

SFMTA

Municipal Transportation Agency



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

AND

THE TRANSPORT WORKERS' UNION, AFL-CIO

LOCAL 250-A

TRANSIT FARE INSPECTORS (9132)

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

July 1, 2011- June 30, 2014

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PREAMBLE

1. This Collective Bargaining Agreement (hereinafter "CBA") is entered into by the San Francisco Municipal Transportation Agency (hereinafter "SFMTA"), and the Transport Workers Union of America, AFL-CIO, and Local 250-A, Transport Workers Union (hereinafter "UNION").

ARTICLE I - REPRESENTATION

I.A. RECOGNITION

2. The SFMTA acknowledges that the UNION has been certified as the recognized employee representative, pursuant to the provisions set forth in the SFMTA's Employee Relations Operating Resolution for the following classifications:

9132 Transit Fare Inspector

I.B. INTENT

3. It is the intent of the parties that the provisions of this CBA shall not become binding until ratified by the SFMTA and Board of Supervisors and by the membership of the UNION.
4. Provisions of this CBA which are in conflict with provisions of ordinances, resolutions, rules or regulations over which the Board of Supervisors and/or the SFMTA Board of Directors has jurisdiction to act, shall prevail. Unless an existing ordinance, resolution, rule or regulation is specifically discussed and changed, deleted, or modified by the terms of this CBA, it shall be deemed to remain in full operational effect.
5. The employees covered by this contract will be indemnified and defended by the SFMTA for acts within the course and scope of their official employment in accordance with the applicable requirements of state law. This Article is for informational purposes only and is not subject to grievance or arbitration.

I.C. NO STRIKE PROVISION

6. The UNION and each member of the bargaining unit covenant and agree not to initiate, engage in, cause, instigate, encourage or condone a strike, work stoppage, slowdown, or absenteeism. The UNION and each member of the bargaining unit covenant and agree not to engage in any form of sympathy strike including, but not limited to, observing or honoring the picket line of any other UNION or person.

I.D. OBJECTIVE OF THE MUNICIPAL TRANSPORTATION AGENCY

7. It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the SFMTA and its employees. Such achievement is recognized to be a mutual obligation of the parties to this CBA within their respective roles and responsibilities.

I.E. MANAGEMENT RIGHTS

8. The UNION recognizes the SFMTA's right to establish and/or revise performance levels, standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees. The SFMTA recognizes the UNION's or the employee's right to grieve the effect of and implementation of the revised performance levels, norms, or standards.

I.F. SHOP STEWARDS

9. The UNION shall furnish the SFMTA with an accurate list of shop stewards. The UNION may submit amendments to this list at any time because of the permanent absence of a designated shop steward. If a shop steward is not officially designated in writing by the UNION, none will be recognized.
10. The UNION and the SFMTA recognize that it is the responsibility of the shop steward to assist in the resolution of grievances or disputes at the lowest possible level. No more than two shop stewards representing a particular worksite may assist in the resolution of grievances or disputes arising in that worksite. Should that steward be unavailable, a steward representing another shop may substitute.
11. While handling grievances or meeting with SFMTA representatives concerning matters affecting the working conditions and status of employees covered by this CBA, the shop steward shall be allowed time off during normal working hours to perform such duties without loss of pay, provided, however, that time off for investigation shall be reasonably related to the difficulty of the grievance. The shop steward shall not be paid overtime if UNION duties carry the employee past the her/his normal duty schedule. Shop stewards shall request time off at least 48-hours in advance of the time off requested, where practicable.
12. If, in the judgment of the supervisor, permission cannot be granted immediately to the shop steward to investigate or present a grievance during on-duty time, such permission shall be granted by the supervisor no later than the next working day from the date the shop steward was denied permission.

