

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE SAN FRANCISCO MUNICIPAL TRANSPORTATIONAGENCY

AND

THE TRANSPORT WORKERS' UNION, AFL-CIO

LOCAL 250A
AUTOMOTIVE SERVICE WORKERS (7410)

FOR SERVICE CRITICAL CLASSIFICATIONS

July 1, 2024 - June 30, 202~~7~~31

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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 "UNION").

ARTICLE I - REPRESENTATION

I.A. RECOGNITION

2. The SFMTA acknowledges that the UNION 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:

7410 Automotive Service Worker – Unit SFMTA 01-AA

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 the UNION.

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 employees covered by this contract will be indemnified and defended by the SFMTA foracts 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. The UNION 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. The UNION 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 SAN FRANCISCO 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 UNION recognizes the SFMTA's right to establish and/or revise performance levels, standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such

standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees. The SFMTA recognizes the UNION's or the employee's right to grieve the effect of and implementation of the revised performance levels, norms, or standards.

I.F. UNION REPRESENTATIVES

9. On July 1 of each year, the UNION shall furnish the SFMTA with an accurate list of Union representatives with their assigned roles. During the course of the year, the Union shall amend the list as needed to ensure that the list is accurate and up to date. If a Union representative is not officially designated in writing by the UNION, none will be recognized.

10. The UNION and the SFMTA recognize that it is the responsibility of the Union representatives to assist in the resolution of grievances or disputes at the lowest possible level. No more than two Union representatives representing a particular worksite may assist in the resolution of grievances or disputes arising in that worksite. Should that Union representatives be unavailable, a Union representative representing another shop may substitute.

11. While handling grievances or meeting with SFMTA representatives concerning matters affecting the working conditions and status of employees covered by this CBA, the Union representatives 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. If the Union representative requests to perform such duties outside of their regularly scheduled working hours, the representative shall be released from their regular shift either the day before or day after on which the duties are performed, but not both days. The Union representatives shall not be paid overtime if UNION duties carry the employee past the employee's normal duty schedule Union representatives shall request time off at least 48- hours in advance of the time off requested, where practicable.

12. If, in the judgment of the supervisor, permission cannot be granted immediately to the Union representatives 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 Union representative was denied permission.

13. The UNION shall have reasonable access to all work locations to verify compliance with the terms and conditions of this Agreement and to discuss matters within the scope of representation, provided that the work of the employee and service to the public are not unduly impaired, and will be subject to the rules below, as well as any rules as may be agreed to by the SFMTA and the UNION.

14. Union representatives have a reasonable right of access to employees and non-work areas (bulletin boards, employees lounges and break rooms) and to hallways.

15. Union representatives must identify themselves upon arrival. Union representatives may use SFMTA meeting space with a reasonable notice to SFMTA and subject to availability.

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

17. Nothing herein is intended to disturb existing written union access policies. Further, SFMTA may implement additional rules and regulations after meeting and conferring with the UNION.

18. In handling grievances, the Union representatives shall have the right to:

19. consult with an employee regarding the presentation of a grievance or dispute after the employee has requested the assistance or presence of the Union representatives.

20. 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;

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

22. attend meetings with supervisors or other SFMTA representatives when such meetings are necessary to adjust grievances or disputes. In emergency situations, where immediate disciplinary action must be taken because of violation of law or an SFMTA or departmental rule (intoxication, theft, etc.) the Union representative shall, if possible, be granted immediate permission to leave the Union representative's post of duty to assist in the grievance procedure.

23. 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 Union representatives shall, if possible, be granted immediate permission to leave the Union representative's post of duty to assist in the grievance procedure.

24. Union representatives shall not interfere with the work of any employee.

25. Union representatives shall receive timely notice of and shall be permitted to make appearances at all departmental orientation sessions in order to distribute UNION materials and to discuss employee rights and obligations under this CBA.

I.G. GRIEVANCE PROCEDURE & THE DISCIPLINE PROCESS

26. 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.

27. Definition. A Grievance shall be defined as any dispute which involves the interpretation or application of, or compliance with this Agreement, including discipline and disciplinary discharge of employees. 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) calendar days from the date of the reprimand. The SFMTA will include any timely rebuttal in the employee's official personnel file with the reprimand. Civil Service Rule "Carve-outs" are not subject to the grievance procedure nor may be submitted to arbitration.

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

29. Grievance Initiation. Only permanent non-probationary employees may grieve (appeal) disciplinary suspensions or disciplinary discharges. Only the UNION shall have the right on behalf of a disciplined or discharged employee to appeal a disciplinary or discharge action, and it must initiate this grievance at Step 2 of the grievance procedure.

30. Steps of the Procedure. An employee having a grievance may first discuss it with the employee's immediate supervisor and try to work out a satisfactory solution in an informal manner with the supervisor. The employee may have a UNION representative at this discussion. If a solution to the grievance, satisfactory to the employee and the immediate supervisor is not accomplished by informal discussion, the grievant may pursue the grievance further.

31. A grievance may be denied at any level because of failure to adhere to the time limitations.

32. Step 1 / Intermediate Supervisor. The employee and the employee's representative shall submit a written statement of the grievance to the intermediate supervisor within fifteen (15) calendar days after the facts or event giving rise to the grievance or within fifteen (15) calendar days from such time as the employee or UNION should have known of the occurrence thereof except for cases alleging sexual harassment, in which case the time limit herein shall be four (4) months.

33. The UNION and the SFMTA agree that grievances must include the following:

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

35. b. The Section(s) of the Agreement which the UNION believes has been violated;

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

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

38. 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.

39. Step 2 / SFMTA Director of Transportation or designee. If the grievance is not satisfactorily resolved in Step 1, the grievance shall be submitted, in writing, to the SFMTA Director of Transportation or designee within seven (7) calendar days. The Step 2 grievance shall contain a specific description of the basis for the grievance, the resolution desired, and a specific reason or reasons for rejecting the lower step response and advancing the grievance to the next step. The parties may meet. In any event, the SFMTA Director of Transportation or designee shall, within fourteen (14) calendar days of receipt of the written grievance, respond in writing to the grievant and the UNION, specifying the reason(s) for concurring with or denying the grievance.

40. Step 3 / SFMTA Human Resources Director. If the decision of the SFMTA Director of Transportation or designee is unsatisfactory, the grievant and/or the UNION may, within fifteen (15) calendar days of receipt of such decision, submit the grievance to the SFMTA Human Resources Director. The Step 3 grievance shall contain a specific description of the basis for the grievance, the resolution desired, and a specific reason or reasons for rejecting the lower step response and advancing the grievance to the next step. The SFMTA Human Resources Director shall have fifteen (15) calendar days after receipt of the written grievance in which to review and seek resolution of the grievance and respond in writing.

41. Should there be no satisfactory resolution at Step 3, the UNION has the right to submit the grievance to final and binding arbitration within fourteen (14) calendar days of receipt of the Step 3 response. Only the UNION can advance a grievance to final and binding arbitration on behalf of the grievant.

42. Expedited Arbitration. All disciplinary actions, excluding suspensions of fifteen (15) calendar days or greater and discharges, shall be processed through a final and binding Expedited Arbitration proceeding. By written mutual agreement entered into before or during Step 3 of the Grievance Procedure, the parties may submit other grievances to the Expedited Arbitration process.

43. Scheduling. Under no instance shall either the UNION or the SFMTA have less than ten (10) calendar days advance notice prior to the scheduling of an Expedited Arbitration, unless mutually agreed by the parties in writing.

