

SFMTA//TWU LOCAL 200

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, ~~2009~~ 2011- June 30, ~~2014~~ 2014

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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
- 9139 Transit Supervisor I
- 9140 Transit Manager I
- 9141 Transit Manager II
- 9150 Train 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. 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 work loads;
 - 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 Section I.E. (Paragraph 310) above 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. 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.

14. 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.
15. 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.
16. 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.
17. 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.
- ~~18. If, in the judgment of the supervisor, permission cannot be granted immediately to the shop steward to investigate or present a grievance during on-duty time, such permission shall be granted by the supervisor no later than the next working day from the date the shop steward was denied permission, unless the parties agree to an alternative time.~~
18. In handling grievances or disciplinary matters, the shop steward shall have the right to:
19. Consult with the affected employee regarding the presentation of a grievance after the employee has requested the assistance or presence of the shop steward.
20. Present to a supervisor a grievance, which has been requested by an employee or group of employees, for resolution or adjustment.
21. Investigate any such grievance so that such grievance can be properly discussed with the supervisor or the designated representative.
22. 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.

23. 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 his/her post of duty to assist the employee.
24. Shop stewards shall not interfere with the work of any employee.
25. 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.
26. Employee Representatives. Pursuant to the Meyers-Milias-Brown Act and Employee Relations Operating Resolution (EROR):
27. 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.
28. 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.

Information Requests

29. 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.

I.F.: GRIEVANCE PROCEDURE AND THE DISCIPLINE PROCESS

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30. 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.

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Definition Of A Grievance

31. 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."

32. A grievance does not include the following:

All civil service rules excluded pursuant to Charter Section A8.409-3.

The SFMTA's exercise of its management rights.

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33. Time Limits And Extensions The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

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.

34. 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.

35. The Parties may mutually agree that a grievance may be filed at Step 3 of the grievance procedure. Any such agreement must be confirmed in writing.

36. Statement Of A Grievance

A grievance shall specify:

the specific section(s) of this Agreement that is alleged to have been violated;

the facts giving rise to the alleged violation; and

the remedy requested for the alleged violation.

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Grievance Initiation

37. 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.38. Union Rights In Individual Employee Filed Grievances

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 4.

39. **Procedural Steps In Processing a Grievance**

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40. 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.
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41. 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.
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42. Step 2: Appeal to Manager Designated By Director of Transportation
The grievant or the Union may appeal from the decision at Step 1 within fifteen (15) working days after the Step 1 decision. This appeal shall be in writing and shall set out fully the basis of the grievance. The appeal shall be made to a Manager designated by the Director of Transportation. The Designated Manager shall conduct a meeting on the grievance. Within fifteen (15) working days of receiving the grievance the Designated Manager shall render his/her written decision, sending it to the Union representative and the grievant.
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43. Step 3: Appeal to Manager, Employee & Labor Relations
At any time within five (5) working days after the Step 2 decision, the grievant or the Union may appeal the Step 2 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.

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44. Step 4: (Binding Arbitration Level)

The Union may, at any time within fifteen (15) working days after the mailing of the Step 3 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 3 decision. The arbitrator shall conduct a hearing on the grievance or grievances submitted to him/her within thirty (30) working days after receipt by him/her, 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 4.

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 his/her 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.

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49. Expedited Arbitration Procedures
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:

By agreement of the parties, or,

50. 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.

51. 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 an 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 his/her decision provided that the parties, by mutual agreement, may elect to obtain written decision following the parties' submission of written briefs.

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

The Discipline Process

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53. 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 Article I.F. above. SFMTA shall initiate discipline no later than thirty (30) days after the completion of a timely and diligent investigation. SFMTA shall initiate discipline by providing written notice to the employee of the basis for discipline and proposed penalty.

54. 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.

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55. 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.

56. Unpaid Leave During Investigations

Placement of an employee on unpaid leave pending an investigation shall not constitute discipline, and shall not be subject to the grievance procedures in Article I.F. above.

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57. Performance Evaluations

Performance evaluations shall not constitute discipline and shall not be subject to the grievance procedure. ~~in Article 7~~ 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.

58. 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 his/her 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.

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59. Pre-Discipline Due Process Rights (Skelly Meeting)

Employees shall be entitled to a Skelly meeting prior to discipline being imposed. During the Skelly meeting an employee shall be entitled to:

- A notice of the proposed action;
- The reasons for the proposed discipline;
- A copy of the charges and the materials upon which the action is based;
and
- The right to respond, either orally or in writing, to the authority initially bringing charges.
- 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.
- The SFMTA Employee Labor Relations section shall conduct Skelly meetings.

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60. Progressive Discipline: For most offenses, management is expected to use a system or 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.

Appeal of Discipline

61. 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. DUES DEDUCTION / AGENCY SHOP

62. Payroll deductions from the pay of employee(s) covered by this CBA for dues to be paid to Local 200 shall be made by the Controller in accordance with the Controller's regulations and the provisions of San Francisco Administrative Code Section 16.90 et seq. (Article V). The MTA agrees to transmit said funds to Local 200 once monthly to Local 200 headquarters. The MTA further agrees that it will check off and transmit to Local 200 Special Fund the amount specified monthly from the wages of those employee(s) who voluntarily authorize such contributions on the forms provided for that purpose by said fund. These transmittals shall occur monthly and shall be accompanied by a list of the employee(s) from whom such deductions have been made and the amounts deducted.

