THIS PRINT COVERS CALENDAR ITEM NO.: 11B

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 Service Employees International Union (SEIU), Local 1021 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 SEIU Local 1021 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 SEIU-represented employees with wage increases, and protection from layoffs through June 30, 2029.
- 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 Service Employees International Union (SEIU), Local 1021 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.

SEIU Local 1021 represents approximately 665 employees in 22 job classes such as Parking Control Officers, Station Agents, and Transit Car Cleaners.

The current MOU between SFMTA and SEIU Local 1021 expires on June 30, 2027. SFMTA representatives and representatives of SEIU Local 1021 negotiated and succeeded in reaching a tentative agreement that was ratified by the SEIU Local 1021 membership on October 9, 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.

STAKEHOLDER ENGAGEMENT

The SEIU Local 1021 membership ratified the agreement on October 9, 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 $23,918,005. The cost to the FY28 Operating Budget is $562,381. The cost to the FY29 Operating Budget is $4,011,222. The cost to the FY30 Operating Budget is $7,550,645. The cost to the FY31 Operating Budget is $11,793,757. 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 SEIU Local 1021 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 SEIU Local 1021 membership ratified the agreement on October 9, 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 Service Employees International Union (SEIU), Local 1021 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 Service Employees International Union (SEIU), Local 1021 expires on June 30, 2027; and,

WHEREAS, The SFMTA and SEIU Local 1021 negotiated an amendment to the MOU that was ratified by the membership of SEIU on October 9, 2026; and,

WHEREAS, On October 1, 2026, the SFMTA, under authority delegated by the Planning Department, determined that the amended MOU with SEIU Local 1021 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 Service Employees International Union (SEIU), Local 1021 setting wages, benefits and working conditions for represented employees for the term July 1, 2024 to June 30, 2031; and, be it further

RESOLVED, That 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 – SEIU Local 1021
Tentative Agreement (Total Cumulative Cost; SFMTA Only)
SEIU Local 1021 – 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	$562,381	$4,011,222	$7,550,645	$11,793,757
	Total ($)	**$562,381**	**$4,011,222**	**$7,550,645**	**$11,793,757**
	Total (%)	0.5%	3.54%	6.66%	10.41%

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

AND

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1021

FOR SERVICE CRITICAL CLASSIFICATIONS
AT THE MUNICIPAL TRANSPORTATION AGENCY

July 1, 2024 - June 30, 2031

Revised per Amendment #1

Table of Contents

ARTICLE I – REPRESENTATION **1**

A. RECOGNITION 1
Classifications Currently Represented 1
Placement of New Classifications 1
Applicability of the Agreement to All Newly Recognized Classifications 2
B. INTENT 2
C. MANAGEMENT RIGHTS 2
D. NO WORK STOPPAGE 3
E. OBJECTIVE OF THE PARTIES 3
F. UNION SECURITY 3
Application 3
Payroll Deductions 3
Indemnification 4
G. OFFICIAL REPRESENTATIVES AND STEWARDS 4
Official Representatives 4
Stewards 5
Release Time for Steward Training 6
Official Representatives to Retirement and Health Service Board Meetings 6
H. BULLETIN BOARDS, INTEROFFICE MAIL, UNION ACCESS AND LEGAL MATERIALS 6
Bulletin Boards 6
Inter-Office Mail 6
Union Access 6
I. UNION ACCESS TO NEW EMPLOYEES PROGRAM 7
I. PURPOSE *7*
II. NOTICE AND ACCESS *7*
III. DATA PROVISIONS *9*
IV. HOLD HARMLESS *10*
J. VENDING MACHINES 10
K. DATA 10
Equal Employment Opportunity (Glass Ceilings) 10
L. STREET CHANGES 10
M. SFMTA SERVICE CRITICAL LABOR MANAGEMENT COMMITTEE 10

ARTICLE II – EMPLOYMENT CONDITIONS **13**

A. NO DISCRIMINATION 13
Discrimination Prohibited 13
Reasonable Accommodation 13
Complaints of Discrimination 14
No Discrimination on Account of Union Activity 14
Equitable Workplace Committee 14
B. PROBATION 15
C. USE OF GENERATIVE ARTIFICIAL INTELLIGENCE 16
D. CONTRACTING OUT OF WORK 16
Required Notice to the Union on Prop J Contracts 17
Non-Prop J Contracts 18

Joint Labor Management Committee on Personal Service Contracts 18
Volunteers, SWAP, CAL WORKS, CAAP Workfare, or others not covered by this agreement19
Severance/Retraining 19
E. LAYOFF 19
60-Day Minimum Notice 19
Minimum Notice for Displacements 19
Request to Meet & Confer 20
Citywide Seniority in Classification 20
Retraining & Alternative Employment Opportunities 20
Severance 20
Internal Job Placement Committee (IJPC) 21
No Lay Offs Through June 30, 2029 21
F. STAFFING LEVELS 21
G. REIMBURSEMENT OF WORK-RELATED EXPENSES 21
Mileage 21
Damaged or Stolen Property 22
Meals 22
H. FINGERPRINTING 22
I. COMMUTER BENEFITS 22
J. WELFARE REFORM 22
K. PARKING FACILITIES 22
L. EMPLOYEE SUGGESTION PROGRAM 23
Worker Initiated Cost Abatement Program 23
M. INDEMNIFICATION AND DEFENSE OF SFMTA EMPLOYEES 23
N. THE RIGHT TO PRIVACY IN THE WORKPLACE 23
O. AUTOMATIC RESIGNATION 23
P. UNSATISFACTORY RESIGNATION 24
Q. ADDITIONAL PART-TIME EMPLOYMENT 24
R. UNIFORMS AND EQUIPMENT 24
Uniform Specifications 24
Termination or Change of Employment; Return of Uniforms 24
Replacement of Uniforms 24
Uniforms for Parking Control Officers 25
Uniforms for 9102 Transit Car Cleaner and 9104 Transit Car Cleaner Assistant Supervisor. 25
Uniforms and Shoes for 9131 Station Agent, 9126 Transit Traffic Checker, and 9128 Senior Transit Traffic Checker 26
Uniforms and Shoes for 9110 Fare Collections Receiver, 9116 Senior Fare Collections Receiver and 9117 Principal Fare Collections Receiver 26
Uniform Maintenance Allowance 26
S. COMFORT STANDARDS 27
T. LEGAL SERVICES PROGRAM 27
U. APPOINTMENT PROCESSING 27
V. DISASTER SERVICE WORKERS 27
W. REORGANIZATION 28
X. CLASS SPECIFIC EMPLOYMENT PROVISIONS 28
9110 and 9116 Fare Collections Receivers Provisions 28
SECTION I. SENIORITY *28*
SECTION II. SHIFT BIDS *28*

SECTION III. OVERTIME HOLIDAY PAY *29*
SECTION IV. REQUESTS FOR TIME OFF *29*
SECTION V. NOTIFICATION OF STARTING TIMES *30*
SECTION VI. UNION ACCESS *30*
SECTION VII. SHIFT PATTERNS *30*
SECTION VIII. FAST PASS SALES *30*
SECTION IX. CHANGE OF PROCEDURES *31*
SECTION X. DISCIPLINARY ACTIONS *31*
9131 Station Agent Provisions 31
SECTION I. REQUESTS FOR TIME OFF *31*
SECTION II. VACATION POLICY *31*
SECTION III. STATION AGENTS' SENIORITY POLICY FOR PURPOSES OF BIDDING32
SECTION IV. STAFFING *33*
SECTION V. HEALTH & SAFETY *33*
SECTION VI. OVERTIME *33*
SECTION VII. CAREER ADVANCEMENT *34*
Y. TELECOMMUTING 34
ARTICLE III – PAY, HOURS AND BENEFITS 35
A. WAGES 35
B. WORK SCHEDULES 36
Normal Work Schedules 36
Normal Work Day *36*
Normal Work Week *36*
Exceptions *36*
Alternatives to Normal Work Schedules or Flextime 37
Parking Control Officers Work Week 37
Part-time Work Schedules 37
Work Schedule Changes 37
Lunch and Break Periods 37
Rotating Days Off 37
Shift Bidding 38
Work Schedule Changes 38
C. REASSIGNMENT 39
D. ADDITIONAL COMPENSATION & PREMIUM PAY 39
Night Duty 39
Shift Differential for 9131 Station Agents Opening & Closing 39
Shift Differential for Swing and Night Duty- Transit Car Cleaners 40
Bilingual Pay 40
Supervisory Differential Adjustment 40
Standby Pay 41
Callback Pay 41
1. Call-Back/Call-in/Holdover Provision *41*
2. Rest Period *41*
Rest Period for 9131 Station Agent, Municipal Railway 41
Lead Person Premium 42
Parking Control Officer and Station Agent Training Premium 42
Parking Control Supervisor Training Premium 42

Out Of Class Work Acting Assignment Pay 42
Volunteers, SWAP, GAIN, GA Workfare, or others not covered by this agreement 43
Fixed Post Pay for 8214/8216 Parking Control Officers 43
8214 Parking Control Officer & 8216 Parking Control Supervisor of the Month Recognition Allowance 43
9131 Station Agent of the Month Recognition Allowance 43
Expert Officer Premium for 8214 Parking Control Officer and 8216 Parking Control Supervisor 44
Attendance Bonus for 8214 Parking Control Officer and 8216 Parking Control Supervisor . 44
Longevity Premium 44
Weekend Premium Pay for 9110 Fare Collections Receiver, 9116 Sr. Fare Collections Receiver, 9117 Principal Fare Collections Receiver, 9102 Transit Car Cleaner, 9104 Assistant Supervisor Transit Car Cleaner, 9131 Station Agent, and 1937 Supervising Parts Storekeeper 45
Transit Passes 45
E. OVERTIME COMPENSATION 45
Assignment of Overtime 45
Overtime for Non-"Z" Employees 47
1. Overtime Pay or Compensatory Time 47
2. Maximum Accrual of Compensatory Time 47
3. Use of Compensatory Time 47
4. Pay out of compensatory time for non-"Z" class employees at termination of employment 47
Overtime for "Z" Employees 47
F. HOLIDAY 47
Designation of Holidays 47
Floating Holidays 47
Saturday Holidays 48
Holiday Compensation for Time Worked 48
Holidays for Employees on Work Schedules Other Than Monday Thru Friday 48
Holiday Pay for Employees Laid Off 49
Employees Not Eligible for Holiday Compensation 49
Part-time Employees Eligible for Holidays 49
Time Off for Voting 49
G. SALARY STEP PLAN AND SALARY ADJUSTMENTS 49
Salary Step Plan 49
1. Promotive Appointment in a Higher Class 49
2. Provisional to Promotive 50
3. Non-Promotive Appointment 50
4. Appointment Above Entrance Rate 50
5. Appointive Position 51
6. Reappointment Within Six Months 51
Compensation Adjustments 51
1. Prior Fiscal Year Promotion 51
2. Salary Increase in Next Lower Rank Classification 51
3. Flat Rate Converted to Salary Range 51
4. Continuation of Salary Step Earned Under Temporary Appointment 51
5. Credit for Non-Permanent Service 52

6. Salary Anniversary Date Adjustment *52*
Compensation Upon Transfer or Reemployment 52
Transfer *52*
Reemployment In an Intermediate Classification *52*
Reemployment In a Formerly Held Classification *52*
Salary Step Placement Resulting from Status Grant 52
H. NON-PERMANENT EMPLOYEES 52
Testing of Non-Permanent Employees 52
Part-Time Employees 53
Seniority 53
Benefits 53
Health Benefits for As-Needed Employees 53
I. SENIORITY INCREMENTS 53
i. Entry at the First Step 53
ii. Date Increment Due 54
iii. Lay-Off 54
J. HEALTH PLAN 54
Health and Dental Benefits 54
Joint Commitment to Raise Quality and Lower Costs 55
K. LONG TERM DISABILITY INSURANCE 56
L. LIFE INSURANCE 56
M. BENEFITS WHILE ON UNPAID LEAVE OF ABSENCE 56
N. RETIREMENT 57
Temporary Employees 57
Retirement Buy Back 57
Retirement Board 57
Benefit Processing Time 57
Review of Retirement Portfolio 57
Retirement Reopener 58
Retirement Seminar 58
O. VOLUNTEER/PARENTAL RELEASE TIME 58
P. DCAP PROGRAM 58
Q. PAYROLL PROCEDURES 58
Overtime & Holiday Pay 58
Recovery of Overpayment 59
Additional Payroll Procedures 59
R. JURY DUTY 59
S. VACATION 60
Vacation and Days Off Scheduling 60
Holiday During Vacation 60
Vacation When Employment Ceases 60
Annual Vacations of Employees 60
Authorization of Transfer of Vacation Credits 60
T. STATE UNEMPLOYMENT AND DISABILITY INSURANCE 61
U. FAIR LABOR STANDARDS ACT 61
V. EMPLOYEE ASSISTANCE PROGRAM 61
W. DIRECT DEPOSIT OF PAYMENTS 61
X. PAID SICK LEAVE ORDINANCE 62

ARTICLE IV – GRIEVANCE PROCEDURE & PERSONNEL FILES....63

A. GRIEVANCE PROCEDURE....63
i. Definition....63
ii. Grievance Description....63
Procedure....63
Time Limits....63
Employee Grievance Procedure....64
Step I Immediate Supervisor....64
Step II Division Director/Designee....64
Step III SFMTA Employee & Labor Relations Manager/Designee....64
Step IV Final and Binding Arbitration....65
Expedited Arbitration....65
Rights of Individuals....66
Skelly Rights....66
B. PERSONNEL FILES....67
Performance Information....68

ARTICLE V – TRAINING....69

A. CAREER OPPORTUNITIES....69
B. TUITION REIMBURSEMENT....69
C. INSERVICE TRAINING....70
D. EDUCATIONAL LEAVE....70
E. 20/20 WORK TRAINING PROGRAM....70
F. TRAINING, RETRAINING AND CAREER DEVELOPMENT COMMITTEE....71
G. SMART TRAINING....71

ARTICLE VI – HEALTH & SAFETY....72

A. HEALTH AND SAFETY....72
Policy....72
Information....73
Assault Reporting....73
Direct Emergency Access for Parking Control Officers, 8214/8216....73
Joint SEIU Labor-Management Occupational Health and Safety Committee....73
Asbestos Abatement Requirements....73
Employee Ergonomic Assessment....74
Eye Examinations....74
Breaks....74
Physical Plant....74
Inspection of Machines....74
Right to Know....74
Mace Training....74
Parking Control Officer Health and Safety....75
Trauma Time....75
B. WORKERS COMPENSATION LABOR-MANAGEMENT COMMITTEE....75
C. ASSAULT PREVENTION & HARM REDUCTION COMMITTEE....76

ARTICLE VII – LEAVES OF ABSENCE & RETURN TO DUTY....77

A. LEAVES OF ABSENCE....77
i. Sick Leave – General Requirements....77

1. Eligibility for Sick Leave *77*
2. Types of Sick Leave *77*
3. Retirement Automatically Terminates Sick Leave *78*
4. Abridgment of Sick Leave *79*
ii. Sick Leave with Pay 79
1. Sick Leave with Pay Eligibility *79*
2. Prohibition Against Employment While on Sick Leave with Pay *79*
3. Disbursement of Sick Leave with Pay Credits *79*
4. Conversion of Sick Leave with Pay Credits from Days to Hours *79*
5. Employees Injured by Battery and/or Assault (To be referred to as Battery in this Section) *79*
iii. Sick Leave without Pay 80
iv. Prohibition Against Employment While on Sick Leave Without Pay 80
v. Compulsory Sick Leave 80
vi. Appeal of Imposition of Compulsory Sick Leave Following Re-examination 80
vii. Disability Leave 81
viii. Use of Sick Leave with Pay Credits to Supplement State Disability Insurance 82
ix. Military Leave, War Effort and Sea Duty Leaves 82
1. Military Leave *82*
2. War Effort Leave *83*
3. Leave for Sea Duty as Licensed Officer *83*
x. Leave to Accept Other City and County Position 83
xi. Leave for Civilian Service in the National Interest 83
xii. Leave for Employment as an Employee Organization Officer or Representative 83
xiii. Family Care Leave 83
xiv. Witness Leave 84
xv. Religious Leave 84
xvi. Personal Leave 84
B. RETURN TO WORK 84
C. FAMILY MEDICAL LEAVE 85
ARTICLE VIII– SCOPE 86
A. FINALITY OF AGREEMENT 86
B. SAVINGS CLAUSE 86
C. HOLD HARMLESS 86
D. DURATION OF AGREEMENT 87

CSC CARVE OUTS GLOSSARY **89**

ADDENDUM BETWEEN DEPARTMENT OF TRANSPORTATION AND SEIU LOCAL 1021 – EAP PROGRAM **92**

APPENDIX A – SFMTA BUDGET COMMON GOOD PROPOSAL **98**

APPENDIX B – SFMTA PAYROLL/PAY ADVICE CODES **99**

APPENDIX C – 2024 PEC AGREEMENT **101**

ATTACHMENT A **102**

ATTACHMENT B **103**

ATTACHMENT C **105**

ATTACHMENT D **106**

ATTACHMENT E **107**

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

ARTICLE I – REPRESENTATION

A. RECOGNITION

Classifications Currently Represented

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

CLASS	CLASSIFICATION TITLE
1934	STOREKEEPER
1937	SUPERVISING PARTS STOREKEEPER
7454	TRAFFIC SIGNAL OPERATOR
8214	PARKING CONTROL OFFICER
8216	PARKING CONTROL SUPERVISOR
9102	TRANSIT CAR CLEANER
9104	TRANSIT CAR CLEANER ASST. SUPERVISOR
9110	FARE COLLECTIONS RECEIVER
9116	SENIOR FARE COLLECTIONS RECEIVER
9117	PRINCIPAL FARE COLLECTIONS RECEIVER
9118	TRANSIT REVENUE SUPERVISOR
9122	TRANSIT INFORMATION CLERK
9124	SENIOR TRANSIT INFORMATION CLERK
9126	TRANSIT CHECKER
9128	SENIOR TRANSIT TRAFFIC CHECKER
9131	STATION AGENT
9166	TRANSIT AMBASSADOR
9167	TRANSIT AMBASSADOR SUPERVISOR I
9168	TRANSIT AMBASSADOR SUPERVISOR II
9504	PERMIT AND CITATION CLERK
9506	SENIOR PERMIT AND CITATION CLERK
9508	PRINCIPAL PERMIT AND CITATION CLERK

Placement of New Classifications

2. Any non-supervisory, new or amended classification or reclassification not claimed by another Union and related to SEIU represented service critical classes shall be automatically assigned to a service critical bargaining unit represented by SEIU. The current practice as established by the SFMTA Employee Relations Operating Resolution will continue for supervisory classes. The Union will be notified within seven (7) calendar days of any such assignments.

3. Whenever a new class is created by the SFMTA Department of Human Resources which is the result of consolidation or splitting off of one or more former classes, and in those instances when the duties and responsibilities of the new class(es) are the same or similar to those of the former class(es), then the bargaining unit assignment and representation shall continue to be the same as for the former class(es) without notice and appeal procedures required by the CSC Rule and provisions of the SFMTA Employee Relations Operating Resolution.

4. Should there be a dispute regarding appropriate Unit assignment of any such classification(s), such dispute shall be resolved in accordance with the grievance and arbitration procedure.

Applicability of the Agreement to All Newly Recognized Classifications

5. The terms and provisions of this Agreement shall also be automatically applicable to any classifications for which the Union has become appropriately recognized during the term of this agreement. Such classifications shall also receive the appropriate differentials and premiums applicable to related classifications.

6. Issues related to classification descriptions shall be subject to the meet and confer process with final review by the Civil Service Commission. Issues related to the effects of classification decisions on hours, wages, terms and conditions of employment shall be subject to negotiations and interest arbitration.

B. INTENT

7. It is the intent of the parties signatory hereto that the provisions of this Agreement shall become binding upon adoption or acceptance by the SFMTA and ratification by the general memberships of the Unions of the Joint Council or upon a final decision rendered by an arbitration panel pursuant to the interest arbitration procedure under Charter Section 8.409.

8. Upon adoption, the provisions of this Agreement shall supersede and control over contrary or contradictory Charter provisions, ordinances, resolutions, rules or regulations of the City and the SFMTA to the extent permissible by Charter Section 8.409.

9. In the event the parties reach a tentative agreement, the SFMTA Human Resources Director and the Union negotiating team shall present a full tentative agreement, signed by the SFMTA Human Resources Director and representatives of the Union negotiating team, to the City and the Union general memberships for ratification within sixty (60) days of signing such full tentative agreement together with their recommendations.

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

C. MANAGEMENT RIGHTS

11. Except to the extent there is contained in this Agreement express and specific provision to the contrary, nothing herein shall be construed to restrict any legal city rights concerning direction of its work force, or consideration of the merits, necessity or organization of any service or activity provided by the SFMTA. The SFMTA shall also have the right to determine the mission of its constituent departments, officers, boards and commissions; set standards of services to be offered to the public; and exercise control and discretion over the city's organization and operations. The SFMTA may also relieve employees from duty due to lack of work or funds, and may determine the methods, means and personnel by which the SFMTA's operations are to be conducted.

12. However, the exercise of such rights does not preclude represented employees or the union from utilizing the grievance procedure to process grievances regarding the practical consequences of any such actions on wages, hours, benefits or other terms and conditions of employment.

D. NO WORK STOPPAGE

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

E. OBJECTIVE OF THE PARTIES

14. It is agreed that the delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the SFMTA and its employees. Such achievement is recognized to be a mutual obligation of the parties to this Agreement within their respective roles and responsibilities.

15. Recognizing the challenging fiscal realities facing San Francisco and the State of California, the parties agree that in order to preserve City services and employment, they must work cooperatively to identify operational efficiencies, explore additional sources of revenue, and, if necessary, reduce the size of the City workforce through attrition, retraining and reorganization. The parties further agree that it is in their mutual interest to avoid unnecessary reductions in direct public services and to prevent existing City employees from becoming jobless and therefore they mutually agree that they shall focus their efforts to maintain programs and public service jobs to the fullest extent possible.

F. UNION SECURITY

Application

16. Except as provided otherwise herein, and in accordance with applicable federal, state and local law, the provisions of this Section shall apply to all service critical employees of the SFMTA in all classifications represented by the Union.

Payroll Deductions

17. Each pay period, the Controller shall make membership fee deductions from the regular periodic payroll warrant of each employee who is a Union member. In order for the Controller to deduct membership dues, the Union must certify to the City/SFMTA, in accordance with procedures established by the Controller's Office in effect as of April 29, 2019, that the Union has and will maintain authorizations for the dues deductions, signed by the employees from whose salary or wages the City/SFMTA will make the dues deductions. The City/SFMTA shall not discontinue deductions without notice from the Union.

18. Nine (9) working days following payday the Controller will promptly pay over to the appropriate Union all sums withheld for membership dues. The Controller shall also provide with each payment a list of employees paying dues. All such lists shall contain the employee's name, employee number, classification, department number and the amount deducted. A list of all employees in represented classes shall be provided to the Union monthly.

