MEMORANDUM OF UNDERSTANDING

BETWEEN

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

AND

TRANSPORT WORKERS' UNION, LOCAL 250A (9163)

JULY 1, 2024– JUNE 30, 20~~27~~31

Revised per Amendment #1

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PREAMBLE

1. This Memorandum of Understanding (hereinafter termed "MOU") has been developed jointly by the Municipal Transportation Agency (hereinafter termed "SFMTA"), the Municipal Railway (hereinafter termed "MUNI") under authority of the Municipal Transportation Agency), and the Transport Workers Transport Workers Union Local 250A of America, AFL- CIO and the Transport Workers Union Local 250A (hereinafter jointly termed "Transport Workers Union Local 250A ") in order to meet their mutual responsibility to provide the public they serve with dependable, prompt, safe, economical, courteous public transportation and to provide a safe work environment for represented employees. The SFMTA, MUNI and the Transport Workers Union Local 250A have developed this agreement in compliance with the provisions of the SFMTA Employee Relations Operating Resolution.

2. It is the intent of the parties signatory hereto that the provisions of this MOU shall bind the Transport Workers Union Local 250A and its members upon ratification by its members. It is the intent of the parties signatory hereto that the provisions of this MOU shall bind the SFMTA upon ratification by the Municipal Transportation Agency Board of Directors as to those matters in the SFMTA's jurisdiction.

ARTICLE 1. OBJECTIVES

3. 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 of this MOU within their respective roles and responsibility.

4. The Transport Workers Union Local 250A recognizes the SFMTA's right to establish and/or revise performance levels, norms or standards notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees. New or revised performance levels, norms or standards, shall be implemented only after meeting and conferring with the Transport Workers Union Local 250A.

5. The SFMTA recognizes the Transport Workers Union Local 250A 's or the Operator's right to grieve the effect of an implementation of the revised performance levels, norms or standards

6. Employees who work at less than acceptable levels of performance may be subject to corrective action measures in accordance with applicable Charter provisions, rules and regulations of the Civil Service Commission (hereinafter termed "CSC"), and the provisions of this MOU.

ARTICLE 2. RECOGNITION

7. The SFMTA acknowledges that the Transport Workers Union Local 250A has been certified by the SFMTA as the recognized employee representative for the following classification: 9163 Transit Operator. SFMTA and the Transport Workers Union Local 250A will meet and confer as to the application of this MOU to the revised classification(s).

8. Should any new form of transportation be developed and put into operation by MUNI which is not already covered by this MOU regarding wages and other terms and conditions of employment, including seniority, the SFMTA and the Transport Workers Union Local 250A shall meet and confer on the appropriate terms and conditions of employment for such new form of transportation.

ARTICLE 3. SCOPE OF AGREEMENT

Section 3.1 Complete Agreement

9. This MOU shall constitute the complete written agreement between the SFMTA and the Transport Workers Union Local 250A. The terms and conditions contained in this Agreement represent the full, complete, and entire understanding of the parties about the matters covered by provisions of this Agreement.

Section 3.2 Side Letters

10. The parties agree that any and all side letters, and other understandings between the parties not expressly memorialized and appended to this Agreement shall no longer be enforceable. No side letters affecting matters within the authority and control of SFMTA shall be binding unless they have been dated and signed by TWU and the SFMTA Executive Director, appended to this Agreement, and approved by the SFMTA Board of Directors where appropriate. Furthermore, all future side letters must contain an expiration date no later than the expiration date of this Agreement. However, if during the term of this Agreement, a court of competent jurisdiction or the Public Employment Relations Board issues a final judgment invalidating the provisions of Charter Section 8A.104(q), there shall be no expiration date requirement for side letters entered into after the date of such judgment.

Section 3.3 Past Practices, Policies, and Rules

11. No past practice shall be binding during the term of this Agreement unless it has been explicitly included in this Agreement. The previous sentence shall not be interpreted to bar the use of past practice as one form of extrinsic evidence to interpret an ambiguous term of the MOU. However, if during the term of this Agreement, a court of competent jurisdiction or the Public Employment Relations Board issues a final judgment invalidating the provisions of Charter Section 8A.104(q), this limitation on

the use of past practices shall terminate, without prejudice to either party to negotiate over this topic in successor collective bargaining agreements.

Section 3.4 Terms and Conditions of Employment

12. The terms and conditions of employment for Operators shall be governed by the terms and conditions established by Charter provisions, ordinances of the Board of Supervisors, SFMTA Board of Directors, relevant rules of the Civil Service Commission and SFMTA, and by the terms and conditions of employment set forth in this agreement. To the fullest extent legally possible, the terms of this MOU shall control over those set forth in the foregoing authorities.

Section 3.5 Data

13. The SFMTA will provide to the Transport Workers Union, Local 250A public records prepared by the SFMTA or consultants working on their behalf consisting of data, charts, graphs, tables or similar documents on all issues covered by the MOU, including data on corrective action, accidents, Customer Service Complaints, schedules, annual reports concerning compliance with federal and/or state drug and alcohol testing requirements, and quarterly and/or annual reports concerning federal and state funds received by SFMTA. The Transport Workers Union Local 250A will be placed on the regular circulation list for receiving those tables regularly prepared and circulated by SFMTA.

Section 3.6 Union Access

14. Union Representatives shall have a reasonable right of access to work or 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 or the work of employees, or involve any political activities prohibited by state or local law Union representatives must identify themselves upon arrival at an SFMTA division. Union representatives may use SFMTA meeting space with a reasonable amount of advanced notice and approval from the SFMTA, subject to availability.

15. 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.

16. The SFMTA shall reserve a reasonable amount of space for union designated bulletin boards within SFMTA building for the distribution and posting of Union literature. All posted literature shall be dated, identified by affiliation and author, and neatly

displayed, and removed from the bulletin board by the Union when no longer timely. Except as stated below, the SFMTA agrees that identifiable Union literature shall not be removed from said bulletin boards without first consulting with the representative of the Union to determine if the literature should remain for an additional period of time. The Union shall not post literature that is discriminatory, harassing, or violates SFMTA policy or the law. The SFMTA may remove this type of literature immediately and shall notify the Union of its removal.

17. Nothing in this Section is intended to disturb existing SFMTA Union access policies. Further, the SFMTA divisions may implement additional rules after meeting and conferring with the Union.

ARTICLE 4. DIRECT PAY FOR SERVICES

Section 4.1 Progression On Salary Schedule for Operators

18. A. Effective July 1, 2024, there shall be a new lower step added at the bottom that is 65% of the top step. Employees hired on or after July 1, 2024, shall enter at the new Step 1 and advance to Step 2 (former Step 1) after 6 months of service. Operators who have satisfactorily completed SFMTA training and have met all regulatory requirements, including all licenses and medical certifications required to operate the equipment or mode(s) of transportation to which the Operator-in-training may be assigned, shall advance to successive steps after one year of service; provided that current Operators who are being paid under the 2022-2024 progress scale will be integrated into the new progression scale so that their current rate of pay will not be reduced as a result of such integration.

19. B. Progression Through Steps

Salary Step	Percentage of Hourly Rate
One	65.00%
Two	70.00%
Three	75.00%
Four	80.00%
Five	100.00%

Section 4.2 Base Hourly Rate for Transit Operators

2024 PEC Wage Increases (not including additional percentage increases as set forth in paragraphs 29 and 30, below)

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

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

increase.

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

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

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

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

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

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

27a. Effective the pay period beginning January 1, 2028, employees will receive a 1% wage increase.

27b. Effective the pay period beginning July 1, 2028, employees will receive an additional 2% wage increase.

27c. Effective the pay period beginning December 30, 2028, employees will receive an additional 1% wage increase.

27d. Effective the pay period beginning July 1, 2029, employees will receive an additional 2% wage increase.

27e. Effective the pay period beginning December 29, 2029, employees will receive an additional 1% wage increase.

27f. Effective the pay period beginning July 1, 2030, employees will receive an additional 2% wage increase.

27g. Effective the pay period beginning December 28, 2030, employees will receive an additional 1% wage increase.

27h. Effective the pay period beginning April 5, 2031, employees will receive an additional 2% wage increase.

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

Additional Wage Increases

29. Effective July 1, 2024, represented employees shall receive a 1.00% wage increase.

30. Effective July 1, 2025, represented employees shall receive a 1.00% wage increase.

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

32. For the base hourly wage rates (top step) during the term of this Agreement, see Appendix C. For wage rates at other steps, see sections 4.1 and 4.2.

Section 4.3 Premiums, Special Pay And Allowances

33. Premiums shall be paid on the base wage only. SFMTA shall pay the following types of premiums, special pay and allowances described in this section.

34. At its sole discretion, SFMTA may designate an Operator as a certified Line Trainer. To be eligible to work as a Line Trainer, an Operator shall obtain and maintain all regulatory requirements, including all licenses and medical certifications required to qualify as a delegated behind-the-wheel trainer and to operate the equipment or mode(s) of transportation to which that Operator is assigned. To earn the Line Trainer premium pay, an Operator must satisfactorily serve as a Line Trainer and must instruct and train as required by SFMTA training standards. SFMTA shall pay Line Trainer premium pay only for the hours the Operator performs the duties of a Line Trainer.

35. In addition to the base hourly rate of pay, SFMTA shall pay each Line Trainer who meets the criteria in this section a premium pay of twenty percent (20%) of the hourly rate of pay for each hour or portion of an hour the unit member spends training Operators. Operators may not refuse a Line Trainer assignment.

(1) Night Duty

36. Night duty is any work performed after 6 p.m. or prior to 6 a.m. Operators shall be paid eight percent (8%) more than the base hourly rate for work performed during night duty hours.

(2) Uniform and Equipment Allowance

37. SFMTA retains its right to establish a uniform and safety shoe policy and regulations. For each Operator required to wear a uniform and/or safety shoes, SFMTA shall provide the unit member with appropriate vouchers or cash allowance in the form of a check payable to the Operator to purchase appropriate uniform components and/or safety shoes.

38. (a) Vouchers for replacement of uniforms shall be provided every two years

in accordance with the SFMTA replacement schedule.

39. (b) For each Operator required to wear safety shoes, SFMTA shall provide a cash allowance of two hundred and fifty dollars ($250) annually toward the cost of acquiring two (2) pairs of SFMTA-approved safety shoes and related supplies. SFMTA shall provide the cash allowance during January of each fiscal year for the term of the agreement.

40. (c) For each Part-time Operator required to wear safety shoes, SFMTA shall provide a cash allowance of one hundred fifty dollars ($150) annually toward the cost of acquiring SFMTA-approved safety shoes and related supplies. SFMTA shall provide the cash allowance during January of each fiscal year for the term of the agreement.

41. Operators provided a voucher for uniform and/or cash allowance for safety shoes under this Section shall be required to wear the uniform and/or safety shoes at all times while on duty. Operators who fail to comply with this regulation may be relieved from duty and shall if relieved, be entitled to no compensation for the balance of that shift.

42. Operators shall not wear the uniform when not on duty except while traveling immediately to and from assigned SFMTA work.

43. SFMTA will allow Operators the right to select the uniform configuration and the dates those configurations are to be worn, but in no case shall a unit member wear a uniform consisting of uniform components other than those specified in SFMTA regulations without prior approval of a supervisor.

44. Each Operator will be responsible for maintaining the uniform in a clean and presentable condition and for maintaining a neat appearance while on duty. Every Operator will display the Operator's employee number or other identifying number at all times while on SFMTA business or work in such manner as prescribed by the Executive Director/CEO or designee. For each unit member required to wear a uniform, SFMTA shall pay unit members a uniform maintenance allowance in an amount equivalent to one hour of pay at the top step per month.

45. When an Operator leaves SFMTA service, the Operator shall return to SFMTA all items of uniform, uniform insignia, and equipment supplied by or purchased by voucher and/or cash allowance issued by SFMTA. If a departing Operator fails to return SFMTA's equipment, SFMTA shall charge the Operator the full cost of the unreturned equipment, and SFMTA may direct that the operator's final paycheck be held until such equipment has been properly returned.

46. SFMTA shall issue, and each Operator shall wear, a visibility vest for use in accordance with SFMTA rules and regulations.

(3) Transit Passes

47. SFMTA shall provide Operators, their spouses, domestic partners and legally dependent children under twenty-six (26) years of age who are living with the Operator with system passes. Retired employees shall be provided with system passes for the remainder of their lives. Upon separation other than retirement, SFMTA may direct that the employee's final paycheck be held until such pass(es) have been properly returned.

(4) Expert Operator Premium

48. Commencing with the first full pay period in January 2023, Full-Time and Part-Time Operators who meet the criteria below shall be paid an Expert Operator Premium as follows:

49. Tier 1: Operators will be paid a Tier 1 Premium of three percent (3%) of the hourly rate of pay per hour for all pay periods in which they meet all of the following conditions:

(a) Worked (including any approved leaves of absence shorter than six (6) months) a total of five (5) years in the previous six (6)-year period;

(b) Driven at least 1600 hours (or 1100 hours for part-time employees) in revenue service in the previous twelve (12) months. Credit toward this requirement will be given for time spent performing Disaster Service Worker duties and time that would have been spent driving in revenue service but for a furlough;

(c) Been involved in no preventable collisions or incidents, as defined in Article 19 and determined by the SFMTA, in the previous twelve (12) months;

(d) Served no corrective action suspensions in the previous twelve (12) months.

50. Tier 2: Operators will be paid a Tier 2 Premium of five percent (5%) of the hourly rate of pay per hour for all pay periods in which they meet all of the following conditions:

(a) All of the requirements of Tier 1;

(b) No more than thirteen (13) unscheduled absences (excluding bereavement and jury duty) in the previous twelve (12) month period;

(c) No more than two (2) Working Miss-Out Occurrences in the previous twelve (12) month period;

(d) No AWOL occurrences in the previous twelve (12) month period;

(e) Upon implementation of a Performance Plan Program, a minimum score of 2.0 in the previous year.

51. Tier 3: Operators will be paid a Tier 3 Premium of seven point five percent (7.5%) of the hourly rate of pay per hour for all pay periods in which they meet all of the following conditions:

(a) All the requirements of Tier 1 and Tier 2;

(b) No Passenger Service Reports or Customer Service Complaints (excluding commendations) with merit in the previous twelve (12) month period;

(c) No schedule violations with merit in the previous twelve (12) month period;

(d) Upon implementation of a Performance Plan Program, a minimum score of 2.5 in the previous year.

52. MTA reserves the right to change, add or subtract criteria after meeting and conferring with the Union.

53. Operators who meet the qualifications for the Expert Operator Premium as of January 2022 will continue to receive the premium at the current level through December 2022.To begin receiving the premium as of the first full pay period of January 2023, Operators who meet the qualifications must submit an application to Labor Relations no later than September 30, 2022. Thereafter, applications will be processed on a rolling basis. Any delay in processing will not affect the Operator's eligibility for the premium.

54. Operators who are determined not to qualify for the premium will receive a notice stating the reason for rejection. Operators who qualify will continue to receive the premium unless and until a disqualifying event occurs, at which time SFMTA will issue a notice to the Operator stating the reason for the discontinuance of the premium and the effective date.

(5) Operator Assigned to Rail

55. SFMTA shall pay Full-Time Operators assigned to rail five and a half percent (5.5%) of the base hourly rate of pay for each hour of the Operator's run/shift as a "rail premium". Rail premiums will be paid to Operators assigned to rail effective the first payroll period after the Operator completes training and meets all regulatory requirements. Rail premium shall be paid only once in each twenty-four (24) hour period.

56. (6) Operator of the Month Recognition Allowance

The SFMTA shall provide an Operator Recognition Allowance payment as follows: Systemwide Operator of the Month – an amount equivalent to thirteen (13) hours of pay at the top step; Operator of Month – an amount equivalent to ten (10) hours of pay at the top step each and the Runner-Up – an amount equivalent to seven (7) hours of pay at the top step each. Operators cannot opt to take a day off with pay in lieu of the payment.

57. (7) High Volume Service Days Premium

On any day that SFMTA designates as a "High Volume Service Day," SFMTA may offer an incentive of up to an additional eight (8) hours of pay for Operators who work on that day.

ARTICLE 5. MANAGEMENT RIGHTS

58. The SFMTA has the right to exercise all management prerogatives, including but not limited to the right to:

a. fix operating and personnel schedules;

b. implement layoffs;

c. determine workloads;

d. arrange transfers;

e. assign personnel; and

f. issue any other directive intended to carry out its managerial responsibility to operate the transit system safely, efficiently and economically.

59. All matters pertaining to the management of operations, including the type and kind of service to be rendered to the public and the equipment used, the maintenance of corrective action and efficiency, the hiring, promotion and transfer of employees, and their discharge or corrective action for proper cause, are the prerogatives of the SFMTA, subject to such limitations as are set forth elsewhere in this Agreement, in the Meyers-Milias-Brown Act, San Francisco Charter, Civil Service Rules, the San Francisco Administrative Code and other applicable laws and regulations.

ARTICLE 6. CONDITION OF EMPLOYMENT

Section 6.1 Condition Of Employment

60. As a condition of continued employment, Operators shall maintain all regulatory

requirements, including all licenses or medical certifications required to operate the mode(s) of transportation to which they are assigned.

61. Each Operator remains solely responsible for maintaining all regulatory requirements, including all licenses, medical certifications, and training. Operators who are on extended leaves of absence must have all required licenses and certifications current and in effect when returning to active duty. In addition, as a condition of returning to full duty, Operators returning from leave must submit to a medical examination by SFMTA's designated provider. Each Operator shall submit a validated copy of any required certificate(s), license(s) or other documentation to the SFMTA Safety and Training Division. Failure to meet the requirements of this section will result in termination without the need for progressive corrective action.

Section 6.2 Drivers License Reimbursement

62. Operators in service for one year or more shall be reimbursed for the renewal fees of Class B California Drivers' License and Verification of Transit Training ("VTT") renewal required by this Article 6.

Section 6.3 Customer Service Training

63. SFMTA shall provide professional customer service training as part of the initial training for all newly employed Operators. A minimum of 8 hours annually of professional customer service training shall be provided to all Operators. SFMTA will meet with the Union no later than September 30, 2019, to discuss the content of the customer service training.

