MEMORANDUM OF UNDERSTANDING BETWEEN

THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

AND

THE TRANSPORT WORKERS' UNION, AFL-CIO
LOCAL 250A
TRANSIT FARE INSPECTORS (9132)

FOR SERVICE CRITICAL CLASSIFICATIONS

AT THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

July 1, 2024 – June 30, 202~~7~~31

Revised per Amendment #1

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PREAMBLE

1. This Collective Bargaining Agreement (hereinafter "CBA") is entered into by the San Francisco Municipal Transportation Agency (hereinafter "SFMTA"), and the Transport Workers Union of America, AFL-CIO, and Local 250A, Transport Workers Union (hereinafter "TWU Local 250A").

ARTICLE I - REPRESENTATION

I.A. RECOGNITION

2. The SFMTA acknowledges that TWU Local 250A has been certified as the recognized employee representative, pursuant to the provisions set forth in the SFMTA's Employee Relations Operating Resolution for the following classifications:

9132 Transit Fare Inspector

I.B. INTENT

3. It is the intent of the parties that the provisions of this CBA shall not become binding until ratified by the SFMTA and Board of Supervisors and by the membership of TWU Local 250A (9132).

4. Provisions of this CBA which are in conflict with provisions of ordinances, resolutions, rules or regulations over which the Board of Supervisors and/or the SFMTA Board of Directors has jurisdiction to act, shall prevail. Unless an existing ordinance, resolution, rule or regulation is specifically discussed and changed, deleted, or modified by the terms of this CBA, it shall be deemed to remain in full operational effect.

5. The 9132 Transit Fare Inspector employees covered by this contract will be indemnified and defended by the SFMTA for acts within the course and scope of their official employment in accordance with the applicable requirements of state law. This Article is for informational purposes only and is not subject to grievance or arbitration.

I.C. NO STRIKE PROVISION

6. TWU Local 250A and each member of the bargaining unit covenant and agree not to initiate, engage in, cause, instigate, encourage or condone a strike, work stoppage, slowdown, or absenteeism. TWU Local 250A and each member of the bargaining unit covenant and agree not to engage in any form of sympathy strike including, but not limited to, observing or honoring the picket line of any other Union or person.

I.D. OBJECTIVE OF THE MUNICIPAL TRANSPORTATION AGENCY

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

I.E. MANAGEMENT RIGHTS

8. 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 work loads;

   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.

9. 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 discipline and efficiency, the hiring, promotion and transfer of employees, and their discharge or discipline 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.

I.F. SHOP STEWARDS

10. TWU Local 250A shall furnish the SFMTA with an accurate list of shop stewards. TWU Local 250A may submit amendments to this list at any time because of the permanent absence of a designated shop steward. If a shop steward is not officially designated in writing by TWU Local 250A, none will be recognized.

11. TWU Local 250A and the SFMTA recognize that it is the responsibility of the shop steward to assist in the resolution of grievances or disputes at the lowest possible level. Nomore than two shop stewards representing a particular worksite may assist in the resolution of grievances or disputes arising in that worksite.

12. While handling grievances or meeting with SFMTA representatives concerning matters affecting the working conditions and status of employees covered by this CBA, the shop

steward shall be allowed time off during normal working hours to perform such duties without loss of pay, provided, however, that time off for investigation shall be reasonably related to the difficulty of the grievance. The shop steward shall not be paid overtime if TWU Local 250A duties carry the employee past the shop steward's normal duty schedule. Shop stewards shall request time off at least 48-hours in advance of the time off requested, where practicable.

13. If, in the judgment of the supervisor, permission cannot be granted immediately to the shop steward to investigate or present a grievance during on-duty time, such permission shall be granted by the supervisor no later than the next working day from the date the shop steward was denied permission.

14. In handling grievances, the shop steward shall have the right to:

15. a. consult with an employee regarding the presentation of a grievance or dispute after the employee has requested the assistance or presence of the shop steward;

16. b. present to a supervisor a grievance or dispute which has been requested by an employee or group of employees to present for resolution or adjustment;

17. c. investigate any such grievance or dispute so that such grievance or dispute can be properly discussed with the supervisor or the designated representative; and,

18. d. attend meetings with supervisors or other SFMTA representatives when such meetings are necessary to adjust grievances or disputes.

19. In emergency situations, where immediate disciplinary action must be taken because of violation of law or a SFMTA or departmental rule (intoxication, theft, *etc*.) the shop steward shall, if possible, be granted immediate permission to leave the shop steward's post of duty to assist in the grievance procedure.

20. Shop stewards shall not interfere with the work of any employee.

21. Stewards shall receive timely notice of and shall be permitted to make appearances at all departmental orientation sessions in order to distribute TWU Local 250A materials and to discuss employee rights and obligations under this CBA.

I.G. GRIEVANCE PROCEDURE

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

23. Definition. A Grievance shall be defined as any dispute which involves the interpretation or application of, or compliance with this Agreement, including suspension and discharge of employees. Civil Service Rule "Carve-outs" are not subject to the grievance procedure nor may be submitted to arbitration. Only permanent employees who have satisfactorily

completed the probationary period may grieve suspensions and discharges. A grievance does not include 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. The SFMTA will include any timely rebuttal in the employee's official personnel file with the reprimand.

24. Time Limits. The time between the Steps may be extended by mutual agreement in writing. Failure by the employee or TWU Local 250A to follow the time limits, unless mutually extended, shall cause the grievance to be withdrawn. Failure of the SFMTA to follow the time limits shall serve to move the grievance to the next step.

25. Grievance Initiation. Only the TWU Local 250A shall have the right on behalf of a suspended or discharged permanent employee to appeal a disciplinary or discharge action.

26. In computing the time within which any action must be taken under the grievance procedure, Saturdays, Sundays, and holidays shall not be counted. A grievance may be denied at any level because of failure to adhere to the time limitations.

27. Steps of the Procedure. Informal discussion with immediate supervisor. Except for disciplinary 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.

28. Step 1 / Intermediate Supervisor. The employee and the employee's representative shall submit a written statement of the grievance to the intermediate supervisor. The grievance 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 being sought by the Grievant.

29. The SFMTA will return any grievance that does not include the information specified above. The Union may resubmit a new grievance with the corrected information, with all dates and other provisions triggered off the new submission date.

30. All grievances must be filed within fifteen (15) days from the date when the employee or TWU Local 250A knew or should have known of the circumstance giving rise to the grievance. In cases alleging discrimination or sexual harassment the deadline for filing a grievance shall be four (4) months from the date the employee or the Union knew or should have known of the circumstances giving rise to the grievance. The intermediate supervisor will make every effort to arrive at a prompt resolution by investigating the issue. The intermediate supervisor shall respond within fourteen (14) calendar days.

31. Step 2 / Labor Relations Manager. If the grievance is not satisfactorily resolved at Step 1, the Union may advance the grievance to Step 2, to the Labor Relations Manager within seven (7) days. The Step 2 grievance shall contain a specific description of the basis for the grievance, the resolution desired, and specific reason(s) for rejecting the lower step response and advancing the grievance to the next step. The parties may meet. In any event, the Labor Relations Manager or designee shall, within twenty-one (21) calendar days of receipt of the written grievance, or after the conclusion of the grievance meeting, to respond in writing to the grievant and TWU Local 250A, specifying the reason(s) for concurring with or denying the grievance.

32. Step 3 / Final and Binding Arbitration. Should there be no satisfactory resolution at Step 2, TWU Local 250A has the right to submit the grievance to final and binding arbitration within fourteen (14) days of receipt of the Step 2 response by submitting a request for arbitration to the SFMTA Human Resources Director. The parties in binding arbitration are the SFMTA and TWU Local 250A. Only TWU Local 250A, not individual employee(s), may move a grievance (including a grievance regarding disciplinary action) to Step 3.

33. Expedited Arbitration. Suspensions of fewer than fifteen (15)-days shall be processed through an Expedited Arbitration proceeding. By written mutual agreement entered into before or during Step 2 of the Grievance Procedure, the parties may submit other grievances or disciplinary appeals to the Expedited Arbitration process.

34. Scheduling. Under no instance shall either TWU Local 250A or the SFMTA have less than seven (7) days advance notice prior to the scheduling of an Expedited Arbitration, unless mutually agreed by the parties in writing.

35. Selection of the Arbitrator for Expedited Arbitration. The parties will mutually agree on a list of 3 arbitrators to be utilized for expedited arbitration upon ratification of this Collective Bargaining Agreement. This list shall remain in effect for the life of the agreement unless either party wishes to recommend a substitution. Any substitution shall be by mutual agreement of the parties and shall only take place once a year on July 1st of that year. As a condition of selection each of the arbitrators must certify that the arbitrator will be available to hear the Expedited Arbitration in not greater than thirty (30) days from the arbitrator's selection, or such reasonable time as the arbitrator's schedule permits.

36. Proceeding. No briefs will be used in Expedited Arbitration. Testimony and evidence will be limited consistent with the expedited format, as deemed appropriate by the arbitrator. There will be no court reporter or transcription of the proceeding, unless either party or the arbitrator requests one. At the conclusion of the Expedited Arbitration, the arbitrator will make a bench decision. Every effort shall be made to have a bench decision followed by a written decision. Expedited arbitration decisions will be non-precedential except in future issues regarding the same employee.

37. Non-Expedited Arbitration. Should there be no satisfactory resolution at Step 2, and Expedited Arbitration is not invoked, TWU Local 250A shall have the right to submit the grievance, in writing, to non-expedited arbitration within fourteen (14) days of receipt of

the Step 2 response.