Application

63. For the term of this Agreement, all current and future employees of the MTA subject to the terms and conditions of this Agreement, except set forth below, shall, as a condition of continued employment, become and remain a member of the Union or in lieu thereof, shall pay an agency fee to the Union. Such agency fee shall not exceed the standard initiation fee, periodic dues and general assessments (hereinafter collectively termed membership fees) of the Union representing the employee's classification. The agency fee payment shall be established annually by the Union, provided that such agency shop fee will be used by the Union only for the purposes of collective bargaining, contract administration and pursuing matters affecting wages, hours and other terms and conditions of employment, to the extent allowed by law.

Religious Exemptions

64. If an employee in a classification covered by this Agreement sincerely holds religious beliefs that include conscientious objections to joining or financially supporting a labor organization, the employee shall not be required to pay the service fee. In lieu of paying the service fee, the employee shall pay a charitable contribution equal to the service fee to one of the three following charitable organizations: (1) United Way of the Bay Area, (2) Community Health Charities of California (San Francisco/East Bay Branch), or (3) Local Independent Charities. The

charitable contribution shall be paid in the amounts and at the times the service fee would otherwise be paid if the employee were not exempt under this paragraph. The employee shall provide the MTA and Union with an acknowledgement of receipt from the charitable organization or other satisfactory evidence that the charitable contribution has been paid.

Payroll Deductions

- 65. a. The Union shall provide the MTA Human Resources Director and the City Controller with a complete list of the classifications subject to this Section represented by the Union and a current statement of membership fees. Such list of represented classifications and statement of membership fees shall be amended as necessary. The Controller may take up to 30 days to implement such changes. The Controller shall make required membership fee or service fee payroll deductions for the Union. Each pay period, the Controller shall make membership fee or service fee deductions, as appropriate, from the regular periodic payroll warrant of each affected employee.
- 66. b. Effective with the first complete pay period worked by an employee newly employed and subject to this Agreement and each pay period thereafter, the Controller shall make membership fee or service fee and initiation deductions, as appropriate, from the regular payroll warrant of each such employee. Nine (9) working days following payday the Controller will promptly pay over the Union all sums withheld for membership or service fees.
- 67. c. The Union shall be entitled to collect, through the payroll deduction method, membership dues, and any special membership assessments, and through that system, may make changes as may be required from time-to-time. The Union shall give the Controller appropriate written notice of any changes in existing deductions, or the establishment of new bases for deduction.

Service Fees

- 68. Service fees from nonmembers shall be collected by payroll deduction pursuant to Administrative Code Section 16.90. Failure to comply with this Section shall be grounds for termination. The Union, at its option, may elect to waive its right to demand termination and instead utilize judicial process to compel payment.

Employee Lists

- 69. The Controller shall also provide with each payment a list of employees paying service fees. All such lists shall contain the employee's name, employee number, classification, department number and the amount deducted.

70. If during the course of this agreement the Controller becomes capable of doing so, upon request by the Union, the MTA shall provide such list on computer diskette or other electronic medium. All reasonable costs associated with such request shall be paid to the MTA by the Union.
71. A list of all employees in represented classes shall be provided to the Union monthly. Nothing in this Section shall be deemed to have altered the MTA's current obligation to make insurance program or political action deductions when requested by the employee.

Financial Reporting

72. Annually, the Union will provide an explanation of the fee and sufficient financial information to enable the service fee payer to gauge the appropriateness of the fee. The Union will provide a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision maker not chosen by the Union and will make provision for an escrow account to hold amounts reasonably in dispute while challenges are pending.

Indemnification

73. The Union agrees to indemnify and hold the SFMTA and the City harmless for any loss or damage arising from the operation of this section.

New Hires

74. The MTA agrees to provide the Union with the names and classifications of newly hired employees on a quarterly basis. The MTA will provide such new employees with information regarding the Union and agency shop.

Data

75. The MTA will provide the Union the following data, for each employee in the covered classifications, on a quarterly basis within legal and reasonable administrative constraints.

1. Name;
2. Employee Number;
3. Current Classification.

76. Upon written request, the MTA agrees to provide to the Union, on an annual basis, gender information by job classification.
77. The Union shall comply with the requirements set forth in Chicago Teachers Union v. Hudson, 475 U.S. 292 (1986) for the deduction of agency shop fees. Annually, the Union shall certify in writing to the City that the content of the written notice meets the requirements set forth in this section and in Hudson.

1.H. GENERAL INFORMATION

78. 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.
79. 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

80. The SFMTA and Local 200 agree that this Agreement shall be administered in a nondiscriminatory manner. Specifically, no employee covered by this Agreement shall be discriminated against because of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, physical or mental disability, age, political affiliation or opinion or Local 200 membership or activity. Discrimination as used herein shall mean discrimination as defined by Title VII of the 1964 Civil Rights Act, as amended, the Civil Rights Act of 1991, the California Fair Employment and Housing Act, the Americans with Disabilities Act, the California and United States Constitutions, the Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1967, the Civil Rights Act of 1866, Meyers-Miliias-Brown Act and any other laws and regulation relating to employment discrimination.
81. A complaint of discrimination may, at the employee's option, be processed through the SFMTA's Equal Employment Opportunity complaint process, or federal or state administrative or judicial processes. If the employee elects to pursue a non-contractual remedy for discrimination, it shall constitute a waiver of the right to pursue that complaint through the grievance and arbitration procedure.