ARTICLE 7. SENIORITY

Section 7.1 Work Seniority

64. Work seniority for regular Full-Time Operators shall be defined as the length of continuous service determined from the date of Full-Time employment either as temporary or permanent from a regular 9163 Civil Service list. In the event that two or more employees' seniority begins on the same date, said employees' places will be determined by the order of said employees on the Civil Service eligible list from which they were appointed. Work seniority shall prevail for Operators with regard to preference in signups and work assignments.

65. An Operator permanently promoted to any position in SFMTA other than that of Operator shall retain work seniority in case of return to the Operator's classification within one year of promotion. After one year, any past service as an Operator shall not be counted in establishing work seniority.

66. An Operator receiving a non-civil service or limited tenure appointment to any position

in SFMTA other than that of Operator shall retain work seniority in case of return to the Operator's classification within one year of promotion. After one year, any past service as an Operator shall not be counted in establishing work seniority.

Section 7.2 City Seniority

67. City seniority shall be defined as the length of continuous service determined from the day the employee begins work with the City and shall prevail in determining the length of vacations and preference in vacation sign-ups.

Section 7.3 Seniority List

68. Seniority list detailing the date of commencement of service for all Operators and their ranking in order of work seniority and vacation seniority shall be maintained at all times in the office of the SFMTA Executive Director. SFMTA shall make available for inspection the seniority list to Transport Workers Union Local 250A's duly elected executive officers and division chairpersons; provided however that Transport Workers Union Local 250A has furnished SFMTA with an accurate list of officers and division chairpersons in each designated area or division. Officers of the Transport Workers Union Local 250A shall have access to the seniority list at all times, and on the first day of each month a revised copy of the seniority list will be supplied to the Transport Workers Union Local 250A.

ARTICLE 8. BENEFITS

Section 8.1 Basic Fringe Benefits

69. For Informational Purposes only: Operators are entitled to receive such fringe benefits as are granted to miscellaneous employees in the City in accordance with applicable provisions of the Charter, ordinances or CSC Rules, except as may be additionally provided in this MOU.

Health Coverage Effective

70. The contribution model for employee health insurance premiums will be based on the SFMTA's contribution of a percentage of those premiums and the employee's payment of the balance (Percentage-Based Contribution Model), as described below:

1) Employee Only:

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

2) Employee Plus One:

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

3) Employee Plus Two or More:

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

4) Contribution Cap

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

5) Average Contribution Amount

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

Section 8.2 Dental Plan

76. For permanent Operators, the SFMTA shall pay the full cost of the current citywide dental plan for employees and dependents, and will pay directly to the provider, but Operators who enroll in the Delta Dental PPO Plan shall pay the following premiums for respective coverage levels:

- $5 per month for Operators enrolled in employee only plan;
- $10 per month for Operators enrolled in employee + 1 dependent plan;

or

- $15 per month for Operators enrolled in employee +2 dependent plan.

77. The aforesaid SFMTA contributions toward an Operator's fringe benefits described in Section 8.1, and this Section 8.2, shall not be considered as part of an Operator's compensation for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, or retirement benefits, nor shall such contributions be taken into account in determining the level of any other benefit that is a function of or percentage of salary.

Section 8.3 Pickup of Operator Contribution to Retirement System

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

Second Fiscal Year 2015-2016

79. Effective October 10, 2015, represented employees who are members of SFERS hired before July 1, 2011, shall receive a base wage increase of three and eighteen hundredths' percent (3.18%) in exchange for their agreement to pay two and one- half percent (2.5%) of the seven and one-half percent (7.5%) employee retirement contribution previously picked up by SFMTA.

80. Effective October 10, 2015, represented employees who became members of SFERS on or after July 1, 2011, shall receive a base wage increase of three and eighteen hundredths' percent (3.18%) in exchange for their agreement to pay one third of the employee retirement contribution being picked up by SFMTA on October 9, 2015.

Third Fiscal Year 2016-2017

81. Effective October 8, 2016, represented employees who are members of SFERS hired before July 1, 2011, shall receive a base wage increase of three and sixteen hundredths' percent (3.16%) in exchange for their agreement to pay another two and one-half percent (2.5%) of the seven and one-half percent (7.5%) employee retirement contribution previously picked up by SFMTA.

82. Effective October 8, 2016, represented employees who became members of SFERS on or after July 1, 2011, shall receive a base wage increase of three and sixteen hundredths' percent (3.16%) in exchange for their agreement to pay one half of the remaining employee retirement contribution being picked up by SFMTA on October 7, 2016.

83. Effective January 14, 2017, represented employees who are members of SFERS

hired before July 1, 2011, shall receive a base wage increase of three and sixteen hundredths' percent (3.16%) in exchange for their agreement to pay the final two and one-half percent (2.5%) remaining of the seven and one-half percent (7.5%) employee retirement contribution previously picked up by SFMTA.

84. Effective January 14, 2017, represented employees who became members of SFERS on or after July 1, 2011, shall receive a base wage increase of three and sixteen hundredths' percent (3.16%) in exchange for their agreement to pay all of the remaining employee retirement contribution being picked up by SFMTA on January 13, 2017.

85. For the base hourly wage rates (top step) during the term of this Agreement, see Appendix C. For wage rates at other steps, see Section 4.1.

86. Pursuant to San Francisco Administrative Code Section 16.61-1 (4)(a), the Transport Workers Union Local 250A elected, effective January 11, 1997, to place all employees covered by this agreement into a full retirement contribution status. The parties recognize that the implementation of full contribution rather than reduced contribution is irrevocable.

87. To the extent the SFMTA continues to pick up any portion of the Operator's required contributions to SFERS as set forth above, such pickup of contributions shall not be considered as part of an employee's compensation for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, or retirement benefits, nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary.

Section 8.4 Insurance Plan

88. (a) A life insurance policy of $50,000 with a permanent total disability benefit provision, subject to the conditions and provisions of said policy, shall be provided for all Operators.

89. (b) Job-Connected Incidents. SFMTA shall provide $175,000 accidental death, dismemberment and loss of sight coverage for each Operator from the first date of employment. This accidental death, dismemberment and loss of sight policy shall be limited to injuries sustained during the course of a felonious assault on the Operator provided the injuries arise while the Operator is performing the duties of the Operator's occupation as assigned and authorized by SFMTA or occurs during direct commutation to and from work by the Operator.

Section 8.5 Medical Exams

90. The SFMTA shall bear the entire cost of any physical examination to which an

Operator is required to submit by requirements of the California Highway Patrol or of SFMTA, provided, however, that if the Operator agrees to the scheduled appointment and without prior notice which enables SFMTA, with no charge, to cancel the appointment or a reasonable excuse for an unavoidable failure, fails to keep the appointment, the cost of the missed examination shall be borne by the Operator.

91. Operators required to report to a physician designated by SFMTA for physical examination outside their tour of duty will be allowed pay at their regular rate of pay for three hours for each such visit provided they give to their dispatcher, at the first opportunity after the examination, written verification that such examination was held.

92. Operators shall be given written notice of a scheduled examination not less than 96 hours prior to the appointment. An Operator may be scheduled to fill a canceled appointment with less than 96 hours' notice, but if such Operator misses the appointment, the Operator may not be charged for the missed appointment.

93. The standards for, conduct of, and appeals from required medical examinations are governed by the provisions of Civil Service Rule 416.

Section 8.6 Tuition Reimbursement

94. The SFMTA agrees to allocate forty thousand dollars ($40,000) per each year of this agreement to the Tuition Reimbursement Program for the exclusive use of classifications represented hereunder. Operators in said classifications may not receive more than one thousand dollars ($1,000) per fiscal year from this special allocation.

95. If any portion of said allocation remains unexpended on June 30th of any fiscal year it shall be carried over to the next fiscal year.

96. The Transport Workers Union Local 250A shall be sent a quarterly report of the persons who have applied for tuition reimbursements, purpose of reimbursement, and monies allocated.

Eligibility.

97. Any regularly scheduled Full-Time or Part-Time Operator within the SFMTA service who has served a minimum of one (1) year of continuous service in any class immediately prior to receipt of application may apply for tuition reimbursement. Such reimbursement shall be for training courses pertaining to the duties of a higher classification or for the purpose of improving performance in the present classification when such courses are offered by an accredited educational institution.

Expenses.

98. The SFMTA will reimburse each eligible Operator up to $500 annually for tuition, books, supplies, and other fees for such course if attendance has been approved in advance. The SFMTA will attempt to make such payment promptly upon the Operator's submission of proof of satisfactory completion of the course with a passing grade. If the course is not graded, or is not a credited course, an official transcript or other official document shall be deemed evidence of satisfactory completion.

Pre-Approval.

99. Application for reimbursement shall be prepared on a form provided by the SFMTA Human Resources Department. Courses require pre-approval by the SFMTA Human Resources Department and the Appointing Officer (or designee), neither of which shall 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 SFMTA Human Resources Department and the Appointing Officer (or designee), reimbursement shall be subject to successful completion of the course. No reimbursement shall be made if the Operator is eligible to receive reimbursement for said tuition under a federal or State Veterans benefit program from other public funds.

Repayment.

100. If an Operator resigns from the City within two (2) years following completion of the training course, the amount of tuition reimbursement shall be repaid by the Operator to the SFMTA by cash payment or out of the Operator's last pay warrant or, if applicable retirement earnings.

Section 8.7 Dependent Care Reimbursement Account (DCAP)

101. The SFMTA shall continue to offer a flexible spending account for Dependent Care Reimbursement (DCAP) which allows employees to establish a "pre-tax" account to reimburse dependent care costs.

ARTICLE 9. HOLIDAYS

Section 9.1 List of Holidays

102. The following fifteen (15) days shall be considered paid holidays under the provisions, hereinafter set forth: New Years Day, Martin Luther King, Jr.'s Birthday, President's Day, Memorial Day, June 19 (Juneteenth), Independence Day, Labor Day, the Second Monday in October (Indigenous Peoples and Italian American Heritage Day), Veterans Day, Thanksgiving, the day after Thanksgiving Day, Christmas, Operator's Birthday and two (2) Floating Holidays which shall be bid

pursuant to the procedures set forth in Section 13.5 G. In the event a legal holiday falls on a Saturday, the preceding Friday shall be observed as a holiday. Additionally, in the event a legal holiday falls on a Sunday, the following Monday shall be observed as a holiday.

Section 9.2 Holiday Pay When Not Assigned to Work

103. Each Operator who is not assigned to duty on a holiday listed above, shall be paid as follows: Eight (8) hours straight time.

Section 9.3 Holiday Pay When Assigned to Work

104. Operators assigned to work on any of such holidays will perform such assignments and will be paid as follows:

105. Operators who start their shift on December 31 and whose shift continues to January 1 shall be paid one and a half times their regular hourly pay rate for hours worked between 12:00 am – 4:00 am on January 1.

106. Operators who work on a holiday shall be paid the regular run pay and, in addition, shall receive a holiday pay computed as set forth in Section 9.2.

107. Operators who are assigned to duty on any of the foregoing holidays and who do not report for duty will not be paid for such holiday.

108. When a contract holiday falls within an Operator's vacation period or in the event an Operator's floating holiday coincides with any other holiday listed herein, such Operator shall receive holiday pay for each such holiday, computed as set forth in Section 9.2. Any Operator having an unused vacation day as a result of a holiday falling during the Operator's vacation period shall take the vacation day with pay at a time established pursuant to the procedures set forth in Section 9.7.

109. An Operator assigned to work on a holiday shall have the option of choosing an alternative day off with pay in lieu of holiday pay pursuant to the procedure set forth in Section 9.7. The Operator shall be paid regular run pay for the holiday worked and shall be paid the eight hours holiday pay on the alternative day off. Not more than three holidays may be so treated by an Operator in each fiscal year.

Section 9.4 Limitations on Eligibility for Holiday Pay

110. An Operator who has performed no work for SFMTA during a continuous period of thirty (30) calendar days or more immediately preceding a holiday, except for absence during paid vacation, shall not receive any pay for the holiday or be allowed another day off In lieu thereof. Operators who are on leave of absence or who are on the inactive list will not be paid for holidays occurring during their period of absence.

Section 9.5 Paid Status

111. An Operator shall not receive wages for a paid holiday unless the Operator reports for work on the Operator's last scheduled work day before the holiday and the first scheduled work day after the holiday or is on a paid status on such days. Paid status includes an absence for which sick leave is paid or for an industrial accident or for an absence as a result of an assault.

Section 9.6 Work on Floating Holiday

112. An Operator shall not be required to work on that Operator's floating holidays.

Section 9.7 Maximum Operators Off On Same Day For Floating Holidays

113. Beginning on July 1, 2011, a maximum of three percent (3%) of the Operators in any division may take floating holidays on the same day unless, consistent with service needs, the Division Manager or Assistant Manager in their sole discretion determines that such limit may be exceeded. This three percent (3%) limit is contingent on SFMTA meeting the standard of ninety-eight and one-half percent (98.5%) of scheduled service being delivered. If SFMTA does not meet this standard for any quarter, then no more than one percent (1%) of the Operators in any division will be permitted to take floating holidays on the same day during the following quarter, and the limit shall remain at one percent (1%) until SFMTA meets the 98.5% standard. Once SFMTA achieves the 98.5% standard, the limit will return to 3% the following quarter.

Section 9.8 Other Paid Time Off

114. An Operator will be permitted to have a day off to meet personal needs subject to the following conditions:

(a) The Operator shall use paid leave. In cases of a verifiable emergency, an Operator with no available paid leave may be permitted to take the day off without pay. For purposes of this section, "Paid leave" is defined as vacation, floating holidays, and any days off available to the Operator under Section 9.3.

(b) A roster of those requesting days off shall be maintained by the Division Manager and the Transport Workers Union Local 250A division chairperson, and days off will be permitted in order of request.

(c) Requests for the day off must be placed on the roster not less than 96 hours before the Operator's regular report time for the day requested off.

(d) The maximum number of days off per year permitted Operators for personal needs pursuant to this section is three.

(e) Up to four times a year, an Operator shall be permitted to use four hours of accrued paid leave: (1) for a medical or dentist appointment where the Operator provides the Division Manager or Assistant Manager with five days advance notice and written verification of the appointment (Operator may use paid sick leave); or (2) for a verifiable emergency, including family emergencies (as approved by the Division Manager or Assistant Manager).

ARTICLE 10. LEAVES OF ABSENCE

Section 10.1 Bereavement Leave

115. Three (3) days' leave with pay shall be allowed to each Operator for the death of the employee's spouse or domestic partner, parents, step parents, grandparents, parents-in-law, sibling, step child, adopted child, a child for whom the Operator has parenting responsibilities, aunt or uncle, legal guardian, or any person who is residing in the household of the Operator. Such leave shall not exceed three working days and shall be taken within 30 calendar days after the date of death.

Section 10.2 Leave without Pay for Bereavement

116. In addition to the three (3) paid days, an Operator may take up to two (2) days leave without pay for the reasons described in this section at the Operator's option. The Operator may request pay on these two (2) days be charged against the Operator's floating holiday or vacation.

Section 10.3 Jury Duty Leave

117. An Operator shall be provided leave with pay on a work day when the Operator serves jury duty, provided the Operator gives prior notice of the jury duty to the supervisor. Such pay shall be the same as if the Operator had worked in accordance with the Operator's regular schedule for such day.

118. Operators assigned to jury duty whose regular shifts are outside of court hours shall not be required to work those shifts beginning the Saturday before the date indicated on the summons and continuing through the duration of the Operator's jury service, provided the Operator gives prior notice of the jury duty to the supervisor.

119. To receive leave with pay for jury duty, Operators 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.

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

Section 10.4 State Disability Insurance

121. The payment of sick leave pursuant to Rule 420 of the Civil Service Commission shall not be affected and shall be supplementary to payments from State Disability Insurance. An Operator entitled to SDI shall receive in addition thereto such portion of the Operator's accumulated sick leave with pay as will equal, but not exceed, the regular biweekly gross earnings of the Operator, including any regularly paid premiums. Such supplementary payments shall continue for the duration of the Operator's illness or disability or until sick leave with pay credited to the Operator is exhausted, whichever occurs first.

Section 10.5 State Unemployment Insurance Program

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

Section 10.6 Pregnancy and Parental Leave

123. SFMTA shall administer pregnancy and parental leave according to State, Federal, and Local law. An employee may contest a Pregnancy and Parental Leave decision through the grievance and arbitration procedures of this Agreement or through the applicable Civil Service Rules, the City Administrative Code and Federal and State law. Provided, however, if the employee, group of employees, or Union elects to pursue remedies for a pregnancy and parental leave decision outside the procedures of the Agreement, it shall constitute a waiver of the right to pursue that complaint through the grievance and arbitration process.

124. Union and the employee shall elect only one administrative remedy through the City and County of San Francisco. That election is irrevocable, provided that if the employee elects initially to use the grievance procedure of the MOU, then before advancing the grievance to arbitration, the employee and the Union must elect between the grievance procedure and other administrative remedies. If the employee elects to proceed with the grievance, that election constitutes a waiver of the right to pursue other City administrative remedies. If the employee elects to invoke another administrative remedy, the Union shall withdraw the grievance. In this situation, the City shall use the initial date of the grievance in determining the timelines of the administrative complaint. It is understood that this paragraph shall not foreclose nor prejudice the election by an affected employee of any administrative or statutory remedy provided by law.

Section 10.7 Childcare/Personal Leave Without Pay

125. An Operator will be granted childcare or personal leave without pay in accordance with the provisions of Civil Service Rules 420.33 and 420.20 if SFMTA determines

that it will not interfere with the needs of the service.

Section 10.8 Domestic Partners

126. In all Articles of this MOU which provide rights or benefits for dependents of a transit Operator, the same shall be provided to a Domestic Partner consistent with existing law which may be subsequently amended.

Section 10.9 Accrued Paid Time Off

127. Any Operator using sick pay shall be given the option of receiving either eight (8) hours pay or an amount equivalent to run pay by supplementing their pay from any type of accrued paid time off. Any Operator using accrued paid time off other than sick pay shall be given the option of receiving either eight (8) hours pay or an amount equivalent to run pay by supplementing their pay from any type of accrued paid time off other than sick pay. Sick leave without pay will be permitted only after all sick leave with pay has been exhausted.