38. SELECTION OF AN ARBITRATOR (Non-Expedited arbitration). The parties shall first attempt to mutually agree on the selection of an arbitrator. The parties will first attempt to mutually agree on an arbitrator within seven (7) days of the invocation of Arbitration. If the parties are unable to agree on a selection within the seven (7) days, either party may request a list of seven (7) appropriately experienced arbitrators from the American Arbitration Association ("AAA") or State Mediation and Conciliation Service.

39. Except when a statement of facts mutually agreeable to TWU Local 250A and SFMTA is submitted to the arbitrator, it shall be the duty of the arbitrator to hear and consider facts submitted by the parties. It shall be the duty of the arbitrator to hold a hearing within thirty (30) days of acceptance of appointment, or such reasonable time as the arbitrator's schedule permits.

40. Authority of the Arbitrator (both regular and expedited). The decision of the arbitrator shall be final and binding on all parties, unless challenged under applicable law. The arbitrator shall have no authority to add to, subtract from or modify the terms of this Agreement.

41. Costs of Arbitration. In both Expedited and Non-Expedited arbitration, each party shall bear its own expenses, including legal expenses and costs, in connection with the grievance. 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. In the event that an Arbitration hearing is canceled resulting in a cancellation fee, the party initiating the request or causing the cancellation shall bear the full cost of the cancellation fee, unless the parties agree otherwise. Each party waives any right to an award of attorney's fees or costs in any grievance proceedings.

42. Economic Claims. In no event shall a grievance include a claim for money relief for more than a thirty (30) working day period prior to the initiation of the grievance.

I.H. THE DISCIPLINE PROCESS

43. The Discipline Process. The SFMTA shall have the right to discipline any non-probationary permanent employee, temporary civil service employee, or provisional employee upon completion of twelve (12) months service, for just cause.

44. In computing the time within which any action must be taken under the discipline procedure, Saturday, Sundays, and holidays shall not be counted.

45. As used herein "discipline" shall be defined as written warnings, written reprimands, suspensions and discharge. A change of work assignment, either to or from a particular assignment, may not be made solely for disciplinary purposes. Reassignments made for purposes of improving services or addressing performance problems shall not be considered disciplinary in nature and therefore shall not be in violation of this Article.

46. Oral or written warnings and written reprimands shall constitute elements of progressive

discipline but shall not be subject to the grievance procedures. A written rebuttal submitted within thirty (30) working days from the date of a written reprimand to the Office of Human Resources, will be attached to the written reprimand and both shall be placed in the employee's official personnel file.

47. Where an employee is subject to a disciplinary suspension, the employee shall have the option to serve the suspension through a temporary reduction in pay. An employee'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 employee's pay below any rate required by law.

48. Employees who are released or disciplined during their probationary period, may appeal the release or discipline provided that the grounds for the grievance or appeal shall be limited to a claimed violation of Article II.A. In such an appeal the employee shall bear the burden of proof with respect to the claimed violation.

49. No interview of an employee that may result in disciplinary action or at which discipline is to be imposed will be undertaken unless the employee is first advised of the employee's right to representation. If requested by the employee, such representation must be secured within the succeeding twenty-four (24) hour period, excluding holidays and weekends. If the employee does not secure representation within such period, the right is waived.

50. Where an investigation by SFMTA includes the review of video evidence, the Union shall have the opportunity to review the video at the beginning of the investigatory interview. If no investigatory interview occurs, the Union shall have the opportunity to review the video in advance of the Step 1 Grievance meeting.

51. Discipline of non-probationary permanent employees, temporary civil service employees, or provisional employees with twelve (12) months service, may not be imposed unless the following procedure is followed:

52. a. The basis of any proposed discipline shall be communicated in writing to the employee and to TWU Local 250A no later than twelve (12) working days after management has concluded a reasonable investigation and attained findings on the event or occurrence which is the basis of the discipline, or the offense will be deemed waived. 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) EEO matters; (6) investigations conducted by non-SFMTA personnel; (7) any other case in which the SFMTA and TWU Local 250A mutually agree.

53. b. Except in emergency situations, where immediate disciplinary action must be taken because of a violation of law or a CITY or SFMTA rule (theft, *etc*.), no disciplinary action can be taken without first providing the employee with the written charges and the materials upon which the charges are based.

54. c. The employee and the employee's representative shall be afforded a reasonable amount of time to respond, either orally at a meeting ("Skelly Meeting"), or in writing, to the management official designated by the SFMTA to consider the reply. Should the employee and the employee's representative elect to respond orally at a Skelly Meeting, the Department will notify the parties at least five (5) days in advance of the meeting, whenever practicable. The purpose of the meeting shall be to permit the employee to respond to the charges against the employee, to offer information regarding the proposed disciplinary action, and to examine the materials, if any, on which the proposed action is based.

55. d. The employee shall be notified in writing of the decision based upon the information contained in the written notification, the employee's statements, oral/written testimony and other supporting documentation and any further investigation occasioned by the employee's statements. The employee's representative shall receive a copy of this decision.

56. e. Progressive Discipline: For most offenses, management is expected to use a system of progressive discipline, under which the employee is given increasingly more severe discipline each time an offense is committed. Discipline more than two (2) years old shall not be considered in determining the appropriate level of discipline. Management is not bound by progressive discipline in cases of serious offenses where no specific warning or prior disciplinary action need precede separation for cause. A common pattern may include oral warning, written warning, suspension, and finally, separation for cause.

57. f. Implementation of Discipline. SFMTA shall implement disciplinary suspensions upon completion of Step 2 of the grievance procedure or, if no grievance is initiated within that time, five (5) working days after the post-Skelly Meeting notice.

I.I. UNION SECURITY

1. Authorization for Payroll Deductions

58. 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 amend from time totime with reasonable notice to the Union. "Contributions" as used in this Section I.I. means Union membership dues, initiation fees, political action funds, other contributions, and any special membership assessments, as established and as may bechanged from time to time by the Union.

59. b. The SFMTA shall deduct Contributions from a represented employee's pay 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 certificationby 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.

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

61. 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 of the last Friday of a pay period. If the Controller's Office receives the request after that time, the SFMTA will implement the changes in two following pay period.

62. 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 deduction within thirty (30) days. The SFMTA will send the Union a copy of any authorization form that it receives directly from a represented employee.

63. f. Except as otherwise provided in this subsection 1, each pay period, the SFMTA shallremit Contributions to the Union, after deduction the fee under 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.

64. g. Except as otherwise provided in this subsection 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 oneor more employees.

65. 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'srevocation of an authorization, and the SFMTA shall rely solely on information provided by the Union on such matters. The SFMTA shall direct all employee requeststo 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 concernsabout those matters to the Union. The Union shall respond to

such employee inquirieswithin no less than 21 business days.

2. Indemnification

66. 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 SFMTA's compliance with this Section I.I. 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 that the Union may reasonably request for the defense of the claim; and (iii) the Union has the right to control the defense or settlement of the claim; provided, however, that the 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 SFTMA. This duty to indemnify, hold harmless, and defend shall not apply to actions related to compliance with this Section brought by the Union against the SFMTA. The subsection 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 1.

I.J. INFORMATION, BULLETIN BOARDS AND UNION ACCESS

67. Overtime Worked. TWU Local 250A may have access to records of overtime worked in each department, Division or Section.

68. Seniority Lists. A list of SFMTA Seniority and Work Seniority detailing the date of commencement of service for all employees and their ranking in order of work seniority shall be maintained at all times by the Department with a copy provided to TWU Local 250A.

69. Upon request, the SFMTA will make available to TWU Local 250A a copy of its final and approved budget each fiscal year, as well as copies of any grant proposals.

70. Bulletin Boards. Reasonable space will be allowed on bulletin boards for use by TWU Local 250A to communicate with employees. Material shall be posted upon the bulletin board space as designated, and not upon walls, doors, windows or any other place. All posted material shall be dated, shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed when no longer timely, but in no event shall be displayed for more than two (2) weeks. 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. A department may withdraw the authority to use bulletin board space if material is posted on other than authorized bulletin boards or if material posted on bulletin boards is not in compliance with this Article.

71. Union Access. TWU Local 250A 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 subject to the rules immediately below. 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.

72. Union Representatives must identify themselves upon arrival at an SFMTA division. TWU Local 250A representatives may use SFMTA meeting space with a reasonable amount of advance notice and approval from the SFMTA, subject to availability.

73. 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.

74. 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 II - EMPLOYMENT CONDITIONS

II.A. NON DISCRIMINATION

75. 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.

76. 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.

77. Neither the SFMTA nor TWU Local 250A shall interfere with, intimidate, restrain, coerce or discriminate against any employee because of the exercise of rights granted pursuant to the Employee Relations Operating Resolution of the San Francisco Municipal Transportation Agency and the Meyers-Milias-Brown Act.

78. The parties acknowledge the obligation of the SFMTA to enforce the rules and regulations set forth in the Family Medical Leave Act and the California Family Rights Act. An employee may contest a 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 the 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.

II.B. AMERICANS WITH DISABILITIES / REASONABLEACCOMMODATION

79. Americans with Disabilities Act. The parties agree that the SFMTA is obligated to provide reasonable accommodations for persons with disabilities, in order to comply with the provisions of the Americans with Disabilities Act, the Fair Employment and Housing Act and all other applicable federal, state and Local disability anti-discrimination statutes. The parties further agree that this Memorandum shall be interpreted, administered and applied in a manner consistent with such statutes. The SFMTA reserves the right to take any action necessary to comply therewith.