II.B. AMERICANS WITH DISABILITIES ACT

82. 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

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A. Assignments

83. For the purpose of this Agreement, "assignment" shall mean the designation of a 9139 employee to a specific position or set of responsibilities at a designated division or work location.

84. 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

85. For the purpose of this Agreement, "initial assignment" shall mean "the designation of a newly appointed 9139 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.

C. Change Of Assignment

86. For the purpose of this Agreement, a "change of assignment" shall mean a change in a 9139 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.

87. 1. Employee-Initiated Change Of Assignment

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 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.

88. In selecting a employee to fill vacancies in a 9139 assignment, including employees within the classification who have requested a employee-initiated change of assignment within the 9139 classification, SFMTA shall consider the criteria listed in paragraph D. below for each assignment, and select the employee on the basis of qualifications and skills. However, 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

Classification

89. SFMTA may initiate a change of assignment of employees within the 9139 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 employee to the vacancy.

D. Qualifications and Skills for Assignment and Change of Assignment

90. The qualifications and skills required for specialty shall be those described in the following paragraphs.

1. Condition Of Assignment Of 9139 To Training

91. As a condition of assignment to training, employees shall obtain and maintain all regulatory requirements, including all licenses or medical certifications required to train operators on the equipment to which operators are assigned.

92. SFMTA will provide training to all affected employees in order to maintain all regulatory requirements required to train operators on the equipment to which operators are assigned. Each employee remains solely responsible for attending and satisfactorily completing all regulatory requirements, including all licenses, medical certifications, and training. In addition, each employee shall submit a validated copy of any required certificate(s), license(s), or other documentation to SFMTA.

93. Failure to meet the requirements of this section will result in reassignment to a non-training assignment in the affected employee's classification.

2. Condition Of Assignment Of 9139 To Schedule Maker

94. As a condition of assignment to schedule maker, employees shall demonstrate proficiency in Trapeze or current scheduling software, payroll systems, and mapping programs; demonstrate ability to develop and validate transit route schedules; demonstrate ability to coordinate schedules with other groups such as operations planning, operations, and vehicle maintenance; demonstrate ability to create detailed and efficient schedules based on operations planning service needs by applying work rules, hours of service, ridership and other data; demonstrate mathematical aptitude, spatial aptitude – i.e., ability to estimate driving time for streets and distances; demonstrate ability to work independently with minimal supervision; and demonstrate ability to work effectively with detailed charts and spreadsheets over long period of time.
95. SFMTA will provide training to all affected employees in order to maintain all conditions of assignment to schedule maker division. Each employee remains solely responsible for attending 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.
96. Failure to meet the requirements of this section will result in reassignment to a non-schedule making assignment in the affected employee's classification.

3. Condition Of Assignment Of 9139 To Dispatcher

97. As a condition of assignment to Dispatch, employees shall demonstrate proficiency in the use of the Trapeze Ops dispatch program; strong verbal communications skills; ability to interact effectively with a broad variety of personalities; strong organizational and analytical skills, detailed knowledge of SFMTA's Agreements and related work assignment policies; experience with complex filing procedures; SFMTA will provide training to all affected employees in order to maintain all conditions of assignment to dispatch. Each employee remains solely responsible for attending 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.

98. Failure to meet the requirements of this section will result in reassignment to a non-dispatcher assignment in the affected employee's classification.

4. Condition Of Assignment Of 9139 To Central Control

99. As a condition of assignment to Central Control, employees shall demonstrate at least two (2) years of experience as street supervisor or dispatcher or similar position in comparable transit agency; proficiency in Trapeze or current scheduling software, strong verbal communications skills; ability to interact effectively with a broad variety of personalities; strong organizational and analytical skills, detailed knowledge of SFMTA's Agreements and related work assignment policies. SFMTA will provide training to all affected employees in order to maintain all conditions of assignment to Central Control. Each employee remains solely responsible for attending 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.

7-100. 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 his/her sign up seniority if he/she returns within a one-year time limit.

101. 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
- 9150 Train Controller
- 9160 Transit Operations Specialist
- 9520 Transportation Safety Specialist

102. 9139 Voluntary Transfer Process (Classification 9139): There shall be a voluntary transfer process within the 9139 classification once every three (3) years. Movement among specialty assignments as a result of the voluntary transfer process will be phased in over a one year period.

103. 9139 Specialty Assignments: Schedules, Safety and Training, and Central Control shall be limited to a turnover of thirty percent (30%). Movement as a result of change of

assignments in the period between Voluntary Transfer Process will be considered as part of the 30% limitation at the time of the Voluntary Transfer Process.

