

THIS PRINT COVERS CALENDAR ITEM NO. : 13

**MUNICIPAL TRANSPORTATION AGENCY
City and County of San Francisco**

DIVISION: Office of the Board of Directors

BRIEF DESCRIPTION:

Appointing Edward Reiskin to the position of Director of Transportation of the Municipal Transportation Agency, effective August 15, 2011 and approving the execution of an employment agreement with Mr. Reiskin

SUMMARY:

- Charter Section 8A.102 (c) states that the SFMTA board of directors shall appoint a Director of Transportation, that the director shall be employed pursuant to an individual employment contract, and that an independent survey shall be conducted and that the director's compensation shall be comparable to chief executive officers of the public transportation systems that most closely match the MTA in size, mission and complexity.
- The terms of the contract include an annual salary in the amount of \$294,00; and a term of three years from August 15, 2011 to August 14, 2014

ENCLOSURES:

1. SFMTAB Resolution
2. Employment Agreement

APPROVALS:

DATE

FINANCE _____

EXECUTIVE DIRECTOR/CEO _____

SECRETARY _____

ADOPTED RESOLUTION _____ Roberta Boomer _____

BE RETURNED TO

ASSIGNED MTAB CALENDAR DATE: _____

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PURPOSE

To appoint Edward D. Reiskin to the position of Director of Transportation between August 15, 2011 and August 14, 2014.

GOAL

This appointment will support all of the goals and objectives in the SFMTA's Strategic Plan.

DESCRIPTION

Charter Section 8A.102 (c) states that "The Agency's board of directors shall appoint a Director of Transportation, who shall serve at the pleasure of the board. The Director of Transportation shall be employed pursuant to an individual contract. His or her compensation shall be comparable to the compensation of the chief executive officers of the public transportation systems in the United States which the directors, after an independent survey, determine most closely resemble the Agency in size, mission, and complexity".

In June 2010, former Exec. Director/CEO Nathaniel P. Ford and the SFMTA Board of Directors announced that Mr. Ford would be leaving the SFMTA as of June 30, 2011. On June 28, 2011, the Board of Directors appointed Ms. Debra Johnson to serve as acting Executive Director/CEO to serve until such time as the Board of Directors selects and appoints a candidate to serve as Director of Transportation on a permanent basis.

On June 24, 2011, the position was posted on the SFMTA's website and notices were sent to the American Public Transportation Association and the Conference of Minority Transportation Officials. In addition, all Bay Area Transit Agencies, community agencies, all inter- and intra-city departments and local unions received notice of the posting.

In order to solicit input from staff and stakeholders regarding the qualities and experience that the ideal candidate should possess, the Board asked the Citizen's Advisory Council to provide their comments. In addition, the Board crafted a survey that was provided to staff and stakeholders. Over 600 people completed the survey. In addition, Chairman Nolan met with approximately 50 senior staff to discuss their thoughts regarding the future of the agency and the ideal candidate to lead the agency forward.

From the over 30 individuals who submitted an application from across the United States, on July 19, 2011, the SFMTA Board of Directors interviewed candidates for the position and selected Edward Reiskin to serve as the next Director of Transportation for the SFMTA.

The terms of the agreement include an annual salary in the amount of \$294,000 and a term of three years from August 15, 2011 to August 14, 2014.

Salary Comparability Survey

Charter Section 8A.102 (c) (1) states that the compensation paid to the Director of Transportation “shall be comparable to the compensation of the chief executive officers of the public transportation systems in the United States, which the directors, after an independent survey, determine most closely resemble the Agency in size, mission and complexity”.

In October 2010, a survey was conducted to determine the salary of the Chief Executive Officers at regional and California transit properties and at transit systems that closely resemble the SFMTA in size, mission and complexity. It is important to note that the SFMTA is unique in its’ structure as no other transit property includes other modes such as bicycles, parking garages, pedestrians, traffic engineering, and taxicabs within their jurisdiction. The proposed salary is comparable to those identified in the 2010 survey; however it is considered to be at the lower range of salaries paid.

The City Attorney has reviewed this calendar item.

ALTERNATIVES CONSIDERED

Not applicable.

FUNDING IMPACT

Funds are available in the FY12 operating budget

OTHER APPROVALS RECEIVED OR STILL REQUIRED

None.

RECOMMENDATION

Approval is a policy matter for the SFMTA Board of Directors.

MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS
CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION No. _____

WHEREAS, The Board of Directors of the San Francisco Municipal Transportation Agency (SFMTA) has the duty under San Francisco Charter Section 8A.102(c)(1) to appoint a Director of Transportation who shall serve at the pleasure of the Board; and

WHEREAS, On August 2, 2011, the Board of Directors is appointing Edward D. Reiskin to the position of Director of Transportation, effective August 15, 2011, to serve in that capacity until August 14, 2014; and

WHEREAS, Charter Section 8A.102(c) (1) requires that the Director of Transportation be employed pursuant to an individual employment contract; and

WHEREAS, The Board of Directors has reviewed the employment agreement between the City and Mr. Reiskin on file with the Secretary to the Board of Directors; now, therefore, be it

RESOLVED, That the Board of Directors, on behalf of the City and County of San Francisco, acting by and through the SFMTA, authorizes Chairman Tom Nolan to execute the employment agreement with Edward D. Reiskin governing Reiskin's appointment to and service as Director of Transportation between August 15, 2011 and August 14, 2014.