80. A reasonable accommodation decision is appealable through the applicable Civil Service Rules, the City Administrative Code, and federal and state law.

II.C. ASSIGNMENT OF WORK

81. Sign-Up for Class 9132: Sign-ups for shifts and days off will be done on a quarterly basis and will take place on the second Wednesday of the months of March, June, September, and December. The date of sign up can be changed by mutual agreement of the parties. If an employee does not sign up in person, submit a choice slip, or otherwise communicate the employee's preference to a shop steward by the time the employee's turn is called, that employee will forfeit the opportunity to participate in that shift bid and will be assigned a slot after all other employees have made their selections. Newly hired Transit Fare Inspectors shall not participate in a shift bid until their field training has been completed.

82. The bid roster will be posted at least seven (7) days in advance of the signup.

83. Employees on a leave of absence, or acting in another classification, who return to their usual and customary duties as 9132 Transit Fare Inspector seven (7) days in advance of the date of the signup, may participate in the signup. This seven (7) day minimum period will be waived where required by law.

84. Sign-ups for Field Training Officers shall occur on a quarterly basis. SFMTA shall select the FTOs from the lists, taking the following factors into account equally: seniority, attendance, job performance, and discipline. This practice will remain in place for the term of this agreement unless changed by mutual agreement of the parties. Lead assignments other than Field Training Officer shall continue to be made at the discretion of SFMTA.

85. Upon creation of a new slot on swing shift in connection with a new hire, SFMTA will post the position for twenty-four (24) hours and award it to the most senior employee, not already on swing shift, who applies.

86. Work Schedules During Training. Employees shall attend job-related training as directed by the SFMTA. The SFMTA may modify an employee's normal work schedule for the employee to attend training provided that the SFMTA provides the employee with at least two (2) weeks' notice before the date of the training. The SFMTA shall make reasonable efforts to schedule training during an employee's normal work schedule. If an employee attends a required training during hours that meet the requirements for a shift differential, the employee shall receive the differential for that shift. No employee covered under this MOU shall suffer a reduction in their pay due to a schedule change made for the purpose of a mandatory training.

II.D. PERSONNEL FILES & OTHER PERSONNEL MATTERS

87. There shall be maintained only one official personnel file for an employee, and the employee shall have access to the file to review the file during normal working hours, upon reasonable request. The personnel files for employees covered by this CBA shall be maintained at the Personnel Office.

88. Employees shall have the right to review any material of a derogatory nature before it is placed in the personnel file. If the employee submits a written rebuttal within thirty (30) working days from the date SFMTA management gives the employee the material, the SFMTA shall attach the employee's written rebuttal to the derogatory materials and place both in the employee's personnel file.

89. At the request of the employee, materials relating to disciplinary actions which are three (3) or more years old shall be sealed to the extend permissible by law, provided that there has been no reoccurrence of the conduct on which the discipline was based during that period. The envelope containing the sealed documents will be retained in the employee's personnel file and may be opened for the purpose of assisting the City in defending itself in legal or administrative proceedings. The sealed materials shall not be used in disciplinary proceedings against the employee.

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

91. If the SFMTA finds that material of a derogatory nature from any source is found not to relate to a particular employee (i.e., involves mistaken identity) the material shall not be placed in or shall be removed from the employee's personnel file.

92. Standards of Performance. TWU Local 250A recognizes the SFMTA's right to establish and/or revise 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. EMPLOYEE(S) who work at less than acceptable levels of performance may be subject to disciplinary measures. Consistent with the Meyers-Milias-Brown Act, the SFMTA agrees to meet & confer with TWU Local 250A to discuss the effect of the establishment and implementation of revised performance levels, norms or standards. However, employee performance evaluations may not be grieved or submitted to arbitration.

II.E. SUBCONTRACTING OF WORK

93. Required Notice of TWU Local 250A on Prop J. Contracts. The SFMTA shall deliver to TWU Local 250A no later than thirty (30) days prior to issuing any "Invitation for Bid" or "Request for Proposal" a report explaining the proposed change, an explanation of reasons for the change, and the effect on represented classes.

94. Information Meetings. TWU Local 250A shall respond within twenty-one (21) days from the date of receipt of the above information with a request to meet. The SFMTA agrees to discuss and attempt to resolve issues relating to:

95. a. possible alternatives to subcontracting;

b. questions regarding current and intended levels of service;

c. questions regarding the Controller's certification pursuant to SFMTA Charter Section 10.104, subsection 15;

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

e. questions relating to the effect on individual worker productivity by providinglabor saving devices; and

f. questions regarding services supplied by the SFMTA to the Contractor.

The SFMTA agrees that it will take all appropriate steps to ensure the presence at said meetings of those officers and employees of the SFMTA who are responsible in some manner for the decision to contract out so that the particular issues may be fully explored by TWU Local 250A and the SFMTA.

Personal Service Contracts. The Human Resources Director has agreed to direct all departments to notify TWU Local 250A of proposed personal services contracts which are presented to the Civil Service Commission for approval, where such services could potentially be performed by represented classifications. Such notification to TWU Local 250- A shall occur simultaneously upon submission of the request to the SFMTA Department of Human Resources staff.

II.F. JOINT COMMITTEES

Joint Labor Management Board. SFMTA and TWU Local 250A jointly agree to establish a new Joint Labor Management Board ("JLMB"). Management shall designate representatives and TWU Local 250A shall be represented by an equal number of TWU Local 250A (9132) representatives chosen by TWU Local 250A. The purpose of the JLMB shall be to provide the parties with a forum for discussion of important matters of mutual concern including: formulation of major management policies that affect TWU Local 250A (9132) membership, the effects of budgetary reductions on the SFMTA system, major restructurings of SFMTA, employee training and education, establishment of new civil service classifications, and health and safety issues. The JLMB shall jointly plan and recommend programs and/or solutions to problems in these areas. The JLMB shall meet every other month on a pre-determined day and time or on the call of either party should the need arise. Matters presented to the JLMB may not be grieved or submitted to arbitration.

Disciplinary grievances and matters involving the claims of individual employees should not be presented to the JLMB. However, the consideration of an issue by the JLMB shall not preclude an employee from pursuing a grievance relating to such issue regarding any action by SFMTA that otherwise constitutes a violation of the provisions of this CBA.

105. Within sixty (60) days of ratification of the CBA the parties will meet to agree upon meeting dates, times and participants.

106. Employee Suggestion Program. The SFMTA and TWU Local 250A agree to publicize the Employee Suggestion Program and to encourage represented employees to submit cost saving suggestions for consideration and possible awards.

Joint Study Committee on Workers Compensation

107. SFMTA and TWU 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 CBA 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.

II.G. SENIORITY

108. Seniority in Classification 9132 Transit Fare Inspector. The parties hereto agree that the principles of seniority shall be observed and given consideration in the assignment of shifts, days off and overtime.

109. Work seniority for all employees covered by this CBA shall be defined as the length of continuous service determined from the day of employment as a 9132 Transit Fare Inspector. In the event that two or more employees' seniority begins on the same date, said employees' places shall be determined by the order of said employees on the civil service eligible list from which they were appointed.

110. Work seniority for provisional employees shall be defined as the length of continuous service determined from the day of employment in class 9132 with the Department. In the event that two or more employees' seniority begins on the same date, said employees' places shall be determined by the order of said employee's application date for employment in class 9132.

111. Separate work seniority lists shall be maintained for:

(a) permanent employees;
(b) provisional employees.

112. 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 vacations.

II.H. PROBATIONARY PERIOD

113. The probationary period, as defined and administered by the Civil Service Commission, shall be two thousand and eighty (2,080) hours.

114. The probationary period for a promotive appointment shall be one thousand and forty (1,040) hours.

115. The probationary period for any other appointment type (e.g., displacement ["bumping"], transfers) shall be five hundred twenty (520) hours.

116. A probationary period may be extended by mutual agreement, in writing, between employee and the appointing officer or designee.

II.I. ANTI-NEPOTISM (SFMTA)

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

ARTICLE III - PAY, HOURS AND BENEFITS

III.A. WAGES

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

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

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

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

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

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

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

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

125a. Effective the pay period beginning January 1, 2028, employees will receive a 1% wage increase.

125b. Effective the pay period beginning July 1, 2028, employees will receive an additional 2% wage increase.

125c. Effective the pay period beginning December 30, 2028, employees will receive an additional 1% wage increase.

125d. Effective the pay period beginning July 1, 2029, employees will receive an additional 2% wage increase.

125e. Effective the pay period beginning December 29, 2029, employees will receive an additional 1% wage increase.

125f. Effective the pay period beginning July 1, 2030, employees will receive an additional 2% wage increase.

125g. Effective the pay period beginning December 28, 2030, employees will receive an additional 1% wage increase.

125h. Effective the pay period beginning April 5, 2031, employees will receive an additional 2% wage increase.

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

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

III.B. PAPERLESS PAY POLICY

128. The Citywide Paperless Pay Policy applies to all City employees covered under this Agreement.

129. Under the policy, all employees have the right to receive a paper statement. All employees shall be able to access their pay advices 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 advices through their payroll offices upon request, on a one-time or ongoing basis.

130. 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.

131. 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.

III.C. ADJUSTMENTS TO PAY

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

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

134. Recovery of Overpayment. Should recovery of overpayment of salary or wages be necessary, the Controller's Payroll/Personnel Services Division, or its designee ("PPSD"), will make every attempt to minimize the hardship for the employee.