19. Nothing in this Section shall be deemed to have altered the SFMTA's current obligation to make insurance program or political action deductions when requested by the employee.

20. The Union shall be entitled to collect, through the payroll deduction method, membership dues, COPE deductions, and any special membership assessments, and through that system, may make changes as may be required, from time-to-time, subject to the Union providing certification that it has and will maintain an authorization for the applicable deductions, signed by the employee from whose salary or wages the City will make the deductions. The Union shall give the Controller appropriate written notice of any changes in existing deductions, or the establishment of new bases for deduction, in accordance with the procedures established by the Controller's Office in effect as of April 29, 2019.

21. At the time of fingerprint processing, the City will provide new permanent and provisional employees represented by SEIU Local 1021 with a Union-provided packet of information regarding the Union. The Union will provide this information in sealed envelopes, one of which will be distributed to each new employee. The City may advise such employees that the packet is being provided pursuant to a Memorandum of Understanding with the Union and the contents are neither known nor endorsed by the City.

Indemnification

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

G. OFFICIAL REPRESENTATIVES AND STEWARDS

Official Representatives

23. The Union may select employees as set forth herein to attend, during regular duty or work hours without loss of compensation, meetings scheduled with the Civil Service Commission, the SFMTA, the Director of SFMTA Human Resources, or designee, when such meetings have been scheduled for the purpose of city-wide Agreement meeting and conferring on all matters within the scope of representation affecting such appropriate unit, and to participate in the discussions, deliberations, and decisions at such meetings. The selection of such employee members, or substitutions or replacements therefore, and their attendance at meetings during their regular duty or work hours, shall be subject to the following:

SFMTA Service Critical Units	Number of Bargaining Team Members	Alternates
Parking Control Officers	1	1
Parking Control Supervisors	1	1
Parking Control Officers/ Parking Control Supervisors	1	1
Transit Car Cleaner	1	1
Transit Car Cleaner Assistant Supervisor	1	1
Station Agents	2	2
Revenue	1	1
Permit & Citations	1	1
At-Large (From Units Not Mentioned Above)	1	1
Total	10	10

24. Following an election, the Union shall inform in writing the Director of Transportation or the Director of SFMTA Human Resources of the identities of employees selected under the preceding paragraph. The Union may amend the list as needed. No selected member shall leave the duty or work station, or assignment without specific approval of the employee's department head or other authorized management official.

25. In scheduling meetings, reasonable consideration shall be given to the operating needs and work schedules of the department, division, or section in which the employee members are employed.

26. Official representatives who are assigned to evening and night shift work schedules and who participate in meeting and conferring during day shift hours shall be released from their regular shift pursuant to the rules established herein. Official representatives shall not be provided compensatory release time for participating in meeting and conferring on regular days off except as may be mutually determined.

27. Release time for official representatives engaged in meeting and conferring affecting a department or other work unit of SFMTA government shall be determined by mutual agreement.

28. The rules for release time for SFMTA wide meeting and conferring shall apply.

Stewards

29. The Union, through a designated sender, shall provide the SFMTA, through a designated recipient, an accurate list of SFMTA shop stewards and designated officers from each Local in areas as designated by the Union by July 1 of each year and each quarter thereafter. The Union may submit an amendment to the list at any time. An employee has no status as a steward unless the SFMTA has received verification in writing from the Union that the employee is a steward in a given area. Stewards are not authorized to act in said capacity unless on said list.

30. The Union recognizes that it is the responsibility of the shop steward to assist in the resolution of grievances at the lowest possible level.

31. Upon notification of an appropriate management person, stewards and designated officers of the Union, subject to management approval, which shall not be unreasonably withheld, shall be granted reasonable release time to investigate and process grievances, disciplinary appeals and attend meetings with Management without loss of pay or benefits. Union Stewards shall advise their first level supervisors prior to engaging in Union business. Such notification of release time shall normally be made in advance and shall include the area or work location where they will be investigating or processing grievances, disciplinary appeals or meetings with Management. The Union will attempt to ensure that shop steward release time will be equitably distributed. Normally one steward will be sufficient for a single investigation of a grievance or appeal, except for Shop Steward Trainee Observers.

32. In emergency situations, where immediate disciplinary action must be taken because of a violation of law or a SFMTA departmental rule (intoxication, theft, etc.) a shop steward shall not unreasonably be denied the right to leave the shop steward's post or duty to represent the employee. Except in emergency situations, an investigative, disciplinary or grievance meeting shall be rescheduled if a Shop Steward is denied release time.

33. Shop stewards shall not interfere with the work of any employee. A shop steward may interview an employee during the employee's regular work time in order to investigate or process a grievance or disciplinary appeal with the approval of the employee's supervisor, which shall not unreasonably be withheld.

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

35. Stewards shall receive timely notice of and shall be permitted to make appearances at departmental orientation sessions in order to distribute union materials and to discuss employee rights and obligations under this Agreement.

36. Any meeting of shop steward and supervisor shall be held in private surroundings and shall be held in a quiet and dignified manner.

Release Time for Steward Training

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

Official Representatives to Retirement and Health Service Board Meetings

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

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

Bulletin Boards

39. Reasonable space shall be allowed on bulletin boards for use by the Union to communicate with employees as may be agreed between the Union and the affected department head. The Union shall not post literature that is discriminatory or violates applicable law. SFMTA may remove literature that is discriminatory or violates applicable law immediately and shall notify the Union of its removal. Upon request of the SFMTA to meet and discuss Union materials posted on bulletin boards, the Union shall make itself available to meet within forty-eight (48) hours.

Inter-Office Mail

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

Union Access

41. The Union shall have reasonable access to all work locations to verify that the terms and conditions of this Agreement are being carried out and for the purpose of conferring with employees provided that access shall be subject to such rules and regulations set forth immediately below in the following four (4) Paragraphs, as well as to such rules and regulations as may be agreed to by the department and the Union.

42. The parties agree that Union representatives have a reasonable right of access to non-work areas (bulletin boards, employee lounges and break rooms) and to hallways, in order to reach non-work areas to verify that the terms and conditions of this Agreement are being carried out and for the purpose of conferring with employees. The parties agree that union access to work locations shall not disrupt or interfere with SFMTA's mission and services.

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

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

45. Nothing here in is intended to disturb existing written SFMTA union access policies. Further, the divisions may implement additional rules and regulations after meeting and conferring with the Union.

I. UNION ACCESS TO NEW EMPLOYEES PROGRAM

I. PURPOSE

46. The purpose of this agreement is to memorialize the rights and obligations of the San Francisco Municipal Transportation Agency (SFMTA or Agency) and the Union in accordance with CA Government Code Sections 3555-3559, through the creation of a single, Agency-wide Union Access to New Employees Program applicable to all SFMTA Divisions and all SFMTA Service-Critical Employee Unions.

II. NOTICE AND ACCESS

47. A. The Agency shall provide the Union written notice of, and access to, new employee orientations (hereinafter NEOs) as set forth below. It is the Agency's policy that NEOs are mandatory for all newly-hired employees. It is the Agency's intent that NEOs take place as promptly as possible after the first day of employment. Within thirty (30) calendar days of the start of employment, newly-hired employees will be scheduled to attend the next available NEO. NEOs shall be scheduled during an employee's regularly scheduled, paid time. In the event that a newly-hired employee's regular schedule is outside of a scheduled NEO, the Agency may make a one-time adjustment to the employee's work schedule in order to accommodate this requirement.

48. In the event an employee does not attend the NEO that the employee was scheduled to attend, said employee will be automatically enrolled to attend the next available NEO. If the employee does not attend the subsequently scheduled NEO, the Union NEO Coordinator may contact the Agency NEO coordinator to arrange a meeting with the employee pursuant to Section E., below.

49. B. Application: New employees include, but are not limited to, newly-hired employees whose positions are permanent, temporary, full-time, part-time, per diem, seasonal, provisional, or as-needed.

50. C. Notice

1. Single Point of Contact: The Union agrees to provide the Agency with a single point of contact (hereinafter, Union NEO Coordinator) and the Agency agrees to provide the Union with a single point of contact for each Agency (hereinafter, Agency NEO Coordinator), which will be updated by the Agency and the Union on an as-needed basis.

2. Notice of Schedule: For any NEO that takes place on a regular, recurring schedule, the Agency shall be responsible for providing annual notice to the Union. For NEOs that are not offered on a regular, recurring schedule, the Agency shall provide no

less than ten (10) business days' notice. Said notices shall be provided by email, to the Union NEO Coordinator. This requirement shall apply to all NEOs in which Agency personnel provide newly-hired employees with information regarding employment status, rights, benefits, duties, responsibilities, or any other employment-related matters.

3. Notice of Enrollment: Notice shall include a list of new employees represented by the Union scheduled to attend the NEO. The Agency will provide additional identifying information including, but not limited to, classification and unit/division. The Agency shall provide the foregoing information no less than five (5) business days prior to the NEO taking place. The Agency will make best efforts to notify the Union NEO Coordinator of any last-minute changes. Onboarding of individual employees for administrative purposes is excluded from this notice requirement.

51. D. Access and Presentation: At all NEOs, the Union shall be afforded thirty (30) minutes to meet with represented new employees who are present, unless the Union's Memorandum of Understanding (MOU) provides for more than thirty (30) minutes. The right of the Union to meet with newly-hired employees is limited to only those employees whose classifications fall within the Union's bargaining unit. The Agency shall ensure privacy for the Union's orientation, and it shall take place without Agency representatives present. This requirement can be met by providing either a private room or a portion of a room with sufficient distance from other activities in the room to limit disruption. The Agency shall be responsible for including Union presentations on the agenda. The Union's presentation shall occur prior to any meal break and will not be conducted during a scheduled break time. At least one (1) of the Union's representatives may be a Union member designated by the Union. Such member(s) shall be released to attend under the terms and conditions specified in the MOU. If not otherwise provided for in the MOU, the Union may request release of a Union-designated member to attend the NEO. Release time shall not be unreasonably withheld. Said request shall be made to the Employee Relations Division no less than two (2) business days in advance of the scheduled NEO. The Union agrees to limit its presentation to only those matters stated in Section G., below.

52. E. Alternate Procedures: In the event the Union identifies one or more new employees who did not attend the Union's presentation as described in Section A or D, above, the Union may contact the Agency NEO Coordinator to schedule a mutually-agreeable thirty (30) minute time slot for the Union to meet privately with the new employee(s). If the number of such identified employees is five (5) or more at a particular location, the Union NEO Coordinator and Agency NEO Coordinator will work together to schedule a mutually agreeable thirty (30) minute time slot for the private meeting. At least one (1) of the Union's representatives may be a Union member designated by the Union, and such member shall be released to attend under the terms and conditions specified in the MOU.

53. If not otherwise provided for in the MOU, the Union may request release of a Union designated member as provided for in Section D, above. This alternate procedure shall also apply to any employee who has promoted or transferred into the bargaining unit.

1. The Union NEO Coordinator shall coordinate with the new employee(s) referenced in the preceding paragraph and the Agency NEO Coordinator to schedule a thirty (30) minute meeting during normally scheduled hours, which shall not be during employee's break or meal period, for the Union representative(s) to meet privately

with, and provide materials and information to, the new employee(s). Agency representatives shall not be present during said meeting. The Union agrees to limit its presentation to only those matters stated in Section G., below.

2. In the event the proposed time cannot be accommodated, the Union NEO Coordinator and the Agency NEO Coordinator shall work together to find a mutually agreeable time within ten (10) business days of the Union's request.

54. F. Process for Periodic Union Orientations: By mutual agreement, the Union NEO Coordinator and the Agency NEO Coordinator may schedule periodic thirty (30) minute Union orientations. Periodic Union orientations may be scheduled on every other month, quarterly, or other basis.

55. G. Union Orientation Presentations: The Union agrees to limit its presentation to a general introduction to its organization, history, by-laws, and benefits of membership. The Union agrees not to engage in campaigning on behalf of an individual running for public elected office and ballot measures during the NEO, or other topics that would be considered beyond general discussion on the benefits of Union membership.

III. DATA PROVISIONS

56. Subject to the limitations contained in CA Government Code Section 3558, the Agency shall provide the Union with all required information on newly-hired employees to the extent it is made available to the Agency. In addition, within ten (10) business days of the conclusion of each NEO, the Agency agrees to provide the Union with a stand-alone report containing a list of employees, including classification code and unit/division, who were scheduled to, but did not attend each NEO.

57. SFMTA or the City shall provide electronically to the Union every two weeks a report containing the following information for all represented employees:

1. Department
2. Division
3. Full Name (last, first, middle initial)
4. Employee Number
5. Job Classification
6. Employment Status (active, leave of absence, leave with pay, suspended, terminated)
7. Hire Date
8. Citywide Seniority Date
9. Salary Step
10. Hourly Rate
11. Appointment Type
12. Last Pay Date
13. Bargaining Unit
14. Payroll Deduction Type
15. Payroll Deduction Amount
16. Exemption Type
17. Home Address
18. Home Phone
19. Work Phone
20. Work email

IV. HOLD HARMLESS

58. The Union agrees to hold the Agency harmless for any disputes that arise between the Union and any new employee over application of this Section.

J. VENDING MACHINES

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

60. Effective July 1, 2014, the Union shall not establish any new vending machines, but the Union may continue operating vending machines where already established.

K. DATA

61. The SFMTA shall provide information to the Union electronically to permit the evaluation of contract compliance. The information shall be provided biweekly from the SFMTA Human Resources Department. This shall include, but not be limited to, names, department, worksite, classification, seniority, hire date, and status of represented employees.

62. The SFMTA and the Union agree that the Collective Bargaining Agreement will be posted to the internet with an index.

Equal Employment Opportunity (Glass Ceilings)

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

L. STREET CHANGES

64. The SFMTA shall include up to two (2) designated Union representatives on the distribution lists for the Transportation Advisory Staff Committee (TASC), which provides an overview of proposed streets changes that require public hearings, and the Color Curb Hearing agenda, which lists proposed color curb changes to be heard at public hearing. The Union shall be afforded the opportunity to review and provide input either by contacting the project's manager, providing comments as part of the TASC/Color Curb agenda review process, attending the TASC meeting, and/or attending a public hearing to make comments.

M. SFMTA SERVICE CRITICAL LABOR MANAGEMENT COMMITTEE

65. The SFMTA and the Union 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' concerns about their terms and conditions are discussed and addressed. To promote these shared goals, the parties agree to establish a SFMTA Labor Management Committee for SEIU-represented employees (the "SEIU-SFMTA LMC").

66. A. Membership: The SEIU-SFMTA LMC shall be composed of the Director of the SFMTA or designee and a maximum of 13 core members appointed by the Union. Additionally, the Director or designee shall be permitted to bring additional management personnel as needed, including representatives of the SF Police Department and District Attorney. Upon

the request of either the Union or SFMTA, DHR shall send a representative. Additional subject matter experts shall be permitted to attend meetings as necessary. Bargaining unit employees shall be released in advance of any meeting for reasonable caucus time and to attend the meeting, and employees shall not lose any wages or benefits for their attendance at the meeting.

67. B. Purpose: The purpose of the SEIU-SFMTA LMC is to identify, discuss, and address issues surrounding SEIU-represented employees' terms and conditions in a constructive manner. The SEIU-SFMTA LMC members will investigate concerns that are brought to their attention and attempt to make unanimous recommendations to address concerns. The SFMTA shall promptly implement those recommendations made by the SEIU-SFMTA LMC members as long as any such recommendations are consistent with the San Francisco Charter, Codes, Civil Service Rules, SFMTA policies, other applicable law, and provisions of this Agreement.

68. C. Meeting: The SEIU-SFMTA LMC shall meet on a monthly basis starting the month following ratification of this Agreement. The meetings shall normally be scheduled for the first Wednesday of each month, unless a different date in the month is mutually agreed upon by the SFMTA and the Union. Additionally, the regularly scheduled meeting may be canceled by mutual agreement of the Union and SFMTA. No later than seven (7) calendar days prior to the scheduled meeting, the SFMTA and the Union shall provide each other with their proposed agenda items to be discussed at the meeting. Other items shall not be discussed absent mutual agreement. The meetings shall be scheduled to last at least one (1) hour and in no event shall they last more than two (2) hours unless all members agree to extend the meeting.

69. D. Dispute Resolution: At all times the SEIU-SFMTA LMC shall try to resolve issues through unanimous consensus. In the event there is no consensus, either party may request in writing within two weeks after the last meeting at which the issue was discussed, that the issue be submitted to mediation. The Mediator shall be asked to meet only with the members of the SEIU-SFMTA LMC within fourteen (14) days or as soon as the Mediator is available at a location agreed to by the parties. The Mediator shall be empowered to listen to the parties' respective positions and to make a recommendation to the members of the SEIU-SFMTA LMC at the conclusion of the mediation, or no later than one week after, unless the parties mutually agree to give the Mediator additional time. The recommendation issued by the Mediator shall be in writing and deemed advisory in nature. The members of the SEIU-SFMTA LMC may, by mutual agreement, implement the Mediator's recommendation and the parties shall thereafter work together to make that implementation successful. If the Mediator's recommendation is not approved by mutual agreement of the SEIU-SFMTA LMC, the matter may be revisited by the SEIU-SFMTA LMC at a later date if mutually agreed to by the parties.

70. E. Mediator: A Mediator shall be requested from the State Mediation and Conciliation Service unless the parties mutually agree to a different Mediator. No transcript or other recording of the mediation shall be made and the mediation shall be considered a part of the SEIU-SFMTA LMC process. Under no circumstances shall a Mediator be required to testify concerning the mediation. If there is a cost for the services of the Mediator, the parties shall jointly bear that expense.

71. F. Resolution: 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 Section. Grievances under this Section shall commence at Step IV.

72. G. Nothing in this Section shall abridge or otherwise modify any right guaranteed by another provision of this Agreement.

ARTICLE II – EMPLOYMENT CONDITIONS

A. NO DISCRIMINATION

Discrimination Prohibited

73. The SFMTA and Union agree that no person employed or applying for employment shall in any way be discriminated against because of that person's 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 non-merit factors.

Reasonable Accommodation

74. The Parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of the Americans with Disabilities Act and the Fair Employment and Housing Act, as amended by the Prudence Kay Poppink Act. The SFMTA reserves the right to take any action necessary to comply therewith.

75. If there is a conflict between a proposed accommodation and this Agreement, the SFMTA will notify the Union and, upon request, meet with the Union within ten (10) business days to attempt to resolve the issue. The parties may extend this time limit by mutual agreement. During the reasonable accommodation process, an employee has the right, upon request, to Union representation. The SFMTA shall confirm receipt of the accommodation request within seven (7) calendar days.

76. When an employee requests an accommodation pursuant to the ADA and the Fair Employment and Housing Act, as amended by the Prudence Kay Poppink Act, the SFMTA shall meet with the employee and, at the request of the employee, with the employee's Union representative. The SFMTA will inform the employee and the representative of the status of the employee's request for an accommodation and of the resolution of the request. As necessary, and on a case-by-case basis, the SFMTA /Department will meet with the Union representative to review problems concerning reasonable accommodation.

77. SFMTA shall maintain files on formal reasonable accommodation requests that include information related to: status of accommodation requests and the resolution of closed accommodation requests.

78. Following a reasonable period of time after the employee has submitted the information required (or requested by the SFMTA, if the process is initiated by the SFMTA), for a reasonable accommodation, but not later than thirty (30) days, the SFMTA shall provide a written response to the employee's reasonable accommodation request. The written response shall include an update on the status of the employee's request. When the SFMTA grants an accommodation, the SFMTA shall provide a written description of the accommodation to the employee. If no accommodation is granted, the SFMTA shall provide a written reason for the denial to the employee. If no accommodation in the employee's current assignment is possible, the SFMTA HR shall evaluate alternative job assignments for possible accommodation. While the employee's request for reasonable accommodation is pending, the SFMTA shall make every reasonable effort to provide a modified work duty assignment pursuant to the provisions of VII. B. Return to Work, of this Agreement.

Complaints of Discrimination

79. Discrimination complaints will be treated in strict confidence by both the Union and the SFMTA. Claims of discrimination shall be reviewed and determined in accordance with applicable SFMTA policies. Effective July 1, 2024, the SFMTA Office of Civil Rights (OCR) shall offer the complainant an intake interview within thirty (30) days of SFMTA receiving a complaint within OCR's jurisdiction. This deadline does not apply to complaints filed before July 1, 2024. SFMTA shall issue the complainant a determination letter within thirty (30) days of OCR's final review and approval of the investigation. An employee who files a complaint with SFMTA may have an attorney or union representative present during any communications between SFMTA/OCR and the employee.

80. An employee may file a grievance under this section and/or pursue a complaint through the relevant SFMTA office related to the same event or conduct.

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

No Discrimination on Account of Union Activity

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

Equitable Workplace Committee

83. The SFMTA and the Union are committed to ensuring an equitable, diverse, and inclusive SFMTA workforce. For the term of this Agreement, there shall be an Equitable Workplace Committee established to explore opportunities to increase equitable outcomes for Union bargaining unit members. The Committee's first meeting shall take place no later than August 1, 2022.

84. The Equitable Workplace Committee shall meet not less than quarterly for up to an hour, except by mutual agreement, to discuss:

    a. Issues related to equitable experiences, training needs, recruitment, retention, and promotional opportunities in the workplace for SFMTA employees represented by the Union; and

    b. Increasing access to training and workforce development resources provided by the SFMTA Office of Racial Equity and Belonging, and the SFMTA Human Resources Department.

85. The SFMTA shall release up to a maximum of six (6) Union members to participate in the Equitable Workplace Committee.

86. Beginning July 1, 2022, and annually thereafter, the SFMTA shall ensure that:

    a. All supervisors covered by this Agreement shall be provided and complete the City's online implicit bias training in addition to equity training provided by the SFMTA Office of Racial Equity and Belonging.

    b. In accordance with Executive Directive 18-02, all employees covered by this Agreement who participate on hiring panels must complete the City's "Fairness in Hiring" online training annually.

c. All supervisory employees covered by this Agreement shall complete the City's Sexual Harassment Prevention Training once every two years.

87. SFMTA understands that the City's Department of Human Resources ("DHR") is preparing a checklist and supplemental training on disciplinary principles for all departments, to ensure greater consistency and fairness in discipline. SFMTA Human Resources Department agrees to provide the Union with those materials when it receives them from DHR, and will provide quarterly updates to the Union when received.

88. The SFMTA shall make available on its website annual reports on discipline, probationary releases, and Performance Improvement Plans prepared pursuant to the Mayor's Executive Directive 18-02 - *Ensuring a Diverse, Fair, and Inclusive City Workforce*. Upon request of the Union, and mutual agreement of the parties, the SFMTA shall provide additional reports on workforce demographics for employees represented by the Union, to the extent such reports do not violate employee privacy.

