



Municipal Transportation Agency



SFMTA/IBEW LOCAL 6

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

AND

**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 6**

**FOR SERVICE CRITICAL CLASSIFICATIONS
AT THE MUNICIPAL RAILWAY AND DEPARTMENT OF PARKING AND
TRAFFIC**

July 1, 2010 - June 30, 2012

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ARTICLE I - REPRESENTATION

1. This Memorandum of Understanding (hereinafter Agreement) is entered into by the San Francisco Municipal Transportation Agency (hereinafter "SFMTA") pursuant to the exercise of SFMTA's discretion under Charter Section 8A.104(l) and Local Union No. 6, International Brotherhood of Electrical Workers, AFL-CIO (hereinafter "Union"). This agreement shall be effective as of July 1, 2010, upon approval by the, adoption by the Board of Directors and ratification of the membership of the Union.

I.A. RECOGNITION

2. The SFMTA recognizes International Brotherhood of Electrical Workers Local Union 6, AFL-CIO (IBEW 6) as the exclusive representative of all employees of the SFMTA assigned to Bargaining Unit SFMTA 01-L including:

- 6252 - Line Inspector
- 7214 - Electrical Transit Equipment Superintendent
- 7216 - Electrical Transit Shop Supervisor I
- 7235 - Transit Power Line Supervisor I
- 7238 - Electrician Supervisor I
- 7244 - Power Plant Supervisor I
- 7253 - Electrical Transit Mechanic Supervisor I
- 7255 - Power House Electrician Supervisor I
- 7256 - Electric Motor Repair Supervisor I
- 7274 - Transit Power Line Worker Supervisor II
- 7276 - Electrician Supervisor II
- 7279 - Powerhouse Electrician Supervisor II
- 7287 - Supervising Electronic Maintenance Technician
- 7308 - Cable Splicer
- 7318 - Electronic Maintenance Technician
- 7319 - Electric Motor Repairer
- 7329 - Electronics Maintenance Technician Assistant Supervisor
- 7345 - Electrician
- 7364 - Power House Operator
- 7365 - Senior Power House Operator
- 7366 - Transit Power Line Worker
- 7371 - Electrical Transit System Mechanic
- 7380 - Electrical Transit Mechanic, Assistant Supervisor
- 7390 - Welder
- 7408 - Assistant Power House Operator
- 7430 - Assistant Electronic Maintenance Technician
- 7432 - Electrical Line Helper
- 7510 - Lighting Fixture Maintenance Worker
- 9145 - Traffic Signal Electrician
- 9147 - Traffic Signal Electrician Supervisor I
- 9149 - Traffic Signal Electrician Supervisor II

and any and all employees assigned to new or different classifications hereafter who perform work within the scope of work covered by this Agreement or are accreted to

bargaining Unit SFMTA 01-L pursuant to the procedures of the Employee Relations Operating Resolution.

3. The work covered by and subject to the terms and conditions of this Agreement shall be that work that upon execution of this Agreement is currently being assigned to employees in Bargaining Unit SFMTA 01-L in the classifications heretofore enumerated and/or claimed by IBEW Local 6.

I.B. INTENT

4. This Agreement shall, to the extent its terms address a subject within the scope of bargaining and arbitration pursuant to Charter Section A8.409 *et seq.* supersede and prevail over any contrary ordinance, resolution, rule, charter provision and/or regulation of any agency of the City and County of San Francisco, including the Office of the Mayor, the Board of Supervisors, The SFMTA Board of Directors Departments and/or City and County Boards or Commissions.

I.C. NO WORK STOPPAGES

5. It is understood and agreed that during the term of this Agreement neither the Union nor any person covered hereunder shall engage in a strike, slowdown or work stoppage against the SFMTA, nor shall the Union or any person covered hereunder honor any picket line of any other group of SFMTA employees who are obliged under a contractual no strike provision or any provisions of the City Charter to refrain from strikes, slowdowns, or work stoppages against the SFMTA and/or the City and County of San Francisco.

I.D. OBJECTIVE OF THE MTA

6. Administrative Code Section 16.215 is incorporated herein and made a part hereof as if set forth in its entirety.

I.E. MANAGEMENT RIGHTS

7. The SFMTA retains all rights as set forth in the provisions in the Charter of the City and County of San Francisco, existing ordinances and Civil Service rules establishing and regulating the Civil Service System; provided, however, that amendments to said existing ordinances and civil service rules may be proposed through the meeting and conferring process. These rights include but are not limited to the power, duty and right to: direct the work of employees; hire, promote, demote, transfer, assign and retain employees; suspend or terminate employees for proper cause; relieve employees of duties because of lack of work or funds; establish performance standards and evaluate employees; determine and implement the methods, means, assignments, classifications and personnel by which its operations are to be conducted; and to initiate, prepare, modify and administer its budget. The SFMTA has the right to promulgate reasonable rules and regulations pertaining to the employees covered by this Agreement, so long as these rules

and regulations or any of the other rights in this paragraph do not conflict with any term or condition of this Agreement.

I.F. OFFICIAL REPRESENTATIVES AND STEWARDS

1. Official Representatives

8. The Union may select up to the number of employees as specified in the SFMTA Employee Relations Operating Resolution for purposes of meeting and conferring with the SFMTA on matters within the scope of representation. If a situation should arise where the Union believes that more than a total of five (5) employee members should be present at such meetings and the SFMTA disagrees, the Union shall discuss the matter with the SFMTA Human Resources Director and the parties shall attempt to reach agreement as to how many employees shall be authorized to participate in said meetings.
9. The organization's duly authorized representative shall inform in writing the department head or officer under whom each selected employee member is employed that such employee has been selected.
10. No selected employee member shall leave the duty or workstation, or assignment without specific approval of appropriate Employer representative.
11. In scheduling meetings, due consideration shall be given to the operating needs and work schedules of the department, division, or section in which the employee members are employed.

2. Stewards

12. The Union shall have the right to appoint Stewards who shall be under the direction of the Business Manager of the Union where employees are employed under the terms of this Agreement. The Union shall provide the SFMTA with a written list of Stewards and their work locations, and shall notify the SFMTA of any changes in the designation of Stewards.
13. The Stewards shall see that this Agreement and working conditions are observed, protecting the rights of both the SFMTA and the employees covered by this Agreement. Their duties include the investigation and presentation of grievance for adjustment.
14. Upon notification of an appropriate management person, stewards, subject to management approval, which shall not be unreasonably withheld shall be granted release time to investigate and process grievances and appeals. Stewards shall advise their supervisors/management of the area or work location where they will be investigating and processing grievances.
15. Stewards shall be provided with access to a room, without unreasonable delay, to investigate and process grievances and appeals at the SFMTA.

I.G. AGENCY SHOP

Application

16. For the term of this Agreement, all current and future employees of the SFMTA 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 a 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.

Religious Exemptions

17. Any employee in a classification covered by this Agreement, who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and is recognized by the National Labor Relations Board to hold such objections to Union membership, shall, upon presentation of membership and historical objections satisfactory to the SFMTA and the Union, be relieved of any obligation to pay the required service fee.

Payroll Deductions

18. a. The Union shall provide the SFMTA 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.
19. 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.
20. c. The Union shall be entitled to collect, through the payroll deduction method, membership dues, PAL deductions, 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

21. 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

22. 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.
23. If during the course of this agreement the Controller becomes capable of doing so, upon request by the Union, the SFMTA shall provide such list on computer diskette or other electronic medium. All reasonable costs associated with such request shall be paid to the SFMTA by the Union.
24. 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 SFMTA's current obligation to make insurance program or political action deductions when requested by the employee.

Financial Reporting

25. 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 will make provision for an escrow account to hold amounts reasonably in dispute while challenges are pending.

Indemnification

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

New Hires

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

Data

28. The SFMTA 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.
29. Upon written request, the SFMTA agrees to provide to the Union, on an annual basis, gender information by job classification.
 30. The SFMTA will provide such necessary documents for representation and bargaining purposes that could otherwise be obtained via the California Public Records Act.

I.H. GRIEVANCE PROCEDURE

31. Any disputes arising between the Union and the SFMTA involving interpretation, application, and/or compliance with the terms and conditions contained in this agreement shall be resolved in accordance with procedures set out herein.
32. Disciplinary suspension and/or discharge grievances may be filed only by the Union, and shall be filed in writing with the management official designated within fourteen (14) working days of formal written notice to the Union of the proposed discipline or discharge.
33. Contract grievances not involving suspension or discharge, may be filed at either Step 3 or Step 4 as appropriate within thirty (30) working days of the date of the events giving rise to the grievance, or within thirty (30) working days of the date the City/Union should reasonably have knowledge of the events giving rise to the grievance.
34. Time limits contained herein are procedural in nature and may be mutually waived by the parties.

Procedural Steps

35. Step 1: An employee having a grievance other than one involving disciplinary suspension or discharge, may first discuss it with the employee's immediate supervisor and try to work out a satisfactory solution in an informal manner. Resolution of any grievance at this step without the formal intervention of the Union or the SFMTA Human Resources Director shall not impair the position of either the Union or the SFMTA Human Resources Director in any subsequent dispute between the SFMTA and the Union which advances beyond this step.
36. Step 2: Any grievance not satisfactorily resolved at Step 1, shall be reduced to writing and moved to the designated management official within fourteen (14) working days. In the event that the Union and the designated management official are unable to resolve the dispute within fourteen (14) working days, either party may move the dispute to Step 3.

37. Step 3: All grievances involving disciplinary suspension or discharge and any grievance not satisfactorily resolved at Step 2 shall be moved in writing to the Appointing Officer or Designee for resolution within fourteen (14) working days. In the event that the dispute is not resolved at the Appointing Officer or Designee level within fourteen (14) working days either party may move the dispute to Step 4.
38. Step 4: Grievances not satisfactorily resolved at Step 3 may be appealed to the SFMTA Human Resources Director within fourteen (14) working days of receipt of the Appointing Officers or Designee's decision. The SFMTA Human Resources Director shall review the appeal and may issue a decision no later than twenty (20) working days following the receipt of the appeal.
39. If the decision of the SFMTA Human Resources Director is unsatisfactory to the Union, only the Union may file a written appeal to arbitrate.

Selection of the Arbitrator

40. When a matter is appealed to arbitration the parties shall first attempt to mutually agree on an arbitrator. In the event no agreement is reached within five (5) working days, the arbitrator shall be selected from a panel obtained through the State Mediation and Conciliation Service.
41. The parties shall make every effort to select a mutually agreeable arbitrator and schedule a hearing date within twenty (20) working days. In the event the parties fail to agree, the arbitrator may be selected by alternately striking from the list supplied by the State Mediation and Conciliation Service.
42. The decision of the arbitrator shall be final and binding on all parties; however, the arbitrator shall have no authority to add to, subtract from, or modify the terms of this agreement.
43. The costs of the arbitrator and any court reporter and arbitration transcript, shall be split between the parties. Costs of the parties transcripts and representation shall be borne by each party.

Discipline/Discharge

- a. Probationary Employees:
44. Probationary employees may be discharged at any time during the employee's probationary period without recourse to the grievance procedure, provided such discharge does not involve discrimination against such individual on account of race, color, creed, sex, religion, national origin, sexual orientation, accommodatable physical or mental handicap or union activities.

45. No discipline may be imposed which would have the effect of extending any probationary period without the consent of the Union.
- b. Non-Probationary and Provisional Employees:
46. Any permanent employee covered by this Agreement who is non-probationary may be disciplined for just cause. Any provisional employee covered by this Agreement who has served the equivalent of a probationary period may be disciplined for just cause. This provision does not apply to exempt employees. Letters of reprimand and adverse employee evaluations shall not be subject to the grievance procedure unless referenced in a subsequent suspension, discharge or demotion which occurs within 2 years, provided however, that after one year, if there has been no subsequent disciplinary action, such letters of reprimand and/or employee evaluation may not be used to support a disciplinary action.
- c. Union Representation
47. No interview, investigatory or otherwise, which may reasonably lead to discipline may be conducted with any permanent non-probationary employee, or any provisional employee who has served the equivalent of a probationary period, who requests the presence of a steward and/or other Union representative at such interview. Management shall have an affirmative duty to advise an employee prior to conducting such an interview of his/her right to Union representation at such interview. If such request is made, reasonable time will be given to the Union Representative to be present at the interview.
- d. "Skelly" Rights
48. Any permanent non-probationary employee or any provisional employee who has served the equivalent of a probationary period subject to discipline or discharge shall be entitled, prior to the imposition of discipline or discharge, to a hearing and to the following:
49. Notice of the proposed action;
50. The reasons for the proposed action; and
51. A copy of the charges the materials upon which the proposed action is based; and the right to respond, either orally or in writing, to the authority initially proposing discipline.
52. No discipline involving suspension or discharge may be implemented unless the Union receives notice in writing of such proposed action at least seven (7) work days in advance of the date such discipline is to take effect.

I.I. SENIORITY

53. The parties agree that there shall be two types of seniority recognized for departmental operating purposes:
54. City Seniority: the date of commencement of continuous city service.
55. Classification Seniority: the date of certification from a Department of Human Resources or SFMTA eligible list to a permanent position. Temporary seniority shall not be considered.
56. In the event that two or more employee's seniority begins on the same date seniority shall be determined in accordance with Civil Service Rule 421.3.
57. Seniority shall not be affected or reduced by periods of authorized leave of absence or authorized reduction in work schedules.
58. SFMTA and the Union may, upon the request of either party, modify the existing CBA rules regarding breaking seniority list ties.
59. As such seniority lists relate to those bids contained within the CBA, any modification must be by mutual agreement and in writing.
60. Seniority for Electrical Transit System Mechanic Class 7371 only is as follows:
- A. FOR THOSE PERMANENT EMPLOYEES WHO WERE FORMERLY IN CLASS 7409:
61. Electrical Transit Service Worker, OR CLASS 7379, Electrical Transit Mechanic, herein referred to as Class 7409 or Class 7379, and whose classifications were consolidated to Class 7371, Electrical Transit System Mechanic, herein referred to as Class 7371, on July 2, 1999.
62. Seniority shall be determined by the earliest date of certification to the department in either Class 7409 or Class 7379:
63. In the event a tie in Certification date, seniority shall be determined by Rank in either Class 7409 and/or Class 7379;
64. In the event of a tie in Rank in either Class 7409 and/or class 7379, seniority shall be determined by the last three (3) digits of the employee's Social Security number; when using the last three (3) digits of the Social Security number, 999 shall be the highest in seniority descending to 000 which shall be the lowest in seniority.

B. FOR THOSE EMPLOYEES WHO ARE APOINTED FROM AN UNRANKED LIST:

65. (a) Those employees who have had a Provisional appointment in either Class 7409/Class 7379/Class 7371, and who are appointed from an UNRANKED list of Class 7371, in the department, seniority shall be determined in the order indicated below:
- (i) Certification Date in Class 7371, in the Department
 - (ii) Start Work Date in Classes 7409/7379/7371, in the department.
 - (iii) Last three (3) digits of employee's Social Security number, 999 shall be the highest in seniority descending to 000 which shall be the lowest in seniority.
66. (b) For those employees who are appointed from an UNRANKED list in Class 7371 with no prior provisional appointment in Class 7409, Class 7379, or Class 7371. Seniority shall be determined in the order as indicated below:
- (i) Certification Date in Class 7371, in the department;
 - (ii) Start Work Date in Class 7371, in the department;
 - (iii) Last three (3) digits of employee's Social Security number, 999 shall be the highest in seniority descending to 000 which shall be the lowest in seniority.