Section 10.10 Industrial Accident Leave

Transport Workers Union Local 250A Notification

128. Notice of the occurrence of an injury to any employee sustained in the course of employment shall be given to the Transport Workers Union Local 250A as soon as knowledge of such an injury comes to SFMTA.

Industrial Injury Leave

129. An Operator who is absent because of an occupational or non- occupational disability and who is receiving Temporary Disability, Vocational Rehabilitation Maintenance Allowance, or State Disability Insurance, may request that the amount of disability indemnity payment be supplemented with salary to be charged against the Operator's accumulated unused sick leave with pay credit balance at the time of disability, or vacation, so as to equal the normal salary the Operator would have earned for the regular work schedule. An Operator who wishes not to supplement, or who wishes to supplement with vacation, must submit a written request to the appointing officer or designee within seven (7) calendar days following the first date of absence. Disability indemnity payments will be automatically supplemented with sick pay credits (if the Operator has sick pay credits and is eligible to use them) to provide up to the Operator's normal salary unless the Operator makes an alternative election as provided in this section. Operator supplementation of workers' compensation payment to equal the full salary the Operator would have earned for the regular work schedule in effect at the commencement of the workers compensation leave shall be drawn only from an Operator's paid leave credits including vacation, sick leave balance, or other paid leave as available. Pursuant to Civil Service Rule 420.24, an Operator returning

from disability leave as defined by CSC Rule 420.24 will accrue sick leave and/or supplemental disability credits at an accelerated rate. Salary may be paid on regular time-rolls and charged against the Operator's sick leave with pay, or vacation credit balance during any period prior to the determination of eligibility for disability indemnity payment without requiring a signed option by the Operator. Sick leave with pay, or vacation credits shall be used to supplement disability indemnity pay in increments of at least one (1) hour. Notwithstanding past practice, if an Operator is injured from an unavoidable collision accident or malfunction of MUNI equipment while operating MUNI equipment resulting in loss of time from work, the Operator shall suffer no loss of pay time on the day the injury occurs. In the event of such injury, the Operator shall be paid eight (8) hours' time for each scheduled work day lost during the waiting period until workers compensation temporary disability benefits begin, and after the waiting period, the Operator shall receive from MUNI 60% of the difference between workers compensation temporary disability benefits and eight (8) hours' time for each scheduled work day lost for a maximum of one (1) month of continuous absence each fiscal year, or through the end of the current sign-up period, whichever period is greater. An Operator may request to supplement the Operator's pay while on leave to be changed against the Operator's accumulated unused sick leave, or vacation. SFMTA shall continue to pay premiums at the amounts set forth in Article 8 for the Operator and the Operator's dependents until the end of the period in which the Operator receives workers compensation temporary disability benefits

Section 10.11 Incapacity as a Result of Criminal Violence

130. For informational purposes only: In accordance with Administrative Code Section 16.170, Operators who are incapacitated from the performance of their duties by reason of bodily injury or illness received in the performance of their duties and caused by an act of criminal violence shall be entitled, regardless of the period of service with SFMTA, to disability benefits equal to and in lieu of their salary, while so disabled, for a period or periods not exceeding 12 months in the aggregate with respect to any one such injury or illness. The entitlement to this disability benefit shall be determined by the Civil Service Commission. See Civil Service Rule 420.15. This section shall not be subject to the grievance procedure.

ARTICLE 11. PART-TIME OPERATORS

Section 11.1 Part-Time Operator Definition

131. A Part-Time Operator is an Operator employed by SFMTA and regularly scheduled on a less than full-time basis. Upon qualification as a transit operator, such employee will serve a probationary period in accordance with Civil Service rules.

Section 11.2 Part-Time Operator Positions

In its sole discretion, SFMTA may create and fill Part-Time 9163 Operator positions to

operate the following equipment: rubber tire or light rail vehicle. Part-Time Operators may be assigned to Part-Time runs or the Part-Time Operator extra board, or, where no full-time Operators are available within a Division, the full time extraboard.

Section 11.3 Part-Time Probationary Period

132. Upon qualification as a transit Operator, such employee will serve a probationary period in accordance with Civil Service rules. The probationary period of a Part-Time Operator filling a position from an eligible list shall be for a period of six (6) consecutive months of regularly scheduled service as defined by Civil Service Rule 417. The probationary period may be extended by mutual agreement between the SFMTA and the Operator. The Rule, which is not subject to the grievance process, is attached as Appendix C to this MOU, for information only. The probationary period for other types of appointments, such as displacement ("bumping") or transfers, shall be 520 hours. The probationary period may be extended by mutual agreement between the SFMTA and the Operator.

Section 11.4 Recognition

133. The Transport Workers Union Local 250A is recognized as the employee representative for all Part-Time Operators. All of the terms and conditions of employment applying to Full- Time Operators shall apply to Part-Time Operators except as may be specifically set forth in this Agreement.

Section 11.5 Number of Part-Time Operators

134. SFMTA asserts that the subject of establishing a cap, a percentage, or any limitation on the number of Part-Time Operators SFMTA may employ is outside the scope of bargaining, and SFMTA is not required by law to negotiate or participate in the impasse procedure/interest arbitration about this subject. The Transport Workers Union Local 250A asserts that the subject of establishing such a limitation on the number of Part-Time Operators is within the scope of bargaining.

135. For the purpose of reaching an agreement on a comprehensive collective bargaining agreement for the period from July 1, 2014, through June 30, 2017, SFMTA agrees to limit the number of Part-Time Operators employed or budgeted to no more than fifteen (15%) percent of the number of budgeted FTE Operator positions.

Section 11.6 Established Work Week

136. A Part-Time Operator's individual workweek shall be the schedule assigned to that Operator and shall be within the established workweek for Part-Time Operators.

137. The established workweek for Part-Time Operators shall begin at 12:00 AM on

Saturday and end at 11:59 PM on Friday.

Section 11.7 Minimum and Maximum Hours Of Work

138. If regularly scheduled to work or authorized to work by an SFMTA authorized representative, each Part-Time Operator shall be guaranteed a minimum of three and one-half (3.5) hours work.

Each Part-Time Operator shall be scheduled to work no more than seven (7) hours operating a revenue service vehicle per workday and twenty-eight (28) hours per workweek, except during training. To meet service needs, a Part Time Operator may accept additional hours of work for which the Operator is not regularly scheduled. Nothing in this section shall interfere with a Part-Time Operator's completion of any run, performance of unscheduled driving, work on weekends or for special events, provided that the total hours worked does not extend beyond twenty-eight (28) hours per week, except during training.

Section 11.8 Benefits for Part-Time Operators

139. Part-Time Operators shall be entitled to the benefits provided in Article 8 of this Agreement.

Section 11.9 Part-Time Dental, Vision, and Flexible Spending Plans

140. Part-Time Operators shall be eligible to enroll in the City's Health Service System and may participate in flexible spending account programs to the same extent as Full-time Operators.

Section 11.10 Part-Time Holidays

141. Part-Time employees, including employees on a reduced work week schedule, who regularly work a minimum of twenty (20) hours in a bi-weekly pay period shall be entitled to holidays as provided herein on a proportionate basis.

Section 11.11 Part-Time Uniforms

142. Section 4.3.2, Uniforms, Shoes, and Equipment shall apply to Part-Time Operators. The Shoes and Uniform Maintenance Allowance in Section 4.3.2 shall be provided to Part-Time Operators on the same basis as Full-Time Operators pursuant to Section 4.3.

Section 11.12 Transit Passes

143. Part-Time Operators shall be eligible for transit passes on the same basis as Full-

Time Operators pursuant to Section 4.3.

144. In the event a Part-Time Operator needs a replacement identification card, SFMTA shall charge the Part-Time Operator a ten-dollar ($10) fee to replace the identification card. SFMTA may waive the fee if the Part-Time Operator produces verifiable proof satisfactory to the SFMTA that the loss or destruction was beyond the Part-Time Operator's control.

145. Failure to properly display identification or any attempt to misuse this privilege will be cause for refused entry into the system, revocation of privilege and/or corrective action. Pass privileges will be revoked when a Part-Time Operator ceases to be employed in active status.

Section 11.13 Part-Time Choice of Shifts/Sign Up

146. Part-Time Operator shift assignments shall be posted to show reporting and ending location, starting and ending time for any weekend split-time- run, and regular days off (RDO). Part-Time and Full-time Operator assignments shall be posted separately, and separate bids shall be conducted for each.

Section 11.14 Part-Time Extra Board

147. SFMTA shall determine the number of Part-Time Extra board Operators to be allotted to each of the divisions. Part-Time Extra Board Operators shall not fill full-time shift vacancies except as provided in Section 11.2 of this Agreement. Except for filling "not out" Part-Time Operator vacancies, full- time Operators shall not be assigned to part-time runs or part-time extra board. For purposes of this section, a part-time "not out" shall mean "part- time run with no Part-Time Operator available, no Part-Time Operator available on the part-time extra board and no Part-Time Operator willing to work an RDO after exhausting extra board lists within the division."

Section 11.15 Civil Service Eligible Lists

148. The parties will request that the Civil Service Commission establish and maintain separate eligible lists for Part-Time and Full-Time Operators. If separate lists are established, Full-Time Operators shall be appointed only from the full-time eligible list. There will not be a requirement that an Operator work part-time in order to be eligible for full-time employment. If it is necessary to amend, or receive an exemption from, any civil service rule to accomplish the last sentence, the parties agree to request jointly that the Civil Service Commission so arrange.

Section 11.16 Part-Time Operator Seniority

149. For purposes of shift bidding and vacation bidding, SFMTA seniority for a Part-Time Operator shall begin on the first date in paid service as a Part- Time Operator on

particular equipment.

150. For purposes of shift bidding, seniority accrued by Part-Time Operators shall not be transferable to full-time seniority. In the event a Part-Time Operator applies for and is appointed as a Full-Time Operator position, the Operator's full-time seniority shall begin as of the first day of paid service as a Full-Time Operator.

151. For purposes of vacation bidding, seniority accrued by Part-Time Operators shall be transferable to full-time seniority. In the event a Part- Time Operator applies for and is appointed as a Full-Time Operator position, the Operator's full-time seniority shall include seniority accrued as a Part-Time Operator.

Section 11.17 Moving Between Part-Time and Full-time

152. If an Operator moves between Part-Time and Full-Time, the Operator shall be appointed at that Operator's current salary step. Salary steps are described in Article 4.

ARTICLE 12. FULL-TIME OPERATORS

Section 12.1 Definition

153. A Full-Time Operator shall mean a person employed by SFMTA on a full- time, continuing basis whether assigned to a full-time run or to the extra board.

Section 12.2 Probationary Period For Full-time Operator

154. The probationary period of a Full-Time Operator filling a position from an entrance examination shall be for a period of six (6) consecutive months of regularly scheduled hours worked as defined by Civil Service Rule 417. The probationary period may be extended by mutual agreement between the SFMTA and the Operator. The Rule, which is not subject to the grievance process, is attached as Appendix C to this MOU, for information only.

Section 12.3 Full-Time Extra Board

155. The primary purpose of the Full-Time Extra Board is to fill full-time Operator shift vacancies. SFMTA shall determine the number of Operators on the full- time extra board, however, the full-time extra board shall be maintained in accordance with Section 13.4.

Section 12.4 Available Extra Board Assignments

156. If SFMTA has filled all full-time shift vacancies from the Full-Time Extra Board, SFMTA may assign free Extra Board to perform special runs.

Section 12.5 Giving Up A Run

157. Operators will not be permitted to give up a run, block or hold down except for reasons acceptable to management. Any Operator who is allowed to give up a run, block or hold down will be placed at the bottom of the extra board with days off assigned according to the needs of the service. The seniority of the extra board will date from the date the Operator gives up the run, block or hold down. At the next signup the Operator will revert back to seniority order.

Section 12.6 Temporary Exempt and Proposition F Employees

158. SFMTA shall limit the number of Prop F Operators to no more than fifteen (15) at any time. SFMTA shall not employ temporary exempt employees to fill vacancies in the TWU 250A Operators bargaining unit.

ARTICLE 13: SCHEDULING, CHOICE OF ASSIGNMENTS, AND BIDS

Section 13.1 Development Of Schedules

159. At its sole discretion, SFMTA shall schedule service and establish runs in the most cost-effective manner consistent with the transit needs of the City and County of San Francisco.

Section 13.2 Transport Workers Union Local 250A Review of General or Division Schedules and Sign-Ups

A. Notice of General or Division Schedules

160. At least twenty (20) calendar days prior to posting the available shift assignments at divisions, SFMTA shall give the Transport Workers Union Local 250A a copy of the available assignments for the Transport Workers Union Local 250A's review. SFMTA shall provide reasonable release time to up to three (3) Transport Workers Union Local 250A representatives per affected division to be present and participate in reviewing the available shift assignments.

B. Union-Management Pre-Posting Meeting

161. At least ten (10) calendar days prior to distribution of the schedule to Operators and upon the Transport Workers Union Local 250A's request, SFMTA shall offer a pre-posting meeting with the Transport Workers Union Local 250A Chair at each division, to discuss the schedule, including headways, running time, recovery time, train recovery time, and details about the sign-up procedures. During the pre-posting meeting, the Transport Workers Union Local 250A shall inform management of any objection it may have relative to proposed service.

162. SFMTA shall provide reasonable release time to up to three (3) Transport Workers Union Local 250A representatives per affected division to be present and participate in the pre-posting meeting.

C. Post General Bid Implementation

163. After the bid is implemented, the Transport Workers Union Local 250A may inform the Senior Operations Manager of the Scheduling Unit about any problems with the schedule, including headways, running time, recovery time, and train recovery time. The Senior Operations Manager of the Scheduling Unit shall consider and implement necessary schedule changes.

Section 13.3 Frequency Of Sign-Ups

A. Biennial Sign-Ups: Bus Only

164. SFMTA shall offer one General Sign-Up among bus Divisions every two years. In a General biennial system Sign-Up, Operators who sign out of a division for which they have sufficient seniority shall transfer out of that division upon completion of any training and certification required to operate in the new division. A General Sign-Up shall be conducted as described in Section 13.5, Choice of Shifts/Operator Sign-Ups.

165. Green/MME and Cable Car Divisions will not be included in General Sign-Ups but will have Division Sign-Ups only. Employees wishing to transfer from a bus Division to one of the rail Divisions must follow the procedures set forth in Section D. below.

B. Division Sign-Ups.

1.) Bus Divisions

166. In a year when a General Sign-Up is held, SFMTA shall schedule two Division Sign-Ups. In a year when no General Sign-Up is held, SFMTA shall schedule three Division Sign-Ups.

2.) Green/MME and Cable Car Divisions

167. Green/MME and Cable Car Divisions have three Division Sign-Ups per year.

C. Division Sign-Ups For Service Needs

168. SFMTA may schedule a Service Needs Division Sign-Up in the affected divisions whenever SFMTA decides to expand, reduce, or modify its services. Service Needs Division Sign-Ups may include, but are not limited to, expansion in service by adding routes/lines, extending lines, or extending hours of service; reduction in service by eliminating route/lines, shortening lines, or decreasing hours of service; moving service from one area to another; and/or and service needs that require changed

schedules. SFMTA shall establish the effective date for any Service Needs Division Sign-Up. A Service Needs Division Sign-Up shall be conducted as described in Section 13.5, Choice of Shifts/Operator Sign-Ups.

D. Transfers Between Bus and Rail Divisions

169. Operators wishing to transfer from a bus division to Cable Car or Green/MME, or between Cable Car and Green/MME Divisions, may sign up once per year on the Rail Training Seniority List for the desired division. Openings in Green/MME and Cable Car Divisions will be filled in order of seniority on the Rail Training Seniority List. If there are openings in Cable Car or Green/MME and the Rail Training Seniority List is exhausted, the list will be re-opened. If, by the end of any annual sign-up period, fewer than 75 Operators have been selected from the Rail Training Seniority List to begin training in Green/MME or Cable Car Divisions, the Operators still on the Rail Training Seniority List may bump Operators with less seniority in the desired divisions until a total of 75 is reached, or the list is exhausted, whichever comes first.

170. Operators wishing to transfer from Green/MME or Cable Car to a bus division may do so and will be placed on the Extra Board in the Operator's desired bus division until the next Division sign-up, at which point the Operator may pick a run based on the Operator's seniority date.

Section 13.4 Available Operator Force

171. Prior to each General, Division, Or Division Sign-Up For Service Needs, SFMTA shall determine the scheduled service and establish runs in the most cost effective manner consistent with the transit needs of the City and County of San Francisco. This determination shall not be subject to the grievance procedure. The number of full-time Operators (Available Operator Force), shall be at least one hundred twenty percent (120%) of the number of scheduled runs plus blocks, as determined at each General Sign-up, Division Sign-Up, or Division Sign-Up For Service Needs. If the Available Operator Force falls below one hundred twenty percent (120%) of the number of scheduled runs plus blocks for more than thirty days after the first day of a Sign Up, SFMTA shall initiate the process of training and hiring sufficient full-time Operators to attain the one hundred twenty percent (120%) Available Operator Force.

Section 13.5 Choice Of Shifts / Operator Sign-Ups

A. Bid Information

172. All shift assignments shall be posted to show reporting, starting, and ending location, starting time, starting and ending time for any split schedule in the run, and regular days off ("RDO"). Full-time and part-time assignments shall be posted separately, and separate bids shall be conducted for each.

B. Sign-Ups

173. SFMTA will assign seven (7) designated SFMTA employees to be present throughout the Sign-ups. In addition, SFMTA shall provide reasonable release time to one (1) Transport Workers Union Local 250A representative per affected division to be present and assist throughout the Sign-Ups.

C. Time For Conducting Sign-Ups/Bid

174. Although Sign-Ups shall generally be conducted on week days, SFMTA may conduct Sign-Ups on evenings and weekends.

D. Bid Distribution

175. A copy of the available shift assignments will be posted in SFMTA's headquarters with a concurrent distribution to all divisions five (5) calendar days in advance of any bid.

E. Operator Bid Roster

176. 1. Operators who separate from service between the date the available shift assignments are given to the Transport Workers Union Local 250A (Section D above) and the first day of the Sign-up shall be removed from the Bid Roster. Employees who are reinstated or who revert to positions within the bargaining unit after the bid is posted but before sign-up may participate in the Sign-up.