Diversity, Fairness, and Inclusivity Communication

89. Annually, SFMTA Office of Racial Equity and Belonging and SFMTA Human Resources Department shall meet with the Union to discuss ongoing efforts to improve racial equity, diversity, and inclusivity in SFMTA.

B. PROBATION

90. All permanent appointees shall serve a probationary period of 1040 regularly scheduled hours worked, including legal holiday pay (LHP). Permanent part-time employees shall serve a prorated portion of that probationary period based on the ratio of scheduled weekly hours to a full-time, 40 hour weekly schedule. The foregoing shall apply except as provided below:

91. 1. Employees who move from a part-time to a full-time position within a classification shall be subject to a probationary period of 520 regularly scheduled hours worked, including legal holiday pay (LHP), in the full-time position;

92. 2. Employees who move, in a flexible staffing series of classifications, except to a supervisory position, will have a probationary period of 520 regularly scheduled hours worked, including legal holiday pay (LHP), in the new position;

93. 3. Employees who move to SFMTA from another city department in the same class or former class will serve a probationary period of 520 regularly scheduled hours worked, including legal holiday pay (LHP);

94. 4. An employee who is appointed to a permanent position shall have the employee's probationary period reduced by the time served by that employee in the same classification in the same department, but all such probationary periods shall be at least 520 regularly scheduled hours worked, including legal holiday pay (LHP).

95. 5. When an employee is reinstated to a permanent position in a former class in SFMTA and SFMTA was not the department in which the probationary period had been completed (in the former class) the employee shall serve a probationary period of 520 regularly scheduled hours worked, including legal holiday pay (LHP).

96. 6. A probationary period of 1040 regularly scheduled hours worked, including legal holiday pay (LHP), will be required following the promotion to the higher classification provided a probation has been served in the first classification.

97. 7. When an employee's position changes by permanent transfer to the same class in SFMTA from another department, by disability transfer, reduction in force due to technical advances, automation or the installation of new equipment the employee shall serve a probationary period of 520 regularly scheduled hours worked, including legal holiday pay (LHP).

98. 8. When an employee is returned as permanent following layoff, involuntary leave or resignation to a class or to SFMTA from another department, the employee shall serve a probationary period of 520 regularly scheduled hours worked, including legal holiday pay (LHP).

99. 9. A current regularly scheduled provisional employee who receives a permanent appointment in the provisional employee's class in another department shall have their probationary period reduced by the time served by that employee in the same classification, but all such probationary periods shall be at least 520 regularly scheduled hours worked, including legal holiday pay (LHP).

100. A probationary period may be extended by mutual agreement, in writing, between the employee and the Appointing Officer. The Union shall be copied on all letters of probationary extensions.

101. An employee who is granted a leave while serving a probationary period shall have such probationary period extended by the period of such leave in order to complete the required period of service. Disability leave shall extend the probationary period in all cases.

102. Any employee who is returned to duty to a position in another department after layoff or displacement, and who has displaced an incumbent in such position, is entitled to an introductory meeting with the new department. The purpose of the meeting is to review the job duties and expectations for the new position and to provide the timeline and framework for training and orientation. After thirty (30) days, the employee is entitled to a review of the employee's performance. If the employee is not meeting standards, the supervisor will meet with the employee and, upon request, the union representative, to identify ways for the employee to bring the employee's performance to a satisfactory level.

C. USE OF GENERATIVE ARTIFICIAL INTELLIGENCE

103. SFMTA will provide the Union reasonable written notice pursuant to the Meyers-Milias-Brown Act of any proposed ordinance, regulation or policy directly relating to matters within the scope of representation regarding the use of generative Artificial Intelligence (AI).

D. CONTRACTING OUT OF WORK

104. Due to the size of the bargaining unit and the diversity of the classifications and employees within the unit, which enable the employees to perform various services in the diverse communities served by the SFMTA, the Mayor/SFMTA Director of Transportation and the Union agree that, for the term of this Agreement, the SFMTA Director of Transportation shall instruct divisions over which the Director has budgetary authority that:

105. SFMTA shall not initiate and the SFMTA Director of Transportation shall not approve requests to contract out any routine work currently performed by existing employees represented by the Union; and

106. SFMTA shall not lay off current bargaining unit members or eliminate existing bargaining unit positions as a result of contracting out.

107. This instruction shall not in any way affect (i) existing contracts (which shall include proposed contracts funded with monies appropriated in the 1996-97 budget), (ii) renewals, amendments or extensions of those contracts, or (iii) new contracts either for services already contracted out or arising from the SFMTA's receipt of new and/or additional federal, state, or grant funds designated for new or unique programs. However, such funds shall not include growth in general fund or enterprise revenues in force and effect at the time of the signing of this Agreement.

108. The SFMTA Director of Transportation agrees that it is not the intent of the SFMTA to use the contracting out process to avoid prevailing wages, compliance with MBE/WBE requirements, or payment of health or other benefits.

109. Notwithstanding any other provision of this section, the SFMTA Director of Transportation may propose pursuant to the SFMTA's standard procedures to contract out work currently performed by existing employees (a) where external funding sources require the use of outside third parties to perform services; or (b) in emergency situations, as determined by the SFMTA Director of Transportation and upon a majority vote of the SFMTA Board of Directors.

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

111. The SFMTA agrees that only SFMTA employees are authorized to hire, fire, execute performance evaluations, and discipline SEIU-represented employees.

<u>Required Notice to the Union on Prop J Contracts</u>

112. The SFMTA shall deliver to the Union no later than sixty (60) days prior to issuing any "Invitation for Bid" or "Request for Proposal" a report explaining the proposed change, an explanation of reasons for the change, and the effect on represented classes.

113. The Union shall respond within twenty-one (21) days from the date of receipt of the above information with a request to meet.

114. The SFMTA agrees to discuss and attempt to resolve issues relating to:

115. Possible alternatives to subcontracting;

116. Questions regarding current and intended levels of service;

117. Questions regarding the Controller's certification pursuant to Charter Section 10.104(15);

118. Questions relating to possible excessive overhead in the SFMTA's administrative-supervisory/worker ratio;

119. Questions relating to the effect on individual worker productivity by providing labor saving devices; and

120. Questions regarding services supplied by the SFMTA to the Contractor.

121. The SFMTA agrees that it will take all appropriate steps to ensure the presence at said meetings of those officers and employees (excluding the Board of Supervisors) of the City/SFMTA who are

responsible in some manner for the decision to contract out so that the particular issues may be fully explored by the Union and the SFMTA.

Non-Prop J Contracts

122. At the time the SFMTA issues a Request for Proposals ("RFP")/Request for Qualifications ("RFQ"), or sixty (60) days prior to the submission of a non-Prop J (personal services contract) request to the SFMTA Department of Human Resources and/or the Civil Service Commission whichever occurs first, the City/SFMTA shall notify the Union of any non-Prop J contract (personal services contracts), including a copy of the draft personal services contract summary form, where such services could potentially be performed by represented classifications.

123. If the Union wishes to meet with SFMTA over a proposed non-Prop J (personal services contract), the Union must make its request to SFMTA Labor Relations within two weeks after the Union's receipt of SFMTA's notice.

124. The SFMTA agrees that it will not assign work currently performed by SEIU represented employees to any other bargaining unit.

125. Upon the request of the Union, the SFMTA agrees to discuss and attempt to resolve issues relating to:

126. Possible alternatives to subcontracting;

127. Questions regarding current and intended levels of service;

128. Questions relating to possible excessive overhead in SFMTA's administrative-supervisory /worker ratio;

129. Questions relating to the effect on individual worker productivity by providing labor saving devices; and

130. Questions regarding services supplied by the SFMTA to the Contractor.

131. Upon request by the Union, the SFMTA shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.

132. The SFMTA agrees that it will take all appropriate steps to ensure the presence at said meetings of those officers and employees (excluding the Board of Supervisors and other boards or commissions) of the City/SFMTA who are responsible in some manner for the decision to contract out so that the particular issues may be fully explored by the Union and the SFMTA.

133. By January 1. 2025, DHR or SFMTA shall maintain an online vacancy dashboard that is updated monthly. The dashboard will list all budgeted and filled positions by classification and department.

Joint Labor Management Committee on Personal Service Contracts

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

135. The SFMTA shall also provide advance notice of at least sixty (60) days to the Union of all amendments to existing non-Prop J contracts valued at more than $100,000 where such services could potentially be performed by represented classifications. At the request of the Union, the SFMTA shall meet to discuss with the Union the topics set forth above, in paragraphs 126 through 130.

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

137. The SFMTA agrees to provide the Union with notices of departmental commissions and Civil Service Commission meetings during which proposed personal services contracts are calendared for consideration, where such services could potentially be performed by represented classifications.

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

138. The SFMTA shall not use paid or unpaid volunteers, SWAP, CAL WORKS, CAAP Workfare, or similar programs to displace Bargaining Unit employees. The SFMTA will not keep authorized budgeted positions vacant, nor is it the intent of SFMTA to initiate the reduction of the number of budgeted positions, for the purposes of using Volunteers, SWAP, CAL WORKS, CAAP Workfare or similar programs.

139. Each quarter the SFMTA will supply the Union an accounting, by department and work location, of the hours worked by CAL WORKS, CAAP or SWAP workers.

140. Employees who supervise or direct the work of volunteers, or CAL WORKS, CAAP or SWAP workers or other similar programs shall be paid a differential of five percent (5%) above their base hourly rate.

Severance/Retraining

141. Represented employees shall have one (1) week of severance pay for each year of permanent service. If a permanent employee is to be laid off because of subcontracting, the employee shall select one of the following irreversible options.

142. 1. Take severance in one payment eliminating automatic recall rights;

143. 2. Take severance as regular bi-weekly payments; retraining if offered by the placement on re-call list until severance is exhausted in which event the employee's automatic recall rights are eliminated;

144. 3. Utilize City-wide bumping rights according to the provisions elsewhere in this agreement. If employee is placed on the holdover list the employee shall receive severance pay for any period in which the employee suffers a loss of pay according to this severance entitlement.

E. LAYOFF

60-Day Minimum Notice

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

Minimum Notice for Displacements

146. For Fiscal Years 2010-2011 and 2011-2012 only, the SFMTA will work with the City's Department of Human Resources ("DHR") to provide ten (10) business days' notice to employees

who are subject to displacement due to layoffs. To the extent this notice period extends beyond the date the displacing employee is to start in the position, the employee who is to be displaced will be placed in a temporary exempt position in the employee's classification and department for the remainder of the notice period.

147. The provisions of this Section shall not apply to "as needed" or intermittent employees or employees hired for a specific period of time or for the duration of a specific project.

Request to Meet & Confer

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

Citywide Seniority in Classification

149. Layoff of employees shall be by inverse order of seniority in a classification City-wide. The Five (5) year rule for City-wide bumping rights shall no longer apply.

150. Employees displaced by layoff shall be placed on the hold over list per CSC rules.

Retraining & Alternative Employment Opportunities

151. Retraining Program. In order to avoid layoffs, the SFMTA will provide an employee targeted for layoff (hereafter "an affected employee") the opportunity to participate in a reorientation/retraining program. The SFMTA shall bear the full costs of any retraining program. Retraining programs shall be developed through the Joint Training, Retraining and Career Development Committee set forth in Article V.F. All employees who have a minimum of twenty-four months of seniority shall be eligible to participate in the reorientation/retraining program. If the availability of funds is limited, disputes among affected employees will be resolved on the basis of City seniority.

152. Vacancies. Upon completion of the bumping process, an affected employee shall have priority to select one of any existing vacancies for which the employee may qualify upon completion of training within a reasonable period of time, not to exceed six months. (Subject to the approval of the Civil Service Commission.)

153. Positions to be Filled. When a position has been designated for a retraining candidate, that position shall be "held open" for no more than six (6) months, unless extended by mutual agreement. The SFMTA may fill the existing vacancy on a temporary basis in order to continue SFMTA services.

Severance

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

155. For all layoffs or displacements effectuated by the layoff of permanent civil service (PCS) employees, employees may elect to take severance pay, even if there is a vacant available position or a position occupied by a less senior incumbent in the class from which the employee is laid off, or a position to which the employee has reinstatement rights, as long as the person who elects severance pay forfeits and waives the opportunity to be placed, to displace a less senior incumbent,

or to be reinstated, and waives all holdover rights to which the employee may be entitled as provided in Article II.E.

156. Layoff notices shall advise employees notified of layoff the option to elect severance pay, and the notices shall advise employees that they may have displacement and/or reinstatement, and holdover rights. The notice shall advise the employee that the employee has fourteen (14) calendar days after receipt as defined by State law (e.g., allowing maximum of 5-days for notice by mail if notice is not given in any other manner) to make an election. The employee receiving a layoff notice shall, upon request, receive information regarding the employee's place on the seniority roster(s) in the employee's own classification and in previous underlying classifications. Within fourteen (14) calendar days after receiving such layoff notice as described above, the employee shall make an irrevocable election among the employee's options.

Internal Job Placement Committee (IJPC)

157. The SFMTA agrees to participate, on behalf of service critical employees at the SFMTA, in the IJPC when such a committee is convened by the City and the Union.

No Lay Offs Through June 30, 2029

158. Effective with the adoption of Amendment #1 of this Memorandum of Understanding by the SFMTA Board of Directors through June 30, 2029, the SFMTA shall not issue any layoff notices or lay off any Permanent Civil Service employees.

F. STAFFING LEVELS

159. The SFMTA and Union acknowledge that there has been and may continue to be a reduction in the City workforce primarily as a result of reduced revenue. Upon request of the Union, if there is a reduction in the workforce that impacts working conditions, the SFMTA agrees to meet and confer on the impact of such reductions on the remaining workforce to the extent required by MMBA.

160. The SFMTA agrees to meet and confer in good faith upon request and endeavor to reach agreement on workload standards. Such meetings may include discussions of appropriate work for one person and relevant state guidelines. The SFMTA agrees to provide any written information on staffing levels in a given department upon written request to the SFMTA Employee Relations Division with any reproduction costs above a single copy to be paid by the Union.

161. The SFMTA, realizing that staffing reductions could result in increased workload pressures upon the remaining employees, shall use its best efforts to avoid mandatory overtime to the maximum extent possible. Upon request of an employee, meet to discuss work priorities and/or workload reductions and/or alternatives to mandatory overtime. The employee may have a representative of the employee's choice at such meetings.

G. REIMBURSEMENT OF WORK-RELATED EXPENSES

Mileage

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

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

Damaged or Stolen Property

163. Reimbursement for property damaged, destroyed or stolen in the line of duty is administered through the provisions of Administrative Code Sections 10.25-1 through 10.25-9.

164. An employee who qualifies for reimbursement of such damaged, destroyed or stolen property shall submit a claim to the employee's department head with all available documentation not later than thirty (30) calendar days after the date of such alleged occurrence. An employee shall be entitled to the appropriate reimbursement no later than one hundred-twenty (120) days following the submission of such claim. Reimbursement may be delayed if the employee does not submit the appropriate documentation.

Meals

165. SFMTA employees shall, subject to the procedures established by the Controller, be reimbursed for the reasonable and actual costs of meals upon presentation of receipts in the following circumstances:

166. When an employee is required by the employee's department to attend a meeting at which a meal is served and such meal is billed to the employee;

167. When an employee is traveling overnight out of the City on SFMTA business.

H. FINGERPRINTING

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

I. COMMUTER BENEFITS

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

J. WELFARE REFORM

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

171. Participants in a public apprenticeship program who are working as apprentices to classifications represented by the Union shall be represented by the Union and shall be covered by this Agreement.

172. New classifications containing public apprenticeship participants or other workers employed in a program designed to address welfare reform which perform a substantial amount of work performed by Union-represented employees shall be assigned to a bargaining unit represented by the Union.

K. PARKING FACILITIES

173. The SFMTA agrees to participate, on behalf of service critical employees in Union/City discussions regarding parking facilities. For the duration of this Agreement, the monthly rate for

basic employee parking at any SFMTA operated and controlled parking facilities, will not exceed rates in effect as of June 1, 2004, or the price of a MUNI Fast Pass, plus $10, whichever is higher.

174. The Union does not waive its rights to advocate within the legislative process regarding any proposal to increase employee parking rates.

175. SFMTA will meet with the Union to discuss the potential options to provide parking for on duty 8214 and 8216 employees within walking distance of the new headquarters prior to opening the new headquarters.

L. EMPLOYEE SUGGESTION PROGRAM

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

Worker Initiated Cost Abatement Program

177. To encourage SFMTA employees to submit improvements in the management and operation of the SFMTA in order to sustain and improve services, increase nontax revenues, reduce inefficiency and improve the quality of work life, the SFMTA and its Departments shall implement an Employee Suggestion Program as described in the San Francisco Administrative Code, Article VIII, Sections 16.108 through 16.117a (as approved on 6/24/82) with the following changes:

178. The Program may be utilized by all employees.

179. Proposals to reduce SFMTA services are not appropriate for consideration under this Program.

180. SEIU may appoint one (1) departmental employee to serve on such committees as established in the Administrative Code. Union appointees will serve on paid release time.

181. The amount of award granted to an employee shall be from $50 to $100, or 10% of the savings to the SFMTA resulting from implementation of the suggestion in the first year following adoption of the suggestion, whichever is greater.

182. Awards shall not be considered compensation for services rendered.

183. Employees submitting suggestions shall be protected from any form of retribution.

M. INDEMNIFICATION AND DEFENSE OF SFMTA EMPLOYEES

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

N. THE RIGHT TO PRIVACY IN THE WORKPLACE

185. Employees subject to this Agreement shall have a reasonable expectation of privacy and to be secure from unreasonable searches and seizures on the employee's person and the employee's work area to the extent provided by law.

O. AUTOMATIC RESIGNATION

186. Absence from duty without proper authorization for any period of time up to and including five (5) or less working days may be cause for disciplinary action by the Appointing Authority.

187. Absence from duty without proper authorization in excess of five (5) continuous working days may constitute abandonment of the position and may be recorded as an automatic resignation. The employee shall be notified by certified mail of this action, prior to the effective date of the automatic resignation.

P. UNSATISFACTORY RESIGNATION

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

Q. ADDITIONAL PART-TIME EMPLOYMENT

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

R. UNIFORMS AND EQUIPMENT

190. The SFMTA shall provide uniforms and equipment as specified below for the workers in the listed classifications:

8214 Parking Control Officer
8216 Parking Control Supervisor
9102 Transit Car Cleaner
9104 Transit Car Cleaner Assistant Supervisor
9110 Fare Collections Receiver
9116 Senior Fare Collections Receiver
9117 Principal Fare Collections Receiver
9126 Transit Traffic Checkers
9128 Senior Transit Traffic Checkers
9131 Station Agent, Municipal Railway

191. The SFMTA shall meet and confer with the Union regarding the style and color of new uniforms provided under this section.

Uniform Specifications

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

Termination or Change of Employment; Return of Uniforms

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

Replacement of Uniforms

194. Replacements for uniforms shall be acquired by purchase or lease by the SFMTA and furnished to the members as indicated in this Agreement as the items wear out. Not more than one uniform

shall be acquired by the SFMTA in any twelve month period for the use of one employee enumerated herein, provided however, that any employee entitled to a uniform allowance under this Agreement shall be furnished two replacement shirts or blouses in any twelve month period or a full or partial replacement of the uniform when the department determines that the uniform has been damaged in the course of the employee's duties for the SFMTA.

Uniforms for Parking Control Officers

195. New employees in Classes 8214 Parking Control Officer and 8216 Parking Control Supervisor, when needed as determined by the Appointing Officer or designee, shall be furnished uniforms as follows: one (1) jacket, five (5) shirts, three (3) pairs of pants, one (1) belt, one (1) pair of shoes, one (1) tie, one (1) sweater and one (1) set of rain gear (jacket, pants and rain boots).

196. Replacement of uniform for classes 8214 Parking Control Officer and 8216 Parking Control Supervisor shall be on an as-needed basis as determined by the Appointing Officer or designee up to a maximum annual allocation as follows: six (6) replacement parts and one (1) pair of shoes. These parts shall include pants or shirts. In addition, jackets, windbreakers, sweaters, and raingear will be replaced only every two or three years as required and determined by the Appointing Officer or designee. The Department agrees to make every attempt to increase the replacement allocation, during each succeeding budgetary processes. The SFMTA shall submit orders for allocated items to the vendor by no later than October 31 of each year. If the vendor informs the SFMTA that there will be a delay in processing an order, the SFMTA shall inform the 8214 Parking Control Officer or 8216 Parking Control Supervisor. For each contracted vendor, the SFMTA shall provide the Union with a copy of the contract promptly upon the Union's request.

197. Any items determined by the Appointing Officer or designee to be damaged in the course of duty will be replaced and will not count towards the yearly replacements.

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

198. The department shall provide Transit Car Cleaners with the following:

199. a. Each worker shall be provided with seven (7) pairs of coveralls and three (3) coveralls per week shall be laundered by the department. Employees may elect to receive shirts and pants in lieu of coveralls. The cost of these items shall not exceed the cost of coveralls. Each worker shall be provided with one (1) pair of insoles if prescribed by the employee's physician, every twelve (12) months.

200. b. Prescription safety glasses in accordance with the SFMTA eye protection program SOP, at a cost not to exceed $150 per employee. The SFMTA eye protection program SOP provides for one (1) pair of fitted safety glasses no more than once every two (2) calendar years, and that SFMTA will replace or repair prescription safety glasses that are damaged due to work-related causes, unless the damage is a result of employee negligence, in which case the cost will be the responsibility of the employee. In the event an employee provides the Safety Division an updated prescription that does not match their current safety glasses, the SFMTA will provide their next bi-annual voucher described above for new prescription safety glasses.

201. c. SFMTA shall provide an annual cash allowance of two hundred and fifty dollars ($250.00) toward the cost of acquiring SFMTA-approved waterproof safety shoes, which employees are required to wear while on duty. SFMTA shall provide the cash allowance during January of each year. For 9102 and 9104 employees hired after the provision of the January cash allowance, arrangements will be made to provide a cash allowance or voucher for the

acquisition of SFMTA-approved waterproof safety shoes. It is understood that if the safety shoes should become worn out or unserviceable, they shall be replaced as soon as possible.

202. d. Foul and Inclement Weather Gear. Each worker shall be provided every twelve (12) months one (1) insulated coveralls, one (1) set of rain gear (safety reflective jacket and pants), and two (2) safety reflective sweaters. Rubber rain boots will be provided upon request.