44. Selection of the Arbitrator for Expedited Arbitration. The parties agree to use the standing arbitrator selected by them pursuant to their expedited arbitration agreement in the Memorandum of Understanding for the SFMTA and the Transport Workers' Union, Local 250A for Classification 9163 Transit Operators. If a standing arbitrator is not available under that agreement, the parties will choose an arbitrator pursuant to the selection process for non-expedited arbitrations that is provided below.

45. 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.

46. Costs. Each party shall bear its own expenses in connection with the presentation of its case. All fees and expenses of the arbitrator shall be borne and shared equally by the parties. The costs of a court reporter and the transcription of the proceeding, if any, shall be paid by the party requesting such, unless requested by the arbitrator, which will then be borne and equally shared by the parties. In the event that an Expedited Arbitration hearing is canceled resulting in a cancellation fee, the party initiating the request or causing the cancellation shall bear the full cost of the cancellation fee, unless the parties agree otherwise.

47. Step 4 / Final and Binding Arbitration (Not Expedited Arbitration). Should there be no satisfactory resolution at Step 3, and Expedited Arbitration is not invoked, the UNION shall have the right to submit the grievance to final and binding arbitration within fourteen (14) calendar days of receipt of the Step 3 response by submitting a request for arbitration to the SFMTA Human Resources Director. The SFMTA Human Resources Director shall respond to the UNION with the identity of the appropriate contact in the City Attorney's Office, and copy the City Attorney's Office, to notify the City Attorney's Office that the UNION has moved the grievance to arbitration. Counsel for the UNION shall coordinate with the City Attorney's Office to schedule the arbitration.

48. 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) calendar days of the invocation of Arbitration. If the parties are unable to agree on a selection within the seven (7) calendar days, either party may request a list of seven (7) appropriately experienced arbitrators from the State Mediation and Conciliation Service. The parties shall alternatively strike from said list until a single name remains, and said arbitrator shall be designated to hear the matter. Whether the UNION or SFMTA deletes the first name in the alternating process shall be determined by lot.

49. Except when a statement of facts mutually agreeable to the UNION and the 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) calendar days of acceptance of appointment, or as soon as reasonably possible given the availability of the arbitrator, parties, and representatives. Should the designated arbitrator be unable to comply with this requirement, the parties will commence contacting other arbitrators, beginning with the last struck, until an arbitrator is selected who will meet such requirement.

50. 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.

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

52. Economic Claims (both regular and expedited). In no event shall a grievance include aclaim for money relief for more than a thirty (30) working day period prior to the initiationof the grievance, nor shall an arbitrator award such monetary relief.

53. 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 six (6) months service, for just cause.

54. As used herein "discipline" shall be defined as written reprimands, written warnings, suspensions, disciplinary demotion and disciplinary 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.

55. Employees who are released or disciplined during their initial probationary period or during any probationary period established by this CBA, 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.

56. 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.

57. No suspensions, disciplinary demotions and discharges of non-probationary permanent employees, temporary civil service employees, or provisional employees with six (6) months service, may be imposed unless the following procedure is followed:

58. a. The basis of any proposed discipline shall be communicated in writing to the employee and to the UNION no later than twenty (20) calendar days after managementhas 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.

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

60. c. The employee and the employee's representative shall be afforded a reasonable amount of time to respond, either orally at a meeting ("Skelly hearing"), 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 hearing, the Department will notify the parties at least five (5) days in advance of the meeting, whenever practicable. The employee and the employee's representative may present any relevant oral/written testimony and other supporting documentation as part of the employee's response. Individuals who may have direct knowledge of the circumstances may be present at the request of either party at the hearing for the purpose of giving relevant testimony. In the case of employees of the SFMTA, they shall be compensated at an appropriate rate of pay for time spent.

61. 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.

62. 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. 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.

I.H. UNION ACCESS

63. The SFMTA shall provide Union reasonable access to all work locations to verify compliance with the terms and conditions of this Agreement and to confer with represented employees subject to the rules immediately below.

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

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

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

67. 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.

I.I UNION SECURITY

1. AUTHORIZATION FOR PAYROLL DEDUCTIONS

63. 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 to time 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 be changed from time to time by the Union.

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

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

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

67. e. If an employee asks the SFMTA to deduct Contributions, the SFMTA shall direct theemployee to the Union to obtain the Union authorization form. The SFMTA will notmaintain 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 beginthe deduction within thirty (30) days. The SFMTA will send the Union a copy of anyauthorization form that it receives directly from a represented employee.

68. f. Except as otherwise provided in this subsection 1, each pay period, the SFMTA shall remit Contributions to the Union, after deducting 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.

69. 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 one or more employees.

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

2. INDEMNIFICATION

71. 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 judgments, arising from or related to the 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 manner, including but not limited to paying any amounts in settlement, taking or omitting to take any actions, agreeing to any policy change on the part of the SFMTA, or agreeing to any injunctive relief or consent decree being entered against the SFMTA, without the consent of the SFMTA. This duty to indemnify, hold harmless, and defend shall not apply to actions related to compliance with this Section I.I. brought by the Union against the SFMTA. This 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

72. Overtime Worked. The UNION may have access to records of overtime worked in each department, Division or Section.

73. 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 the UNION upon request.

74. Upon request, the SFMTA will make available to the UNION Local 250A a copy of its final and approved budget each fiscal year, as well as copies of any grant proposals, which include the purchase of new equipment to be used by 7410 Automotive Service Workers.

75. The SFMTA shall reserve a reasonable amount of space on bulletin boards within SFMTA buildings for the distribution of Union literature. All posted literature shall be dated, identified by affiliation and author, and neatly displayed, and removed from the bulletin board by the Union when no longer timely. Except as stated below, the SFMTA agrees that identifiable Union literature shall not be removed from said bulletin boards without first consulting with the representative of

the Union to determine if the literature should remain for an additional period of time. The Union shall not post literature that is discriminatory, harassing, or violates SFMTA policy or the law. The SFMTA may remove this type of literature immediately and shall notify the Union of its removal.

76. UNION Access. The UNION or its representatives shall have reasonable access to all work locations to verify that the terms and conditions of this CBA are being carried out and for the purpose of conferring with employees, provided that access shall be subject to such reasonable rules and regulations as may be agreed by the Appointing Officer or its designated representative and the UNION. Disputes arising pursuant to said rules and regulations shall be referred to a panel comprised of a representative of the SFMTA Human Resources Director and the UNION.

ARTICLE II - EMPLOYMENT CONDITIONS

II.A. NON DISCRIMINATION

77. 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.

78. 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.

79. Neither the SFMTA nor the UNION 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.

80. 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.

II.B. AMERICANS WITH DISABILITIES / REASONABLE ACCOMMODATION

81. 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.

II.C. ASSIGNMENT OF WORK

82. Sign-Up for Class 7410: A general sign-up shall be conducted between the UNION and the San Francisco Municipal Transportation Agency (SFMTA) once a year on a mutually agreed date in the month of September/October, except for unusual conditions that would be communicated in advance. Job assignments for sign-up shall be in six (6) categories:

83. 1. Fuel and Service

84. 2. Running Repair

85. 3. Preventative Maintenance

86. 4. Non-Revenue

87. 5. Yard Control

88. 6. Meet and Greet

89. Responsibilities for each of these six job assignments may include but are not limited to the

following: fueling, check transmission fuel, oil, water, coach sweeping, minor repairs, cycle wheelchair lifts, clean fuel area, coach inspections, steam cleaning, yard starter, point person, communicate with control room, tag coaches, parking control, meet and greet coaches pulling in or out of the yard, and get proper defects to be repaired on coaches returning to yard.