C. FOR THOSE EMPLOYEES WHO ARE APPOINTED FROM A RANKED LIST IN CLASS 7371, SENIORITY SHALL BE DETERMINED IN THE ORDER INDICATED BELOW:

- (i) Certification date in Class 7371, in the department;
 - (ii) Rank on the list;
 - (iii) Start Work Date in the class, in the Department, regardless of status;
 - (iv) Last three (3) digits of the employee's Social Security number, 999 shall be the highest in seniority descending to 000 which shall be the lowest in seniority.
67. Seniority for Welder Class 7390 is as follows:

A. FOR THOSE EMPLOYEES WHO ARE APPOINTED FROM A RANKED LIST IN CLASS 7390, SENIORITY SHALL BE DETERMINED IN THE ORDER INDICATED BELOW:

- (i) Certification date in Class 7390, in the department;
- (ii) Rank on the list;
- (iii) Start Work Date in the class, in the Department, regardless of status;

- (iv) Last three (3) digits of the employee's Social Security number, 999 shall be the highest in seniority descending to 000 which shall be the lowest in seniority.

I.J. BULLETIN BOARDS

- 68. Reasonable space as may be mutually agreed between the parties shall be allowed on bulletin boards for use by the Union to communicate with employees. The parties further agree that all posted materials shall identify the author, be neatly displayed and shall be removed when no longer timely.

I.K. POSTING OF VACANCIES

- 69. Except in cases of urgent need, each SFMTA Division shall post notices of vacancies in a prominent location in the department, and/or at each separate work location of the department, for a period of not less than ten (10) calendar days in order to afford employees interested in reassignment an opportunity to apply for a vacant position. Each such notice shall be in standard announcement format. The posting of notices or announcements shall be subject to the grievance procedure. The appointment to the announced position shall not be subject to the grievance procedure.

ARTICLE II - EMPLOYMENT CONDITIONS

II.A. NON DISCRIMINATION

70. The SFMTA and the Union agree that this Agreement shall be administered in a nondiscriminatory manner and that no person covered by this Agreement shall in any way 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 union membership or activity, or non-membership, nor shall a person be subject to sexual harassment.
71. A complaint of discrimination may, at the option of the employee, group of employees, or the Union, be processed through the grievance and arbitration procedures of this Agreement, or through the applicable Civil Service rules, the City Administrative Code and federal and state law. If the employee, group of employees, or the Union elects to pursue remedies for discrimination complaints outside the procedure of this Agreement, it shall constitute a waiver of the right to pursue that complaint through the grievance and arbitration process. To the extent permissible by law that there is an election to pursue the complaint through the grievance and arbitration process, it shall constitute a waiver of the right to pursue the complaint in other forums.

Each and every provision of this CBA shall be subject to the following:

72. The parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of Federal, State and local disability anti-discrimination statutes and the Fair Employment and Housing Act. The parties further agree that this Agreement shall not be interpreted, administered or applied in any manner inconsistent with such legal requirements. The SFMTA reserves the right to take any action necessary to comply therewith.

II.B. ANTI-NEPOTISM POLICY

73. No employee of the San Francisco Municipal Transportation Agency ("SFMTA") shall knowingly sign up or bid for an assignment that reports directly to or directly supervises the employee's spouse, domestic partner, parent, or child. SFMTA management shall not knowingly assign an employee to such a position. If an employee is in such a position on July 1, 2003 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 Commission Rules) the following shall occur: the first represented employee of the two affected employees who has an opportunity to sign up, bid for, or be assigned to a different assignment shall be required to do so. This provision is not intended to affect the rights of any employee under the Civil Service Commission Rules.

74. This provision shall be effective only in the event that the same language is accepted by TWU 250-A, TWU 200 and Automotive Machinists Local 1414.

II.C. PERSONNEL FILES

75. Only one (1) official file shall be maintained on any single employee in any one department. Unless otherwise specified by the department, the official file shall be located in the departmental personnel office,. An employee shall be given a copy of any derogatory material to be included in the official personnel file. The employee may submit a response to such material within 30 days of receipt of the copy of the derogatory material. Nothing shall be placed in a personnel file unless signed and dated by the author.
76. Each employee shall have the right to review the contents of her/his file upon request. Nothing may be removed from the file by the employee and copies of the contents shall be provided upon written request, according to departmental procedure.
77. With written permission of the employee, a representative of the Union may review the employee's personnel file when in the presence of a departmental representative and obtain copies of the contents upon written request, according to departmental procedure.
78. Upon written request of an employee to the Appointing Officer or designee, material relating to disciplinary actions in the employee's personnel file which have been in the file for more than two (2) years shall be sealed from the date of Supervisor's written recommendation of discipline, provided the employee has no subsequent disciplinary action since the date of such prior action. Performance evaluations are excluded from this provision.
79. The above provision shall not apply in the case of employees disciplined due to misappropriation of public funds or property; misuse or destruction of public property; drug addiction or habitual intemperance; mistreatment of persons; immorality; acts which would constitute a felony or misdemeanor involving moral turpitude; acts which present an immediate danger to the public health and safety. In such cases, an employee's request for removal may be considered on a case by case basis, depending upon the circumstances, by the Appointing Officer or designee.
80. With the approval of her/his supervisor, an employee may request that material relevant to performance, commendations, training or other job related documents, be included in the personnel file.

II.D. PROBATIONARY PERIOD

81. The probationary period shall be 250 regular work days of service, as defined and administered through the Civil Service Commission.

The Appointing Officer and the Union may extend the duration of the probationary period by mutual consent.

II.E. TRAVEL REIMBURSEMENT

Use of Private Automobile on MTA Business

82. Employees whose class specification and/or job announcement does not require the possession and use of an automobile as a condition of employment shall not be required to use their private automobiles to accomplish SFMTA business.
83. Employees using their own vehicle for SFMTA business at the request of the employer or the employer's representative shall be reimbursed for mileage at the rate allowed by the IRS and for all necessary parking and toll expenses.
84. The City agrees to appropriate sufficient funds to the Assessor's Office, the Department of Public Works and the Treasurer's Office, Tax Collector Division, Business Tax Section to pay automobile allowances to employees required to drive a personal automobile for SFMTA business. Employees on leave or extended vacation for twenty-one (21) days or more will not receive the allowance for the days not worked.
85. Employees regularly assigned to work locations outside of the City and County of San Francisco who are required to transport themselves to a location more than 30 minutes travel time from their regularly assigned location, shall not be required to travel on their own time as to that portion of the trip which exceeds 30 minutes.

II.F. SUBSISTENCE PAY

86. Employees shall be paid according to the rate set by the Controller pursuant to Administrative Code Section 10.32, seven (7) days a week, for room and board for such period as the employee is required to live away from the employee's place of residence. Such maintenance shall not be considered as wages and shall be paid by separate check.

II.G. COMPLIANCE WITH CODES

87. All work performed by employees covered by this Agreement shall conform to all applicable codes.

II.H. RENEWAL FEES FOR CERTIFICATIONS, LICENSES, OR REGISTRATIONS

88. When a certificate, license or registration is required by the City or the State as a condition of employment, the SFMTA shall reimburse the employee for the fee for the renewal of such certificate, registration or license. This provision shall not apply to a class "C" drivers license.

II.I. FINGERPRINTING

89. The SFMTA shall bear the full cost of fingerprinting whenever such is required of the employee.

II.J. WORKFORCE REDUCTION

Obligation to Meet & Confer on Employee Workloads

90. The SFMTA and Union acknowledge that there has been and may continue to be a reduction in the SFMTA workforce primarily as a result of reduced revenue and inflation.
91. The SFMTA recognizes its legal obligation to meet and confer in good faith and endeavor to reach agreement on employee workloads, in the event the Union alleges that the reduction in force will result in unsafe or unhealthful working conditions.
92. The SFMTA shall provide any written information relating to staffing levels and workloads in a given department upon written request to the Employee Relation Operating Resolution, with any reproduction costs above single copies to be paid by the Union.

Advance Notice of Pending Layoffs

93. Any employee who is to be laid off due to the lack of work or funds shall be notified, in writing, with as much advance notice as possible but not less than thirty (30) calendar days prior to the effective date of the layoff. Such thirty (30) calendar day minimum advance notice of layoff shall not apply should layoff in a shorter period be beyond the control of the SFMTA. The Union shall receive copies of any layoff notice. The provisions of this section shall not apply to "as needed," or intermittent employees or employees hired for a specific period of time or for the duration of a specific project or employees who are bumped from their position.

Layoff Procedures

94. Layoffs shall be administered pursuant to current practice, except that an employee with permanent seniority in class shall have the right to displace an employee with less permanent seniority in the same class in any department. All bumping and displacement shall first occur within the department that effected the layoff in question prior to City-wide bumping.

II.K. SUBCONTRACTING

"Prop J." Contracts

95. The SFMTA agrees to notify the Union no later than the date the department sends out Requests for Proposals when contracting out of a SFMTA service, and authorization of the Board of Supervisors is necessary in order to enter into said contract.

96. Upon request by the Union, the SFMTA shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.
97. Prior to any final action being taken by the SFMTA to accomplish the contracting out, the SFMTA agrees to hold informational meetings with the Union to discuss and attempt to resolve issues relating to such matters including, but not limited to:
- (1) possible alternatives to contracting or subcontracting;
 - (2) questions regarding current and intended levels of service;
 - (3) questions regarding the Controller's certification pursuant to Charter Section 10.104-15;
 - (4) questions relating to possible excessive overhead in the SFMTA's administrative -supervisory/worker ratio; and
 - (5) questions relating to the effect on individual worker productivity by providing labor saving devices.
98. The SFMTA agrees that it will take all appropriate steps to insure the presence at said meetings of those officers and employees (excluding the Board of Supervisors) of the SFMTA who are responsible in some manner for the decision to contract so that the particular issues may be fully explored by the Union and the SFMTA.

Personal Services Contracts

99. The SFMTA shall notify the Union of proposed personal services contracts where such services could potentially be performed by represented classifications. Such notification shall occur no later than the date a department sends out requests for proposals.
100. If the Union wishes to meet with the department over a proposed personal services contract, the request must be made by the Union to the SFMTA Human Resources Director within two weeks.
101. Discussions shall include, but not be limited to, possible alternatives to contracting or subcontracting and whether the department staff has the expertise and/or facilities to perform the work. Upon request by the Union, the SFMTA shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.

II.L. APPRENTICESHIP PROGRAM

102. The parties agree to meet to discuss the development of mutually agreeable apprenticeship programs including compensation and entry level salaries for apprentice positions. The specific provisions of the apprenticeship programs shall be subject to agreement between the SFMTA, the Civil Service Commission (where appropriate), and the Union

103. The following journey-level classes (“Apprenticeship Classes”) shall be eligible for an apprenticeship program, subject to agreement:

7345 Electrician
7366 Transit Power Line Worker

104. The parties shall use all reasonable efforts to implement promptly mutually agreeable apprenticeship programs. The parties agree to conclude negotiations regarding the development of apprenticeship programs no later than December 21, 2007.
105. In the event the Union develops an apprenticeship program with the City, the SFMTA will evaluate the applicability of such a program as it applies or may apply to the SFMTA.

ARTICLE III - PAY, HOURS AND BENEFITS

III.A. WAGES

106. The biweekly schedules of compensation contained in this agreement for the classifications indicated will be adjusted to an hourly amount by dividing said schedule by 80 and then multiplying by the number of hours of employment of the particular classification in a bi-weekly period to the nearest whole cent to determine the bi-weekly rate of pay.

Wage adjustments shall be effective in the pay period closest to the effective dates.

All base wage adjustments shall be rounded to the nearest salary grade.

107. Effective July 1, 2010, employees covered by this Agreement shall receive a 3.75% reduction in base wages.

Entrance at Top Step

108. All SFMTA-only classifications shall enter at the top step. Entry level for city-wide classifications at the SFMTA shall be the same as city-wide entry-level.

III.B. MAINTENANCE AND CHARGES

109. Charges and deductions for all maintenance, such as housing, meals, laundry, etc., furnished to and accepted by employees shall be made on timerolls and payrolls in accordance with a schedule of maintenance charges fixed and determined in the Annual Salary Ordinance.

III.C. WORK SCHEDULES

NORMAL WORK SCHEDULES

110. Unless otherwise provided in this Agreement, a “normal work day” is a tour of duty of eight (8) hours completed within not more than nine (9) hours. The normal work week for employees covered by this agreement is 40 hours.
111. Current work schedules (Monday through Friday) as of the effective date of this Agreement will remain in place unless a proposed change is mutually agreed to by the parties.

Holiday Scheduling

Holiday Work:

112. Holiday overtime is regularly scheduled work to be performed on days designated as holidays.
113. Holiday work shall be subject to and awarded consistent with two (2) principles: preference based upon classification seniority and equitable distribution of work opportunities.
114. Management shall determine the conditions under which the schedule is established prior to its posting, and shall submit these conditions to the Union at least fourteen days prior to the beginning of the posting period in order to allow the Union to meet and consult with Management over any concerns. While Management may not arbitrarily disregard Union suggestions, the final schedule and its accompanying conditions are not subject to the grievance procedure. Once such schedule and conditions are posted, they shall remain in effect unless Management proposes changes to them at which time the Union shall be notified.

Holiday Work Distribution Procedures:

115. Once each calendar year, Management shall post the Holiday staffing requirements for classifications listed herein for holidays on which full staffing levels are not required for each unit. The staffing requirements shall list the numbers of persons within each classification that Management determines is required to perform the work of the unit on each specified holiday.
 - a. Master Seniority List. A master list by classification seniority shall be established in each unit.
 - b. Management shall initially offer one Holiday work assignment available for each classification to each person on the applicable seniority list by classification seniority.
 - c. Management shall thereafter continue going through the seniority list offering by seniority the remaining open assignments until each assignment has been filled.

- d. In the event Management is unable to fill a particular assignment through the procedure outlined herein, Management may mandate overtime work to fill any open assignment by inverse rotation through the classification seniority list.
116. Insofar as is practicable, Holiday work scheduling shall occur during the same 30-day period that vacation bidding is open.
117. Once the Holiday assignment schedule has been established, there shall be no trading, bartering, selling or transfer of Holiday work assignments among unit members.
118. Additional holiday assignments subsequent to the sign-up: Unfilled holiday assignments may arise due to Management's desire for increased coverage, separations, reassignments, cancellations, no-shows, unforeseen absences, and the like. In filling such openings, the regular overtime procedure shall be used.
119. In the event that Holiday work is reduced by Management subsequent to the sign-up, the supervisor shall first ask for volunteers in the affected shifts to cancel their assignments. If the number of volunteers exceeds that which is required, seniority will be followed. If the number is not sufficient, then inverse seniority shall be used in cancellations.
120. Employees thus effected, whether voluntarily or not, shall be placed on top of the priority list for the next Holiday sign-up without losing their regular turn.
121. Employees who cancel with fewer than 30 days notice shall lose their next turn.
122. Employees who cancel with at least 30 days notice to their supervisors shall be deemed to have exercised a turn. The vacated spot shall be filled by Management from the regular overtime list.
123. Employees who fail to show for their Holiday assignments shall be considered AWOL and subject to disciplinary action.
124. Rotation of the master seniority list for a new Holiday sign-up shall resume from the position last used in the previous year's sign-up except for any preference that may have been set up in paragraph 122 above.
125. In the event Management designates a Holiday as a Full Schedule Holiday, and prior to such Holiday determines that such Holiday is to be worked on a reduced schedule, the SFMTA shall notify persons originally scheduled to work as soon as possible.

