decisions shall not be grievable under the grievance procedure contained in this Letter of Agreement.

6. Mediator: The party timely requesting mediation shall request a Mediator from the State Mediation and Conciliation Service unless the parties mutually agree to a Mediator. No transcript or other recording of the mediation shall be made, and the mediation shall be considered a part of the MEA-SFMTA LMC process. The matters discussed at mediation shall be confidential and not subject to disclosure in any subsequent proceeding. Under no circumstances shall a Mediator be required to testify concerning the mediation. The parties shall jointly bear the cost of the Mediator, as well as all other costs associated with the mediation.

7. Resolution through Mayor: Each party may submit no more than three (3) unresolved issues to the Mayor and Director of Transportation for resolution one (1) time per fiscal year. The parties will submit the unresolved issues in writing two (2) weeks in advance of the meeting so the Mayor and Director of Transportation can be prepared. Recommendations or decisions of the Mayor and Director of Transportation shall not be grievable under the grievance procedure contained in this Memorandum of Understanding. Under no circumstances shall the Mayor or the Director of Transportation be required to testify concerning the meeting or their recommendation.

8. Enforcement: The parties agree that either party may file a grievance regarding any failure by the other party to fulfill any procedural obligation that arises under this Letter of Agreement. Grievances under this provision shall commence at Step 4. There shall be no monetary remedies for any violation of this Letter of Agreement.

9. Nothing in this Letter of Agreement shall abridge or otherwise modify any right guaranteed by another provision of this Memorandum of Understanding.

10. This Letter of Agreement will become effective upon adoption of the SFMTA Board of Directors and will end on June 30, 2031.