177. 2. At the time of any bid, Operators who are on any leave of absence known to be for a period in excess of two (2) work weeks from the effective date of the bid may not participate in that current Sign-Up, except as prohibited by law.

F. Seniority Order

178. Choice of shifts and locations will be made in seniority order. No Operator's turn to bid shall be passed. If an Operator is unavailable at the Operator's bid time, either the Transport Workers Union Local 250A representative or the management representative shall select a shift assignment for that Operator at the Operator's bid time.

G. Vacation / Time Off Sign-Ups

179. Beginning in January 2025, sign-ups for scheduled time off, including floating holidays, shall be held annually in January of each year. The annual time off period shall be in effect from the first full week of February through the last full week of January of the following year. Operators may use their accrued discretionary paid time off (e.g., floating holidays, vacation, banked holidays) in whatever order they prefer.

Section 13.6 Adjustments in Schedules Between Sign-ups

180. In the event SFMTA adjusts or modifies schedules between scheduled Sign Ups, SFMTA shall provide at least forty-eight (48) hours' notice to the affected Operators. In the event of such change, Affected Operators shall retain the same days off on the run pay bid and shall be paid no less than the run pay bid at the current signup. If the affected Operator cannot work the adjusted run, the affected Operator shall be placed on the extra board. The affected Operator's hours shall not be changed by more than one hour in total, and the affected Operator shall be assigned the same days off, with no reduction in pay.

Section 13.7 Temporary Reassignment

181. If service is down on any rail line or trolley coach route due to equipment or facilities failure or due to an unforeseeable emergency, SFMTA may, in its sole discretion, reassign Operators to the extra board at their home division or platform, or any other mode, provided the Operator is qualified and certified to operate that mode's equipment safely on the route(s) to which the Operator may be assigned, for the length of the emergency.

Section 13.8 Headway Premium

182. Any Operator missing a headway for two or more hours for two consecutive days, or more, shall receive a premium of six percent (6%) of the hourly rate per hour for the actual time so worked, commencing on the second day. The parties shall meet and confer during the term of this MOU about improving the method of tracking and paying this premium.

Section 13.9 Service Reassignments

183. After an Operator has pulled the Operator's run out of the division in order to provide service, SFMTA may reassign for a single work day the Operator to a line or route other than the one bid for by the Operator under the following circumstances: (Paragraph 188)

(a) A line is blocked; or

(b) To provide shuttle services during major delays on the Muni metro, cable car, or trolley coach systems; or

(c) As necessary to meet emergency service needs.

Section 13.10 Work Past Relief Time

184. In the event an Operator will not be relieved at the Operator's scheduled time of relief,

either because the Operator's relief failed to report or because of an unanticipated service disruption, Dispatch shall inform the Operator scheduled to be relieved. If a relief Operator is not immediately available to make the relief, SFMTA may direct the Operator to complete the trip as long as the Operator will not exceed the maximum driving hours.

Section 13.11 Runs Subject to Daily Reassignments (SDR)

185. In order to meet the needs of service and reduce multiple headways SDR runs will be designated in each Division. The SDR runs will be selected for each sign-up from the priority list. The number of SDR runs per division are as follows:

Woods, Potrero, Presidio, Kirkland	10 runs each
Flynn, Islais Creek, Green/MME	10 runs each

186. SDR runs will be so indicated on the 5-day work schedule posted for each sign-up.

187. When the Division dispatcher has knowledge of an open run due to no Operator or has received notification from the Yard Starter (or the shop supervisor in the absence of a yard starter) that there will be a shortage of equipment available. The Division dispatcher can then reassign an SDR Operator from that Operator's regular assigned run to another run for that day.

188. The method of reassignment shall be:

189. 1. To a run that finishes earlier or within one (1) hour of the regularly assigned run.

190. 2. Reassignment of SDR runs shall be on a rotational basis only. All SDR runs shall be utilized first before a second application/reassignment occurs for any specific SDR runs.

191. 3. Operators on SDR runs shall be paid the higher of the regular run or the run reassigned to for that day, plus three percent (3%) per hour premium for the run change. Any time that a run is cancelled and the Operator is reassigned, it shall be considered an SDR reassignment.

Section 13.12 Multiple Car Trains

192. Multiple car trains are two or more cars coupled for lead car control. During the term of this MOU, LRV Operators may be assigned to operate two or three car trains while the cars are in operation between West Portal or Church-Duboce and Embarcadero Stations. An LRV Operator may be assigned to operate two or more cars on the street. If the Union believes that it is not safe for a trailing car door to be operated at a given

stop, then it may present the issue to the Division Safety Committee. If the issue is not resolved at that level to the satisfaction of the SFMTA or the Union, either party may submit the matter to expedited arbitration in accordance with Section 22.6 of this MOU. If the arbitrator agrees that it is not safe for a trailing car door to be operated, then the doors will be disabled at that stop. The status quo shall remain in effect until the dispute is resolved, either by agreement of the parties or by issuance of the arbitrator's decision.

Section 13.13 Cable Car Operations

Schedules

193. Local 250A and Muni Management agree that our goal is to operate the Cable Cars in place and on time.

Turntable Rules

194. Each sign-up shall include a starter at Powell and Market, and Beach and Hyde, and Bay and Taylor. The starter shift will be filled seven (7) days a week. The hours of work will be from 10:00 AM to 8:00 PM (no split).

195. The starter is instructed that when the lead car crosses O'Farrell Street, the next car must be dispatched from the Powell and Market turntable.

Turntable Rules – Outer Terminal 59 (MASON) & 60 (HYDE) Lines

196. Crews are to go on the turntable sufficiently in advance of their scheduled or assigned leaving time so as to be able to leave on their scheduled or assigned leaving time.

197. When you are the Operator of first car waiting to go on the turntable and a third (3rd) car arrives at the terminal, the crew of the first car is to immediately go on to the turntable regardless of the amount of time remaining before your scheduled or assigned leaving time.

Terminal Rules – Inner Terminal – 61 (CALIFORNIA) LINE

198. The first car waiting on the nearside of California and Drumm must move into the terminal and loading area immediately after the terminal is clear of Cable Cars

Reliefs

199. Cable Car inspectors are to make every effort to ensure that crews get off on time without adversely effecting service.

ARTICLE 14. HOURS OF WORK

Section 14.1 Full-time Operators' Established Work Week

200. All Full-time Operators shall be entitled to not less than eight (8) hours of work per day and a total of forty (40) hours of work over a five (5) consecutive day period within any seven-day period. This guarantee will apply only if, the Operator reports on time and is available for the Operator's regularly scheduled run; or in the case of extra board Operators, or Full- time Operators working as extra board, if the Operator reports on time daily and holds the Operator available for such work as may be assigned to them. The exception to the above guarantee to Full-time Operators is in the event of unusual circumstances wherein no work is available, such as, but not limited to, earthquake, natural disaster, strike, etc.

Section 14.2 Definition of Overtime

201. For all hours of work performed in excess of forty (40) hours in each established work week or eight (8) hours in a work day, SFMTA shall pay Operators at the rate of time and one-half. Overtime pay for work on a regular day off (RDO) is subject to the provisions of Article 15.

Section 14.3 Split Time Run

202. For the purpose of this Agreement, a split-time-run shall be defined as "any run containing two or more pieces of work separated by a paid or unpaid break." If the break in a split-time-run is two hours or less, the break shall be an unpaid break. For full-time operators only, if the break in a split-time-run exceeds two hours, the Operator shall be paid at straight time for the period of the break in the split-time-run that is in excess of two hours. While being paid during a break in a split-time-run that exceeds two hours, the Operator shall stand by in the report room to accept any assignments within the Operator's competence that SFMTA requires. Such assignments will be work in the customary line of work performed by the Operator.

Section 14.4 Overtime Pay For Spread or Range Time Greater Than Ten (10) Hours

203. For the purpose of this section, "spread or range time" shall mean the period of time between when an Operator begins work and when an Operator ends work. If a regular split-time-run is not completed within a range of ten hours, SFMTA shall pay the Operator one and one-half times the Operator's regular rate of pay for all time worked in excess of said ten (10) hours.

204. No Full - Time Operator shall be scheduled to work a range greater than twelve hours. No Part-Time Operator shall be scheduled to work a range greater than thirteen hours.

Section 14.5 Work Time

205. For the purpose of computing straight and overtime pay, work time will include:

206. (1) Time as platform employees, operating a transit vehicle, or collection work.

207. (2) Time on report.

208. (3) Time spent by an Operator when requested by a duly authorized railway representative to act as a witness or perform similar duties in the interest of the SFMTA.

209. (4) Standby time on split-time-run time.

210. (5) Time spent by a permanent Operator in breaking in on unfamiliar equipment.

211. (6) Time spent when an Operator is required to travel from a relief point away from the home division to the home division, or the opposite: the running time from the home division to the relief point plus one-half the headway on line(s) traveled to or from the division. When travel time is required between pieces of work, such travel shall be shown attached to the piece of work that concludes or commences away from the division. Interline travel shall be shown attached to the shorter piece of the run.

212. (7) Time required of designated Transport Workers Union Local 250A representatives by the division to attend special meetings called by the division manager or other railway officials.

213. (8) Time spent in performing other duties at the request of a duly authorized SFMTA representative.

214. (9) Time taken for required Department of Motor Vehicle test(s) during the Operator's regular working hours.

215. (10) Three hours of medical examination required for an Operator's license if the examination is not taken during the Operator's regular work hours.

216. (11) Reporting - clearing allowance shall be included as work time when the Operator is required to "report" and "clear" as follows:

(a) Fifteen (15) minutes when an Operator reports or starts a run or a collect from a division.

(b) Fifteen (15) minutes when an Operator ends a run or a collect at

a division when a turn-in is required, except that cable car conductors shall be allowed twenty (20) minutes for cash and receipt turn-in.

(c) Twenty (20) minutes when an Operator reports or starts a run on an LRV.

(d) Thirty-five (35) minutes when an Operator reports or starts a run on LRV that is a two car one Operator train.

(e) Fifteen (15) minutes when an Operator reports or starts a run on a PCC car.

217. (12) Lunch period. Operators assigned to work requiring six (6) or more hours of continuous work will receive twenty (20) minutes of straight time pay in lieu of a lunch period.

Section 14.6 Operator Participation In an Investigation or Court

218. All Operators called to participate in an investigation or Court on SFMTA's business shall be paid their regular hourly rate. In all cases where Operators are taken from the work to which they have been assigned to go to participate in an investigation or Court, they shall not receive less pay within the time of their original assignment or run than they would have received had they not been taken from it. When an Operator whose run finishes after 10:00 P.M. is required to report to participate in an investigation or Court before noon the following day, the Operator shall be relieved from the Operator's run no later than 10 p.m. the night before and shall be paid in full for the run.

Section 14.7 Time Off Between Scheduled Work

219. No Operator will be required or asked to perform without a minimum of eight (8) hours off between the time of completion of the last shift and the commencement of the next shift.

Section 14.8 Accident Reports

220. Operators required to remain on duty to prepare a necessary accident report shall receive one (1) hour of pay at the straight time rate. Standby time, if any, at the end of the run will be subtracted from the one (1)hour.

ARTICLE 15. WORK ON REGULAR DAY OFF (RDO)

Section 15.1 Procedures For Requesting And Distributing Overtime Work On RDO

221. An eligible full-time Operator may request to work overtime on the Operator's regular day off work ("RDO"). Article 15 shall not apply to Part- Time Operators. The procedure for requesting and distributing RDO work among eligible full-time Operators shall be as follows:

a. Operators must submit a request for RDO no later than 48 hours before their RDO. Operators may request to work AM, PM, OWLS or a combination of shifts, but only one RDO shift will be assigned to each Operator. Operators who submit a request after the 48- hour deadline will be added to the bottom of the list.

b. On the first day of a signup, the division dispatcher shall assign all overtime work on an RDO by seniority. As usage builds, Operators with the least amount of work on an RDO shall move to the top of the list. The division dispatcher shall determine ties by seniority.

c. Based on service needs, division dispatchers will determine which runs will be assigned to Operators working overtime on their RDO.

d. If an Operator works overtime on the sixth day of the Operator's RDO, the Operator will go to the bottom of the RDO list for the seventh day of the Operator's RDO.

e. If an Operator is scheduled for RDO and fails to work on their sixth day, the Operator will be placed on the bottom of the RDO list on the seventh day. Seventh day RDO takes seniority over Operators added to the bottom of the list.

f. To be paid at the overtime rate of pay defined in Section 14.2, Operators must perform work in excess of forty (40) hours in each established work week or eight (8) hours in a work day. For the purpose of calculating the hours worked in each established work week, SFMTA shall include jury duty, military leave, and statutory holidays in the calculation of the number of hours worked. Vacation hours, sick leave, compensatory time and any other paid or unpaid leaves not listed in this paragraph shall not be counted as hours worked. If an Operator working on the Operator's RDO does not qualify for overtime pay, the Operator shall be paid at straight pay.

g. After the division RDO list has been exhausted, dispatchers may take whatever steps needed to manage open runs. RDO assignments shall

be made first from the RDO list in the division. If the RDO list in the division is exhausted, the Division Dispatcher can contact another division dispatcher for their available RDO list.

Section 15.2 Distribution Of Overtime

222. Overtime work on Operator's RDOs shall be distributed equitably among Operators in each Division who submit a request. SFMTA shall provide the Transport Workers Union Local 250A records showing the requests for overtime and the detail payroll list of work done in the Division the previous day.

Section 15.3 Ineligible For Voluntary Overtime Work On RDO

223. An Operator may be ineligible to work overtime on the Operator's RDO for any of the reasons stated in this section.

h. No Operator who has, within the last 130 scheduled work days been absent without leave or has had an unexcused absence or called in sick when the Operator had less than 8 hours of accrued sick leave, shall be eligible for work on the Operator's RDO.

i. No Operator shall be allowed to work RDO who has been suspended during the 2 months prior to that RDO.

ARTICLE 16. OPERATORS UNDER INSTRUCTION

Section 16.1 Learning New Mode

224. Except as provided in Section 14.2, when learning different equipment, all Operators who have passed the probationary period shall be paid at their regular rate except as herein provided. This also applies to Operators who return to work after absence. Operators required to go to the Instruction School on their own time shall be paid travel time to and from their division at applicable rate. If an Operator switches modes of equipment more than once in a three year period, on the second or subsequent switches the Operator will be permitted 5 days of training only at the Operator's regular rate of pay. Training required thereafter shall be on the Operator's own time.

Section 16.2 Retraining After Personal Leave

225. If an Operator is granted personal leave for a period of 60 days or more, any retraining required shall be on the Operator's own time.

ARTICLE 17. JOINT LABOR MANAGEMENT, SAFETY AND WORKER COMPENSATION COMMITTEES

Section 17.1 Joint Labor Management Committee

226. The goals of the Joint Labor Management Committee are:

- Discussion of Radios
- Discussion of Break Rooms
- Achieving and maintaining full staffing;
- Ensuring realistic schedules;
- Improving the quality and timeliness of service to the public;
- Improving Operator morale;
- Reducing job-related stress;
- Improving attendance and reducing unscheduled absences;
- Increasing opportunities for Operators to take short periods off to address health, family and other urgent needs;
- Reducing Customer Complaints, accidents and claims;
- Improving employee safety and health;
- Reducing the number and length of workers compensation claims;
- Facilitating ways to improve the resolution of grievances, accidents, and corrective action issues.
- Addressing police security and crime aboard SFMTA equipment;
- Improving communication between Operators, Central Control, Street Supervisors and Dispatchers;
- Ensuring availability of restroom facilities for Operators.

227. SFMTA will provide appropriate staff and funding to assist the JLMC in achieving its goals, subject to the budgetary authority of the SFMTA Board of Directors.

228. Recommendations regarding these issues may be forwarded to the Director of Transportation for implementation consideration in the Director's sole discretion.

229. SFMTA and Local 250A shall jointly select a JLMB Coordinator. The JLMB Coordinator shall provide a weekly report to Management on operator engagements and topics discussed.

Section 17.2 Joint Safety Committee

230. (a) The SFMTA and the Transport Workers Union Local 250A shall establish a joint safety committee hereinafter termed "JSC" composed of an equal number of Transport Workers Union Local 250A and SFMTA representatives. These representatives shall select an independent, neutral committee member who shall be knowledgeable in the field of health and safety who shall serve as chairperson. For accident determination decisions, the independent chairperson shall be selected as set forth in subsection (c), below. Expenses of the independent chairperson shall be shared equally by the Transport Workers Union Local 250A and SFMTA. The JSC shall meet within five days of the call of either party. If one party refuses or fails to meet when a meeting is called, the other party may proceed with the selection of an independent, neutral committee member, who shall serve as chairperson, and the JSC shall commence its activities. The JSC shall consider and propose action on any aspect of SFMTA's operations affecting the health and safety of Operators. If any action proposed by a majority of the members of the JSC is not implemented, the matter shall be referred to the Executive Director/CEO or designee and the President of the Transport Workers Union Local 250A for handling, and if the matter is still not resolved, subject to the budgetary and fiscal provisions of the charter, the committee is authorized to take reasonable steps to publish at SFMTA's expense its findings and proposed action.

231. (b) The JSC will have jurisdiction to review Operator-involved accidents that have been determined to be preventable by a Transit Safety Professional ("TSP") or by the Operator's Division Safety Instructor as set forth in Section 19.9 Collision and/or Incident Procedure, and for which corrective action has been initiated and grieved. The review will take place between steps 2 and 3 of the grievance process and must be based on the standards set forth in Section 19.9 Collision and/or Incident Procedure. The JSC will be provided with all documents and video relevant to the initial determination, including but not limited to witness statements. The JSC may issue a report of its findings and conclusions as to whether the accident was correctly classified as preventable. The report will be admissible, but not binding, in any subsequent grievance or arbitration proceedings related to the accident. The JSC does not have authority to make any findings or recommendations as to the corrective action consequences of the accident.

232. (c) The parties will meet before July 1, 2022, to select one neutral chairperson for JSC accident determinations with expertise in bus transportation and safety, and one with expertise in rail transportation and safety. Each neutral must agree to serve an initial one year term and to be available as required by this Section 17.2. These conditions are subject to mutual modification by the parties. Any such agreed upon modification will be memorialized in writing and signed by authorized representatives of the parties.