FLEX-TIME SCHEDULES

126. All classifications of employees having a normal work day of eight (8) hours within nine (9) hours may voluntarily work in flex-time programs authorized by appointing officers and may voluntarily work more than or less than eight (8) hours within twelve (12) hours,

provided, that the employee must work five (5) days a week, forty (40) hours per week, and must execute a document stating that the employee is voluntarily participating in a flex-time program and waiving any rights he or she may have on the same subject.

ALTERNATE WORK SCHEDULES

127. SFMTA Human Resources Director may authorize any division manager, board or commission to meet and confer with an employee, group of employees, or their representatives on proposals offered by the employee, group of employees, or their representatives or the department relating to alternate scheduling of working hours for all or part of a department. Such proposals may include but are not limited to core-hour flex time, full-time work weeks of less than five (5) days, work days of less than eight (8) hours, or a combination of plans which are mutually agreeable to the employee, group of employees, and their representatives and the department concerned. .

PART-TIME WORK SCHEDULE

128. A part-time work schedule is a tour of duty of less than forty hours per week.

EXCEPTIONS

129. The 20-20 Educational Program.
130. Specially funded training programs approved by SFMTA
131. Educational and Training Courses. Regular permanent civil service employees may, on a voluntary basis with approval of appointing officer, work a forty-hour week in six days when required in the interest of furthering the education and training of the employee.
132. Work schedule – Remote Locations. On operations conducted at remote locations where replacements are not readily available, or on operations involving changes in shifts, or when other unusual circumstances warrant, the appointing officer, with the approval of SFMTA Human Resources Director, may arrange work schedules averaging five days per week over a period of time, but consisting of more than five consecutive days per week with the accumulation of normal days off to be taken at a later date. Such schedules shall be the “normal work schedule” for such operations.
133. Work unavailable. Employees shall receive no compensation when properly notified two (2) hours prior to the start of their shift that work applicable to the classification is not available because of inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances.
134. Employees who are not properly notified and report to work and are informed no work applicable to the classification is available shall be paid for a minimum of two hours.

135. Employees who begin their shifts and are subsequently relieved of duty due to the above reasons shall be paid a minimum of four hours, and for hours actually worked beyond four hours, computed to the nearest one-quarter hour.
136. Voluntary Reduced Work Week. Employees in any classification, upon the recommendation of the appointing officer and subject to the approval of the SFMTA Human Resources Director, may voluntarily elect to work a reduced workweek for a specified period of time. Such reduced workweek shall not be less than twenty (20) hours per week nor less than three (3) continuous months during the fiscal year. Pay, Vacation, Holidays and Sick Pay shall be reduced in accordance with such reduced workweek.
137. Voluntary Time off Program. The mandatory furlough provisions of Civil Service Commission Rule 120 shall not apply to covered employees.
138. (1) General Provisions: Upon receipt of a projected deficit notice from the Controller, an appointing officer shall attempt to determine, to the extent feasible and with due consideration for the time constraints which may exist for eliminating the projected deficit, the interest of employees within the appointing officer's jurisdiction in taking unpaid personal time off on a voluntary basis.
139. The appointing officer shall have full discretion to approve or deny requests for voluntary time off based on the operational needs of the department and any court decrees or orders pertinent thereto. The decision of the appointing officer shall be final except in cases where requests for voluntary time off in excess of ten (10) working days are denied.
140. (2) Restrictions on the use of Paid Time Off while on Voluntary Time Off:
141. (a) All voluntary unpaid time off granted pursuant to this section shall be without pay.
142. (b) Employees granted voluntary unpaid time off are precluded from using sick leave with pay credits, vacation credits, compensatory time off credits, floating holidays, training days or any other form of pay for the time period involved.
143. (3) Duration and Revocation of Voluntary Unpaid Time Off. Approved voluntary time off taken pursuant to this section may not be changed by the appointing officer without the employee's consent.

III.D. COMPENSATION FOR VARIOUS WORK SCHEDULES

Normal Work Schedule

144. Compensation fixed herein on a per diem basis are for a normal eight-hour work day; and on a bi-weekly basis for a bi-weekly period of service consisting of normal work schedules.

Part-Time Work Schedules

145. Salaries for part-time services shall be calculated upon the compensation for normal work schedules proportionate to the hours actually worked.

III.E. ADDITIONAL COMPENSATION

NIGHT DUTY DIFFERENTIAL

146. Employees shall be paid eight-and-one-half percent (8.5%) more than the base rate for each hour regularly assigned between 5:00 p.m. and midnight (12:00 a.m.) if the employee works at least one (1) hour of his/her shift between 5:00 p.m. and midnight (12:00 a.m.), except for those employees participating in an authorized flex-time program and who voluntarily work between the hours of 5:00 p.m. and midnight (12:00 a.m.). Shift pay of 8.5% shall be paid for the entire shift, provided at least five (5) hours of the employee's shift falls between 5:00 p.m. and midnight (12:00 a.m.).
147. Employees shall be paid ten percent (10%) more than the base rate for each hour regularly assigned between the hours of midnight (12:00 a.m.) and 7:00 a.m. if the employee works at least one (1) hour of his/her shift between midnight (12:00 a.m.) and 7:00 a.m., except for those employees participating in an authorized flex-time program and who voluntarily work between the hours of midnight (12:00 a.m.) and 7:00 a.m. Shift pay of 10% shall be paid for the entire shift, provided at least five (5) hours of the employee's shift falls between midnight (12:00 a.m.) and 7:00 a.m.

STANDBY PAY

148. Employees who, as part of the duties of their positions are required by the Appointing Officer to standby 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 ten (10) percent of their regular straight time rate of pay for the period of such standby service when outfitted by their department with an electronic paging device or reachable by cellular device. When such employees are called 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. However, standby pay shall not be allowed in classes whose duties are primarily administrative in nature.

CALL BACK PAY

149. Employees (except those employees residing at remote locations in SFMTA-supplied housing, or who are otherwise being compensated) who are called back to their work locations following the completion of his/her work day and departure from his/her place of employment, shall be granted a minimum of four (4) hours compensation (pay or compensatory time off as appropriate - "Z" employees can only take overtime in the form of compensatory time off) at the applicable rate or shall be compensated for all hours actually worked at the applicable rate, whichever is greater. This section shall not apply

to employees who are called back to duty when on standby status. The employee's work day shall not be adjusted to avoid the payment of this minimum.

LEAD ELECTRICIAN PREMIUM

150. Employees in the following classes designated by their supervisor or foreman as a lead mechanic shall be entitled to a \$10.00 per day premium when required to perform a majority of the following duties: plan, design, sketch, layout, detail, estimate, order material or to take the lead on any job when at least two employees in the same classification are working together and one acts as the lead.

7308 Cable Splicer
7318 Electronic Maintenance Technician
7319 Electric Motor Repairer
7345 Electrician
7366 Transit Power Line Worker
7371 Electrical Transit System Mechanic

151. Employees are not eligible to receive both Lead Electrician Premium and Acting Assignment Pay.

HEIGHT PREMIUM

152. Any employee required to work from trusses, towers, swinging scaffolds, bos'n chairs, cranes and crane rigging (other than Class 9354), temporary staging or unguarded structures at a height of thirty (30) feet or more from the ground, water or supporting structure, shall receive \$.75 per hour over the regular rate of pay for hours so worked. This premium pay shall also apply to employees working under piers and working out of boats or barges.

ACTING ASSIGNMENT PAY

153. Employees assigned by the Department Head or designee to perform a substantial portion of the duties and responsibilities of a higher classification shall receive compensation at a higher salary if all of the following conditions are met:
- (1) The assignment shall be in writing.
 - (2) The position to which the employee is assigned must be a budgeted position.
 - (3) The employee is assigned to perform the duties of a higher classification for ten (10) consecutive working days, after which acting assignment pay shall be retroactive to the first (1st) day of the assignment.
154. An employee who believes he/she is performing a substantial portion of the duties and responsibilities of a higher classification, even though one or more of the above-stated conditions are not met, shall be entitled to file a claim for out-of-class pay with the

department head. Denials for acting assignment pay shall be subject to the grievance procedure.

155. Upon written approval by the Department Head, an employee shall be paid at a step of the established salary schedule 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 schedule 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.
156. Requests for classification or reclassification review shall not be governed by this provision.

SUPERVISORY DIFFERENTIAL ADJUSTMENT

157. SFMTA Human Resources Director is authorized to adjust the compensation of a supervisory employee if:
 158. a. the supervisor, as part of the regular responsibilities of his/her class, supervises, directs, and is accountable and responsible for the work of subordinates;
 159. b. the supervisor actually supervises the technical content of subordinate work and possesses the education and/or experience appropriate to the technical assignment;
 160. c. the organization is a permanent one approved by the Appointing Officer, Board or Commission where applicable, and is a matter of record based upon review and investigation by the SFMTA Department of Human Resources;
 161. d. the classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal/logical nexus to each other; and
 162. e. the compensation schedule of the supervisor is less than one full step (approximately 5%) over the employee supervised.
163. If all of the above conditions are met, the supervisory adjustment shall be granted as follows:
 164. a. The adjustment of compensation of the supervisor shall be 5% above the base wage of the employee supervised.
 165. b. No supervisory adjustment may exceed two full steps (approximately 10%) over the supervisor's current basic compensation in any fiscal year.
 166. c. The compensation adjustment is retroactive to the date the employee became eligible, but not earlier than the beginning of the current fiscal year.

167. d. Requests for adjustment must be submitted to SFMTA DHR before the end of current fiscal year.
168. e. An Appointing Officer requesting a supervisory adjustment under this section must notify the SFMTA Department of Human Resources of what changes in organizational structure or compensation support the adjustment.

MTA PERFORMANCE/ATTENDANCE INCENTIVES

169. Consistent with Charter Section 8A.100, the Municipal Transit Authority (SFMTA) and the Union agree that employees will be rewarded for the attaining of various service, performance and/or attendance goals.
170. The SFMTA Performance and Attendance Incentive Programs apply only to employees in “service-critical” classes at SFMTA.
171. The benefits of these programs are only available to “service-critical” employees while employed at SFMTA. Employees who leave or transfer out of “service-critical” employment at SFMTA lose the benefits of these programs.
172. Goal percentage requirements and effective dates for Performance Incentives are updated in July of each year. Information regarding the goals and effective dates shall be published and posted on the SFMTA website. Information on qualifying periods, rewards and/or compensation for Attendance Incentives shall also be posted on the SFMTA website and/or shall be made available in hard copy upon request of the Union.

SIGNAL OPERATION PREMIUM AT DEPARTMENT OF PARKING AND TRAFFIC

173. Covered members in classifications 7345 (Electrician), 7238 (Electrician Supervisor I), and 7276 (Electrician Supervisor II) who are employed by the Department of Parking and Traffic to perform signal operations shall receive a five percent (5%) premium.

RADIO SHOP PREMIUM AT MUNICIPAL RAILWAY

174. Employees in classifications 7318 Electronic Maintenance Technician and 7329 Electronic Maintenance Technician Assistant Supervisor shall receive a five (5%) percent premium on base wages for all hours actually worked when all of the following conditions are met:
- When performing duties in and assigned to the Radio Shop
 - Employees must maintain, and have in their personnel file, proof of a current and valid FCC license.

ONE-TIME INCLEMENT WEATHER CLOTHING ALLOWANCE

175. Employees in represented classifications herein shall receive a one-time inclement weather clothing allowance of \$250.00, effective in the first full pay period following August 1, 2006.

ANNUAL TOOL UPGRADE ALLOWANCE

176. Employees in Class 7371, subject to the provisions of Article V.C. TOOL INSURANCE of the CBA, shall receive an annual tool upgrade allowance of \$375.00 beginning September 2007.
177. To qualify for the tool upgrade allowance an employee must have worked the preceding twelve (12) months in the department.
178. Within six (6) weeks after payment of the tool upgrade allowance employees must submit an updated tool inventory to management, which shall be used for the purpose of establishing each employee's current tool inventory in case of insurance claims due to tool loss or destruction.

III.F. OVERTIME COMPENSATION

179. Appointing officers may require employees to work longer than the normal workday or longer than the normal workweek. Any time worked under proper authorization of the appointing officer or his/her designated representative or any hours suffered to be worked by an employee, exclusive of part-time employees, in excess of the regular or normal work day or 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.
180. Employees working in classifications that are designated in Article II of this agreement as having a normal work day of less than eight (8) hours or a normal work week of less than forty (40) hours shall not be entitled to overtime compensation for work performed in excess of said specified normal hours until they exceed eight (8) hours per day or forty (40) hours per week, provided further, that employees working in a flex-time program or alternate work schedule shall be entitled to overtime compensation as provided herein when required to work more than eight hours in a day or forty hours per week. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.
181. There shall be no eligibility for an overtime assignment if there has been sick pay, sick leave or disciplinary time off on the preceding workday, or if sick pay, sick leave or disciplinary time off occurs on the workday following the last overtime assignment.
182. Absence from duty because of leave with pay, military leave with pay, annual vacation or legal holidays shall be considered as time worked in a work week for overtime purposes.

183. The use of any sick leave shall be excluded from determining hours worked in excess of 40 hours in a week for determining eligibility for overtime payment.
184. For the purposes of determining the rate of pay (i.e. straight time or time-and-one-half), the department will look back to the previous five (5) work days to determine whether sick leave was used.
185. The SFMTA Department of Human Resources shall determine whether work in excess of eight (8) hours a day performed within a sixteen (16) hour period following the end of the last preceding work period shall constitute overtime or shall be deemed to be work scheduled on the next work day.
186. 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.
187. Employees occupying positions determined by the City as being exempt from the Fair Labor Standards Act and designated by a "Z", shall not be paid for overtime worked but may be granted compensatory time off at the rate of one-and-one-half times for time worked in excess of normal work schedules.
188. Those employees subject to the provisions of the Fair Labor Standards Act who are required or suffered to work overtime shall be paid in salary unless the employee and the Appointing Officer mutually agree that in lieu of paid overtime, the employee shall be compensated with compensatory time off. 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. Those employees occupying positions designated "L" shall not accumulate in excess of 480 hours calculated at time and one half.

OVERTIME & SHIFT PRACTICES / MUNI & DPT

189. The parties agree that, except as specifically referenced herein all current shift and overtime practices shall remain in effect for the duration of the Agreement, unless changed by mutual agreement by the Union and the SFMTA.

Overtime and Shift Bidding -- MUNI

Labor-Management Committee

190. The parties to the IBEW Local 6/ SFMTA regarding vacation scheduling, overtime bidding, transfers and shift bidding recognize that these policies may require adjustment

from time to time as experience reveals improvements that may be implemented to the mutual advantage of both Management and IBEW Local 6 represented employees.