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104. H. 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.
105. 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.
106. Assignment Premiums. Those assignments that have pay premiums shall be so marked.
107. Voluntary Transfer Requests: Voluntary Transfer requests for an assignment shall be limited to qualified employees, and shall be in direct seniority order..
108. Voluntary Transfer Procedures. Each employee shall have five (5) minutes to select a voluntary transfer assignment. If an employee will not be present, she or he can leave five (5) choices of assignment on the prescribed form or designate in writing a Local 200 representative to select her/him. If no choices have been made known, the following procedures will govern assignments:
109. a. The employee will be assigned to the same assignment as occupied before the sign-up if that assignment is still open.
110. b. The employee will be assigned the most similar available assignment in the same group with similar hours and days off.
111. c. The employee will be assigned to another group for which the employee is qualified with similar hours and days off.
112. d. The employee will be assigned to the group where now working but to a shift with different hours and/or days off.

113. e. The employee will be assigned by Management to any open position for which the employee is qualified, preferably with similar type of equipment.
114. 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 or before thirty (30) days following 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.
115. Changing Assignments. Employees changing work assignments to another group will be trained in required aspects of the work of the new group..
116. 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 .
- ~~408.~~
- ~~409.~~
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117. 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.
118. 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 his/her RDO.

119. 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.

~~114. c.~~

120. 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.
121. Central Control Dispatchers 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.
122. Central Control Dispatchers will be entitled to one (1) twenty (20) minute break after each four (4) hours of overtime worked.
123. 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.
124. The duration of short term reassignments will be defined Voluntary Transfer Process and included in the bulletin.
125. 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.

126. 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.
127. 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 he or she be considered. Such reassignments shall be made within the criteria stated above.
128. Central Control Staffing. SFMTA shall provide adequate staffing at Central Control on weekends to permit an employee working the 10:00 a.m. to 6:00 p.m. assignment to take breaks. Central Control Dispatchers rotate their consoles on a weekly basis.
129. 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, he or she 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.
130. 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.
- 124.—.
131. Street Inspectors may have their mail delivered to their corners upon request.
132. 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.
133. Street Inspectors will be allowed to take break between calls, except during rush hours and delays, upon notification and approval of Central Control.

II.D. PERSONNEL FILES AND OTHER PERSONNEL MATTERS

134. 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.
135. No material may be entered into the official personnel file without knowledge of the employee and a copy being given to him/her. An employee will have the option to sign, date and attach a response to material entered in his/her personnel file within thirty (30) days of his/her 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 his/her 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.
136. 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.
137. Employee(s) who work at less than acceptable levels of performance may be subject to disciplinary measures.
138. 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

139. 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 or eligibles 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

140. 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.
141. 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.
142. 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.
143. 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.
144. 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 Board (JLMB)

Union/SFMTA Relations Committee

145. 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

Committee Composition

146. 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.

Committee Purpose

147. 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 Central Control on-street parking challenges.

Committees' Recommendations

148. 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.

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II.H. SENIORITY

149. 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.
150. 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.
151. 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.

152. 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 hire in the classification and the position on the Civil Service list shall determine the order for change of assignments and voluntary transfer process.
153. Vacation sign-ups shall be conducted by the end of January of each year for that 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

II.I. PROBATIONARY PERIOD

154. The probationary period shall be one year, as defined and administered by the Civil Service Commission.

II.J. ANTI-NEPOTISM

155. 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 he or she possesses the appropriate qualifications shall be required to do so. This provision is not intended to affect the rights of any employee under the Civil Service rules.

ARTICLE III: PAY, HOURS AND BENEFITS

III.A. WAGES

- ~~144. Effective April 5, 2008, an across the board increase of two percent (2.0%) shall be conferred.~~

~~145. Effective April 4, 2009, an across the board increase of three and three quarters percent (3.75%) shall be conferred.~~

~~146. All base wage increases shall be rounded to the nearest salary grade.~~

Internal Adjustments

~~147. Effective July 1, 2007, there shall be a one-time, two percent (2%) internal adjustment for employees in Class 9140 Transit Manager I, Class 9141 Transit Manager II and Class 8121 Fare Inspections Supervisor/Investigator.~~

First Fiscal Year 2011-2012: Base Hourly Rate Of Pay:

156. Effective July 1, 2011 and continuing until June 30, 2012, the base hourly rate of pay for bargaining unit members shall remain the same as the FY 2010-211 base rate of pay stated on Appendix A, attached to this Agreement, and incorporated by reference into this Agreement. In other words, the FY 2011-2012 base rate of pay shall remain the same as the 2010-2011 base rate of pay.

Second Fiscal Year 2012-2013: Base Hourly Rate Of Pay

157. Effective July 1, 2012 and continuing until June 30, 2013, the base hourly rate of pay for bargaining unit members shall remain the same as the FY 2011-2012 base rate of pay stated on Appendix A, attached to this Agreement, and incorporated by reference into this Agreement. In other words, the FY 2012-2013 base rate of pay shall not be increased over the 2011-2012 rate of pay.

Third Fiscal Year 2013-2014: Base Hourly Rate Of Pay

158. Effective July 1, 2013 and continuing until June 30, 2014, the base hourly rate of pay for bargaining unit members shall remain the same as the FY 2011-2012 base rate of pay stated on Appendix A, attached to this Agreement, and incorporated by reference into this Agreement. In other words, the FY 2013-2014 base rate of pay shall not be increased over the 2011-2012 rate of pay.