90. Available job assignments will be linked to a work location and work hours/Regular Days Off (RDOs), including floating assignments.

91. The sign-up shall be by seniority as per Article II.H. of this CBA.

92. Regular assignment - the job duties are regular from day to day.

93. Floating assignments - Positions whose location/division, RDOs, and hours may be reassigned as-needed. Such reassignments may be for any duration. Floating assignments will be designated as such in the sign-up described above.

94. Thirty-five percent (35%) of job assignments will be Floating assignments.

95. Changes to a floating assignment will be made on an as-needed basis. Supervisors will be responsible for determining changes to these positions. Those employees whose floating assignments will be changed for a period in excess of one (1) week shall be given five (5) days' notice prior to the effective date of the change, unless otherwise mutually agreed-to by the employee and their supervisor.

96. For changes of one (1) week or less, the employee will be informed by the end of theemployee's shift of a change for the following day.

97. On an emergency basis all employees can be used where needed.

98. MUNI shall post the sign-up not less than ten (10) days before it is to be held. Sign-up will continue from 7:00 a.m. until 7:00 p.m. on a weekday. Employees working during sign-up will be granted a reasonable time off to participate in the sign-up. MUNI and the UNION shall designate specific representatives to oversee the sign-up.

99. In the event an employee is off on authorized leave or vacation at the time of sign-up, that employee must notify MUNI and the UNION in writing of their choices prior to the date of the sign-up. In the event that the employee fails to notify the parties, MUNI and the UNION shall assign that employee to a remaining job assignment of their choosing upon which they agree.

100. In the event that an employee is off on unauthorized leave of absence at the time of the sign- up, MUNI can place this employee using their discretion. The UNION representative shall be notified of this fact.

101. Effective dates of job assignments shall be so indicated during the sign-up.

102. All open and new positions that occur between sign-ups shall be handled on a seniority basis using the shift transfer form.

103. UNION and SFMTA representatives shall meet and review all job assignments at the UNION'S request no less than fifteen (15) calendar days prior to the posting of the sign-up.

II.D. PERSONNEL FILES & OTHER PERSONNEL MATTERS

104. 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.

105. Personnel Files. At the request of an employee, materials relating to discipline that are two (2) or more years old shall be sealed to the extent permissible by law. 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 or SFMTA in defending itself in external legal or administrative proceedings. The sealed material shall not be used in disciplinary proceedings against the employee.

106. The immediately preceding paragraph shall not apply to employees disciplined for: misappropriating public funds or property, misusing or destroying public property, using illicit drugs at work or being under the influence of illicit drugs or alcohol at work, mistreating other persons, engaging in acts that would constitute a felony or misdemeanor involving moral turpitude, engaging in acts that present an immediate danger to the public health and safety, or engaging in immoral acts, or for violation of City or SFMTA Equal Employment Opportunity policies.

107. Standards of Performance. The UNION 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 the UNION 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

108. Required Notice of the UNION on Prop J. Contracts. The SFMTA shall deliver to the UNION 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.

109. Information Meetings. The UNION 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:

110. a. possible alternatives to subcontracting;

111. b. questions regarding current and intended levels of service;

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

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

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

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

116. 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 the UNION and the SFMTA.

117. Personal Service Contracts and Advance Notice to Unions on Personal Services Contract. At the time the SFMTA issues a Request for Proposals ("RFP")/Request for Qualifications ("RFQ"), or thirty (30) days prior to the submission of a Personal Services Contract request to the Department of Human Resources and/or the Civil Service Commission, whichever occurs first, the SFMTA shall notify the union of any personal services contract(s), including a copy of the draft PSC summary form, where such services could potentially be performed by represented classifications.

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

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

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

121. Existing language in MOUs which provides additional notice and/or otherwise enhanced provisions shall not be superseded by the language in this Section.

122. Advance Notice to Employee Organizations of the Construction/Maintenance or Job Order Contracts. At the time the SFMTA issues an invitation for a Construction Bid and Specifications, the SFMTA shall notify the union with copy to the San Francisco Building Trades Council of any construction/maintenance or job order contract(s), where such services could potentially be performed by represented classifications.

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

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

125. The SFMTA agrees to provide the San Francisco Building Trades Council with notice(s) of

SFMTA Board and Civil Service Commission meetings during which proposed construction/maintenance contracts are calendared for consideration, where such services could potentially be performed by represented classifications.

126. Joint Labor Management Committee on Personal Service and Construction/Maintenance Contracts. The City and the PEC shall form a joint labor management committee on personal service and construction/maintenance contracts to do the following:

127. a. Review areas of General Fund and Enterprise PSCs and other city contracts, including construction/maintenance contracts, affecting members with the goal of ensuring appropriate use of Civil Service classifications.

128. b. Explore establishing workload forecasting by city departments.

129. c. Review PSC processes, form(s) and tracking of PSCs, and RFP notice requirements and recommend improvements.

130. The Committee will be comprised of eight (8) members of the PEC and eight (8) City representatives. Release time is to be provided for work of this Committee. The Committee will complete its work by June 30, 2012.

II.F. EDUCATION AND CAREER DEVELOPMENT

131. Career Path Development. The parties agree to make a positive effort to meet & confer during the term of this Agreement in order to explore career path development for the 7410 Automotive Service Worker classification.

II.G. JOINT COMMITTEES

132. Joint Labor Management Board. SFMTA and the UNION jointly agree to establish a new Joint Labor Management Board ("JLMB"). Management shall designate representatives and the UNION shall be represented by an equal number of UNION representatives chosen by the UNION. 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 the UNION 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 once a month on a predetermined 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.

133. 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.

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

135. Employee Suggestion Program. The SFMTA and UNION agree to publicize the Employee Suggestion Program and to encourage represented employees to submit cost saving suggestions for consideration and possible awards.

II.H. SENIORITY

136. The parties hereto agree that the principal of seniority shall be observed and given consideration in the assignment of shifts, days off and overtime. The SFMTA and the UNION shall meet and confer regarding implementation of this Article, including bid procedures, taking into consideration the following factors:

137. a. nature of the duties to be performed;

138. b. needs of the department;

139. c. preference and needs of the employees; and,

140. d. past and present job performance.

141. 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 7410 Automotive Service Worker for the SFMTA. 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.

142. For employees hired on or after July 1, 2022, when two (2) or more employees' seniority begins on the same date and those employees have the same ranking on the civil service eligibility list from which they were appointed, the last two (2) digits of the employees' Social Security Numbers, from low to high, shall be used as the tie breaker. If further tie breaking is required, the last three (3) digits of the employees' Social Security Numbers, from low to high, shall be used as the tie breaker.

143. Work seniority for provisional employees shall be defined as the length of continuous service determined from the day of employment in class 7410 with SFMTA. 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 7410.

144. Separate work seniority lists shall be maintained for (a) permanent employees; (b) provisional employees.

145. 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.I. PROBATIONARY PERIOD

146. The probationary period, as defined and administered by the Civil Service Commission, shall be ONE THOUSAND FORTY (1040) regularly scheduled hours worked, including legal holiday pay (LHP).