13. In handling grievances, the shop steward shall have the right to:
14. consult with an employee regarding the presentation of a grievance or dispute after the employee has requested the assistance or presence of the shop steward;
15. present to a supervisor a grievance or dispute which has been requested by an employee or group of employees to present for resolution or adjustment;
16. investigate any such grievance or dispute so that such grievance or dispute can be properly discussed with the supervisor or the designated representative; and,
17. attend meetings with supervisors or other SFMTA representatives when such meetings are necessary to adjust grievances or disputes.
18. In emergency situations, where immediate disciplinary action must be taken because of violation of law or a SFMTA or departmental rule (intoxication, theft, *etc.*) the shop steward shall, if possible, be granted immediate permission to leave his/her post of duty to assist in the grievance procedure.
19. Shop stewards shall not interfere with the work of any employee.
20. Stewards shall receive timely notice of and shall be permitted to make appearances at all departmental orientation sessions in order to distribute UNION materials and to discuss employee rights and obligations under this CBA.

I.G. GRIEVANCE PROCEDURE & THE DISCIPLINE PROCESS

21. The following procedures are adopted by the Parties to provide for the orderly and efficient disposition of grievances and are the sole and exclusive procedures for resolving grievances as defined herein.
22. **Definition.** A Grievance shall be defined as any dispute which involves the interpretation or application of, or compliance with this Agreement, including discipline and discharge of employees. Civil Service Rule “Carve-outs” are not subject to the grievance procedure nor may be submitted to arbitration.
23. **Time Limits.** The time between the Steps may be extended by mutual agreement in writing. Failure by the employee or UNION to follow the time limits, unless mutually extended, shall cause the grievance to be withdrawn. Failure of the SFMTA to follow the time limits shall serve to move the grievance to the next step.

24. Grievance Initiation. Only the UNION shall have the right on behalf of a disciplined or discharged employee to appeal a disciplinary or discharge action.
25. Steps of the Procedure. An employee having a grievance may first discuss it with the employee's immediate supervisor and try to work out a satisfactory solution in an informal manner with the supervisor. The employee may have a representative at this discussion. If a solution to the grievance, satisfactory to the employee and the immediate supervisor is not accomplished by informal discussion, the grievant may pursue the grievance further.
26. In computing the time within which any action must be taken under the grievance and discipline procedure, Saturdays, Sundays, and holidays shall not be counted. A grievance may be denied at any level because of failure to adhere to the time limitations.
27. Step 1 / Intermediate Supervisor. The employee and his/her representative shall submit a written statement of the grievance to the intermediate supervisor within fifteen (15) days after the facts or event giving rise to the grievance, containing a specific description of the basis for the claim and resolution desired or within fifteen (15) days from such time as the employee or UNION should have known of the occurrence thereof except for cases alleging sexual harassment, in which case the time limit herein shall be four (4) months. The intermediate supervisor will make every effort to arrive at a prompt resolution by investigating the issue. He/she shall respond within eight (8) working days.
28. Step 2 / Labor Relations Manager. If the grievance is not satisfactorily resolved in Step 1, the grievance shall be submitted, in writing, containing a specific description of the basis for the claim and the resolution desired, and submitted to the Labor Relations Manager within seven (7) days. The parties may meet. In any event, the Labor Relations Manager or designee shall, within fourteen (14) days of receipt of the written grievance, respond in writing to the grievant and the UNION, specifying the reason(s) for concurring with or denying the grievance.
29. Step 3 / SFMTA Human Resources Deputy Director. If the decision of the Labor Relations Manager is unsatisfactory, the grievant and/or the UNION representative may, within fourteen (14) days of receipt of such decision, submit the grievance to the SFMTA Human Resources Director. The SFMTA Human Resources Deputy Director shall have fourteen (14) days after receipt of the written grievance in which to review and seek resolution of the grievance and respond in writing.
30. Should there be no satisfactory resolution at Step 3, the UNION has the right to submit the grievance to final and binding arbitration within fourteen (14) days of receipt of the Step 3 response.