Section 17.3 Joint Study Committee on Workers Compensation

233. SFMTA and the Transport Workers Union Local 250A shall establish a committee to review the SFMTA's procedures for handling and resolving workers' compensation claims and make recommendations for their improvement. This committee shall begin meeting upon the request of either party. If the parties mutually agree, this MOU may be reopened during its term for the sole purpose of negotiating over any changes to the workers' compensation system recommended by the committee. Issues negotiated during any such reopener shall not be subject to interest arbitration.

ARTICLE 18. RULES AND POLICIES

234. It is the intent of SFMTA management during the course of this contract to update the rules and policies. The current rules and policies will be reviewed and updated and rewritten as appropriate and shall not modify or violate any terms of this MOU. The proposals will be given to the Transport Workers Union Local 250A and meet and confer sessions shall be held as to all rules that significantly affect terms and conditions of employment.

235. In an emergency, SFMTA management may give immediate effect to a rule or policy if it determines that immediate imposition is necessary for the safety of passengers or Operators or the operational sufficiency of the system. The time period for which the emergency is in force will be indicated on the order announcing the emergency rule or policy. An emergency rule or policy may not remain in force for longer than 30 days unless SFMTA has given notice and opportunity to bargain, and the Transport Workers Union Local 250A has either failed to request bargaining, or the Transport Workers Union Local 250A has refused to participate in negotiations.

ARTICLE 19. CORRECTIVE ACTION

Section 19.1 Standards for Corrective Action

Permanent Operators

236. SFMTA's Executive Director/CEO or designee may corrective action any non-probationary permanent Operator for just cause. In imposing corrective action,

SFMTA shall act in a fair and equitable manner. Corrective action imposed shall be related to the offense committed with due regard for the Operator's employment record.

Probationary Operators

237. The Executive Director/CEO or designee may release or corrective action an Operator during the Operator's probationary period without cause, and such decisions shall not be subject to the grievance procedure in Article 22.

Section 19.2 Right to View Photographs and Video

238. Before SFMTA makes a decision to suspend or terminate an Operator as a result of a Customer Service Complaint, Drivecam video, or other video submitted as part of a Customer Service Complaint, the Division Manager or Assistant Manager shall offer the Operator an opportunity to watch the video or photos provided by the complainant and watch the Drivecam Video. In addition, the parties acknowledge that SFMTA has provided the Transport Workers Union Local 250A with an access number or password to Drivecam video, and the Transport Workers Union Local 250A may watch Drivecam video without waiting for a meeting with the Division Manager or Assistant Manager

Section 19.3 Timelines for Corrective Action and Corrective Action Grievance Arbitration

239. The timelines provided for corrective action and grievances may be extended by mutual agreement of the Transport Workers Union Local 250A and SFMTA, which agreement shall not be unreasonably denied. The reasonableness of any denial by the either the Transport Workers Union Local 250A or SFMTA of a request for an extension of a timeline in Article 19 and Article 22 shall be an issue for determination at arbitration. Any period of time when the Operator is on sick leave, vacation, workers comp leave or is on any other official leave shall be excluded from the calculation of the applicable number of working days after knowledge of the event, conduct, or occurrence.

Section 19.4 Definition of Corrective Action And Progressive Corrective Action

Corrective Action Suspension or Discharge

240. "Corrective Action" shall be defined to include corrective action suspension without pay, or discharge. Changes in assignment and reassignments made for the purpose of improving service or addressing performance problems shall not constitute corrective action and shall not be subject to the grievance procedure in Article 22.

Warnings and Written Reprimands

241. Oral or written warnings, including caution and reinstruction, and written reprimands shall constitute elements of progressive corrective action, but shall not be subject to the grievance procedures in Article 22. If an Operator submits a written rebuttal within thirty (30) working days from the date of the written reprimand or warning to the Office of Human Resources, SFMTA shall attach the Operator's written rebuttal to any written reprimand or warning and shall place both the written reprimand or warning and the rebuttal in the Operator's official personnel file. If any written reprimand, caution and reinstruction, performance evaluation, oral or written warning is submitted in evidence in any corrective action or grievance proceeding, the Operator's rebuttal shall be submitted at the same time, and all issues relating to the written reprimand, caution and reinstruction, performance evaluation, oral or written warning, or the Operator's rebuttal may be argued in that proceeding without regard to the time elapsed since the written reprimand, caution and reinstruction, performance evaluation, oral or written warning or Operator's rebuttal was issued.

Performance Evaluations

242. Performance evaluations shall not constitute corrective action and shall not be subject to the grievance procedure in Article 22. If an Operator submits a written rebuttal within thirty (30) working days from the date of the performance evaluation to the Office of Human Resources, SFMTA shall attach the written rebuttal to the unfavorable performance evaluation and shall place both the performance evaluation and the written rebuttal in the Operator's official personnel file.

Progressive Corrective Action

243. For most offenses, SFMTA will use a system of progressive corrective action under which the Operator will be given increasingly more severe corrective action. A common pattern might include oral warning, written warning, suspension, and finally, discharge for cause.

244. Progressive corrective action need not apply in cases of severe misconduct including but not limited to reporting to work or operating a SFMTA transit vehicle or equipment while under the influence of an alcoholic beverage or any drug, or under the combined influence of an alcoholic beverage and any drug, the unlawful use or possession of a drug or alcoholic beverage, mishandling of funds, vicious conduct, or serious willful abuse of SFMTA equipment.

Section 19.5 Initiation of Corrective Action

245. SFMTA shall initiate corrective action no later than twenty-eight (28) working days after SFMTA has knowledge of the event, conduct, or occurrence on which the corrective action is based. This timeline shall be extended in cases involving any of the following: (1) investigations of multiple employees; (2) law enforcement response

or reports; (3) temporary unavailability of a witness; (4) language barriers; (5) accidents subject to determination by the TSP; (6) EEO matters; (7) investigations conducted by non-SFMTA personnel; (8) any other case in which SFMTA and the Transport Workers Union Local 250- A mutually agree.

Section 19.6 Pre-Corrective Action Due Process Rights

246. Notice Of Proposed Corrective Action Suspension or Discharge

SFMTA shall initiate corrective action by giving the Operator and the Transport Workers Union Local 250A a preliminary written notice of the proposed corrective action suspension or discharge.

247. The written pre-corrective action notice must contain a specific statement of charges or grounds upon which the proposed corrective action is based, the date the proposed corrective action would be effective, the scheduled date for the Pre-Corrective Action Skelly Meeting, which shall be no more than seven (7) working days after SFMTA initiates corrective action as described in Section 19.5. If SFMTA alleges that the Operator violated a rule, policy, regulation, or procedure that has been adopted in writing, the rule, policy, regulation or procedure shall be stated in the notice.

248. SFMTA shall attach to the preliminary written notice the written materials, reports or documentation, including any public complaints with complainant's contact information redacted, upon which the proposed corrective action is based.

249. The notice shall be served on the Operator personally or by certified mail, return receipt requested, at the Operator's address on file with SFMTA.

Pre-Corrective Action Skelly Meeting

250. Prior to corrective action being imposed, the Operator shall have the right to respond either orally or in writing at the scheduled Skelly meeting. The purpose of the meeting shall be to permit the Operator to respond to the charges against the Operator, to offer information regarding the proposed corrective action, and to examine the materials, if any, on which the proposed action is based. Specifically, during the Skelly meeting, the Operator shall have the following rights:

- A notice of the proposed action;
- The reasons for the proposed corrective action;
- A copy of the charges and the materials upon which the action is based; and
- The right to respond, either orally or in writing, to the authority initially bringing charges.

- The right to have a union representative present.

Post Skelly Meeting

251. SFMTA shall consider the Operator's response and notify the Operator of the decision no more than seven (7) working days after the Skelly meeting.

Section 19.7 Implementation of Corrective Action

252. SFMTA shall implement corrective action upon completion of Step 2 of the grievance procedure in Article 22 or, if no grievance is initiated within that time, five (5) working days after the post-Skelly Meeting notice.

253. In cases of an Operator reporting to work or operating a SFMTA transit vehicle or equipment while under the influence of an alcoholic beverage or any drug, or under the combined influence of an alcoholic beverage and any drug, the unlawful use or possession of a drug or alcoholic beverage, mishandling of funds, vicious conduct, or serious willful abuse of SFMTA equipment, the corrective action shall be implemented immediately upon the service of the post-Skelly Meeting notice.

254. Where an Operator is subject to a corrective action suspension, the Operator will have the option to serve the suspension through a temporary reduction in pay. An Operator's pay 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 that in no event shall a reduction in pay have the effect of reducing an Operator's pay below any rate required by law. The reduction in pay option shall apply to any number of days of suspension.

Section 19.8 Customer Service Complaints

255. The Division Manager or Assistant Manager or designee will review customer service complaints and related video and determine which ones warrant further investigation. If the customer service complaint lacks merit, the Division Manager or Assistant Manager shall not conduct any further investigation. Customer service complaints involving prohibited discrimination or access rights shall not be subject to the provisions of this section.

256. The Division Manager or Assistant Manager will meet periodically with the TWU Local 250A Chairperson to review customer service complaints and identify and resolve issues related to such complaints.

257. If the Division Manager or Assistant Manager determines that a customer service complaint may have merit and an investigation is necessary, the Division Manager or Assistant Manager or designee will discuss the customer service complaint with the TWU Local 250A Division Chairperson.

258. Every effort will be made to resolve customer complaints at the Transit Operating Division level.

Section 19.9 Collision and/or Incidents Procedure

259. The procedure described in this Section 19.9 shall apply only to investigations and corrective action based on Operator collisions and/or incidents. For the purpose of this Section 19.9, an incident shall mean "injury to persons or damage to property directly related to the operation of a vehicle, but not caused by a collision."

Investigation of A Collision And/Or Incident

260. In the event an Operator is involved in a collision or incident, SFMTA's Chief Safety Officer shall assign a skilled Transit Safety Professional to investigate. SFMTA's Chief Safety Officer shall assign at least one skilled Transit Safety Professional ("TSP") to each of the following: (a) Motor Coach, (b) Trolley Coach, and (3) Rail. The assigned TSP shall rate each collision and incident as preventable or non-preventable. The TSP's determination as to whether the collision or incident is preventable or non-preventable shall be subject to review under the procedure set forth in Section 17.2.

Definition of Preventable or Non-Preventable

261. SFMTA shall classify the collision or incident as preventable or non- preventable by applying the National Safety Council's Safe Driver Award Program definition in effect on July 1, 2011. The National Safety Council Safe Driver Award Program defines a preventable collision or incident as one that "results in property damage and/or personal injury, regardless of who was injured, what property was damaged, to what extent, or where it occurred, in which the driver in question failed to exercise every reasonable precaution to prevent it."

Definition of Major and Minor Accidents

262. Major accidents include, but are not limited to, collisions and incidents involving fatalities, pedestrians, injuries resulting in transport to a hospital, property damage greater than $15,000, and those involving a violation of traffic laws or SFMTA safety rules.

263. Minor accidents include, but are not limited to, collisions and incidents involving damage to property of $15,000 or less and minor injuries.

Procedure for Minor Accidents

264. 1. The assigned TSP will grade the accident as preventable or non-preventable.

265. 2. If the minor accident is graded preventable, the TSP will review the

Operator's driving record using a rolling twelve (12) month period from the date of the current accident. If the Operator has no other preventable accidents during that period, the current accident will be referred to the Division Manager or Assistant Manager.

266. 3. The Division Manager or Assistant Manager, in the presence of a Chairperson, will review the accident with the Operator. The Division Manager or Assistant Manager may change the original grading based upon information the Operator or the Transport Workers Union Local 250A provides at the review. If the accident is deemed preventable at the conclusion of the review, no corrective action will be attached to that minor accident.

267. 4. If the Operator has no other preventable accident in the twelve (12) month rolling period preceding the current accident, the Division Manager or Assistant Manager will determine whether this review is sufficient to assist the Operator in preventing future accidents.

268. 5. If the Division Manager or Assistant Manager determines that re- training is necessary, the Operator will be sent for retraining. SFMTA will determine the extent and content of the training.

269. 6. The decision of the Division Manager or Assistant Manager for minor accidents not referred for corrective action is not subject to further review.

270. 7. If the Operator has one or more preventable accidents in the twelve (12) month period preceding the current accident, the current accident will be graded by the TSP, who will determine if the accident is preventable or non-preventable.

271. If the TSP determines the accident was preventable, the accident will then be referred to the Chief Safety Officer for review. If the Chief Safety Officer upholds the determination of preventability, the Division Manager or Assistant Manager, in the presence of a Transport Workers Union Local 250A Chair, will review the accident. If the Division Manager or Assistant Manager determines that corrective action is appropriate, the matter will proceed through the corrective action process.

Procedure For Major Accidents

272. 1. For major accidents, the assigned TSP will grade the accident as preventable or non-preventable.

273. 2. If the accident is graded preventable, the Division Manager or Assistant Manager in the presence of a Transport Workers Union Local 250A Chair, will review the accident.

Initiation Of Corrective Action Based On Collision Or Incident

274. If the Division Manager or Assistant Manager determines that corrective action is appropriate, the Division Manager or Assistant Manager shall initiate corrective action by giving the Operator and the Transport Workers Union Local 250A a preliminary written notice of the proposed corrective action suspension or discharge and scheduling a Skelly meeting. The Hearing Officer for the Skelly Meeting shall be a Manager other than the Manager proposing Corrective Action. In the case of a Division with only one Manager, the Hearing Officer shall be from a division other than the division at which the Operator is assigned. If the Operator does not agree with the Skelly Officer's decision, the Operator may appeal the corrective action by filing a corrective action grievance at Step 2 (labor relations) of the grievance procedure in Article 22.

275. As an alternative to dismissal based in whole or in part on a collision or incident, SFMTA's Training Division may, with union approval, reassign the Operator to another mode for which the Operator is qualified.

Section 19.10 Appeals of Suspensions and Corrective Action Discharge Through the Grievance Procedure

276. Permanent employees who have satisfactorily completed the probationary period may grieve suspensions and corrective action discharges using the grievance procedures in Article 22.

Section 19.11 Personnel Files

277. An Operator shall have the right to review any material of a derogatory nature before it is placed in the Operator's personnel file. If the Operator submits a written rebuttal within thirty (30) working days from the date of SFMTA management gives the Operator the material. SFMTA shall attach the Operator's written rebuttal to the derogatory material and have those comments attached to derogatory material in the personnel file.

278. An Operator, or a Transport Workers Union Local 250A representative with the Operator's written authorization, shall have the right to examine and/or to obtain copies of materials in the Operator's personnel file. The Operator shall make an advance appointment with the SFMTA Human Resources office to examine the file.

279. If material of a derogatory nature from any source, including a Customer Service Complaint or any other investigation, is found not to relate to a particular Operator (i.e., involves mistaken identity) the material shall not be placed in or shall be removed from the Operator's personnel file.

280. Only one (1) official personnel file shall be maintained on any represented employee.

The official personnel file shall be located at the SFMTA Human Resources Division.

Section 19.12 Late For Work ("Lateness") and Absence Without Leave ("AWOL")

A. Late For Work

281. If an Operator reports late for duty without approval but does report within forty-five (45) minutes of their-scheduled start time, such late reports will be tracked and recorded on a rolling eight (8) month period with the corrective action procedures up to the following:

i. First violation within an eight (8) month period – caution and reinstruct

ii. Second violation within an eight (8) month period – written warning

iii. Third violation within an eight (8) month period – three (3) day suspension

iv. Fourth violation within an eight (8) month period – five (5) day suspension

v. Fifth violation within an eight (8) month period – ten (10) day suspension

B. Absence Without Leave (AWOL)

282. When an Operator fails to report for duty within forty-five (45) minutes of their scheduled start time and does not receive approval, the absence will be defined as an Absence Without Leave (AWOL) and will be tracked and recorded on a rolling eight (8) month period with the corrective action procedures up to the following:

i. First violation within an eight (8) month period – three (3) day suspension

ii. Second violation within an eight (8) month period – ten (10) day suspension

iii. Third or further violation within an eight (8) month period – termination.

Section 19.13 Loss of Funds

283. Pursuant to Administrative Code Sections 10.25.1 through 10.25.9, no Operator shall

be charged for losses of funds or equipment in the Operator's possession, belonging to the SFMTA, resulting from petty theft, robbery or other crime, as proven by the Operator, or resulting from a situation where it is proven by the Operator that no action of the Operator contributed to the loss.

Section 19.14 Wrongful Suspensions or Discharges

284. If it is finally determined that a suspension or discharge is unwarranted, the Operator shall be reinstated to the Operator's former position without loss of seniority; the Operator shall be paid wages lost as though the Operator had not been suspended or discharged; and no entry shall be made in the Operator's personnel record of such suspension or discharge.

Section 19.15 Notification to Operators

285. Notification to Operators through Certified Mail will be used for:

a. Step 3 Dismissal/Termination Cases (scheduling and decisions)
b. Civil Service Rule 22 Hearing
c. Arbitration

ARTICLE 20. PAY DAYS

Section 20.1 Paychecks

PAPERLESS PAY POLICY

286. The Citywide Paperless Pay Policy applies to all City employees covered under this agreement.

287. Under the policy, all employees have the right to receive a paper statement. All employees shall be able to access their pay advice electronically and print them in a confidential manner. Employees without computer access or who otherwise wish to receive a paper statement shall be able to receive hard copies of their pay advice through their payroll offices upon request, on a one-time or ongoing basis.

288. 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 card.

289. Grievances brought with respect to this section, Paperless Pay Policy, shall be initiated at Step 2 of the grievance procedure. Grievances brought regarding underlying compensation issues will be initiated at Step 1, pursuant to the grievance procedure.

Section 20.2 Correcting Payroll Problems

290. The procedures agreed to between TWU and the SFMTA for other employees represented by TWU for correcting payroll errors shall also apply to transit Operators. The following guidelines will be used to correct the most significant problems first:

291. No Check on Payday for the Pay Period. Highest priority, full payment to be issued as quickly as possible. If the Payroll Division of the Controller's Office is notified and given appropriate documentation from the employee's department payroll before noon on a business day, payment will be issued to the employee by 5 p.m. two banking days later after the paperwork is received. If the Payroll Division of the Controller's Office is notified and given the appropriate documentation from the employee's department payroll after noon on a business day, payment will be issued to the employee by 5pm three banking days after the paperwork is received.