135. The schedule of recovery of any overpayment shall be made by the mutual agreement between the SFMTA and the employee. In the absence of a mutual agreement, the SFMTA may recover no more than 20% of the total amount in any one biweekly paycheck.

136. Correcting Problems. In correcting all employee underpayment or nonpayment problems, the following guidelines will be used to correct the most significant problems first:

137. 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 appropriate documentation from the employee's department payroll after noon on a business day, payment will be issued to the employee by 5 p.m. three banking days

after the paperwork is received.

138. 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.

139. 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.

140. Additional Payroll Procedures. Upon the request of TWU Local 250A, the Director of the PPSD agrees to meet with TWU Local 250A to discuss matters related to the SFMTA's payroll procedures, including but not limited to, the creation of a fund for reimbursement of short checks, issuance of overtime, holiday, vacation, or final paychecks. Departmental representatives will be invited to participate if the Director of PPSD deems it appropriate.

III.D. WORK SCHEDULES

141. Normal Work Schedule. A normal work schedule is a tour of duty comprised of forty hours per week, with five (5) fixed consecutive scheduled days of work and two (2) fixed consecutive days off within a period of seven (7) days.

142. Normal Work Day. Employees shall work eight (8) hours within eight and one-half (8½) hours, with a one-half (½) hour unpaid lunch break. SFMTA will relieve employees of all duty during their lunch period, will relinquish control over employees' activities during that period, will permit employees a reasonable opportunity to take an uninterrupted one-half hour break, and will not impede or discourage employees from doing so. If SFMTA requires an employee to work through the employee's lunch break, the employee will be paid at straight time for that period. At the end of a shift and within the eight (8) hour work period an employee shall receive a ten (10) minute period for dress change.

143. Part-Time Work Schedules. A part-time work schedule is a tour of duty less than forty hours per week. Compensation for part-time services shall be calculated upon the compensation for the normal work schedules proportionate to the hours actually worked.

144. Alternative Work Schedule. Alternative work schedules can be established by mutual agreement. Such alternate work schedules may include full-time work weeks of less than five (5) days. Employees shall have two (2) consecutive days off except by mutual agreement of the parties.

III.E. ADDITIONAL COMPENSATION

145. FTO PAY (Field Training Officer): Employees designated by their supervisor as Field Training Officers shall be entitled to a premium in the amount of thirty-five dollars ($35) per day pay when required to perform Field Training Officer duties. Participation as an FTO is voluntary and highly encouraged.

146. The SFMTA and TWU Local 250A agree that the following rates of premium pay shall apply to those positions agreed by the parties to be eligible for premium pay. All premium pay shall be for hours actually worked. Premiums shall be calculated against the employee's base rate of pay and shall not be pyramided.

147. For example, Employee X earning a base rate of pay of ten dollars ($10/hr.) per hour receives both Premium A (an additional $0.65 per hour) and Premium B (5% increase to base pay). Employee X may NOT add Premium A to the employee's base wage BEFORE calculating Premium B, therefore pyramiding the latter premium. All premiums are separately and independently calculated against the base wage. Therefore, the correct pay for Premium A is $0.65 per hour actually worked; Premium B is $0.50 per hour actually worked.

1. LEAD PERSON PAY

148. Employees designated by their supervisor as lead person shall be entitled to an additional flat rate of twenty-five dollars ($25.00) per day when required to take the lead on any job when at least two other persons are assigned.

2. ACTING ASSIGNMENT PAY

149. Employees temporarily assigned by the Appointing Officer or its designee to perform a substantial portion of the duties and responsibilities of a higher classification shall receive compensation at a higher salary if all of the following conditions are met:

150. a. The assignment shall be in writing.

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

152. c. The employee is assigned to perform the duties of a higher classification for longer than eleven (11) consecutive working days.

153. d. Upon written approval by the Appointing Officer or its designee, an employee shall be authorized to receive an increase of one salary step above the 9132 Transit Fare Inspector employee's base hourly rate (except for employees who are at the top step,who shall receive at least five (5) percent more than their base rate) but which does not exceed the maximum step of the salary grade of the class to which temporarily assigned. Such pay shall be retroactive to the first day of such assignment. Premiums based on percent of salary shall be paid at a rate which includes out of class pay.

154. e. Requests for classification or reclassification review shall not be governed by this provision.

155. In selecting employees for acting assignments under this provision, SFMTA shall take into consideration the employees' work record, attendance, discipline, communication skills, and seniority.

156. Where the above requirements are satisfied but an employee does not receive a premium, the employee must file a grievance within thirty (30) days of written notice of the assignment.

3. SHIFT DIFFERENTIAL

157. Swing Shift. Employees in classification 9132 Transit Fare Inspector shall be paid eight-and-one-half percent (8.5%) more than the base rate for each hour assigned between 3:00 p.m. and midnight (12:00 a.m.), except for those employees participating in an authorized flex-time program and who voluntarily work between the hours of 3:00 p.m. and midnight (12:00 a.m.). Shift pay differential of eight-and-one-half percent (8.5%) shall be paid for the entire shift, provided at least five (5) hours of the employee's shift falls between 3:00pm and midnight (12:00 a.m.). Work hours differential for class 9132 shall be applied to all paid hours.

158. Graveyard Shift. Employees in classification 9132 Transit Fare Inspector shall be paid ten percent (10%) more than the base rate for each hour regularly assigned between the hours of midnight (12:00 a.m.) and 7:00 a.m. if the employee works at least one (1) hour of the employee's shift between midnight (12:00 a.m.) and 7:00 a.m. except for those employees participating in an authorized flex-time program and who voluntarily work between the hours of midnight (12:00 a.m.) and 7:00 a.m. Shift pay of 10% shall be paid for the entire shift provided at least five (5) hours of the employee's shift falls between midnight (12:00 a.m.) and 7:00 a.m. Work hours differential for class 9132 shall be applied to all paid hours.

4. BILINGUAL PAY

159. Subject to approval by SFMTA Human Resources, employees in classification 9132, Transit Fare Inspectors, who are certified as bilingual and who are performing fare inspection or customer service duties shall receive a bilingual premium of sixty dollar ($60.00) per pay period. At the SFMTA's discretion, SFMTA may require an employee to recertify not more than once every two years to continue receiving a bilingual premium. An employee's bilingual premium shall not lapse or expire while the employee is waiting to be recertified.

III.F. OVERTIME COMPENSATION & COMPENSATORY TIME

160. Overtime is hereby defined to mean time worked in excess of forty (40) hours in each established work week, except those working an alternative work schedule of more than eight (8) hours in a day. In the event an employee works an alternative work schedule of more than eight (8) hours in a day, the employee shall begin earning overtime rates for time worked after their regularly scheduled workday. Overtime pay is subject to the provisions of the following paragraph. Employees may be required to work hours in excess of their regularly scheduled work day and regular work week. Overtime shall be compensated at one-and-one-half times the regular hourly rate which may include a night differential if applicable. SFMTA shall include jury duty, military leave, and statutory holidays in the

calculation of the number of hours worked for the purpose of calculating the hours worked in each established work week. 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 for purposes of overtime. If a Fare Inspector working on that employee's regular day off (RDO) does not qualify for overtime pay, the employee shall be paid at straight pay.

161. Employees working in a flex-time program shall be entitled to overtime compensation as provided herein when required to work more than eighty hours per payroll period. Overtime shall be calculated and paid on the basis of the total number of straight-time hours actually worked in a day and week except that jury duty, military leave and statutory holidays shall be considered time worked.

162. Employees covered by the FLSA, designated as non-"Z", who are required to work overtime shall be paid at a rate of one and one-half times the regular hourly rate, unless in accordance with the other provisions of this CBA overtime work is compensated by accrual of compensatory time off.

163. The Appointing Officer shall not require an employee not designated by a "Z" symbol in the Annual Salary Ordinance to work overtime when it is known by said Appointing Officer that funds are legally unavailable to pay said employee, provided that an employee may voluntarily work overtime under such conditions in order to earn compensatory time off at the rate of time and one-half, pursuant to the provisions herein.

164. Non-"Z" designated employees who are required or suffered to work overtime shall be paid in salary unless the employee and the Appointing Officer mutually agree that in lieu of paid overtime, the employee shall be compensated with compensatory time off ("CTO"). CTO shall be earned at the rate of time and one half. Employees occupying non-"Z" designated positions shall not accumulate a balance of compensatory time earned in excess of 120 hours calculated at the rate of time and one half. Employees occupying non-"Z" designated positions may carry over forty (40) hours of compensatory time into the following fiscal year.

165. So long as SFMTA maintains a level of at least forty-five (45) active fare inspectors, absent extraordinary circumstances, employees will be permitted to earn CTO for overtime hours. Nothing in this section shall prevent SFMTA from granting CTO for overtime hours in its sole discretion if staffing levels are below forty-five (45) active fare inspectors.

166. A non-"Z" designated employee who is appointed to a position in another department shall have the employee's entire compensatory time balances paid out at the rate of the underlying classification prior to appointment.

167. A non-"Z" designated employee who is appointed to a position in a higher, non-"Z" designated classification or who is appointed to a position in a "Z" designated classification shall have the employee's entire compensatory time balances paid out at the rate of the lower classification prior to promotion.

168. The SFMTA Department of Human Resources shall determine whether work in excess of eight (8) hours a day performed within a sixteen (16) hour period following the end of the last preceding work period shall constitute overtime or shall be deemed to be work scheduled on the next work day.