31. Expedited Arbitration. All disciplinary actions, excluding suspensions of fifteen (15)-days or greater and discharges, shall be processed through an Expedited Arbitration proceeding. By written mutual agreement entered into before or during Step 3 of the Grievance Procedure, the parties may submit other grievances to the Expedited Arbitration process.
32. Scheduling. Under no instance shall either the UNION or the SFMTA have less than seven (7) days advance notice prior to the scheduling of an Expedited Arbitration, unless mutually agreed by the parties in writing.
33. Selection of the Arbitrator for Expedited Arbitration. The parties will mutually agree on a list of 3 arbitrators to be utilized for expedited arbitration upon ratification of this Collective Bargaining agreement. This list shall remain in effect for the life of the agreement unless either party wishes to recommend a substitution. Any substitution shall be by mutual agreement of the parties and shall only take place once a year on July 1st of that year. As a condition of selection each of the arbitrators must certify that (s)he will be available to hear the Expedited Arbitration in not greater than thirty (30) days from her/his selection.
34. Proceeding. No briefs will be used in Expedited Arbitration. Testimony and evidence will be limited consistent with the expedited format, as deemed appropriate by the arbitrator. There will be no court reporter or transcription of the proceeding, unless either party or the arbitrator requests one. At the conclusion of the Expedited Arbitration, the arbitrator will make a bench decision. Every effort shall be made to have a bench decision followed by a written decision. Expedited arbitration decisions will be non-precedential except in future issues regarding the same employee.
35. Costs. Each party shall bear its own expenses in connection with the presentation of its case. All fees and expenses of the arbitrator shall be borne and shared equally by the parties. The costs of a court reporter and the transcription of the proceeding, if any, shall be paid by the party requesting such, unless requested by the arbitrator, which will then be borne and equally shared by the parties. In the event that an Expedited Arbitration hearing is canceled resulting in a cancellation fee, the party initiating the request or causing the cancellation shall bear the full cost of the cancellation fee, unless the parties agree otherwise.
36. Step 4 / Final and Binding Arbitration (Not Expedited Arbitration). Should there be no satisfactory resolution at Step 3, and Expedited Arbitration is not invoked, the UNION shall have the right to submit the grievance to final and binding arbitration within fourteen (14) days of receipt of the Step 3 response.
37. SELECTION OF AN ARBITRATOR (Non-Expedited arbitration). The parties shall first attempt to mutually agree on the selection of an arbitrator. The parties will first attempt

to mutually agree on an arbitrator within seven (7) days of the invocation of Arbitration. If the parties are unable to agree on a selection within the seven (7) days, either party may request a list of seven (7) appropriately experienced arbitrators from the American Arbitration Association (“AAA”).

38. Except when a statement of facts mutually agreeable to the UNION and SFMTA is submitted to the arbitrator, it shall be the duty of the arbitrator to hear and consider facts submitted by the parties. It shall be the duty of the arbitrator to hold a hearing within thirty (30) days of acceptance of appointment. Should the designated arbitrator be unable to comply with this requirement, the parties will commence contacting other arbitrators, until an arbitrator is selected who will meet such requirement.
39. Authority of the Arbitrator (both regular and expedited). The decision of the arbitrator shall be final and binding on all parties, unless challenged under applicable law. The arbitrator shall have no authority to add to, subtract from or modify the terms of this Agreement.
40. Costs of Arbitration. Each party shall bear its own expenses in connection therewith. All fees and expenses of the arbitrator and court reporter and report, if any, shall be borne and paid in full and shared equally by the parties. In the event that an Arbitration hearing is canceled resulting in a cancellation fee, the party initiating the request or causing the cancellation shall bear the full cost of the cancellation fee, unless the parties agree otherwise.
41. Economic Claims. In no event shall a grievance include a claim for money relief for more than a thirty (30) working day period prior to the initiation of the grievance.
42. The Discipline Process. The SFMTA shall have the right to discipline any non-probationary permanent employee, temporary civil service employee, or provisional employee upon completion of twelve (12) months service, for just cause.
43. As used herein "discipline" shall be defined as written reprimands, written warnings, suspensions, disciplinary demotion and discharge. A change of work assignment, either to or from a particular assignment, may not be made solely for disciplinary purposes. Reassignments made for purposes of improving services or addressing performance problems shall not be considered disciplinary in nature and therefore shall not be in violation of this Article.
44. Employees who are released or disciplined during their initial probationary period or during any probationary period established by this CBA, may appeal the release or discipline provided that the grounds for the grievance or appeal shall be limited to a