292. Check on Payday is 10% or More Short of Total Due for Pay Period. Second priority, correcting payment to be issued as quickly as possible with the goal of four (4) banking days of report to payroll.

293. Check on Payday is Less Than 10% Short of Total Due for Pay Period. Third priority, correcting payment to be issued as quickly as possible with a goal of within ten (10) banking days of report to payroll.

ARTICLE 21. RETIREMENT SYSTEM PARTICIPATION FOR EMPLOYEE REPRESENTATIVES

294. Employee representatives will be entitled to service credit in the San Francisco Retirement system subject to Charter Section 8A.519.

ARTICLE 22. GRIEVANCE PROCEDURE

295. The following procedures are adopted by the Parties to provide for the orderly and efficient disposition of grievances. These shall be the sole and exclusive procedures for resolving grievances as defined in this Agreement. The provisions of this article up to and including binding arbitration, are in lieu of and supersede the termination appeal procedures in Civil Service Rule 422.

Section 22.1 Definition of A Grievance

296. A grievance shall be defined as any dispute or allegation by an employee, a group of employees or the Transport Workers Union Local 250A involving the interpretation or application of this Agreement, including suspension and corrective action discharge of employees. The employee, group of employees or the Transport Workers Union Local 250A shall be referred to as the "grievant." A grievance does not include the following:

a. All civil service rules excluded pursuant to Charter Section A8.4093.

b. The SFMTA's exercise of management rights.

c. Written reprimands, provided however, that employees shall be entitled to submit a written rebuttal to any written reprimand within thirty (30) days from the date of the reprimand to the Manager of Employee & Labor Relations. The SFMTA will include any timely rebuttal in the employee's official personnel file with the reprimand.

Section 22.2 Time Limits and Extensions

297. The number of working days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

298. The time limits in this grievance procedure may be extended by mutual agreement of the parties. Any such extension must be confirmed in writing. A "working day" shall be defined as any Monday through Friday, excluding legal holidays granted by the City and County of San Francisco and SFMTA.

299. The parties agree that if either party misses a time limit contained in this Section, the grievance shall progress immediately to the next step of the Grievance Procedure.

Section 22.3 Statement Of A Grievance

300. The Union and the SFMTA agree that all grievances, regardless of at which Step initiated, must include the following:

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

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

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

The SFMTA shall return any grievance that does not include the information specified above. The Union may resubmit a grievance adding missing information, and all dates and other provisions shall be triggered off the new submission date. If the Union submits the amended grievance within fourteen (14) calendar days from the date the SFMTA returned the grievance, the SFMTA will not deny the grievance based on timeliness, unless the SFMTA asserts the original grievance was not timely.

301. The Parties may mutually agree that a grievance may be filed at Step 2 of the grievance procedure. Any such agreement must be confirmed in writing.

Section 22.4 Transport Workers Union Local 250A Rights In Individual Employee Filed Grievances

302. When an individual employee grievant is not represented by the Transport Workers Union Local 250A, SFMTA shall send the Transport Workers Union Local 250A a copy of the grievance. In addition, SFMTA shall notify the Transport Workers Union Local 250A about grievance meetings scheduled between the grievant and SFMTA, inform the Transport Workers Union Local 250A about any SFMTA responses to the grievance, and shall allow a Transport Workers Union Local 250A representative to attend all grievance meetings. The Transport Workers Union Local 250A shall have the right to present its views on the grievance, in writing, at all steps of the procedure. Only the Transport Workers Union Local 250A, not individual employee(s) may move a grievance (including a grievance regarding corrective action) to Step 3.

Section 22.5 Procedural Steps In Processing a Grievance

Informal Discussion With Immediate Supervisor

303. Except for corrective action grievances, the grievant shall attempt to resolve grievances by scheduling an informal conference with the grievant' s immediate supervisor, before filing a formal written grievance.

Step 1: Formal Written Grievance (Director of Transit's Designee)

304. Within thirty (30) calendar days of the occurrence of a non-corrective action event alleged to constitute a grievance or within seven (7) calendar days of a final corrective action decision, the grievant shall present a grievance, in writing, to a manager designated by the Director of Transit. A representative of the Transport Workers Union Local 250A shall be permitted to be present when the grievance is presented. If the grievant requests a meeting, the Director of Transit's Designee shall schedule a meeting within the seven (7) calendar days and a representative of the Transport Workers Union Local 250A shall be permitted to be present. The Director of Transit's Designee shall communicate the decision in writing to the grievant and to the Transport Workers Union Local 250A, within fourteen (14) calendar days after receiving the grievance.

305. Step 2: Appeal to Manager, Employee & Labor Relations

At any time within seven (7) calendar days after the Step 1 decision, the grievant or the Transport Workers Union Local 250A may appeal the Step 1 decision, in writing to the Manager, Employee & Labor Relations or designee.

Manager, Employee & Labor Relations or designee shall conduct a meeting on the

grievance within twenty-one (21) calendar days after receipt of the appeal, and the grievant and the Transport Workers Union Local 250A shall be given notice of the meeting and an opportunity to be heard. The Step 2 grievance shall contain a specific description of the basis for the grievance, the resolution desired, and the specific reason(s) for rejecting the lower step response and advancing the grievance to the next step. Within twenty-one (21) calendar days after the meeting, the Manager, Employee & Labor Relations or designee shall file the written decision and deliver a copy of the decision to the grievant and to the Transport Workers Union Local 250A.

Step 3: (Binding Arbitration Level)

306. The Transport Workers Union Local 250A may, at any time within seven (7) calendar days after the mailing of the Step 2 decision, appeal from such decision to an arbitrator by filing written notice of the appeal with the Manager, Employee & Labor Relations or designee and arbitrator. The parties to the binding arbitration are the SFMTA and the Transport Workers Union Local 250A. Only the Transport Workers Union Local 250A, not individual employee(s) may move a grievance (including a grievance regarding corrective action) to Step 3.

307. The arbitrator shall conduct a hearing on the grievance or grievances submitted to the arbitrator within thirty (30) calendar days after receipt by the arbitrator, or such reasonable time as the arbitrator's schedule permits.

308. Operator Rights. During the arbitration hearing, the Operator shall have the following rights:

309. The Operator shall attend any hearing, unless excused by the arbitrator), and shall be entitled to:

a. be represented by counsel or the Transport Workers Union Local 250A at the hearing;

b. testify under oath;

c. compel the attendance of other SFMTA employees to testify in the employee's behalf;

d. cross-examine all witnesses appearing against all SFMTA employees whose actions are in question or who have investigated any of the matters involved in the hearing and whose reports are offered in evidence before the Hearing Officer;

e. impeach any witness;

f. present such evidence as the arbitrator deems pertinent to the inquiry;

g. argue the case.

310. SFMTA shall be entitled to the same privileges.

311. The arbitrator shall have thirty (30) calendar days after the close of the hearing to render a decision.

312. The arbitrator's report shall be in writing, shall contain a factual summary of the grievance or grievances, the evidence, and arbitrator's decision, which shall be final and binding. Notice of the arbitrator's final and binding decision shall be mailed promptly to the Operator and the Transport Workers Union Local 250A.

The arbitrator shall have no power to add to or subtract from the provisions of this Agreement.

313. The Manager, Employee & Labor Relations or designee, and the Transport Workers Union Local 250A shall endeavor to agree upon a panel of five arbitrators to serve for the term of this agreement. Should these parties fail to reach such agreement within thirty (30) calendar days after the execution of this Agreement, then, upon the written request of either party, the State Mediation and Conciliation Service shall send a list of five (5) arbitrators, and the parties shall select from the list by alternately striking arbitrators from the list until one arbitrator remains. The cost of the services of the impartial hearing officer shall be shared equally by the Transport Workers Union Local 250A and SFMTA.

Section 22.6 Expedited Arbitration Procedures

314. By mutual agreement, the parties may agree to submit any grievance to expedited arbitration. If the parties agree to expedited arbitration, the arbitrator shall be selected from the same panel described in Section 22.5.

315. If the parties elect to submit a grievance to expedited arbitration, closing arguments shall be presented orally, unless the parties agree to submit written briefs. The parties agree that the arbitrator shall issue a bench decision and subsequently provide a written decision memorializing the arbitrator's decision provided that the parties, by mutual agreement, may elect to obtain written decision following the parties' submission of written briefs.

316. The arbitrator shall have no power to add to or subtract from the provisions of this Agreement.

317. Nothing contained in this procedure shall be construed to deny to any employee rights under the law or under applicable civil service rules, regulations and practices, or to diminish the powers and duties of the SFMTA Executive Director/CEO or designee, as prescribed in the Charter of the City and County of San Francisco.

318. Responsibility for Costs and Expenses For All Grievances Under This Article

319. Each party shall bear its own expenses, including legal fees and costs, in connection with the grievance procedure, including arbitration. 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.

ARTICLE 23. NO DISCRIMINATION

Section 23.1 Discrimination Prohibited

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

321. A complaint of discrimination, harassment, or retaliation may, at the option of the employee, group of employees, or Union be processed through the grievance and arbitration procedures of this Agreement, or through the applicable Civil Service Rules, the City Administrative Code and federal and state law. Provided, however, if the employee, group of employees, or the Union elects to pursue remedies for discrimination, harassment, or retaliation complaints outside the procedures of the Agreement, it shall constitute a waiver of the right to pursue that complaint through the grievance and arbitration process.

Section 23.2 No Discrimination on Account of Transport Workers Union Local 250A Activity

322. Neither the SFMTA nor the Transport Workers Union Local 250A shall interfere with, intimidate, restrain, coerce or discriminate against any employee because of the exercise of rights granted pursuant to the SFMTA Employee Relations Operating Resolution and the Meyers-Milias-Brown Act.

ARTICLE 24. TRANSPORT WORKERS UNION LOCAL 250A DUES

Section 24.1 Authorization for Payroll Deductions

323. a. The Union shall submit any request to initiate, change, or cancel deductions of Contributions from represented employees' pay according

to the Controller's "Union Deductions Procedure" ("Procedure"), which the Controller may ament from time to time with reasonable notice to the Union. "Contributions" as used in this Article 24 means Union membership dues, initiation fees, political action funds, other contributions, and any special membership assessments, as established and as may be changed from time to time by the Union.

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

325. c. The Procedure is the exclusive method for the Union to request the SFMTA to initiate, change, or cancel deductions for Contributions.

326. d. The SFMTA shall implement new, changed, or cancelled deductions the pay period following the receipt of a request from the Union, but only if the Union submits the request by noon on the last Friday of the pay period. If the Controller's Office receives the request after that time, the SFMTA will implement the changes in two following pay periods.

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

328. f. Except as otherwise provided in this subsection 24.1, each pay period, the SFMTA shall remit Contributions to the Union, after deducting the fee under the San Francisco Administrative Code Section 16.92. In addition, the SFMTA will make available to the Union a database that includes the following information for each represented employee, name; DSW number; classification; department; work location; work, home, and personal cellular telephone number; personal email address if on file with the SFMTA; home address; and any Contributions amount deducted.

329. g. Except as otherwise provided in this subsection 24.1, the SFMTA shall continue to deduct and remit Contributions until it receives notice to change or cancel deductions from the Union in accordance with the Procedure, or it receives an order from a court or administrative body directing the SFMTA to change or cancel the deductions for one or more employees.

330. h. With the exception of subsection (e) above, the Union is responsible for all decisions to initiate, change, and cancel deductions, and for all matters regarding an employee's revocation of an authorization, and the SFMTA shall rely solely on information provided by the Union on such matters. The SFMTA shall direct all employee requests to change or cancel deductions, or to revoke an authorization for deductions, to the Union. The SFMTA shall not resolve disputes between the Union and represented employees about Union membership, the amount of Contributions, deductions, or revoking authorizations for deductions. The SFMTA shall not provide advice to employees about those matters and shall direct employees with questions or concerns about those matters to the Union. The Union shall respond to such employee inquiries within no less than 21 business days.

Section 24.2 Indemnification

331. The Union shall indemnify, hold harmless, and defend the SFMTA against any claim, including but not limited to any civil or administrative action, and any expense and liability of any kind, including but not limited to reasonable attorneys' fees, legal costs, settlements, or judgements, arising from or related to the SFMTA's compliance with this Article 24. The Union shall be responsible for the defense of any claim within this indemnification provision, subject to the following: (i) the SFMTA shall promptly give written notice of any claim to the Union, (ii) the SFMTA shall provide any assistance the Union may reasonably request for the defense of the claim; and (iii) the Union has the right to control the defense or settlement of the claim; provided, however, that the SFMTA shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense; and provided further that the Union may not settle or otherwise resolve any claim or action in a way that obligates the SFMTA in any matter, including but not limited to paying any amounts in settlement, taking or omitting to take any actions, agreeing to any policy change on the part of the SFMTA, or agreeing to any injunctive relief or consent decree being entered against the SFMTA, without the consent of the SFMTA. This duty to indemnify, hold harmless, and defend shall not apply to actions related to compliance with this Article 24 brought by the Union against the SFMTA. This subsection 24.2 shall not apply to any claim against the SFMTA where the SFMTA failed to process a timely, properly completed request to change or cancel a Contributions deduction, as provided in subsection 24.1.

Section 24.3 Transport Workers Union Local 250A Business Leave

Transport Workers Union Local 250A Business Leave for Peer Assistance Program

332. SFMTA shall assign up to two Peer Assistance Operators to the Peer Assistance Program. SFMTA shall pay each of the two Peer Assistance Operators for ten (10) hours per day at straight time. Each Peer Assistance Operator shall work at the Peer Assistance Program.

333. Until completion of the meet and confer program described in Section 26.3, Peer Assistance Operators shall work full-time on the Peer Assistance Program. After completion of the meet and confer described in Section 26.3, if it is determined that a reduction in the staffing level for the Peer Assistance System is appropriate, SFMTA may assign the Peer Assistance Operators to a ten (10) hour run, including operating up to five (5) hours of AM or PM rush trippers. During the remaining five (5) hours per day, the Peer Assistance Operators shall work on the Peer Assistance Program.

Transport Workers Union Local 250A Business Leave for Transport Workers Union Local 250A Chairpersons

334. SFMTA shall assign up to nine Transport Workers Union Local 250A Chairpersons representing Transit Operations Division to an eleven (11) hour run, including operating up to five (5) hours of morning rush trippers. SFMTA shall pay each of the nine Transport Workers Union Local 250A Chairpersons for eleven (11) hours at straight time. Each Transport Workers Union Local 250A Chairperson shall remain available during the day to handle grievances and other Operator related problems that may arise during the course of the day, to attend corrective action hearings and grievance proceedings, to participate in Sign Ups and meetings of the Safety Committee and Joint Labor Management Committee, and to work collaboratively with the Division Manager or Assistant Manager to resolve issues, promote and to build morale among the Operators at that Division. Each Transport Workers Union Local 250A Chairperson shall have the same regular days off as the Division Manager or Assistant Manager. This Section shall apply to only one Transport Workers Union Local 250A Chairperson per Division.

Transport Workers Union Local 250A Business Leave for Officers

335. Beginning the first full pay period after July 1, 2024, the SFMTA will provide 80 hours of paid Union Leave per pay period for up to three (3) Officers, subject to Civil Service Rule 420.33 and the terms and conditions of the July 16, 2021 Side Letter between The Transport Workers' Union, Local 250A (9163) and The San Francisco Municipal Transportation Agency Regarding Paid Employee Organization Officer Leave Arrangement, a copy of which is attached as Appendix D to this Agreement.

Transport Workers Union Local 250A Business Leave for Transport Workers Union Local 250A Recording Secretary

336. Effective July 1, 2024, the Local 250A Recording Secretary shall be released to the Union for Local 250A Executive Board Meetings, monthly membership meetings, and meetings with SFMTA representatives. The Recording Secretary will be included in the list along with Division Chairpersons to be released when requested. The Union will reimburse SFMTA for all costs of this business leave in accordance with Paragraph 2 of the July 16, 2021 side letter regarding Paid Employee Organization Officer Leave Arrangement, attached as Appendix D to this Agreement.

ARTICLE 25. SICK LEAVE PROCEDURE

Section 25.1 Sick Leave

337. SFMTA shall grant, accumulate, administer, and enforce sick leave in accordance with Rule 420, Articles II and III of the Civil Service Rules. These rules shall not be subject to review in arbitration, except to the extent that they are used as a basis for corrective action.

Section 25.2 Physical Exam

338. SFMTA may require an Operator to pass a return to work fitness for duty exam. For physical examinations, SFMTA may require the Operator to pass a functional capacity exam, and the job description or essential function job analysis for the Operator position will establish the standard for the functional capacity exam. In addition, SFMTA reserves its right under law to require a Operator to successfully pass a fitness for duty exam demonstrating that the Operator can perform the essential functions of the Operator's position with or without reasonable accommodation.

Section 25.3 Returning from Sick Leave

339. On returning from sick leave after an absence of more than five (5) working days, an Operator must have a statement from the Operator's doctor stating:

a. Date and time of treatment;

b. Duration of illness;

c. Date cleared to return to work, and that the Operator is capable of performing the Operator's regular duties.

Section 25.4 Notification on Returning from Sick Leave

340. Any Operator who notifies the Operator's Division no later than 12:30 p.m. on one day

of the Operator's intent to return to work the following day shall be given the Operator's regular run on that day. If the Operator fails to notify the Division of the Operator's intent to return by 12:30 p.m. the prior day but reports to work no later than 7:30 a.m. on the day of the Operator's return, the Operator shall be placed on the report list for that day and shall be assigned work by the Dispatcher.

ARTICLE 26. ALCOHOL AND DRUG REHABILITATION EMPLOYEE ASSISTANCE PROGRAM

Section 26.1 Employee Assistance Program

341. FOR INFORMATIONAL PURPOSES ONLY: Unit members are eligible to participate in the City-wide Employee Assistance Program made available by the Health Service System.

Section 26.2 Confidentiality

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

Section 26.3 Continuation of Peer Assistance System

343. No later than September 1, 2011, the parties agree to meet and confer with all affected Unions about whether or not to reduce the staffing level for the Peer Assistance System described in this Article.