169. Employees occupying positions determined to be exempt from the Fair Labor Standards Act, designated by a "Z", shall not be paid for overtime worked but shall be granted compensatory time off at the rate of one and one half times for time worked in excess of normal work schedules. "Z" designated employees may not accumulate a balance of compensatory time in excess of 160 hours. A "Z" designated employee may carry over 120 hours of unused accrued compensatory time to the next fiscal year.

170. SFMTA shall maintain an overtime rotating list. Initial placement on the list shall be by seniority.

171. Scheduled overtime shall be posted at the division, with a copy provided to TWU Local 250A, at least two days in advance of the actual workday. Employees shall sign up to work overtime on the posted notice not less than 2 days prior to the day on which the employee is requesting to work, EXCEPT Sunday and Monday work must be signed by 12:00 noon on the preceding Friday.

172. An employee who has signed up for an overtime assignment must call in according to unit protocol at the earliest available time, and no later than one hour before being scheduled to work if the employee becomes unavailable to work overtime. Failure to call in one hour in advance will forfeit the employee's name from the next available overtime opportunity.

173. Scheduled overtime will be offered by seniority. The overtime seniority list will begin at the top of the list for each overtime sign-up. If during the term of this Agreement, this seniority system results in overtime opportunities being distributed inequitably, SFMTA shall meet and confer with the Union and agree on modification to this system that ensures more equitable distribution of overtime.

174. 9132 Fare Inspectors with documented poor attendance or unsatisfactory work performance shall be removed from the overtime wheel until such time as their attendance/work performance is documented as improved. Requests to be placed back on the rotation schedule shall not be denied in an arbitrary or capricious manner. For purposes of this Section, documented means the employee has been sent a written notice describing poor attendance or unsatisfactory work performance by management.

175. An employee will be charged with a "no-show" for any unexcused failure to report for scheduled overtime. Any repeat "no-shows" within a 30-day period will bar that employee from voluntary overtime shifts for ninety (90) days. "No-shows" may be excused by management upon presentation of sufficient evidence of an inability to report to work. Nothing in this Section is intended to prevent the SFMTA from disciplining an employee for one or more "no-shows".

176. Regular Day Off List. EMPLOYEE(S) desiring to work on their regular day off must indicate their availability by signing up on an RDO list. An employee called in to work on a regular day off shall be provided with not less than 8 hours of work on that day. If an employee is passed over incorrectly in the RDO rotation pursuant to procedures established by the Department, the employee will be moved to the top of the list established for their next RDO.

177. Overtime due to unanticipated needs. Overtime assignments due to operational needs that arise within forty-eight (48) hours of the overtime to be worked shall be made at the discretion of management.

178. TWU Local 250A shall have access to all overtime records.

III.G. HOLIDAYS AND HOLIDAY PAY

179. The following days are hereby declared to be legal holidays for represented employees:

Employees are entitled to the following holidays each year with pay:

New Year's Day
Martin Luther King, Jr.'s Birthday
Presidents' Day
Memorial Day
Juneteenth
Fourth of July
Labor Day
Indigenous Peoples' Day & Italian American Heritage Day
Veteran's Day
Thanksgiving Day
The Day after Thanksgiving
Christmas Day

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

181. For those employees whose normal work week is Monday through Friday:

182. a. In the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday.

183. b. Provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under his/her jurisdiction on such preceding Friday so that said public offices may serve the public.

184. c. Those employees who work on a Friday which is observed as a holiday in lieu ofa

holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduledby the Appointing officer in the current Fiscal Year.

185. d. Provided further, if January 1, June 19, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.

186. Holidays Compensation for Time Worked. Employees required by their respective appointing officers to work on any of the above specified or substitute holidays, excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation of one additional day's pay at time-and-one-half the usual rate (i.e.,12 hours pay for 8 hours worked) or a proportionate amount for less than 8 hours worked provided, however, that at the employee's request and with the approval of the appointing officer, an employee may be granted compensatory time off in lieu of paid overtime pursuant to the provisions herein.

187. Employees shall not receive wages for a paid holiday unless the employee reports for work onthe employee's last scheduled work day before the holiday and the first scheduled work day after the holiday, or is on a paid status on both days.

188. For employees on work schedules other than Monday through Friday:

189. a. Employees shall be allowed another day off if a holiday falls on one of their regularly scheduled days off.

190. b. Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of their days off.

191. c. Employees regularly scheduled to work on a holiday which falls on a Saturday or Sunday shall receive holiday compensation for work on that day.

192. d. Holiday compensation shall not be paid for work on the Friday preceding aSaturday holiday nor on the Monday following a Sunday holiday.

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

194. Floating Holidays. In addition to the holidays listed above, the employees covered under this CBA will receive four floating holidays. Employees must complete six (6) months continuous service to establish initial eligibility for the floating holidays. The four floating holidays may be taken on days selected by the employee, subject to prior scheduling approval, and after meeting initial eligibility for the floating holidays. Employees hired on an as-needed, part-time, intermittent or seasonal basis shall not receive floating holidays.

Floating holidays may not be carried forward from one fiscal year to the next. No compensation of any kind shall be earned or granted for the four floating holidays. Floating holidays shall not be considered holidays for purposes of calculating holiday compensation for time worked.

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

Part Time Holidays

196. 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, and who meet the requirements set forth in Section III.G. shall be entitled to holidays as provided herein on a proportionate basis.

III.H. JURY DUTY

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

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

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

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

III.I. SALARY STEP PLAN AND SALARY ADJUSTMENTS

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

1. Promotive Appointment in a Higher Class.

202. An EMPLOYEE who has completed a probationary period or six months of continuous service, whichever is less, and who is appointed to a position in a higher classification deemed to be promotive shall have the employee' salary adjusted to that step in the promotive class as follows:

203. The EMPLOYEE shall receive a salary step in the promotive class which is closestto an adjustment of 7.5% above the salary received in the class from which promoted. The proper

step shall be determined by the bi-weekly compensation grade and shall not be above the maximum of the salary range of the promotive class.

204. For purpose of this Section, appointment of an EMPLOYEE as defined herein to aposition in any class the salary grade for which is higher than the salary grade of the EMPLOYEE's prior class shall be deemed promotive.

2. Non-Promotive Appointment.

205. An EMPLOYEE or officer who is a permanent appointee following completion of the probationary period or six months of continuous service, and who accepts a non-promotive appointment in a classification having the same salary grade, or a lower salary grade, the appointee shall enter the new position at that salary step which is the same as that received in the prior appointment, or if the salary steps do not match, then the salary step which is immediately in excess of that received in the prior appointment, provided that such salary shall not exceed the maximum of the salary grade. Further increments shall be based upon the seniority increment anniversary date in the prior appointment.

3. Appointment Above Entrance Rate.

206. Subject to the Controller's certification of available funds and procedures to be established by SFMTA/Department of Human Resources, appointments may be made by an appointing officer at any step in the compensation grade under any of the following conditions:

207. a. A former permanent CITY EMPLOYEE, following resignation with service satisfactory, is being reappointed to a permanent position in the EMPLOYEE's former classification;

or

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

or

209. c. A severe, easily demonstrated and documented recruiting and retention problem exists,

or

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

4. Reappointment Within Six Months.

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

5. Compensation Adjustments.

212. Prior Fiscal Year. When an EMPLOYEE promoted to a higher class during a prior fiscal

year receives a lesser salary than if promoted in the same class and from the same grade step during the current fiscal year the EMPLOYEE'S salary shall be adjusted on July 1, to the rate the EMPLOYEE would have received had the EMPLOYEE been promoted in the current fiscal year.

213. The SFMTA Department of Human Resources is hereby authorized to adjust the salary and anniversary increment date of any EMPLOYEE promoted from one class to a higher classification who would receive a lesser salary than an EMPLOYEE promoted at a later date to the same classification from the same salary step in the same base class from which the promotional examination was held.

214. Salary Increase in Next Lower Rank. When a classification that was formerly a next lower rank in a regular civil service promotional examination receives a salary grade higher than the salary grade of the classification to which it was formerly promotive, the SFMTA Department of Human Resources shall authorize a rate of pay to an EMPLOYEE who was promoted from such lower class equivalent to the salary the EMPLOYEE would have received had the EMPLOYEE remained in such lower class, provided that such EMPLOYEE must file with the SFMTA Department of Human Resources an approved request for reinstatement in accordance with the provisions of the Civil Service Commission rule governing reinstatements to the first vacancy in the EMPLOYEE'S former classification, and provided further that the increased payment shall be discontinued if the EMPLOYEE waives an offer to promotion from the EMPLOYEE'S current classification or refuses an exempt appointment to a higher classification. This provision shall not apply to offers of appointment which would involve a change of residence.

215. The special rate of pay herein provided shall be discontinued if the EMPLOYEE fails to file and compete in any promotional examination for which the EMPLOYEE is otherwise qualified, and which has a compensation grade higher than the protected salary of the EMPLOYEE.

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

6. Compensation Upon Transfer Or Re-Employment.

217. Transfer. An EMPLOYEE transferred in accordance with Civil Service Commission rules from one Department to another, but in the same classification, shall transfer at the EMPLOYEE'S current salary, and if the EMPLOYEE is not at the maximum salary for the class, further increments shall be allowed following the completion of the required service based upon the seniority increment anniversary date in the former Department.

218. Reemployment in Same Class Following Layoff. An EMPLOYEE who has acquired permanent status in a position and who is laid off because of lack of work or funds and is

re-employed in the same class after such layoff shall be paid the salary step attained prior to layoff.