claimed violation of Article II.A. In such an appeal the employee shall bear the burden of proof with respect to the claimed violation.

45. No interview of an employee that may result in disciplinary action or at which discipline is to be imposed will be undertaken unless the employee is first advised of his/her right to representation. If requested by the employee, such representation must be secured within the succeeding twenty-four (24) hour period, excluding holidays and weekends. If the employee does not secure representation within such period, the right is waived.
46. No written reprimands, written warnings, suspensions, disciplinary demotions and discharges of non-probationary permanent employees, temporary civil service employees, or provisional employees with twelve (12) months service, may be imposed unless the following procedure is followed:
 47. a. The basis of any proposed discipline shall be communicated in writing to the employee and to the UNION no later than nine (9) working days after management has concluded a reasonable investigation and attained findings on the event or occurrence which is the basis of the discipline, or the offense will be deemed waived.
 48. b. Except in emergency situations, where immediate disciplinary action must be taken because of a violation of law or a CITY or department rule (theft, *etc.*), no disciplinary action can be taken without first providing the employee with the written charges and the materials upon which the charges are based.
 49. c. The employee and her/his representative shall be afforded a reasonable amount of time to respond, either orally at a meeting (“Skelly hearing”), or in writing, to the management official designated by the SFMTA to consider the reply. Should the employee and her/his representative elect to respond orally at a Skelly hearing, the Department will notify the parties at least five (5) days in advance of the meeting, whenever practicable. The employee and her/his representative may present any relevant oral/written testimony and other supporting documentation as part of her/his response. Individuals who may have direct knowledge of the circumstances may be present at the request of either party at the hearing for the purpose of giving relevant testimony. In the case of employees of the SFMTA, they shall be compensated at an appropriate rate of pay for time spent.
 50. d. The employee shall be notified in writing of the decision based upon the information contained in the written notification, the employee's statements, oral/written testimony and other supporting documentation and any further investigation occasioned by the employee's statements. The employee's representative shall receive a copy of this decision.

51. e. Progressive Discipline: For most offenses, management is expected to use a system of progressive discipline under which the employee is given increasingly more severe discipline each time an offense is committed. Management is not bound by progressive discipline in cases of serious offenses where no specific warning or prior disciplinary action need precede separation for cause. A common pattern may include oral warning, written warning, suspension, and finally, separation for cause.

I.H. DUES DEDUCTIONS

52. The SFMTA agrees that it will check off and transmit to Transport Workers UNION Local 250-A Special Fund the amount specified for each hour worked from the wages of those employees who have voluntarily authorized such contributions on the forms provided for that purpose by said fund. These transmittals shall occur monthly and shall be accompanied by a list of the names of these employees for whom such deductions have been made and the amount deducted for each such employee.

I.I. AGENCY SHOP

53. Application. Except as provided otherwise herein, the following provisions shall apply to all employees of the SFMTA in all classifications represented by the UNION in representation Unit SFMTA 01-AA when on paid status.
54. The provisions shall not apply to individual employees of the SFMTA in representation Unit SFMTA 01-AA who have been properly and finally determined to be management, confidential, or supervisory employees pursuant to the SFMTA Employee Relations Operating Resolution (EROR).
55. SFMTA shall give the UNION no less than ten (10) working days notice of any proposed designation. Except when an individual employee has filed a challenge to a management, confidential, or supervisory designation, SFMTA and the UNION shall meet as necessary for the purpose of attempting to make such determinations by mutual agreement. Disputes regarding such designations shall promptly be resolved pursuant to Section 16.208(B) of the EROR.
56. Agency Shop. All current and future employees of the SFMTA as described in Article I.A., except as 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 service fee to the UNION. Such service fee payment shall be 80% of the regular dues of the UNION, provided that such agency shop fee will be used by the UNION only for the purpose of collective bargaining and representing the employees in the unit. The SFMTA may