~~148. Unpaid Furlough — One (1) unpaid furlough day will be taken by each bargaining unit member between June 30, 2009 and June 30, 2010.~~

III.B. COMPENSATION FOR VARIOUS WORK SCHEDULES

159. 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.

160. 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.
161. 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.
162. 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; (4) 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.
163. An employee who is required to serve on a jury or report to Court for jury duty on her/his 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.
164. Statutory holidays shall be counted as hours actually worked.
165. All compensation shall be calculated upon the hours actually worked proportionate to the compensation for a normal work schedule.
166. Fulltime 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

167. 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

168. 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 4% 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.
169. 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 And Pager Pay

170. 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 twenty-five (25%) percent of their regular straight time rate of pay for the period of such standby service, except that employees shall be paid five (5%) percent of their regular straight time rate of pay for the period of such standby service when outfitted by the Department with an electronic paging device. 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.
171. 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

172. a. Central Control Pay. After certification, all employees working in Central Control shall receive an increase of one-half step on the salary grade (2.5%).
173. b. 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.
174. c. 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.
175. In the Safety and Training Department the lead instructor for new operator classes will be rotated.

4. Lead Person Pay

176. 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 fifty cents (\$1.50) per hour, payable only for days and/or hours actually worked.

5. Shift Differential (For Class 7412 only)

177. 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.

6. Bilingual Pay

178. 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.

7. Automobile Allowance And Transportation

179. 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 his/her employment in the field; (3) the reason why the employee was precluded by his/her job duties from putting change into the meter in a timely manner.

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.

Driver's License Reimbursement

180. 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.

8. Acting Assignment Pay

181. 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:
182. a. the assignment shall be in writing;
183. b. the position to which the employee is assigned must be a budgeted position.

184. 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.
185. 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.
186. e. Requests for classification or reclassification review shall not be governed by this provision.
187. 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.
188. 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. She or he shall receive the pay of a 9140 retroactive to the first day if in the position for five (5) consecutive days or more.

9. Supervisory Differential Adjustment

189. 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:
190. The supervisor, as part of the regular responsibilities of his/her class, supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or subordinates.
191. The supervisor must actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignment.
192. 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.
193. 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.

194. 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.
195. 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.
196. If the application of this section adjusts the compensation grade of an employee in excess of his/her 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 his/her highest paid subordinate, provided that the applicable conditions of this section are also met.
197. 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%).
198. 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.

10. Other Additional Compensation

199. 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 have volunteered to 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.
200. 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.
201. 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.

11. Safety Division Instructor Premium

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

~~12. MTA INCENTIVES FOR SERVICE CRITICAL EMPLOYEES AT MTA~~

~~193. Consistent with Proposition E (Charter Section 8.A.100), the MTA and the Union agree to reward employees for the attaining of various service, performance and attendance goals as set forth herein in Appendix A. The compensation provisions of Appendix A are hereby incorporated by reference into this CBA.~~

~~13. COMMENDABLE ATTENDANCE PAYMENT – PILOT PROGRAM~~

~~194. Effective July 1, 2007, employee(s) covered by this CBA who meet all of the requirements of the Commendable Attendance Pilot Program will be entitled to an annual payment of \$350 if they meet the eligibility requirements as follows:~~

~~195 a. Employees must actually have worked 1880 hours, exclusive of overtime hours, in the previous fiscal year (2006 – 2007).~~

~~196 b. Employees must have no discipline of a suspension or higher during the previous fiscal year.~~

~~197 c. Employees must be currently employed in the bargaining unit at time of payout, or, employees who separate from city service after July 1 but before the October payout and who separate with services satisfactory, shall receive their payment by mail. Employees must provide a valid mailing address at time of separation.~~

~~198 d. Payment to take place the second full pay period in October 2007. This is a pilot program. Continuation into 2008 is contingent upon a five percent (5%) annual increase in the number of qualifying employees.~~

~~200. Note: The 1880 hours will include the following: Regular scheduled work hours, legal holidays, jury duty, and military leave.~~

III.D. OVERTIME COMPENSATION & COMP. TIME

203. 1. Overtime and Comp Time Calculation. 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. 2. 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.

204. 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.
205. a. 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.
206. b. 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.
207. c. 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. NOTE: Clarify Language.
208. d. Compensatory time shall be earned at the rate of time and one half. Employees occupying non "Z" designated positions shall not accumulate a balance of compensatory time earned in excess of 240 hours calculated at the rate of time and one half.
209. e. Employees working overtime during premium pay time shall receive overtime pay based on the premium rate.
210. f. 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.

211. g. Recordation Of Overtime. All overtime worked which is authorized by the Appointing Officer shall be recorded on separate timerolls. Compensation for overtime worked as provided in this Section shall be paid on an hourly basis. When improved methods of payroll processing are implemented and with the approval of the MUNI Human Resources Director and the Controller, such overtime may be recorded on the regular timerolls. The Department 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.
212. h. Overtime Earned ("O.E."). When an employee covered by this CBA is transferred from one group to another within Department, the accumulated "overtime earned" time shall be transferable by the employee to be used in his or her new position.
213. 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.
214. 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.
215. 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.
216. 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.
217. 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.
218. 6). Requests for time off lasting more than three (3) days must be approved by the group or Department manager.
219. 2. Working on Regular Day Off ("RDO"): 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.