147. The employee and appointing officer may extend the duration of the probationary period by mutual consent in writing. The SFMTA shall give notice to the Union at the time that it seeks to extend an employee's probationary period.

II.J. ANTI-NEPOTISM (SFMTA)

148. 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 an 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.

II.K. UTILIZATION OF PROP F AND TEMPORARY EXEMPT EMPLOYEES:

149. The SFMTA agrees to work to ensure proper utilization of Proposition F and Temporary Exempt ("as needed") employees when such positions would more appropriately or efficiently be filled by permanent employees. In addition, the SFMTA will notify holdovers in represented classifications of any recruitment for exempt positions in their classifications.

150. It is understood that to the degree increased utilization of such employees may be required in certain represented classifications to provide staffing coverage due to employees taking unpaid furloughs as described in Section III.A., such work will be offered to holdovers in such represented classifications.

ARTICLE III - PAY, HOURS AND BENEFITS

III.A. WAGES

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

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

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

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

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

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

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

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

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

159a. Effective the pay period beginning January 1, 2028, employees will receive a 1% wage increase.

159b. Effective the pay period beginning July 1, 2028, employees will receive an additional 2% wage increase.

159c. Effective the pay period beginning December 30, 2028, employees will receive an additional 1% wage increase.

159d. Effective the pay period beginning July 1, 2029, employees will receive an additional 2% wage increase.

159e. Effective the pay period beginning December 29, 2029, employees will receive an additional 1% wage increase.

159f. Effective the pay period beginning July 1, 2030, employees will receive an additional 2% wage increase.

159g. Effective the pay period beginning December 28, 2030, employees will receive an additional 1% wage increase.

159h. Effective the pay period beginning April 5, 2031, employees will receive an additional 2% wage increase.

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

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

III.B. ADJUSTMENTS TO PAY

162. Paydays. In addition, during the term of this CBA the parties shall investigate with the Controller the possibility that Automotive Service Workers will receive Workers' compensation Benefit payments, assault pay, or other similar payments, from the SFMTA to be paid on the same day as regular Automotive Service Workers. The parties will also investigate the possibility that Automotive Service Workers, who will be leaving on scheduled vacation and who have earned vacation pay, shall be able to pick up their vacation pay from the Payroll Department in advance of leaving for vacation. Automotive Service Workers desiring such advance payments must notify payroll thirty (30) days before the vacation.

163. The Citywide Paperless Pay Policy applies to all City employees covered under this Agreement. Under the policy, 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.

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

165. 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.

166. 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.

167. Recovery of Overpayment. The SFMTA shall recover salary overpayment according to the Controller's policies and procedures. The SFMTA shall not deduct any amounts from an employee's salary without the employee's authorization. However, if the employee does not authorize such deduction, the SFMTA shall offer the employee the option of a hearing, then pursue legal action to collect the overpayment if appropriate. Should recovery of overpayment of salary or wages be necessary, the Controller or its designee the Payroll Division, will make every attempt to minimize the hardship for the employee.

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

169. 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.

170. 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.

171. 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.

III.C. WORK SCHEDULES

172. Normal Work Schedule. Employees shall work eight (8) hours within eight and one-half (8½) hours, with a one-half (½) hour unpaid lunch break. At the end of a shift and within the eight (8) hour work period an employee shall receive a ten (10) minute clean up period.

173. 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.

174. Except as otherwise provided in this Agreement, a unit member's work week shall be the schedule assigned to that bargaining unit member within the established work week for unit members, consisting of five consecutive days of work within a seven-day period.

III.D. ADDITIONAL COMPENSATION

175. The SFMTA and UNION 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.

176. 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. EMERGENCY CUT-OUTS

177. Emergency Cut-Outs. Employees in class 7410 Automotive Service Worker shall receive a two dollar ($2.00) per hour premium when performing emergency cut-out duties. The emergency cut-out duties premium shall be paid for situations occurring on private/public roadways, and must be approved by the Department.

2. LEAD PERSON PAY

178. Employees in classification 7410 designated by their supervisor or foreman in writing as lead person shall be entitled to Five and One-half (5½ %) Percent of their base hourly rate premium pay when required to plan, design, sketch, layout, detail, estimate, order material, take the lead on any job when at least three other persons are assigned or supervise non-departmental personnel (i.e. SWAP, G.A., etc.). Supervisors and foremen shall take seniority into consideration when designating lead persons. For all 7410 assigned to supervise non-departmental personnel, the Department shall provide these employees with working communication equipment for proper communication and safety reasons.

179. An employee may also receive Lead Person pay when assigned and performs the duties of Points or Meet and Greet or for any special jobs specifically designated by the Department as receiving Lead Person pay.

3. ACTING ASSIGNMENT PAY

180. Employees assigned by the Appointing Officer or 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:

a. The assignment shall be in writing.

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

c. The employee is assigned to perform the duties of a higher classification for eleven (11) consecutive days, after which acting assignment pay shall be retroactive to the first (1st) day of the assignment.

181. Claims must be filed within thirty (30) days of the date an employee was assigned to perform the duties of a higher classification.

4. SHIFT DIFFERENTIAL

182. Solely for determining the applicable shift differential, pursuant to this Section, any work shift starting between 6:00 a.m. and 8:59 a.m. shall be considered the day shift and Employees working on such shift shall be paid at the base rate of pay.

183. Any work shift starting between 9:00 a.m. and 5:59 p.m. shall be considered "shift two," a night/swing shift, and Employees working on such shift shall be entitled to a shift differential of ten percent (10%) above the base rate of pay.

184. Any work shift starting between 6:00 p.m. and 5:59 a.m. shall be considered "shift three," a midnight/graveyard shift, and Employees working on such shift shall be paid a shift differential of fifteen percent (15%) above the base rate of pay.

185. Employees whose regular work assignment is either the swing or graveyard shift shall receive the applicable shift differential when receiving sick pay, vacation pay, lieu day or holiday pay.

5. COMPENSATORY TIME - CLASS A & B LICENSES

186. Employees in class 7410 Automotive Service Worker shall be granted compensatory time off for time spent outside their regularly scheduled assigned work schedule in obtaining a Class A or Class B California Driver's License when such a license is a condition of employment or it is required by the Appointing Officer. This provision shall not apply to time spent in preparing for tests but shall include all time spent in taking tests, medical examinations and keeping required appointments.

187. When the SFMTA or the State requires that employees covered by this CBA possess a valid California State driver's license or registration as a condition of employment, the SFMTA shall reimburse the employee for any fee involved in the renewal of said certificate, endorsement or driver's license.

6. WEEKEND PREMIUM PAY

188. For class 7410 Automotive Service Worker, when Saturday is worked as part of the scheduled forty (40) hour work week, it shall be paid at the straight time rate, with an additional premium of 12% of the base rate.

189. For class 7410 Automotive Service Worker, when Sunday is worked as part of the scheduled forty (40) hour work week, it shall be paid at the straight time rate, with an additional premium of 23.25% of the base rate.

7. PRESCRIPTION SAFETY GLASSES

190. For classifications covered by the terms of this MOU, the SFMTA agrees to provide prescription safety glasses in accordance with the SFMTA eye protection program SOP, at a cost not to exceed $200.00 per employee.

8. ATTENDANCE BONUS

191. During the second full pay period in January of each year, full-time class 7410 Automotive Service Worker shall receive an attendance bonus of $2,000.00 per year if the employee meets all of the following conditions:

a. The employee was on duty in paid status for at least 1950 hours in the previous fiscal year; and
b. The employee has no sustained discipline, i.e., a final decision by SFMTA or arbitration award if grieved, in the previous fiscal year.