request verification of such use. Changed service fees will be assessed as of the time changes in the fees are set in accordance with applicable law, including: (1) the provision of sufficient financial information to gauge the propriety of the fees; (2) the provision of a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision maker; and (3) provision for an escrow account of amounts reasonably in dispute during an appeal. A description of the actual fee setting procedure shall be added to this CBA as an addendum when established.

57. Religious Exemptions. Any employee of the SFMTA in a classification described in Article I.I.1 hereof, who is a member of a bona fide religion, body or sect, which has historically held conscientious objections to joining and financially supporting a public employee organization and is recognized by the National Labor Relations Board to hold such objections to the UNION membership, shall, upon presentation of proof of membership and historical objection satisfactory to the SFMTA and the UNION, be relieved of any obligation to pay the required service fee.
58. Payroll Deductions. The UNION shall provide SFMTA and the Controller with a current statement of fees. Said statement of fees shall be amended as necessary. The Controller may take up to thirty (30) days to implement such changes. The Controller shall make service fee deductions, from the regular periodic payroll warrant of each SFMTA employee described in this Article, pursuant to Administrative Code Section 16.90. Employees hired on or after the ratification date shall receive membership and agency fee information at the time of employment. Said employees shall also be notified of their right to make direct payments to the UNION.
59. In the event an employee fails to make payments as required by this Article, the UNION may give written notice of such fact to the SFMTA and the employee. In the event such notice is given, a representative of the UNION, and the affected employee shall, within three (3) work days of such notice (excluding Saturdays, Sundays, and holidays), meet for the purpose of hearing the employee's position regarding non-payment, thoroughly explaining the circumstances to the employee and to work out a solution to any existing problems, satisfactory to the UNION. If the employee has not paid the required dues or fees (including general assessments) or initiation fee and the matter is not resolved to the satisfaction of the UNION, the UNION may request in writing that the employee's employment be terminated. Upon receipt of such request, the SFMTA shall implement termination procedures against said employee in accordance with applicable law and Civil Service Rules. Termination for violation of this Article shall not be subject to any grievance procedure.
60. The Controller will promptly pay over to the appropriate UNION all sums withheld for service fees, less the fee for making such deductions. The Controller shall also provide

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

61. Nothing in this Article shall be deemed to be have altered the SFMTA's current obligation to make insurance program or political action deductions when requested by the employees.
62. Revocation of Agency Shop. The Agency Shop provision covering any bargaining unit or subunit covered by this Article may be rescinded as provided by state law. The SFMTA Department of Human Resources shall consult with the UNION and promulgate rules necessary for the conduct of said rescission elections.
63. Financial Reporting. The UNION shall annually provide SFMTA with a detailed written financial report of its financial transactions in the form of a balance sheet, and an operating statement, certified as correct by a certified public accountant, or as an alternative, a copy of the financial report required pursuant to the Labor-Management Disclosure Act of 1959. Copies of such reports shall be made available to employees subject to the Agency Shop provisions of this Article upon request by such employee at the offices of the UNION.
64. Indemnification. The UNION agrees to indemnify and hold the SFMTA harmless for any loss or damage arising from the operation of this Article.
65. *Hudson* Compliance. The UNION shall comply with the requirements set forth in *Chicago Teachers Union v. Hudson*, 475 U.S. 292 (1986), for the deduction of agency shop fees. Annually, the UNION shall certify in writing to the SFMTA that the UNION has complied with the requirements set forth in this article and in *Hudson*, 475 U.S. 292.