- 220. 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 (s)he be provided with less than eight (8) hours of work on that day.
- 221. If an employee is passed over incorrectly in the RDO rotation pursuant to procedures established by the Department, (s)he will be moved to the top of the list established for their next RDO.
- 222. 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 (s)he be provided with less than eight (8) hours of work on that day.

RDO Procedures:

- 223. a. Supervisors shall be offered RDO overtime by equal rotation.
- 224. b. Supervisors requesting work shall submit request for work form no later than 48 hours prior to day desiring to work.
- 225. 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.
- 226. d. Employees requesting 6th day of work on RDO will be given priority in the same group over employees requesting 7th day of work.
- 227. 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.
- 228. 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.
- 229. g. Supervisors requesting to work a type of RDO work and later refusing 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.
- 230. h. No overtime work shall be assigned to a person in another section if there are people in that section willing to work.
- 231. 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 supervisor shall be moved to the bottom of the list for refusing to work any shift other than that in the time frame requested.

232. 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

233. 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

234. 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.

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

236. 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 he/she 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.

237. 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.3. 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.

238. 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.
239. 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.
240. MUNI may excuse any 9139 scheduled to work under the following conditions:
241. 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.
242. b. Block personnel who are detailed on holidays shall be scheduled for holiday work ahead of the relief board.
243. c. Block and relief supervisors will be assigned holiday shifts that become open in seniority order, giving preference to those who want to work.
244. 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.
245. 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 his/her 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.3., herein.
246. 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.

247. 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.

248. Floating Holidays. In addition to the holidays listed herein, the employees covered by this CBA will receive three (3) floating holidays. Only employees working a Normal Work Schedule, as described in Article III.B., will receive three (3) floating holidays. The three (3) 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 three (3) floating holidays. The three (3) 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 three (3) floating holidays if not taken off. The three (3) floating holidays shall not be considered holidays for purposes of calculating holiday compensation for time worked.

~~230.—~~

~~231.—~~

III.F. SALARY STEP PLAN AND SALARY ADJUSTMENTS

249. 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

250. 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 his/her salary adjusted to that step in the promotive class as follows:

251. a. If the employee is receiving a salary in his/her 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.

252. b. If the employee is receiving a salary in his/her 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.

253. 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.

254. For purpose of this Section, appointment of an employee as defined herein to a position in any class the salary grade for which is higher than the salary grade of the employee's class shall be deemed promotive.

2. Non-Promotive Appointment

255. 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

256. 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:

257. a. A former permanent MTA employee, following resignation with service satisfactory, is being reappointed to a permanent position in his/her former classification; or

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

259. 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

260. 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.

261. 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

262. 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

263. 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 his/her salary shall be adjusted on July 1, to the rate he/she would have received had he/she been promoted in the current fiscal year.

264. 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.

265. 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 he/she would have received had he/she 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 his/her former classification, and provided further that the increased payment shall be discontinued if the employee waives an offer to promotion from his/her 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.

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

267. 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.
268. 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.
269. 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

270. 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 his/her current salary, and if he/she 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.
271. 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.
272. 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.

273. 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

274. 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.
275. 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

276. Entry At The First Step. Full time employees shall advance to the second step upon completion of six months service and to each successive step upon completion of the one year required service.
277. Entry At Other Than The First Step. Employees who enter a classification at a rate of pay at other than the first step shall advance one step upon completion of the one year required service. Further increments shall accrue following completion of the required service at this step and at each successive step.
278. 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.
279. Exceptions. An employee shall not receive a salary adjustment based upon service as herein provided if he/she 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 his/her previous increment equals or exceeds the service required for the increment, and such increment date shall be his/her 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.

280. 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.
281. Paid service for this purpose is herein defined as exclusive of any type of overtime but shall include military or educational leave without pay.
282. 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 his/her 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 his/her permanent position.

III.I. WORKERS COMPENSATION LEAVE

283. 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.
284. 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.
285. 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.

286. 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.
287. 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.
288. 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.

Return To Work

289. 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.
290. 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)

291. 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

292. Health Service System Contributions. MTA shall contribute to the City Health Service System for each employee covered by this CBA who is a member of the Health Service System such sums as are required by the CITY Charter. The MTA agrees to maintain its contribution for health benefits at the current levels for the life of the agreement.

293. Medically Single. For "medically single" employees, i.e., benefited employees not receiving the contribution paid by the MTA for dependent health care benefits, SFMTA shall contribute all of the premium for the employee's own health care benefit coverage.

2. Life Insurance

294. 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.

295. Eye Examinations. 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.

3. Dependent Health Care Pick-Up

296. For dependent health care coverage in 2011-2012, SFMTA shall contribute up to a maximum of \$692.02 per covered employee per month. For dependent health care coverage in 2012-2013, SFMTA shall contribute up to a maximum of \$719.70 per covered employee per month. For dependent health care coverage in 2013-2014, SFMTA shall contribute up to a maximum of \$748.49 per covered employee per month. The contributions described in this paragraph shall not be

considered as part of the employee's compensation for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, or retirement benefits, nor shall the contributions be taken into account in determining the level of any other benefit that is a function of or percentage of salary.