191. To that end, the parties agree that they shall establish a Labor-Management Committee composed of two (2) representatives of IBEW Local 6 and two (2) representatives of the SFMTA. The Committee shall meet at least quarterly, and more often upon mutual agreement to do so, to monitor and evaluate the implementation and the affects of execution of the aforementioned policies. The parties may establish more informal meeting arrangements.
192. Based upon the Committee's review, the Committee shall be empowered upon mutual agreement of its members, to change or modify the timing provisions set forth in paragraphs 195, 198, 199 and 201 of the Shift Bidding provisions and paragraphs 202, 204 and 196 of the Division Transfer Bidding provisions of the aforementioned policies without the necessity of ratification of IBEW Local 6 membership and without ratification of SFMTA Department of Human Resources or SFMTA Board of Directors as the Committee deems appropriate.
193. The Parties agree that the transfer policy shall not include transfers into or out of overhead lines, motive power and the building and grounds units contained in Attachment 2 titled MUNI – BID UNITS/HOLIDAY & OVERTIME SIGN UP, and that each such unit may maintain its current practices regarding vacation scheduling and overtime and shift bidding unless otherwise provided herein.

Shift Bidding/MUNI

194. No less than once each year each shift (including days off) within each bid unit described herein shall be open to bid. This provision shall not preclude the scheduling of additional shift bidding periods within particular bid units upon mutual agreement of Management and the Union. The annual shift bidding period required herein shall be integrated with transfer bidding in order to effect transfers and shift selections in a single integrated process at least once annually.
195. Employees eligible to bid shall include all employees in the classifications listed in Attachment 4 (MUNI Classifications Eligible for Shift & Transfer Bidding), excluding first line supervisors and above, but including Class 7380. In addition, employees who are on probation shall be excluded from shift bidding.
196. Bids subject to this provision shall be awarded in accordance with classification seniority as defined in Article I.I. of the IBEW/SFMTA CBA unless subject to any exception contained herein.
197. At the time set by Management for the annual transfer/shift bidding period, the supervisor of each unit shall post for one (1) week the shifts, and the number of employees in each classification to fill such shifts as well as the days off assigned each shift, so that full-time, employees described in 195 above may submit their choices of shifts and days off.

Eligible employees who fail to submit timely bids, shall be assigned in the sole discretion of Management.

198. Assignments shall become effective two weeks after the end of the posting period (or at the nearest commencement thereto of the next pay period) and shall be awarded in accordance with paragraph 196 above, except that Management may deny or delay bids that effect special projects or which require special skills or specific experience related to a specific job.
199. Management by entering into this agreement does not waive its right to determine the number of shifts, the number of positions to be allocated to each shift, and the classifications of employees to fill such shifts which in Management's sole determination it deems necessary to carry out the mission of the Department.
200. Management shall retain the right between posting periods to change an employee's shift temporarily (not to exceed an aggregate of six (6) weeks unless mutually agreed upon between the employee and Management) for training purposes or on account of unexpected operational demands. In the case of changed operational demands requiring permanent shift changes, Management shall attempt to meet its requirements to change employees' shifts, first, through solicitation of volunteers, thereafter, by assignment by inverse seniority in the event insufficient voluntary shift changes are made to meet operational demands. Any person whose shift is changed involuntary shall not be subject to the twenty-four (24) month exclusion rule contained in the transfer procedures notwithstanding that such employee may have been effected a successful transfer bid within twenty-four (24) months preceding an involuntary shift change pursuant to this provision.

Transfer Bidding/MUNI

Division Transfer Bidding

201. There shall be an Agency-wide (external) bidding system to effect transfer of Employees once every twelve months.
202. Employees within the classifications listed in Attachment 4 (MUNI Classifications Eligible for Shift & Transfer Bidding), excluding those in first line supervisor classes or above, but including Class 7380 Employees shall be eligible to transfer between divisions specified herein; provided however there shall be no right to transfer into or out of the digital or Electronics shops.
203. No more than ten percent (10%) of the eligible employees (rounded to the nearest whole person, but in no event less than 1 person) within a classification may have a transfer bid awarded in any one (1) year.
204. Transfers shall be awarded on the basis of classification seniority subject to the Employee's demonstrating that he/she is or becomes proficient in the job after on-the-job

training not to exceed four (4) weeks. The Agency shall make a good faith effort to assist Employees to achieve proficiency. Any Employee who has not, in the opinion of management, achieved proficiency may be reassigned by management to another job. Management's determination of proficiency shall not be subject to the grievance procedure. An Employee who is reassigned, notwithstanding paragraph 205 below, shall not lose the right to bid in the next succeeding annual transfer bidding process.

205. Employees who successfully bid and who are thereby reassigned, shall not be eligible to exercise another transfer bid for twenty-four (24) months.
206. If the Agency determines that severe operational difficulties will occur in a particular unit if bidding into or out of such unit is effected, it may establish a limit on the number of Employees entering or leaving such unit, subject to review at the Union's request pursuant to the grievance procedure.
207. An employee is ineligible to exercise a bid, if such employee has been disciplined by suspension or more within the one (1) year period immediately preceding the opening of the application filing period.
208. Employees displaced by operation of the transfer bidding system, if any, shall be displaced in inverse seniority order. Displacement need not occur if an open position or a new position exists at the affected division. Displaced employees shall be listed by classification seniority order.
209. Management will post all positions left vacant as a result of the application of the Transfer Bidding Procedure described herein.
210. Employees described in paragraph 208 shall bid into the Units where vacancies described in paragraph 209 are determined to exist. Bids by such Employees shall be awarded in accordance with classification seniority.
211. No person who is required to bid in accordance with paragraph 208-210 shall be deemed to have exhausted his/her right to transfer nor shall he/she be subjected to a twenty-four (24) month preclusion period as described in paragraph 205.
212. It is the intent of these procedures that they be effected in conjunction with the Shift Bidding Procedures to achieve coordinated manning of units, shifts and the assignment of regular days off in a single integrated procedure.

Vacancy Bidding/MUNI

213. Except as noted below, all new or vacant positions shall be subject to employee bids before employees from the outside are hired to fill any such new or vacant positions.

214. Eligible employees shall be those employees within the division (as defined in Attachment 1 MUNI – DIVISIONS DEFINED) where the new or vacant position is available and who are assigned the same classification as the new or open positions.
215. Vacancies as described in paragraph 214 shall be posted in all the divisions (as defined in Attachment 1 MUNI – DIVISIONS DEFINED) where such vacancies occur for a period of ten (10) working days.
216. Bids for eligible employees must be filed within five (5) working days from the initial date of posting.
217. Open positions shall be awarded on the basis of classification seniority. Those employees who bid based on seniority, for vacancies that occur within the division to which they are assigned shall fill vacant positions within the division before bids from other divisions are considered
218. Exceptions may be made for training purposes or if the operation of this provision would negatively impact service reliability, service standards or employee safety.
219. This procedure shall not apply to open or new positions existing at the time of the regular transfer and shift bidding periods. At such times, open or new positions shall be filled in accordance with those procedures. These procedures shall apply before and after the opening and closing of regular transfer and shift bidding procedures.
220. This section applies to initial vacancies only and will not apply to vacancies created by this bidding process.

Overtime/MUNI

221. Regular Overtime. Regular overtime shall consist of scheduled and unscheduled overtime.
222. There shall be established a master seniority list by classification listed in Attachment 4 for each unit described in Attachment 2 entitled MUNI-Bid Units, Holiday & Overtime Sign Up.
223. Regular overtime shall be distributed in accordance with the principle of equitable distribution of overtime opportunities.
224. Management shall fill regular overtime requirements by rotation through the classification seniority list.
225. An overtime log shall be kept by management which shall list:
 - a. Each employee by name.
 - b. Date asked to fill a regular overtime assignment/response.

- c. Date worked and hours worked.
226. Upon request, the overtime log shall be made available for inspection by an authorized representative of the Union.
227. A minimum of four (4) hours overtime must be offered to an employee before Management moves on to the next person on the list for future overtime assignments. An unsuccessful effort by Management to contact an off-duty employee regarding an overtime opportunity shall not be considered the same as a refusal. Employees who are “refusals” shall be eligible for overtime assignments at their next regular turn. “Unsuccessful contacts” shall maintain their places on the list for subsequent overtime calls.
228. Exceptions Warranting Overtime Assignments Out of Rotation. The parties recognize that strict rotation of overtime opportunities by classification may not be practicable in all circumstances. Therefore, Management may disregard the requirement to offer overtime in rotation order under the following circumstances.
- a. When special skills or experience are required.
 - b. When overtime is worked in connection with a special project, overtime for that project may be restricted to the complement of employees assigned to that project.
 - c. When unexpected but immediate coverage is required, or when overtime is necessary in order to complete a job. In such cases Management may continue persons assigned to the shift to work to completion.
 - d. An employee who is on holiday, vacation, or any other kind of leave, serving a suspension, or is on “lieu” day, and whose name comes up in the OT rotation, may be bypassed and shall be considered to have taken a turn.
229. In the event persons have been assigned overtime out of rotation based upon an agreed upon exception, such exception shall be recorded in the overtime log.
230. In the event Management is unable to fill an overtime assignment by offering same to persons on the rotation list, Management may assign the rejected overtime by inverse seniority subject to exceptions listed above.

OVERTIME DISTRIBUTION – BUILDING AND GROUNDS:

231. Overtime assigned at discretion of the supervisor.

OVERTIME DISTRIBUTION – OVERHEAD LINES

Scheduled overtime:

232. A list of eligible employees, by seniority shall be generated each fiscal year. Scheduled overtime shall be initially offered by going down the seniority list. A refusal of scheduled overtime counts as "accrued scheduled overtime hours" for the purpose of scheduled overtime distribution. After seniority list has been gone through once, scheduled overtime is, thereafter, offered to employees with the least number of "accrued scheduled overtime hours." Scheduled overtime is generally voluntary; however, if there are no volunteers, scheduled overtime is assigned by reverse seniority.
233. Scheduled overtime is a result of instances when scheduled absences or other scheduled jobs are necessary to be performed in addition to the regular work week/work day.

Unscheduled overtime:

234. A list of eligible employees, by seniority, shall be generated each fiscal year. Unscheduled overtime shall be initially offered by going down the seniority list. A refusal of unscheduled overtime counts as "accrued unscheduled overtime hours" for the purpose of unscheduled overtime distribution. After the seniority list has been gone through once, unscheduled overtime is, thereafter, offered to employees with the least number of "accrued" unscheduled overtime hours. Unscheduled overtime is generally voluntary; however, if there are no volunteers, unscheduled overtime is assigned by reverse seniority.
235. Unscheduled overtime is a result of instances when immediate coverage is required, such as, fill behind of unscheduled vacations, unscheduled floating holidays, sick leave use and other emergency holdovers.

HOLIDAY OVERTIME – OVERHEAD LINES

236. Holiday overtime is not voluntary. Holiday overtime is assigned on a rotation basis through the seniority list. In the event holiday overtime cannot be worked by an employee assigned, the employee must trade or gift the assignment to another employee. If the holiday overtime assignment is not covered, the employee responsible to cover the assignment is penalized by losing the opportunity to work the next two (2) holiday overtime assignments. Holiday overtime hours do not count as "accrued hours" for the purposes of determining offers of overtime.

VACATION SIGN UP – BUILDING AND GROUNDS

237. Building and Grounds: Vacation sign-up by seniority. Request for vacation must be submitted for approval at least five (5) working days prior to the start of the first vacation day.

VACATION SIGN UP – OVERHEAD LINES

238. Overhead lines: Vacation bid annually. Bidding closed in April of each year. After the close of the bid period, vacation requests are granted on a first come, first serve basis, consistent with department staffing needs.

VACATION SIGN UP – MOTIVE POWER

239. Motive Power: Vacation bid annually by classification seniority between October 1 and October 31. Results of bid issued by December 1. The period for which the employee has bid shall be January 1 through December 31.

SHIFT SIGN UP – OVERHEAD LINES

240. Overhead Lines: For all open shifts, selection based on seniority with bids made twice a year, April 1 and October 1. For all closed shifts (shop person and senior underground) assignments made by supervisor.

WORK SCHEDULES – MOTIVE POWER

241. 7408 Asst. Power House Operators, 7364 Power House Operator and 7365 Senior Power House Operators assigned to Motive Power are now on an 8 hours a day, 5 days a week fixed shift schedule. Dayshift is 6:30 am to 2:30 pm, swing shift is 2:30 pm to 10:30 pm and graveyard is 10:30 pm to 6:30 am.
242. Shift bidding is by classification seniority twice a year. Bidding will begin on November 1 and May 1 and be completed by November 15 and May 15 respectively. Shift assignments will be posted by December 1 for the 6 month period January 1 through June 30, and by June 1 for the 6 month period July 1 through December 31.

NEW HIRES – MOTIVE POWER

243. New hires are assigned shifts at discretion of management until next shift sign-up.

NEW HIRES – OTHER UNITS

244. New hires may be assigned to day shift for up to first six (6) months, then subject to contract shift sign-up procedures. Applicable to the following shops: Radio shop,

Farebox, Metro Heavy Overhaul, Electric Motor Shop, Metro Field Maintenance Support, Geneva Car House Light Rail Vehicle Maintenance, P.C.C. Historical Fleet, Metro Light Rail Vehicle Maintenance, Potrero Trolley Maintenance, Presidio Trolley Maintenance and the Electronic Shop.

Recordation of Overtime – MUNI & DPT

245. All overtime worked which is authorized by the appointing officer shall be recorded on separate time rolls.
246. Compensation for overtime worked as provided in this Section shall be paid on an hourly basis.
247. When improved methods of payroll processing are implemented and with the approval of the SFMTA Human Resources Director and the Controller, such overtime may be recorded on the regular time rolls.

Vacation Scheduling at MUNI

248. Once each calendar year, vacation sign-up will be open within each vacation bid unit in accordance with Attachment 3 titled MUNI-Units/Vacation and shall apply to classifications listed herein. The sign-up period shall be held in each unit between December 1 and February 28 and bidding for vacation time shall be open for thirty consecutive days. The vacation bid period shall be for 12 consecutive months and shall begin thirty days after the end of the sign-up period.
249. Employees within a given bid unit shall bid for and be awarded vacation in accordance with City seniority as defined in the SFMTA CBA between SFMTA and IBEW Local 6; provided however that vacation subject to this provision shall be bid for at least 5 consecutive work days, and shall not exceed 4 consecutive work weeks. Management reserves the right to make changes after the close of the bid period to meet emergency situations or major operational demands unforeseen during the sign-up period. In such cases the Union shall be notified either before the change or as soon as possible.
250. Management shall determine the conditions under which the schedule is established prior to its posting, and shall submit these conditions to the Union at least fourteen days prior to the beginning of the posting period in order to allow the Union to meet and consult with Management over any concerns. While Management may not arbitrarily disregard Union suggestions, the final schedule and its accompanying conditions are not subject to the grievance procedure. Once such schedule and conditions are posted, they shall remain in effect unless Management proposes changes to them at which time the Union shall be notified.
251. The final vacation schedule shall be available to all unit members. Employees not bidding during the thirty-day period may schedule vacation on a first come, first served basis, subject to the approval of Management.