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

220. Reemployment in a Formerly Held Class. An EMPLOYEE who has completed the probationary period in an entrance appointment who is laid off and is returned to a classification formerly held on a permanent basis shall receive a salary based upon the original appointment date in the classification to which the EMPLOYEE is returned. An EMPLOYEE who is returned to a classification not formerly held on a permanent basis shall receive a salary in accordance with this agreement.

III.J. METHODS OF CALCULATION

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

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

III.K. SENIORITY INCREMENTS

223. Entry At The First Step. Full-time employees shall advance to the second step upon completion of one year of service and to each successive step upon completion of the one year required service.

224. Entry At Other Than The First Step. Employees who enter a classification at a rate of pay at other than the first step shall advance one step upon completion of the one year required service. Further increments shall accrue following completion of the required service at this step and at each successive step.

225. Date Increment Due. Increments shall accrue and become due and payable on the next day following completion of required service as an employee in the class, unless otherwise provided herein.

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

227. When records of service required for advancement in the step increments within a compensation grade are established and maintained by electronic data processing, then the following shall apply: An employee shall be compensated at the beginning step of the compensation grade plan, unless otherwise specifically provided for in this CBA. Employees shall receive salary adjustments through the steps of the compensation grade plan by completion of actual paid service in total scheduled hours equivalent to one year.

228. Paid service for this purpose is herein defined as exclusive of any type of overtime but shall include military or educational leave without pay.

229. An employee who (1) has completed probation in a permanent position, (2) is "Laid Off" from said position, (3) is immediately and continuously employed in another classification with the SFMTA either permanent or temporary, and (4) is thereafter employed in the employee's permanent position without a break in service, shall, for the purposes of determining salary increments, receive credit for the time served while laid off from the employee's permanent position.

III.L. SICK LEAVE WITH PAY

230. 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 discipline.

231. The SFMTA may require that any employee in this bargaining unit submit to an examination by a physician designated by the Department to determine the employee's fitness to perform the employee's duties.

232. On returning from sick leave after an absence of more than five (5) working days, an employee must have a statement from the employee's doctor stating the diagnosis, the treatment given, and that the employee is capable of performing the employee's regular duties.

233. If an employee will not be at work on the employee's regularly scheduled day, the employee must call-in according to unit protocol one hour before the start of the employee's shift. All time actually worked by each employee shall be maintained on the Time Report.

234. In the case of an employee diagnosed as suffering from mental or emotional stress, elevated blood pressure, eye or heart trouble, or any comparable condition that might affect the employee's ability to perform their duties, the Department may require the employee to report to the Employee Health Unit of the San Francisco General Hospital or other medical facility or physician designated by the Department for clearance before returning to work.

235. In the event of a disagreement between the doctor designated by the Department and the employee's doctor concerning the fitness of the employee to return to work, the Department's doctor and the employee's doctor shall mutually choose a specialist doctor and shall refer the employee to said specialist, whose bill shall be paid by Department. The opinion of the specialist doctor concerning the fitness of the employee to return to work shall resolve the disagreement.

III.M. BEREAVEMENT LEAVE

236. Bereavement Leave is available in accordance with Civil Service Rule 420.

III.N. WORKER'S COMPENSATION

Employee Injured By Battery

237. For informational purposes only: Incapacity as a result of criminal violence. In accordance with Administrative Code Section 16.170, Transit Fare Inspectors 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 their period of service with the City, to disability benefits equal to and in lieu of their salary, while so disabled, for a period or periods not exceeding twelve (12) months in the aggregate with respect to any one such injury or illness.

238. Sick leave with pay under this Section shall be known as "leave due to battery" and shall be subject to approval by the MTA Director of Transportation/Designee. The MTA Director of Transportation/Designee shall make such investigation as is deemed appropriate and may include medical examinations by a physician(s) designated by the MTA Director of Transportation/Designee. The decision of the MTA Director of Transportation/Designee may be appealed to the Civil Service Commission whose decision is final. Authorized sick leave under this Section shall not be charged against earned sick leave with pay credits. See Civil Service Rule 420.15. This Section shall not be subject to the grievance procedure.

239. An employee who is absent because of an occupational disability and who is receiving Temporary Disability, Vocational Rehabilitation Maintenance Allowance, State Disability Insurance, may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's accumulated unused sick leave with pay credit balance at the time of disability, compensatory time off, or vacation, so as to equal the normal salary the employee would have earned for the regular work schedule. Use of compensatory time requires the employee's appointing officer's approval.

240. An employee who wishes not to supplement, or who wishes to supplement with compensatory time or vacation, must submit a written request to the appointing officer or designee within seven (7) calendar days following the first date of absence. Disability indemnity payments will be automatically supplemented with sick pay credits (if the employee has sick pay credits and is eligible to use them) to provide up to the employee's normal salary unless the employee makes an alternative election as provided in this Article.

241. Employee supplementation of workers compensation payment to equal the full salary the employee would have earned for the regular work schedule in effect at the commencement of the workers compensation leave shall be drawn only from an employee's paid leave credits including vacation, sick leave balance, or other paid leave as available. An employee returning from disability leave will accrue sick leave at the regular rate and not an accelerated rate.

242. Salary may be paid on regular time-rolls and charged against the employee's sick leave with pay, vacation, or compensatory time credit balance during any period prior to the determination of eligibility for disability indemnity payment without requiring a signed option by the employee.

243. Sick leave with pay, vacation, or compensatory time credits shall be used to supplement disability indemnity pay at the minimum rate of one (1) hour units.

244. The parties agree, therefore, that this provision clarifies and supersedes any conflicting provision of the Civil Service Commission Rules bargainable and arbitrable under Charter Section A8.409.

Return to Work.

245. The SFMTA reserves the right to take any action necessary to comply with its obligations under the Americans with Disabilities Act, the Fair Employment and Housing Act and all other applicable federal, state and Local disability anti-discrimination statutes. Requests for accommodation under the ADA or FEHA shall be governed under separate SFMTA procedures established under those laws.

246. The SFMTA will make a good faith effort to return employees who have sustained an occupational injury or illness to temporary modified duty within the employee's medical restriction. Duties of the modified assignment may differ from the employee's regular job duties and/or from job duties regularly assigned to employees in the injured employee's class. Where appropriate modified duty is not available within the employee's classification, on the employee's regular shift, and in the employees' department, the employee may be temporarily assigned pursuant to this Article to work in another classification, on a different shift, and/or in another department, subject to the approval of the appointing officer or designee. The decision to provide modified duty and/or the impact of such decisions shall not be subject to grievance or arbitration. Modified duty assignments may not exceed three (3) months. An employee assigned to a modified duty assignment shall receive their regular base rate of pay and shall not be eligible for any other additional compensation (premiums) and

or out of class assignment pay as may be provided under this agreement.

Return To Work Medical Release Requirement

247. Where an employee has claimed a work-related injury, and where that employee has been determined to be a "Qualified Injured Worker" (unable to return to the employee's usual and customary occupation) due to work related injury, the employee may not return to work without a medical report that fully describes and explains the employee's improvement, clearly states the employee's current work restrictions and clearly releases the employee to return to work. The SFMTA shall not be liable for pay or wages until the employee presents to the SFMTA such a report. Prescription pad or check-box medical releases shall not be sufficient to return an employee to work that has been declared to be a Qualified Injured Worker.

III.O. STATE DISABILITY INSURANCE (SDI)

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

III.P. LONG TERM DISABILITY INSURANCE

249. The SFMTA, at its own cost, shall provide to employees a Long Term Disability (LTD) benefit that provides, after a one hundred and eighty (180) day elimination period, sixty percent salary (60%) (subject to integration) up to age sixty-five (65). Employees who are receiving or who are eligible to receive LTD shall be eligible to participate in the SFMTA's Catastrophic Illness Program only to the extent allowed for in the ordinance governing such program.

III.Q. VACATION

250. Vacations will be administered pursuant to the Administrative Code, Article 11, Sections 16.10 through 16.16 (dated 12/94).

III.R. HEALTH AND WELFARE

251. For Informational Purposes only: Fare Inspectors 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 Agreement.

Health Coverage

252. 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

253. 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

254. 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

255. 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

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

5. Average Contribution Amount

257. 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 SFMTA's health insurance premium contribution under the Percentage-Based Contribution Model is less than the "average contribution," as established under Charter Section A8.428(b), then, in addition to the SFMTA's contribution, payments toward the balance of the health insurance premium under the Percentage-Based Contribution Model shall be deemed to apply to the annual "average contribution." The parties intend that the SFMTA's contribution toward employee health insurance premiums will not exceed the amount established under the Percentage-Based Contribution Model.

Dental Coverage

258. For permanent full-time Fare Inspectors, the SFMTA shall pick up the full cost of the

current citywide dental plan for employees and dependents, and will pay directly to the provider, but Fare Inspectors who enroll in the Delta Dental PPO Plan shall pay the following premiums for respective coverage levels:

259. a. $5 per month for Fare Inspectors enrolled in employee only plan;

260. b. $10 per month for Fare Inspectors enrolled in employee + 1 dependent plan;or

261. c. $15 per month for Fare Inspectors enrolled in employee +2 dependent plan.

Contribution While on Unpaid Leave

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

III.S. RETIREMENT PICK-UP

263. Represented employees agree to pay their own employee retirement contribution toSFERS.

264. 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 contributions.

265. 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.

266. 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 employeeretirement contribution being picked up by SFMTA on October 9, 2015.

267. 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.

268. 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.

269. 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%) of the seven and one-half percent (7.5%) employee retirement contribution previously picked up by SFMTA.

270. 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.