4. Dental Coverage

297. 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

298. 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

299. Effective July 1, ~~2006~~2011, represented employees who are members of San Francisco Employee Retirement System (SFERS) ~~agree to pay their own employee retirement contribution in an amount equal to seven and one-half percent (7.5%) of covered gross salary~~ shall be responsible for the unit member's employee share of contributions to SFERS. For old plan SFERS members under Charter Section A8.509, the SFMTA will contribute a total of 0.5% of pension covered gross salary. ~~Employees who became members of SFERS prior to November 2, 1976 (Charter Section A8.509 Miscellaneous Plan), the MTA shall pick up the remaining one-half percent (0.5%) of the total eight percent (8%) employee retirement contribution to SFERS.~~

300. 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.301.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

302. 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.
303. 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.
304. All such seminars must be located within the Bay Area.
305. This section shall not be subject to the grievance procedure.

III.M. ~~PILOT WELLNESS INCENTIVE PROGRAM~~

- ~~289. Effective July 1, 2002, any fulltime employee leaving the employment of the city upon service or disability retirement may receive payment for a portion of sick leave earned but unused at the time of separation.~~
- ~~290. The amount of this payment shall be equal to two and one-half percent (2.5%) of sick leave balances earned but unused at the time of separation times the number of whole years of continuous employment times an employees salary rate, exclusive of premiums or supplements, at the time of separation. Vested sick leave hours, as described by CSC rules, shall not be included in this computation.~~
- ~~291. For example:~~
- ~~Employee A retires with 20 years of service.~~

~~Employee A has a sick leave balance of 500 hours~~

~~Employee A has a base salary rate of \$50.00 per hour at the time of separation.~~

~~Wellness Incentive = 2.5% for each year of service *20 years of service = 50%~~

~~50% *500 hours = 250 hours~~

~~250 hours *\$50.00 (base salary rate at time of separation) = \$12,500.00~~

~~292. The number of hours for which an employee may receive cash payment shall not exceed one thousand forty (1040) including any vested sick leave hours.~~

~~293. The wellness incentive bonus shall not be considered as part of an employee's compensation for the purpose of computing retirement benefits.~~

III.N. LEAVES OF ABSENCE

306. 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.

Bereavement Leave

307. 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.O. CHILD CARE and DCAP

308. 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.

Dependent Care Reimbursement Account (DCAP)

309. 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 ~~\$5,000 per year~~ the maximum permitted by the law to reimburse dependent care costs.

Parental Release Time

- 310. 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).
- 311. 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.P. LONG TERM DISABILITY INSURANCE

- 312. 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.Q. TUITION REIMBURSEMENT

- 313. 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 (\$500) per fiscal year from this special allocation. If any portion of said allocation remains unexpended on June 30th of any fiscal year, it shall be carried over to the next fiscal year. The Union shall be sent a quarterly report of the persons who have applied for tuition reimbursements, purpose of reimbursement, and monies allocated.
- 314. 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.315. 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.

316. 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.
317. 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.

ARTICLE IV: WORKING CONDITIONS

IV.A. HEALTH & SAFETY

~~307.—~~

~~308.—~~

~~309.—~~

~~310.—~~ 318. 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.

319. Shelters for Street Supervisors. The parties agree that there is a continuing need for shelters for Street Supervisors.

320. 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.

321. 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.

Coveralls will be provided to street inspectors upon request when required to work on or under vehicles.

IV.B. UNIFORMS & EQUIPMENT

322. 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 (1) 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 (1) foul-weather jacket; one (1) pair foul-weather trousers; one (1) warm outer jacket; and one (1) cold weather hat.
323. The Appointing Officer or his/her designee shall continue to meet and confer with Local 200 regarding the concept of safety with regard to TS uniforms.
324. 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 him/her 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.

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

ARTICLE V: SCOPE OF AGREEMENT

325. 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.

326. Complete Agreement

This MOU 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.

327. 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.

328. 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.

329. 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.

330. Should any part hereof or any provision herein be declared invalid by reason of conflict with a charter provision or existing ordinances or resolutions which the Board of Supervisors and/or the SFMTA Board of Directors had not agreed to alter, change or modify, or by any decree of a court, such invalidation of such part of portion of this CBA shall not invalidate the remaining portions hereof and the remaining portions hereof shall remain in full force and effect for the duration of the CBA.

Duration Of Agreement

331. This Agreement shall be effective July 1, ~~2011~~, and shall remain in full force and effect through June 30, ~~2014~~.

IN WITNESS HEREOF, the parties hereto have executed this MOU this _____ day of _____, 2011.

