



**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY**

**AND**

**THE TRANSPORT WORKERS' UNION, AFL-CIO, LOCAL 200**

**FOR SERVICE CRITICAL CLASSIFICATIONS  
AT THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY**

**July 1, 2019 - June 30, 2022**

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## **PREAMBLE**

1. This Collective Bargaining Agreement (herein referred to as “CBA”), has been developed jointly by the San Francisco Municipal Railway (herein referred to as “MUNI”), under the authority of the San Francisco Municipal Transportation Agency (hereinafter referred to as SFMTA), and the Transport Workers Union of America, AFL-CIO, Local #200 (hereinafter referred to as “Local 200”).

## **ARTICLE I: REPRESENTATION**

### **I.A. RECOGNITION**

2. The SFMTA acknowledges that Local 200 has been certified as the recognized employee representative pursuant to the provisions of the Employee Relations Operating Resolution (EROR) for the following classifications and bargaining units:

- 1773 Media Training Specialist
- 7412 Automotive Service Worker Assistant Supervisor
- 8121 Fare Inspections Supervisor/Investigator
- 9135 Passenger Service Specialist
- 9136 Transit Training Specialist
- 9139 Transit Supervisor I
- 9140 Transit Manager I
- 9141 Transit Manager II
- 9144 Investigator, Taxi & Accessible Services
- 9150 Train Controller
- 9152 Transportation Controller Trainee
- 9153 Transportation Controller
- 9160 Transit Operations Specialist
- 9520 Transportation Safety Specialist

3. The terms and provisions of this CBA shall also be automatically applicable to any classification which is accreted to an existing unit covered by this CBA during its term. This Agreement shall not automatically extend to new bargaining units for which Local 200 has gained representation or established a representative status through affiliations or service agreements. Said employees covered by the terms and provisions of this CBA are hereinafter referred to as “employee(s),” singular or plural as the context so indicates. The term “employee” as used hereinafter in this agreement refers to a person included in the above defined bargaining unit. Employees are presumed to have either supervisory and/or managerial positions.

**I.B. NO STRIKE**

4. The Union and each member of the bargaining unit covenant and agree not to threaten to initiate, engage in, cause, instigate, encourage, or condone a strike, work stoppage, slowdown, or absenteeism or to threaten to engage in such activity. 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.
5. Union's Duty. If unit members engage in any of the activities described above, SFMTA shall inform the Union and the Union shall affirmatively advise all employees that such activity is in violation of this Agreement, and may result, among other, in damages being assessed against the Union and discipline, up to and including dismissal, being implemented against the employees engaged in such activities.

**I.C. OBJECTIVE OF THE SFMTA AND ESSENTIAL ROLE PERFORMED BY SERVICE-CRITICAL CLASSES IN THE LOCAL 200 BARGAINING UNIT**

6. The most efficient, effective, and courteous delivery of MTA services is of paramount importance to the MTA and its employees and is recognized to be a mutual obligation of the parties to this CBA within their respective roles and responsibilities.

**I.D. MANAGEMENT RIGHTS**

7. Nothing herein shall be construed to restrict the rights of SFMTA and the City to manage their operations and to exercise all management prerogatives, including but not limited to the right:
  - a. to determine the merits, necessity, and organization of any service or activity the SFMTA may provide;
  - b. to determine the type, kind, and level of service to be provided, and the equipment and technology to be used;
  - c. to maintain an efficient operation;
  - d. to determine the procedures and standards for the selection, continued employment and promotion of employees;
  - e. to direct, transfer, assign, discharge, and discipline employees, as provided in Article II of this agreement;
  - f. to determine the content of job classifications;
  - g. to fix operating and personnel schedules;
  - h. to implement layoffs;
  - i. to determine workloads;
  - j. to carry out their managerial responsibility to operate the transit system safely, efficiently and economically; and

- k. to take all necessary actions to carry out its mission during emergencies.
- 8. Although the management rights listed above may be limited otherwise by the Meyers-Milias-Brown Act, the San Francisco Charter, the San Francisco Civil Service Rules, the San Francisco Administrative Code, and other applicable laws and regulations, for purposes of this Agreement, the management prerogatives listed in Management Rights shall only be circumscribed by the specific limitations contained in other sections of this Agreement. Nothing in this Agreement shall be construed as to make any management right, or the exercise thereof, subject to the grievance procedure.
- 9. All classifications included in the Local 200 bargaining unit are “service critical” as defined by Charter section 8.104(e).
- 10. It is understood and agreed that except as specifically set forth in this agreement the MTA retains all of its powers and authority to manage municipal services and the work for performing those services.
- 11. The exercise of these rights shall not be subject to the grievance procedure. However, the exercise of such rights does not preclude employees from utilizing the grievance procedure to process grievances regarding the practical consequence of any such actions on wages, hours, benefits or other terms and conditions of employment specified in this Agreement.

**I.E. UNION RIGHTS**

- 12. Local 200 may select one steward and/or alternate steward in each department or bureau or facility in which employees covered by this CBA are working. A steward shall only deal with grievances within or related to the steward's department, bureau or facility.
- 13. The President of TWU Local 200 shall be granted four (4) hours of paid release time as determined by SFMTA from the President’s regular scheduled shift each day. In the event of a long-term absence, or emergency situation, that prevents the President from using these hours, the President may designate another member to perform the functions outlined in this paragraph. The President must provide reasonable notice identifying this designee and this designee must obtain prior approval from Labor Relations. As determined by SFMTA, if an emergency occurs or service needs dictate, the President, or designee, will be asked to perform their regular duties and the four (4) hours paid release time will be reduced or not granted for that day.
- 14. During this City paid release time, the TWU Local 200 President, or designee, shall engage only in the following activities: (1) preparing for and participating in meet and confer or consultation with the representatives of the SFMTA on matters relating to employment conditions and employee relations, including wages, hours and other terms and conditions of employment; and (2) investigating or processing grievances or appeals. The TWU Local 200 President, or designee, shall not participate in any other activity, including but not limited to political activity during this City paid release time. The TWU 200 President, or designee, shall provide documentation to the SFMTA certifying that during each pay period, the TWU 200 President, or designee, used all City paid release time only for authorized purposes. The TWU 200 President, or designee, shall provide this certification at the conclusion of each

pay period. Use of the paid release time for unauthorized purposes may result in disciplinary action, up to and including termination of employment. Such release time will be provided for the purpose of promoting and building morale among employees and addressing matters within the scope of representation with the SFMTA.

15. Local 200 shall furnish the MTA with an accurate list of shop stewards. Local 200 may submit amendments to this list at any time because of the permanent absence of a designated shop steward. If a shop steward is not officially designated in writing, by Local 200, none will be recognized. When employees are selected, substituted, or replaced as stewards, the organization's duly authorized representative shall inform in writing the department head or officer under whom each selected employee member is employed.
16. Local 200 and the MTA recognize that it is the responsibility of the shop steward to assist in the resolution of grievance or disputes at the lowest possible level.
17. Official Representatives and Executive Board Members shall be allowed time off from their duties without loss of pay for the purpose of meeting and conferring in good faith or consulting with representatives of the SFMTA and the SFMTA Board on matters within the scope of representation.
18. Release time shall be provided for TWU local 200 Executive Board Members and official representatives to participate in disciplinary meetings, handle grievances meet and confer sessions, and other labor relations matters within the scope of representation with SFMTA, Civil Service, and the City and County of San Francisco.
19. Release time shall not unreasonably be denied. Approval of release time will be from the Labor Relations staff assigned to TWU Local 200; final approval will be from the Director, Transit Operations.
20. In handling grievances or disciplinary matters, the shop steward shall have the right to:
  - a. Consult with the affected employee regarding the presentation of a grievance after the employee has requested the assistance or presence of the shop steward.
  - b. Present to a supervisor a grievance, which has been requested by an employee or group of employees, for resolution or adjustment.
  - c. Investigate any such grievance so that such grievance can be properly discussed with the supervisor or the designated representative.
  - d. Attend meetings with supervisors or other MTA representatives when such meetings are necessary to adjust grievances or represent employees in disciplinary matters. In scheduling meetings, TWU Local 200 shall give reasonable consideration to the operating needs of SFMTA and the public we serve and the respective responsibilities of service. TWU Local 200 shall notify the direct supervisor of the scheduled meetings in advance of the meetings. Except for emergencies, notification shall be no less than two (2) working days.

- e. In emergency situations, where immediate disciplinary action may be taken because of violation of law or a MTA or departmental rule (theft, etc.), the shop steward shall, if possible, be granted immediate permission to leave the shop steward's post of duty to assist the employee.
- 21. Shop stewards shall not interfere with the work of any employee.
  - 22. Stewards shall receive timely notice of departmental orientation sessions and shall be permitted to make appearances at departmental orientation sessions, in order to distribute Local 200 materials and to discuss employee rights and obligations under this CBA. Local 200 and the Department may agree to other arrangements for contact between stewards and new employees.
  - 23. Employee Representatives. Pursuant to the Meyers-Miliias-Brown Act and Employee Relations Operating Resolution (EROR):
    - a. A reasonable number of officers, stewards and representatives of Local 200 may attend during working hours with no loss of pay, meetings scheduled with representatives of the MTA Appointing Officer for the purpose of meeting and conferring required by law.
    - b. Release time for meetings with MTA on other matters of employer/employee relations shall be limited to matters within the scope of negotiations or matters on which MTA has agreed to meet and consult.
  - 24. Information Requests. In response to TWU, Local 200's written request for information, the SFMTA will provide to the TWU Local 200 all necessary and relevant information. The Public Employment Relations Board ("PERB") standards shall define both the meaning of "necessary and relevant" and the parties' duty to negotiate over the mechanics and cost of providing the necessary and relevant information.

#### Union Access

- 25. The Union shall have reasonable access to all work locations to verify that the terms and conditions of this Agreement are being carried out and for the purpose of conferring with employees, provided that access shall be subject to such rules and regulations immediately below, as well as to such rules and regulations as may be agreed to by the department and the union. Union access to work locations will not disrupt or interfere with a department's mission and services or involve any political activities.
- 26. Union representatives shall also have a reasonable right of access to non-work areas (employee lounges and break rooms), and to hallways, in order to reach non-work areas, to verify that the terms and conditions of this Agreement are being carried out and for the purpose of conferring with employees.



27. Union representatives must identify themselves upon arrival at an SFMTA department. Union representatives may use SFMTA meeting space with a reasonable amount of notice, subject to availability.
28. In work units where the work is of a confidential nature and in which the SFMTA requires it of other non-employees, the SFMTA may require that union representatives be escorted by an SFMTA representative when in areas where said confidential work is taking place.
29. Nothing herein is intended to disturb existing written departmental union access policies. Further, the SFMTA may implement additional rules and regulations after meeting and conferring with the Union.
30. 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.

#### **I.F. GRIEVANCE PROCEDURE AND THE DISCIPLINE PROCESS**

31. The authorized Grievance Procedure is as follows:

The following procedures are adopted by the parties to provide for the orderly and efficient disposition of grievances. These shall be the sole and exclusive procedures for resolving grievances as defined in this Agreement.

##### **A. Definition Of A Grievance**

32. A grievance shall be defined as any dispute or allegation by an employee, a group of employees or the Union involving the interpretation or application of this Agreement, including discipline and discharge of employees. The employee, group of employees or the Union shall be referred to as the “grievant.”
33. A grievance does not include the following:
  - a. All civil service rules excluded pursuant to Charter Section A8.409-3.
  - b. The SFMTA’s exercise of its management rights.

##### Time Limits And Extensions

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

35. The time limits in this grievance procedure may be extended by mutual agreement of the parties. Any such extension must be confirmed in writing. A “working day” shall be defined as any Monday through Friday, excluding legal holidays granted by the City and County of San Francisco and SFMTA.
36. The time between the steps of the grievance procedure may be extended by mutual agreement. The parties agree that if either party misses a time limit delineated in this Section, the grievance shall progress immediately to the next step of the grievance procedure. At the arbitration, either party may present evidence of any failure on the other party's part to comply with the grievance deadlines.
37. The parties may mutually agree that a grievance may be filed at Step 2 of the grievance procedure. Any such agreement must be confirmed in writing.

#### Statement Of A Grievance

38. A grievance shall specify:
  - a. the specific section(s) of this Agreement that is alleged to have been violated;
  - b. the facts giving rise to the alleged violation; and
  - c. the remedy requested for the alleged violation.

#### Grievance Initiation

39. Within 20 working days after the event that was the basis for the grievance, or within 20 working days of the time when the grievant reasonably should have known of the event that gave rise to the grievance, the grievant shall file the grievance at Step 1 of the grievance procedure.