- 252. An employee who voluntarily changes units during the vacation year may lose his/her vacation preference during that year if Management deems such preference or a portion thereof to impede efficient operations. Such employee may take vacation subject to the approval of management.
- 253. An employee who involuntarily changes units during the year shall maintain his/her vacation preference regardless of any conflict which may result unless he/she voluntarily changes any period of his/her vacation at the request of Management.
- 254. Nothing herein shall preclude Management and an employee from mutually agreeing to vacation periods of less than five (5) days, providing such agreement does not prejudice the right of employees who have bid in conformity with those procedures.

III G HOLIDAYS AND HOLIDAY PAY

- 255. A holiday is calculated based on an eight-hour day. The following days are designated as holidays:

- January 1 (New Year's Day)
- the third Monday in January (Martin Luther King, Jr.'s Birthday)
- the third Monday in February (President's Day)
- the last Monday in May (Memorial Day)
- July 4 (Independence Day)
- the first Monday in September (Labor Day)
- the second Monday in October (Columbus Day)
- November 11 (Veteran's Day)
- Thanksgiving Day
- the day after Thanksgiving
- December 25 (Christmas Day)

- 256. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.
- 257. 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 is a holiday.

HOLIDAYS THAT FALL ON A SATURDAY

- 258. 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 as provided in Administrative Code Section 16.4. Those employees

who work on a Friday that is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by the appointing officer in the current fiscal year.

HOLIDAY COMPENSATION FOR TIME WORKED

259. Employees required by their respective appointing officers to work on any of the above designated or observed holidays, excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation of one additional day's pay at time-and-one-half the usual rate (i.e. 12 hours pay for 8 hours worked) or a proportionate amount for less than 8 hours worked. At the employee's request and with the approval of the appointing officer, an employee may be granted compensatory time off in lieu of paid overtime pursuant to the provisions herein.
260. Executive, administrative and professional employees designated in the Annual Salary Ordinance with the "Z" symbol shall not receive extra compensation for holiday work but may be granted time off equivalent to the time worked at the rate of one-and-one-half times for work on the holiday.

HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER THAN MONDAY THRU FRIDAY

261. Employees assigned to seven-day operation departments or employees working a five-day work week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off. Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of their days off. Employees regularly scheduled to work on a holiday which falls on a Saturday or Sunday shall observe the holiday on the day it occurs, or if required to work, shall receive holiday compensation for work on that day. Holiday compensation shall not be paid for work on the Friday preceding a Saturday holiday nor on the Monday following a Sunday holiday.
262. If the provisions of this Section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, he/she shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate supervisor with the approval of the appointing officer. Such days off must be taken within the fiscal year. In no event shall the provisions of this Section result in such employee receiving more or less holiday entitlement than an employee on a Monday thru Friday work schedule.

HOLIDAY PAY FOR EMPLOYEES LAID OFF

263. An employee who is laid off at the close of business the day before a holiday who has worked not less than five previous consecutive work days shall be paid for the holiday.

EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION

264. Persons employed for holiday work only, or persons employed on a part-time work schedule which is less than twenty (20) hours in a bi-weekly pay period, or persons employed on an intermittent part-time work schedule (not regularly scheduled), or persons working on an "as-needed" basis and work on a designated legal holiday shall be compensated at the normal overtime rate of time-and-one-half the basic hourly rate, if the employee worked forty (40) hours in the pay period in which the holiday falls. Said employees shall not receive holiday compensation.

PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS

265. Part-time employees, including employees on a reduced work week schedule, 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.
266. Regular full-time employees, are entitled to 8/80 or 1/10 time off when a holiday falls in a bi-weekly pay period, therefore, part-time employees, as defined in the immediately preceding paragraph, shall receive holiday based upon the ratio of 1/10 of the total hours regularly worked in a bi-weekly pay period. Holiday time off shall be determined by calculating 1/10 of the hours worked by the part-time employee in the bi-weekly pay period immediately preceding the pay period in which the holiday falls. The computation of holiday time off shall be rounded to the nearest hour.
267. The proportionate amount of holiday time off shall be taken in the same fiscal year in which the holiday falls. Holiday time off shall be taken at a time mutually agreeable to the employee and the appointing officer.

FLOATING HOLIDAYS

268. Covered employees are granted five (5) floating holidays in each fiscal year to be taken on days selected by the employee subject to prior scheduling approval of the Appointing Officer or designee. Floating holidays may be taken in hourly increments up to and including the number of hours contained in the employee's regular shift. Employees (both full-time and part-time) must complete six (6) months continuous service to establish initial eligibility for the floating holidays. Employees hired on an as-needed, intermittent or seasonal basis shall not receive the additional floating holidays. Employees may carry over to a succeeding fiscal year any unused floating holidays, provided that the number of floating holidays an employee may carry forward shall not exceed the total number of floating holidays received in the prior fiscal year and the employee's total floating holiday balance at any time shall not exceed ten (10) floating holidays. No compensation of any kind shall be earned or granted for floating holidays not taken.

FLOATING HOLIDAY PAY FOR EMPLOYEES WHO SEPARATE

269. Employees who have established initial eligibility for floating holidays and who subsequently separate from SFMTA employment may, at the sole discretion of the appointing authority, be granted those floating holiday(s) to which the separating employee was eligible and had not yet taken.

III.H. TIME OFF FOR VOTING

270. If an employee does not have sufficient time to vote outside of working hours, the employee may request so much time off as will allow time to vote, in accordance with the State Election Code.

III.I. VOLUNTEER/PARENTAL RELEASE TIME

271. Represented employees shall be granted paid release time to attend parent teacher conferences of up to four (4) hours per fiscal year (for children in kindergarten or grades 1 to 12).
272. 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.J. SALARY STEP PLAN AND SALARY ADJUSTMENTS

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

PROMOTIVE APPOINTMENT IN A HIGHER CLASS

274. An employee following completion of six months of continuous service who is appointed to a position in a higher classification deemed to be promotive by the SFMTA Human Resources Director shall have his/her salary adjusted to that step in the promotive class as follows:
275. 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 schedule over the salary received in the lower class but not above the maximum of the salary range of the promotive classification.
276. 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 schedule and shall not be above the maximum of the salary range of the promotive class.

277. c. For purpose of this Section, appointment to a position with a higher salary schedule shall be deemed promotive.

NON-PROMOTIVE APPOINTMENT

278. An employee following completion of six months of continuous service who accepts a non-promotive appointment in a classification having the same salary schedule, or a lower salary schedule, 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 schedule. Further increments shall be based upon the seniority increment anniversary date in the prior appointment.

APPOINTMENT ABOVE ENTRANCE RATE

279. Subject to the Controller's certification of available funds, and verification of eligibility pursuant to a, b, c or d below, as established by the SFMTA Department of Human Resources, appointments may be made by an Appointing Officer at any step in the compensation grade under any of the following conditions:
280. a. A former permanent City employee, following resignation with service satisfactory, is being re-appointed to a permanent position in the appointee's former classification.
281. b. Loss of compensation would result if appointee accepts position at the normal step.
282. c. A severe, easily demonstrated and documented recruiting and retention problem exists.
283. d. The appointee possesses special experience, qualifications and/or skills which, in the Appointing Officer's opinion, warrants appointment above the entrance rate.

REAPPOINTMENT WITHIN SIX MONTHS

284. 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.

COMPENSATION ADJUSTMENTS

Prior Fiscal Year

285. 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 schedule 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.
286. SFMTA Department of Human Resources is hereby authorized to adjust the salary and anniversary increment date of any employee promoted from one class to a higher classification who would receive a lesser salary than an employee promoted at a later date to the same classification from the same salary step in the same base class from which the promotional examination was held.

Salary Increase in Next Lower Rank

287. When a classification that was formerly a next lower rank in a regular civil service promotional examination receives a salary schedule higher than the salary schedule of the classification to which it was formerly promotive, SFMTA Department of Human Resources shall authorize a rate of pay to an employee who was promoted from such lower class equivalent to the salary he/she would have received had he/she remained in such lower class, provided that such employee must file with SFMTA Department of Human Resources an approved request for reinstatement in accordance with the provisions of the Civil Service Commission rule governing reinstatements to the first vacancy in 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.
288. 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 schedule higher than the protected salary of the employee.

Flat Rate Converted to Salary Range

289. An employee serving in a class in the prior fiscal year at a flat rate which is changed to a compensation schedule number during the current fiscal year, shall be paid on the effective date of such change the step in the current salary schedule closest to, but not below, the prior flat rate and shall retain the original anniversary date for future increments, when applicable.

COMPENSATION UPON TRANSFER OR RE-EMPLOYMENT

Transfer

290. 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.

Reemployment in Same Class Following Layoff

291. 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.

Reemployment in an Intermediate Class

292. 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.

Reemployment in a Formerly Held Class

293. 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.K. METHODS OF CALCULATION

BI-WEEKLY

294. An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for his/hers position for work performed during the bi-weekly payroll period. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

PER DIEM OR HOURLY

295. An employee whose compensation is fixed on a per diem or hourly basis shall be paid the daily or hourly rate for work performed during the bi-weekly payroll period on a bi-weekly pay schedule. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

III.L. SENIORITY INCREMENTS

ENTRY AT THE FIRST STEP

296. Full-time employees entering at the first step 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.

ENTRY AT OTHER THAN THE FIRST STEP - EXCEPT FOR EMPLOYEES ENTERING AT TOP STEP

297. 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.

DATE INCREMENT DUE

298. Increments shall accrue and become due and payable on the next day following completion of required service as a full-time employee in the class, unless otherwise provided herein.

EXCEPTIONS

299. a. 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.
300. b. When records of service required for advancement in the step increments within a compensation schedule are established and maintained by electronic data processing, then the following shall apply:
301. (1) An employee shall be compensated at the beginning step of the compensation salary plan unless otherwise specifically provided for in this Agreement. Employees shall receive salary adjustments through the steps of the compensation schedule plan by completion of actual paid service in total scheduled hours equivalent to one year or six months, whichever is applicable.
302. (2) Paid service for this purpose is herein defined as exclusive of any type of overtime but shall include military or educational leave without pay.

303. (3) Advancement through the increment steps of the compensation schedules shall accrue and become due and payable on the next day following completion of required service as a full-time appointee in the class; provided that the above procedure for advancement to the compensation schedule increment steps is modified as follows:
304. (a) An employee who during that portion of his/her anniversary year is absent without pay for a period less than one-sixth of the time required to earn the next increment will have such absence credited as if it were paid service for the purposes of calculating the date of the increment due during the calendar year.
305. (b) An employee who during that portion of his/her anniversary year is absent without pay for a period in excess of one-sixth of the time required to earn the next prior increment will be credited with actual paid service.
306. (4) An employee who (1) has completed probation in a permanent position, (2) is "Laid Off" from said position, (3) is immediately and continuously employed in another classification with the SFMTA either permanent or temporary, and (4) is thereafter employed in 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.M. SICK LEAVE WITH PAY LIMITATION

307. An employee who is absent because of disability leave and who is receiving disability indemnity payments may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's sick leave with pay credits so as to equal the amount the employee would have earned for a regular work schedule. If the employee wishes to exercise this option, the employee must submit a signed statement to the department no later than thirty (30) days following the employee's release from disability leave.
308. Pursuant to Civil Service Rule 420.23, an employee returning from disability leave will accrue sick leave and/or supplement disability credits as defined by CSC Rule 420.23.

III.N. STATE DISABILITY INSURANCE ("SDI")

309. Employees covered by this Agreement shall be enrolled in the State Disability Insurance ("SDI") program.
310. The payment of sick leave pursuant to Rule 420 of the Civil Service Commission shall not affect and shall be supplementary to payments from State Disability Insurance. An employee entitled to SDI shall receive in addition thereto such portion of her/her accumulated sick leave with pay as will equal, but not exceed, the regular biweekly gross earnings of the employee, including any regularly paid premiums. Such supplementary

payments shall continue for the duration of the employee's illness or disability or until sick leave with pay credited to the employee is exhausted, whichever occurs first.

III.O. WORKERS COMPENSATION

311. 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.

III.P. HEALTH BENEFIT CONTRIBUTIONS

EMPLOYEE HEALTH CARE

312. Pursuant to the Charter, the City contributes whatever rate is applicable per month directly into the City Health Service System for each employee who is a member of the Health Service System. Subsequent City contributions will be set pursuant to the Charter.

DEPENDENT HEALTH CARE PICK-UP

313. The City shall contribute the greater amount of up to \$225 per month or 75% of the dependent rate charged by the City to employees for Kaiser coverage at the dependent plus two level.

MEDICALLY SINGLE EMPLOYEES

314. For "medically single" employees, i.e., benefited employees not receiving the contribution paid by the SFMTA for dependent health care benefits, the SFMTA shall contribute all of the premium for the employee's own health care benefit coverage.
315. For Fiscal Year 2011-12 and thereafter, for all employees enrolled in the City Plan in the medically-single/Employee-Only category, the SFMTA's contribution will be capped at an amount equivalent to the cost of the second-highest cost plan for medically-single/Employee-Only enrollees. Employees who elect to enroll in the City Plan in this category must pay the difference between the capped amount of the City Plan described above and the cost of the City Plan coverage in the medically-single/Employee-Only category.
316. If an employee's work location reasonably requires him or her to reside in a county in which there is no City HMO available, then SFMTA shall pay for medically-single/Employee-Only coverage under the City plan.

DENTAL COVERAGE

317. Each employee covered by this agreement shall be eligible to participate in the City's dental program.

318. The aforesaid payments shall not be considered as part of an employee's salary for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, retirement benefits or retirement contributions; nor shall such contributions be taken into account on determining the level of any other benefit which is a function of or percentage of salary.

CONTRIBUTIONS WHILE ON UNPAID LEAVE

319. 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.

LONG TERM DISABILITY INSURANCE

320. The SFMTA shall provide to employees with six months continuous service a Long Term Disability (LTD) plan that provides, after a one hundred eighty (180) day elimination period, sixty percent (60%) salary (subject to integration) up to age sixty-five. Employees who receive payments under the LTD plan shall not be eligible to continue receiving payments under the City's Catastrophic Illness Program.

III.Q. RETIREMENT

321. Effective July 1, 2006, represented employees agree to pay their own employee retirement contribution in an amount equal to seven and one-half percent (7.5%) of covered gross salary. For employees who became members of SFERS prior to November 2, 1976 (Charter Section A8.509 Miscellaneous Plan), the City shall pick up the remaining one-half percent (0.5%) of the total eight percent (8%) employee retirement contribution to SFERS.
322. Any SFMTA pick-up of employee's retirement contribution shall not be considered as part of an employee's compensation for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, or retirement benefits, nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary.
323. Rule changes by the City's Retirement Board regarding the crediting of accrued sick leave for retirement purposes shall be incorporated herein by reference. Any such rule change, however, shall not be subject to the grievance and arbitration provisions of this Agreement or the impasse procedures of Charter Section A8.409.