271. For the base hourly wage rates (top step) during the term of this agreement, see *Appendix C.*

272. The parties reaffirm that all employees covered by the CBA shall be in a full retirement contribution status. The parties recognize that the implementation of full contribution rather than reduced contribution is irrevocable.

273. Any pick-up of contributions shall not be considered as a 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. The SFMTA reserves the right to take said contributions into account for the purpose of salary comparisons with other employers.

274. If it is determined through the voter process or through SFMTA action as a result of negotiations with any other Miscellaneous bargaining unit (as described by Charter Section A8.409) to improve retirement benefits for other Miscellaneous employees, such improvements shall be extended to employees covered by this Agreement. The effective date for such improvements to TWU Local 250A's retirement benefits shall be the date such improvement are ratified in the other Miscellaneous employees' collective bargaining agreement.

Retirement Seminar Release Time

275. Subject to development, availability and scheduling by SFERS and PERS, employees shall be allowed not more than one day during the life of this CBA to attend a pre-retirement planning seminar sponsored by SFERS or PERS. All such seminars must be located within the Bay Area.

276. Employees must provide at least two weeks advance notice of their desire to attend a retirement planning seminar to the appropriate supervisor. An employee shall be released from work to attend the seminar unless staffing requirements or other Department exigencies require the employee's attendance at work on the day or days such seminar is

scheduled. Release time shall not be unreasonably withheld.

277. This Section shall not be subject to the grievance procedure.

III.T. TUITION REIMBURSEMENT

278. SFMTA agrees to allocate seventy-five hundred dollars ($7,500.00) during each year of this Agreement for Tuition Reimbursement. If any portion of said allocation remains unexpended on June 30th of any fiscal year, it shall not be carried over to the next fiscal year.

279. Eligibility. Any regularly scheduled Employee 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 an accredited educational institution offers such courses.

280. Until such funds are exhausted, and subject to approval by the appointing officer or appropriate designee, an employee may utilize up to a maximum of $750 per fiscal year for tuition, registration fees, books, professional conferences, professional association memberships, professional journal subscriptions, professional certifications, and licenses relevant to the employee's current classification. Solely at the discretion of the appointing officer or designee, such funds may be supplemented with department funds budgeted for training. All expenses must be relevant to the employee's current classification or a classification to which the employee might reasonably expect to be promoted. No reimbursement shall be made for expenses that are eligible for reimbursement under a Federal or State Veterans benefit program or from other public funds.

281. Pre-Approval. Application for reimbursement shall be prepared on a form provided by the SFMTA Department of Human Resources. Courses require pre-approval by the SFMTA Department of Human Resources 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 Department of Human Resources and the Appointing Officer (or designee), reimbursement shall be subject to successful completion of the course. No reimbursement shall be made if the Employee is eligible to receive reimbursement for said tuition under a federal or State Veterans benefit program from other public funds.

III.U. VOLUNTEER PARENTAL RELEASE TIME

282. Represented employees shall be granted paid release time to attend parent teacher conferences of four (4) hours per fiscal year (for children in kindergarten or grades 1 to 12).

283. In addition, an employee who is a parent or who has child rearing responsibilities(including

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

III.V. FITNESS FACILITY FEES

284. The SFMTA agrees to set aside an amount up to One Thousand dollars ($1,000) for each year of this agreement for the purpose of paying membership fees at a fitness facility for those employees covered by this CBA.

285. Employees covered by this CBA shall also have access to any fitness equipment provided by SFMTA for employee use in any SFMTA facility to which 9132 Transit Fare Inspectors otherwise have access, in accordance with rules and policies that may be established for each facility.

III.W. LIFE INSURANCE

286. A life insurance policy of $14,000 with a permanent total disability benefit provision, subject to the conditions and provisions of said policy, shall be provided for all employees with 5 years or more of service, the full premium cost of which shall be paid for by the SFMTA. For employees with 1 year or more, but with less than 5 years of service a similar policy of $6,000 will be provided. Coverage shall be suspended for an employee who has been off the payroll and been absent from service for a continuous period of twelve months.

III.X. TRANSIT PASSES

287. SFMTA shall provide Fare Inspectors, their spouses, domestic partners, and legally dependent children under twenty-six (26) years of age who are living with the Fare Inspector 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.

ARTICLE IV - WORKING CONDITIONS

IV.A. SAFETY EQUIPMENT

288. 1. The Department shall designate rules and regulations governing field safety measures. If mace is provided, the provision of mace, training for use of mace and the conditions under which the use of mace may be allowed are recognized to be within the sole discretion of the Department and shall be subject to departmental rules and regulations. The use and provision of mace shall not be subject to grievance or arbitration.

289. 2. Safety and security will be given priority as a topic for JLMB discussions.

IV.B. UNIFORMS & EQUIPMENT

290. Employees in class 9132 are required to wear the prescribed SFMTA uniform and safety shoes at all times while on duty and shall not wear the uniform or safety shoes at any other time except on their way immediately to and from assigned SFMTA work. If an employee is out of uniform, or in a uniform that is unserviceable, and the employee is not able to correct the deficiency, the employee will not be allowed to work in the field but will be assigned other duties at management's discretion until the issue is resolved.

291. Employees will be responsible for maintaining the uniform in a clean and presentable condition and for maintaining a neat appearance while on duty. For each unit member required to wear a uniform, SFMTA shall pay unit members a uniform maintenance allowance of twenty-five dollars ($25.00) per month.

292. When employees leave their classification due to promotion, transfer, or separation from SFMTA service, they shall return to SFMTA all items of uniform, uniform insignia, and equipment supplied to and/or purchased by voucher or cash allowance issued to an employee by the SFMTA. If a departing employee fails to return SFMTA's uniforms or equipment, SFMTA shall charge the employee the full cost of the unreturned uniforms or equipment.

293. Uniforms shall be furnished to the employees. The items of uniform apparel to be furnished shall consist of; two short sleeve shirts, two long sleeve shirts, one windbreaker jacket, one traffic reflective vest, four pairs of trousers, two name tags (brass), one badge, one dress belt, one duty belt, one pair of gloves, four keepers, one baseball style cap with inscription, one sweater, one foul weather jacket and one pair of rain pants.

294. SFMTA will provide a replacement for uniforms that become unserviceable. Uniforms become unserviceable if they no longer fit the employee, are ripped, torn, faded, or otherwise damaged. The employee must submit the unserviceable item in order to receive a replacement.

295. For each unit member required to wear safety shoes, SFMTA shall provide a cash allowance in the form of a check payable to the employee in the amount of two hundred and fifty dollars

($250.00) annually toward the cost of acquiring two (2) pairs of SFMTA approved safety shoes. SFMTA shall provide this allowance during January of each fiscal year, for the term of the agreement.

Damaged or Stolen Property

296. Reimbursement of employee's property: Reimbursement for property damaged, destroyed or stolen in the line of duty is administered through the provisions of Administrative Code Sections 10.25-1 through 10.25-9 An employee who qualifies for reimbursement of such damaged, destroyed or stolen property shall submit a claim to the employee's department head with all available documentation not later than thirty (30) calendar days after the date of each alleged occurrence. An employee shall be entitled to the appropriate reimbursement no later than one hundred-twenty (120) days following the submission of such claims. Reimbursement may be delayed if the employee does not submit the appropriate documentation.

297. Damaged or stolen SFMTA property: Employees are responsible for safeguarding SFMTA property entrusted to them for use in the performance of their duties and will be responsible for paying the SFMTA for the value of the property at the time of its loss, damage or theft due to the employee's negligence or failure to take prudent measures to safeguard the items.

IV.C. LUNCH/BREAK ROOM

298. During regular fare inspection operations, employees may take their meal break any time between the fourth and sixth hour of work. The meal break must be completed by the beginning of the sixth hour of work. In the event that the Transit Management Center, the Security Operations Center, or equivalent requests support for an emergency, the meal break may be delayed. Consistent with current practice, a five-minute grace period will be provided at the start and end of each meal break.

299. In recognition of the difficulty in storing or transporting food while working, SFMTA will provide a daily lunch allowance in the amount of ten dollars ($10) for employees who work at least six (6) hours.

300. As a pilot program, SFMTA will make available a backpack suitable for carrying food as an optional part of the uniform for fare inspectors.

During Special Operations and Overtime

301. During Special Operations and Overtime Assignments, SFMTA will provide a lunch/break room for the use of employees at an appropriate SFMTA facility. SFMTA will provide breakroom facilities with restrooms, seating, and wherever practicable, kitchen facilities (i.e., microwave and/or refrigerator) within a reasonable distance from the worksite. The scheduling of meal breaks will be at the discretion of management.

ARTICLE V - SCOPE

V.A. SAVINGS CLAUSE

302. 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.

V.B. ZIPPER CLAUSE

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

304. Past Practice. The parties agree that all past practices and other understandings between the parties not expressly memorialized and incorporated into this Agreement shall no longer be enforceable.

305. Civil Service Commission Rules / Administrative Code. Nothing in this Agreement shall alter the Civil Service Rules excluded from arbitration pursuant to Charter Section A8.409-3 In addition, such excluded Civil Service Rules may be amended during the term of this Agreement and such changes shall not be subject to any grievance and arbitration procedure but shall be subject to meet & confer negotiations, subject to applicable law. The parties agree that, unless specifically addressed herein, those terms and conditions of employment that are currently set forth in the Civil Service Rules and the Administrative Code, are otherwise consistent with this Agreement, and are not excluded from arbitration under Charter Section A8.409-3 shall continue to apply to employees covered by this contract.