Uniforms and Shoes for 9131 Station Agent, 9126 Transit Traffic Checker, and 9128 Senior Transit Traffic Checker

203. For each 9131 Station Agent, 9126 Transit Traffic Checker, and 9128 Senior Transit Traffic Checker required to wear a uniform, the SFMTA shall provide the 9131 Station Agent, 9126 Transit Traffic Checker, and 9128 Senior Transit Traffic Checker with a voucher to purchase: four (4) pants, five (5) shirts, two (2) sweaters, two (2) ties, one (1) belt, one (1) all weather coat, on an annual basis. Said uniform shall include insignia identifying the employee as an SFMTA Station Agent or Transit Traffic Checker. For each 9131 Station Agent, 9126 Transit Traffic Checker, and 9128 Senior Transit Traffic Checker required to wear safety shoes, the SFMTA shall provide a cash allowance of two hundred and fifty dollars ($250) every twelve (12) months toward the cost of acquiring SFMTA-approved safety shoes and related supplies. During the term of this Agreement, the SFMTA shall provide the cash allowance on the first pay period of July 2024, and each July thereafter.

Uniforms and Shoes for 9110 Fare Collections Receiver, 9116 Senior Fare Collections Receiver and 9117 Principal Fare Collections Receiver

204. For 9110 Fare Collections Receiver, 9116 Senior Fare Collections Receiver and 9117 Principal Fare Collections Receiver, the SFMTA shall provide a cash allowance of two hundred and fifty dollars ($250.00) annually toward the cost of acquiring SFMTA-approved safety shoes. SFMTA shall provide the cash allowance during January of each year for the term of the agreement. For the employees listed above hired after the provision of the January cash allowance, arrangements will be made to provide a cash allowance or voucher for the acquisition of a pair of SFMTA-approved safety shoes. It is understood that if the safety shoes should become worn out or unserviceable, they shall be replaced as soon as possible.

205. The SFMTA shall provide protective clothing and equipment for the health and safety protection of employees on the job, including safety vests and safety goggles or prescription eyewear for the employees listed above who are required to wear such protective eyewear and safety vests. If requested by the employee, SFMTA shall provide rain gear, yellow safety sweaters, gloves, and all-weather jackets.

Uniform Maintenance Allowance

206. Employees in classes 8214 Parking Control Officer, 8216 Parking Control Supervisor, 9131 Station Agent, 9126 Transit Traffic Checker, and 9128 Senior Transit Traffic Checker will be responsible for maintaining the uniform in a clean and presentable condition and for maintaining a neat appearance while on duty. These employees shall receive a uniform maintenance allowance of twenty-five dollars ($25.00) per month. The allowance shall be paid on the first pay date of each month. Employees on Workers' Compensation, State Disability, or out on other leave greater than 30 days, at the beginning of each month shall not be eligible for said allowance.

S. COMFORT STANDARDS

207. The SFMTA shall meet and confer with the Union on providing adequate lounge, locker, comfort, and restroom facilities.

208. As part of any new funding proposals for new construction or renovations, SFMTA will include requests for funding designated non-work areas for the purpose of providing restrooms and a location for employees to take their breaks.

T. LEGAL SERVICES PROGRAM

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

U. APPOINTMENT PROCESSING

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

V. DISASTER SERVICE WORKERS

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

    A. By January 1, 2024, the SFMTA shall adopt a disaster staffing plan outlining the SFMTA DSW program, identifying examples of the duties and responsibilities that employees may have during a disaster, employee safety, and training requirements. The SFMTA will meet with the Union over the disaster plan as required under Paragraph 210 above.

    B. The SFMTA shall provide annual training to all employees regarding SFMTA DSW duties and responsibilities during a disaster.

    C. The SFMTA shall make best efforts to prevent probationary employees from being given DSW assignments. Services as a DSW shall not result in an extension of probation unless it is in accordance with Article II, Section B.

    D. The SFMTA shall notify the Union and employees of how to contact the City command center to address issues, complaints, and concerns regarding DSW assignments, including scheduling.

    E. The SFMTA shall make best effort to provide advance notice of changes to the schedule or location of DSW assignments.

    F. Employees asked to provide bilingual services who are not already certified will be scheduled for an exam as quickly as possible. While the exam is pending, these employees shall receive bilingual pay upon certification by the employee, the employee's department and the employee's DSW department, that the employee is providing bilingual services necessary to the disaster response. Upon returning to their original duties, employees will no longer be eligible for such bilingual pay, unless they qualify for bilingual pay under paragraph 301.

    G. Service as a DSW may be considered as a positive factor in promotional applications.

W. REORGANIZATION

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

X. CLASS SPECIFIC EMPLOYMENT PROVISIONS

9110 and 9116 Fare Collections Receivers Provisions

SECTION I. SENIORITY

213. A. Permanent employees will have seniority over temporary employees: Seniority will be determined by the starting date of permanent employment in the classification. In the event of a tie, seniority will be determined by the rank on the eligible list. If no eligible list exists, seniority will be determined by drawing lots. The order of seniority shall be as follows:

1) Permanent
2) Temporary

214. B. Employees shall not receive seniority credits for leave periods which exceed one year.

SECTION II. SHIFT BIDS

215. A. Shift bids will be conducted every six months, to start October 1 and April 1, unless either an abridgement or extension is mutually agreed to by both the Union and the Revenue Operations Manager. Revenue Operations will meet and confer over the shift bid one month prior to delivery of the shift bid package to the employees.

216. B. Shift bids will include days off, shift-times, and a job description of primary duties for all personnel. Jobs involving collections, and primary Pass Sales assignments will rotate weekly during the period covered by the bid. The schedule for rotating personnel will be distributed on the Wednesday prior to the start of the work week, with the duties corresponding to the unit that the employee bids in.

217. C. Shift bids will be conducted with the most senior employees bidding first; however, employees who do not submit shift bids will drop to the bottom of the list and will bid on those shifts not filled.

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

1. Training to operate:

a. Forklifts
b. Heavy Duty Vehicles

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

220. E. If any position(s) are vacated or eliminated between sign-ups due to retirement, resignation, layoff, reassignment, or Extended leave (more than 30 days) the Revenue Operations Manager will have the option to Leave the shift unfilled for the remainder of the sign-up period.

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

222. G. If new shifts become available or are deleted between sign-ups, the Revenue Operations Manager will conduct a new sign-up as described in paragraph 220.

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

SECTION III. OVERTIME HOLIDAY PAY

224. A. For purposes of this section the three work units are: Day/Lost and Found, Processing, and Collections units.

225. B. Holiday sign-ups will be held 30 calendar days prior to each scheduled holiday. The holiday sign-ups will be based on classification seniority within units as defined in Section III.A. The employee shall have the right to refuse the holiday work should the need arise. SFMTA will make an effort to offer holiday work to the next senior volunteer. If that effort is unsuccessful, SFMTA may then assign the work based on inverse order of seniority.

226. C. SFMTA will make an effort to offer all overtime to the most senior employee on RDO assigned to the unit requiring overtime. The limit for each employee is 16 hours per pay period and/or a maximum of 200 hours per calendar year. These limits can only be exceeded upon prior approval of either the Revenue Operations Manager or designee. At Cable Car, the Revenue Department will offer 4-4 overtime shifts if both affected receivers can be contacted and both receivers agree to the 4-4 overtime shift. If this is not possible, an employee will be assigned by the Revenue Manager to work the required overtime.

227. D. Employees will be allowed to accumulate compensatory time off when it is received in increments less than 8 hours in order to take a full day off at a time they request. Requests will be granted in accordance with paragraph 228.

228. E. The Revenue Operations Manager will provide a copy of the overtime and holiday records of all Revenue employees to the Chief Steward upon request.

SECTION IV. REQUESTS FOR TIME OFF

229. A. Revenue Operations will grant requests for paid and unpaid time off (single days) as long as they are requested within five (5) working days of the requested time off. Permission will be limited on any one day to the first requesting employee in the Processing Unit; the first requesting employee in the Day Unit; and the first two (2) requesting employees in PM Unit.

230. B. SFMTA shall hold a vacation sign-up during the time of shift sign-up, two (2) times a year. The final vacation list will be posted on the Revenue Operations SharePoint or other mutually agreeable SFMTA online platform.

231. Requests will be honored based on classification seniority within units. Units include: PM unit, Day unit, and Processing unit.

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

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

234. Those employees who fail to sign-up within the deadline will be allowed vacation time as determined by the Revenue Operations Manager, but must be offered the employee's amount of annually earned vacation.

235. A copy of the final vacation list will be posted on the Revenue Operations SharePoint or other mutually agreeable SFMTA online platform and forwarded to all stewards.

236. All vacation updates regarding cancellations or approvals shall be posted on the Revenue Operations SharePoint online platform.

SECTION V. NOTIFICATION OF STARTING TIMES

237. A. The Revenue Operations, when determining the starting time for those employees with rotating shift assignments, will provide the Sunday to Saturday assignments on the preceding Monday for the following week. Employees not assigned to work on Monday may call the Revenue Operations for their assignment schedule.

238. B. The employees must give the Revenue Operations a minimum notice of one hour when requesting sick leave and a minimum notice of four hours when requesting a return to duty from sick leave. If the one-hour notice is not received, the employee will be placed on unpaid leave. If the four-hour notice is not received, the employee will remain on leave for that shift.

239. C. Starting times for each day will not be changed without at least twenty-four hours' notice or only with the consent of the employee, except in emergencies. Once an employee has reported for duty and the Revenue shift Supervisor desires to reassign the employee to another Revenue worksite, the Revenue Operations Section will provide transportation to and from the new Revenue jobsite unless the employee elects to use own vehicle.

SECTION VI. UNION ACCESS

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

SECTION VII. SHIFT PATTERNS

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

SECTION VIII. FAST PASS SALES

242. When selling Fast Passes, employees shall not have any deductions made from their wages or be required to reimburse SFMTA for any shortage or loss unless caused by dishonesty. Management will provide small cash registers at all sales locations for accuracy in balancing at the end of the employee's shift.

SECTION IX. CHANGE OF PROCEDURES

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

SECTION X. DISCIPLINARY ACTIONS

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

<u>9131 Station Agent Provisions</u>

SECTION I. REQUESTS FOR TIME OFF

245. The following procedures will continue to be in effect:

A. All requests for time off (comp. time, lieu days, one day vacation, etc.) must be submitted to Station Operations at least 10 business days prior to the requested date.

B. All requests must be in duplicate.

1. All weekend requests must be made on the proper color-coded sheets.
2. Station Operations will return the duplicate copy with approval or denial at least five (5) business days before the date requested.
3. Even though Station Operations will try to grant short notice requests, the operation of the subway must be our first concern.
4. Requests not conforming to these guidelines will be handed on an individual case basis to be resolved by the manager of Station Operations.
5. Requests will be considered on a first come, first served basis.

SECTION II. VACATION POLICY

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

A. A seniority list will be posted in each Booth and at Station Operations. Sign-up for vacation will be by seniority in accordance with date of hire into the 9131 Class. Sign-up forms are arranged so that full week vacations run Saturdays through Friday. Agents must sign for the full vacation week.

B. After each Agent's name on the seniority list will be a time to call the Bid Supervisor. If Agents have any questions regarding the bid, contact the bid Supervisor.

C. If Agents do not call at their appointed time or submit a bid slip 5 days in advance, the Bid Supervisor will place a PASS behind their name. The sign- up will continue as scheduled. Agent(s) so passed will be permitted to sign-up only on open dates available at the end of vacation bid.

D. Agents not signing at this time will not be able to use seniority to bump at a later date.

(1) Four agents per week from January to December.

(2) Four agents per week from May to August.

E. Agents cannot sign-up for vacation which will not be earned at time of selected vacation date(s).

F. Two weeks written notice must be given to Station Operations for cancellation of vacation. Vacations signed for and later cancelled at Agent's request will be available by first come, first served.

G. Every Agent bidding on vacation will be required to submit a signed "Vacation Request Form" and submit it to Station Operations.

H. Station Agents shall confirm their vacation with the Bid Supervisor by phone. An approved copy will be returned to the Agent within seven (7) business days of the bid.

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

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

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

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

250. The parties may re-evaluate the vacation sign-up policy after eighteen (18) months upon the request of either party. Arbitrator David Weinberg will retain jurisdiction if the parties are unable to agree upon modification at that time.

SECTION III. STATION AGENTS' SENIORITY POLICY FOR PURPOSES OF BIDDING

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

<u>Classification Service</u>

252. All Station Agents' seniority will be assigned based on classification date of employment and in accordance with departmental rules and regulations. Civil Service date of employment (City wide service) shall have no bearing on departmental seniority and cannot be used for bidding purposes.

A. <u>Place on list</u>

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

B. Full-time/Part-time

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

C. Seniority List

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

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

BENEFICIAL PAST PRACTICES

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

SECTION IV. STAFFING

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

SECTION V. HEALTH & SAFETY

255. A. SFMTA will make every effort to maintain staffing at a level which provides a safe and healthful environment for Station Agents and the general public.

256. B. Booths must be maintained and cleaned on a regular basis.

257. C. Unless required by operational needs, the SFMTA shall assign extra board staff to unstaffed secondary booths and a second Station Agent to Union Square Station. However, in no circumstances shall this provision require the assignment of overtime or the hiring of additional Station Agents.

258. D. The Union and Management agree to establish a joint Health and Safety Committee consisting of 2 union representatives and 2 management representatives. The committee will study and recommend action on issues related to exhaust from the computer and other equipment and air quality and temperatures within the booth.

SECTION VI. OVERTIME

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

SECTION VII. CAREER ADVANCEMENT

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

Y. TELECOMMUTING

261. An employee who meets the Telecommuting Program eligibility criteria and program guidelines may apply to participate in the Telecommuting Program. Requests for participation in the Telecommuting Program shall be responded to within thirty (30) days. As described more fully in the Telecommuting Program materials, telecommuting is a cooperative arrangement subject to the telecommuting appeal process. Either a telecommuting employee or the SFMTA may end a telecommuting arrangement at any time, however, telecommuting arrangements will not be denied or ended for an arbitrary or capricious reason. 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 SFMTA's Human Resources Director, whose decision shall be final and binding. Upon the request of the Union, the Labor Management Committee will agendize any disputes relating to changes to telecommuting arrangements or denials of telecommuting requests. Neither the Telecommuting Program nor this Section are subject to the grievance and arbitration procedure of this Agreement.

ARTICLE III – PAY, HOURS AND BENEFITS

A. WAGES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

q. Effective July 1, 2024, represented employees shall earn no less than $25.00 an hour.

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

<u>New Step for 8214 Parking Control Officer and 8216 Parking Control Supervisor</u>

263. For 8214 Parking Control Officer and 8216 Parking Control Supervisor classifications, effective July 1, 2024, the current seventh step shall become an eighth step at three percent (3%) above the current seventh step and SFMTA shall create a new entry Step 1 at two percent (2%) below the current step one (which shall become step two) for all employees hired on or after July 1, 2024.

264. Effective July 1, 2025, SFMTA shall increase the eighth step by one and one-half percent (1.5%).

9166 Transit Ambassadors, 9167 Transit Ambassador Supervisor Is, and 9168 Transit Ambassador Supervisor IIs

265. On July 1, 2024, the SFMTA will increase the base wage rate for the 9166 Transit Ambassador, 9167 Transit Ambassador Supervisor I, and 9168 Transit Ambassador Supervisor II classifications by a quarter of a percent (.25%).

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

B. WORK SCHEDULES

Normal Work Schedules

Normal Work Day

266. A normal work day is a tour of duty of eight (8) hours completed within not more than nine (9) hours.

267. If an alternative work day of either ten (10) or twelve (12) hours is, or has been, established by mutual agreement, the shift shall be considered normal for the affected employees.

Normal Work Week

268. A normal work week is a tour of duty comprised of fixed consecutive scheduled days of work and fixed consecutive days off within a period of seven (7) days.

269. Alternative work weeks can be established by mutual agreement. Employees shall have two consecutive days off except by mutual agreement of the parties.

Exceptions

270. The 20-20 education programs

271. Specially funded training programs to be determined by the parties;

272. 6-Day work week for educational and training courses.

Represented employees may, on a voluntary basis, with approval of the appointing officer, consistent with scheduling requirements, work a forty-hour week in six (6) days when required in the interest of furthering the education and training of the employee;

273. Inability to work due to inclement weather or unusual circumstances.

Employees shall receive no compensation when properly notified (two (2) hour notice) that the work applicable to the classification is not available because of inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances. Employees who are not properly notified and report to work and are informed no work applicable to the classification is available shall be paid for a minimum of two (2) hours.

274. Employees who begin their shift and are subsequently relieved of duty due to the above reasons shall be paid a minimum of four (4) hours, and for hours actually worked beyond four (4) hours, computed to the nearest one-quarter (1/4) hour.

275. City-Wide Voluntary Reduced Work Week

Employees in any classification, upon the recommendation of the appointing officer and subject to the approval of the SFMTA Human Resources Director, may voluntarily elect to work a reduced

week for a specific period of time. Such reduced work week shall not be less than twenty (20) hours per week nor for less than three (3) continuous months during the fiscal year. Pay, vacation, holidays and sick pay and any other benefits shall be reduced (computed proportionately) in accordance with such reduced work week.

Alternatives to Normal Work Schedules or Flextime

276. Upon request of either the Union or SFMTA, the parties shall meet and confer on proposals offered by the Union or SFMTA relating to alternative scheduling of working hours for all or part of SFMTA.

277. Notwithstanding any changes agreed to under this section, the work year shall continue to be two thousand eighty (2080) hours (2088 in leap years) and overtime shall be earned on a daily and/or weekly basis, provided, however, the Union and SFMTA may mutually agree on cost equivalent alternative scheduling practices.

Parking Control Officers Work Week

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

Part-time Work Schedules

279. A part-time work schedule is a tour of duty less than forty (40) hours per week.

280. Salaries for part-time services shall be calculated upon the compensation for normal work schedules proportionate to the hours actually worked.

Work Schedule Changes

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

Lunch and Break Periods

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

Rotating Days Off

283. Upon request by the Union for rotating days off in SFMTA, management will meet and confer with the Union over the definition and scheduling of rotating days off. In the event an agreement

is reached, elections shall then be conducted within SFMTA to determine the manner in which days off are to be scheduled (fixed or rotating).

Shift Bidding

284. Upon the written request of the Union or the SFMTA, the parties shall meet and confer to establish or to revise a shift bidding procedure. All shift bid postings shall include the following information: the nature of the assignment, days off, work location, and duration of the bid. The shift bidding procedure shall incorporate the principles of seniority. This provision shall not be applied in an arbitrary or capricious manner.

a. 8214 Parking Control Officer and 8216 Parking Control Supervisor: Twice annually, in March and September, SFMTA shall schedule a Parking Control Officer Shift Sign-Up to take effect on a subsequent mutually agreed upon date. Thirty (30) days prior to the shift bid, the Union and SFMTA shall meet and confer over the terms and schedules of the bid. This provision does not preclude the parties from agreeing to meet and confer over a shift bid at other times during the year, as needed.

b. 9504 Permit and Citation Clerk, 9506 Senior Permit and Citation Clerk, and 9508 Principal Permit and Citation Clerk: SFMTA shall hold shift bid sign-up twice a year thirty (30) days before the sign-up effective dates. The sign-up effective dates will be the start of the first full pay period in the months of January and July. A meet and confer shall be scheduled by mutual agreement at least thirty (30) days prior to the sign-up date, during which the Union and SFMTA shall meet and confer over the shift bid terms, available shifts, schedule of the bid and instructions, and to confirm the accuracy of the seniority list. SFMTA shall provide bid request forms at least ten (10) business days prior to the proposed sign-up date.

c. 9131 Station Agents: Twice annually, in January, and July, SFMTA shall schedule a Station Agent Shift Sign-Up to take effect on a subsequent mutually agreed upon date. Thirty (30) days prior to the bid, the Union and Management will meet and confer over the terms and schedules of the bid. This provision does not preclude the parties from agreeing to meet and confer over a shift bid at other times during the year, as needed. The Union shall be allowed to have a up to two (2) monitors present at the bid.

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

Work Schedule Changes

286. It is agreed that pursuant to the exercise of management rights, normal work schedules may be changed without mutual agreement, subject to compliance with other provisions of this Agreement. However, it is agreed that the effects of consequences of such changes are subject to the meet and confer obligation to the extent required by state law.

287. The parties mutually reaffirm the language of this section that alternative work weeks beyond those described in this Agreement may be instituted only after mutual agreement of both of the parties.

C. REASSIGNMENT

288. When SFMTA seeks to fill a permanent vacancy or temporary vacancy lasting one (1) year or more, SFMTA shall utilize the following procedure:

289. Such vacancies shall be posted. Posting of vacancies shall include shifts, hours, position, assignments, days off and work location and shall be posted for at least one week in SFMTA's personnel office(s), on official bulletin boards and at other mutually agreed upon locations.

290. Reassignment: SFMTA will reassign one of the three most senior qualified applicants from within the class and department who has applied within the one week posting period, taking into consideration applicable affirmative action and ADA requirements.

291. If less than three qualified employee expressed interest in the reassignment, the position shall be filled by either choosing the least senior qualified employee in the class and department or some other means authorized by CSC rules.

292. The reassignment shall be based on objective criteria and shall not be arbitrary or capricious.

293. Selection criteria: in filling a vacancy, SFMTA may consider the candidate's knowledge, skills and abilities when determining whether or not the candidate is acceptable for the position. If no candidate is accepted for the position, the department may use other means authorized by CSC rules to fill the position.

294. The name of the candidate selected shall be posted for a one week period.

295. Grievances arising from this section may be initiated at the third step of the grievance procedure. Unresolved grievances shall be submitted to Expedited Arbitration.

296. Absent mutual agreement, an employee may not be voluntarily reassigned pursuant to this provision more than twice in a two-year period.

D. ADDITIONAL COMPENSATION & PREMIUM PAY

Night Duty

297. Employees shall be paid eight percent (8%) more than the base rate for each hour worked between 5:00 pm and 7:00 am provided that the employees' regular shift includes at least one (1) hour between 5:00 pm and 7:00 am, except for those employees participating in an authorized flex-time program and who voluntarily work between the hours of 5:00 pm and 7:00 am.

298. Employees shall be paid ten percent (10%) more than the base rate for each hour worked between the hours of midnight (12:00 a.m.) and 7:00 a.m. provided that the employees' regular shift includes at least five (5) hours between the hours of midnight (12:00 a.m.) and 7:00 a.m.

Shift Differential for 9131 Station Agents Opening & Closing

299. Employees in classification 9131 Station Agent assigned to open or close a "Covered Station" shall receive a premium of two and one-half percent (2.50%) of base rate pay for each hour actually worked during the shift when the employee opens or closes a Covered Station. The following stations are Covered Stations: West Portal, Castro, Church, Van Ness, Civic Center, Powell Street, Montgomery, Embarcadero, Chinatown-Rose Pak, Union Square, and Yerba Buena/Moscone. This premium is limited to 9131 Station Agents at Covered Stations who open and close those stations. SFMTA shall provide one (1) designated parking spot for Station Agents who open or close Forest Hill Station. Station Agents who open a station are those Agents who start working

before the station opens for revenue service. Station Agents who close a station are those Agents who work after a station closes and revenue service ends.