PRE-RETIREMENT SEMINAR

- 324. Subject to development, availability and scheduling by SFERS and PERS, employees shall be allowed not more than one day during the life of this CBA to attend a pre-retirement planning seminar sponsored by SFERS or PERS.
- 325. Employees must provide at least two-weeks advance notice of their desire to attend a retirement planning seminar to the appropriate supervisor. An employee shall be released from work to attend the seminar unless staffing requirements or other Department exigencies require the employee's attendance at work on the day or days such seminar is scheduled. Release time shall not be unreasonably withheld.
- 326. All such seminars must be located within the Bay Area.
- 327. This section shall not be subject to the grievance procedure.

III.R. JURY DUTY

- 328. An employee shall be excused from work on a work day on which she/he performs jury service, providing she/he gives prior notification to her/his supervisor.
- 329. Employees assigned to jury service whose regular work assignments are swing, graveyard or weekend shifts shall not be required to work those shifts when performing jury service, providing she/he gives prior notification to her/his supervisor.
- 330. Employees shall be required to provide proof of jury service to verify actual appearance for each day of jury service.

III.S. FAIR LABOR STANDARDS ACT

- 331. To the extent that this agreement fails to afford employees the overtime or compensatory time off benefits to which they are entitled under the Fair Labor Standards Act, the agreement is amended to authorize and direct all city departments to ensure that their employees receive, at a minimum, such Fair Labor Standards Act benefits.

III.T. VACATION

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

Definitions

“Continuous service” for vacation allowance purposes pursuant to a regular work schedule which is not interrupted by a breach in paid service.

Award and Accrual of Vacation

Vacation benefits are set pursuant to the Charter as follows:

An employee does not accrue vacation allowance in the first year of continuous service, however, at the end of one (1) year of continuous service, an employee shall be awarded a vacation allowance computed at the rate of .0385 of an hour for each hour paid service in the preceding year.

At the end of five (5) years of continuous service, an employee shall be awarded a one-time vacation allowance computed at the rate of .01924 of an hour for each hour of paid service in the preceding year except that the amount of the vacation allowance shall not exceed forty (40) hours.

At the end of fifteen (15) years of continuous service, an employee shall be awarded a one-time vacation allowance computed at the rate of .01924 of an hour for each hour of paid service in the preceding year except that the amount of the vacation allowance shall not exceed forty (40) hours.

The maximum number of vacation hours an employee may accrue consist of two hundred and forty (240) hours carried forward from prior years plus the employee's maximum vacation entitlement which is based on the number of years of service. The maximum number of vacation hours which an employee may accrue is as follows:

<u>Years of Continuous Service</u>	<u>Maximum Accrual</u>
1 through 5 years	320 hours
More than 5 through 15 years	360 hours
More than 15 years	400 hours

ARTICLE IV -TRAINING, CAREER DEVELOPMENT AND INCENTIVES

IV.A. TRAINING, CAREER DEVELOPMENT AND INCENTIVES

333. Represented employees shall be on paid status when assigned to attend required educational programs.
334. Subject to the following conditions, the appointing officer of an individual department may elect to approve reimbursement for training or tuition obtained outside normal working hours:
335. All training/course work must be approved in advance, in writing by management;
336. Requested training/course work must be beneficial to needs of the department and the performance of duties consistent with the employee's current classification;
337. Prior to reimbursement the employee must provide proof of successful completion of the training/course, and;
338. Departments reserve the right to request employees demonstrate proficiency in training/course material within thirty (30) days of completing the training/course.

IV.B. TUITION AND TRAINING REIMBURSEMENT FUND

339. The SFMTA agrees to allocate \$3,000.00 to a Tuition and Training Reimbursement Fund for employees each fiscal year of this Agreement for the exclusive use of classifications covered by this Agreement with SFMTA.
340. Reimbursement shall be subject to the following conditions:
Employees must be regularly scheduled, permanent full or part time employees with a minimum of one-year continuous permanent service in a class represented by this Agreement.
341. The SFMTA will reimburse each eligible employee up to \$500 annually for tuition, including books relevant to the course of study, if attendance in the course has been approved in advance. The SFMTA will attempt to make such payment promptly upon the employee's submission of proof of satisfactory completion of the course with a passing grade. If the course is not graded, or is not a credited course, an official transcript or other official document shall be deemed evidence of satisfactory completion.
342. Applications for reimbursement shall be prepared on a form provided by the SFMTA Human Resources Department. Courses require pre-approval by the SFMTA Human Resources Department and the Appointing Officer (or designee), neither of which shall be unreasonably denied. Such application for tuition reimbursement shall be made prior to the date of enrollment in the course and, if approved by the SFMTA Human Resources Department 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.

343. Training and courses must be outside of working hours at accredited educational institution.
344. If any portion of the allocated funds under this section remain unexpended at the end of each fiscal year of this Agreement, it shall be carried over to the following fiscal year not to exceed \$4,500.00 and be available to be expended.

IV.C. RETRAINING AND EDUCATION CLASSES

345. When the Appointing Officer of a particular classification represented by the Union requires an employee to attend retraining classes or educational classes during normal working hours, said employee will attend these classes without loss of wages or benefits.

ARTICLE V - WORKING CONDITIONS

V.A. BREAK PERIODS.

Applies to All Employees In Unit MTA 1 L

346. Two (2) break periods each shift of fifteen (15) minutes. One approximately two (2) hours after the start of the shift, the other approximately two (2) hours before the end of the shift.

Meals/Meal Periods:

347. (Not applicable to employees working straight eights or twelve.) In the event an employee works through his or her regularly scheduled meal period (approximately mid-shift) or is unable to take a meal period commencing within one hour before or after the start time of the regularly scheduled meal period, the employee shall be entitled to take up to a one-half hour meal period while on duty when there is a reasonable opportunity thereafter. Such meal period shall be (1) included as paid work time and (2) used for the purposes of determining if and when overtime begins.

Straight eight (8) or twelve (12) hour shifts:

348. All straight eight (8) or twelve (12) hour shifts shall include time allotted to a meal period at approximately mid-shift. Employees on break for such meal periods shall be deemed to be in "on duty" pay status.

Preparation and Clean-up Time:

349. Reasonable preparation and clean-up time is allowed, appropriate to the work being performed (applicable to all unit employees).

V.B. WORK CLOTHING

350. The SFMTA agrees to continue the current practice of providing protective work clothing to employees in classifications, 7371 Electrical Transit System Mechanic, 7380 Electrical Transit Mechanic Assistant Supervisor, 7319 Electric Motor Repairer, 7430 Assistant Electronic Maintenance Technician, 7432 Electrical Line Helper, 7345 Electrician, 7318 Electronic Maintenance Technician, 7329 Electronics Maintenance Technician Assistant Supervisor, 7366 Transit Power Line Worker, 7390 Welder, 7510 Lighting Fixture Maintenance Worker.
351. Employees in the above mentioned classes will be provided up to eleven (11) sets of coveralls, shop coats or other protective clothing as agreed upon by the individual department and the Union. A lesser number of sets of protective work clothing may be mutually agreed upon for specific classifications by the Union and individual

departments. The cost of the protective work clothing, laundry of the same, shall be paid by the SFMTA. Where the parties agree to provide reimbursement in lieu of providing protective work clothing, individual departments may, after consulting with the Union over the amount and method of payment, pay a cash work clothing allowance which shall be no less than \$125.00 per year. In all cases where protective work clothing has been provided, the employee shall be required to wear such clothing during the performance of their duties.

352. When employees working in classifications covered by the terms of this CBA are performing their normal work duties in the rain, they shall be provided adequate foul weather gear.

Overalls/Coveralls/Uniforms:

The following are provided to unit employees free of charge:

353. Signal and Communications Systems: Coveralls (throw away type) provided as needed or requested.
354. Digital Systems Maintenance: Each employee is allowed one issue of appropriate protective clothing (overalls and/or counter coat) from the catalog of the current CCSF contract supplier. Limit of issue \$45.00. All items are to be reasonably cared for and kept at work except when being laundered by employee and must be used at work only. If an item requires replacement, used item must be returned or a reasonable explanation given for non-return.

V.C. TOOL INSURANCE

Security of Employees Effects and Tools.

355. All shops to which bargaining unit employees are assigned shall be provided safe and secure storage facilities for personal effects and work clothes (lockers or the equivalent); and for personally provided tools (lockers, storage area, lock boxes, etc.) where such tools are used in the performance of the employees' duties.
356. The SFMTA agrees to indemnify employees covered under this Agreement for the loss or destruction of the employee's tools subject to the following conditions:
357. These provisions shall apply when an employee's tools are lost or damaged due to fire or theft by burglary while the tools are properly on SFMTA property or being used by the employee in the course of SFMTA business.
358. The employee must demonstrate that he/she has complied with all of the tool safekeeping rules required by the SFMTA at the employee's particular work location.

359. Upon approval of this Agreement and prior to any losses, the employee must submit a list of his/her tools to his/her appointing officer and the latter must acknowledge and verify said inventory both as to existence of said tools and their necessity as relates to the employee's job duties. Tools not enumerated on said list shall not be governed by these provisions.
360. The employee shall be responsible for using all reasonable means to preserve and protect his/her tools. Failure to do so shall relieve the SFMTA from any and all obligations under this section. Any employee making false or inaccurate claims under this section shall be subject to disciplinary action by his/her appointing officer.
361. In the case of theft, the following procedures shall be followed in perfecting a claim:
362. The employee shall submit a written statement made under penalty of perjury of the tools stolen to his/her appointing officer, the local police department and the Union.
363. The statement must contain the member's name, location, and details of loss, date of loss and date reported to the police.
364. The statement must be submitted to the parties set forth in subsection (1) immediately above within five (5) days of the loss, unless the employee is on authorized leave in which case the employee shall have five (5) days from the date of his/her return to report the loss.
365. In case of damage due to fire, the requirements of Section E above shall be followed with the exception that verified reports need not be filed with the police.
366. The first ten dollars (\$10.00) of any loss shall be borne by the employee. A "loss" is defined as the total dollar amount of tools of the employee lost or damaged in one incident. Approved claims shall be settled by the SFMTA paying to the employee the replacement cost of the tool(s) minus ten dollars (\$10.00).
367. The replacement cost for tools governed hereunder shall be determined by agreement between the employee or his representative and the employee's appointing officer. Where possible, tools shall be replaced by tools of the same brand name and model. Any dispute resulting from attempts to determine tool replacement costs shall be submitted to an appropriate grievance procedure for resolution. In instances where the employee has suffered a loss of a substantial number of tools which would jeopardize the employee's ability to perform his/her job duties and if there is a dispute as to tool replacement costs, the employee shall not lose any time from work as a result thereof.

V.D. HEALTH & SAFETY

368. The SFMTA agrees to maintain safety standards as required by the pertinent provisions of OSHA. Allegations of violation are subject to OSHA law and procedure.

369. The SFMTA acknowledges its responsibility to provide a safe and healthful work environment for SFMTA employees. The SFMTA agrees to investigate and give consideration to departmental recommendations to improve the working environment of represented employees as required by the pertinent provisions of CAL-OSHA.
370. When an employee, in good faith, believes that a hazardous or unsafe condition exists, and that continuing to work under such conditions poses risks beyond those normally associated with the nature of the job, the employee shall so notify her/his supervisor and the Department's safety committee and/or safety officer. The safety officer shall promptly investigate the complaint. While the employee is awaiting the arrival of the safety officer, and until the officer has made her/his determination, the employee shall not be required to perform the disputed assignment, and shall be assigned other work.
371. If the safety officer determines that the complaint is valid, her/his determination, including recommendations regarding abatement procedures or employee reassignments, shall immediately be submitted to the departmental management for resolution. In the event that there is no concurrence between the employee's good faith belief that a hazardous or unsafe condition exists, and the safety officer's determination that such is not the case, the employee shall continue with the assignment.
372. The safety issue, however, would be appealable by the employee. Said appeal would have to be filed with the Appointing Officer, in writing, within 7 calendar days of the safety officer's determination.
373. The appeal will be processed through an expedited proceeding. The expedited hearing shall be before a Health and Safety expert to be mutually selected by the parties. This individual shall serve as the Health and Safety expert on all appeals until the parties mutually agree to remove him/her, or for twelve months, whichever comes first. The Health and Safety expert will hear the matter and will make a finding and a recommendation on only the safety issue.
374. After receipt of the appeal, the Appointing Officer will contact the Union within 3 working days to acknowledge receipt of the appeal, and will also contact the Health and Safety expert to arrange for a hearing date. A hearing on the matter will be scheduled as soon as the Health and Safety expert is available. The parties shall not use briefs. The expert will use every effort to issue a bench recommendation followed by a written decision. Transcription by a certified court reporter shall be taken, but shall be transcribed only at the direction of the health and safety expert.
375. Each party shall bear its own expenses in connection with the Health and Safety expert hearing process. All fees and expenses of the expert and the court reporter and transcript, if any, shall be shared equally by the parties.

376. In cases where the department does not have a safety officer, the employee shall have the option to appeal the safety issue directly with the Appointing Officer for resolution as detailed above.

Safety Practices:

377. The SFMTA acknowledges that, for health and safety reasons, MUNI road call crews are staffed with two (2) employees; however, on occasion, subject to operational needs, the crew size may be less than this number.
378. The SFMTA acknowledges for health and safety reasons, the Overhead Line Division staffs the division's call crew with four (4) employees; however, on occasion, subject to operational needs of the Department, the crew size may be less than this number.
379. The SFMTA acknowledges that for health and safety reasons, the staffs Digital Systems maintenance platform sign change crews with three (3) employees (day shift); two (2) employees (swing shift); however, on occasion, subject to operational needs of the Department, the crew size may be less than this number.
380. The Overhead Line Division: Except in the case of emergency calls, the Division does not assign routine maintenance work during moderate to heavy rain conditions.
381. Class 7510 light fixture maintenance worker need not be accompanied by a second 7510 in the performance fixture maintenance work within the classification.
382. The Digital Systems Maintenance: Entry into confined spaces (e.g. sheave pits) only when an employee is accompanied or part of an authorized cable machinery crew. Track-side procedures (Duboce relay room ingress/egress) require a minimum two (2) person crew, both of whom must agree to access procedure.

Safety Meetings:

383. At least one (1) safety meeting per shift per month will be held with unit employees at the following jobsite locations:
- (a). Motive Power
 - (b). Overhead Lines
 - (c). Building and Ground Electric Shop
 - (d). Radio Shop
 - (e). Farebox
 - (f). Cable Car Shop
 - (g). Electronic Shop
384. At least one (1) safety meeting per pay period per shift will be held with unit employees at the following jobsite locations:

- (a). Metro Heavy Overhaul
- (b). Electric Motor Shop
- (c). Metro Field Maintenance
- (d). Geneva Car House (P.M. Inspections)
- (e). P.C.C. Historical Fleet
- (f). Metro Running Repair
- (g). Potrero Trolley Maintenance
- (h). Presidio Trolley Maintenance

385. Other:

- (a). Digital Systems Maintenance: As required by Cal-Osha minimum standards
- (b). Signal and Communications Systems: One (1) safety meeting per shift, bi-weekly

V.E. SAFETY EQUIPMENT

- 386. The SFMTA agrees to provide all required safety equipment (i.e., protective eyewear, protective footwear, hearing protection) in compliance with Cal-OSHA regulations.
- 387. The SFMTA agrees to provide goggles, hard hats, ear plugs, dust masks, respirators, leather gloves and all safety equipment, as needed, for all employees working in classifications covered by the terms of this agreement. Employees who wear prescription glasses may at the discretion of the Appointing Officer, be provided with prescription safety glasses.