I.J. INFORMATION, BULLETIN BOARDS AND UNION ACCESS

66. Overtime Worked. The UNION may have access to records of overtime worked in each department, division or section.
67. Seniority Lists. A list of SFMTA Seniority and Work Seniority detailing the date of commencement of service for all employees and their ranking in order of work seniority shall be maintained at all times by the Department with a copy provided to the UNION.
68. Upon request, the SFMTA will make available to the UNION Local 250-A a copy of its final and approved budget each fiscal year, as well as copies of any grant proposals.

69. Bulletin Boards. Reasonable space will be allowed on bulletin boards for use by the UNION to communicate with employees. Material shall be posted upon the bulletin board space as designated, and not upon walls, doors, windows or any other place. Posted material shall not be obscene, or of a partisan political nature, nor shall it pertain to public issues which do not involve the SFMTA or its relations with employees. All posted material shall be dated, shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed when no longer timely, but in no event shall be displayed for more than two (2) weeks. A department may withdraw the authority to use bulletin board space if material is posted on other than authorized bulletin boards or if material posted on bulletin boards is not in compliance with this Article.

70. UNION Access. The UNION or its representatives shall have reasonable access to all work locations to verify that the terms and conditions of this CBA are being carried out and for the purpose of conferring with employees, provided that access shall be subject to such reasonable rules and regulations as may be agreed by the Appointing Officer or its designated representative and the UNION. Disputes arising pursuant to said rules and regulations shall be referred to a panel comprised of a representative of the SFMTA Human Resources Director and the UNION.

ARTICLE II - EMPLOYMENT CONDITIONS

II.A. NON DISCRIMINATION

71. The SFMTA and the UNION agree that this Agreement shall be administered in a non-discriminatory manner and that no person covered by this CBA shall in any way be discriminated against because of race, color, creed, religion, sex, gender identity, sexual orientation, 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. The SFMTA shall process complaints of sexual harassment pursuant to Civil Service Rules, the Administrative Code and Federal and State laws.
72. Discrimination as used herein shall mean discrimination or harassment as defined by Title VII of the 1964 Civil Rights Act, as amended, the Civil Rights Act of 1991, the California Fair Employment and Housing Act, the Americans with Disabilities Act, the California and United States Constitutions, the Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1967, the Civil Rights Act of 1866 and any other laws and regulations relating to employment discrimination.
73. A complaint of discrimination may, at the employee's option, be processed through the SFMTA's Equal Employment Opportunity complaint process, or federal or state administrative or judicial processes. If the employee elects to pursue a non-contractual remedy for discrimination, it shall constitute a waiver of the right to pursue that complaint through the grievance and arbitration process provided by the Agreement.
74. Neither the SFMTA nor the UNION shall interfere with, intimidate, restrain, coerce or discriminate against any employee because of the exercise of rights granted pursuant to the Employee Relations Operating Resolution of the San Francisco Municipal Transportation Agency and the Meyers-Milias-Brown Act.
75. The parties acknowledge the obligation of the SFMTA to enforce the rules and regulations set forth in the Family Medical Leave Act and the California Family Rights Act.

II.B. AMERICANS WITH DISABILITIES / REASONABLE ACCOMMODATION

76. Americans with Disabilities Act. The parties agree that the SFMTA is obligated to provide reasonable accommodations for persons with disabilities, in order to comply with the provisions of the Americans with Disabilities Act, the Fair Employment and Housing Act and all other applicable federal, state and local disability anti-discrimination statutes. The parties further agree that this Memorandum shall be interpreted, administered and

applied in a manner consistent with such statutes. The SFMTA reserves the right to take any action necessary to comply therewith.

II.C. ASSIGNMENT OF WORK

77. Sign-Up for Class 9132: The existing practice of conducting a sign up for shifts and days off on a quarterly basis shall continue unless changed by mutual agreement of the parties.
78. In addition, the existing practice of allowing for sign ups for Field Training Officer lead assignments shall continue. This sign up shall occur every six months. This practice will remain in place for the term of this agreement unless changed by mutual agreement of the parties.