#### Union Rights in Individual Employee Filed Grievances

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

### **B. Procedural Steps in Processing Grievance**

41. Informal Discussion With Immediate Supervisor

Before filing a formal written grievance, the grievant shall attempt to resolve it by scheduling an informal conference with the grievant's immediate supervisor.

42. Step 1: Formal Written Grievance (Senior Operation Manager)

Within 20 working days after the event that was the basis for the grievance, or within 20 working days of the time when the grievant reasonably should have known of the event that gave rise to the grievance, the grievant shall present a grievance, in writing to the Senior Operation Manager or designee. A representative of the Union shall be permitted to be present when the grievance is presented. If the grievant requests a meeting, the Senior Operation Manager or designee shall schedule a meeting within the five (5) working days and a representative of the Union shall be permitted to be present. The Senior Operation Manager or designee shall communicate the decision in writing to the grievant and to the Union, within ten (10) working days after receiving the grievance.

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

At any time within ten (10) working days after the Step 1 decision, the grievant or the Union may appeal the Step 1 decision, in writing, to the Manager, Employee & Labor Relations or designee. Manager, Employee & Labor Relations or designee shall conduct a meeting on the grievance within fifteen (15) working days after receipt of the appeal, and the grievant and the Union shall be given notice of the meeting and an opportunity to be heard. Within fifteen (15) working days after the meeting, the Manager, Employee & Labor Relations or designee shall render a written decision and deliver a copy of the decision to the grievant and to the Union.

44. Step 3: Binding Arbitration Level

The Union may, at any time within fifteen (15) working days after the mailing of the Step 2 decision, appeal from such decision to an arbitrator by filing written notice of the appeal with the Manager, Employee & Labor Relations or designee and arbitrator, except where the appeal is from a proposed disciplinary dismissal, in which event the appeal must be initiated within ten (10) working days of the Step 2 decision. The arbitrator shall conduct a hearing on the grievance or grievances submitted within thirty (30) working days after receipt, or such reasonable time as the arbitrator's schedule permits. The arbitrator shall have thirty (30) working days after the close of the hearing to render a decision. The parties to the binding arbitration are the SFMTA and the Union. Only the Union, not individual employee(s), may move a grievance (including a grievance regarding disciplinary action) to Step 3.

45. The arbitrator's final and binding decision shall be in writing, shall contain a factual summary of the grievance or grievances, the evidence, and the arbitrator's decision.

46. Economic Claims. Any claim for monetary relief shall not extend more than thirty (30) working days prior to the filing of a grievance. Though the resolution of disputes outside the grievance procedure is desired, it is understood by Local 200 that, in order to preserve its claims for monetary relief, it will file a grievance upon having knowledge of the aggrieved event and, should resolution outside the grievance procedure appear probable, request an abeyance of the grievance procedure time limits, as set forth in section 2, above. SFMTA will not unreasonably refuse a request for abeyance where settlement of an economic claim appears probable.

47. The Manager, Employee & Labor Relations or designee, and the Union shall endeavor to agree upon an arbitrator. Should the parties fail to reach such agreement within twenty (20) working days after the Union appeals the decision to an arbitrator, then, upon the written request of either party, the State Mediation and Conciliation Service shall send a list of five (5) arbitrators, and the parties shall select from the list by alternately striking arbitrators from the list until one arbitrator remains. The cost of the services of the impartial hearing officer shall be shared equally by the Union and SFMTA.
48. Each party shall bear its own expenses in connection with the grievance procedure, including arbitration. All fees and expenses of the arbitrator and court reporter and report, if any, shall be borne and paid in full and shared equally by the parties.

#### Expedited Arbitration Procedures

49. By mutual agreement, the parties may agree to submit any grievance to expedited arbitration. If the parties agree to expedited arbitration, the arbitrator shall be selected as follows:
50. By agreement of the parties, or,
51. The parties may request a list of five (5) arbitrators from the State Mediation and Conciliation Service and alternately strike an arbitrator until one arbitrator remains. The decision of which party shall strike first shall be determined by a coin toss.
52. If the parties elect to submit a grievance to expedited arbitration, closing arguments shall be presented orally, unless the parties agree to submit written briefs. For expedited arbitration, the parties agree that neither SFMTA nor the Union shall be represented by legal counsel. The parties acknowledge, however, that a SFMTA labor relations manager or union representative who also happens to be an attorney shall not be prohibited from participating in an expedited arbitration. The parties agree that the arbitrator shall issue a bench decision and subsequently provide a written decision memorializing the decision provided that the parties, by mutual agreement, may elect to obtain a written decision following the parties' submission of written briefs.
53. The arbitrator shall have no power to add to or subtract from the provisions of this Agreement.

#### **C. The Discipline Process**

54. Discipline for Just Cause. For just cause, SFMTA's Executive Director/CEO or designee may discipline any non-probationary permanent employee. "Discipline" is defined to include disciplinary suspension without pay, or discharge. Changes in assignment and reassignments made for the purpose of improving service or addressing performance problems shall not constitute discipline and shall not be subject to the grievance procedure in this Article I.F. SFMTA shall initiate discipline no later than twenty-eight (28) working days after SFMTA has knowledge of the event, conduct, or occurrence on which the discipline is based. This timeline shall be extended in cases involving any of the following: (1) investigations of multiple employees; (2) law enforcement response or reports; (3) temporary unavailability of a witness; (4) language barriers; (5) accidents subject to determination by the TSP; (6) EEO

matters; (7) investigations conducted by non-SFMTA personnel; (8) any other case in which SFMTA and Local 200 mutually agree. SFMTA shall initiate discipline by providing written notice to the employee of the basis for discipline and proposed penalty.

55. Probationary Unit Members. The Executive Director/CEO or designee may release or discipline a unit member during the unit member's probationary period without cause, and such decisions shall not be subject to the grievance procedure in this Agreement.
56. Reprimands And Warnings. Written reprimands, written warnings, and oral warnings shall constitute elements of progressive discipline, but shall not be subject to the grievance procedures in this Article. If a unit member submits a written rebuttal within thirty (30) calendar days from the date of the written reprimand or warning to the Office of Employee and Labor Relations, SFMTA shall attach the unit member's written rebuttal to any written reprimand or warning and shall place both the written reprimand or warning and the rebuttal in the unit member's official personnel file.
57. Paid Leave During Investigations. Placement of an employee on paid leave pending an investigation shall not constitute discipline, and shall not be subject to the grievance procedures in this Article I.F.
58. Performance Evaluations. Performance evaluations shall not constitute discipline and shall not be subject to the grievance procedure. If a unit member submits a written rebuttal within thirty(30) calendar days from the date of the performance evaluation to the Office of Employee and Labor Relations, SFMTA shall attach the written rebuttal to the unfavorable performance evaluation and shall place both the performance evaluation and the written rebuttal in the unit member's official personnel file.
59. 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 their 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. The date, time and place of such interview will be emailed to the Union at least twenty-four (24) hours in advance.

Pre-Discipline Due Process Rights (Skelly Meeting)

60. Employees shall be entitled to a Skelly meeting prior to discipline being imposed. During the Skelly meeting an employee shall be entitled to:
  - (a) A notice of the proposed action;
  - (b) The reasons for the proposed discipline;
  - (c) A copy of the charges and the materials upon which the action is based; and
  - (d) The right to respond, either orally or in writing, to the authority initially bringing charges.

- (e) SFMTA retains the right to implement discipline upon completion of Step 2 of the grievance procedure in this Article or, if no grievance is initiated within that time, twenty (20) days after the post-Skelly notice.
  - (f) The SFMTA Employee Labor Relations section shall conduct Skelly meetings.
61. 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.
62. Reduction in Pay. Where an employee is subject to a disciplinary suspension, the SFMTA may, with an employee's agreement, have the employee serve the suspension through a temporary reduction in pay. An employee's pay may be reduced up to 20% for sufficient time to result in a loss of pay equivalent to the pay that would have been lost during the suspension, had it been served, provided that in no event shall a reduction in pay have the effect of reducing an employee's pay below any rate required by law.
63. Appeal of Discipline. A permanent non-probationary employee who alleges that the discipline has been imposed in violation of this Article shall challenge the discipline by using the grievance procedures in this Article.

## **I.G. UNION SECURITY**

### 1. Authorization for Payroll Deductions

64. 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.G 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.
65. The Controller 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 Controller shall notify the Union, and make the requested deduction changes only upon receipt of a proper certification.
66. The Procedure is the exclusive method for the Union to request the Controller to initiate, change, or cancel deductions for Contributions.

67. The Controller shall implement new, changed, or cancelled deductions the pay period following the receipt of a request from the Union, but only if the Union submits the request by noon on the last Friday of a pay period. If the Controller's Office receives the request after that time, the Controller will implement the changes in two following pay periods.
68. If an employee asks the Controller to deduct Contributions, the Controller shall direct the employee to the Union to obtain the Union authorization form. The Controller will not maintain a Controller 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 Controller shall process the authorization and begin the deduction within thirty (30) days. The Controller will send the Union a copy of any authorization form that it receives directly from a represented employee.
69. Except as otherwise provided in this subsection 1, each pay period, the Controller shall remit Contributions to the Union, after deducting the fee under San Francisco Administrative Code Section 16.92. In addition, the Controller 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 Controller; home address; and any Contributions amount deducted.
70. Except as otherwise provided in this subsection 1, the Controller 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 Controller to change or cancel the deductions for one or more employees.
71. 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 Controller shall direct all employee requests to change or cancel deductions, or to revoke an authorization for deductions, to the Union. The Controller shall not resolve disputes between the Union and represented employees about Union membership, the amount of Contributions, deductions, or revoking authorizations for deductions. The Controller shall not provide advice to employees about those matters, and shall direct employees with questions or concerns about those matters to the Union. The Union shall respond to such employee inquiries within no less than 21 business days after receipt.

## 2. Indemnification

72. The Union shall indemnify, hold harmless, and defend the Controller 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 Controller's compliance with this Section I.G. The Union shall be responsible for the defense of any claim within this indemnification provision, subject to the following: (i) the Controller shall promptly give written notice of any claim to the Union; (ii) the Controller 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 Controller 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 Controller 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 Controller, or agreeing to any injunctive relief or consent decree being entered against the Controller, without the consent of the Controller. This duty to indemnify, hold harmless, and defend shall not apply to actions related to compliance with this Section I.G brought by the Union against the Controller. This subsection 2 shall not apply to any claim against the Controller where the Controller failed to process a timely, properly completed request to change or cancel a Contributions deduction, as provided in subsection 1.

#### **I.H. GENERAL INFORMATION**

73. As provided under Article III.D, the SFMTA shall maintain all records of overtime worked by employee(s) in their respective divisions/departments. Copies of said records shall be made available to the representative of Local 200 upon request.
74. Notice of Occurrence of Industrial Accidents. Timely notice of the occurrence of an injury to any employee sustained in the course of his or her employment shall be given to Local 200. Information supplied may include the date of the accident or injury, corrective action taken, current status of employee, and the work location of the accident or injury. When an employee is hospitalized, Local 200 will be notified by telephone.



## **ARTICLE II: EMPLOYMENT CONDITIONS**

### **II.A. NON-DISCRIMINATION**

75. The SFMTA and the Union agree that discriminating against or harassing employees, applicants, or persons providing services to the SFMTA by contract because of their actual or perceived race, color, creed, religion, sex/gender, national origin, ancestry, physical disability, mental disability, medical condition (associated with cancer, a history of cancer, or genetic characteristics), HIV/AIDS status, genetic information, marital status, age, political affiliation or opinion, gender identity, gender expression, sexual orientation, military or veteran status, or other protected category under the law, is prohibited. This paragraph shall not be construed to restrict or proscribe any rule, policy, procedure, order, action, determination or practice taken to ensure compliance with applicable laws.
76. A complaint of discrimination, harassment or retaliation may, at the option of the employee, group of employees, or Union be processed through the grievance and arbitration procedures of this Agreement, or through the applicable Civil Service Rules, the City Administrative Code and federal and state law. Provided, however, if the employee, group of employees, or the Union elects to pursue remedies for discrimination, harassment or retaliation complaints outside the procedures of the Agreement, it shall constitute a waiver of the right to pursue that complaint through the grievance and arbitration process.
77. Union and the employee shall elect only one administrative remedy through the City and County of San Francisco. That election is irrevocable, provided that if the employee elects initially to use the grievance procedure of the CBA, then before advancing the grievance to arbitration, the employee and Union must elect between the grievance procedure and other internal administrative remedies. If the employee elects to proceed with the grievance, that election constitutes a waiver of the right to pursue other City administrative remedies. If the employee elects to invoke another administrative remedy, the Union shall withdraw the grievance. In this situation, the SFMTA shall use the initial date of the grievance in determining the timeliness of the administrative complaint. It is understood that this paragraph shall not foreclose nor prejudice the election by an affected employee of any administrative or statutory remedy provided by law.