I hereby certify that the foregoing resolution was adopted by the Municipal Transportation Agency Board of Directors at its meeting of _____.

Secretary, Municipal Transportation Agency Board

SFMTA EMPLOYMENT AGREEMENT
Edward D. Reiskin

THIS AGREEMENT (Agreement) is made this 2nd day of August, 2011, by and between the City and County of San Francisco, a municipal corporation (City), acting by and through the Board of Directors of the San Francisco Municipal Transportation Agency (Board and SFMTA), and Edward D. Reiskin (Reiskin), an individual.

- 1) **Appointment of Reiskin.** On August 2, 2011, the Board appointed Reiskin as the Director of Transportation for the City, under San Francisco Charter Sections 8A.102(c) (1). Reiskin accepts this appointment with the understanding that he shall serve at the pleasure of the Board as an at-will, exempt employee and may be terminated at any time subject to the provisions of Section 6 below.
- 2) **Term of Appointment.** Reiskin's appointment shall be for a term commencing on August 15, 2011 and terminating on August 14, 2014, unless it is earlier terminated as provided in Section 6 below.
- 3) **Authority and Duties.** Reiskin shall exercise all duties of a City department head, including, without limitation, the duties set forth in Section 8A.102 of the Charter and Section 2A.30 of the San Francisco Administrative Code, as those laws may be amended from time to time. Accordingly, Reiskin shall be the appointing authority for the SFMTA with power to appoint, discipline, remove, and supervise all employees of the SFMTA as provided by law. Reiskin shall administer and manage the SFMTA and shall perform any other duties and responsibilities consistent with Reiskin's position as may be assigned to him from time to time by the Board.
- 4) **Extent of Service.** Reiskin agrees to devote his full time and best efforts to the business of the SFMTA. During Reiskin's term as Director of Transportation, Reiskin will not accept any employment with any other person, corporation, firm, or entity, or accept appointment as a member of a non-profit or governmental board or commission without prior approval from the Board.
- 5) **Compensation & Benefits.**
 - a) Reiskin's annual base salary for the term of this Agreement shall be \$294,000, subject to such deductions and withholding as may be required by law, authorized by this Agreement, or otherwise authorized by Reiskin. Reiskin's base annual salary shall be payable in the same manner and at the same time as other SFMTA employees are paid.
 - b) At least once a year, the Board shall consider adjustment to Reiskin's base salary in consideration of changes in the Consumer Price Index – Urban (CPIU) for the Bay Area, changes in compensation for other service critical employees of the SFMTA, Reiskin's performance as Director of Transportation, and any other such factors as may be agreed to between the parties. Any adjustment in Reiskin's base salary shall be approved as an Amendment to this Agreement in accordance with Section 12.
 - c) The parties acknowledge that the San Francisco Charter establishes the levels and terms and conditions of retirement benefits for members of the San Francisco Employee Retirement System (SFERS), including Reiskin. Reiskin will be responsible for paying his employee contribution to SFERS as required by the Charter.

d) Except as otherwise provided in this Agreement, Reiskin will be entitled to and subject to the benefits, obligations, and other terms and conditions of employment equivalent to those provided, as of July 1, 2011, for a member of the Executive Management bargaining unit (TEM) under the agreement for fiscal years 2006-2012 between the Municipal Executives Association (“MEA”) and the SFMTA (the “2012 MEA MOU”), excluding the provisions of the 2012 MEA MOU listed on Exhibit A to this Agreement. When the 2012 MEA MOU refers to action by the Appointing Officer or City, such action shall be taken by the SFMTA Board of Directors. After expiration or amendment of the 2012 MEA MOU, the terms in effect immediately prior to expiration or amendment will continue to apply for the term of this Agreement, until such time as the Board and Reiskin agree to an Amendment in accordance with Section 12.

6) **Termination of Agreement.**

a) **Termination for Convenience.** The Board may terminate this Agreement at any time at its convenience, without cause and without stating any reasons therefore. If the Board terminates this Agreement for convenience, Reiskin shall be entitled to severance as provided in Section 7.

b) **Termination for Cause.** The Board may terminate this Agreement for Cause. Reiskin's compensation and benefits shall terminate immediately upon termination for Cause. A determination that Cause for termination exists shall be made within the discretion of the Board and without any requirement of a hearing or right to an appeal of any kind. Cause shall be defined as:

- (1) any material violation by Reiskin of this Agreement or of any City or SFMTA policy, practice or procedure, including, but not limited to policies prohibiting workplace violence or threats, discrimination, harassment, or retaliation in the workplace; or
- (2) the commission by Reiskin of any material act of misconduct or dishonesty or intentional or grossly negligent disclosure of confidential information; or
- (3) the commission by Reiskin of any material act prohibited by the SFMTA Statement of Incompatible Activities; or
- (4) the commission by Reiskin of any act or omission that the Board concludes has a direct, substantial and adverse effect on the reputation of the City or SFMTA or on Reiskin's ability to provide effective leadership for the SFMTA, including but not limited to any act that reflects dishonesty in representations made by Reiskin in connection with his selection and appointment as Director of Transportation.