344. SFMTA offers the Operators the following Employee Assistance program for the term of the Agreement:

Section 26.4 Overview of EAP Program

345. 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.

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

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

348. EAP's provide training and consultation services to management and Transport Workers Union Local 250A leadership regarding assisting troubled employees.

349. 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:

350. Motivating employees to help;

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

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

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

354. Providing crisis intervention services;

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

356. Acting as an education and training resource.

357. 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.

358. 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 corrective action issue.

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

360. Maintain toll-free telephone access for referrals and respond to calls in no more than sixty (60) seconds.

361. Provide Transport Workers Union Local 250A/management consultation relative to the development and integration of organizational policies and procedures necessary for effective Employee Assistance Program implementation.

362. Orient employees regarding the purpose, scope, nature and use of the Employee Assistance Program.

363. Train Transport Workers Union Local 250A (including Division Chairpersons and any other Transport Workers Union Local 250A officials), supervisory and management staff to develop the knowledge and skills necessary to effectively utilize the program in the performance of their responsibilities.

364. 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.

365. 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.

366. Provide referral services to professional community resources for treatment and/or assistance, as may be appropriate.

367. Provide continuing liaison and contact, when appropriate, between the employee, treatment agent or agency, and Employer to determine case status.

368. Provide monthly statistical evaluation of program activity, and other reports, as needed.

369. 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.

370. Assess all employees involved in Critical Incidents (e.g., on the job assaults, threats and/or accidents) that occur while on duty.

371. Provide up to three (3) counseling visits per employee involved in a Critical Incident.

372. Develop Critical Incident Program Policies and Procedures.

373. Provide Critical Incident Case management, including:

(a) Determination regarding an employee's ability to perform duties, including coordination with management and Transport Workers Union Local 250A 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.

Section 26.5 Organization

1. The Joint Labor-Management Committee:

374. 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 SFMTA.

375. If MUNI 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, MUNI 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.

376. The Committee shall elect from its ranks a Chairperson and a Co-Chair, one of whom shall be a MUNI 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 MUNI 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 Executive Director/CEO or designee shall provide staff support to the Committee as appropriate.

377. A quorum for the transaction of business by the Committee shall consist of three (3) Transport Workers Union Local 250A Committee members and a majority of MUNI appointed Committee members.

378. b. Functions: To receive and review information regarding the Substance Abuse and Peer Assistance Programs.

379. 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 MUNI may elect to combine the joint labor-management committee established here and in the Local 250A Agreement.

2. Substance Abuse Program:

380. The Executive Director/CEO or designee will manage all aspects of the FTA-mandated Substance Abuse Program. The Executive Director/CEO 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:

381. The SFMTA and the Unions have concluded that it is in the best interests of all concerned to establish a uniform EAP Program for all employees. On this basis, the

parties agree that the SFMTA Improvement Fund shall engage an outside contractor to provide these services.

4. The Peer Assistance System:

a. Structure:

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

b. Peer Assistance Oversight Committee:

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

c. MIF Liaison:

384. The MIF Liaison shall be an individual designated by the Executive Director/CEO or designee to serve as SFMTA's emissary in matters such as labor relations and administrative issues.

d. Qualifications:

385. 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

386. 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

387. A SFMTA employee who has had experience with family members' substance abuse and who has participated in a self-help group for co-dependency

AND

388. A SFMTA employee who is respected by their peers, the Transport Workers Union Local 250A, and the management

AND

389. A SFMTA employee who is committed to the goals of the Peer Assistance Program

e. Duties:

390. Assist employees in accessing the Voluntary Substance Abuse Program and EAP.

391. Provide on-going support and case management for clients in the Voluntary Substance Abuse Program.

392. Abide by state and federal confidentiality laws.

393. Publicize the EAP verbally and through distribution of literature.

394. Provide employees with information regarding the EAP and Voluntary Substance Abuse programs and create a forum for employees to discuss their concerns.

395. Assist in publication of Voluntary Substance Abuse Program newsletter.

396. Seek out opportunities to participate in training programs to further develop knowledge and skills.

397. Develop and implement new ideas to increase utilization and maximize the effectiveness of the EAP and Voluntary Substance Abuse Programs.

398. Develop and maintain a professional environment in which to interact with clients.

399. Develop a group of volunteers in the divisions to support the goals of the EAP and Voluntary Substance Abuse Programs.

400. Assist in education and training sessions for new and existing employees. Keep accurate records of client contacts and promotional activities.

f. Staffing:

401. 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 (3) full-time Peer Assistants reporting to the outside contractor.

g. Volunteer Peer Assistants:

402. 1. Up to eight (8) Volunteer Peer Assistants.

403. 2. Assist peer assistants upon request during their off- duty time.

404. 3. They shall participate in designated training.

405. 4. Their activities shall be within the limits of their training.

406. 5. Volunteer peer assistants will receive no compensation for their services.

h. Functions

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

i. Civil Service Commission Approval:

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

Section 26.6 Pay Status During Voluntary Self-Referral Treatment

(Voluntary Substance Abuse Program)

409. 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 the employee 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.

410. In the case of the up to two voluntary, employee-initiated referrals, SFMTA 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.

Section 26.7 Non-Paid Status During Treatment After Positive Test

411. After receiving a positive drug or alcohol test result, an employee who is not terminated, and who participation in the EAP will be in a non-pay status during any absence for evaluation or treatment, while participating in a rehabilitation program.

Section 26.8 Education and Training

412. 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.

413. 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.

Section 26.9 Special Provisions

414. Any proposed corrective action resulting from the FTA Drug and alcohol testing program shall be in accordance with the SFMTA Substance Abuse Policy And Procedures Handbook (June 2010). The SFMTA recognizes the rights of employees and/or the Transport Workers Union Local 250A, to challenge such corrective action pursuant to Article 19 and 22. The Executive Director/CEO or designee 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 corrective action.

415. If there is any conflict between this Article and the SFMTA Substance Abuse Policy And Procedures Handbook, the SFMTA Policy and Procedures shall prevail. SFMTA shall not make any changes to the Handbook on matters that are mandatory subjects of bargaining without first providing the Transport Workers Union Local 250A with notice and an opportunity to bargain and completing any required bargaining process.

Section 26.10 Drug and Alcohol Testing for Safety Sensitive Employees

416. No later than October 1, 2019, the parties will initiate discussions on drug and alcohol testing for safety sensitive employees covered by this Agreement.

CONSEQUENCES OF POSITIVE DRUG/ALCOHOL TESTS

Testing Types	Test for	Assumption of Results	Employee Status Waiting for Results	1st Positive	2nd Positive Within 5 Years
Pre-Employment	Drug	N/A	N/A	Not hired, may not reapply.	Not hired, may not reapply.
Random	Drug	Assumed Negative	On Duty	• Removed from Duty[1] No pay[2], • Referred to SAP, • SAP Recommendation for Treatment, • Return to Duty Test[3], • Follow-Up Testing, • Subject to Corrective Action.	Will be Subject to Termination Except Where Substantial Mitigating Circumstances Warrant.
Random	Alcohol > or = .04	Positive	Immediate Results	• Removed from Duty[1] No pay[2], • Referred to SAP, • SAP Recommendation for Treatment, • Return to Duty Test[3], • Follow-Up Testing, • Subject to Corrective Action.	Will be Subject to Termination Except Where Substantial Mitigating Circumstances Warrant.
Post Accident	Drug or Alcohol	Assumed Negative	On Duty	• Removed from Duty[1] No pay, • Referred to SAP, • SAP Recommendation for Treatment, • Return to Duty Test[3], • Follow-Up Testing, • Subject to Corrective Action.[4]	Will be Subject to Termination Except Where Substantial Mitigating Circumstances Warrant.

1 Any employee who is subsequently determined to be the subject of a false positive or under reasonable suspicion tests negative shall be made whole for any wages and benefits lost.
2 Employee may use accumulated sick/vacation pay for rehabilitation program.
3 Employee may not return to work until SAP certifies them capable of returning to their safety-sensitive job.
4 Corrective action to be a 30-day suspension except that a first positive relating to an incident resulting in death, serious bodily injury or substantial destruction or property may warrant corrective action up to and including discharge.

Testing Types	Test for	Assumption of Results	Employee Status Waiting for Results	1st Positive	2nd Positive Within 5 Years
Reasonable Suspicion	Drug or Alcohol	Assumed Positive	Off Duty Until Results Received	• Removed from Duty[1] No pay, • Referred to SAP, • Return to Duty Test[3], • Follow-Up Testing, • Subject to Corrective Action.[4]	Will be Subject to Termination Except Where Substantial Mitigating Circumstances Warrant.
Return-to-Duty	Drug or Alcohol	Assumed Negative	Off Duty Until Results Received	N/A	Will be Subject to Termination Except Where Substantial Mitigating Circumstances Warrant.
Follow-Up Testing Minimum 6 in 1 year up to 60 months, determined by SAP	Drug or Alcohol	Assumed Negative	On Duty	N/A	Will be Subject to Termination Except Where Substantial Mitigating Circumstances Warrant.

Issues	Test for	1st Occurrence	2nd Occurrence within 5 years
Refusal to Test	Drug or Alcohol	• Removed from Duty[1] No pay. • Referred to SAP for treatment recommendation. • Return to duty and follow-up testing. • Will be subject to termination except where substantial mitigating circumstances warrant.	Will be Subject to Termination Except Where Substantial Mitigating Circumstances Warrant.
Failure to Comply with Treatment Program or Return to Work Agreement	Drug or Alcohol	• Off work[1], no pay. • Referred to SAP for treatment recommendation. • Return to duty and follow-up testing. • Will be subject to termination except where substantial mitigating circumstances warrant.	Will be Subject to Termination Except Where Substantial Mitigating Circumstances Warrant.
Alteration of Specimen	Drug or Alcohol	Will be subject to termination except where substantial mitigating circumstances warrant[1].	Termination

ARTICLE 27. MISCELLANEOUS WORKING CONDITIONS

Section 27.1 Restroom Facilities

417. SFMTA shall provide suitable restroom facilities in a clean and sanitary condition and Operators may use the restroom facilities when necessary. SFMTA will attempt to provide usable restroom facilities as near as possible to the end of the line. SFMTA shall post lists on a quarterly basis giving the locations of restroom facilities. SFMTA shall designate a person to ensure that restroom facilities are kept clean and maintained. Such person shall consider information provided by the Transport Workers Union Local 250A about the need and availability of restroom facilities on each line.

Section 27.2 Transportation Passes

418. Management agrees that it will respect the transportation pass of Operators employed by other Bay Area public transit systems for passage on MUNI vehicles when mutual recognition of the transit passes is agreed to by MUNI, BART, AC Transit, Santa Clara Transit, SamTrans and Golden Gate Bridge, Highway and Transportation District. The SFMTA Executive Director/CEO designee agrees to use best efforts to obtain agreement by the other systems of such mutual recognition.

Section 27.3 Radios

419. SFMTA agrees that on a priority basis all moving equipment shall be equipped with radios as soon as possible. All equipment in use shall be equipped with operable radios. No Operator shall be required to operate equipment not so equipped.

Section 27.4 Break Rooms

420. All Division break rooms will be provided with lounge facilities and separate, safe, functional, adequately maintained, and clean restrooms for male and female Operators, and facilities providing food and snacks for Operators. The SFMTA shall provide clean and working lockers for all employees, and lactation rooms or locations.

Section 27.5 Vending Machines

421. Whenever feasible, SFMTA agrees to arrange for the installation of vending machines in Division break rooms. The net proceeds from the operation and sales from the vending machines shall be used only for the provision of facilities and the maintenance of facilities for the use of SFMTA Operators in break rooms and similar places as approved by the Transport Workers Union Local 250A and the Executive Director/CEO designee. Within one hundred twenty (120) days of the effective date of this agreement, the parties shall meet and confer over a process for accounting and allocation of the proceeds from the vending machines.

Section 27.6 AVL/AVM System

422. It is the intent of the parties that the Introduction and implementation of the AVL/AVM system is to provide the capability for better scheduling and immediate assistance and response to emergencies occurring in the field. Any use of the AVL/AVM system for corrective action purposes will be subject to meeting and conferring between the Transport Workers Union Local 250A and SFMTA Management. Prior to the implementation of the AVL/AVM system, the Transport Workers Union Local 250A and SFMTA Management shall meet and confer on any working condition or work rule changes resulting from the introduction of the system.

Section 27.7 Transitional Work Program

423. The procedure set forth below shall constitute SFMTA's Transitional Work Program (TWP); jointly established by SFMTA and the Transport Workers' Union, Local 250A:

424. A number of active 9163 positions will be set aside by the SFMTA Executive/CEO or designee and shall be designated transitional work

425. Any employee who is medically certified and qualified for any one of the designated positions must be able to perform the job or be trained to perform the job within five (5) days or less.

426. Employees will be assigned to these positions on a first come, first-serve basis. If two or more requests are made on the same date, seniority shall prevail.

427. Preference shall be given to:

    a. Employees returning from industrial injury and released for transitional work;

    b. Medical reasons;

    c. Transport Workers Union Local 250A request.

428. Once all designated positions are filled, a waiting list will be kept in the Offices of the Executive Director/CEO or designee. The list will be maintained in receipt order.

429. Exceptions to the above are by approval of the SFMTA Executive Director/CEO or designee only.

430. The positions that will be designated Light duty shall be at the discretion of the SFMTA Executive Director/CEO or designee.

ARTICLE 28. NO STRIKE CLAUSE

431. Strikes, slowdowns or work stoppages are prohibited during the term of this MOU. The SFMTA agrees not to conduct a lockout against any of the employees covered by this MOU during the term of this MOU.

ARTICLE 29. ADA (AMERICANS WITH DISABILITIES ACT)

432. The parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of Federal, State and local disability anti-discrimination statutes and the Fair Employment and Housing Act. The parties further agree that this Agreement shall be interpreted, administered and applied so as to respect the legal rights of the parties. The SFMTA reserves the right to take any action necessary to comply therewith.

433. A reasonable accommodation decision is appealable through the applicable Civil Service Rules, the City Administrative Code and federal and state law. It is understood that this paragraph shall not foreclose nor prejudice the election by an affected employee of any administrative or statutory remedy provided by law.

434. The SFMTA agrees to provide notice to the Transport Workers Union Local 250A prior to taking an action required by the provisions of the ADA that is in conflict with the provisions of this MOU, and, to meet and confer with the Transport Workers Union Local 250A on request.

ARTICLE 30. DURATION

435. This Agreement shall be in effect for a three-year period from July 1, 2024, to and including June 30, 20~~27~~**31**.

ARTICLE 31. SAVINGS CLAUSE

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

SIGNATURE PAGE

As Amended, Effective ~~July 1, 2024~~**November 17, 2026**

FOR THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

~~Jeffrey P. Tumlin~~**Julie Kirschbaum**
Director of Transportation

Kimberly W. Ackerman
Chief People Officer

APPROVED AS TO FORM:
DAVID CHIU, CITY ATTORNEY

~~Jonathan C. Rolnick~~**Cecilia Mangoba**
Chief Labor Attorney

FOR THE UNION

~~Anthony Ballester~~**Pete Wilson**
President, TWU Local 250A

~~Pete Wilson~~**Diana Moreira**
Executive Vice President, TWU 250A

~~Michael Dennis~~**Loble Lau**
Secretary Treasurer, TWU Local 250A

~~Rowen Wu~~**Gavin Chan**
Recording Secretary, TWU Local 250A

FOR THE UNION

Kevin Davis
Chairperson Cable Car

Eva Chau
Chairperson Flynn

~~Lan Lau~~**Minh Lu**
Chairperson Green

Ken Lau
Chairperson Islais Creek

Zhuo Ma
Chairperson Kirkland

Robert Gainer
Chairperson Potrero

Terrence Hall
Chairperson Presidio

~~Karl Cato~~**Jose Batton**
Chairperson Woods

~~Minh Lu~~**Lavelle Shaw Sr.**
Chairperson MME

APPENDIX A - PRIVATIZATION

August 1, 1986 - PRIVATIZATION

This section acknowledges the Public Utilities Commission policy regarding privatization of Municipal Railway transit service adopted in Resolution 86-0103 March 25, 1986, is as follows:

The Public Utilities Commission reaffirms its commitment to maintain the most cost effective means of providing transportation and transportation related services, specifically to include fair and adequate consideration of the private enterprise providers' role therein.

The Public Utilities Commission continues the policy of seeking and considering the widest possible range of public input and comment, especially from private sector providers, in the planning and decision making process.

In furtherance of these goals, the Public Utilities Commission hereby directs the staff to:

a. Further develop a model of the "full costs" of transportation and transportation related services now being provided by the Municipal Railway in order to provide an improved method of making valid cost comparisons between the costs of Municipal Railway provided services and the costs of providing these services through private sector providers who have the capability of doing so.

b. Review the process of soliciting private sector input into the planning and decision making of the Public Utilities Commission with respect to the Municipal Railway and to eliminate any constraints to such input as may exist.

c. Establish, with the approval of the commission, a fair and effective means of resolving the complaints of any private sector provider who believes that private sector opportunities to reduce cost while maintaining service levels and fare structures have not been fairly or adequately considered by the Public Utilities Commission or staff.

The Commission has at various times executed 13 (c) agreements in connection with UMTA grants. The Commission will adhere to the terms of such agreements, including terms relating to the rights of employees and their Transport Workers Union Local 250A, which may be involved in the process of considering the privatization of Municipal Railway transit service. Local 250A will be informed whenever an issue involving 13 (c) agreements of which it is a party is under active review.

APPENDIX B - POTRERO UPPER YARD PARKING

The following parking spaces at the Potrero Upper Yard shall be reserved as indicated, at the parking rates set by SFMTA.