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

- Regular Hours Worked
- Mandatory Overtime
- Mandatory Overtime Straight
- Time Worked on a Holiday [HPP]
- Release Time – Union
- Vacation

III.E. OVERTIME COMPENSATION & COMP.TIME

193. Employees in non-"Z" designated job classifications may be required to work hours in excess of their regularly scheduled work day and regular work week. Time worked in excess of eight hours per day or 40 hours per week shall be designated as overtime and shall be compensated at one-and-one-half times the base hourly rate which may include a night differential if applicable. Employees shall not be entitled to overtime compensation for work performed in excess of specified regular hours until they exceed eight (8) hours per day or forty (40) hours per week. 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 statutory holidays shall be considered time worked.

194. Employees in non-"Z" designated job classifications may elect to accrue compensatory time off ("CTO") in lieu of paid overtime, provided that the Appointing Officer approves that election.

195. Employees in non-"Z" designated job classifications may not earn more than one hundred twenty (120) hours of compensatory time in a fiscal year.

196. A non-"Z" classified employee who is appointed to a position in another department shall have the

employee's entire CTO balance paid out at the rate of the underlying classification prior to appointment.

197. A non-"Z" classified employee who is appointed to a position in a higher, non-"Z" or "L" designated classification or who is appointed to a position in a "Z" designated classification shall have the employee's entire CTO balance paid out at the rate of the lower classification prior to promotion.

198. Employees occupying non-"Z" designated positions shall not accumulate a balance of compensatory time earned in excess of 240 hours calculated at the rate of time and one half.

199. 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.

Overtime for 7410 at MUNI shall be distributed as follows:

200. The period of time to be considered for the equitable distribution of overtime will be from Sign-up to Sign-up. Overtime hours accumulated after one Sign-up will be returned to zero upon the day the new Sign-up goes into effect.

201. Overtime opportunities will be offered first to the employee at the top of the Overtime Availability List. Overtime opportunities will be dispersed by seniority first, then as overtime hours are accumulated by employees, the person with the least amount of overtime hours on a particular shift and section moves to the top of the list until the period is completed. Employees from other divisions may be called only after the list at the working division is exhausted. The employees from the other divisions must be called in proper order from that division's Overtime Availability List.

202. No employee shall work more than 4 hours of overtime after their regular shift unless the Overtime Availability List has been exhausted and upon the request of the employee. No employee will be assigned to work that would result in their not having 8 consecutive hours off before beginning their next regular day's assignment.

203. Scheduled overtime shall be posted at each division at least two days in advance of the actual workday. Availability forms will be accessible at all divisions. Each employee must fill out an Availability to Work Overtime form and submit it to the supervisor or UNION Steward weekly or not less than 2 days prior to the day on which the employee is requesting to work, EXCEPT Sunday and Monday work must be received by 12:00 noon on the preceding Friday.

204. Employees contacted by telephone to come in immediately must report to the supervisor within one hour from the time of the call.

205. Each division's UNION representative is responsible for maintaining the overtime availability lists and distributing it to the supervisors.

206. An employee who is on the Overtime Availability List must call the shop at the earliest available time, and no later than one hour before being scheduled to work, if the employee becomes unavailable to work overtime.

207. An employee will be charged with a "no-show" for the first failure to report for scheduled overtime. Any repeat "no-shows" within a 30-day period will bar that employee from the Overtime

Availability List for 30 days. "No-shows" may be excused by the general superintendent upon presentation of sufficient evidence of an inability to report to work.

208. Employees with 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.

209. A regular day off does not disqualify a person from overtime, but rather, upon the employee's return to work, they will be asked again based on the rotation chart.

210. 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, that employee will be moved to the top of the list established for their next RDO.

III.F. HOLIDAYS AND HOLIDAY PAY

211. The following days are hereby declared to be holidays for employees:

212. January 1, the third Monday in January (Martin Luther King, Jr.'s Birthday), the third Monday in February (President's Day), the last Monday in May (Memorial Day), June 19 (Juneteenth), July 4, first Monday in September (Labor Day), the second Monday in October (Indigenous Peoples' Day/Italian American Heritage Day), November 11 (Veteran's Day), Thanksgiving Day, the Day After Thanksgiving, December 25, 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.

213. 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.

214. Employees assigned to seven (7) day operation departments shall be allowed another day off if a holiday falls on one of their regularly scheduled days off. Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of their days off. Employees regularly scheduled to work on a holiday which falls on a Saturday or Sunday shall observe the holiday on the day it occurs, or if required to work shall receive holiday compensation for work on that day.

215. 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 current or next fiscal year. Employees may carry over up to ninety-six (96) hours of holiday time at fiscal year end. 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.

216. Floating Holidays. In addition to the holidays listed above, the employees covered under this CBA

will receive five floating holidays. The five floating holidays may be taken on days selected by the employee subject to prior scheduling approval. Employees hired on an as-needed, part-time, intermittent or seasonal basis shall not receive the five floating holidays.

217. Floating Holidays may be taken in hourly increments up to and including the number of hours contained in the employee's regular shift. Floating holiday hours received in one fiscal year but not used shall be carried forward to the next succeeding fiscal year. The number of floating holidays carried forward to a succeeding fiscal year may not exceed the total number of floating holidays received in the previous fiscal year. No compensation of any kind shall be earned or granted for the five floating holidays if not taken off.

218. The five floating holidays shall not be considered holidays for purposes of calculating holiday compensation for time worked.

219. 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.

III.G. JURY DUTY

220. 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.

221. 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.

222. 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.

223. 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.H. SALARY STEP PLAN AND SALARY ADJUSTMENTS

224. 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.

225. 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's salary adjusted to that step in the promotive class as follows:

226. The EMPLOYEE shall receive a salary step in the promotive class which is closest to 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.

227. For purpose of this Section, appointment of an EMPLOYEE as defined herein to a position 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.

228. 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.

229. 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:

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

231. Loss of compensation would result if appointee accepts position at the normal step; or

232. A severe, easily demonstrated and documented recruiting and retention problem exists, or

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

4. Reappointment Within Six Months.

234. 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.

235. 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.

236. 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.

237. 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.

238. 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.

239. 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.

240. 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.

241. 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.

242. 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.

243. 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.I. METHODS OF CALCULATION

244. 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.

245. 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.J. SENIORITY INCREMENTS

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

247. 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.

248. 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.

249. 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.

250. 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 or six months, whichever is applicable.

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

252. 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.K. SICK LEAVE WITH PAY

253. Sick leave will be granted, accumulated, and used in accordance with applicable provisions of the Charter (Section 8.363), the Administrative Code (Section 16.17), CSC Rules and departmental rules and policies.

254. 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.

255. 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.

256. If an employee will not be at work on the employee's regularly scheduled day, the employee must notify the employee's supervisor not later than one (1) hour before the start of the employee's shift. If the employee's supervisor is not available, then the employee should call the contact person designated by the supervisor within the shop/unit. Only in the event that the employee is unable to reach the supervisor and the shop/unit contact person should the employee call the Department's designated secondary contact. All time actually worked by each employee shall be maintained on the Foreman's Time Report.

257. 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.

258. 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.

259. The SFMTA may investigate suspected abuse of sick leave and may bring charges against any employee who willfully abuses the sick leave rules. Particular attention will be paid to patterns of absence.