FOR THE SAN FRANCISCO MUNICIPAL
TRANSPORTATION AGENCY

FOR THE UNION

Nathaniel P. Ford, Sr.
Executive Director/CEO

Reginald McCray
President
Transport Workers Union, Local 200

Debra A. Johnson
Director of Administration, Taxis & Accessible
Services

Andre Andrews
1st Vice-President
Transport Workers Union, Local 200

Mike Helms
Labor Relations Manager

Paul Lee
Secretary-Treasurer
Transport Workers Union, Local 200

Elizabeth Valdellon
Recording Secretary
Transport Workers Union, Local 200

APPROVED AS TO FORM:
DENNIS HERRERA, CITY ATTORNEY

Ayn Antonio
Trustee
Transport Workers Union, Local 200

Elizabeth Salvesson
Chief Labor Attorney

Marshall McGehee
Executive Board Member
Transport Workers Union, Local 200

APPENDIX A: TWU LOCAL 200 PAY RATES

1773 Media Training Specialist

Step	1	2	3	4	5
hourly	\$34.8250	\$36.5750	\$38.4000	\$40.3250	\$42.3375
bi-weekly	\$2,786	\$2,926	\$3,072	\$3,226	\$3,387
annual	\$72,436	\$76,076	\$79,872	\$83,876	\$88,060

7412 Automotive Service Worker Assistant Supervisor

Step	1	2	3	4	5
hourly	\$26.8125	\$28.1500	\$29.5625	\$31.0375	\$32.5875
bi-weekly	\$2,145	\$2,252	\$2,365	\$2,483	\$2,607
annual	\$55,770	\$58,552	\$61,490	\$64,558	\$67,782

8121 Investigator/Transit Fare Supervisor

Step	1	2	3	4	5
hourly	\$33.4875	\$35.1625	\$36.9125	\$38.7625	\$40.7000
bi-weekly	\$2,679	\$2,813	\$2,953	\$3,101	\$3,256
annual	\$69,654	\$73,138	\$76,778	\$80,626	\$84,656

9135 Passenger Service Specialist

Step	1	2	3	4	5
hourly	\$26.3750	\$27.6875	\$29.0750	\$30.5250	\$32.0500
bi-weekly	\$2,110	\$2,215	\$2,326	\$2,442	\$2,564

annual	\$54,860	\$57,590	\$60,476	\$63,492	\$66,664
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9139 Transit Supervisor

Step	1	2	3	4	5
hourly	\$34.8250	\$36.5750	\$38.4000	\$40.3250	\$42.3375
bi-weekly	\$2,786	\$2,926	\$3,072	\$3,226	\$3,387
annual	\$72,436	\$76,076	\$79,872	\$83,876	\$88,062

9140 Transit Manager I

Step	1	2	3	4	5
hourly	\$41.1125	\$43.1625	\$45.3250	\$47.5875	\$49.9750
bi-weekly	\$3,289	\$3,453	\$3,626	\$3,807	\$3,998
annual	\$85,514	\$89,778	\$94,276	\$98,982	\$103,948

9141 Transit Manager II

Step	1	2	3	4	5
hourly	\$46.4250	\$48.7375	\$51.1750	\$53.7375	\$56.4250
bi-weekly	\$3,714	\$3,899	\$4,094	\$4,299	\$4,514
annual	\$96,564	\$101,374	\$106,444	\$111,774	\$117,364

9150 Train Controller

Step	1	2	3	4	5
hourly	\$40.3250	\$42.3375	\$44.4625	\$46.6750	\$49.0125
bi-weekly	\$3,226	\$3,387	\$3,557	\$3,734	\$3,921
annual	\$83,876	\$88,062	\$92,482	\$97,084	\$101,946

9160 Transit Operations Specialist

Step	1	2	3	4	5
hourly	\$42.9500	\$45.1000	\$47.3500	\$49.7250	\$52.2000
bi-weekly	\$3,436	\$3,608	\$3,788	\$3,978	\$4,176
annual	\$89,336	\$93,808	\$98,488	\$103,428	\$108,576

9520 Transportation Safety Specialist

Step	1	2	3	4	5
hourly	\$43.2500	\$45.4125	\$47.6875	\$50.0750	\$52.5750
bi-weekly	\$3,460	\$3,633	\$3,815	\$4,006	\$4,206
annual	\$89,960	\$94,458	\$99,190	\$104,156	\$109,356

APPENDIX C

EMPLOYEE ASSISTANCE PROGRAM AND PEER COUNSELING PROGRAM

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

A. OVERVIEW OF EAP PROGRAM

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

EAP's offer assistance by helping employees assess and identify 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. He/she shall have appointing and removal authority over all personnel working for the Substance Abuse Program personnel, and shall be responsible for the supervision of the SAP.
 - (3) EAP Services:
The SFMTA and the Unions have concluded that it is in the best interests of all concerned to establish a uniform EAP Program for all employees. On this basis, the parties agree that the SFMTA shall engage an outside contractor to provide these services.
 - (4) The Peer Assistance System:
 - (a) Structure:
The outside contractor selected to provide EAP services shall also be directly responsible for the clinical and administrative management of the Peer Assistance Program. This Program shall be established on a 24-hour, seven-day a week basis. The peer assistants shall provide coverage during regular business hours (Monday - Friday, 8:30 a.m. - 5:00 p.m.) for all Muni worksites or sections. A system-wide EAP crisis hotline shall be established. Night, weekend and holiday crisis coverage shall be provided by one of the peer assistants and shall be rotated among the peer assistants, who shall be available on a pager. The full compensation of the Peer Assistant providing such night, weekend and holiday coverage shall be pager pay. Pager pay will not be provided for regular daily coverage.
 - (b) Peer Assistance Oversight Committee:
This Committee, composed of one representative from Locals 250A, 200, 6, 790 and 1414, shall be responsible for troubleshooting 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 him/herself 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 his/her 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 MOU'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.