7) **Severance.** In the event the Board terminates Reiskin for convenience, Reiskin shall receive all earned but unpaid compensation under this Agreement plus six months' base salary, calculated without adjustments made pursuant to Section 5(b) of this Agreement, to be paid in the same manner and at the same time as other SFMTA employees are paid; provided, however, that the Board may, in its sole discretion, determine to pay such amount in a lump sum. Reiskin shall not be entitled to any severance payment under this provision unless Reiskin submits to the SFMTA Board, in a form acceptable to the City Attorney, a waiver of rights releasing the City and all agents, employees, departments, commissioners and officers thereof, from any and all actions, causes of action, damages, claims and demands, in law or in equity, that may arise out of Reiskin's employment or termination.

8) **Resignation, Death, Incapacity.** Reiskin may resign his appointment upon at least 60 days' advance written notice to the SFMTA Board of Directors or any shorter period

agreed to by the SFMTA Board of Directors. Compensation due under the terms of this Agreement shall cease on the day after Reiskin's resignation, death or incapacity. For purposes of this Agreement, "incapacity" shall be defined as the inability of Reiskin, as a result of any physical or mental illness, to perform the essential functions of the Director of Transportation position with or without reasonable accommodation.

- 9) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California and enforced only in a state or federal court located in San Francisco, California.
- 10) **Notices.** All notices and any other written communication required or permitted to be served hereunder or by law shall be in writing and be deemed served by delivering or mailing the same, postage prepaid, and addressed as follows:

To Board: Chairman, Board of Directors
 San Francisco Municipal Transportation Agency
 One South Van Ness Avenue, Seventh Floor
 San Francisco, California 94103

To Reiskin: Director of Transportation
 Municipal Transportation Agency
 One South Van Ness Avenue, Seventh Floor
 San Francisco, California 94103

- 11) **Representation.** The position of Director of Transportation of the SFMTA is not represented by any union or covered by any union contract nor is it covered under the Unrepresented Employee Ordinance.
- 12) **Entire Agreement / Amendment.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written understandings between the parties. There are no oral or written covenants, inducements, promises or agreements between the parties except as contained herein. This Agreement may be amended only by a writing signed by and approved by the Board of Directors of the Municipal Transportation Agency and Reiskin in the same manner as this Agreement.

Tom Nolan, Chairman
SFMTA Board of Directors

Approved as to Form:
Dennis J. Herrera
City Attorney

By: _____
Julia M. C. Friedlander
General Counsel, SFMTA
Deputy City Attorney

Edward D. Reiskin

Authorized By Municipal Transportation
Agency Board of Directors

Resolution No: _____

Adopted: _____

Attest: _____
Roberta Boomer, Secretary
SFMTA Board of Directors

Exhibit A
Employment Agreement for Edward D. Reiskin

The following provisions of the 2012 MOU between the Municipal Executives Association (“MEA”) and the SFMTA (the "MEA MOU") are *excluded* as provided in Section 5(d) of this Employment Agreement:

1. Article I. Representation
2. Article II. Employment Conditions
3. The following sections of Article III: Pay, Hours and Benefits:

Section IIIA:	Wages
Section IIIB:	SFMTA Salary Plan
Section IIIC:	Reorganization
Section IIID:	Pay for Performance
Section IIIE:	Acting Assignment Pay
Section IIIF:	Supervisory Differential Adjustment
Section IIIG:	IT Supervisory Adjustment
Section IIIH:	Adjustments
Section IIII:	Salary Step Plan and Salary Adjustments
Section IIIJ:	Methods of Calculation
Section IIIK:	Work Schedules
Section IIIL:	Administrative Leave, except for paragraphs 155 and 156
Section IIIM:	Overtime
Section IIIN:	Exceptions to Normal Work Schedules for Which No Extra Compensation Is Authorized
Section IIIO:	Fair Labor Standards Act
Section IIIP:	Call Back
Section IIIQ:	Pyramiding of Premiums
Section IIIR:	Severance
Section IIIS:	Holidays, except for paragraphs 176 through 178, the first paragraph of paragraph 179, and paragraph 181
Section IIIW:	Wellness Program
Section IIYY:	Unpaid Furloughs
Section IIIAA:	Provisional, Temporary and Temporary Exempt Eligibility for Health Service System
Section IIIBB:	Retirement
Section IIIEE:	Capital Improvement Program (CIP)
Section IIIGG:	Parking Facilities

4. The following section of Article IV: Training, Career Development and Incentives:

Section IVA: Management Training
Section IVB: Paid Status During Training

5. The following sections of Article V: Working Conditions:

Section VA: Health and Safety

6. Article VI: Implementation and Term of Agreement