Shift Differential for Swing and Night Duty- Transit Car Cleaners

300. For classes:

9102 Transit Car Cleaner
9104 Transit Car Cleaner Assistant Supervisor
9106 Transit Car Cleaner Supervisor I

301. Any shift immediately following a regular day shift or commencing during any period of a day shift shall be considered a swing shift and employees working on such shift shall be paid at ten percent (10%) above the regular day shift. A subsequent shift shall be known as a night shift and shall be paid at fifteen percent (15%) above the regular day rate.

Bilingual Pay

302. Subject to Department of Human Resources approval, employees who are certified as bilingual and who are assigned to perform bilingual services shall receive a bilingual premium of sixty dollars ($60) per pay period. For purposes of this section, "bilingual" means the ability to interpret and/or translate non-English languages including sign language for the hearing impaired and Braille for the visually impaired, and "certified" means the employee has successfully passed a language proficiency test approved by the Director of Human Resources.

303. Effective January 1, 2020, at the SFMTA's discretion, the SFMTA may require an employee to recertify not more than once every two years to continue receiving a bilingual premium.

Supervisory Differential Adjustment

304. Compensation of a supervisory employee whose schedule of compensation is set herein shall be adjusted subject to the following conditions:

305. 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.

306. 2. The supervisor/subordinate relationship is approved by the Appointing Officer, Chief Administrative Officer, board or commission, where applicable, and is a matter of record based upon review and investigation by the SFMTA Human Resources Department.

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

308. 4. The compensation schedule of the supervisor is less than five (5) percent or one (1) full step over the compensation schedule, exclusive of extra pay, of the employee supervised.

309. 5. The adjustment of the compensation schedule of the supervisor shall be to the nearest compensation schedule representing, but not exceeding five (5) percent or one (1) full step over the compensation schedule, exclusive of extra pay, of the employee supervised. If the application of this section adjusts the rate of pay of an employee in excess of the employee's immediate supervisor, the pay of such immediate supervisor shall be adjusted to an amount One Dollar ($1.00) biweekly in excess of the base rate of the supervisor's

highest paid subordinate, provided that the applicable conditions under this section are also met.

310. 6. Compensation adjustments are effective retroactive to the beginning of the current fiscal year or the date in the current fiscal year upon which the employee became eligible for such adjustment under these provisions.

Standby Pay

311. Employees who, as part of the duties of their positions are required by the appointing officer to stand by when normally off duty to be instantly available on call for immediate emergency service for the performance of their regular duties, shall be paid twenty-five (25) percent of their regular straight time rate of pay for the period of such standby service, except that employees shall be paid ten (10%) percent of their regular straight time rate of pay for the period of such standby service when outfitted by their Department with a cell phone or another type of electronic device, and the employee voluntarily accepts said standby service. When such employees are called on to perform their regular duties in emergencies during the period of such standby service, they shall be paid while engaged in such emergency service the usual rate of pay for such service as provided herein. Notwithstanding the general provisions of this section, standby pay shall not be allowed in classes whose duties are primarily administrative in nature.

312. No employee shall be compensated for standby service unless the appointing officer assigns said employee to such standby service.

Callback Pay

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

313. Employees called back or called in to their work locations, except those at remote locations where City-Supplied housing has been offered, shall be granted a minimum of four (4) hours pay at the applicable rate or shall be paid for all hours actually worked at the applicable rate, whichever is greater. The employee's workday shall not be adjusted to avoid the payment of this minimum.

314. Full-time employees who are held over to work after having worked their regularly scheduled shift shall be paid one and one-half (1-1/2) times their regular rate of pay for all time from the end of their regularly scheduled shift until they are relieved.

2. Rest Period

315. If an employee on callback or holdover resumes the employee's regular work schedule within eight (8) hours after the callback or holdover assignment ends, the employee has the option to not work or work at time and one-half (1-1/2) until the employee has twelve (12) consecutive hours' rest time.

Rest Period for 9131 Station Agent, Municipal Railway

316. There shall be an eight (8) hour rest period between shifts for employees in the classification 9131 Station Agent, Municipal Railway.

317. This provision may be waived on the request of said employee and the approval of the appointing officer or appropriate designated representative.

Lead Person Premium

318. Employees shall be entitled to a fifteen dollar ($15.00) per day premium when designated by their supervisor as authorized in writing by the Appointing Officer or designee as a lead person when required to take the lead on any job when at least two employees are working together and one acts as the lead person.

Parking Control Officer and Station Agent Training Premium

319. Employees in class 8214 Parking Control Officer and 9131 Station Agent who are assigned by the Appointing Officer or designee to train and evaluate the performance of employees in class 8214 and class 9131 shall receive a premium of six dollars ($6.00) per hour payable in hourly increments for each hour when they are actually training and evaluating, indoors or outdoors, employees in class 8214 or class 9131.

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

Parking Control Supervisor Training Premium

321. 8216 Parking Control Supervisors who are assigned by the Appointing Officer or designee to provide field training or classroom training for new hire or promoted employees in job class 8216 shall receive a ten percent (10%) differential for all hours worked, when they are actively providing field training or classroom training for employees in job class 8216.

Out Of Class Work Acting Assignment Pay

322. An employee assigned in writing by the Appointing Officer or designee to perform a substantial portion of the duties and responsibilities of a higher classification shall be entitled to out of class pay after the tenth (10th) consecutive work day, beginning on the eleventh (11th) work day of such an assignment, retroactive to the first (1st) day of the assignment.

323. Employees who believe they have been assigned to do the work of a higher classification, whether in writing or not, and do not receive such pay must file an out of class pay claim with the Appointing Officer or designee within forty-five (45) working days of such alleged assignment.

324. The Appointing Officer or designee shall review the claim and shall either approve and submit the claim for payment or deny the claim. In cases of denial, the Appointing Officer or designee shall state the reason for denials. Denials may be based on either of the following:

325. 1. The Appointing Officer or designee disagrees that the assignment is out of class or;

326. 2. The Appointing Officer or designee considers the assignment improper, in which case the assignment shall be terminated, but the employee's pay claim will be honored.

327. Denials based on (1) above are appealable through the grievance procedure of this Agreement.

328. Upon written approval by the Appointing Officer or designee, an employee shall be authorized to receive an increase of one salary step above the employee's base salary (except for employees who are at the top step, who shall receive at least five percent (5%) more than their base rate) but which does not exceed the maximum step of the salary schedule of the class to which temporarily assigned. Such pay shall be retroactive to the first day of such assignment. Premiums based on percent of salary shall be paid at a rate which includes the out of class pay.

329. Employees shall not normally be required to perform the duties of a higher classification.

330. Work assignments of employees shall not be changed for the sole purpose of evading the requirements of providing acting pay to an employee who would otherwise be eligible.

331. Requests for classification or reclassification review shall not be governed by this provision but shall be submitted to the Civil Service Commission whose determination is final and not subject to the grievance procedure.

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

332. Employees who supervise or direct the work of volunteers, or GAIN, GA or SWAP workers or other similar programs shall be paid a differential of five percent (5%) above their base hourly rate. (See Article II. Contracting Out, paragraphs 138-140).

Fixed Post Pay for 8214/8216 Parking Control Officers

333. Effective June 30, 2024, employees in the 8214 Parking Control Officer and 8216 Parking Control Supervisor classifications received an increase of three percent (3%) to the base rate for engaging in intersection and/or traffic control duty in lieu of the seven and one-half percent (7.5%) fixed post premium.

8214 Parking Control Officer & 8216 Parking Control Supervisor of the Month Recognition Allowance

334. The SFMTA shall provide monthly Recognition Allowance payments as follows:

8214 and 8216 of the Month: $400
8214 Runner-Up: $250

335. 8214 or 8216 cannot opt to take a day off with pay in lieu of the payment. The eligibility requirements for award recipients shall be:

- 135 hours on duty time during that month;
- No preventable collisions; and
- No disciplinary action during current or previous two (2) months.

336. The SFMTA and Union may mutually agree on additional eligibility criteria for 8214 and 8216 Recognition Allowance selection.

9131 Station Agent of the Month Recognition Allowance

337. The SFMTA shall provide monthly Recognition Allowance payments as follows:

Station Agent of the Month: $400

338. Station Agents cannot opt to take a day off with pay in lieu of the payment. The eligibility requirements for award recipients shall be:

- 135 hours on duty time during that month; and
- No disciplinary action during current or previous two (2) months.

339. The SFMTA and Union shall mutually agree on additional eligibility criteria for Station Agent Recognition Allowance selection.

Expert Officer Premium for 8214 Parking Control Officer and 8216 Parking Control Supervisor

340. Expert Officer Premium: A 8214 Parking Control Officer or 8216 Parking Control Supervisor shall receive an Expert Officer Premium of fifty cents ($0.50) per hour if the Officer meets all of the following conditions:

a. The Officer has worked (including any approved leaves of absences) (1) for the previous ten (10) consecutive calendar years as an 8214 Parking Control Officer or (2) for the previous ten (10) consecutive calendar years as an 8214 Parking Control Officer or an 8216 Parking Control Supervisor, with at least five of the ten consecutive years as an 8216 Parking Control Supervisor in the Enforcement Division;

b. The Officer was on duty in paid status for at least 1800 hours in the previous calendar year;

c. The Officer has not been involved in any preventable collisions, as determined by the SFMTA, in the previous calendar year; and

d. The Officer has no sustained disciplinary findings in the previous calendar year (i.e., a final decision by the SFMTA, or by an arbitrator if grieved).

An Officer must maintain these conditions to continue receiving the premium.

Attendance Bonus for 8214 Parking Control Officer and 8216 Parking Control Supervisor

341. Attendance Bonus: During the second full pay period in January of each year, a full-time 8214 Parking Control Officer or 8216 Parking Control Supervisor shall receive an Attendance Bonus of $2,500 per year if the Officer meets all of the following conditions:

a. The Officer was on duty in paid status for at least 1,850 hours in the previous fiscal year;
b. The Officer was not involved in any preventable collisions in the previous fiscal year, as determined by the SFMTA; and
c. The Officer has no sustained discipline, i.e., a final decision by SFMTA or arbitration award if grieved, in the previous fiscal year.

342. For the purposes of determining eligibility for the Expert Officer Premium and Attendance Bonus, "On Duty in Paid Status" will be calculated by including the following hours:

- Regular Hours Worked
- Comp Time Earned
- Comp Time Earned - Straight
- Holiday Bank Paid & Legal Holiday Pay; but no more than yearly allotment of 12 holidays (96 hours)
- Overtime at Straight Time
- Overtime Pay
- Mandatory Overtime
- Mandatory Overtime Straight
- Release Time - Union

Longevity Premium

343. Effective July 1, 1995- Notwithstanding the provisions of sub-sections (1), (2) or (3) of Section III.G. SALARY STEP PLAN, after completion of ten (10) years of service for the City and

thereafter in any classification an employee shall be granted an additional thirty cents ($.30) per hour longevity increment to receive longevity pay, unless the employee voluntarily moves to another classification. Effective July 1, 2020, that longevity increment shall increase to forty cents ($0.40) per hour.

344. Effective July 1, 1997: An employee who voluntarily moves to another classification shall not be eligible for longevity pay until the employee has served ten (10) continuous years in the classification. Notwithstanding the preceding sentence, an employee who currently receives longevity pay shall continue

Weekend Premium Pay for 9110 Fare Collections Receiver, 9116 Sr. Fare Collections Receiver, 9117 Principal Fare Collections Receiver, 9102 Transit Car Cleaner, 9104 Assistant Supervisor Transit Car Cleaner, 9131 Station Agent, and 1937 Supervising Parts Storekeeper

345. Employees in the 9110 Fare Collections Receiver, 9116 Sr. Fare Collections Receiver, 9117 Principal Fare Collections Receiver, 9102 Transit Car Cleaner, 9104 Assistant Supervisor Transit Car Cleaner, 9131 Station Agent and 1937 Supervising Parts Storekeeper classifications assigned to Saturday as a part of their regularly scheduled forty (40) hour week will receive an additional premium of four percent (4.0%). Employees in the 9110 Fare Collections Receiver, 9116 Sr. Fare Collections Receiver, 9117 Principal Fare Collections Receiver, 9102 Transit Car Cleaner, 9104 Assistant Supervisor Transit Car Cleaner, 9131 Station Agent, and 1937 Supervising Parts Storekeeper classifications assigned to Sunday as a part of their regularly scheduled forty (40) hour week will receive an additional premium of six percent (6.0%).

Transit Passes

346. SFMTA shall provide system passes to 9131 Station Agents, their spouses, and legally dependent children under nineteen (19) years of age who are living with the Station Agent. If a Station Agent's marital status changes, and when a dependent child reaches age nineteen (19), the Station Agent shall return those passes. If a Station Agent separates from employment for any reason other than retirement, the Station Agent shall return all system passes. For the term of this agreement, SFMTA shall provide retired employees with system passes. Employees and retirees have no vested entitlement to system passes after the term of this Agreement.

E. OVERTIME COMPENSATION

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

Assignment of Overtime

348. When an overtime assignment must be made, the most senior qualified employees shall be given the first opportunity to volunteer for the overtime assignment, subject to the rules within this section. If there is an insufficient number of volunteers, assignment may begin with the least senior employees able to do the work.

349. Any employee working in excess of the regular or normal work day or week shall be compensated at the overtime rate of one-and-one-half times the base hourly rate which shall include a night differential if applicable.

350. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.

351. Overtime shall be distributed on a voluntary, rotational basis. The rotation shall begin with the most senior qualified employee in the classification, in the department or in the facility and continue down through the seniority list which shall be provided to the Union upon request. Overtime shall be equalized among all volunteers on an annual basis. Each department shall provide its overtime records to the Union Steward upon request. Appointing Officers shall give as much notice as possible of available overtime to be worked.

352. Whenever possible, available overtime shall be posted a minimum of two (2) weeks in advance. This posting shall include the name of the first eligible employee to sign-up for said overtime. The posting shall also include a cut-off date and time for signing up. Once the sign-up has been completed, the names of the employees who are to work the overtime shall be posted. In the event of an insufficient number of volunteers, employees shall be drafted to work the overtime by reverse seniority. If time off in the given pay period is approved prior to inverse posting, and if the employee works the inverse assignment, then the employee shall still receive overtime pay for that pay period.

353. In the event overtime is not able to be posted two (2) weeks in advance, SFMTA will adhere to the following schedule for posting of overtime events:

- If the number of calendar days before the event is 7 or more, but fewer than 14, the sign-up shall be posted for a minimum of 2 days, and the final list shall be posted at least 2 days in advance of the event.
- If the number of calendar days before the event is 4 or more, but fewer than 7, the sign-up shall be posted for a minimum of 1 day, SFMTA shall contact the employees directly, and the final list shall be posted at least 1 day in advance of the event.
- If the number of calendar days before the event is fewer than 4, the Short Notice Overtime list will be used to find volunteers, and the final list shall be posted as soon as practical.

354. Short Notice Overtime: Work units within the SFMTA shall maintain Short Notice Overtime list(s) of volunteers that are interested in working overtime assignments with fewer than 4 days' notice. Each Short Notice List shall be ranked by seniority and include the employee's name and phone number. Management shall keep records of attempts to contact an employee, including the date contacted and whether the assignment was accepted or declined. The most current version of the Short Notice Overtime List shall be an electronic version and available for review by Union representatives or employees in the work unit.

355. In the event of an emergency where insufficient time exists to post an overtime assignment, management will staff the overtime positions by taking volunteers on a first come, first served basis. In the event of an insufficient number of volunteers, any on-duty employee may be drafted to work the overtime by inverse seniority. For the purpose of overtime assignments, an "emergency" is defined as an unplanned event involving a service disruption, or a threat to life or property.

356. All contact attempts made for offering overtime shall be documented. Upon request, this information will be made available to the Union.

357. For the purposes of this provision, the evaluation of an employee's qualifications shall not be arbitrary.

Overtime for Non-"Z" Employees

1. Overtime Pay or Compensatory Time

358. Non-"Z" designated employees who work or who are suffered to work overtime shall be paid in salary unless the employee and Appointing Officer or designee mutually agree to compensatory time off in lieu of paid overtime. Compensatory time shall be earned at the rate of time and one-half (1-1/2).

2. Maximum Accrual of Compensatory Time

359. Employees occupying non-"Z" designated positions may not accumulate a balance of compensatory time earned in excess of 240 hours calculated at the rate of time and one half (1-1/2).

3. Use of Compensatory Time

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

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

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

Overtime for "Z" Employees

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

F. HOLIDAY

Designation of Holidays

363. 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:

364. January 1; the day designated for observation of Martin Luther King, Jr.'s Birthday; the third Monday in February (Presidents' Birthday); the last Monday in May; June 19 (Juneteenth); July 4; first Monday in September (Labor Day); the second Monday in October (Indigenous Peoples' Day); Veterans Day November 11; Thanksgiving Day; the Day After Thanksgiving; December 25; and any day declared to be a holiday by proclamation of the Mayor, after such day has been declared a holiday by the Governor of the State of California or the President of the United States. Provided, if January 1, June 19, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.

Floating Holidays

365. Employees shall receive floating holidays totaling thirty-two (32) hours off per fiscal year (pro-rated for eligible part-time employees) selected by the employee, subject to the approval of the Appointing Officer. Employees with twenty (20) or more years of City service shall receive eight

(8) additional floating holiday hours, for a total of forty (40) hours per fiscal year. Floating Holidays may be taken in hourly increments up to and including the number of hours contained in the employee's regular shift. Floating holiday hours received in one fiscal year but not used may be carried forward to the next succeeding fiscal year. The number of floating holidays carried forward to a succeeding fiscal year may not exceed the total number of floating holidays received in the previous fiscal year.

Saturday Holidays

366. 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 7.702 of the Charter. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by mutual agreement with the appointing officer within one (1) calendar year of the date of the holiday.

Holiday Compensation for Time Worked

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

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

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

Holidays for Employees on Work Schedules Other Than Monday Thru Friday

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

371. Employees regularly scheduled to work on a holiday which falls on a Saturday or Sunday shall observe the holiday on the day it occurs, or if required to work shall receive holiday compensation for work on that day. Holiday compensation shall not be paid for work on the Friday preceding a Saturday holiday nor on the Monday following a Sunday holiday.

372. 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 supervisor with the approval of the appointing officer. In no event shall the provisions of this section result in such employee receiving more or

less holidays than an employee on a Monday through Friday work schedule. Departments will use their best efforts to grant each employee qualifying for paid holidays at least one (1) of the following two (2) holidays off: Christmas Day and the following New Year's Day. Such days off must be used in the current or next fiscal year after the day off has been earned.

Holiday Pay for Employees Laid Off

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

Employees Not Eligible for Holiday Compensation

374. Persons employed for holiday work only, or persons employed on a part-time work schedule which is less than twenty (20) hours in a biweekly pay period, or, except as provided in paragraph 414 (Health Benefits for As-Needed Employees) of this Agreement, persons employed on an intermittent part-time work schedule (not regularly scheduled), or persons on leave without pay status immediately preceding or immediately following the legal holiday shall not receive holiday pay.

Part-time Employees Eligible for Holidays

375. Part-time employees who regularly work a minimum of twenty (20) hours in a biweekly pay period shall be entitled to holidays on a proportionate basis.

376. Regular full-time employees are entitled to 8/80 or 1/10 time off when a holiday falls in a biweekly pay period, therefore, part-time employees, as defined in the immediately preceding paragraph, shall receive a holiday based upon the ratio of 1/10 of the total hours regularly worked in a biweekly pay period. Holiday time off shall be determined by calculating 1/10 of the hours worked by the part-time employee in the biweekly pay period immediately preceding the pay period in which the holiday falls. The computation of holiday time off shall be rounded to the nearest hour.

377. The proportionate amount of holiday time off shall be taken in the same or next fiscal year in which the holiday was provided. Holiday time off shall be taken at a time mutually agreeable to the employee and the appointing officer.

Time Off for Voting

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

G. SALARY STEP PLAN AND SALARY ADJUSTMENTS

Salary Step Plan

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

1. Promotive Appointment in a Higher Class

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

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

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

2. Provisional to Promotive

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

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

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

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

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

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

3. Non-Promotive Appointment

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

4. Appointment Above Entrance Rate

390. Appointments may be made at any step in the salary grade under any one of the following conditions:

391. The Appointing Officer seeking such Appointment Above Entrance shall submit a written notice to the Union.

392. a. A former permanent City employee, following resignation with service satisfactory, is being reappointed to a permanent position in the employee's former classification.

393. b. Loss of compensation would result if appointee accepts position at the normal step.

394. c. A severe, easily demonstrated and documented recruiting and retention problem exists, such that all city appointments in the particular class should be above the normal step.

395. d. The appointee possesses special experience, qualifications and/or skills which, in the Appointing Officer's opinion, warrants appointment above the entrance rate.

396. e. If a new employee is hired above Step 1 under section (4) above, all incumbents in the same classification shall be advanced to the same step at which the new employee is hired. In this case, the incumbents shall maintain their original anniversary date in the class for future step increases.

5. Appointive Position

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

6. Reappointment Within Six Months

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

Compensation Adjustments

1. Prior Fiscal Year Promotion

399. When an employee promoted to a higher classification during a prior fiscal year receives a lesser salary than if promoted in the same class and from the same salary step during the current fiscal year, the employee's salary shall be adjusted on July 1 to the rate the employee would have received had the employee been promoted in the current fiscal year.

400. The salary and anniversary increment date shall be adjusted for any employee promoted from one class to a higher classification who would receive a lesser salary than an employee promoted at a later date to the same classification from the same salary step in the same base class from the promotional examination was held.

2. Salary Increase in Next Lower Rank Classification

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

3. Flat Rate Converted to Salary Range

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

4. Continuation of Salary Step Earned Under Temporary Appointment

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

5. Credit for Non-Permanent Service

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

6. Salary Anniversary Date Adjustment.

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

Compensation Upon Transfer or Reemployment

Transfer

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

Reemployment In an Intermediate Classification

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

Reemployment In a Formerly Held Classification

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

Salary Step Placement Resulting from Status Grant

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

H. NON-PERMANENT EMPLOYEES

Testing of Non-Permanent Employees

410. The Union and the SFMTA shall meet upon the request of either party regarding classifications that have excessive numbers of non-permanent employees. If deemed by the parties to be useful, they may establish a joint committee for the purpose of reaching an agreement which shall be

submitted to the Civil Service Commission for approval, if required by Charter. Nothing herein shall be construed, however, as the Union's agreement to proceed with rule of the list appointments in a manner other than the process previously established between the Union and the Civil Service Commission under Rule 413.

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

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

Part-Time Employees

412. A represented employee working less than full-time, who would not receive a salary increment adjustment otherwise, shall be granted a one-time step increase, not to exceed top step of class, when the employee completes 1040 hours of service in the employee's classification.

Seniority

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

Benefits

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

Health Benefits for As-Needed Employees

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

I. SENIORITY INCREMENTS

i. Entry at the First Step

Advancement Through Salary Steps

416. Except as otherwise provided herein, employees shall advance to each successive step upon satisfactory completion of one (1) year of required service.