### **II.B. AMERICANS WITH DISABILITIES ACT**

78. The parties agree that they are required to provide reasonable accommodations for employees 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 and further agree that this agreement will not be interpreted, administered or applied in any manner which is inconsistent with said Act. The SFMTA reserves the right to take any action necessary to comply therewith.

## **II.C. ASSIGNMENT OF WORK**

### **A. Assignments**

79. For the purpose of this Agreement, “assignment” shall mean the designation of a 9139 or 9136 employee to a specific position or set of responsibilities at a designated division or work location.
80. SFMTA shall assign employees based on the employee’s training, experience, documented strengths or weaknesses, seniority, special skills, compliance with applicable law, and SFMTA’s assessment of its staffing needs.

### **B. Initial Assignment**

81. For the purpose of this Agreement, “initial assignment” shall mean “the designation of a newly appointed 9139 or 9136 employee to a specific position or responsibility within a division or work location for a period of time not less than one hundred eighty (180) working days.” Effective the first weekday after a newly appointed 9139 employee has completed SFMTA training and has met all regulatory requirements, including all licenses and medical certifications, SFMTA shall place each 9139 employee in an initial assignment at Street Operations. After successful completion of the initial assignment, the 9139 employee may participate in the Employee-Initiated Change of Assignment described in Section C below.
82. The entirety of the preceding paragraph, including the one hundred eighty (180) working days initial assignment set forth, shall be suspended for the term of this Agreement.

### **C. Change Of Assignment**

83. For the purpose of this Agreement, a “change of assignment” shall mean a change in a 9139 or 9136 employee’s assignment as defined in Section A. Changes of assignment can be either an Employee-Initiated Change of Assignment or an SFMTA-Initiated Change of Assignment.

#### 1. Employee-Initiated Change Of Assignment

84. If SFMTA determines to fill a vacancy, it shall post the assignment, place a notice on the SFMTA Intranet, post on the bulletin board in facilities where 9139s or 9136s are assigned, and send an email to the TWU Local 200 Executive Board members at the email address on record ten (10) working days before selecting an employee to fill the vacancy. For purpose of this Agreement, a “vacancy” refers to an open 9139 assignment within Transit Operations or an open 9136 assignment in Training.
85. In selecting an employee to fill vacancies in a 9139 or 9136 assignment, including employees within the 9139 or 9136 classification who have requested an employee-initiated change of assignment within their 9139 classification, SFMTA shall select the employee on the basis of qualifications and skills. Conditions of assignment shall be listed in the assignment posting bulletin and shall be consistent with the 9136 or 9136 job classification. If two or more

employees for the vacant assignment are equally qualified, SFMTA shall select the employee with the greatest seniority.

2. SFMTA-Initiated Change Of Assignment Within 9139 or 9136 Classification

86. SFMTA may initiate a change of assignment of employees within the 9139 or 9136 classification. If SFMTA determines to fill a vacancy, posts the vacancy for ten (10) days, and no employee requests a change of assignment to the vacancy, SFMTA shall assign the least senior qualified 9139 or 9136 employee to the vacancy.

**D. Qualifications and Skills for Assignment and Change of Assignment**

87. SFMTA will provide training to all affected employees in order to maintain all conditions of assignment. As a condition of assignment or change of assignment, each employee remains solely responsible for attending training and satisfactorily completing all conditions of assignment. In addition, each employee shall submit a validated copy of any required certificate(s), license(s), or other documentation to SFMTA.

88. Failure to meet the conditions of assignment will result in reassignment in the affected employee's classification.

89. Employees returning to class 9139 from a promotive class will go in place on the relief board in their previous unit. The returning employee will maintain sign up seniority if the employee returns within a one-year time limit.

90. Annual Voluntary Transfer Process. SFMTA shall conduct an annual Intra Divisional Voluntary Transfer Process in each of the following classifications:

- 1773 Media Training Specialist
- 7412 Automotive Service Worker Assistant Supervisor
- 8121 Fare Inspections Supervisor/Investigator
- 9135 Passenger Service Specialist
- 9153 Transportation Controller
- 9160 Transit Operations Specialist
- 9520 Transportation Safety Specialist

91. Voluntary Transfer Process (VTP) (Classifications 9139 and 9136). There shall be a VTP within the 9139 and 9136 classifications once every three (3) years. For the 9139 classification, turnover between work units shall be limited to thirty percent (30%), with the exception of Schedules, which shall be limited to fifteen percent (15%) turnover. For the 9136 classification, turnover between work units shall be limited to thirty percent (30%), with the exception of Rail Training, which shall be limited to fifteen percent (15%) turnover. Movement as a result of change of assignments in the period between VTPs will be considered as part of the percentage limitation at the time of the three-year VTP. Movement among assignments as a result of the VTP will be phased in over a one-year period. If movement is not completed within the one-year period, then upon request of Local 200 the SFMTA shall meet and confer in a joint labor-management session and attempt to resolve

the issue. If the parties do not resolve the issue, either party may advance the issue to expedited arbitration.

92. The existing work units subject to the 9139 classification three-year VTP are Dispatch, the Incident Response Unit, Metro Rail Operations, Schedules, Street Operations, and the Transportation Management Center. The existing work units subject to the 9136 classification three-year VTP are Division Instructors, Rubber Tire Training, and Rail Training. If the SFMTA creates a new department or work unit to which SFMTA will assign employees in the 9139 or 9136 classifications, then upon request of Local 200 the SFMTA shall meet and confer with Local 200 regarding application of paragraphs 91 and 92. If the SFMTA creates a new classification to which SFMTA will assign employees in the 9139 classification, then upon request of Local 200 the SFMTA shall meet and confer with Local 200 regarding application of paragraphs 91 and 92.
93. Voluntary Transfer Process. At least twenty-five (25) calendar days prior to the scheduled date of the voluntary transfer process, SFMTA shall provide TWU Local 200 with descriptions and all assignments for the voluntary transfer process. Regularly occurring special assignments will be included as part of the shift details prepared for the Voluntary Transfer Process. No later than ten (10) days prior to the scheduled date of the voluntary transfer process, TWU Local 200 shall meet with SFMTA to clarify the assignments and descriptions.
94. Assignments. All assignments will be posted at least ten (10) days prior to the voluntary transfer process. At the same time, duties and responsibilities related to the assignments will be posted along with the assignments to which they refer.
95. Assignment Premiums. Those assignments that have pay premiums shall be so marked.
96. Voluntary Transfer Requests: Voluntary Transfer requests for an assignment shall be limited to qualified employees and shall be in direct seniority order.
97. Voluntary Transfer Procedures. Each employee shall have five (5) minutes to select a voluntary transfer assignment. If an employee will not be present, the employee can leave five (5) choices of assignment on the prescribed form or designate in writing a Local 200 representative to select on behalf of the employee. If no choices have been made known, the following procedures will govern assignments:
  - a. The employee will be assigned to the same assignment as occupied before the sign-up if that assignment is still open.
  - b. The employee will be assigned the most similar available assignment in the same group with similar hours and days off.
  - c. The employee will be assigned to another group for which the employee is qualified with similar hours and days off.
  - d. The employee will be assigned to the group where now working but to a shift with different hours and/or days off.

- e. The employee will be assigned by Management to any open position for which the employee is qualified, preferably with similar type of equipment.
98. On Leave and Scheduled For Voluntary Transfer Process. Employees on personal leave, sick leave, workers compensation, or special duty, who are scheduled to return to work on the date of the voluntary transfer process will be allowed to take part. Employees who are currently on leave must present a doctor's note of the projected date of return to work in person to the Appointing Officer or its designee within five (5) working days of the posting of the sign-up. Management will notify by mail all employees entitled to take part who are off on extended leaves of absence. Employees on leave who are not scheduled to return to duty within the prescribed time may not participate in the voluntary transfer process. When such employees return to work, they will be assigned to an open position in any group or division for which they are qualified, with preference given to seniority and to the same or like position from which they came.
99. Changing Assignments. Employees changing work assignments to another group will be trained in required aspects of the work of the new group.
100. Accepted Performance Levels. An employee who has signed up for a change of assignment in another group and does not meet accepted performance levels within three (3) months, but has worked satisfactorily in another previous assignment, shall be allowed to return to the previously assigned group.
101. Relief Assignments. Relief assignments shall be filled as they become available by the most senior qualified employee in the classification within the group on the Vacation Relief list requesting the reassignment, consistent with the terms of Article II.H. Employees in relief assignments shall be offered, by seniority order, the reassignment to any permanent opening for which they are qualified as it becomes available, providing the SFMTA elects to fill the opening.
102. a. On Wednesday of each week, the shifts requiring relief assignments lasting at least one week starting the following week will be posted for assignment from among those qualified employees who have bid for relief assignments. Such employee signing up for an assignment shall maintain their RDO.
103. b. When, in the opinion of the Appointing Officer or its designee, exceptional circumstances require that the most senior qualified employee who bid for a particular assignment is not allowed to cover that assignment, the Appointing Officer or its designee shall inform Local 200, and at the request of Local 200, an immediate meeting will be held to review the reasons why the most senior qualified employee is not allowed to work the assignment.
104. Minimum Break between Relief Shifts and Block Shifts. SFMTA and Local 200 agree that changing work hours from day to night work during the course of a work week can affect the health and safety of employees and should be minimized to the extent possible. Except in emergencies, the SFMTA shall make a best effort to arrange breaks of not less than nine (9)

hours between the end of an assigned shift and the beginning of the next assigned shift within each week of five (5) consecutive work days.

105. Transportation Controllers/Trainees will be entitled to one (1) forty-five (45) minute break during an eight (8) hour shift. Breaks will be scheduled on the needs of service and staggered throughout the day.
106. Transportation Controllers/Trainees will be entitled to one (1) twenty (20) minute break after each four (4) hours of overtime worked.
107. Short Term Reassignments for classifications 9139 and 9140. Short term temporary or emergency reassignments within a classification necessary to maximize public service may not exceed 100 calendar days. The selection of qualified employees for such reassignments shall be by seniority, provided the employee has the capacity to perform in that assignment, or can be trained for such assignment in fifteen (15) working days or less. In the event the employee is not fully trained within fifteen (15) working days after training has been provided, the SFMTA may reassign the next senior employee.
108. The duration of short-term reassignments will be defined within the Voluntary Transfer Process and included in the bulletin.
109. No employee covered by this Agreement may assign classification 9163 Transit Operators to perform the work of classification 9139 Transit Supervisor, except in emergencies and then only for the duration of such emergency.
110. Assignment of 9140 Transit Manager I. Assignment of employees in classification 9140 to particular work duties and/or shifts shall be made by the Appointing Officer or its designee based on the skills, experience, good interpersonal relations and work record of each employee. Seniority shall be considered in the assignment, however seniority shall not control the assignment, or be the single determining factor, if the skills, types of experience, good interpersonal relations and work record of the less senior candidate are considerably better suited, based upon these criteria, to achieve important operational objectives, the Appointing Officer or its designee may reassign persons at any time based on these criteria.
111. Reassignments may also occur as a result of vacancies in the 9140 class. Any 9140 employee interested in an open position shall request in writing that the employee be considered. Such reassignments shall be made within the criteria stated above.
112. Transportation Management Center (TMC) Staffing. SFMTA shall provide adequate staffing at the TMC on weekends to permit an employee working the 10:00 a.m. to 6:00 p.m. assignment to take breaks. Transportation Controllers/Trainees rotate their consoles on a weekly basis.
113. Assignment of 7412 Automotive Service Worker Assistant Supervisor. Automotive Service Worker Assistant Supervisors may bid for shifts or locations by seniority, including newly created or vacant assignments. When a 7412 is assigned as a result of a bid, the 7412 may not bid for another position until one year has elapsed, except when the SFMTA, at its discretion, decides to change the assigned position to another location or shift. A 7412 whose

assignment is changed would have an opportunity to bid into any other 7412 assignment based upon seniority.