V.F. SAFETY SHOES

- 388. The SFMTA agrees to provide safety shoes to represented employees, as required by their job duties, pursuant to the SFMTA shoe policy in place at this time and incorporated herein by reference. The SFMTA agrees to give notice to the Union and offer to meet over any proposed future changes to the existing shoe policy.

V.G. MISCELLANEOUS CONDITIONS OF EMPLOYMENT

Attendance:

- 389. The attached (MUNI Bulletin 4.4, Attendance Policy issued July 14, 1986, re-issued December 8, 1986) is applicable to all MUNI jobsite locations.
- 390. SFMTA and Local 6 agree to meet and discuss a proposed SFMTA attendance policy to replace current rules.

Lunch Room Facilities:

Lunchroom facilities are provided unit employees at the following jobsite locations:

391. Signal and Communications Systems (equipped with refrigerator, microwave, tables and chairs), Radio Shop, Fare Box, Metro Heavy Overhaul, Electric Motor Shop, Metro Field Maintenance, Geneva Car House (P.M. Inspections), P.C.C. Historical Fleet, Metro Running Repair, Potrero Trolley Maintenance, Presidio Trolley Maintenance, Cable Car Shop and Electronic Shop.

392. No-cost Parking/MUNI: Pursuant to the Award of Arbitrator Buddy Cohn dated October 1, 1999, the SFMTA has committed itself to a practice of using its best, good faith effort to furnish no-cost employee parking on SFMTA-controlled property or, when such space is unavailable, to obtain free parking elsewhere; but, when business needs, costs or other legitimate considerations outweigh the ability to secure suitable free parking, the SFMTA is not obligated to acquire it or reimburse its costs.

V.H EMPLOYEE ASSISTANCE PROGRAM (EAP) AND PEER COUNSELING PROGRAM

393. Services provided to covered SFMTA employees.

ARTICLE VI – DEPARTMENT OF PARKING AND TRAFFIC

VI.A WORKWEEK AND HOURS

394. The normal work week for the following work assignment locations shall be forty (40) hours per week, Monday through Friday:

Department of Parking and Traffic

395. Dayshifts – Monday Through Friday Work Weeks:

The following shift hours are to be observed at the following work locations:

Department of Parking and Traffic (staggered):

6:00 a.m. – 2:30 p.m.

8:00 a.m. – 4:30 p.m.

VI.B WORKING CONDITIONS AT THE DEPARTMENT OF PARKING AND TRAFFIC

Safety Practices:

396. All work practices at the Department of Parking and Traffic must meet the standards of the International Municipal Signal Association and the CalTrans Work Zone Safety Regulations.

Safety Meetings:

397. Safety meetings at the Department of Parking and Traffic are held every payday on each shift with unit employees.

Security of Employees Effects and Tools:

398. Bargaining Unit employees at the Parking and Traffic shall be provided safe and secure storage facilities for personal effects and work clothes (lockers or the equivalent); and for personally provided tools (lockers, storage area, lock boxes, etc.) where such tools are used in the performance of the employee's duties.

Overtime, Shift, Vacation, Holiday Assignments:

Overtime:

399. The following provisions pertaining to Weekend, Holiday, and Regular Overtime Assignments shall apply to covered employees at the Department of Parking and Traffic:

Weekend, Holiday Assignments:

400. Weekends are covered by one straight 8-hour shift: 7:00 am - 3:00 pm, paid at overtime. Assignment to Saturday, Sunday and holiday overtime is mandatory, made by rotation by alphabetical order. Holidays falling in the succeeding week to be covered by shift working the preceding Saturday and Sunday.

Regular Overtime Assignments:

401. Applies to non-weekend, non holiday overtime. Regular overtime offered to employees with least number of O.T. hours. Regular O.T. is generally voluntary unless there are not volunteers in which case, regular O.T. may be assigned by inverse seniority. Refusals of O.T. not counted to determine eligibility for an offer of regular O.T.; however, weekend and holiday O.T. is counted to determine eligibility for an offer of regular O.T.

Vacation:

402. Vacation for covered employees in the Department of Parking and Traffic shall be granted according to the following procedures:
403. Vacation is bid, annually, based upon seniority (date of certification in classification). Bid period to be completed by April 1. After close of bid period, vacations requests granted on first come, first serve basis, based upon needs of department.

Miscellaneous Conditions of Employment:

Sick Leave Use Rules:

404. Employees at the Department of Parking and Traffic are required to “call in” prior to the start of employee’s shift in order for sick leave to be granted. Employees are required to call in by 8:30 am.

ARTICLE VII - SCOPE

- 405. The parties recognize that re-codifications may change the references to specific Civil Service Rules and Charter sections contained herein. Therefore, the parties agree that in this event, such terms will be read as if they accurately reference the same sections in their newly codified form.
- 406. Nothing contained in this Agreement shall have application to changes of Civil Service Rules excluded from bargaining pursuant to Charter Section A8.409-3.

VII.A. SAVINGS CLAUSE

- 407. Should any part of this Agreement be determined to be contrary to law, such invalidation of that part or portion of this Agreement shall not invalidate the remaining portions hereof. In the event of such determination, the parties agree to immediately meet and confer in an attempt to agree upon a provision for the invalidated portion which meets with the precepts of the law.

VII.B. REOPENER

- 408. Consistent with the provisions of Charter Section A8.409, this agreement shall be reopened if the Charter is amended to enable the City and that union to arbitrate retirement benefits

VII.C. ZIPPER CLAUSE

- 409. This Agreement sets forth the full and entire understanding of the parties regarding the matters herein. This Agreement may be modified, but only in writing, upon the mutual consent of the parties except as otherwise provided herein.
- 410. Pursuant to the zipper clause provision in the 1997-2001 MOU, the parties agree that any and all past practices and understandings not memorialized and incorporated into this Agreement, or the appendices hereto, shall no longer be enforceable.

VII.D. DURATION OF AGREEMENT

- 411. This Agreement shall be effective July 1, 2010, and shall remain in full force and effect through June 30, 2012, with an economic re-opener in the second year. Such reopener shall commence in January 2011, and shall be subject to the timelines and the Charter factors set forth in Charter section A8.409 and 8A.104.

IN WITNESS HEREOF, the parties hereto have executed this MOU this _____ day of _____, 2010.

FOR THE SFMTA

FOR THE UNION

Nathaniel P. Ford Sr.
Executive Director/CEO

John J. O'Rourke
Business Manager, Financial Secretary

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

Kevin Hughes
Assistant Business Manager

Chris Iborra
Labor Relations Manager

APPROVED AS TO FORM:
DENNIS J. HERRERA, CITY ATTORNEY

Elizabeth Salveson
Chief Labor Attorney

ATTACHMENT 1
MUNI – DIVISIONS DEFINED

1. Metro Green Light Rail Vehicle Maintenance
2. Metro Green Support Shops
3. Metro East Light Rail Vehicle Maintenance
4. Metro East Light Rail Maintenance Heavy Overhaul*
5. Geneva Light Rail Vehicle Maintenance
6. Geneva Car House/ Historical Fleet
7. Electronics Support Shop
8. Potrero Shop
9. Presidio Shop
10. Digital Systems
11. Signal and Communications Systems
12. Cable Car Maintenance
13. Motive Power
14. Overhead Lines
15. Buildings and Grounds
16. Light Rail Mobile Response Unit (MRU)

* This bidding provisions of paragraphs 215 *et seq.* shall apply to this unit only if and when MUNI Metro East begins performing a Heavy Overhaul function on the same level as the work currently being performed at Metro Green Division by Class 7371. Disputes regarding this provision shall be resolved pursuant to the grievance procedure.

ATTACHMENT 2

MUNI – BID UNITS / HOLIDAY & OVERTIME SIGN UP

The Bid Units for Holiday and Scheduled Overtime sign-up shall include all classifications in Article I.A. RECOGNITION within the following divisions:

1. Potrero
2. Presidio
3. Cable Car Maintenance
4. Digital Systems Maintenance
5. Signal and Communication Systems
6. Radio Shop
7. Fare Box
8. Electronic Shop (Includes D. T. E.)
9. Metro Green Control & RPC
10. Electric Motor Shop
11. Metro Green Heavy Overhaul
12. Metro Green Light Rail Vehicle Maintenance
13. Track Department
14. Overhead Lines
15. Motive Power
16. Buildings & Grounds
17. Historical Fleet
18. Video Shop
19. Geneva Car House Light Rail Vehicle Maintenance
20. Light Rail Mobile Response Unit
21. Metro East Light Rail Vehicle Maintenance
22. Metro East Light Rail Maintenance Heavy Overhaul*

* The bidding provisions dependent on this Attachment shall apply to this unit only if and when MUNI Metro East begins performing a Heavy Overhaul function on the same level as the work currently being performed at Metro Green Division by Class 7371. Disputes regarding this provision shall be resolved pursuant to the grievance procedure.

ATTACHMENT 3
MUNI – UNITS / VACATION

Each shift (eg., day, swing, grave yard, etc.) within the following areas constitutes a separate bid unit for vacation purposes.

It should be understood that these units may change as operational demands change.

1. Potrero
2. Presidio
3. Cable Car Maintenance
4. Digital Systems Maintenance
5. Signal & Communication Systems
6. Radio Shop
7. Fare Box
8. Electronic Shop(Includes D.T.E.)
9. Metro Green Control & RPC
10. Electric Motor Shop
11. Metro Green Heavy Overhaul
12. Metro Green Light Rail Vehicle Maintenance
13. Track Department
14. Overhead Lines
15. Motive Power
16. Buildings & Grounds
17. Historical Fleet
18. Video Shop
19. Geneva Car House Light Rail Vehicle Maintenance
20. Metro Light Rail Mobile Response Unit
21. Metro East Light Rail Vehicle Maintenance
22. Metro East Light Rail Maintenance Heavy Overhaul*

* The bidding provisions dependent on this Attachment shall apply to this unit only if and when MUNI Metro East begins performing a Heavy Overhaul function on the same level as the work currently being performed at Metro Green Division by Class 7371. Disputes regarding this provision shall be resolved pursuant to the grievance procedure.

ATTACHMENT 4

MUNI CLASSIFICATIONS ELIGIBLE FOR SHIFT AND TRANSFER BIDDING

7235	Transit Power Line Supervisor I
7238	Electrician Supervisor I
7256	Electric Motor Repair Supervisor I
7318	Electronic Maintenance Technician
7319	Electric Motor Repairer
7329	Electronics Maintenance Technical Assistant Supervisor
7345	Electrician
7364	Power House Operator
7365	Senior Power House Operator
7366	Transit Power Line Worker
7371	Electrical Transit System Mechanic
7380	Electrical Transit Mechanic Assistant Supervisor
7390	Welder
7408	Assistant Power House Operator
7430	Assistant Electronics Maintenance Technician
7432	Electrical Line Helper
7510	Lighting Fixture Maintenance Worker

EAP 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 trouble-shooting and making decisions on program operations.
- (c) SFMTA Liaison: The SFMTA Liaison shall be an individual designated by the SFMTA General Manager to serve as the SFMTA's emissary in matters such as labor relations and administrative issues.
- (d) Qualifications:
 - A SFMTA 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 SFMTA 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 SFMTA employee who has had experience with family members' substance abuse and who had participated in a self-help group for co-dependency
 - AND
 - A SFMTA employee who is respected by their peers, the union, and the management
 - AND

- A SFMTA 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 CBA, as amended June 12, 1995. The SFMTA and the SFMTA recognize 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.

Sideletter

RETIREE HEALTH BENEFITS – FUNDING

The SFMTA and the Union agree that it is in the interests of the public and all SFMTA employees that sufficient funds be made available for the payment of the retiree medical benefits provided by the City Charter. As of January 2007, the City has an obligation to report its unfunded liability for retiree medical benefits, as required by the Governmental Accounting Standards Board. In recognition of these facts, the Union and the SFMTA agree to participate in a City-wide Retiree Health Benefits Committee, which shall include other Unions and employee organizations representing City and SFMTA employees, to study and make recommendations regarding funding of retiree health benefits.

MUNI BULLETIN 4.4

4.4 Equipment Maintenance Attendance Policy

Purpose

Attendance is an important standard of performance. Each employee is required to work the hours normally scheduled for his or her position. There is not a single job that is not vital to overall operations. When employees fail to take this fact seriously, time consuming rearrangements and reshuffling hampers our ability to meet our obligations to the public.

This policy provides definitions of the different types of absences and describes the disciplinary actions that can and should be taken when attendance becomes a problem.

DEFINITIONS

All Shops and work locations within Equipment Maintenance shall define the attendance policy in these terms:

Absence: This is the failure of an employee to report to work during the hours he or she is normally scheduled to work.

Extended Absence: This is a leave of absence for any reason other than suspension, vacation, and/or compensation time for more than five (5) consecutive work days.

Unexcused Absence: An employee will be considered Absent without Official Leave (AWOL) if he or she:

- fails to notify the immediate supervisor of absence prior to the normally scheduled work period.
- decides to be absent even though supervisory permission was not granted.
- fails to produce sufficient proof or documentation to justify absence when required.
- Is absent from his or her designated work station during the course of the normal work period without supervisory permission.

Tardiness: This is the failure to be on the job, ready to perform duties at the time work is normally scheduled to begin. Tardiness will be considered excused or unexcused by the immediate supervisor based on the reason, length of time, whether or not the employee notified the supervisor, and number of occurrences.

Excessive Absenteeism: This is more than one day off per month over a period of time for other than scheduled vacations or a pattern of absenteeism such as every Friday or every day prior to a holiday.

Requesting and Receiving Authorization for Absence

It is the employee's responsibility to request supervisory permission to be absent at any time during the normal work day in a timely manner. Request for leave for extended periods must be submitted to the supervisor on a properly completed CSC 7-20 Request for Leave Form (see Attachment 1). Except for involuntary and medical leave, employees should submit a request at least 30 days in advance to allow time for the supervisor to make arrangements for work coverage. Involuntary and medical leave requests should be submitted as soon as possible.

In cases of unforeseen absence, the employee will call before the start of the work shift and report the absence to the supervisor or designated contact. Each supervisor will inform all his or her employees in writing of the time, telephone number, and name(s) of contact(s) to call when unable to report for work (see Attachment 2). The point of contact should be reliable and consistent for each work station and shift.

Rare exceptions are permitted in cases where employee notification does not occur. There is no substitute for common sense when determining whether or not extenuating circumstances were such that it prevented the employee from notifying his/her supervisor.

If and when required, written documentation should be submitted to justify absence,. Although not all absences require written justification, there are certain types of leave that should not be granted without proper documentation. Employees must present these documents when requesting leave. For example:

- Military orders are required in requesting military leave.
- A physician must complete Items 12-17 on the leave form when requesting an extended period of Medical Leave.

- A court issued notification of selection for jury duty is required in requesting Jury Duty Leave.
- A physician's written verification is required for any absence due to illness if the employee is on sick leave restriction. It must be submitted when the employee returns to work.

Once an employee has requested leave, the supervisor must respond. In some cases, supervisors cannot disapprove the leave if properly requested and written justification is provided. In particular, maternity, jury duty, and military leave must be granted.