417. An employee shall not receive a salary adjustment based upon service as herein provided if the employee has been absent by reason of suspension or on any type of leave without pay (excluding a military, educational, or industrial accident leave) for more than one-sixth of the required service in the anniversary year, provided that such employee shall receive a salary increment when the aggregate time worked since the employee's previous increment equals or exceeds the service required for the increment, and such increment date shall be the employee's new anniversary date;

provided that time spent on approved military leave or in an appointive or promotive position shall be counted as actual service when calculating salary increment due dates.

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

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

ii. Date Increment Due

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

iii. Lay-Off

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

J. HEALTH PLAN

Health and Dental Benefits

422. Maintenance of Benefits: The current benefits level shall be maintained for the duration of this agreement.

423. Effective July 1, 2014, the SFMTA shall be obligated to contribute the same monthly amount towards employee health benefits as it did on June 30, 2014, and shall continue to make contributions at that level until December 31, 2014. To the extent the SFMTA does not, for any reason, make timely contributions set forth above, then it shall hold the affected employees harmless for any additional contributions up to the negotiated amount for said period of delay.

Health Coverage Effective January 1, 2015

424. Effective January 1, 2015, the contribution model for employee health insurance premiums will be based on the city's contributions of a percent of those premiums and the employee's payment of the balance (Percentage-Based Contribution Model), as described below:

i. Employee Only:

425. For medically single employees (Employee Only) who enroll in any health plan offered through the Health Services System, the SFMTA shall contribute one hundred percent (100%) of the total health insurance premium.

ii. Employee Plus One:

426. For employees with one dependent who elect to enroll in any health plan offered through the Health Services System, the SFMTA shall contribute ninety-six percent (96%) of the total health insurance premium, provided however, that the SFMTA's contribution shall be capped at ninety-six percent (96%) of the Employee Plus One premium of the second-highest-cost plan.

iii. Employee Plus Two or More:

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

iv. Contribution Cap

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

v. Average Contribution Amount

429. For purposes of this agreement, to ensure that all employees enrolled in health insurance through the City's Health Services System (HSS) are making premium contributions under the Percentage-Based Contribution Model, and therefore have a stake in controlling the long term growth in health insurance costs, it is agreed that, to the extent the SFMTA's health insurance premium contribution under the Percentage-Based Contribution Model is less than the "average contribution," as established under Charter Section A8.428(b), then, for the life of this agreement, expiring June 30, 2017, in addition to the SFMTA's contribution, payments toward the balance of the health insurance premium under the Percentage-Based Contribution Model shall be deemed to apply to the annual "average contribution." The parties intend that the SFMTA's contribution toward employee health insurance premiums will not exceed the amount established under the Percentage-Based Contribution Model. The parties intend that, for the life of this agreement, expiring June 30, 2017, the SFMTA's contribution toward employee health insurance premiums will not exceed the amount established under the Percentage-Based Contribution Model.

<u>Joint Commitment to Raise Quality and Lower Costs</u>

430. The City and SEIU Local 1021 shall, no later than 120 days following the execution of this agreement, form, and jointly petition Health Services System (HSS) to participate in a joint labor-management committee to do the following, including but not limited to:

431. Promote the following policy priorities:

i. Healthcare cost and quality transparency

ii. Prevention of anti-competitive practices

iii. Fair hospital pricing and payment reform

iv. Health and wellness for employees

v. Supporting development of a common public purchaser's position on health care transparency and accountability

432. Upon the request of the SFMTA or the Union, the Committee shall meet quarterly, or less frequently by mutual agreement, to provide opportunities for review and discussion of HSS contracting strategies, HSS studies and reports, and ideas for expanded vendor reporting and

accountability, and to review, discuss and advance strategies to reduce excess health care cost growth.

433. The Committee shall be comprised of four (4) Union appointees, four (4) City appointees, (two (2) of which may be HSS appointees), another Union appointed SFMTA employee, and another appointee either from SFMTA or the City, their choice, bringing the Committee size to ten (10) members. The City and/or SFMTA shall provide the Union members of the Committee, including witnesses to testify before the Committee, with fully-paid release time to participate in Committee meetings and caucuses.

434. Employees who enroll in the Delta Dental PPO Plan shall pay the following premiums for the respective coverage levels: $5/month for employee-only, $10/month for employee+1 or $15/month for employee+2 or more dependents.

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

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

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

K. LONG TERM DISABILITY INSURANCE

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

L. LIFE INSURANCE

439. Upon becoming eligible to participate in the Health Service System under San Francisco Administrative Code Section 16.700, the SFMTA shall provide term life insurance in the amount of $50,000 for all employees covered by this agreement.

M. BENEFITS WHILE ON UNPAID LEAVE OF ABSENCE

440. The SFMTA will cease payment of any and all contributions for employee health and dental benefits for those employees who remain on unpaid status in excess of twelve (12) continuous weeks, with the exception of approved sick leave, workers' compensation leave, family care leave, or mandatory administrative leave. Following expiration of the employee's family care leave, the employee may request personal leave due to hardship (pursuant to the procedures of the SFMTA Department of Human Resources). Paid benefits shall continue during this approved personal leave. In addition, the SFMTA will continue payment of all regular contributions for employee health and dental benefits for an employee on a holdover list during the time period that the

employee verifies that the employee does not have alternative health care coverage. The verification process shall be established by the Department of Human Resources and the Union.

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

N. RETIREMENT

442. For employees who became members of SFERS prior to November 2, 1976 (Charter Section A8.509 Miscellaneous Plan), SFMTA shall pick up one-half percent (0.5%) of the total eight percent (8%) employee retirement contribution to SFERS.

Temporary Employees

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

Retirement Buy Back

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

Retirement Board

Benefit Processing Time

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

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

Review of Retirement Portfolio

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

Retirement Reopener

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

Retirement Seminar

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

449. Employees must provide at least two-weeks advance notice of their desire to attend a retirement planning seminar to the appropriate supervisor. An employee shall be released from work to attend the seminar unless staffing requirements or other Department exigencies require the employee's attendance at work on the day or days such seminar is scheduled. Release time shall not be unreasonably withheld.

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

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

O. VOLUNTEER/PARENTAL RELEASE TIME

Volunteer/Parental Release Time

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

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

P. DCAP PROGRAM

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

Q. PAYROLL PROCEDURES

Overtime & Holiday Pay

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

456. The Controller agrees to process and distribute all holiday and overtime payments with the regular pay warrants for the period in which the overtime was earned.

Recovery of Overpayment

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

458. The schedule of recovery of any overpayment shall be made by mutual agreement between the SFMTA and the employee. In correcting all employee underpayment or nonpayment problems, the following guidelines will be used to correct the most significant problems first:

1. No Payment on Pay Day for the Pay Period

459. Highest priority, full payment to be issued as quickly as possible, on the same business day if the employee or the employee's department payroll division notifies PPSD at 9:00 AM on payday or on any subsequent day. If PPSD receives notice after 9:00 AM but before 4 p.m., the payment will be issued on the following day.

2. Payment on Pay Day is 10% or More Short of Total Due for Pay Period

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

3. Payment on Pay Day is Less than 10% Short of Total Due for Pay Period

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

Additional Payroll Procedures

462. Upon the request of the Union, the Director of the Controller's PPSD or (designee) agrees to meet with the Union to discuss matters related to the SFMTA's payroll procedures, including but not limited to, the creation of a fund for reimbursement of short payments issuance of overtime, holiday, vacation, or final payments.

R. JURY DUTY

463. An employee shall be provided leave with pay on a work day when the employee is summoned and reports for jury duty, provided the employee gives prior notice of the summons to the supervisor.

464. Employees summoned 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. Such service shall not result in a loss of applicable shift differential.

465. 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.

466. If an employee is required to call-in for possible same-day jury duty, the employee shall coordinate in advance with the employee's supervisor about whether and when to report to work. If the employee and supervisor agree that the employee will not report to work before calling-in, the employee shall be entitled to leave with pay for jury duty until the employee is released by the Court from further availability that day, plus travel time from either the Court or the employee's home to work, if the employee and supervisor agree that the employee will report to work after being released by the Court.

467. Witness leave shall be paid as currently provided in the Civil Service rules.

S. VACATION

Vacation and Days Off Scheduling

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

Holiday During Vacation

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

Vacation When Employment Ceases

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

Annual Vacations of Employees

471. Every person employed in the city and county service shall be allowed a vacation with pay annually, as long as the employee continues in the employee's employment, as follows:

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

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

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

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

Authorization of Transfer of Vacation Credits

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

may be made only in compliance with the terms and conditions established by the board of supervisors.

T. STATE UNEMPLOYMENT AND DISABILITY INSURANCE

476. Upon certification by the Union that one or more representation units covered by this MOU desires to be enrolled in the State Disability Insurance Program, the SFMTA Department of Human Resources shall immediately take any and all necessary action to enroll such representation units and all employees therein. The Union shall certify to the SFMTA Human Resources Director which representation units desire to be enrolled for SDI no later than forty-five (45) days prior to SDI's quarterly enrollment dates and shall take necessary action to enroll such employees in time for the next SDI enrollment date.

477. Once an employee or classification is enrolled in the State Disability Insurance Program, these benefits shall continue for the employee or classification regardless of any reassignment or reclassification which may occur.

478. An employee entitled to SDI shall receive in addition thereto such portion of the employee's accumulated sick leave with pay as will equal, but not exceed, the regular biweekly "take home" earnings of the employee, excluding optional deductions. Such supplementary payments shall continue for the duration of the employee's illness or disability or until sick leave with pay credited to the employee is exhausted, whichever occurs first.

479. At an employee's option, an employee's accrued vacation, holiday, and compensatory time off can also be integrated with SDI payments in the same manner as sick leave.

480. During the term of the agreement, all classifications added to the SEIU bargaining unit, where other members of the bargaining unit are covered by State Disability Insurance, shall automatically be covered by SDI.

481. The City agrees to continue participating in the State Unemployment Insurance Program as long as applicable laws so require.

U. FAIR LABOR STANDARDS ACT

482. To the extent that the Agreement fails to afford employees the overtime or compensatory time off benefits to which they are entitled under the Fair Labor Standards Act, the Agreement is amended to authorize and direct SFMTA to ensure that their employees receive, at a minimum, such Fair Labor Standards Act benefits.

V. EMPLOYEE ASSISTANCE PROGRAM

483. The existing Collective Bargaining Agreement sets forth the EAP program between SFMTA and SEIU (attached).

W. DIRECT DEPOSIT OF PAYMENTS

484. The SFMTA shall continue to provide the electronic deposit of payments. At the request of an employee, the SFMTA shall continue the electronic transfer at no cost to the employee to the financial institution of the employee's choice so that funds are available on payday.

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

486. 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 SFMTA Internet, computers and printers. Such use of SFMTA 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 SFMTA 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.

487. 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 SFMTA shall maintain electronic pay advices and/or wage statements for at least seven (7) years.

488. Under the policy, all employees will 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.

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

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

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

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

X. PAID SICK LEAVE ORDINANCE

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

ARTICLE IV – GRIEVANCE PROCEDURE & PERSONNEL FILES

A. GRIEVANCE PROCEDURE

i. Definition

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

ii. Grievance Description

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

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

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

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

Procedure

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

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

497. The management representative named in the Steps of this grievance procedure may appoint a designated representative to act on the management representative's behalf with the accompanying authority to settle the grievance at the appropriate grievance step.

Time Limits

498. The parties have agreed upon this grievance procedure in order to ensure the swift resolution of all grievances. It is critical to the process that each step is followed within the applicable timelines. Steps are skipped only with the express, prior approval of the other party, except as outlined in paragraphs below.

499. All time limits referred to in this section are binding on each party.

500. A time limit may be extended by the Union and the Management Official responsible for the decision making at the particular step of the process by agreement entered into prior to the expiration of the time limit. This agreement must be confirmed in writing by the party initiating the extension request. Failure by the Union to follow the time limits, unless mutually extended, shall cause the grievance to be withdrawn. Failure of the SFMTA to follow the time limits shall serve to move the grievance to the next step.

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

Employee Grievance Procedure

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

Step I Immediate Supervisor

503. If a solution to the grievance, satisfactory to the employee and the immediate supervisor is not accomplished by informal discussion, the Union may pursue the grievance further.

504. The Union shall submit a written statement of the grievance to the immediate supervisor within fifteen (15) calendar days of the facts or event giving rise to the grievance, or within fifteen (15) calendar days from such time as the employee or Union should have known of the occurrence thereof. In cases alleging sexual harassment, the time limit during which to file a grievance shall be four (4) months.

505. The immediate supervisor will make every effort to arrive at a prompt resolution by investigating the issue. The immediate supervisor shall respond in writing within five (5) calendar days.

506. Grievances related to a suspension of an employee may be submitted initially at Step II of this procedure within fifteen (15) calendar days of the date of final notice of disciplinary action.

Step II Division Director/Designee

507. If the grievance is not satisfactorily resolved in Step I, the written grievance shall be advanced, containing a specific description of the basis for the claim and the resolution desired, and submitted to the department head or designee within fifteen (15) calendar days of receipt of the Step I response. The parties shall meet within fifteen (15) calendar days, unless a mutually agreed upon alternative is established. The department head/designee shall, within fifteen (15) calendar days of receipt of the written grievance, or within ten (10) calendar days of the date the meeting is held, whichever comes later, respond in writing to the grievant and the Union, specifying the Division Director/designee's reason(s) for concurring with or denying the grievance.

Step III SFMTA Employee & Labor Relations Manager/Designee

508. If the decision of the Division Director/designee is unsatisfactory, the Union may, within fifteen (15) calendar days after receipt of the Department's decision, submit the grievance in writing to the SFMTA Employee & Labor Relations Manager/Designee. The Union shall make their best efforts for the grievance to contain copies of all earlier correspondence (i.e. earlier grievance submissions and responses), materials, and evidence submitted at the earlier Steps of the Grievance Procedure, and any evidence to support the submission at Step III. Failure to provide these earlier correspondence, materials or evidence shall not be grounds for rejecting the grievance at Step III.

509. The SFMTA Employee & Labor Relations Manager/Designee or designee shall have fifteen (15) calendar days after receipt of the written grievance in which to review and seek resolution of the grievance and respond in writing.

510. Subject to applicable law, the SFMTA Employee & Labor Relations Manager/Designee shall have authority to settle grievances at this step.

Step IV Final and Binding Arbitration

511. Should there be no satisfactory resolution at Step III, the Union has the right to submit and advance the grievance to final and binding arbitration within thirty (30) calendar days of receipt of the Step III response. On an annual basis, the City and the Union shall establish a Standing Arbitration Panel by each submitting a list of seven (7) arbitrators. The SFMTA agrees to utilize the same panel as established between the City and the Union. In any grievance referred to arbitration, the parties shall alternately strike from said List until a single name remains, and said arbitrator shall be designated to hear the matter. Whether the Union or City deletes the first name in the alternating process shall be determined by lot.

512. Except when a statement of facts mutually agreeable to the Union and SFMTA is submitted to the arbitrator, it shall be the duty of the arbitrator to hear and consider facts submitted by the parties.

513. The SFMTA and the Union must commence selecting the arbitrator and scheduling the arbitration within thirty (30) calendar days of SFMTA Human Resources Director's receipt of the Union's arbitration request. The parties agree to recommend to the selected arbitrator that the hearing be scheduled within ninety (90) calendar days of the arbitrator's selection. Should the designated arbitrator be unable to comply with this requirement, the parties shall by mutual agreement commence contacting other arbitrators on the panel, beginning with the last struck, until an arbitrator is selected who will meet such requirement.

514. The arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement.

515. The parties shall encourage the arbitrator to make the arbitrator's awards within forty-five (45) calendar days following the receipt of closing arguments or briefs. The decision of the arbitrator shall be final and binding on all parties.

516. Each party shall bear its own expenses in connection therewith. All fees and expenses of the arbitrator and court reporter and report, if any, shall be borne and paid in full and shared equally by the parties. Transcript costs shall be paid separately by the party requesting the transcript. If parties mutually request, and the arbitrator agrees, a court reporter may not be required.

517. Individuals who may have direct knowledge of the circumstances relating to the grievance may be present at the request of either party at the hearing. In the case of employees of the City, they shall be compensated at an appropriate rate of pay for time spent.

Expedited Arbitration

518. Suspensions up to and including fifteen (15) days and written warnings shall be processed through an expedited arbitration proceeding. By mutual written agreement entered into, before or during Step III of the grievance procedure, the parties may submit other grievances to this expedited arbitration process. At least one day each month, if necessary or as needed, will be used for these grievances. The expedited arbitration shall be before an arbitrator to be mutually selected by the parties who shall serve until the parties mutually agree to remove the arbitrator or for twelve (12) months, whichever comes first. Alternatively, at the time of the selection of the arbitrator, either

party may request a list of seven (7) appropriately experienced arbitrators from the American Arbitration Association from which the arbitrator will be selected by the method of striking names. The parties shall not use briefs. Every effort shall be made to have bench decisions followed up by written decisions. These decisions will be final and binding, and shall not be used in any other cases except those of the grievant involved. Transcription by a certified court reporter shall be taken but shall be transcribed only at the direction of the arbitrator.

519. Each party shall bear its own expenses in connection therewith. All fees and expenses of the arbitrator and court reporter and report, if any, shall be borne and paid in full and shared equally by the parties.

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

Rights of Individuals

521. An employee may not be disciplined or discharged without just cause and without written notice of the intended action. The SFMTA agrees to follow the principles of progressive discipline.

522. Employees who are released or disciplined during their initial probationary period or during any probationary period established by this Agreement, may appeal the release or discipline provided that the grounds for the grievance or appeal shall be limited to a claimed violation of the provisions of Article II.A. (Discrimination Prohibited or Reasonable Accommodation). In such an appeal the employee shall bear the burden of proof with respect to the claimed violation.

523. Employees covered by this agreement with temporary status shall be subject to termination or dismissal for just cause only, and the rights described in these sections of the Agreement, including the right to expedited or regular arbitration, in the appropriate case, upon their completion of six (6) months of service.

Skelly Rights

524. An employee subject to suspension or discharge, shall be entitled, prior to the imposition of that discipline or discharge, to a hearing and to the following:

525.
a. A notice of the proposed action; and
b. The reasons for the proposed discipline; and
c. A copy of the charges and the materials upon which the action is based; and
d. The right to respond, either orally or in writing, to the authority initially imposing the discipline.
e. The employee shall be notified in writing of the decision. The employee's representative shall receive a copy of the decision.

526. The Skelly meeting shall be presided over by a management representative who is not the employee's immediate supervisor unless the SFMTA provides the opportunity for the employee to seek administrative review of the Skelly Officer's recommendation prior to the Appointing Officer taking final disciplinary action.

527. Notwithstanding the provisions of Article III – Pay, Hours and Benefits, where an employee is subject to disciplinary suspension, the SFMTA may, with the employee's agreement, have the employee to serve the suspension through a temporary reduction in pay. An employee's pay rate may be reduced up to 20% for sufficient time to result in a loss of pay equivalent to the pay that

would have been lost during the suspension, had it been served, provided however that in no event shall a reduction in pay have the effect of reducing an employee's pay below any rate required by law.

528. The SFMTA agrees to engage in a similar process agreed to by the City to develop an SFMTA specific termination appeal process.

B. PERSONNEL FILES

529. Only one (1) official personnel file shall be maintained on any single employee. The official file shall be located in the SFMTA's personnel office unless another location is designated and the employee notified in writing. Each employee shall have the right to review the contents of the employee's official personnel file upon request. Nothing may be removed from the file by the employee but copies of the contents shall be provided to the employee at the employee's request. Copies in excess of 100 pages shall be at a charge of 10 cents per page.

530. With the written permission of the employee, a representative of the Union may review the employee's personnel file when in the presence of a departmental representative and obtain copies of the contents upon request. Copies in excess of 100 pages shall be at a charge of 10 cents per page.

531. An employee shall have the opportunity to review, sign and date any and all material to be included in the file except routine matters chronicling job and pay charges. The employee may also attach a response to such materials within thirty (30) days of receipt. All material in the file must be signed and dated by the author. The SFMTA may transmit documents to the employee at the employee's last known address by means of U.S. mail or hand-delivery, except disciplinary notification, which must be sent by certified mail when the employee is on leave.

532. With the approval of the employee's appointing officer or designees, the employee may include material relevant to the employee's performance of assigned duties in the file.

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

534. Except for the specific disciplinary matters provided below**,** materials relating to disciplinary actions in the employee's personnel file which have been in the file three (3) years or more shall not be used. At the request of the employee, materials relating to disciplinary actions which are three (3) or more years old shall be removed, provided there has been no reoccurrence of the conduct on which the discipline was based. The performance evaluations are excluded from this provision.

535. Materials relating to disciplinary actions for misappropriation of public funds or property; misuse or destruction of public property; the use or being under the influence of drugs or alcohol at work; acts which would constitute a felony; acts which present an immediate danger to the public health and safety; or acts of harassment or discrimination based on protected status which have been in the employee's personal file for five (5) years or more shall not be used. At the request of the employee, material relating to such disciplinary actions which are five (5) or more years old shall

be removed; provided there has been no reoccurrence of the conduct on which the discipline was based.

536. Notwithstanding the above, if an employee believes the employee's personnel file contains a personnel evaluation that negatively references employee's authorized and proper use of leave under the Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), the employee should notify the employee's department's Personnel Officer and/or Equal Employment Opportunity Officer, who shall review the matter and ensure any references to such use of FMLA or CFRA leave is removed from the evaluation.

Performance Information

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

ARTICLE V – TRAINING

A. CAREER OPPORTUNITIES

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

B. TUITION REIMBURSEMENT

539. Budget. The SFMTA agrees to allocate ten thousand dollars ($10,000) per each year of this agreement to the Tuition Reimbursement Program. Unused funds shall not be carried forward to the next fiscal year.

540. Eligible Employees. Any employee who works at least 20 hours per week with a minimum of one (1) year continuous service in any classification represented by the Union immediately prior to receipt of application is eligible for tuition reimbursement

541. Eligible Expenses. Until such funds are exhausted, and subject to approval by the Appointing Officer or appropriate designee, an eligible employee may utilize up to a maximum of $1,000 per fiscal year for tuition, registration fees, books, professional conferences, professional association memberships, professional journal subscriptions, professional certifications, and licenses relevant to the employee's current classification. Solely at the discretion of the Appointing Officer or designee, such funds may be supplemented with department funds budgeted for training. All expenses must be relevant to the employee's current classification or a classification to which the employee might reasonably expect to be promoted. 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. Upon request, the SFMTA will make best efforts to assist the employee to request reimbursement for eligible expenses.

542. Pre-Approval. Application for reimbursement shall be prepared on a form provided by the SFMTA Department of Human Resources. Courses require pre-approval by the Appointing Officer (or designee) and the SFMTA Human Resources Department, which shall not be unreasonably denied. Such application for tuition reimbursement shall be made prior to the date of enrollment in the course and, if approved by the Appointing Officer (or designee) and the SFMTA Human Resources Department, reimbursement shall be paid upon successful completion of the course.

