

AMENDMENT NO. 1
TO
THE JULY 1, 2004 – JUNE 30, 2008 MEMORANDUM OR UNDERSTANDING
BETWEEN THE MUNICIPAL TRANSPORTATION AGENCY
AND
TRANSPORT WORKERS UNION, LOCAL 250-A (9163)

Pursuant to reopener negotiations in July 2006, the parties agree to amend the existing Memorandum of Understanding effective September 1, 2006, as follows:

Note: New language is in **bold double underline** and deleted language is in ~~strikeout~~.

ARTICLE 4. Section 4.3 Line Trainer Rates

Certain runs in each division will be designated "line trainer runs". Operators who sign on these runs are requested to qualify as certified line trainers by passing the prescribed line trainer course and tests, and are requested to take students. Effective immediately upon ratification by the MTA, line trainers **who pull out between 5:00 a.m. and 2:59 p.m.** will be paid ~~\$4.00~~ **\$5.00** per hour above their regular rate of pay for each hour or portion thereof while instructing or training students.

The line trainer compensation rate shall be \$7.00 per hour for those operators who pull out between 3:00 p.m. and 4:59 a.m.

ARTICLE 8: Section 8.8 Uniforms and Equipment [*add new language following existing paragraph 56*]:

Shoes and Uniform Maintenance Allowance

Employees with 1600 hours in revenue service in the qualifying fiscal year shall receive an annual allowance of \$250 for work shoes and \$300 for uniform cleaning and maintenance. The allowance will be paid in December of each year for the preceding fiscal year. Operators working as Division Chairpersons, yard starters, Cable Car turn-around and Metro "702" will qualify.

SECTION 8.17 Pilot Wellness Program [*new provision*]

The MTA shall implement a "wellness incentive program" to promote workforce attendance.

Any full-time employee leaving the employment of the City upon service or disability retirement may receive payment of a portion of accrued sick leave credits at the time of separation.

The amount of this payment shall be equal to two-and-one-half percent (2.5%) of accrued sick leave credits at the time of separation times the number of whole years of continuous employment times an employee's salary rate, exclusive of premiums or supplements, at the time of separation. Vested sick leave credits, as set forth under Civil Service Commission Rules, shall not be included in this computation.

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Example of Calculation:

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 \$25.00 per hour at the time of separation.

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

50% x 500 hours = 250 hours.

250 hours x \$25.00 (base salary at time of separation) = \$6,250.00

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

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

Employees must have at least three hundred (300) hours of accrued sick leave as of the last day of employment in order to be eligible to receive the benefits of the wellness program.

The Pilot Wellness Incentive Program shall be discontinued effective June 30, 2010.

Section 8.18 Operator of the Month Recognition Allowance *[new provision]*

The MTA shall provide an Operator Recognition Allowance payment as follows: Systemwide Operator of the Month - \$500, Operator of Month - \$400 each and the Runner Up - \$250 each. Operators cannot opt to take a day off with pay in lieu of the payment.

ARTICLE 9: Section 9.7 Personal Leave **Other Paid Time Off**

An operator will be permitted to have a day off to meet personal needs subject to the following conditions:

The Operator shall use paid leave. In cases of a verifiable emergency, an Operator with no available paid leave may be permitted to take the day off without pay. For purposes of this section, "Paid leave" is defined as vacation, ~~paid sick leave~~, floating holidays and any days off available to the Operator under Section 9.3(c) or Section 9.3 (d)

No more than 1% of the operators in a division may take off the same day unless, consistent with service needs, the Division Superintendent, Division Lead Dispatcher and Division Chair agree in advance to allow additional operators to take the day off.

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(c) A roster of those requesting days off shall be maintained by the Division Manager and the union division chairperson, and days off will be permitted in order of request.

(d) Requests for the day off must be placed on the roster not less than 120 hours before the operator's regular report time for the day requested off.

(e) The maximum number of days off per year permitted operators for personal needs pursuant to this section is three.

(f) Up to four times a year, an operator shall be permitted to use four hours of accrued paid leave: (1) for a medical or dentist appointment where the Operator provides the Division Superintendent with five days advance notice and written verification of the appointment (**Operator may use paid sick leave**) or (2) for a verifiable emergency, including family emergencies (as approved by the Division Superintendent, Division Lead Dispatcher, and Division Chair).

ARTICLE 17: Section 17.3 Cable Car Grip-person and Conductor and LRV **and F Line Operator Report and Turn-In Time**

Each run for a cable car grip-person, cable car conductor and for a regular LRV **and F Line** operator shall be scheduled for not less than 8 hours plus 32 minutes for report and/or turn-in time. Part-time runs on LRV equipment operated by part-time operators shall have added to the run time, and any minimum guarantee for that run, 14 minutes for report and/or turn-in time. The procedures for scheduling the report and turn-in times shall be determined jointly by the division manager of the division involved and the union.

ARTICLE 18: Section 18.3 Regular Day Off

An operator required to work on his or her regular days off in any scheduled work week shall be paid no less than eight (8) hours work. Operators working RDO will be paid time and a half for such work only if the operator has worked 40 hours in the ~~previously scheduled~~ **same** work week, or has authorized absences (as defined below) in addition to working time in the ~~previously scheduled~~ **same** work week totaling 40 hours.

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DATED: _____

FOR THE MTA

FOR THE UNION

Nathaniel P. Ford, Sr.
Executive Director/CEO

Hubert Snead, International Vice President
Transport Workers Union of America

Stuart Sunshine
Executive Deputy Director

Irwin Lum, President
TWU 250-A (9163)

Vicki Rambo, Labor Relations Manager
Chief Negotiator

Rafael Cabrera, Executive Vice President
TWU 250-A (9163)

Diana Buchbinder
Acting DGM Human Resources

Paul Lee, Secretary Treasurer
TWU 250-A (9163)

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

Gina Roccanova
Deputy City Attorney