114. As appropriate, and, in the sole discretion of the Appointing Officer or its designee, a 7412 shall be assigned to each shift and shop where five (5) or more 7410's are working.
115. Street Inspectors assigned MTA vehicles that are shared by more than one shift are allowed to leave their assigned districts fifteen (15) minutes early for travel time to return to the vehicle pool location.
116. Street Inspectors will be allowed to take breaks between calls, except during rush hours and delays, upon notification and approval of the TMC.
117. Verification of Transit Training (VTT). The Appointing Officer or designee will assign all rubber tire 9136 Transit Training Specialists to teach Verification of Transit Training (VTT) classes on a rotating basis for the duration of one (1) work week or five (5) work days. If a 9136 Transit Training Specialist misses one or more VTT rotations due to absence or leave, the Appointing Officer or designee may assign the employee to teach VTT upon return to work, but the Appointing Officer or designee will rotate VTT assignments so that 9136 Training Specialists do not teach consecutive VTT classes of one (1) work week or five (5) work days, absent extenuating circumstances. The Appointing Officer or designee will post VTT instructor assignments to the daily detail and email VTT instructor assignments to Local 200 on a weekly basis.
118. Lead Instructor. In the Training Department, the Appointing Officer or designee will poll the 9136 Transit Training Specialists at least annually regarding interest in serving as lead instructor. The Appointing Officer or designee will rotate lead instructor assignments for Motor/Trolley Coach and Rail Vehicle new operator classes so that 9136 Transit Training Specialists do not teach consecutive classes absent extenuating circumstances. If a Motor/Trolley Coach class size exceeds fifteen (15) student operators, the Appointing Officer of designee will assign two (2) 9136 Transit Training Specialists as lead instructors for that class.

#### **II.D. PERSONNEL FILES AND OTHER PERSONNEL MATTERS**

119. 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.
120. No material may be entered into the official personnel file without knowledge of the employee and a copy being given to the employee. An employee will have the option to sign, date and attach a response to material entered in the employee's personnel file within thirty (30) days of the employee having knowledge of the entry. Discipline involving less than a suspension may not be considered for subsequent disciplinary actions after twelve (12) months. Discipline involving a suspension of five (5)-days or less may not be considered for subsequent disciplinary actions after eighteen (18) months. Discipline involving a suspension of greater than five (5)-days may not be considered for subsequent disciplinary actions after

thirty-six (36) months. Discipline resulting from a chemical dependency violation may not be considered for subsequent disciplinary actions after sixty (60) months. Subject to the approval of the Civil Service Commission, the employee may request, in writing, that any disciplinary documents that may no longer be considered, as described above, be removed from the employee's personnel file. In addition, this provision 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.

121. Standards of Performance. Local 200 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.
122. Employee(s) who work at less than acceptable levels of performance may be subject to disciplinary measures.
123. Consistent with the Meyers-Milias-Brown Act and Article I.B, herein, the SFMTA agrees to meet and confer with Local 200 to discuss the effect of an implementation of revised performance levels, norms or standards. However, employee performance evaluations may not be grieved or submitted to arbitration.

#### **II.E. PERSONAL SERVICES CONTRACT**

124. Personal Services Contracts. No personal service contracts shall be approved by the SFMTA for work which normally is, or which can be, performed by employees eligible for Civil Service classifications covered by this CBA without first meeting and conferring with Local 200, consistent with Article I.B herein, and subject to approval of the Civil Service Commission.

#### **II.F. EDUCATION AND CAREER DEVELOPMENT**

125. Equal Access to Training Opportunities. Other than training required by management, access to training opportunities shall be provided equitably to all employees who indicate their willingness to participate in such training.
126. Notice of Training Opportunities. The Appointing Officer, or its designee, shall post announcements of all optional training opportunities affecting positions within Local 200's jurisdiction in accessible locations.
127. Review of Training and Promotional Opportunities. Any employee(s), with the assistance of Local 200, may discuss the issue of training opportunities and future potential promotion with the appropriate representative of the SFMTA.
128. EEO Training. The SFMTA will offer training to managers who supervise staff in the area of equal employment opportunity and discrimination per SFMTA's EEO requirements.



129. SFMTA Employees shall be offered a minimum of twenty (20) hours of job related training each year. Training will be at the discretion of the Appointing Officer. Annual training will be created in concert with the annual performance plan. SFMTA will share with Local 200 the training outline 10 working days in advance of training for comments and suggestions.

## **II.G. JOINT COMMITTEES**

### **Joint Labor Management Committee (JLMC)**

130. Union/SFMTA Relations Committee. The parties agree to establish a Union/SFMTA Relations Committee with equal representation from both SFMTA and the Union. The Union/SFMTA Relations Committee shall meet on a quarterly basis. The Union/SFMTA Relations Committee shall identify best practices and methods to reduce costs, improve efficiency in the delivery of services, increase accountability, and enhance employee skills and job satisfaction.

### **Joint / Union Management Health And Safety Committee**

131. Committee Composition. Three (3) representatives selected by Management and three (3) employee representatives selected from the Union shall constitute a Joint Union/Management Health and Safety Committee. The Joint Union Management Health and Safety Committee shall meet on a quarterly basis.
132. Committee Purpose. The committee shall consider best practices and legal mandates and shall recommend health and safety regulations, guidelines, training programs and necessary corrective action concerning conditions associated with the work environment. Health and safety issues to be considered by the Union/SFMTA shall include, but not be limited to, ergonomics, use of SFMTA non-revenue vehicles, shelters for street corner locations, use and inspection of video display terminals, chemical compounds, and use of personal vehicles for shelters during inclement weather. Local 200 and SFMTA agree to work to address the ongoing Street Supervisor and TMC on-street parking challenges.
133. Committees' Recommendations. Neither the Union/SFMTA Relations Committee's recommendations nor the Joint Union Management Committee's recommendations shall supersede or invalidate any portion of this Agreement.

## **II.H. SENIORITY**

134. Seniority, for the purpose of this Article, is defined as the length of continuous service determined from the day of certification to a permanent position in a classification as described in Article I.A.
135. For classification 7412, seniority shall control in the filling of vacancies within a classification by reassignment and the assignment of shifts, days off and overtime. Seniority for classification 9139 in respect to assignment and reassignment is addressed in Article II.C.

136. Employees covered by this CBA permanently promoted to another classification or receiving any non-permanent appointment may retain their seniority in their original classification in case of return to that position within one (1) year. After one year, promoted employees returning to their original classification shall return to the level of seniority reached at the time of their promotion.
137. Seniority for the purposes of vacation sign-ups shall be computed on the basis of the date of hire with the City and County of San Francisco. Where there are more than one employee with the same date of hire, the date of certification in the classification and the position on the Civil Service list shall determine the order for change of assignments and voluntary transfer process.
138. Vacation sign-ups shall be conducted by the second week of December of each year for the following calendar year unless important operational concerns require a delay. Seniority shall be based on date of hire with the City and County of San Francisco. When more than one employee has the same hire date with the City and County of San Francisco, the date of hire in the classification and the position on the civil service list shall determine the order for sign up.
139. A Local 200 representative shall be present to oversee and confirm that vacation sign-ups are conducted and administered in accordance with the provisions and stipulations contained in this agreement.

## **II.I. PROBATIONARY PERIOD**

140. The probationary period shall be one year, as defined and administered by the Civil Service Commission. A probationary period may be extended by mutual agreement, in writing, between the employee and the Appointing Officer or designee. The Agency shall give notice to the Union at the time that it seeks to extend an employee's probationary period.

## **II.J. ANTI-NEPOTISM**

141. No employee of the San Francisco Municipal Transportation Agency shall knowingly request a change of assignment or a voluntary transfer to a position 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 be assigned to a different assignment for which the employee possesses the appropriate qualifications shall be required to do so. This provision is not intended to affect the rights of any employee under the Civil Service rules.

## **II.K. JURY DUTY**

142. 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.
143. 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.
144. 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.
145. 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.
146. An employee who is required to serve on a jury or report to court for jury duty on their regular day off shall be considered to have the following Saturday as an assigned day off if the regular day off lost was Monday or Tuesday, and shall be considered to have Sunday as an assigned day off if the regular day off lost was Wednesday, Thursday or Friday.

## ARTICLE III: PAY, HOURS AND BENEFITS

### III.A. WAGES

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

Effective July 1, 2019:	3.0 %
Effective December 28, 2019:	1.0 %

Effective July 1, 2020, represented employees will receive a base wage increase of 3.0%, except that if the March 2020 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2020-2021 that exceeds \$200 million, then the base wage adjustment due on July 1, 2020, will be delayed by approximately six (6) months, to be effective December 26, 2020.

Effective December 26, 2020, represented employees will receive a base wage increase of 0.5%, except that if the March 2020 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2020-2021 that exceeds \$200 million, then the base wage adjustment due on December 26, 2020, will be delayed by approximately six (6) months, to be effective close of business June 30, 2021.

Effective July 1, 2021, represented employees will receive a base wage increase of 3.0%, except that if the March 2021 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2021-2022 that exceeds \$200 million, then the base wage adjustment due on July 1, 2021, will be delayed by approximately six (6) months, to be effective January 8, 2022.

Effective January 8, 2022, represented employees will receive a base wage increase of 0.5%, except that if the March 2021 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2021-2022 that exceeds \$200 million, then the base wage adjustment due on January 8, 2022, will be delayed by approximately six (6) months, to be effective close of business on June 30, 2022.

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

148. Effective July 1, 2019, represented employees in classification 9160 Transit Operations Specialist shall receive a one-time wage adjustment of an additional seven-and-seven-hundredths percent (7.07%) to their base wages.

### III.B. COMPENSATION FOR VARIOUS WORK SCHEDULES

149. Normal Work Schedule. The normal work day is a tour of eight (8) hours to be completed in nine (9) hours. The normal work week is a tour of duty on each of five (5) consecutive days. Employees working eight (8) hours within an eleven (11) hour range will receive an additional one (1) hour of pay at the straight time rate of pay for a total of nine (9) hours of pay.

150. Any employee(s) may choose to work a daily shift, where such a shift may be offered, consisting of not more than ten (10) hours. Said employee(s) must then have a tour of duty consisting of four (4) consecutive days of work and three (3) consecutive days off. Overtime shall be paid for all work in excess of ten (10) hours daily and/or forty (40) hours weekly.
151. Compensation fixed herein on a per diem basis is for a normal eight-hour work day; and on a bi-weekly basis for a bi-weekly payroll period of service consisting of a normal work schedule.
152. For the purpose of computing hours of work, work time will include: (1) all regularly scheduled work required by the job; (2) in addition to (1), above, all work performed at the request of the employee(s)' supervisor or manager; (3) pursuant to Employee Relations Ordinance Section 16.219; time spent by a designated representative of Local 200 representing employee(s) covered by this CBA in the grievance procedure; (5) time spent in court appearances while conducting business related to the Department; (6) time spent on jury duty.
153. Statutory holidays shall be counted as hours actually worked.
154. All compensation shall be calculated upon the hours actually worked proportionate to the compensation for a normal work schedule.
155. Full-time MTA employees on approved sick pay, vacation or compensatory time off shall be given the option of receiving either eight (8) hours pay or an amount equivalent to their regularly scheduled shift hours, from their sick or vacation credits or compensatory time earned balances.

### **III.C. ADDITIONAL COMPENSATION**

156. The MTA and Local 200 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 may not be pyramided.

#### 1. Night Duty

157. NIGHT DUTY EMPLOYEES shall be paid eight and one half (8.5%) more than the base rate for each hour actually worked between 5:00 p.m. and 12:00 a.m. (swing), except for those employees working a normal shift in excess of eight (8) hours per day that requires work between the hours of 5:00 p.m. and 12:00 a.m. Employees working at least five (5) hours of their regular shift between 5:00 p.m. and 12:00 a.m. shall receive the 8.5% differential for the entire shift. Night shift premium shall be paid only for days and hours actually worked, as set forth above, except for statutory holidays and vacation days.
158. Employees shall be paid ten percent (10%) more than the base rate for each hour actually worked between 12:00 a.m. and 7:00 a.m. (graveyard), except for those employees working a normal shift in excess of eight (8) hours per day that requires work between the hours of

12:00 a.m. and 7:00 a.m. Employees working at least five (5) hours of their regular shift between 12:00 a.m. and 7:00 a.m. shall receive the 10% differential for the entire shift. Night shift premium shall be paid only for days and hours actually worked, as set forth above, except for statutory holidays and vacation days.

2. Standby Pay

159. Employees who, as part of the duties of their positions are required by the Appointing Officer to stand by when normally off duty to be instantly available on call for immediate emergency service for the performance of their regular duties, shall be paid ten (10%) percent of their regular straight time rate of pay for the period of such standby service. When such employees are called on to perform their regular duties in emergencies during the period of such standby service, they shall be paid while engaged in such emergency service the usual rate of pay for such service as provided herein. Notwithstanding the general provisions of this section, standby pay shall not be allowed in classes whose duties are primarily administrative in nature.
160. No employee shall be compensated for standby service unless the Appointing Officer or its designee assigns said employee to such standby service.