306. As required by Charter Section A8.409-3, the Civil Service Commission retains sole authority to interpret and to administer all Civil Service Rules. Disputes between the parties regarding whether a Civil Service Rule or a component thereof is excluded from arbitration shall be submitted for resolution to the Civil Service Commission. All such disputes shall not be subject to the grievance and arbitration process of the Agreement.

V.C. DURATION OF AGREEMENT

307. This CBA shall be in effect from July 1, 2024, through and inclusive of June 30, 20~~27~~**31**.

IN WITNESS HEREOF, the parties hereto have executed this CBA this _____day of _____, 20~~24~~**26**.

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 Local 250A

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

Appendix A – EMPLOYEE ASSISTANCE PROGRAM AND PEERCOUNSELING PROGRAM

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

A. OVERVIEW OF EAP PROGRAM

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

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

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

EAP's provide training and consultation services to management and unionleadership regarding assisting troubled employees.

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

Motivating employees to help;

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

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

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

Providing crisis intervention services;

Providing follow-up assistance to support and guide employees through theresolution of their problems; and by Acting as an education and training resource.

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

Establishing a voluntary EAP to compliment the mandatory testing program is intended to encourage employees to seek treatment early and on their own. The EAP will assist employees in obtaining information, guidance, and counseling to help them handle their problems before they become a drug testing or disciplinary issue.

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

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

- Provide union/management consultation relative to the development and integration of organizational policies and procedures necessary for effective Employee Assistance Program implementation.

- Orient employees regarding the purpose, scope, nature and use of the Employee AssistanceProgram.

- Train Union (including Division Chairpersons and any other Union officials), supervisoryand management staff to develop the knowledge and skills necessary to effectively utilizethe program in the performance of their responsibilities.

- Provide direct one-to-one counseling utilizing licensed professional staff for crisis management and to identify and evaluate personal concerns among Employer's employeesand/or their immediate dependents. Such direct counseling shall provide for three (3) sessions per family per year. Fees for any counseling sessions exceeding three (3) will become the financial responsibility of the employee and/or dependent, unless otherwise arranged for by the employer. For non-urgent situations, an appointment will be offered within seventy-two (72) hours of request. For urgent situations, an appointment will be offered on the same day as the request for service.

- Provide legal consultation, medical advice, financial consultation; one (1) consultation perincident is provided for each service, up to three (3) incidents per service, per year.

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

- Provide continuing liaison and contact, when appropriate, between the employee, treatmentagent or agency, and Employer to determine case status.

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

- Send its principal or his designated representative to monthly meetings of the Municipal Railway Improvement Fund Board of Trustees, and any other meetings

as reasonably required.

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

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

- Develop Critical Incident Program Policies and Procedures.

- Provide Critical Incident Case management, including:

(a) Determination regarding an employee's ability to perform duties, including coordination with management and union personnel for employees who require time off work as a result of a Critical Incident;

(b) Assisting employees in securing additional counseling visits beyond the three (3) Critical Incident/trauma response visits described above, when necessary.

B. ORGANIZATION

1. The Joint Labor-Management Committee:

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

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

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

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

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

(c) Consolidation of Committees: The parties to this Agreement and to the Agreement concerning drug and alcohol testing and EAP between TWU Local 250A and the SFMTA may elect to combine the joint labor- management committee established here and in the Local 250A Agreement.

2. Substance Abuse Program:

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

3. EAP Services:

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

4. The Peer Assistance System:

(a) Structure:

The outside contractor selected to provide EAP services shall also bedirectly responsible for the clinical and administrative management of the Peer Assistance Program. This Program shall be established on a 24-hour, seven-day a week basis. The peer assistants shall provide coverage during regular business hours (Monday - Friday, 8:30 a.m. - 5:00 p.m.) for all Muni worksites or Sections. A system-wide EAP crisis hotline shall be established. Night, weekend and holiday crisis coverage shall be provided by one of the peer assistants and shall be rotated among the peer assistants,who shall be available on an electronic communication device. The full compensation of the Peer Assistant providing such night, weekend and holiday coverage shall be by Standby Pay at the rate of ten percent (10%) of their regular straight time rate of pay. Standby Pay will not be provided for regular daily coverage.

(b) Peer Assistance Oversight Committee:

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

(c) SFMTA Liaison:

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

(d) Qualifications:

- A MUNI employee who has previous counseling experience or is interested in peer counseling and is willing to make a two year commitment to pursuetraining and education toward certification as a drug and alcohol counselor

OR

- A MUNI employee who was a former substance abuser who has been cleanand sober for a least two years and who continues to participate in a twelvestep program

OR

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

AND

- A MUNI employee who is respected by their peers, the union, and themanagement

AND

- A MUNI employee who is committed to the goals of the Peer AssistanceProgram

(e) Duties:

- Assist employees in accessing the Voluntary Substance Abuse Program andEAP.
- Provide on-going support and case management for clients in the VoluntarySubstance Abuse Program.
- Abide by state and federal confidentiality laws.
- Publicize the EAP verbally and through distribution of literature.
- Provide employees with information regarding the EAP and Voluntary Substance Abuse programs and create a forum for employees to discuss their concerns.
- Assist in publication of Voluntary Substance Abuse Program newsletter.
- Seek out opportunities to participate in training programs to further developknowledge and skills.
- Develop and implement new ideas to increase utilization and maximize theeffectiveness of the EAP and Voluntary Substance Abuse Programs.
- Develop and maintain a professional environment in which to interact withclients.

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

- Assist in education and training sessions for new and existing employees.

- Keep accurate records of client contacts and promotional activities.

(f) Staffing:

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

(g) Volunteer Peer Assistants:

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

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

3. They shall participate in designated training.

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

5. Volunteer peer assistants will receive no compensation for theirservices.

(h) Functions:

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

(i) Civil Service Commission Approval:

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

C. PAY STATUS DURING VOLUNTARY SELF-REFERRAL TREATMENT

Voluntary Substance Abuse Program

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 tworehabilitation programs may not elect further rehabilitation under this program.

(1) In the case of the up to two voluntary, employee-initiated referrals, the SFMTA willpay the employee the difference between the employee's SDI benefits, use of accrued paid leaves, and any catastrophic illness benefits, and the employee's regularhourly base pay, for up to

the eight hours per day for full-time employees and up tothree 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 employeedoes not receive SDI benefit payments or during the follow-up period established by the SAP after a positive test.

D. NON-PAID STATUS DURING TREATMENT AFTER POSITIVE TEST

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

E. EDUCATION AND TRAINING

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

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

F. CONFIDENTIALITY

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

G. FUNDING

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

H. SPECIAL PROVISIONS

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

Appendix B – RETIREMENT HEALTH BENEFITS – FUNDING

The SFMTA and TWU Local 250A agree that it is in the interests of the public and all SFMTA employees that sufficient funds be made available for the payment of the retiree medical benefits provided by the City Charter. As of January 2007, the City has an obligation to report its unfunded liability for retiree medical benefits, as required by the Governmental Accounting Standards Board. In recognition of these facts, TWU Local 250A and the SFMTA agree to participate in a City-wide Retiree Health Benefits Committee, which will include other unions and employee organizations representing City and SFMTA employees, to study and make recommendations regarding funding of retiree health benefits.

Appendix C – BASE HOURLY WAGE RATES

Effective Date	Percent Increase & Type	Base Hourly Rate (Top Step)
July 1, 2024	1.5% Base Wage Increase	$47.26250
January 4, 2025	1.5% Base Wage Increase	$47.97500
July 1, 2025	1% Base Wage Increase	$48.93750
January 3, 2026	1.5% Base Wage Increase	$49.67500
July 1, 2026	2% Base Wage Increase	$50.66250
January 2, 2027	2% Base Wage Increase	$51.67500
COB June 30, 2027	2.5% Base Wage Increase	$52.96250
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**
December 29, 2029	**1% Base Wage Increase**	**TBD**
July 1, 2030	**2% Base Wage Increase**	**TBD**
December 28, 2030	**1% Base Wage Increase**	**TBD**

Effective Date	Percent Increase & Type	Base Hourly Rate (Top Step)
April 5, 2031	**2% Base Wage Increase**	**TBD**

Appendix D – 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.

Executive Vice President

Najeeb N. Khoury

3/26/24

Ardis Graham, ERD Director

3/26/24

Carol Isen, DHR Director

Appendix E – CONTRACT EXTENSION, LETTER OF AGREEMENT

SFMTA

SFMTA NEGOTIATIONS 2027

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

Transport Workers Union, Local 250A, Transit Fare Inspectors (9132) - 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

October 23, 2026
Julie Kirschbaum Date
Director of Transportation

FOR THE UNION

Pete Wilson October 23, 2026
President, TWU Local 250A Date

Executive Vice President, TWU 250A Date

Secretary Treasurer, TWU Local 250A Date

APPROVED AS TO FORM:

for Cecilia Mangoba October 23, 2026
Cecilia Mangoba Date
Chief Labor Attorney

Appendix F – SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND TRANSPORT WORKERS' UNION LOCAL 250A (9132 – TRANSIT FARE INSPECTORS) LABOR MANAGEMENT COMMITTEE LETTER OF AGREEMENT

1. **The San Francisco Municipal Transportation Agency ("SFMTA") and the Transport Workers' Union ("TWU") Local 250A (9132 Transit Fare Inspectors) (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 two months starting the month following ratification of this Letter of Agreement. The meetings shall be regularly scheduled for a specified day of each meeting month, unless the parties mutually agree to a different date in the month. No later than seven (7) calendar days before the scheduled meeting, the SFMTA and the 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.