260. Additional sick leave procedures may be promulgated by the Department after complying with the meet and confer requirements of the Meyers-Milias-Brown Act.

III.L. BEREAVEMENT LEAVE

261. For informational purposes only, Civil Service Rule 420.6.3 provides for bereavement leave. The Civil Service Rules are available on the Civil Service Commission's website.

III.M. WORKER'S COMPENSATION

262. 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.

263. 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.

264. 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.

265. 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.

266. 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.

267. 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.

268. Return to Work. 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.

269. 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.

270. Return To Work Medical Release Requirement. 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.N. STATE DISABILITY INSURANCE (SDI)

271. 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.O. LONG TERM DISABILITY INSURANCE

272. 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.P. VACATION

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

III.Q. HEALTH AND WELFARE

EMPLOYEE HEALTH CARE

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

Employee Only:

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

Employee Plus One:

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

Employee Plus Two or More:

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

Contribution Cap:

278. (D). In the event HSS eliminates access to the current highest cost plan for active employees, the City contribution under this agreement for the remaining two plans shallnot be affected.

Average Contribution Amount:

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

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

281. CONTRIBUTIONS WHILE ON UNPAID LEAVE. As set forth in Administrative Code Section 16.701(b), covered employees who are not in active service for more than twelve 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.R. RETIREMENT

282. All employees shall pay their own employee retirement contribution to SFERS pursuant to the City Charter.

283. 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.

284. Any SFMTA pick-up of employee's retirement contribution 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.

285. 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 the UNION's retirement benefits shall be the date such improvement are ratified in the other Miscellaneous employees' collective bargaining agreement.

286. Retirement Seminar Release Time. 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.

287. 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.

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

III.S. TUITION REIMBURSEMENT

289. The SFMTA agrees to allocate one thousand two hundred fifty dollars ($1,250.00) per each year of this agreement to the Tuition Reimbursement Program for the exclusive use of classifications represented hereunder. Employees in said classifications may not receive more than two hundred fifty dollars ($250.00) per fiscal year from this special allocation. The Union shall be sent a quarterly report of the persons who have applied for tuition reimbursements, purpose of reimbursement, and monies allocated.

290. 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.

291. Expenses. The SFMTA will reimburse each eligible Employee up to $250.00 per fiscal year for tuition, books, supplies, and other fees for such course if attendance has been approved in advance. The SFMTA will attempt to make such payment promptly upon the Employee's submission of proof of satisfactory completion of the course with a passing grade. If the course is not graded, or is not a credited course, an official transcript or other official document shall be deemed evidence of satisfactory completion.

292. 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.

293. Repayment. If an employee resigns from the SFMTA within two (2) years following completion of the courses for which tuition reimbursement was used to fund, the amount of tuition reimbursement shall be repaid by the Employee to the SFMTA by cash payment or out of the Employee's last pay warrant or, if applicable retirement earnings.

III.T. VOLUNTEER PARENTAL RELEASE TIME

294. 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).

295. 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.U. FITNESS FACILITY FEES

296. 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.

III.V. LIFE INSURANCE

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

298. For informational purposes only, the Health Service System currently offers supplemental life insurance. Information regarding supplemental life insurance and other supplemental Health Service System benefits can be found on the Health Service System website. This Section providing life insurance under this Agreement does not prevent represented employees from purchasing, at their own expense, supplemental benefits through the Health Service System.

ARTICLE IV - WORKING CONDITIONS

IV.A. SAFETY EQUIPMENT

299. 1. The Department shall designate rules and regulations governing field safety measures.

300. 2. The SFMTA agrees to meet and confer, in accordance with Meyers-Milias-Brown and the SFMTA Employee Relations Operating Resolution, with the UNION, upon their request, prior to the introduction of new equipment regarding health and safety concerns on the use of such new equipment to be used by 7410 Automotive Service Workers.

301. 3. Safety and security will be given priority as a topic for JLMB discussions.

IV.B. PROTECTIVE CLOTHING

302. 1. Foul Weather Clothing. The SFMTA agrees to provide one set of insulated rain gear, consisting of a pair of bib-overalls and a parka with a hood to all employees working in classification 7410 Automotive Service Worker to be worn while performing their normal work duties. Each employee in the aforementioned classification will receive one set of rain gear no later than October 31, 2001, and thereafter on an as needed basis to replace rain gear that has been damaged or stolen. The cost of the rain gear shall be paid by SFMTA.

303. 2. The SFMTA shall provide protective clothing and equipment for the health and safety protection of employees on the job. Such protective clothing shall include rubber boots if requested by the employee and if needed for protection to shoes due to the employee's working environment.

304. 3. For each Maintenance Worker required to wear safety shoes, SFMTA shall provide a cash allowance of two hundred and fifty dollars ($250) annually toward the cost of acquiring two (2) pairs of SFMTA-approved safety shoes and related supplies. SFMTA shall provide the cash allowance during January of each fiscal year for the term of the agreement. For those Maintenance Workers hired after the provision of the January cash allowance, arrangements will be made to provide a cash allowance or voucher for the acquisition of two (2) pairs of SFMTA-approved safety shoes and related supplies.

305. 4. When employees working in classifications covered by this Agreement start their employment, the SFMTA agrees to provide a total of eleven (11) clean protective uniforms, selected by employees in some combination of the following: (a) coveralls, (b) bib overalls, or (c) work pants and shirts). On an annual basis, employees may select a different combination of protective uniforms. Employees must wear a protective uniform while working. In addition, the SFMTA will provide two work jackets to new employees at the start of their employment and to each current employee no later than October 1, 2019. The cost of furnishing and laundering protective uniforms and jackets shall be paid by the SFMTA.

306. 5. The employee is responsible for safeguarding protective uniforms and jackets issued to the employee and will be held responsible for the value of any protective uniforms and jackets lost, stolen or damaged beyond fair wear and tear. Evidence of forced entry to an employee locker will be grounds for relieving an employee of responsibility for stolen protective uniforms and jackets. Responsibility for losses of individual sets of protective uniforms and jackets will be determined by the worker's supervisor on a case-by-case basis.

307. 6. The parties recognize that technological changes may result in new products and standards ensuring the protection of employees. Upon request by the UNION, the SFMTA and UNION will meet and discuss the question of what protective clothing and equipment should be utilized by employees. Any results of such discussions will be referred to appropriate control agencies

5. Damaged or Stolen Property

308. 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.

309. 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.

ARTICLE V – SCOPE

V.A. SAVINGS CLAUSE

310. 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

311. 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.

312. 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.

313. 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.

314. 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.

315. It is understood and agreed that no new economic benefits for FY 2010-11 shall become effective prior to December 21, 2010; provided as follows:

316. (a) in the event the San Francisco Municipal Transportation Agency negotiates to improve an economic benefit that becomes effective between July 1, 2010, through December 30, 2010, inclusive, for any other miscellaneous City and County officers or employees employed in the SFMTA, that economic benefit will be extended to the Union's represented employees in a manner consistent with the overall economic agreement between the and the union with which it previously agreed;

317. (b) in the event that an arbitration panel acting under the authority of Charter Section A8.409-4 awards another union representing miscellaneous employees employed in the SFMTA an economic benefit that becomes effective between July 1, 2010 through December 30, 2010, the SFMTA shall allow the Union to reopen its MOU solely for the purpose of proposing that its represented employees should receive an economic benefit in FY 2011-12, in light of the arbitration panel's award on behalf of the other miscellaneous labor organization. Such reopener, if any shall commence in January 2011, and shall be subject to the timelines and the Charter factors set forth in Charter Section A8.409. By entering into this agreement, the SFMTA is not conceding that the Union is or should be entitled to

a remedy in the event another union receives an economic benefit for the time period described above. The parties also acknowledge that any economic increases so awarded that are based on market - based adjustments or reflect premiums for specific work functions are not necessarily applicable to any other group of employees or to other unions, adjustments or reflect premiums for specific work functions are not necessarily applicable to any other group of employees or to other unions.