3. Special Skills / Duties

161. TMC Pay. After certification, all employees working in the TMC shall receive an increase of one-half step on the salary grade (2.5%).
162. Safety and Training Division and Scheduling Division Premium Pay. Employees in classification 9139 assigned to the Safety and Training Department and Scheduling Department shall receive a training premium of One Dollar and Fifty cents (\$1.50) per hour but such premium shall be payable only for days and hours actually worked.
163. Saturday and Sunday Premium for Class 7412 Automotive Service Worker Assistant Supervisors. 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 six percent (6%) of the base rate. 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 ninety-four percent (94%) of one-half (1/2) of the base rate.

4. Lead Person Pay

164. Employees occupying positions designated by the Appointing Officer, or its designee, as a lead person position shall receive a Lead Person premium of one dollar and seventy-five cents (\$1.75) per hour, payable only for days and/or hours actually worked.

5. Lead Dispatcher Pay

165. Employees assigned to Lead Dispatcher positions shall receive a Lead Dispatcher premium of one dollar and seventy-five cents (\$1.75) per hour, payable only for hours actually worked in a Lead Dispatcher assignment.

6. Shift Differential (For Class 7412 only)

166. For any shift immediately following a regular day shift or commencing during any period of a day shift shall be considered a night shift and employees working on such shift shall be paid ten percent (10%) above the regular day shift as set forth herein. A subsequent shift shall be known as a midnight shift and shall be paid fifteen percent (15%) above the regular day rate. Night and midnight Shift Differential premiums shall be paid only for days and hours actually worked except for statutory holidays and vacation days.

7. Bilingual Pay

167. Employees who are assigned by their Department to a "designated bilingual position" for ten (10) or more hours biweekly shall be granted additional compensation of \$35.00 biweekly. Any employee assigned to a "designated bilingual position" who translates forty (40) or more hours biweekly shall be granted an additional \$15.00 biweekly, making a total of \$50.00 biweekly. A "designated bilingual position" is a position designated by the Department which requires translating to and from a foreign language including sign language used by the hearing impaired and Braille for the visually impaired.

8. Automobile Allowance And Transportation

168. Employees at the San Francisco Municipal Transportation Agency (SFMTA) who are required in writing to use their personal vehicle for SFMTA business (including employees who have received written authorization to utilize their personal vehicle as a street corner shelter) and who receive parking tickets for overtime parking at parking meters when they are unable to place money in the parking meters while on duty in the field shall be reimbursed for no more than three (3) parking tickets per covered employee per fiscal year of this agreement. Employees requesting reimbursement shall be required to submit documentation in a form designated by Department management demonstrating that: (1) the citation was issued for overtime parking at a parking meter; (2) the citation was issued at a time and location when the employee was acting in the course and scope of their employment in the field; (3) the reason why the employee was precluded by the employee's job duties from putting change into the meter in a timely manner.
169. Employees required to use their own vehicles for MTA Business shall be reimbursed for mileage at the rate allowed by the IRS during the term of this CBA.
170. Driver's License Reimbursement. MTA employees in service for one year or more and whose job assignments include maintaining a valid Class B California Driver's License and/or a Verification of Transit Training (VTT) Certificate shall be reimbursed for the renewal fees of such licenses.

9. Acting Assignment Pay

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

- 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 longer than eleven (11) consecutive working days, retroactive to the first day of the assignment.
  - d. Upon written approval by the Appointing Officer or its designee, an employee shall be paid at a step of the established salary grade of the higher class which is at least five percent (5%) above the employee's base salary but which does not exceed the maximum step of the salary grade of the class to which temporarily assigned. Premiums based on percent of salary shall be paid at a rate which includes out of class pay.
  - e. Requests for classification or reclassification review shall not be governed by this provision.
172. Where the above requirements are satisfied but an employee does not receive a premium, the employee must file a grievance within thirty days of written notice of the assignment.
173. Emergency Transit Manager I Assignments. In case of an emergency (a situation occurring unexpectedly and which cannot be planned for), a 9139 supervisor may be assigned to fill the shift of a 9140 Manager. The 9139 supervisor shall receive the pay of a 9140 retroactive to the first day if in the position for five (5) consecutive days or more.

#### 10. Supervisory Differential Adjustment

174. The MTA Department of Human Resources may adjust the compensation of a supervisory employee whose compensation grade is set herein subject to the following conditions:
175. The supervisor, as part of the regular responsibilities of the supervisor's class, supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or subordinates.
176. The supervisor must actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignment.
177. The organization is a permanent one approved by the Department, Board or Commission, where applicable, and is a matter of record based upon review and investigation by the MTA Department of Human Resources.
178. The classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal, logical relationship to each other in terms of their respective duties and levels of responsibility and accountability in the organization.



179. The compensation grade of the supervisor is less than one full step (approximately 5%) over the compensation grade, exclusive of extra pay, of the employee supervised.
180. The adjustment of the compensation grade of the supervisor shall not exceed five (5%) percent over the compensation exclusive of extra pay, of the employee supervised.
181. If the application of this section adjusts the compensation grade of an employee in excess of the employee's immediate supervisor, the pay of such immediate supervisor shall be adjusted to an amount one dollar (\$1) bi-weekly in excess of the base rate of the supervisor's highest paid subordinate, provided that the applicable conditions of this section are also met.
182. In no event will the MTA Department of Human Resources approve a supervisory salary adjustment in excess of two (2) full steps (approximately 10%) over the supervisor's current basic compensation. If in the following fiscal year a salary inequity continues to exist, the MTA Department of Human Resources may again review the circumstances and may grant an additional salary adjustment not to exceed two (2) full steps (approximately 10%).
183. The MTA Human Resources Department shall review any changes in the conditions or circumstances that were and are relevant to the request for salary adjustment under this section either acted upon by or pending before the MTA Human Resources Director.

#### 11. Other Additional Compensation

184. On-the-job and Ride-Along Training. Employees assigned to perform on-the-job training for other employees in their classification shall receive a training premium of \$3.00 per hour but such premium shall be payable only for days and hours actually worked. Employees who perform ride-along training for 9163 Transit Operators shall receive the \$3.00 per hour premium for the days and hours actually worked on such assignment.
185. Corner Books. If corner books are required of supervisors working at street locations and are not provided by Department, Department and LOCAL 200 shall meet & confer upon request of LOCAL 200 within thirty (30) days of the ratification of this CBA by the Board of Supervisors as to the reasonable compensation to be paid to supervisors for the time necessary to prepare such corner books.
186. Employee(s) covered by this CBA, their spouses/registered domestic partners and legally dependent children under nineteen (19) years of age who are living with said employee(s), shall be furnished with system passes pursuant to rules presently in effect at Department covering Department operators. Retired employee(s) shall be provided with system passes for the remainder of their lives.

#### 12. Safety Division Instructor Premium

187. Safety Division Instructors shall receive a premium of \$5.00 per day when required to perform accident determinations.

### 13. DMV Examiners

188. In the Training Department, the Appointing Officer or designee will poll the 9136 Transit Training Specialists at least annually regarding interest in serving as a DMV Examiner.
189. Effective July 1, 2020, employees in classification 9136 Transit Training Specialist who are certified as DMV Examiners will receive a new DMV Examiner premium of \$3.00 per hour, payable only for hours actually worked performing the duties of a DMV Examiner.

### **III.D. OVERTIME COMPENSATION & COMP. TIME**

#### 1. Overtime and Comp Time Calculation

190. Except as set forth in Article III.B, time worked in excess of eight (8) hours per day or forty (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; provided that employees, if any, working in an alternative work schedule shall be entitled to overtime as provided by III.B.
191. 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, including floating holidays and furlough days, shall be considered time worked.
192. One (1) day of vacation taken within a scheduled workweek shall be considered as time worked for the purposes of calculating overtime earnings. Multiple days vacation taken within a scheduled workweek shall not be considered as time worked for the purposes of calculating overtime earnings.
193. Employees working overtime during premium pay time shall receive overtime pay based on the premium rate.
194. Non-emergency overtime shall be distributed equitably among employee(s) who have current experience in and capacity for the work required, and who indicate their willingness to participate in such work. If an employee who has been assigned the employee's requested non-emergency overtime work needs to withdraw from the assignment after the schedule has been posted, the employee shall promptly notify the Senior Operations Manager or designee. If the employee's notice is less than three hours before the employee's requested non-emergency overtime work, then the employee will go to the bottom of the list for the employee's following five (5) regularly scheduled work days in which overtime is requested, unless the Senior Operations Manager or designee determines that the employee's reason for withdrawal is justified under the circumstances.

### **“Z” Classified Employees**

195. Employees occupying Fair Labor Standards Act (“FLSA”) exempt positions, including positions designated by the CITY as “Z” classifications in the Annual Salary Ordinance, shall not be paid for overtime worked but shall be granted compensatory time off at the rate of one and a half times the hours worked, only if the overtime worked has been approved in advance.
196. Effective July 1, 2020, a “Z” classified employee shall not maintain a balance of more than one hundred and sixty (160) hours of compensatory time. Effective July 1, 2020, a “Z” classified employee may carry forward one hundred and twenty (120) hours of earned but unused compensatory time into the next fiscal year.
197. Any “Z” designated employee with more than one hundred and sixty (160) hours of accrued compensatory time on July 1, 2020 may maintain their balance of accrued compensatory time, but shall not earn additional compensatory time until their balance of accrued compensatory time is less than one hundred and sixty (160) hours.

### **Non-“Z” Classified Employees**

198. Employees covered by the FLSA (non-“Z”) who are required to work overtime shall be paid at a rate of one and one-half times the regular base rate, unless the employee and the Appointing Officer mutually agree that in lieu of paid overtime, the employee shall be compensated with compensatory time off.
199. No Appointing Officer shall require an employee not designated by a “Z” symbol in the Annual Salary Ordinance to work overtime when it is known by said Appointing Officer that funds are legally unavailable to pay said employee, provided that an employee may voluntarily work overtime under such conditions in order to earn compensatory time off at the rate of time and one-half, pursuant to the provisions herein.
200. Compensatory time shall be earned at the rate of time and one half. Employees occupying non-“Z” designated positions may not earn more than one hundred and twenty (120) hours of compensatory time in a fiscal year and shall not accumulate a balance of compensatory time earned in excess of one hundred and twenty (120) hours. Any non-“Z” designated employee with more than one hundred and twenty (120) hours of accrued compensatory time on July 1, 2019 may maintain their balance of accrued compensatory time, but shall not earn additional compensatory time until their balance of accrued compensatory time is less than one hundred and twenty (120) hours.
201. A non-“Z” classified employee who is appointed to a position in another department shall have the employee’s entire compensatory time balance paid out at the rate of the underlying classification prior to appointment.
202. A non-“Z” classified employee who is appointed to a position in a higher, non-“Z” designated classification or who is appointed to a position in a “Z” designated classification shall have the employee’s entire compensatory time balance paid out at the rate of the lower classification prior to promotion.

203. Subject to availability of funds, a non-“Z” classified employee, upon the employee’s request, shall be able to cash out earned but unused compensatory time; approval of the cash out is at the discretion of the appointing officer.

### **Overtime Earned (“O.E.”)**

204. When an employee covered by this CBA is transferred from one group to another within the Department, the accumulated "overtime earned" time shall be transferable by the employee to be used in his or her new position.
205. 1) Employees wishing to use OE time must submit the request for the time off in writing not later than 12 noon of the fifth working day preceding the employee's regular start of shift of the day for which time off is requested.
206. 2) A roster of those employees requesting days off will be maintained by the Department or group manager and will be available to Local 200 for review.
207. 3) The request shall be granted unless an emergency situation exists or the time off would cause severe personnel shortages as determined by the Appointing Officer or its designee.
208. 4) Up to ten percent (10%), but not more than two (2) non "Z" employees per group or Department may be granted time off at the same time, and no more than one "Z" employee per group or Department may be granted time off at any one time. However, "Z" employees may not take time off under this section without the agreement of the Appointing Officer or its designee, if the time off would cause more than fifty percent (50%) of the normal complement of employees in the group or Department to be absent.
209. 5) The first employee to submit a request in a group or Department will take precedence if more than one employee has requested time off at the same time.
210. 6) Requests for time off lasting more than three (3) days must be approved by the group or Department manager.

### **2. Working on Regular Day Off (“RDO”)**

211. Employees desiring to work on their regular day off must indicate their availability by signing up on the RDO list. Employees shall first be called from the RDO list, based upon a rotational selection process giving all signees equal opportunity.
212. An employee called in to work on a regular day off from the RDO list shall be paid for each hour actually worked, but in no instance will the employee be provided with less than eight (8) hours of work on that day.

213. If an employee is passed over incorrectly in the RDO rotation pursuant to procedures established by the Department, the employee will be moved to the top of the list established for their next RDO.
214. An employee called in to work on a regular day off who did not elect to sign the RDO list shall be paid for each hour actually worked, but in no instance will the employee be provided with less than eight (8) hours of work on that day.