On the other hand, approval of the use of compensation time, vacation, floating holidays and lieu days is at the discretion of the supervisor. However, floating holidays and lieu days must be taken before the expiration of the current fiscal year and take priority over workload demands if employees are in jeopardy of forfeiting earned time off.

Finally, all requests should be given to the appropriate divisional personnel officer (DPO) for processing. The DPO will forward the forms to the section manager for review and approval. A copy will then be filed within Equipment Maintenance and the original forwarded to the PUC Bureau of Personnel and Training (BPT).

Disciplinary Action

To correct attendance problems, progressive disciplinary measures will be taken.

Tardiness: Excused tardiness will result in loss of pay, with no disciplinary action taken. When necessary, the supervisor may allow employee to make up time not to exceed an eight-hour shift or a forty-hour wee4k. Each occurrence of tardiness must be documented on a timecard or sign in log.

Unexcused tardiness will result in loss of pay. A verbal warning will be given on the first occurrence. The second occurrence within a three month period may be cause for written instruction or written warning. A third occurrence within the same three month period may be cause for suspension.

Unexcused Absence: The supervisor will endeavor to discuss the reason for an unexcused absence with the employee. If there are clearly extenuating circumstances which can be justified, such as proven emergencies, no further disciplinary action will be taken. In the absence of justifiable circumstances, the employee will be considered AWOL. This will result in both loss of pay and disciplinary action in accordance with the PUC Disciplinary Guide.

Each occurrence must be documented with a D-1 discipline form, as either a written instruction or a written warning. A second occurrence of being AWOL within a six-month period may result in suspension. A third occurrence within the same six-month period may result in a Recommendation for Dismissal or Termination.

Being AWOL for five (5) consecutive days will constitute "abandonment of position", and may result in dismissal for being AWOL. Supervisors are required to make reasonable efforts to contact the employee. In particular, the supervisor will call the employee's home and emergency telephone numbers during the first three (3) days. If the employee cannot be reached, the supervisor will report it to the appropriate DPO. The DPO will then:

- Send a letter via certified mail (see Attachment 3) to the employee's last known address.
- Continue to call the employee up to the fifth day.
- Report verbally to BPT on the fifth day.
- Send a formal memo to the Director of BPT requesting dismissal for being AWOL. The memo should state specific efforts taken within Equipment Maintenance to contact or locate the employee. (See Attachment 4 for a sample.)

Excessive Absenteeism: If the number of absences for other than scheduled vacations exceeds one day per month over a period of time or if a pattern of absenteeism indicates possible abuse of leave, the supervisor will endeavor to determine the cause. If a medical, physical, or personal problem is identified as a factor, the supervisor will refer the employee to the EAP (Employee Assistance Program) and to the appropriate personnel officer for counseling and assistance. If there are no extenuating circumstances, disciplinary action will be taken.


Prior to taking disciplinary action, the supervisor will place the employee on sick leave restriction (see Attachment 5), which requires the employee to submit "proof of incapacitation". The burden of proof is on the employee; if he or she fails to submit "proof of incapacitation", as stipulated on the attached form, he or she will be considered AWOL. To place an employee on sick leave restriction, the supervisor must specify an effective date that is at least five working days after the employee received the restriction notice. The length of restriction may vary from one to six months. This may be extended if the employee has a history of excessive absenteeism and/or other justifiable reasons.

ATTENDANCE EVALUATION

Each employee's attendance will be evaluated on an annual basis when performance appraisals are conducted. Supervisors shall, uniformly throughout Equipment Maintenance, use the twelve-month attendance chart (see Attachment 6) to evaluate each employee's attendance. The official timeroll sheets should be used in completing the chart to ensure accuracy. The Attendance Review Chart is designed to provide an at-a-glance analysis of either an individual employee's attendance up to twelve months or a group of employees on a monthly basis. This chart should be filled out according to timeroll reports submitted to payroll. In analyzing the chart, scheduled absences for vacation, legal and floating holidays, and other similar planned leaves are not to be used when determining an employee's absenteeism.

Attachment 1



Sample of Request for Leave Form
(updated 2006)



Municipal Transportation Agency

Request for Leave

NEW RENEWAL (Extension)

SECTION I – EMPLOYEE MUST COMPLETE

Name _____ Social Security No. _____

Address _____ City, State, Zip Code _____

Telephone No. _____ Employment Status: Permanent Probationary Provisional Temporary Exempt

Classification No and Title _____ Work Location _____

Type of Leave Requested: (Check one box below)

Sick Leave with Pay: (\$163 Transit Operators must check this box for all Sick Leave Requests, unless all types of paid leave credit balances are zero)

Sick Leave without Pay

Military Leave (Attach copy of orders)

Family Care Leave (for Permanent employees only)

Personal Leave (Specify) _____

PENDING Workers' Compensation Disability Leave

To Accept Other City & County Employment

Other (Specify) _____

To request FMLA for Sick or Family Care Leave, please check the appropriate reason: (Check one box below)

Birth of the employee's child and to care for such child.
Date of birth: _____

Placement with the employee of a child for adoption or foster care and to care for such child. (Attach documentation)

In order to care for an immediate family member because such family member has a serious health condition. (Submit form FMLA 2 within 15 calendar days)

Employee's serious health condition that makes the employee unable to perform the functions of his/her job. (Submit form FMLA 2 within 15 calendar days)

If you will be receiving Disability or Paid Family Leave Insurance from the State of California, please check one of the boxes below:

I wish to supplement SDI or PFL with Sick, Vacation or other Time Off credits

I DO NOT wish to supplement SDI or PFL with paid leave credits (not applicable to \$163 Transit Operators)

Note: All Sick Leaves and Family Care Leaves will automatically be designated as FMLA leaves, if the employee qualifies for FMLA, regardless of whether or not the employee requests such designation.

Dates of Leave Requested: From: _____ Through: _____

Signature of Employee: _____ Date: _____
Read the reverse side for important information on leaves prior to signing this form

SECTION II – HEALTH CARE PROVIDER MUST COMPLETE (For FMLA, use Form FMLA 2)

I, the undersigned health care provider, do hereby certify that the above named employee is completely incapacitated for the performance of essential functions for the time period indicated below. In signing this form, I understand and agree to answer in a timely fashion the employer's reasonable questions as to the basis of statements made on this form. I understand that my cooperation is necessary to secure the employer's approval of sick leave.

Date of Leave: From: _____ Through: _____ Inclusive
Duration may be for up to 12 weeks (16 weeks for Pregnancy Disability) maximum for each leave request form

Print, type, or stamp provider information below:

Health Care Provider _____ Telephone No. _____ License No. _____

Address _____ City, State, Zip Code _____

Signature of Health Care Provider: _____ Date: _____
RETURN TO PATIENT WHO IS RESPONSIBLE FOR FORWARDING TO THE EMPLOYER

SECTION III – APPROVALS – EMPLOYEE'S SUPERVISOR MUST COMPLETE

PRINT NAME/TITLE	SIGNATURE	DATE	APPROVE	DISAPPROVE (REASON)
(Employee's Supervisor)				
(Personal Officer/Designee)				
(Appointing Officer/Designee)				

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Attachment 2

Sample of Call-In Procedures for Unscheduled Absences

EMPLOYEE NAME: _____ Date: _____ Class _____

You must notify _____ at _____
OFFICE/SUPERVISOR TELEPHONE #
if you are unable to report for work on your assigned shift.

You must notify us at least _____ Prior to (or after) the
AMT of TIME
start of your assigned shift. Failure to follow this procedure may
result in your being marked Absent Without Official Leave (AWOL).

EMPLOYEE SIGNATURE SUPERVISOR'S NAME

SUPERVISOR SIGNATURE

cc: Employee file
Personnel Bureau

Attachment 3

Sample of Letter to Employee

Date

Name
Address
City, State

Dear Mr./Ms:

Our records indicate that you have not reported to work for the past _____ days, nor have you contacted this office (or me).
No.

Please be advised that you are being marked Absent Without Official Leave (AWOL). Under Civil Service Rule 25, five (5) consecutive days of being AWOL, will constitute abandonment of position, which may result in an automatic resignation.

Please contact me as soon as possible at _____
Telephone No.

regarding your employment status.

Very truly yours,

Contact Person

cc: Employee File BPT
Employee File Equip Office
Union (Name of Representative)
Immediate Supervisor

Attachment 4

Sample of Memo to Director of BPT

APRIL 30, 1986

TO: ANDREA GOURDINE - DIRECTOR, BUREAU OF PERSONNEL & TRAINING
THRU: WILLIAM G. STEAD - GENERAL MANAGER, MUNICIPAL RAILWAY
THRU: ANN BRANSTON - DEP GEN MGR, EQUIPMENT MAINTENANCE

FR: MODAL MANAGER

RE: ABANDONMENT OF POSITION, JANE DOE - 1404 CLERK

Jane Doe has been absent without proper authorization since April 22, 1986, for a total of six (6) consecutive work days. She has not called in and we've been unsuccessful in several attempts to reach her by phone at her home and at the emergency number on file. Yesterday, April 29, we sent out a letter via certified mail to her last known address, asking that she contact us as soon as possible (see attached).

According to Civil Service Rule 25, we believe this constitutes Abandonment of Position, for which we request your office take action for the automatic resignation of Ms. Doe.

cc: Employee File

Immediate Supervisor

Attachment 5

Sample of Notice of Sick Leave Restriction

NOTICE OF SICK LEAVE RESTRICTION

TO: _____
Employee Class Title

FROM: _____
Supervisor Class Title

DATE: _____

In accordance with Civil Service Rule 122.02-3, you will be placed on Sick Leave Restriction effective _____ to _____. This action is taken because of your Absenteeism record which: _____

While on sick leave restriction any medical appointments scheduled during your normal work hours must be reported to your supervisor as far ahead as possible. If you are absent from work, due to illness for any length of time, you must submit to your supervisor, immediately upon returning to work, a doctor's written statement which must:

1. Stipulate the nature of your illness.
2. If applicable, stating the length of time off work.
3. Have the physician's name, address, and phone number clearly printed or typed.
4. Must be signed and dated by the doctor personally.

Failure to meet the conditions of this restriction as stipulated above may constitute absence without official leave and may be grounds for disciplinary action. Medical verifications may be subject to confirmation.

The primary purpose for this restriction is to prevent abuse of sick leave, which is an employee privilege, not an employee right. This restriction may be rescinded earlier if your attendance improves.

Received: _____
Employee's Signature Date

cc: Division Manager
Personnel Officer
File

Attachment 6

Sample of Attendance Review Chart

EQUIPMENT MAINTENANCE

ATTENDANCE REVIEW

EMPLOYEE: _____
CLASS/TITLE: _____
PREPARED BY: _____

LOCATION: _____
SUPERVISOR: _____
PURPOSE: _____

Table with 32 columns (MONTH/NAME, 1-31) and 1 row labeled COMMENTS.

LH = LEGAL HOLIDAY
V = VACATION
FH = FLOATING HOLIDAY
SP = SICK PAY
SL = SICK W/O PAY

WC = WORKMAN'S COMP
JD = JURY DUTY
EL = EMERGENCY LEAVE
[] = WEEKENDS
T = TARDY

LD = LIEU DAY

SD = DISABILITY LEAVE
MA = MATERNITY LEAVE
MI = MILITARY LEAVE
OU = COMP TIME USED
S = SUSPENSION

L = OTHER TYPE OF LEAVE

ABSENTEE RATE:
a = # of scheduled work days (not including RDO's)
b = # of absences (not including vacations, LH, FH)
c = Absenteeism Rate

a/b X 100 = c

FOR INFORMATIONAL PURPOSES ONLY

IBEW Local 6
Wage Schedule
2010 - 2012

WAGE SCHEDULE

7/1/10 Bi-Weekly Rates

Class	Title	Sched	Step 1	Step 2	Step 3	Step 4	Step 5	Enter at Top Step
6252	Line Inspector	07380	41.8250	43.9125	46.1125	48.4125	50.8375	Y
7214	Electrical Transit Equip Super	07690	48.6000	51.0250	53.5750	56.2500	59.0625	
7216	Electrical Transit Shop Sup I	07490	44.0875	46.3000	48.6000	51.0250	53.5750	Y
7235	Transit Power Line Supervisor I	07300	40.2125	42.2250	44.3375	46.5500	48.8750	Y
7238	Electrician Supervisor I	07330	40.7875	42.8250	44.9625	47.2125	49.5750	Y
7244	Power Plant Supervisor I	06990	34.5500	36.2750	38.0875	39.9875	41.9875	
7253	Electrical Transit Mechanic Sup I	07290	39.9875	41.9875	44.0875	46.3000	48.6000	Y
7255	Power House Electrician Sup I	07230	38.8500	40.7875	42.8250	44.9625	47.2125	Y
7256	Electric Motor Repair Sup I	07290	39.9875	41.9875	44.0875	46.3000	48.6000	Y
7274	Transit Power Line Worker Sup II	07450	43.2500	45.4125	47.6875	50.0750	52.5750	Y
7276	Electrician Supervisor II	07550	45.4125	47.6875	50.0750	52.5750	55.2000	Y
7279	Power House Electrician Sup II	07450	43.2500	45.4125	47.6875	50.0750	52.5750	Y
7287	Supervising Electronic Maint Tech	07590	46.2875	48.6000	51.0250	53.5750	56.2500	Y
7308	Cable Splicer	07230	38.8500	40.7875	42.8250	44.9625	47.2125	
7318	Electronic Maintenance Tech	07290	39.9875	41.9875	44.0875	46.3000	48.6000	Y
7319	Electric Motor Repairer	06760	30.9000	32.4500	34.0750	35.7750	37.5625	Y
7329	Electronic Maint Tech Asst Super	07450	43.2500	45.4125	47.6875	50.0750	52.5750	Y
7345	Electrician	07080	36.1250	37.9375	39.8375	41.8250	43.9125	Y
7364	Power House Operator	06610	28.7125	30.1500	31.6625	33.2500	34.9125	Y
7365	Senior Power House Operator	06860	32.4500	34.0750	35.7750	37.5625	39.4375	Y
7366	Transit Power Line Worker	7366F		42.3875	43.4625	44.5500	45.6000	Y
7371	Electrical Transit system Mechanic	06790	31.3375	32.9000	34.5500	36.2750	38.0875	Y
7380	Electrical Transit Mech Asst Super	07090	36.2750	38.0875	39.9875	41.9875	44.0875	Y
7390	Welder	06800	31.5125	33.0875	34.7375	36.4750	38.3000	Y
7408	Asst Power House Operator	06140	22.8375	23.9750	25.1750	26.4375	27.7625	Y
7430	Asst Electronic Maintenance Tech	06990	34.5500	36.2750	38.0875	39.9875	41.9875	
7432	Electrical Line Helper	06680	29.7125	31.2000	32.7625	34.4000	36.1250	
7510	Lighting Fixture Maint Worker	05860	19.9500	20.9250	21.9500	23.0500	24.2000	
9145	Traffic Signal Electrician	9145F					47.6875	
9147	Traffic Signal Electrician Supervisor I	9147F					53.5750	
9149	Traffic Signal Electrician Supervisor II	9149F					59.8625	

JULY 1, 2010– JUNE 30, 2012

CBA BETWEEN THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY OF SAN FRANCISCO
AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 6