543. Travel. In addition, subject to approval by the Appointing Officer or designee, and as permissible under applicable law, including Administrative Code Chapter 12X, employees may utilize up to $250 of the funds available to them for that fiscal year under this article to pay for up to 50% of the cost of necessary travel outside of the nine Bay Area Counties for approved training. Travel reimbursement rates shall be as specified by, and guidance regarding Chapter 12X provided in, the Controller's Accounting Policies and Procedures. Tuition Reimbursement Funds may not be used for food.

544. Approval and Timing. An employee may submit a pre-approval request for an expense incurred in the current fiscal year or prior fiscal year. 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 online approvals before separating from the SFMTA.

545. Certifications, Licenses and Continuing Education. When a certificate, license or registration is required by the SFMTA or the State as a condition of employment, the employee shall be reimbursed for the amount of the fee for the renewal of such certificate, registration or license and any related continuing education through Tuition Reimbursement. Employees will not be required to utilize these Tuition Reimbursement funds for Department-mandated training.

C. INSERVICE TRAINING

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

D. EDUCATIONAL LEAVE

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

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

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

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

E. 20/20 WORK TRAINING PROGRAM

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

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

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

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

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

556. 5. Such assigned time for educational purposes with pay shall not be granted to employees who are eligible for other benefits through the Veterans' Administration, the State Department of Veterans' Affairs or other benefit programs.

557. 6. The department head will be responsible for reviewing and checking the attendance of the employee in class during the specified assigned time and the employee on such assigned time must return to work status when school is not in session.

558. 7. Employees granted such time to attend classes who leave the service by resignation prior to a two-year period following completion of the educational course or courses shall be subject to withholding from their final payment or retirement contributions an amount equivalent to the payroll cost of such assigned time for educational purposes.

F. TRAINING, RETRAINING AND CAREER DEVELOPMENT COMMITTEE

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

G. SMART TRAINING

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

ARTICLE VI – HEALTH & SAFETY

A. HEALTH AND SAFETY

Policy

561. SFMTA acknowledges its responsibility to provide safe, healthful work environments for SFMTA employees and users of SFMTA services. Every employee has the right to safe and healthful working conditions. The SFMTA agrees to provide a safety training program to ensure, to the maximum extent possible, safe, violence-free worksites.

562. Upon request of the Union, SFMTA will meet with the Union to discuss and address safety concerns relating to facilities where employees are assigned to work alone while the facility is open to the public. These discussions may include proposals to provide cellular phones, personal alarm devices, and/or other options where appropriate.

563. The SFMTA agrees to maintain and regularly update its Illness and Injury Prevention Program, which may include training programs for designated in-house safety officer. The in-house safety officer shall be encouraged to seek input from the Joint SEIU Labor-Management Occupational Health and Safety and Workers' Compensation Committee, as defined in this section, if available.

564. Where the employee has a good faith belief that a work assignment presents health and safety risks outside those normally associated with the work, the employee may refuse to begin or continue a work assignment.

565. When in such a case an employee declines to begin or continue a work assignment, the employee shall notify the in-house safety officer of the situation. The in-house safety officer shall promptly investigate the complaint. While the employee is awaiting the arrival of the in-house officer, and until the officer has made a determination, the employee shall not be required to perform the disputed assignment.

566. If the safety officer determines that the complaint is valid, that decision shall override the "departmental" management decisions, including abatement procedures or employee re-assignments. If, after investigation, the in-house officer determines that the work assignment does not present an unsafe condition, the officer shall notify the employee. The employee shall then have the following options:

1. continue the work in reliance on the decision;
2. request a re-assignment, which shall not be unreasonably denied; or
3. continue to refuse the work assignment.

567. If the employee elects option three, the employee shall not be paid. If it is ultimately determined that the employee's complaint was valid, the employee may be made whole for all lost wages and benefits, to the extent appropriate under the circumstances.

568. Employees shall not be subject to discipline or retaliation for exercising any rights under this Section unless it is finally determined that the employee's complaint made or pursued in bad faith or for ulterior motives unrelated to the merits of the dispute.

569. The Union may employ or assign its own safety consultant to investigate the situation in conjunction with the SFMTA's in-house officer. If after consultation between the two, the dispute remains unresolved, it shall be submitted for final determination to a neutral arbitrator selected

pursuant to the provisions of the section covering Expedited Arbitration or another mutually agreed upon third party.

Information

570. The SFMTA Workers' Compensation Division, upon written request, shall provide the Union with reports on all work-related injuries and illnesses. These reports shall include the nature of the illness or injury, cost of injury, and other information reasonably available in the electronic claims system for the purpose of evaluating injury trends, identifying prevention strategies, and making recommendations for safety improvements. For privacy reasons, individual employee claims and health information will not be disclosed.

571. The SFMTA will provide the Union with copies of their annual OSHA Form 300 and Cal/OSHA Form 300 (a), or their equivalent, which report employee industrial injuries, illness and chemical exposures, upon written request.

Assault Reporting

572. A SFMTA Department of Human Resources agrees to provide the Union a quarterly written report on incidents of assault against SFMTA workers, including information on department and classification of injured employees. Additionally, SFMTA will inform the Union via email within 48 hours when a SEIU Local 1021-represented employee is assaulted.

B. No later than September 1, 2022, the SFMTA and the Union will meet to create a form to allow bargaining unit members to report incidents of assaults.

Direct Emergency Access for Parking Control Officers, 8214/8216

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

Joint SEIU Labor-Management Occupational Health and Safety Committee

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

575. The SFMTA and Union agree to create a Joint Labor Management Health and Safety Committee. Employees shall be eligible for paid release time to attend committee meetings during the employee's regular work hours. The parties shall meet no later than December 31, 2022.

576. It is in the SFMTA's long-term strategic plan to remodel all Market Street MUNI subway station agent booths. When the SFMTA begins plans to remodel any station agent booth, the Joint Labor Management Health and Safety Committee will be provided an opportunity to review the plans and provide input before the planning phase is completed.

Asbestos Abatement Requirements

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

Employee Ergonomic Assessment

578. The SFMTA and the Union agree that employees shall have safe and healthy work environments. This environment shall comply with any applicable regulatory requirements and promote employee health and safety. The SFMTA agrees, upon request of the Union, if the Union identifies an ergonomic hazard in the workplace that has led to three (3) or more accepted Workers' Compensation claims of the same nature, to meet and develop solutions to minimize or avoid that injury.

579. Upon request of the employee or their supervisor, any employee shall be provided with an ergonomic assessment of their workspace (desks, vehicles used to perform duties, etc.) and shall be provided with ergonomic equipment to ensure the safety of the employee and reduce workplace injuries. New hires will be informed of the availability of ergonomic assessments during New Employee Orientation. Access to view ergonomic equipment shall be made available to employees upon request, as part of their ergonomic assessment.

Eye Examinations

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

Breaks

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

Physical Plant

582. The SFMTA agrees to provide a combination of adjustable furniture, adequate lighting, and accessories that will allow employees who work with computers to work in appropriate seat postures to minimize discomfort and prevent injury.

Inspection of Machines

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

Right to Know

584. Material Safety Data Sheets are available for inspection by employees and/or their Union representatives. Inspections may be coordinated through the SFMTA Safety Officer.

Mace Training

585. SFMTA may designate employees, whose position, hours and/or work location would warrant training in the use of mace. Training shall be given at no cost to the employee. An initial supply of Mace, replacement when needed, and a suitable holder shall be provided at no cost to the employee. Benefits provided by this section shall not exceed a total cost to the SFMTA of $10,000 in any fiscal year.

Parking Control Officer Health and Safety

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

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

Trauma Time

588. Employees in the following classifications shall be eligible for trauma time, as described herein: 8214 Parking Control Officer, 8216 Parking Control Supervisor, 9131 Station Agent, 9166 Transit Ambassador, 9167 Transit Ambassador Supervisor l, and 9168 Transit Ambassador Supervisor II.

589. If, in the course of their regular work duties, an employee witnesses a human fatality or an incident which places the victim in a critical condition, the employee may take one (1) day of paid administrative leave following the incident, unless that day is covered by temporary disability pay through Workers' Compensation. Trauma time described herein shall be granted upon supervisor/manager's confirmation of the incident.

590. If, in the course of their regular work duties, an employee is the victim of battery, as supported by submission of a battery pay claim, the employee may take one (1) day of paid administrative leave immediately following the incident, to the extent that day is not otherwise paid by battery pay or temporary disability pay through Workers' Compensation.

591. Following such incidents, SFMTA will provide such employees with information about Employee Assistance Program ("EAP") benefits. Should the employee utilize their allotment of EAP counseling sessions, the employee may request additional counseling sessions through the SFMTA Wellness Program.

B. WORKERS COMPENSATION LABOR-MANAGEMENT COMMITTEE

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

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

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

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

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

597. This committee will be comprised of sixteen members selected as follows: eight (8) representatives appointed by Labor, recommended to be from the top 12 City departments by workers compensation cost in SEIU-represented classifications, and eight (8) representatives

appointed by the Human Resources Director to include at least one representative from the DHR's Workers Compensation Division. The committee shall meet at least quarterly.

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

C. ASSAULT PREVENTION & HARM REDUCTION COMMITTEE

599. The parties agree to establish an Assault Prevention & Harm Reduction Committee (Committee) to develop a comprehensive program to reasonably find solutions to reduce assaults against SFMTA employees. The parties agree to convene the Committee no less than three times per year. The Committee will commence meeting at either party's request.

ARTICLE VII – LEAVES OF ABSENCE & RETURN TO DUTY

A. LEAVES OF ABSENCE

600. Requests for leave shall be subject to the approval of the appointing officer or designee. Requests for military, maternity, or witness or jury duty leave shall be granted as provided herein.

601. Except for vacation leave, witness or jury duty leave, compulsory sick leave, disability leave or disability leave, an employee requesting a leave for more than five working days shall submit such request to the appointing officer or designee. Requests for sick leave in excess of five continuous working days shall be certified by a licensed medical doctor, doctor of dental surgery, doctor of podiatric medicine, licensed clinical psychologist, Christian Science Practitioner or licensed social worker**,** licensed doctor of chiropractic, optometrist, nurse practitioner or nurse midwife within the scope of their practice as defined by state law. Verification of sick leave with pay for less than five working days (seven calendar days in the case of part-time employees) as provided elsewhere in this provision shall be required on an individual basis only and shall be based upon an evaluation of the individual attendance record of an employee, provided that the employee has been previously notified in writing that such certification will be required for absences of less than five days.

602. Except as otherwise provided in these provisions, leave granted for the period stated on the prescribed form may be extended or abridged only with the approval of the appointing officer or designee.

603. Except when an employee requesting sick leave has accumulated unused sick leave with pay credits and except for employees eligible for military leave with pay, witness or jury duty leave, disability leave or leave due to battery as provided elsewhere in this section, or for authorized holiday, compensatory time off**,** or vacation, leaves shall be without pay.

604. An authorized leave granted under this section shall not be considered as a break in the continuous service of an employee.

i. <u>Sick Leave – General Requirements</u>

<u>1. Eligibility for Sick Leave</u>

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

<u>2. Types of Sick Leave</u>

606. A leave granted under this provision for one of the following reasons shall be known as "sick leave".

a. Sick Leave for Medical Reasons
b. Quarantine
c. Bereavement

607. (1) Absence because of the death of the employee's spouse or domestic partner, parents, step parents, grandparents, parents-in-law or parents of a domestic partner, sibling, child, step child, adopted child, a child for whom the employee has parenting responsibilities, aunt or uncle, legal guardian, or any person who is permanently residing in the household of the employee. Such leave shall not exceed three working days and shall be taken within 30 calendar days after the date of death; however, two additional working days shall be

granted in conjunction with the bereavement leave if travel outside the State of California is required as a result of the death.

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

609. The SFMTA will align the bereavement leave benefit for represented employees with the Civil Service Commission's rule on such leaves of absence including any future amendment or change to such rule. The SFMTA provides for informational purposes only the proposed amendment to Civil Service Rule 420.6.3 to be considered by the Commission.

420.6.3 Sick Leave – Bereavement

Absence because of the death of the employee's spouse or domestic partner, parents, stepparents, grandparents, parents-in-law or parents of a domestic partner, sibling, child, stepchild, adopted child, grandchild, 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 five (5) working days and shall be taken within three (3) months after the date of death.

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.

The appointing officer or designee to whom a request for bereavement leave under this rule is made may request verification of a qualifying family member's death within 30 days of the first day of the employee's leave, as authorized by California Government Code section 12945.7(f).

d. Sick Leave – Maternity

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

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

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

f. Sick Leave – Compulsory

<u>3. Retirement Automatically Terminates Sick Leave</u>

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

4. Abridgment of Sick Leave

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

ii. Sick Leave with Pay

1. Sick Leave with Pay Eligibility

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

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

616. There shall be a limit on the accumulation of sick leave of 1040 hours.

617. No single employee may contribute more than six months of accrued sick leave to the catastrophic illness program.

618. The rate of earning and accumulating sick leave with pay credits and authorization for its use under this agreement shall in no way inhibit or restrict the right of an appointing officer to establish reasonable and uniform standards

619. The rate of earning and accumulating sick leave with pay credits and authorization for its use under this Rule agreement shall in no way inhibit or restrict the right of an appointing officer to establish reasonable and uniform standards of attendance.

2. Prohibition Against Employment While on Sick Leave with Pay

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

3. Disbursement of Sick Leave with Pay Credits

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

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

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

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

623. Sick leave under this section shall not be charged against earned sick leave with pay credits.

624. Approved sick leave under this section shall be paid retroactive to the first day of injury.

iii. Sick Leave without Pay

625. Sick leave without pay may be approved for employees for the period of the illness provided that requests for prolonged leave shall be renewed every six (6) months and provided further that such leave shall not be extended beyond a period of one (1) continuous year unless a designated physician advises that there is a reasonable probability that the employee will be able to return to employment.

iv. Prohibition Against Employment While on Sick Leave Without Pay

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

v. Compulsory Sick Leave

627. An appointing officer or designee who has reason to believe that an employee is not medically or physically competent to perform assigned duties, and if allowed to continue in employment or return from leave may represent a risk to co-workers, the public and the employee, may require the employee to present a medical report from a physician designated by the SFMTA Human Resources Director certifying the employee's medical or physical competency to perform the required duties.

628. The appointing authority shall notify the employee in writing of the specific incidents or behavior that is considered to cause risk to co-workers, the public or the employee.

629. If the employee refuses to obtain such physician's certificate or if as a result of a medical evaluation, the employee is found not to be medically or physically competent, the appointing officer or designee may place the employee on compulsory sick leave and shall immediately report such action to the SFMTA Human Resources Director. If the examining physician determines that the employee is not medically or physically competent and recommends the imposition of sick leave, the physician shall specify the duration of such leave.

630. At the request of the employee, the appointing authority or designee at the level of Departmental Manager shall meet with the employee - and if the employee requests, a representative of the Union - prior to the imposition of a compulsory leave. The employee shall be informed of the employee's right to have a representative present.

631. Written notice of the imposition of compulsory leave shall be sent to the employee prior to the effective date of the leave.

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

632. An employee placed on compulsory sick leave may appeal the imposition of compulsory sick leave to the SFMTA Human Resources Director within fifteen (15) calendar days of the effective date of the leave. The SFMTA Human Resources Director shall appoint a medical specialist not in the City and County service who practices in the City and County of San Francisco, to conduct an evaluation and to report the findings. This evaluation shall be conducted at the cost of the SFMTA. The decision of the medical specialist shall be final and no further appeal shall be allowed. If the medical specialist confirms the compulsory sick leave, the specialist shall specify the duration of the leave.

633. An employee may remain on compulsory sick leave until such time as the employee is found to be competent to return to duty by a physician designated by the SFMTA Human Resources Director. The compulsory sick leave may be abridged with the approval of the physician designated by the SFMTA Human Resources Director.

vii. Disability Leave

634. An employee who is absent because of disability leave and who is receiving disability indemnity payments may request, by submitting a signed option statement to the employee's department following the release from disability leave, that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's supplemental disability credits so as to equal the full salary the employee would have earned for the regular work schedule. The regular work schedule shall be that schedule in effect at the commencement of the disability leave.

635. Supplemental disability credits shall be an account separate from, but equivalent to, the employee's accumulated unused sick leave with pay credit balance except that the supplemental disability credit account shall be adjusted as provided below.

636. Failure to exercise the option to supplement disability indemnity payments within 90 calendar days following release from disability leave will preclude later requests.

637. Supplemental disability credits shall be used at the minimum rate in units of one hour.

638. The employee's department shall submit separate timerolls to reflect this action only after the Retirement System certifies the amount of disability indemnity payment, if any, for the period.

639. Salary may be paid on regular timerolls and charged against the unused sick leave with pay credit balance during any period prior to the commencement of the determination of eligibility for disability indemnity payment without requiring a signed option by the employee.

640. When an employee has used sick leave with pay credits and the Retirement System subsequently determines that the employee was entitled to disability indemnity payment for the period of absence, provision shall be made for adjusting the employee's sick leave with pay credit balance and for reimbursing the appropriate SFMTA fund for the amount of sick leave with pay credits charged and paid.

641. An employee who uses supplemental disability credits to supplement disability indemnity payments shall, while on disability leave, earn supplemental disability credits at the same rate as sick leave with pay credits.

642. Upon return to duty, an employee who has used supplemental disability credits shall earn sick leave with pay credits at the normal rate and shall earn supplemental disability credits at twice the rate that sick leave with pay credits are earned until such time as the total hours of supplemental disability credits used are regained.

643. Should an employee suffer a recurrence or a new injury before all supplemental disability credits are regained, the supplemental disability credit balance shall be that balance existing at the beginning of the pay period in which the recurrence or new injury occurs and shall be adjusted for the amount of supplemental disability credits subsequently earned and sick leave with pay credits subsequently used.

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

644. Sick leave with pay credits shall be used to supplement State Disability Insurance (SDI) at the minimum rate in units of one hour.

645. Vacation, CTO, or other paid time as well as SDI payments to an employee who qualifies and who has accumulated and is eligible to use sick leave with pay credits shall be supplemented with sick leave with pay credits so that the total of SDI and sick leave with pay calculated in units of one-hour provides up to, but does not exceed, the regular take home salary the employee would have received (excluding voluntary or optional deductions) for the normal work schedule excluding overtime.

646. An employee who wishes not to supplement, or who wishes to supplement with compensatory time, vacation or floating holidays, must submit a written request to the appointing officer or designee within seven calendar days following the first date of absence.

647. Employees who are supplementing SDI earn sick leave with pay credits at the normal rate only for those hours of sick leave with pay credits used.

ix. Military Leave, War Effort and Sea Duty Leaves

1. Military Leave

1. Military Leave - Authority

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

2. Military Leave - Time of War

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

3. Military Leave - Time of Peace

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

4. Military Leave - Permanent Appointees

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

5. Military Leave - Proof of Duty

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

6. Military Leave - Salary While on Temporary Leave

653. Employees who have been employed by the City and County or any other public agency or have been on military duty for a period of not less than one year continuously prior to the date upon which temporary military leave not exceeding l80 calendar days begins shall, as required by the State of California Military and Veterans' Code (Section 395), receive their regular salary or compensation for a period not to exceed 30 calendar days of such military leave in any fiscal year or more than 30 calendar days during any period of continuous military leave.

2. War Effort Leave

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

3. Leave for Sea Duty as Licensed Officer

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

x. Leave to Accept Other City and County Position

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

xi. Leave for Civilian Service in the National Interest

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

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

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

xiii. Family Care Leave

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

660. 1) The birth of a biological child of the employee;

661. 2) The assumption by the employee of parenting or child rearing responsibilities. Family care leave does not apply to an employee who temporarily cares for a child for compensation, such as a paid child care worker;

662. 3) The serious illness or health condition of a family member of the employee, the employee's spouse or domestic partner, a parent of the employee or the employee's spouse or domestic partner, the biological or adoptive child of the employee, or a child for whom the employee has parenting or child rearing responsibilities; or

663. 4) The mental or physical impairment of a family member of the employee, the employee's spouse or domestic partner, a parent of the employee or the employee's spouse or domestic partner, the biological or adoptive child of the employee, or a child for whom the employee has parenting or child rearing responsibilities, which impairment renders that person incapable of self-care.

664. Family care leave is unpaid leave. At the employee's request, and when approved, family care leave shall be granted in addition to accumulated compensatory time off, vacation time, floating holiday time or sick leave as specified under Sick Leave - Illness or Medical Appointment of Child.

665. The Family Care Leave provision outlined above shall apply to non-permanent employees

xiv. Witness Leave

666. An employee who is summoned for witness duty shall be entitled to leave with pay less the amount of witness fee paid for the period required for such service). An employee who is summoned to serve as a witness in cases which involve outside employment or personal business affairs shall be placed on leave without pay unless vacation leave or compensatory time is requested.

667. Paid witness leave shall be only from an employee's scheduled duty time and shall not include hours outside of scheduled hours of work or on days off. But employees shall not be expected to work on any shift on days they have served as a witness.

668. An employee who takes vacation leave while on witness leave shall receive regular salary.

xv. Religious Leave

669. Religious leave shall be without pay unless the employee elects to use accumulated compensatory time off, vacation time, or floating holiday time.

xvi. Personal Leave

670. Personal leave for permanent employees may be approved for a period of up to 12 months within any two-year period.

B. RETURN TO WORK

671. The SFMTA will make a good faith effort to return an employee whose request for reasonable accommodation is pending, or an employee who is pregnant or who has sustained an injury or illness and whose doctors certify that the employee is temporarily unable to perform specified aspects of the employee's regular job duties to temporary modified duty within the employee's medical restrictions. Duties of the modified assignment may differ from the employee's regular job duties and/or from job duties regularly assigned to employees in the injured employee's class. Where appropriate modified duty is not available within the employee's classification, on the employee's regular shift (including regular days off), and in the employee's department, the employee may be temporarily assigned pursuant to this section to work in another classification, on a different shift (including different days off), and/or in another department. The SFMTA will make a good faith effort to avoid assigning the employee to work on a different shift or different days off, and will appropriately train the employee for the new assignment. After a period of three (3) months, the parties shall evaluate the modified duty assignment in conjunction with the employee's medical restrictions. It is understood that modified duty assignments are temporary only.

672. An employee who is absent because of an occupational or non-occupational disability and who is receiving Temporary Disability, Vocational Rehabilitation Maintenance Allowance, State Disability Insurance, may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's accumulated unused sick leave with pay credit balance at the time of disability, compensatory time off, or vacation, so as to equal the normal salary the employee would have earned for the regular work schedule.

673. An employee who wishes not to supplement, or who wishes to supplement with compensatory time or vacation, must submit a written request to the Appointing Officer or designee within seven (7) calendar days following the first date of absence. Written requests made subsequent to this time shall be effective at the start of the payroll period following the request. Disability indemnity payments will be automatically supplemented with sick pay credits (if the employee has sick pay credits and is eligible to use them) to provide up to the employee's normal salary unless the employee makes an alternative election as provided in this section.