RDO Procedures:

215. a. Employees shall be offered RDO overtime by equal rotation.
216. b. Employees requesting work shall submit request for work form no later than 48 hours prior to day desiring to work.
217. c. The RDO overtime log shall be kept up to date detailing requests and shifts worked. The overtime log will be posted and a copy sent to Local 200.
218. d. Employees requesting 6<sup>th</sup> day of work on RDO will be given priority in the same group over employees requesting 7<sup>th</sup> day of work.
219. e. Rotations shall be computed on a sign-up to sign-up basis and include all 9139's in that section. All work in sections will be rotated.
220. f. All personnel in a section who indicate their willingness to work RDO overtime shall be trained in each different aspect of the group policies, type of work and shifts, including special events. Training will take place commencing with the 9139 General Sign-up or within ninety (90) days.
221. g. An employee who requested to work a type of RDO work and later, before the schedule has been posted, refuses to work the shift offered within that time frame shall go to the bottom of the list for that type of work, i.e., night work, special events, etc. If an employee who has been assigned the employee's requested RDO work needs to withdraw from the assignment after the schedule has been posted, the employee shall promptly notify the Senior Operations Manager or designee. If the employee's notice is less than three hours before the employee's requested RDO work, then the employee will go to the bottom of the list for the current pay period and following pay period in which RDO work is requested, unless the Senior Operations Manager or designee determines that the employee's reason for withdrawal is justified under the circumstances.
222. h. No overtime work shall be assigned to a person in another section if there are people in that section willing to work.
223. i. These procedures are intended to cover the equal opportunity for RDO overtime work. The appropriate logs shall be kept for each type of work. No employee shall

be moved to the bottom of the list for refusing to work any shift other than that in the time frame requested.

224. j. The Department can fill any shift of five (5) or more hours but less than eight hours in its sole discretion. In the event that the shift is to be filled from the RDO, such opportunities shall be distributed equally and fairly.

### **III.E. HOLIDAYS AND HOLIDAY PAY**

225. The following paid holidays shall be observed:

New Year's Day  
Martin Luther King, Jr.'s Birthday  
President's Day  
Memorial Day  
Independence Day  
Columbus Day  
Labor Day  
Thanksgiving Day  
Day After Thanksgiving  
Veterans Day  
Christmas Day

226. Provided further, if January 1, July 4, November 11, or December 25 falls on a Sunday, the Monday following is a holiday, and if it falls on a Saturday, the Friday before is a holiday as defined herein. In addition, any day declared to be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United States shall be deemed a holiday for this purpose.

227. The MTA shall accommodate religious belief or observance of employees as required by law.

228. Eligibility for Payment. Employee(s) not scheduled to work on a paid legal holiday as listed above will be paid for that holiday provided that the employee is on paid status the work day immediately preceding and the work day immediately following the holiday. Payment shall consist of eight (8) hours straight time.

229. Holiday Worked. Employee(s) (in non-"Z" classifications) scheduled to work on a paid legal holiday as listed above shall receive time and one-half for the hours worked, plus the rate of pay as stated in Article III.E herein. Employee(s) may elect to receive compensatory time off, computed at the rate of time and one-half in lieu of monetary payment for time worked on paid holidays.

230. Employees in "Z" classifications shall receive eight hours holiday pay and in addition shall receive compensatory time off at the rate of one-and-a-half (1-1/2) times for work on the holiday.

231. Assignment of Class 9139. On holidays, if the 9139 shift is scheduled to work that day (dependent on the holiday tables used: Saturday, Sunday or Weekday), the 9139 assigned to

work that shift shall work on that holiday. If that shift is not scheduled to work, the 9139 assigned to that shift will be off for the holiday. Vacation relief and block personnel who are detailed on holidays shall be considered to be off on holidays.

232. MUNI may excuse any 9139 scheduled to work under the following conditions:
233. a. Unit managers will poll their units to determine who wants to work and who does not. Unit managers will attempt to accommodate 9139's desiring to be excused from work and to fill their shifts with relief or block supervisors who are scheduled to work and want to work the shift. Seniority shall control if there are more 9139's wanting to be excused, or wanting to work, than slots available.
234. b. Block personnel who are detailed on holidays shall be scheduled for holiday work ahead of the relief board.
235. c. Block and relief supervisors will be assigned holiday shifts that become open in seniority order, giving preference to those who want to work.
236. d. When departments or groups normally scheduled to be closed on holidays have work that needs to be performed on a holiday, that work will be offered in seniority order to the 9139 supervisors wanting to work that holiday.
237. Holidays That Fall On A Saturday. For those employees assigned to a work week of Monday through Friday, and in the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each Department head shall make provision for the staffing of public offices under the Department head's jurisdiction on such preceding Friday so that said public offices may serve the public. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be compensated as provided in Article III.E, herein.
238. 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 (5) previous consecutive work days shall be paid for the holiday.
239. Employees who regularly work a minimum of twenty (20) hours in a bi-weekly pay period shall be entitled to holidays as provided herein on a proportionate basis.
240. Floating Holidays. In addition to the holidays listed herein, the employees covered by this CBA will receive five (5) floating holidays. Only employees working a Normal Work Schedule, as described in Article III.B, will receive five (5) floating holidays. The five (5) floating holidays may be taken on days selected by the employee subject to prior scheduling approval of management. Employees must complete six (6) months continuous MTA service to establish initial eligibility for the five (5) floating holidays. The five (5) floating holidays may not be carried forward from one fiscal year to the next. No compensation of any kind shall be earned or granted for the five (5) floating holidays if not taken off. The five (5) floating holidays shall not be considered holidays for purposes of calculating holiday compensation for time worked.

### **III.F. SALARY STEP PLAN AND SALARY ADJUSTMENTS**

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

#### 1. Promotive Appointment In A Higher Class

242. An employee or officer who is a permanent appointee following completion of the probationary period or 2,080 hours of permanent service, and who is appointed to a position in a higher classification, either permanent or temporary, deemed to be promotive by the MTA's Department of Human Resources shall have their salary adjusted to that step in the promotive class as follows:

243. a. If the employee is receiving a salary in the employee's present classification equal to or above the entrance step of the promotive class, the employee's salary in the promotive class shall be adjusted to two steps in the compensation grade over the salary received in the lower class but not above the maximum of the salary range of the promotive classification.

244. b. If the employee is receiving a salary in the employee's present classification which is less than the entrance step of the salary range of the promotive classification, the employee shall receive a salary step in the promotive class which is closest to an adjustment of 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.

245. c. If the appointment deemed promotive described above is a temporary appointment, and the employee, following a period of continuous service at least equal to the prescribed probationary period is subsequently given another appointment either permanent or temporary, deemed promotive from the prior temporary appointment class, the salary step in the subsequent promotive appointment shall be deemed promotive in accordance with sections herein.

246. For purposes 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 class shall be deemed promotive.

#### 2. Non-Promotive Appointment

247. An employee or officer who is a permanent appointee following completion of the probationary period or 2,080 hours of permanent 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

248. Upon the request of the Appointing Officer, appointments may be made at any step in the compensation grade upon recommendation of MTA Human Resources Director under the following conditions:
249. a. A former permanent MTA employee, following resignation with service satisfactory, is being reappointed to a permanent position in the employee's former classification; or
250. b. Loss of compensation would result if appointee accepts position at the normal step; or
251. c. A severe, easily demonstrated and documented recruiting and retention problem exists, such that all city appointments in the particular class should be above the normal step; and
252. d. The Controller certifies that funds are available. To be considered, request for adjustment under the provisions of this Section must be received in the offices of the MTA Department of Human Resources not later than the end of the fiscal year in which the appointment is made.
253. e. When the MTA Human Resources Director approves appointments of all new hires in a classification at a step above the entrance rate, the MTA Human Resources Director may advance to that step incumbents in the same classification who are below that step.

### 4. Reappointment Within Six Months

254. 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

255. a. 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.
256. The MTA 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.

257. b. 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 MTA 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 MTA 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.
258. 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.
259. c. Continuation of Salary Step Plan Earned Under Temporary Appointment. When an employee is promoted under temporary appointment to a higher classification during a prior fiscal year and is continued in the same classification without a break in service in the current fiscal year, or is appointed to a permanent position in the same classification, such appointment shall be in accordance with the provisions of this agreement, provided that the salary shall not be less than the same step in the salary grade the employee received in the immediately prior temporary appointment.
260. d. Credit for Temporary Service. A temporary employee, one with no permanent status in any class, certified from a regular civil service list who has completed six months or more of temporary employment within the immediately preceding one year period before appointment to a permanent position in the same class shall be appointed at the next higher step in the salary grade and to successive steps upon completion of the six months or one year required service from the date of permanent appointment. These provisions shall not apply to temporary employees who are terminated for unsatisfactory services or resign their temporary position.
261. e. Salary Anniversary Date Adjustment. Permanent employees working under provisional, exempt or temporary appointments in other classifications shall have their salary adjusted in such other classifications when such employees reach their salary anniversary date in their permanent class.

6. Compensation Upon Transfer Or Re-Employment

262. a. 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.

263. b. 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.
264. c. 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.
265. d. 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.G. METHODS OF CALCULATION**

266. An employee whose compensation is fixed on a monthly basis shall be paid monthly or bi-weekly in accordance with State Law or other applicable provision. There shall be no compensation for time not worked unless such time off is authorized time off with pay.
267. Conversion to Bi-Weekly Rates. Rates of compensation established on other than a bi-weekly basis may be converted to bi-weekly rates by the Controller for payroll purposes.

### **III.H. SENIORITY INCREMENTS**

268. Except as otherwise provided herein, full time employees shall advance to each successive step upon completion of one (1) year of required service.
269. 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.

#### Satisfactory Performance

270. a. For employees hired on or after July 1, 2014, an employee's scheduled step increase may be denied if the employee's performance has been unsatisfactory to the City. The Appointing Officer shall provide an affected employee at least sixty (60) calendar days' notice of the Appointing Officer's intent to withhold a step increase.

271. b. An employee's performance evaluation(s) may be used as evidence by the City and/or an affected employee in relation to determining whether an employee has performed satisfactorily for purposes of determining whether a step advancement should be withheld.
272. c. If an employee's step advancement is withheld, that employee's performance shall be reassessed every three months for further step increase consideration until the employee's next anniversary date. An employee's anniversary date shall be unaffected by this provision.
273. d. The denial of a step increase is subject to the grievance procedure; provided however, that nothing in this section is intended to or shall make performance evaluations subject to the grievance procedure.
274. e. Withholding of step advancement shall not affect an employee's base wage increases as provided for in Article III.A Wages.
275. 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.
276. 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.
277. Paid service for this purpose is herein defined as exclusive of any type of overtime but shall include military or educational leave without pay.
278. 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 MTA either permanent or temporary, and (4) is thereafter employed in a 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 their permanent position.

### III.I. WORKERS COMPENSATION LEAVE

279. 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.
280. 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 section.
281. 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.
282. 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.
283. 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.
284. 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, et seq.
285. Return to Work. The MTA will make a good faith effort to return employees covered by this CBA 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 employee's Department, the employee may be temporarily assigned pursuant to this section 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.

286. The MTA 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 MTA procedures established under those laws.

### **III.J. STATE DISABILITY INSURANCE (SDI)**

287. 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.K. HEALTH AND WELFARE**

#### 1. Employee Health Care

288. Health Coverage. 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:

#### **A. Employee Only**

For medically single employees (Employee Only) who enroll in any health plan offered through the Health Services System ("HSS"), 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.

#### **B. Employee Plus One**

For employees with one dependent who elect to enroll in any health plan offered through the HSS, 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.

#### **C. Employee Plus Two or More**

For employees with two or more dependents who elect to enroll in any health plan offered through the HSS, 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.

#### **D. Contribution Cap**

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 shall not be affected.

**E. Average Contribution Amount**

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

2. Life Insurance

289. A life insurance policy of \$50,000 with a permanent total disability benefit provision, subject to the conditions and provisions of said policy, shall be provided for all employees covered by this CBA the full premium cost of which shall be paid for by MUNI. Coverage shall be suspended for an employee who has been off the payroll and been absent from service for a continuous period of twelve months.

3. Eye Examinations

290. For all covered employees required to use VDTs on average at least two (2) hours per day, MUNI will provide a base line eye examination at the Occupational Safety and Health facility ("OSH"), followed by an eye examination at OSH every two years.

4. Dental Coverage

291. Each employee covered by this agreement shall be eligible to participate in the SFMTA 's dental program. For permanent full-time employees who enroll in the Delta Dental PPO Plan, the SFMTA shall pay the cost of the current citywide dental plan for employees and dependents, but employees shall pick up the following share of the dental plan premium.