318. (c) that economic benefits negotiated for or awarded to non-A8.409 employees, so- called "miscellaneous safety", or employees whose retirement is with the California Public Employees' Retirement System are exempt from this Section and do not trigger subsections (a) and (b), above; and

319. (d) that any economic benefits negotiated or awarded that become effective on or prior to June 30, 2009, are exempt from this Section and do not trigger subsections (a) and (b), above.

V.C. DURATION OF AGREEMENT

320. 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 MOU 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 250A

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

APPENDIX D

EMPLOYEE ASSISTANCE PROGRAM AND PEER COUNSELING PROGRAM

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

A. OVERVIEW OF EAP PROGRAM

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

EAP's offer assistance by helping employees assess and identify 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 PeerAssistants, or through a supervisory referral based on job performance. Participation in the EAP isvoluntary.

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

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

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

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

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

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

- Train Union (including Union representatives and any other Union officials), supervisory and management staff to develop the knowledge and skills necessary to effectively utilize the program in the performance of their responsibilities.

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

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

- Provide referral services to professional community resources for treatment and/orassistance, 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, threatsand/or accidents) that occur while on duty.

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

- Develop Critical Incident Program Policies and Procedures.

- Provide Critical Incident Case management, including:

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

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

B. ORGANIZATION

(1) The Joint Labor-Management Committee:

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

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

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

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

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

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

(2) Substance Abuse Program:

The SFMTA General Manager or designee will manage all aspects of the FTA-mandated

Substance Abuse Program. The SFMTA General Manager or designee shall have appointing and removal authority over all personnel working for the Substance Abuse Program personnel and shall be responsible for the supervision of the SAP.

(3) EAP Services:

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

(4) The Peer Assistance System:

(a) Structure:

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

(b) Peer Assistance Oversight Committee:

This Committee, composed of one representative from Locals 250A, 200, 6, 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 and administrative 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 pursue training and education toward certification as a drug and alcohol counselor

OR

- A MUNI employee who was a former substance abuser who has been clean and sober for at least two years and who continues to participate in a twelve step 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 the management

AND

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

(e) Duties:

- Assist employees in accessing the Voluntary Substance Abuse Program and EAP.
- Provide on-going support and case management for clients in the Voluntary Substance Abuse Program.
- Abide by state and federal confidentiality laws.

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

(f) Staffing:

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

(g) Volunteer Peer Assistants:

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

(h) Functions:

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

(i) Civil Service Commission Approval:

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

C. PAY STATUS DURING VOLUNTARY SELF-REFERRAL TREATMENT

Voluntary Substance Abuse Program

(1) An employee who has a drug and/or alcohol abuse problem and has not been selected for drug and/or alcohol testing can voluntarily refer themselves to the EAP for treatment. The EAP will evaluate the employee and make a specific determination of appropriate treatment. An employee who has completed two rehabilitation programs may not elect further rehabilitation under this program.

(2) In the case of the up to two voluntary, employee-initiated referrals, the SFMTA will pay the employee the difference between the employee's SDI benefits, use of accrued paid leaves, and any catastrophic illness benefits, and the employee's regular hourly base pay, for up to the eight hours per day for full-time employees and up to three hours per day for part-time employees, up to a maximum of 21 work days during a five-year period. This provision shall not apply in the event the employee does not receive SDI benefit payments or during the follow-up period established by the SAP after a positive test.

D. NON-PAID STATUS DURING TREATMENT AFTER POSITIVE TEST

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

E. EDUCATION AND TRAINING

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

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

F. CONFIDENTIALITY

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

G. FUNDING

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

H. SPECIAL PROVISIONS

Any proposed discipline resulting from the FTA Drug and alcohol testing program shall be in accordance with the MOUs, as amended June 12, 1995. The SFMTA 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.

RETIREMENT HEALTH BENEFITS – FUNDING

The SFMTA and the Union 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, the Union 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.

SIDE LETTER

IV. Working Conditions

Effective July 1, 2012, the parties agree to remove the Appendix A from the Collective Bargaining Agreement. For Employees in Classification 7410 who are hired on or after that date, they will be provided a copy of the 7410 civil service job description (or specification) and list of typical duties relating to shop trucks, minor repairs, preventive maintenance, and road call services upon appointment or at the time of their initial performance review meetings. Employees are further required to sign off acknowledging receipt of these documents. The City reserves the right to amend any job duties as it deems necessary after meeting and conferring with the Union.

Current 7410's shall receive a copy of the list of typical duties relating to shop trucks, minor repairs, preventative maintenance, and road call services upon ratification of the Agreement.

UNION ACCESS TO NEW EMPLOYEES PROGRAM

A. Purpose

The purpose of this agreement is to memorialize the rights and obligations of the City and the Union in accordance with CA Government Code Sections 3555-3559, through the creation of a single, City-wide Union Access to New Employees Program applicable to all City Agencies and all City Employee Unions.

II. Notice and Access

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

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

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

C. Notice

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

2. Notice of Schedule: For any NEO that takes place on a regular, recurring schedule, the sponsoring Department shall be responsible for providing annual notice to the Union. For NEOs that are not offered on a regular, recurring schedule, the sponsoring Department shall provide no less than ten (10) business days' notice. Said notices shall be provided by email, to the Union NEO Coordinator. This requirement shall apply to all NEOs in which City personnel provide newly-hired employees with information regarding employment status, rights, benefits, duties, responsibilities, or any other employment-related matters.

3. Notice of Enrollment: Notice shall include a list of new employees represented by the Union scheduled to attend the NEO. If practical, the City agrees to provide additional identifying information including, but not limited to, classification and department. Six months from enactment, in the event the City is unable to provide classification and department information in the Notice of Enrollment, the Union can reopen this Agreement for the sole purpose of meeting and conferring over the identifying information provided in this Section II.C.3 Notice of Enrollment. Said meeting and conferring shall not be subject to the impasse procedures in Government Code Section 3557. The Department sponsoring the NEO shall

provide the foregoing information no less than five (5) business days prior to the NEO taking place. The Department will make best efforts to notify the Union NEO Coordinator of any last-minute changes. Onboarding of individual employees for administrative purposes is excluded from this notice requirement.

D. Citywide and Departmental NEOs: New employees in those Departments identified in Attachment A shall attend a citywide NEO, sponsored by the Department of Human Resources. This citywide NEO shall take place at minimum on a monthly basis. Departments identified in Attachment B will conduct respective Departmental NEOs. At the City's discretion, Departments may be added to or removed from either Attachment A or Attachment B. For the citywide NEO, DHR will adhere to the Department notice requirements in Section C., above. The City will provide the Union with thirty (30) calendar days' notice prior to moving a Department from Attachment A to B, or vice versa. Every City Department shall be listed on either Attachment A or Attachment B.