January 20, 1994 - POTRERO UPPER YARD PARKING

1. Transport Workers Union Local 250A
2. Transport Workers Union Local 250A
3. Transport Workers Union Local 250A
4. - 30 Open “first come first served”

APPENDIX C – Base Hourly Wage Rates

Effective Date	Percent Increase & Type	Base Hourly Rate (Top Step)
July 1, 2024	1.5% Base Wage Increase and 1% Additional Wage Increase	$45.46250
January 4, 2025	1.5% Base Wage Increase	$46.15000
COB June 30, 2025 July 1, 2025	1% Base Wage Increase 1% Base Wage Increase and 1% Additional Wage Increase	$47.53750
January 3, 2026	1.5% Base Wage Increase	$48.25000
COB June 30, 2026	2% Base Wage Increase	$49.21250
January 2, 2027	2% Base Wage Increase	$50.20000
COB June 30, 2027	2.5% Base Wage Increase	$51.45000
January 1, 2028	**1% Base Wage Increase**	**TBD**
July 1, 2028	**2% Base Wage Increase**	**TBD**
December 30, 2028	**1% Base Wage Increase**	**TBD**
July 1, 2029	**2% Base Wage Increase**	**TBD**

Effective Date	Percent Increase & Type	Base Hourly Rate (Top Step)
December 29, 2029	**1% Base Wage Increase**	**TBD**
July 1, 2030	**2% Base Wage Increase**	**TBD**
December 28, 2030	**1% Base Wage Increase**	**TBD**
April 5, 2031	**2% Base Wage Increase**	**TBD**

APPENDIX D – SIDE LETTER

BETWEEN

THE TRANSPORT WORKERS' UNION, LOCAL 250A (9163) AND

THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

REGARDING PAID EMPLOYEE ORGANIZATION OFFICER LEAVE ARRANGEMENT

WHEREAS, currently under Civil Service Commission Rule 420.33, the San Francisco Municipal Transportation Agency ("SFMTA") provides full-time unpaid employee organization officer leave ("Union Leave") to SFMTA employees who are serving on a full-time basis as Union officers ("Officers") for the Transport Workers' Union, Local 250-A (9163) ("Union"), so those Officers can represent SFMTA employees in the Union's bargaining units and otherwise perform Union duties.

WHEREAS, the Union and SFMTA wish to restructure this arrangement, so the SFMTA places the Officers on full-time paid Union Leave, and the Union reimburses the SFMTA for the complete cost of the salaries and benefits of these Officers. This paid full-time Union Leave arrangement will allow the Officers to fund employee health and retirement benefits on a pretax basis through the payroll system, at no additional cost to the SFMTA.

THEREFORE, the Union and SFMTA agree to the following terms:

1. Beginning the start of the first full pay period after July 9, 2021, the SFMTA will provide 80 hours of paid Union Leave per pay period for up to three (3) Officers, subject to the terms and conditions of this Sideletter.

2. In exchange for the SFMTA's agreement in paragraph (1), the Union will reimburse the SFMTA for (a) the base salary plus any assignment/status based premiums (e.g., night shift, longevity pay) of each Officer on full-time paid Union Leave, plus an additional 35% roll-up to cover fringe benefit costs (for a total reimbursement of 1.35 times the base hourly rate of the Officer multiplied by 80 hours per pay period), and (b) the actual employer costs for health benefits for each Officers (and any dependents). The SFMTA will bill the Union on a quarterly basis, and will issue the first invoice after the third quarter of 2021. Invoices shall include employee name, pay rate and total cost for the billing period. The Union shall pay the invoice within 30 calendar days of receipt of the invoice.

   The SFMTA shall send invoices to:

   Transport Workers' Union, Local 250-A (9163)
   Attn: Michael Dennis, Secretary Treasurer
   1508 Fillmore Street, Suite 211
   San Francisco, CA 94115
   Email: MDennis@twusf.org
   Phone: 415.420.8395

   The Union shall submit payments to:

   SFMTA Accounts Payable
   1 South Van Ness Ave, 8th Floor
   San Francisco, CA 94103
   Electronic submission of invoices only may be sent via email to invoices@sfmta.com.

If the Union does not timely pay invoices, the SFMTA shall provide notice of the non-payment, and Union shall promptly provide the payment. Continued failure to pay the invoice after notice from the SFMTA provides a basis for the SFMTA to end the paid Union Leave arrangement under this Sideletter, with two (2) weeks' written notice to Union.

3. By no later than July 15, 2021, the Union shall provide the SFMTA with a list of Officers identified for full-time paid Union Leave. The Union shall update the list whenever there is a change in Officers, and may otherwise update the list in the Union's discretion, subject to the overall limit on the number of Officers for this paid Union Leave arrangement as specified in Paragraph (1). The Union must provide 30 calendar days' notice to the SFMTA to process any changes to the list of Officers identified for paid Union Leave. The Union agrees that the start and end date for paid Union Leave for any Officer will coincide with the start and end date of a SFMTA pay period.

4. While on paid Union Leave, each Officer must use accrued time off balances for any absences, as appropriate, e.g., sick leave with pay or vacation. The Officer shall report the use of accrued leave, sick leave, or vacation to the SFMTA Transit Division. The SFMTA and Union shall ensure that each Officer knows the staff member to whom the Officer shall report the use of time off. The SFMTA shall review each Officer's use of accrued time off balances to evaluate usage compared to other SFMTA employees in the Officer's bargaining unit.

5. While on paid Union Leave, each Officer must comply with all applicable SFMTA rules and policies for active employees in the bargaining unit, including attending training, maintaining required certifications and licenses, and complying with the SFMTA's substance abuse policy and Statement of Incompatible Activities.

6. Officers on paid Union Leave shall not be eligible for overtime assignments during the period of paid Union Leave, but shall continue to receive general wage increases and step increases. Officers assuming responsibilities for union business during this paid leave are working at the sole direction of the Union and are not performing any duties under the direction of the SFMTA. If an Officer becomes ill or injured while on paid Union Leave, the Officer is not eligible for workers' compensation benefits because they are not performing work required or requested by the SFMTA.

7. The Union agrees to indemnify and hold the SFMTA harmless from any claims by any party as to the acts and omissions of the Officers on paid Union Leave, as follows:

   a. The Union shall indemnify and save harmless the City and County of San Francisco ("City"), including the SFMTA, and City's current and former officers, agents and employees (collectively, "Indemnitees") and, if requested by the City, shall defend Indemnitees against any and all loss, cost, damage, injury, liability and claims thereof, arising directly or indirectly out of or relating to the conduct, acts and omissions of the Officers while on paid Union Leave, including but not limited to the Officers' use of facilities or equipment provided by the City, SFMTA, or others. The foregoing indemnity shall include reasonable fees of attorneys, consultants and experts, and costs, including such fees and costs incurred by the City and SFMTA in investigating and defending any claims against Indemnitees.

   b. The indemnity provided by this Agreement applies regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed, on any Indemnitee, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement.

c. If the City/SFMTA tenders defense of any claim to the Union, the Union has an immediate and independent obligation to defend Indemnitees from any claim that actually or potentially falls within this Paragraph 8, even if the allegations are or may be groundless, false or fraudulent. This obligation arises at the time the City/SFMTA tenders the claim to the Union and continues at all times thereafter.

8. Unless otherwise indicated elsewhere in this Agreement, the parties shall send all notices and other written communications by U.S. mail and e-mail, addresses as follows:

To SFMTA:

SFMTA, Employee & Labor Relations
Attn: JP Zeigler, Employee & Labor Relations Manager
1 South Van Ness Ave, 6th Floor
San Francisco, CA 94103
Email: JP.Zeigler@SFMTA.com
Phone: 415.265.0221

To Union:

Transport Workers' Union, Local 250-A (9163)
Attn: Michael Dennis, Secretary Treasurer
1508 Fillmore Street, Suite 211
San Francisco, CA 94115
Email: MDennis@twusf.org
Phone: 415.420.8395

9. If either party believes there has been a breach of any term of this Sideletter, that party shall provide written notice to the other party and the parties shall meet and confer in good faith in an effort to resolve the dispute. This Sideletter is not subject to the grievance procedure of the MOU. Either party may terminate this Sideletter with 30 days written notice.

10. This Sideletter does not alter or affect the rights or obligations of the parties related to release time under the Memorandum of Understanding ("MOU") between the Union and SFMTA. The parties agree to incorporate the terms in this Sideletter in the next amended or successor MOU.

For the San Francisco Municipal Transportation Agency

July 16, 2021
JEFFREY P. TUMLIN — Date
Director of Transportation
Approved as to Form

For the Transport Workers' Union, Local 250-A (9163)

Roger Marenco — July 16, 2021
ROGER MARENCO — Date
President

Jennifer S. Stoughton — July 16, 2021
JENNIFER S. STOUGHTON — Date
Deputy City Attorney

APPENDIX E – 2024 PEC AGREEMENT

TWU Local 250A

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.

Robben Executive Vice President

Najeeb N. Khoury

3/26/24

Ardis Graham, ERD Director

3/26/24

Carol Isen, DHR Director

K.C.

APPENDIX F – SIDELETTER RE PERB CASE NO. SF-CE-1932-M

1. On June 10, 2024, TWU Local 250A shall submit a letter to the PERB Appeals Assistant asking to place PERB Unfair Practice Case No. SF-CE-1932-M in abeyance.
    a. TWU Local 250A will indicate this is a joint request and the purpose is to allow time to engage in further settlement discussions.
    b. The letter will also jointly request that the PERB Board refer the matter back to the PERB Administrative Law Judge Division or the PERB Office of General Counsel to hold a further Informal Conference.
    c. The parties agree to participate in the further Informal Conference no later than November 1, 2024.
2. The remedy that will be issued, if any, in PERB Unfair Practice Case No. SF-CE-1932-M is uncertain. The parties agree to the following relating to a monetary remedy, if any:
    a. TWU Local 250A agrees that in no event shall San Francisco Municipal Transportation Agency be obligated to pay to employees (or former employees) a monetary remedy earlier than July 1, 2027.
    b. TWU Local 250A further agrees that interest on a backpay remedy, if any, shall toll from July 1, 2024 up through and including July 1, 2027.

APPENDIX G – SIDELETTER RE ADDITIONS TO THE JOINT LABOR MANAGEMENT COMMITTEE PROVISION IN SECTION 17.1

The Union's full executive board will be invited to attend each meeting. The JLMB meetings will be held in person to the extent practicable. The length of the meetings shall be up to two hours.

For the fiscal year 2024-2025, the JLMB shall have standing agenda items on the following issues:

(a) parking, for which discussions will be division-focused and will be attended by the Streets Director or designee.

(b) impacts of the headway system.

In addition, the parties agree to discuss within fiscal year 2024-2025 the issues of a proposed modal extra board and ways to ensure prompt handling of disciplinary appeals.

This sideletter will expire on June 30, 2027.

APPENDIX H – INCONVENIENCE PAY

Effective June 19, 2027, both the General inconvenience pay and Green/MME inconvenience pay will be paid to Operators in the following circumstances:

a. General inconvenience pay will be paid to an operator that must pull-out from or pull-in to a foreign Division. The amount of general inconvenience pay will be determined by the operator's "from" division and "to" division according to the below table, paid at the straight time rate. Floating extra board Operators are not eligible for General Inconvenience Pay.

	Presidio	Potrero	Islais Creek	Woods	Kirkland	Flynn
Flynn	1 hour	30 min	30 min	30 min	1 hour	-
Kirkland	30 min	1 hour	1 hour	1 hour	-	1 hour
Woods	1 hour	30 min	30 min	-	1 hour	30 min
Islais Creek	1 hour	30 min	-	30 min	1 hour	30 min
Potrero	1 hour	-	30 min	30 min	1 hour	30 min
Presidio	-	1 hour	1 hour	1 hour	30 min	1 hour
Green/MME	1 hour	30 min	30 min	30 min	1 hour	30 min
Cable Car	30 min	1 hour	1 hour	1 hour	30 min	1 hour

b. Green/MME inconvenience pay is applicable only to rail operators at Green/MME Division and will be paid to an operator whose run falls into one of the following categories:
    i. All runs that start at MME and end at Green or at any other relief point (not including 3rd/Marin)
    ii. All runs that start at Green and end at MME
    iii. All runs that start at Green and end 3rd/Marin
    iv. All runs that start at 3rd/Marin and end at Green or any other relief point

Green/MME inconvenience pay will be paid in an amount equivalent to one (1) hour of straight time rate.

APPENDIX I – CONTRACT EXTENSION, LETTER OF AGREEMENT

SFMTA NEGOTIATIONS 2027

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

Transport Workers Union, Local 250A, Transit Operators (9163) - Service Critical

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

This Letter of Agreement shall be attached to the MOU.

WAGES

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

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

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

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

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

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

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

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

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

NO LAY OFFS THROUGH JUNE 30, 2029

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

2024 – 2027 MOUs PROVISIONS SET TO SUNSET

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

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

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

TERM

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

FOR THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

10/15/26

Julie Kirschbaum — Date
Director of Transportation

FOR THE UNION

10/15/26

President, TWU Local 250A — Date

Executive Vice President, TWU 250A — Date

Secretary Treasurer, TWU Local 250A — Date

Recording Secretary, TWU Local 250A — Date

APPROVED AS TO FORM:

10/19/26

Cecilia Mangoba — Date
Chief Labor Attorney

FOR THE UNION

Chairperson Cable Car Date

Chairperson Flynn Date

Chairperson Green Date

Chairperson Islais Creek Date

Chairperson Kirkland Date

Chairperson Potrero Date

Chairperson Presidio Date

Chairperson Woods Date

Chairperson MME Date

APPENDIX J – SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND TRANSPORT WORKERS' UNION LOCAL 250A (9163 – TRANSIT OPERATORS) LABOR MANAGEMENT COMMITTEE LETTER OF AGREEMENT

1. **The San Francisco Municipal Transportation Agency ("SFMTA") and the Transport Workers' Union ("TWU") Local 250A (9163 Transit Operators) (each separately a "party," together "the parties") understand and agree that it is the objective of all parties to provide quality services to residents in a work environment that is safe for employees and in which employees' collective concerns about their terms and conditions of employment are discussed and addressed. To promote these shared goals, the parties agree to establish a SFMTA-TWU Local 250A Labor Management Committee for TWU Local 250A-represented employees (the "TWU Local 250A-SFMTA LMC"). For the duration of this Letter of Agreement, up through and including June 30, 2031, this Committee will replace any existing labor management committee intended to address Agencywide matters. Either party may bring Agencywide issues directly to this committee. Either party may bring issues subject to other existing committees to this committee only after the issues have been first heard by the relevant committee and were not resolved. This committee shall not hear individual personnel matters or issues subject to the grievance procedure.**

2. **Membership: The TWU Local 250A-SFMTA LMC shall be composed of an equal number of participants appointed by the Union and by the SFMTA, as mutually agreed upon by the parties, but shall not exceed twelve (12) participants. Additional subject matter experts shall be permitted to attend meetings as necessary. Consistent with MOU provisions regarding release time, bargaining unit employees (including any union subject matter experts) shall be released in advance of any TWU Local 250A-SFMTA LMC meeting for reasonable caucus time and to attend the meeting.**

3. **Meeting: The TWU Local 250A-SFMTA LMC shall meet every month starting the month following ratification of this Letter of Agreement. The meetings shall be regularly scheduled for a specified day of each meeting month, unless the parties mutually agree to a different date in the month. No later than seven (7) calendar days before the scheduled meeting, the SFMTA and the TWU Local 250A shall provide each other with their proposed agenda items in writing to be discussed at the meeting. Other items shall not be discussed absent mutual agreement. If the SFMTA's Human Resources, Employee and Labor Relations Division does not receive the Union's proposed agenda items seven (7) days in advance, the SFMTA may cancel the meeting. The parties may also agree not to meet if neither party has issues to discuss. The parties shall meet and confer to attempt to come to agreement on Agencywide LMC ground rules. Meetings shall be rotated between the parties' office locations, unless the parties agree otherwise. The meetings shall be scheduled to last at least one (1) hour and in**

no event shall they last more than three (3) hours, unless the parties mutually agree to extend the meeting. The parties may agree to continue an agenda item discussion to the following meeting.

4. **Purpose: The purpose of the TWU Local 250A-SFMTA LMC is to discuss and address issues surrounding TWU Local 250A-represented employees' terms and conditions of employment in a constructive manner. Each party will be prepared to substantively discuss items on their proposed agenda and bring concrete examples.**

5. **Dispute Resolution: At all times the TWU Local 250A-SFMTA LMC shall try to resolve issues through mutual agreement. If there is no mutual agreement, either party may request in writing within fourteen (14) calendar days after the last meeting at which the issue was discussed, that the issue be submitted to mediation. The Mediator shall attend the next scheduled LMC meeting for which the Mediator is available. The Mediator shall listen to the parties' respective positions and make an oral recommendation to the members of the TWU Local 250A-SFMTA LMC at the conclusion of the mediation, or no later than one (1) week after, unless the parties mutually agree to give the Mediator additional time. The Mediator's recommendation shall be advisory. The parties may agree to implement the Mediator's recommendation and if they decide to do so, shall thereafter work together to make that implementation successful. Recommendations or decisions of the Mediator must be consistent with the San Francisco Charter, Codes, Civil Service Rules, City and SFMTA policies, and provisions of this Letter of Agreement. Recommendations or decisions shall not be grievable under the grievance procedure contained in this Letter of Agreement.**

6. **Mediator: The party timely requesting mediation shall request a Mediator from the State Mediation and Conciliation Service unless the parties mutually agree to a Mediator. No transcript or other recording of the mediation shall be made, and the mediation shall be considered a part of the TWU Local 250A-SFMTA LMC process. The matters discussed at mediation shall be confidential and not subject to disclosure in any subsequent proceeding. Under no circumstances shall a Mediator be required to testify concerning the mediation. The parties shall jointly bear the cost of the Mediator, as well as all other costs associated with the mediation.**

7. **Resolution through Mayor: Each party may submit no more than three (3) unresolved issues to the Mayor and Director of Transportation for resolution one (1) time per fiscal year, including Fiscal Year 2026-2027. The parties will submit the unresolved issues in writing two (2) weeks in advance of the meeting so the Mayor and Director of Transportation can be prepared. Recommendations or decisions of the Mayor and Director of Transportation shall not be grievable under the grievance procedure contained in this Memorandum of Understanding. Under no circumstances shall the Mayor or the**

Director of Transportation be required to testify concerning the meeting or their recommendation.

8. **Enforcement: The parties agree that either party may file a grievance regarding any failure by the other party to fulfill any procedural obligation that arises under this Letter of Agreement. Grievances under this provision shall commence at Step 3. There shall be no monetary remedies for any violation of this Letter of Agreement.**

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

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