\$5 per month for employees enrolled in employee only plans;

\$10 per month for employees in two-part plans; or

\$15 per month for employees enrolled in family (employee+2 or more plans).

5. Contributions While On Unpaid Leave

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

### **III.L. RETIREMENT**

293. Effective July 1, 2011, represented employees who are members of San Francisco Employee Retirement System (SFERS) shall be responsible for the unit member's employee share of contributions to SFERS, except for the old plan SFERS full rate members, the SFMTA will contribute a total of 0.5% of pension covered gross salary.
294. If it is determined through the voter process or through CITY 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 Local 200's retirement benefits shall be the date such improvement are ratified in the other Miscellaneous employees' collective bargaining agreement.
295. The MTA Agrees to participate, on behalf of service critical employees at the Municipal Railway, in any City meet and confer process with TWU, Local 200 over a possible Charter amendment to enhance miscellaneous retirement benefits. As set forth in Charter Section A8.409-5, the parties acknowledge that this paragraph is not subject to Charter Section A8.409's impasse resolution procedures.

#### Retirement Seminar

296. Subject to development, availability and scheduling by SFERS, employees shall be allowed not more than one day during the life of this CBA to attend a pre-retirement planning seminar sponsored by SFERS.
297. Employees must provide at least two-week 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.
298. All such seminars must be located within the Bay Area.
299. This section shall not be subject to the grievance procedure.

### **III.M. LEAVES OF ABSENCE**

300. Those portions of the Civil Service Commission Rules applicable to Leaves, which are negotiable and arbitrable pursuant to Charter Sections A8.409 et seq., may not be changed during the term of this Agreement except by mutual consent. Those matters within the jurisdiction of the Civil Service Commission are not subject to grievance or arbitration.
301. Paid Sick Leave Ordinance. San Francisco Administrative Code, Chapter 12W, Paid Sick Leave Ordinance, is expressly waived in its entirety with respect to employees covered by this Agreement.



302. Bereavement Leave. Three (3) days' leave with pay shall be allowed to each employee for a death as defined in the Civil Service Commission Rule regarding Bereavement Leave which includes but is not limited to mother, father, registered domestic partner, sister, brother, husband, wife, son and daughter, mother-in-law, father-in-law, aunt, uncle and dependent relatives living in the employee's home.

### **III.N. CHILD CARE and DCAP**

303. The MTA and Local 200 agree that employees covered by this CBA will be eligible to participate in any childcare programs made available to all MTA employees.
304. Dependent Care Reimbursement Account (DCAP). The MTA shall continue to offer a flexible spending account for Dependent Care Reimbursement (DCAP) which allows employees to establish a "pre-tax" account of up to the maximum permitted by the law to reimburse dependent care costs.

#### Parental Release Time

305. 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).
306. 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.O. LONG TERM DISABILITY INSURANCE**

307. The MTA, 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 City's Catastrophic Illness Program as set forth in the ordinance governing such program.

### **III.P. TUITION REIMBURSEMENT**

308. The MTA agrees to allocate six thousand dollars (\$6,000) 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 one thousand (\$1000) per fiscal year from this special allocation. If any portion of said allocation remains unexpended on June 30<sup>th</sup> of any fiscal year, it shall be carried over to the next fiscal year. The Union shall be sent a quarterly report of the persons who have applied for tuition reimbursements, purpose of reimbursement, and monies allocated.

309. Eligibility. Any regularly scheduled Employee within the MTA service who has served a minimum of one (1) year of continuous service in any class immediately prior to receipt of application may apply for tuition reimbursement. Such reimbursement shall be for training courses pertaining to the duties of a higher classification or for the purpose of improving performance in the present classification when such courses are offered by an accredited educational institution.
310. Expenses. The MTA will reimburse each eligible Employee up to \$500 annually for tuition, books, supplies, and other fees for such course if attendance has been approved in advance. The MTA 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.
311. Pre-Approval. Application for reimbursement shall be prepared on a form provided by the MTA Department of Human Resources. Courses require pre-approval by the MTA 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 MTA 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.
312. Repayment. If an employee resigns from the City within two (2) years following completion of the training course, the amount of tuition reimbursement shall be repaid by the Employee to the MTA by cash payment or out of the Employee's last pay warrant or, if applicable retirement earnings.

### **III.Q. PAPERLESS PAY POLICY**

313. The Citywide "Paperless Pay" Policy applies to all City employees covered under this Agreement.
314. Under the policy, all employees shall be able to access their pay advices electronically on a password protected site, and print them in a confidential manner, using City Internet, computers and printers. Such use of City equipment shall be free of charge to employees, is expressly authorized under this section of the Agreement, and shall not be considered "inappropriate use" under any City policy. Pay advices shall also be available to employees on a password protected site that is accessible from home or other non-worksites computers, and that allows the employees to print the pay advices. Employees shall receive a paper statement of their pay advices or receive assistance to print hard copies of their pay advices through their payroll offices upon request, on a one-time or ongoing basis.
315. In addition to payroll information already provided, the pay advices shall reflect usage and balance (broken out for vacation, sick leave, etc.) the employee's hours of compensatory time, overtime, and premiums earned during the relevant payroll period. The City shall maintain electronic pay advices and/or wage statements for at least seven (7) years.

316. 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 pay bank cards.
317. Every employee shall possess the right to do the following with any frequency and without incurring any cost to the employee:
  1. Change the account into which the direct deposit is made;
  2. Switch from the direct deposit option to the bank pay card option, or vice versa; and
  3. Obtain a new bank pay card the first time the employee's bank pay card is lost, stolen or misplaced.
318. The City assures that the bank pay card shall be FDIC insured. The City further assures that in the event of an alleged overpayment by the City to the employee, the City shall not unilaterally reverse a payment to the direct deposit account or bank pay card.
319. The City shall notify employees regarding the policy, including how to access and print their pay advices at work or elsewhere. Training shall be available for employees who need additional assistance.
320. The City will work with the vendor to evaluate options to provide no-cost ATMs available at large worksites and remote worksites.
321. The parties mutually agree that employees may print out pay advices during work hours.

## ARTICLE IV: WORKING CONDITIONS

### IV.A. HEALTH & SAFETY

322. Committees' Recommendations. Neither the Union/SFMTA Efficiency Committee's recommendations nor the Joint Union Management Committee's recommendations shall supersede or invalidate any portion of this Agreement.
323. SFMTA Non-Revenue Vehicle Check Procedure. The representatives from Local 200 and SFMTA will review all street management vehicles to assess their operable conditions. A list will be established and maintained of all these vehicles and their maintenance status. The Defect Reporting form, as mutually developed by the parties, shall be used by the street supervisor for the chronicling of vehicle defects. Each street supervisor who uses any SFMTA vehicles will be responsible for filling out a daily defect form regardless of whether a defect is noted or not. Group Managers or their designees will be responsible for reporting defects to Equipment Maintenance for corrective action. Group Managers will also be responsible for keeping records on defects and when the problem is corrected. Supervisors will not be required to operate vehicles with critical defects and should be assigned another vehicle. Both parties agree that priority for new Transit Division non-revenue vehicles shall be given to the groups for street management. No non-revenue vehicles shall be sent out on the street after 6:00 p.m. without working heaters and defrosters. Local 200 will receive a copy of the maintenance status report of the defect cards.
324. Shelters for Street Supervisors. The parties agree that there is a continuing need for shelters for Street Supervisors.
325. Use of Personal Vehicles as Shelters. If no shelter or SFMTA automobile is available for use by a Street Supervisor, those supervisors may use their personal vehicles for shelter subject to the following conditions: (a) all lines under the supervisor's direction are visible from the vehicle; (b) the vehicle is legally parked (whenever possible); (c) during inclement weather; and (d) while writing required written reports. At no time may the supervisor sit in a vehicle when the lines being supervised are in difficulty. It is understood that sitting in a personal vehicle under the above described conditions is an option available to the supervisor. It is not a requirement and therefore the use of one's personal vehicle is done so at the risk of the supervisor. Supervisors needing to use their personal vehicles as shelters shall be issued the official SFMTA Supervisor on Duty placards.
326. SFMTA will implement a certification process for all dispatchers who are currently working in dispatching. All certification will be completed by the SFMTA training section for all Trapeze or current scheduling software by SFMTA that currently exist. SFMTA will establish an annual continuing education course available by the SFMTA training department. Dispatchers are required to become certified by the SFMTA training department in the correct computer software as required by SFMTA management.
327. Coveralls will be provided to street inspectors upon request when required to work on or under vehicles.

## IV.B. UNIFORMS & EQUIPMENT

328. Full and appropriate uniforms shall be supplied to all employee(s) who are required by SFMTA to wear uniforms on duty. In addition to full uniforms, all employee(s) who are required by their duties to work outdoors shall not be required to perform their normal work duties in the rain, wind or cold without being provided adequate foul-weather gear. The SFMTA agrees to provide all required safety equipment (i.e., protective eyewear, protective footwear) in compliance with Cal-OSHA regulations.
- (i) Female employee(s) shall be provided with an appropriate female uniform equivalent to that furnished to male employee(s).
  - (ii) Uniform items will be replaced by SFMTA when they become unserviceable. A complete uniform set will consist of: two (2) jackets; one long sleeved sweater; one (1) sleeveless sweater; two (2) ties or scarves; four (4) pairs of trousers or skirts; five (5) shirts or blouses; and one (1) hat.
  - (iii) Foul-weather gear, appropriate for both male and female sizes, shall consist of the following items in a pool set aside for those requiring said items: one foul-weather jacket; one (1) pair foul-weather trousers; one (1) warm outer jacket; and one (1) cold weather hat.
  - (iv) For each employee required to wear safety shoes, SFMTA shall provide a cash allowance of one hundred fifty dollars (\$150) annually toward the cost of acquiring safety shoes and related supplies. SFMTA shall provide the cash allowance during January of each fiscal year.
329. Employees provided a cash allowance for safety shoes under this Section shall be required to wear the safety shoes at all times while on duty.
330. Employees who fail to comply with this regulation may be relieved from duty and if relieved, shall be entitled to no compensation for the balance of that shift.
331. For each employee that the SFMTA determines is required to wear prescription protective eye wear because of particular job duties or job requirements, the Agency will provide such eye wear for employees where the Agency determines a need exists, based on job duties or other related requirements.
332. The Appointing Officer or designee shall continue to meet and confer with Local 200 regarding the concept of safety with regard to 9139 Transit Supervisors, 9136 Transportation Training Specialist and 8121 Transit Fare Inspector Supervisor/Investigator uniforms.
333. For 7412 Automotive Service Worker Assistant Supervisor, the SFMTA agrees to provide one (1) clean pair of protective coveralls each working day to each employee. The cost of coveralls and laundering of the same shall be paid by the SFMTA. The employee is responsible for safeguarding coveralls issued to the employee and will be held responsible for the value of any coveralls 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 coveralls. Responsibility for losses of individual sets of coveralls will be determined by the worker's supervisor on a case-by-case basis.

334. Radios. SFMTA will make every effort to see that each inspector will have a working radio.

## ARTICLE V: SCOPE OF AGREEMENT

335. Terms and Conditions of Employment. 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 or arbitration procedure but shall be subject to meet and confer obligations, 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 that are not excluded from arbitration under Charter Section A8.409-3 shall continue to apply to employees covered by this contract. As required by Charter Section A8.409-3, the Civil Service Commission retains sole authority to interpret and to administer all Civil Service Rules.
336. Complete Agreement. This CBA shall constitute the complete written agreement between the SFMTA and TWU Local 200. The terms and conditions contained in this Agreement represent the full, complete, and entire understanding of the parties about matters within the scope of representation covered by provisions of this Agreement. This Agreement may be modified, but only in writing, upon the mutual consent of the parties.
337. Involvement of SFMTA Employee and Labor Relations. The SFMTA Employee and Labor Relations Office/Human Resources Division will be advised of and coordinate all meet & confer sessions and shall be available to assist so that all provisions in the CBA are followed.
338. Future Side Letters. The parties agree that any and all side letters, and other understandings between the parties not expressly memorialized and incorporated into this Agreement shall no longer be enforceable. No future side-letter within the scope of bargaining will be binding or precedential unless the side letter is incorporated into or appended to this Agreement and has been approved in writing by the SFMTA Executive Director or, where appropriate, by the SFMTA Board of Directors. To be valid, side-letters must cover only matters within the scope of bargaining, must be dated and signed by the appropriate parties, and contain an expiration date no later than the expiration date of this Agreement.
339. Past Practices, Policies, and Rules. No work rules or past practices shall remain unchanged during the life of this Agreement unless the specific work rules or past practices are explicitly included in this Agreement.
340. Savings Clause. Should a court, or state or federal 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.
341. Duration of Agreement. This Agreement shall be effective July 1, 2019, and shall remain in full force and effect through June 30, 2022.