E. Access and Presentation: At all NEOs, the Union shall be afforded thirty (30) minutes to meet with represented new employees who are present, unless the Union's Memorandum of Understanding (MOU) provides for more than thirty (30) minutes. The right of the Union to meet with newly-hired employees is limited to only those employees whose classifications fall within the Union's bargaining unit. The City shall ensure privacy for the Union's orientation, and it shall take place without City representatives present. This requirement can be met by providing either a private room or a portion of a room with sufficient distance from other activities in the room to limit disruption. The Department responsible for scheduling the NEO shall be responsible for including Union presentations on the agenda. The Union's presentation shall occur prior to any meal break and will not be conducted during a scheduled break time. One (1) of the Union's representatives may be a Union member designated by the Union. Such member(s) shall be released to attend under the terms and conditions specified in the MOU. If not otherwise provided for in the MOU, the Union may request release of a Union-designated member to attend the NEO. Release time shall not be unreasonably withheld. Said request shall be made to the Employee Relations Division no less than three (3) business days in advance of the scheduled NEO. The Union agrees to limit its presentation to only those matters stated in Section H., below.

F. Alternate Procedures: In the event the Union identifies one or more new employees who did not attend the Union's presentation as described in Section E., above, the Union may contact the Departmental NEO coordinator to schedule a mutually-agreeable fifteen (15) minute time slot for the Union to meet privately with the new employee(s). If the number of such identified employees is five (5) or more at a particular location, the Union NEO Coordinator and Departmental NEO Coordinator will work together to schedule a mutually agreeable thirty (30) minute time slot for the private meeting. One (1) of the Union's representatives may be a Union member designated by the Union, and such member shall be released to attend under the terms and conditions specified in the MOU. If not otherwise provided for in the MOU, the Union may request release of a Union-designated member as provided for in Section E., above. This alternate procedure shall also apply to any employee who has promoted or transferred into the bargaining unit.

1. The Union NEO Coordinator shall coordinate with the new employee(s) referenced in the preceding paragraph and the Departmental NEO Coordinator to schedule a fifteen (15) minute meeting during normally scheduled hours, which shall not be during employee's break or meal period, for the Union representative(s) to meet privately with, and provide materials and information to, the new employee(s). City representatives shall not be present during said meeting. The Union agrees to limit its

presentation to only those matters stated in Section H.,below.

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

3. Department of Elections: Any new employee of the Department of Elections who is classified as Temporary Exempt (Category 16), whose duration of appointment is one (1) pay period or less, and works on an as-needed work schedule will receive written materials provided by the Union in lieu of attending a Citywide or Departmental NEO, a private meeting with the Union as provided for in Section F., above, or a Periodic Union Orientation as provided for in Section G., below.

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

The following Departments shall maintain existing Union orientation arrangements: Department of Emergency Management; Sheriff's Department; and Police Department.

The 311 Customer Service Call Center shall maintain existing practice with respect to Union access to 311 Customer Service Agent Training.

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

III. Data Provisions

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

IV. Hold Harmless

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

ATTACHMENT A

Adult Probation
Arts Commission
Asian Art Museum
Airport Commission
Board of Appeals
Board of Supervisors
Office of Economic & Workforce Development
California Academy of Sciences
Child Support Services
Children, Youth and Their Families
City Attorney's Office
City Planning Department
Civil Service Commission
Commission on the Status of Women
Department of Building Inspection
Department of Environment
Department of Elections
Department of Homelessness
Department of Human Resources
Department of Police Accountability
Department of Technology
District Attorney's Office
Ethics Commission
Fine Arts Museum
Fire Department (Non-Sworn)
General Services Agency
Health Service System
Human Rights Commission
Juvenile Probation Department
Library
Mayor's Office
Office of the Assessor-Recorder
Office of the Controller
Office of the Treasurer/Tax Collector
Port of San Francisco
Public Defender's Office
Rent Arbitration Board
SF Children and Families Commission
SF Employees' Retirement System
War Memorial & Performing Arts

ATTACHMENT B

Airport
Department of Emergency Management
Department of Public Health
San Francisco Public Works
Human Services Agency
Municipal Transportation Agency
Public Utilities Commission
Recreation & Parks Department
Police Department (Non-Sworn)

ATTACHMENT C

Rates Effective July 1, 2024, through January 3, 2025

Step	1	2	3	4	5
Hourly	$36.4750	$38.2875	$40.2250	$42.2125	$44.3250

Rates Effective January 4, 2025, through June 30, 2025

Step	1	2	3	4	5
Hourly	$37.0250	$38.8625	$40.8250	$42.8500	$44.9875

Rates Effective July 1, 2025, through January 2, 2026

Step	1	2	3	4	5
Hourly	$37.7750	$39.6375	$41.6500	$43.7125	$45.8875

Rates Effective January 3, 2026, through June 30, 2025

Step	1	2	3	4	5
Hourly	$38.3375	$40.2375	$42.2750	$44.3625	$46.5750

Rates Effective July 1, 2026, through January 1, 2027

Step	1	2	3	4	5
Hourly	$39.1000	$41.0375	$43.1250	$45.2500	$47.5125

Rates Effective January 2, 2027, through June 30, 2027

Step	1	2	3	4	5
Hourly	$39.8875	$41.8625	$43.9875	$46.1500	$48.4625

Rates Effective close of business June 30, 2027**through December 31, 2027**

Step	1	2	3	4	5
Hourly	$40.8875	$42.9125	$45.0875	$47.3000	$49.6750

Rates Effective January 1, 2028 through June 30, 2028

Step	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**
Hourly	**TBD**	**TBD**	**TBD**	**TBD**	**TBD**

Rates Effective July 1, 2028 through December 29, 2028

Step	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	TBD	TBD	TBD	TBD	TBD

Rates Effective December 30, 2028 through June 30, 2029

Step	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	TBD	TBD	TBD	TBD	TBD

Rates Effective July 1, 2029 through December 28, 2029

Step	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	TBD	TBD	TBD	TBD	TBD

Rates Effective December 29, 2029 through June 30, 2030

Step	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	TBD	TBD	TBD	TBD	TBD

Rates Effective July 1, 2030 through December 27, 2030

Step	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	TBD	TBD	TBD	TBD	TBD

Rates Effective December 28, 2030 through April 4, 2031

Step	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	TBD	TBD	TBD	TBD	TBD

Rates Effective April 5, 2031

Step	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	TBD	TBD	TBD	TBD	TBD

ATTACHMENT 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 Director

Najeeb N. Khoury

3/26/24

Ardis Graham, ERD Director

3/26/24

Carol Isen, DHR Director

ML

KD

K. C.

ATTACHMENT E

CONTRACT EXTENSION, LETTER OF AGREEMENT

SFMTA NEGOTIATIONS 2027

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

Transport Workers Union, Local 250A, Automotive Service Workers (7410) - 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.

SFMTA

SFMTA NEGOTIATIONS 2027

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		FOR THE UNION	
	October 23, 2026	Pete Wilson	October 23, 2026
Julie Kirschbaum Director of Transportation	Date	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

ATTACHMENT F

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND TRANSPORT WORKERS' UNION LOCAL 250A (7410 – AUTOMOTIVE SERVICE WORKERS) LABOR MANAGEMENT COMMITTEE LETTER OF AGREEMENT

1. **The San Francisco Municipal Transportation Agency ("SFMTA") and the Transport Workers' Union ("TWU") Local 250A (7410 Automotive Service Workers) (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 4. There shall be no monetary remedies for any violation of this Letter of Agreement.

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

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