674. Salary may be paid on regular time-rolls and charged against the employee's sick leave with pay, vacation, or compensatory time credit balance during any period prior to the determination of eligibility for disability indemnity payment without requiring a signed option by the employee.

675. Sick leave with pay, vacation or compensatory time credits shall be used to supplement disability indemnity pay at the minimum rate of one (1) hour units.

676. Notwithstanding any other provision of this Agreement, the supplemental disability income credit program shall continue in effect during the term of this Agreement, except that the employee's pay shall be supplemented under the program up to the employee's approximate net pay rather than gross pay.

C. FAMILY MEDICAL LEAVE

677. The parties acknowledge the obligation of the SFMTA to enforce the rules and regulations set forth in the Family Medical Leave Act and the California Family Rights Act. An employee may contest a FMLA decision through an EEO complaint and/or through the grievance process.

ARTICLE VIII– SCOPE

A. FINALITY OF AGREEMENT

678. This Agreement sets forth the full and entire understanding of the parties regarding the matters herein. This agreement may be modified, but only in writing, upon the mutual consent of the parties.

679. In the event management seeks to institute a change in methods or operations within the scope of representation under state law or the charter which it believes is not covered by this Agreement, the parties shall begin to meet and confer as required by state law within fifteen (15) working days from the date receipted written notice is received by the Union at the affected Union's executive offices. Said notice shall state the proposed change, an explanation of the reason(s) for said change, as well as the effect on represented employees that would result.

680. Management, except in the event of an emergency as defined by state law, shall advise the union of the date of the intended implementation of such proposed change, which shall be no sooner than forty (40) working days from the date receipted written notice is received by the Union.

681. In the event the parties do not reach agreement thereon, the union may grieve and take to expedited arbitration such disagreements as it may have. The authority of the arbitrator is to determine:

682. 1. Whether the SFMTA's proposed change(s) violate the terms of this agreement and, if so, what shall be the remedy;

683. 2. To determine whether there are negative practical consequences of any such proposed changes on wages, hours benefits or other terms and conditions of employment as to which the parties have not agreed and, if so, how such consequences shall be dealt with. The arbitrator, in making that determination, has no authority to negate the change of methods or operations.

684. 3. The SFMTA Employee Relations Operating Resolution shall not apply to the application of this section.

685. 4. Failure by either party to engage in meeting and conferring in accordance with this provision will result in forfeiture of such party's rights under this section.

686. 5. Nothing in this agreement shall have application to changes of Civil Service rules excluded from bargaining pursuant to Charter Section A8.409-3 except as they may affect compensation.

B. SAVINGS CLAUSE

687. Should any part hereof or any provisions herein be declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and the remaining portions hereof shall remain in full force and effect for the duration of the Agreement.

C. HOLD HARMLESS

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

D. DURATION OF AGREEMENT

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

690. This Agreement shall remain in full force and effect through that date and from year to year thereafter unless either party serves written notice on the other at least sixty (60) days prior to June 30, 2031, or June 30th of any subsequent year of its desire to open the Agreement for the purpose of meeting and conferring on proposed changes.

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

IN WITNESS HEREOF, the parties hereto have executed this CBA this _____ day of _____, 2026.

FOR THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

Julie Kirschbaum
Director of Transportation

Kimberly W. Ackerman
Chief People Officer

APPROVED AS TO FORM:
DAVID CHIU, CITY ATTORNEY

Cecilia Mangoba
Chief Labor Attorney

FOR THE UNION

David Canham
Executive Director, SEIU Local 1021

Oumar Fall
SF Regional Director, SEIU Local 1021

Kristin Hardy
Vice President, San Francisco Region

CSC CARVE OUTS GLOSSARY

Civil Service Commission Jurisdiction

Leaves of Absence Definitions

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

Definition of Leave of Absence

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

Sick Leave - Definition

A Leave due to illness or disability.

Sick Leave - Medical Reasons - Definition

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

Sick Leave - Quarantine - Definition

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

Sick Leave - Bereavement - Definition

Leave due to the death of another person

Sick Leave - Maternity - Definition

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

Sick Leave - Illness or Medical Appointment - Definition

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

Sick Leave Compulsory - Definition

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

Sick Leave With Pay - Definition

Sick leave with compensation for eligible employees.

Sick Leave With Pay - Battery Leave - Definition

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

Sick Leave Without Pay - Definition

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

Disability Leave - Definition

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

Military Leave - Definition

Leave for active military duty.

Leave to Accept Other City and County Position - Definition

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

Educational Leave - Definition

Leave for the purpose of educational or vocational training.

Leave for Civilian Service in the National Interest - Definition

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

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

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

Family Care Leave - Definition

Leave for assisting or nurturing of family members.

Definition of Family

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

Witness or Jury Duty Leave - Definition

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

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

Holiday Leave - Definition

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

Vacation Leave - Definition

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

Involuntary Leave of Absence - Definition

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

Religious Leave - Definition

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

Personal Leave - Definition

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

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

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

A. Overview of EAP Program

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

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

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

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

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

Motivating employees to help;

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

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

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

Providing crisis intervention services;

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

Acting as an education and training resource.

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

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

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

- Maintain a toll-free telephone access for referrals and respond to calls in no more than sixty (60) seconds.

- Provide union/management consultation relative to the development and integration of organizational policies and procedures necessary for effective Employee Assistance Program implementation.
- Orient employees regarding the purpose, scope, nature and use of the Employee Assistance Program.
- Train Union (including Division Chairpersons and any other Union officials), supervisory and management staff to develop the knowledge and skills necessary to effectively utilize the program in the performance of their responsibilities.
- Provide direct one-to-one counseling utilizing licensed professional staff for crisis management and to identify and evaluate personal concerns among Employer's employees and/or their immediate dependents. Such direct counseling shall provide for three (3) sessions per family per year. Fees for any counseling sessions exceeding three (3) will become the financial responsibility of the employee and/or dependent, unless otherwise arranged for by the employer. For non-urgent situations, an appointment will be offered within seventy-two (72) hours of request. For urgent situations, an appointment will be offered on the same day as the request for service.
- Provide legal consultation, medical advice, financial consultation; one (1) consultation per incident is provided for each service, up to three (3) incidents per service, per year.
- Provide referral services to professional community resources for treatment and/or assistance, as may be appropriate.
- Provide continuing liaison and contact, when appropriate, between the employee, treatment agent or agency, and Employer to determine case status.
- Provide monthly statistical evaluation of program activity, and other reports, as needed.
- Send its principal or designated representative to monthly meetings of the Municipal Railway Improvement Fund Board of Trustees, and any other meetings as reasonably required.
- Assess all employees involved in Critical Incidents (e.g., on the job assaults, threats and/or accidents) that occur while on duty.
- Provide up to three (3) counseling visits per employee involved in a Critical Incident.
- Develop Critical Incident Program Policies and Procedures.
- Provide Critical Incident Case management, including:

  (a) Determination regarding an employee's ability to perform duties, including coordination with management and union personnel for employees who require time off work as a result of a Critical Incident;

  (b) Assisting employees in securing additional counseling visits beyond the three (3) Critical Incident/trauma response visits described above, when necessary.

B. Organization

(1) The Joint Labor-Management Committee:

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

If the SFMTA chooses to appoint less than five persons, it shall still have voting strength equal to that of the Unions. On the matters that come before the Committee, the SFMTA shall have one vote and the Unions shall have one vote.

The vote of each side shall be controlled by the votes of the Committee members present for each respective side.

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

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

(b) Functions: To receive and review information regarding the Substance Abuse and Peer Assistance Programs.

(c) Consolidation of Committees: The parties to this Agreement and to the Agreement concerning drug and alcohol testing and EAP between TWU Local 250A and the SFMTA may elect to combine the joint labor-management committee established here and in the Local 250A Agreement.

(2) Substance Abuse Program:

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

(3) EAP Services:

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

(4) The Peer Assistance System:

(a) Structure:

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

(b) Peer Assistance Oversight Committee:

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

(c) SFMTA Liaison:

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

(d) Qualifications:

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

OR

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

OR

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

AND

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

AND

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

(e) Duties:

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

- Develop a group of volunteers in the divisions to support the goals of the EAP and Voluntary Substance Abuse Programs.
- Assist in education and training sessions for new and existing employees.
- Keep accurate records of client contacts and promotional activities.

(f) Staffing:

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

(g) Volunteer Peer Assistants:

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

(h) Functions:

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

(i) Civil Service Commission Approval:

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

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

(1) An employee who has a drug and/or alcohol abuse problem and has not been selected for drug and/or alcohol testing can voluntarily refer themselves to the EAP for treatment. The EAP will evaluate the employee and make a specific determination of appropriate treatment. An employee who has completed two rehabilitation programs may not elect further rehabilitation under this program.

(2) In the case of the up to two voluntary, employee-initiated referrals, the PTD will pay the employee the difference between the employee's SDI benefits, use of accrued paid leaves, and any catastrophic illness benefits, and the employee's regular hourly base pay, for up to the eight hours per day for full-time employees and up to three hours per day for part-time employees, up to a maximum of 21 work days during a five-year period. This provision shall not apply in the event the employee does not receive SDI benefit payments or during the follow-up period established by the SAP after a positive test.

D. Non-Paid Status During Treatment After Positive Test

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

E. Education and Training

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

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

F. Confidentiality

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

G. Funding

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

H. Special Provisions

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

APPENDIX A – SFMTA BUDGET COMMON GOOD PROPOSAL

SFMTA shall meet with SEIU Local 1021 quarterly for the duration of this Agreement in an effort to develop comprehensive plans of action for increasing stimulus or other funding sources for SFMTA operations.

APPENDIX B – SFMTA PAYROLL/PAY ADVICE CODES

The following list of SFMTA applicable payroll/pay advice codes is provided for informational purposes only and may not be an exhaustive list.

Time Reporting Code (TRC)	Description	Pay Advice Description
289	Bilingual Pay - $60.00	Bilingl$60
365	Longevity Prem - $0.40	LPrem$0.40
366	Longevity Prem HP - $0.40	LPm$0.40HP
367	Longevity Prem OS - $0.40	LPm$0.40OS
368	Longevity Prem OT - $0.40	LPm$0.40OT
369	Longevity Prem US - $0.40	LPm$0.40US
370	Longevity Prem UT - $0.40	LPm$0.40UT
371	Exp Offr Prem - $0.50	ExpOffr
372	Exp Offr Prem OS - $0.50	ExpOffrOS
373	Exp Offr Prem OT - $0.50	ExpOffrOT
374	Exp Offr Prem HP - $0.50	ExpOffrHP
375	Exp Offr Prem US - $0.50	ExpOffrUS
ADL	Admin Leave Discipline-Unpaid	UnpaidAdmD
AIP	Admin Investigative Leave Pay	AdmInvstLv
ASP	Assault Leave Pay	AssaultPay
AWL	AWOL-Unpaid	UnpaidAWOL
BLP	Bereavement Leave Pay	Bereavemnt
CS1	Covered Station O/C - 2.5%	CovS2.5%
CS2	Covered Station O/C OS - 2.5%	CovS2.5%OS
CS3	Covered Station O/C OT - 2.5%	CovS2.5%OT
CS6	Covered Station O/C HP - 2.5%	CovS2.5%HP
CTP	Comp Time Pay	CTPay
FHP	Floating Holiday Pay	FltHolLev
FLU	Family Leave SDI - Unpaid	FamilyLev
HOP	Holiday Bank -Paid	HolBnkPay
HPP	Holiday OT Pay (1.5 times)	HOL OT
JDP	Jury Duty Leave Pay	Jury Duty
L08	Lead Worker Pay - $15	LdWrk$15
LHP	Legal Holiday Pay	Legal Hol
LI1	Longevity Prem - $0.40	LPrem$0.40
LI2	Longevity Prem HP - $0.40	LPm$0.40HP
LI3	Longevity Prem OS - $0.40	LPm$0.40OS
LI4	Longevity Prem OT - $0.40	LPm$0.40OT
OST	Overtime at Straight Time	OvertimStr
OSU	Mandatory Overtime 1.0	MandoOT1.0
OTF	FLSA Overtime Pay	FLSA OTP
OTP	Overtime Pay 1.5	OvrTime1.5
OUT	Mandatory Overtime 1.5	MandoOT1.5
P05	Park Cntl Split Day Prem-50%	PrkContl

P09	Parking Con Train Prem-$6	PrkConTr
P10	Parking Con Train Prem OS-$6	PrkConTrOS
P11	Parking Con Train Prem OT-$6	PrkConTrOT
P12	Parking Con Train Prem HP-$6	PrkConTrHP
PFL	PFL Supplemental - Unpaid	PFL Supple
PHE	Public Health Emergency	PubHealEme
PRP	Parental Leave Pay	ParentLev
PTP	Parent/Teacher Conf Leave Pay	ParTchLev
RLP	Release Time - Union	ReleseTime
S48	Standby Pay Pager - 10%	StndBy10%
SDU	SDI Leave Supplemented -Unpaid	UnpaidSDI
SH2	Shift 2 Premium	Shift2
SH3	Shift 3 Premium	Shift3
SHP	Shift Premium on Holiday	ShiftHol
SLP	Sick Leave Pay	Sick Pay
SOS	Shift on OT Straight	ShiftOS
SOT	Shift Premium on Overtime	Shift OT
SPL	Suspension Leave - Unpaid	UnpdSuspLv
SUS	Shift Prem Mando Straight OT	ShMandoOS
SUT	Shift Prem on Mandatory OT	ShMandoOT
U15	Uniform Allowance - 11.54	UnFrm11.54
V01	Volunteer Supervisor Prem-5%	VolSuppr
V04	Volunteer Supervisor PremHP-5%	VolSupprHP
VAP	Vacation Leave Pay	Vacation
WCU	Workers Comp Supmtl Unpaid	WC-Unpaid
WKP	Regular Hours - Worked	RegularPay
WSP	Workers Comp Supmtl Leave Pay	WC-SupLev
WTP	SEIU - Work Training Program	WrkTrainPr

Key:
HP - Holiday Pay
OS - Overtime Straight
OT - Overtime 1.5
US - Mandatory OT Straight
UT - Mandatory OT 1.5

APPENDIX C – 2024 PEC AGREEMENT

SEIU 1021 (Service Critical)

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.

Najeeb N. Khoury

Juvon Adams 3/26/24

3/26/24

Ardis Graham, ERD Director

3/26/24

Carol Isen, DHR Director

ATTACHMENT A

SIDE LETTER BETWEEN SEIU LOCAL 1021 AND
THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

Regarding Joint Labor Management Committee to
Address Transit Ambassador Series Issues

The parties recognize there are a variety of issues related to the employment of 9910 Public Service Aide, 9166 Transit Ambassador and 9167 Transit Ambassador Supervisor employees that are of mutual interest to both the Union and SFMTA.

In order to address these issues, the parties agree to convene a joint committee with no more than five (5) members each from the Union and SFMTA. For the life of the 2024-2031 Memorandum of Understanding, the parties shall convene meetings every other month beginning on or about August 1, 2022, but not later than October 1, 2022. Any violation of the dates to convene the committee shall be subjects to the grievance procedure. Paid release time shall be provided to the SFMTA employees who participate in the joint committee on behalf of the Union.

The duties of the joint committee include, but are not limited to, the following:

- Exploring revisions to the 9166 Transit Ambassador job description, and if a revised job description is mutually agreed upon, jointly recommending it to the Civil Service Commission;
- Establishing time limits for employment in the 9910 Public Service Aide and 9166 Transit Ambassador classifications;
- Defining the next steps for 9910 Public Service Aides and 9166 Transit Ambassadors after their term of employment ends, including the identification of a career path for 9910 Public Service Aides and 9166 Transit Ambassadors;
- Identifying classes for which 9910 Public Service Aides and 9166 Transit Ambassadors experience is a sufficient minimum qualification;
- Reviewing the hiring processes for 9910 Public Service Aides and 9166 Transit Ambassadors with the aim of minimizing or eliminating patronage, nepotism, or any other forms of unfair influence;
- Ensuring that information and advice regarding career advancement requirements and opportunities are available to all members of the 9910 Public Service Aides and 9166 Transit Ambassadors classifications; and
- Ensuring that "wraparound" services needed, if any, by 9910 Public Service Aides and 9166 Transit Ambassadors employees are available during their term of employment, so that they are provided all necessary support.
- Exploring alternatives to subcontracting the work of 9166 Transit Ambassador, 9167 Transit Ambassador Supervisor I, and 9168 Transit Ambassador Supervisor II classifications.

If SFMTA creates a new classification during the life of this agreement that it believes should be allocated to the SEIU Local 1021 Service Critical bargaining unit, the parties shall utilize this same committee to address the new classification.

Nothing in this agreement is intended to waive or substitute for the rights of the parties under the Meyers-Milias-Brown Act. The joint committee does not replace the meet and confer process.

ATTACHMENT B

SIDE LETTER BETWEEN SEIU LOCAL 1021 AND
THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

Regarding Workforce Development and Career Ladders

1. Career Ladders and Upward Mobility:

   a. The SFMTA will make best efforts to highlight promotional pathways, career ladders, and career lattices to promote upward mobility in the SFMTA workforce.

   b. By July 1, 2023, the SFMTA will post on the SFMTA portal a document that lists all of the classification groupings within the SFMTA's classification plan. New classes will be added to the posted documents as they are established within the classification plan where applicable. The SFMTA will allocate resources and tools to illustrate career progression opportunities for SFMTA employees, and will make these resources available through the SFMTA Human Resources Intranet.

2. Career Ladders Labor Management Committee: The Union and the SFMTA shall form a labor management committee on Career Ladders and Job Classification to:

   a. Review classifications to promote career ladders and realign job descriptions to highlight promotional pathways;

   b. Identify barriers and develop recommendations for career ladder and career lattice progressions; and

   c. Make recommendations to the Civil Service Commission and Board of Directors regarding career ladders.

The Committee will meet quarterly during the term of this agreement and be comprised of five (5) members of the Union and five (5) SFMTA representatives. Release time shall be provided for attending Committee meetings.

3. Workforce Development: The SFMTA recognizes the value and importance of its workforce. Subject to SFMTA HR securing sufficient funding and staff to provide these services, the SFMTA will support the efforts of employees who choose to seek promotional opportunities by promoting educational opportunities.

4. Career Counseling: Subject to SFMTA HR securing sufficient funding and staff to provide these services, the SFMTA shall provide career counseling services to employees, including SmartRecruiters job application support, identification of education opportunities and best practices for application submission. As resources allow, the SFMTA will provide career counseling in the form of one-on-one group sessions and will prioritize providing such services to those employees in lower level classifications and temporary positions who face limited opportunities for career growth and advancement.

5. Permanent Civil Service and Charter Section 10.104.18 employees are entitled to four (4) hours of release time annually to attend SFMTA workforce development and in-service trainings. The SFMTA shall provide workforce development and in-service trainings in multiple formats, including virtual and in-person trainings.

6. Labor Management Educational Coordination Working Group: No later than December 31, 2022, the Union and the SFMTA agree to investigate the feasibility of creating a labor-management working group to discuss the coordination and promotion of SFMTA programs and resources that

support employee career education and development, including continuing education, career counseling, and labor-management apprenticeships.

ATTACHMENT C

SIDE LETTER BETWEEN SEIU LOCAL 1021 AND
THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

Regarding Hiring

The parties are entering into this side letter to identify and set in motion, to the extent permissible under the San Francisco City Charter and Civil Service Rules, expedited selection processes to address the SFMTA's current vacancy rate in permanent civil service positions and reliance on project-based (Charter Section 10.104.18) positions. Given the significant number of vacancies, expected retirements, and reliance on overtime and temporary employees, the parties recognize the urgency to make change to the SFMTA's hiring processes in order to best deliver critical services to the public.

First, the SFMTA Human Resources is committed to using existing tools and resources to streamline SFMTA hiring processes, including:

- Eliminating unnecessary administrative approvals for a position request to fill (RTF);
- Expanding the use of online on-demand exams and continuous class-based testing;
- Modifying or adopting new screening and assessment tools to evaluate applicants for entry-level and promotional exams; and
- Streamlining hiring selection and approval processes to deliver qualified candidates to departments more quickly.

Second, the parties recognize that under Charter Section 10.101, the Civil Service Commission has the legal authority to establish examination and appointment rules, and many of those rules must either be amended, updated or rescinded to provide a merit-based system that better serves applicants, SFMTA employees and departments.

The SFMTA and Union agree to meet as soon as practicable to discuss making joint proposals to the Civil Service Commission, consistent with proposals that may be made by the City's Human Resources Director, to the hiring improvement process changes described above and amendments that will make it easier for Charter Section 10.104.18 (Category 18) employees to seek Permanent Civil Service (PCS) appointments.

Nothing in this side letter shall prevent either party from proposing rule changes, making recommendations, or taking other actions at the Civil Service Commission outside of the process set forth in this side letter to streamline SFMTA hiring processes.

ATTACHMENT D

SIDE LETTER BETWEEN SEIU LOCAL 1021 AND
THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

Regarding Job Analysis

SFMTA agrees, by the end of 2025, to complete a job analysis for the below series of classifications to determine if any changes are needed in anticipation of the next examination.

9110 Fare Collections Receiver (series of classifications)
9104 Transit Car Cleaner Assistant Supervisor (series of classifications)

A. Changes to Job Specifications

SFMTA will share the proposed changes, if any, to the job specifications immediately upon conclusion of the job analysis with the Union. SFMTA and the Union will work collaboratively to discuss and attempt to resolve any disagreements regarding the proposed changes. If SFMTA and the Union cannot reach agreement on the changes, they may utilize a mediator to help resolve any dispute(s).

Upon conclusion of discussions with the Union, SFMTA will post the class specification proposal for seven (7) calendar dates in accordance with Civil Service Commission Rules. Any party may protest the changes during this time consistent with the Civil Service Commission Rule 409. And the decision of the SFMTA Director of Transportation/Designee regarding any such protest may be appealed to the Civil Service Commission.

B. Changes to Salary Scales

If the changes include additional job duties, SFMTA and the Union will meet to discuss potential adjustments to the salary scales for the classifications within thirty (30) days of the parties' agreeing to job specification change(s). By mutual agreement, the parties may agree upon changes to salary that will be submitted to the SFMTA Board for approval and for implementation in the following fiscal year.

If SFMTA and the Union cannot reach agreement on adjustment to the salary scale, they shall utilize a mediator to help resolve any dispute(s).

ATTACHMENT E

SIDE LETTER BETWEEN SEIU LOCAL 1021 AND THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

Regarding Station Agent Booth Testing

SFMTA shall commence testing the station agent booths at the West Portal Station for mold by May 31, 2024.

SFMTA shall complete testing all station agent booths for mold by December 31, 2024. SFMTA shall test stations in the order of priority provided by the Union.