IN WITNESS HEREOF, the parties hereto have executed this CBA this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

FOR THE SAN FRANCISCO MUNICIPAL  
TRANSPORTATION AGENCY

FOR THE UNION

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Ed Reiskin  
Director of Transportation

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Jasmin Charles  
President  
Transport Workers Union, Local 200

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Derek Kim  
Director, Human Resources  
Labor Relations Manager

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Emily Prescott  
Lead Negotiator

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APPROVED AS TO FORM:  
DENNIS HERRERA, CITY ATTORNEY

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Katharine Hobin Porter  
Chief Labor Attorney



## APPENDIX A: TWU LOCAL 200 PAY RATES

All Local 200 pay progression tables will be updated in the Collective Bargaining Agreement (CBA).

### 1773 Media Training Specialist

						Effective July 1, 2015				
Step	1	2	3	4	5	1	2	3	4	5
Hourly	\$35.8500	\$37.6500	\$39.5250	\$41.5000	\$43.5750	\$37.0000	\$38.8500	\$40.7875	\$42.8250	\$44.9625
Bi-Weekly	\$2,868	\$3,012	\$3,162	\$3,320	\$3,486	\$2,960	\$3,108	\$3,263	\$3,426	\$3,597
Annual	\$74,568	\$78,312	\$82,212	\$86,320	\$90,636	\$76,960	\$80,808	\$84,838	\$89,076	\$93,522

### 7412 Automotive Service Worker Assistant Supervisor

						Effective July 1, 2015				
Step	1	2	3	4	5	1	2	3	4	5
Hourly	\$27.6125	\$28.9875	\$30.4375	\$31.9625	\$33.5625	\$28.5125	\$29.9375	\$31.4250	\$33.0000	\$34.6500
Bi-Weekly	\$2,209	\$2,319	\$2,435	\$2,557	\$2,685	\$2,281	\$2,395	\$2,514	\$2,640	\$2,772
Annual	\$57,434	\$60,294	\$63,310	\$66,482	\$69,810	\$59,306	\$62,270	\$65,364	\$68,640	\$72,072

### 8121 Investigator/Transit Fare Supervisor

						Effective July 1, 2015				
Step	1	2	3	4	5	1	2	3	4	5
Hourly	\$34.4750	\$36.2000	\$38.0125	\$39.9125	\$41.9125	\$35.5875	\$37.3625	\$39.2250	\$41.1875	\$43.2500
Bi-Weekly	\$2,758	\$2,896	\$3,041	\$3,193	\$3,353	\$2,847	\$2,989	\$3,138	\$3,295	\$3,460
Annual	\$71,708	\$75,296	\$79,066	\$83,018	\$87,178	\$74,022	\$77,714	\$81,588	\$85,670	\$89,960

### 9135 Passenger Service Specialist

						Effective July 1, 2015				
Step	1	2	3	4	5	1	2	3	4	5
Hourly	\$27.1500	\$28.5125	\$29.9375	\$31.4250	\$33.0000	\$28.0250	\$29.4250	\$30.9000	\$32.4500	\$34.0750
Bi-Weekly	\$2,172	\$2,281	\$2,395	\$2,514	\$2,640	\$2,242	\$2,354	\$2,472	\$2,596	\$2,726
Annual	\$56,472	\$59,306	\$62,270	\$65,364	\$68,640	\$58,292	\$61,204	\$64,272	\$67,496	\$70,876

### 9136 Transit Training Specialist

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### 9139 Transit Supervisor

						Effective July 1, 2015				
Step	1	2	3	4	5	1	2	3	4	5
Hourly	\$42.3375	\$44.4625	\$46.6750	\$49.0125	\$51.4625	\$43.6625	\$45.8500	\$48.1375	\$50.5500	\$53.0750
Bi-Weekly	\$3,387	\$3,557	\$3,734	\$3,921	\$4,117	\$3,493	\$3,668	\$3,851	\$4,044	\$4,246
Annual	\$88,062	\$92,482	\$97,084	\$101,946	\$107,042	\$90,818	\$95,368	\$100,126	\$105,144	\$110,396

### 9140 Transit Manager I

Step						Effective July 1, 2015				
	1	2	3	4	5	1	2	3	4	5
Hourly	\$35.8500	\$37.6500	\$39.5250	\$41.5000	\$43.5750	\$37.0000	\$38.8500	\$40.7875	\$42.8250	\$44.9625
Bi-Weekly	\$2,868	\$3,012	\$3,162	\$3,320	\$3,486	\$2,960	\$3,108	\$3,263	\$3,426	\$3,597
Annual	\$74,568	\$78,312	\$82,212	\$86,320	\$90,636	\$76,960	\$80,808	\$84,838	\$89,076	\$93,522

### 9141 Transit Manager II

Step						Effective July 1, 2015				
	1	2	3	4	5	1	2	3	4	5
Hourly	\$47.8250	\$50.2125	\$52.7250	\$55.3500	\$58.1250	\$49.3500	\$51.8125	\$54.4000	\$57.1250	\$59.9875
Bi-Weekly	\$3,826	\$4,017	\$4,218	\$4,428	\$4,650	\$3,948	\$4,145	\$4,352	\$4,570	\$4,799
Annual	\$99,476	\$104,442	\$109,668	\$115,128	\$120,900	\$102,648	\$107,770	\$113,152	\$118,820	\$124,774

### 9150 Train Controller

Step						Effective July 1, 2015				
	1	2	3	4	5	1	2	3	4	5
Hourly	\$41.5000	\$43.5750	\$45.7625	\$48.0500	\$50.4500	\$42.8500	\$44.9875	\$47.2500	\$49.6125	\$52.0875
Bi-Weekly	\$3,320	\$3,486	\$3,661	\$3,844	\$4,036	\$3,428	\$3,599	\$3,780	\$3,969	\$4,167
Annual	\$86,320	\$90,636	\$95,186	\$99,944	\$104,936	\$89,128	\$93,574	\$98,280	\$103,194	\$108,342

### 9160 Transit Operations Specialist

Step						Effective July 1, 2015				
	1	2	3	4	5	1	2	3	4	5
Hourly	\$44.2125	\$46.4250	\$48.7375	\$51.1750	\$53.7375	\$45.6625	\$47.9500	\$50.3500	\$52.8625	\$55.5000
Bi-Weekly	\$3,537	\$3,714	\$3,899	\$4,094	\$4,299	\$3,653	\$3,836	\$4,028	\$4,229	\$4,440
Annual	\$91,962	\$96,564	\$101,374	\$106,444	\$111,774	\$94,978	\$99,736	\$104,728	\$109,954	\$115,440

### 9520 Transportation Safety Specialist

Step						Effective July 1, 2015				
	1	2	3	4	5	1	2	3	4	5
Hourly	\$44.5750	\$46.8000	\$49.1375	\$51.6000	\$54.1750	\$45.9875	\$48.2750	\$50.7000	\$53.2250	\$55.8875
Bi-Weekly	\$3,566	\$3,744	\$3,931	\$4,128	\$4,334	\$3,679	\$3,862	\$4,056	\$4,258	\$4,471
Annual	\$92,716	\$97,344	\$102,206	\$107,328	\$112,684	\$95,654	\$100,412	\$105,456	\$110,708	\$116,246

## **APPENDIX B: PAST PRACTICES – MTA**

1. Employees requesting 6<sup>th</sup> day of work on RDO will be given priority in the same group over employees requesting 7<sup>th</sup> day of work.
2. Coveralls will be provided to street inspectors upon request when required to work on or under vehicles.
3. Transportation Controllers/Trainees will be entitled to one (1) forty five (45) minute break during an eight (8) hour shift. Breaks will be scheduled on the needs of service and staggered throughout the day.
4. Transportation Controllers/Trainees will be entitled to one (1) twenty (20) minute break after each four (4) hours of overtime worked.
5. Transportation Controllers/Trainees rotate their consoles on a weekly basis.
6. Employees returning to class 9139 from a promotive class will go in place on the relief board in their previous unit. The returning employee will maintain sign up seniority if the employee returns within a one-year time limit.
7. Street Inspectors assigned MTA vehicles that are shared by more than one shift are allowed to leave their assigned districts fifteen (15) minutes early for travel time to return to the vehicle pool location.
8. Street Inspectors will be allowed to take breaks between calls, except during rush hours and delays, upon notification and approval of the TMC.
9. The duration of short term reassignments will be defined within the Voluntary Transfer Process and included in the bulletin.
10. Regularly occurring special assignments will be included as part of the shift details prepared for the Voluntary Transfer Process.

## **APPENDIX C: EMPLOYEE ASSISTANCE PROGRAM & 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 problems arising from a variety of personal areas.

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

EAP’s provide training and consultation services to management and union leadership regarding assisting troubled employees.

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

Motivating employees to help;

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

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

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

Providing crisis intervention services;

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

Acting as an education and training resource.

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

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

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

- Maintain a toll-free telephone access for referrals and respond to calls in no more than sixty (60) seconds.
- Provide union/management consultation relative to the development and integration of organizational policies and procedures necessary for effective Employee Assistance Program implementation.
- Orient employees regarding the purpose, scope, nature and use of the Employee Assistance Program.
- Train Union (including Division Chairpersons and any other Union officials), supervisory and management staff to develop the knowledge and skills necessary to effectively utilize the program in the performance of their responsibilities.
- Provide direct one-to-one counseling utilizing licensed professional staff for crisis management and to identify and evaluate personal concerns among Employer's employees and/or their immediate dependents. Such direct counseling shall provide for three (3) sessions per family per year. Fees for any counseling sessions exceeding three (3) will become the financial responsibility of the employee and/or dependent, unless otherwise arranged for by the employer. For non-urgent situations, an appointment will be offered within seventy-two (72) hours of request. For urgent situations, an appointment will be offered on the same day as the request for service.
- Provide legal consultation, medical advice, financial consultation; one (1) consultation per incident is provided for each service, up to three (3) incidents per service, per year.
- Provide referral services to professional community resources for treatment and/or assistance, as may be appropriate.
- Provide continuing liaison and contact, when appropriate, between the employee, treatment agent or agency, and Employer to determine case status.
- Provide monthly statistical evaluation of program activity, and other reports, as needed.
- Send its principal or his designated representative to monthly meetings of the Municipal Railway Improvement Fund Board of Trustees, and any other

meetings as reasonably required.

- Assess all employees involved in Critical Incidents (e.g., on the job assaults, threats and/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 shall have appointing and removal authority over all personnel working for the Substance Abuse Program personnel, and shall be responsible for the supervision of the SAP.

(3) EAP Services:

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

(4) The Peer Assistance System:

(a) Structure:

The outside contractor selected to provide EAP services shall also 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 an electronic communication device. The full compensation of the Peer Assistant providing such night, weekend and holiday coverage shall be by Standby Pay at the rate of ten percent (10%) of their regular straight time rate of pay. Standby Pay will not be provided for regular daily coverage.

(b) Peer Assistance Oversight Committee:

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

(c) SFMTA Liaison:

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



London Breed, Mayor

Malcolm Heinicke, Chair  
Gwyneth Borden, Vice Chair  
Cheryl Brinkman, Director

Amanda Eaken, Director  
Cristina Rubke, Director  
Art Torres, Director

Edward D. Reiskin, Director of Transportation

## SIDE LETTER

### 9136 Transit Training Specialist Classification

This letter is to document the intent of San Francisco Municipal Transportation Agency (SFMTA) to status grant current eligible 9139 Transit Supervisors in the Training Department to the newly created 9136 Transit Training Specialist classification. SFMTA shall consult with the Civil Service Commission on the status granting process. To be eligible, employees must meet the following conditions:

- Employee must be permanent civil service (PCS) status in the 9139 Transit Supervisor job classification. This includes anyone still serving a probationary period as a 9139.
- Employee must be assigned to the Training Department prior to the status grant effective date. Employees on leave from the Training Department shall be considered assigned to the Training Unit for purposes of the status grant.

Employees may refuse the status grant, but will be reassigned from the Training Department into a different unit.

The SFMTA shall set the wages for the 9136 Transit Training Specialist classification at 3.25% above the wages for the 9139 Transit Supervisor classification.

When the SFMTA conducts the next three-year Voluntary Transfer Process for employees in the 9136 and 9139 classifications, the SFMTA shall not impose any limit on the number of employees who can move out of the Training Department. The limit on movement into the Training Department shall remain in place. If the requests to move out of the Training Department are thirty percent (30%) or less, the SFMTA shall complete movement as a result of the voluntary transfer process within eighteen (18) months. If the requests to move out of the Training Department are more than thirty percent (30%), the SFMTA shall complete movement as a result of the voluntary transfer process within twenty-four (24) months.