II.D. PERSONNEL FILES & OTHER PERSONNEL MATTERS

79. There shall be maintained only one official personnel file for an employee, and the employee shall have access to the file to review the file during normal working hours, upon reasonable request. The personnel files for employees covered by this CBA shall be maintained at the Personnel Office.
80. Personnel Files. No material may be entered into the official personnel file without knowledge of the employee and a copy being given to him/her. An employee will have the option to sign, date and attach a response to material entered in his/her personnel file within thirty- (30) days of his/her having knowledge of the entry. Discipline involving less than a suspension may not be considered for subsequent disciplinary actions after twelve (12) months. Discipline involving a suspension of five- (5) days or less suspension may not be considered for subsequent disciplinary actions after eighteen (18) months. Discipline involving a suspension of greater than five- (5) days may not be considered for subsequent disciplinary actions after thirty-six (36) months. Discipline resulting from a chemical dependency violation may not be considered for subsequent disciplinary actions after sixty- (60) months. Subject to the approval of the Civil Service Commission, the employee may request, in writing, that any disciplinary documents that may no longer be considered, as described above, be removed from his/her personnel file.
81. In addition, this provision shall not apply to employees disciplined for: misappropriating public funds or property, misusing or destroying public property, using illicit drugs at work or being under the influence of illicit drugs or alcohol at work, mistreating other persons, engaging in acts that would constitute a felony or misdemeanor involving moral turpitude, engaging in acts that present an immediate danger to the public health and safety, or engaging in immoral acts

82. Standards of Performance. The UNION recognizes the SFMTA's right to establish and/or revise performance levels, norms, or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees. EMPLOYEE(S) who work at less than acceptable levels of performance may be subject to disciplinary measures. Consistent with the Meyers-Milias-Brown Act, the SFMTA agrees to meet & confer with the UNION to discuss the effect of the establishment and implementation of revised performance levels, norms or standards. However, employee performance evaluations may not be grieved or submitted to arbitration.

II.E. SUBCONTRACTING OF WORK

83. Required Notice of the UNION on Prop J. Contracts. The SFMTA shall deliver to the UNION no later than thirty (30) days prior to issuing any "Invitation for Bid" or "Request for Proposal" a report explaining the proposed change, an explanation of reasons for the change, and the effect on represented classes.
84. Information Meetings. The UNION shall respond within twenty-one (21) days from the date of receipt of the above information with a request to meet. The SFMTA agrees to discuss and attempt to resolve issues relating to:
85. a. possible alternatives to subcontracting;
86. b. questions regarding current and intended levels of service;
87. c. questions regarding the Controller's certification pursuant to SFMTA Charter Section 10.104, subsection 15;
88. d. questions relating to possible excessive overhead in the SFMTA's administrative-supervisory/worker ratio;
89. e. questions relating to the effect on individual worker productivity by providing labor saving devices; and
90. f. questions regarding services supplied by the SFMTA to the Contractor.
91. The SFMTA agrees that it will take all appropriate steps to ensure the presence at said meetings of those officers and employees of the SFMTA who are responsible in some manner for the decision to contract out so that the particular issues may be fully explored by the UNION and the SFMTA.

92. Personal Service Contracts. The Human Resources Director has agreed to direct all departments to notify the UNION of proposed personal services contracts which are presented to the Civil Service Commission for approval, where such services could potentially be performed by represented classifications. Such notification to the UNION shall occur simultaneously upon submission of the request to the SFMTA Department of Human Resources staff.

II.G. JOINT COMMITTEES

93. Joint Labor Management Board. SFMTA and the UNION jointly agree to establish a new Joint Labor Management Board (“JLMB”). Management shall designate representatives and the UNION shall be represented by an equal number of UNION representatives chosen by the UNION. The purpose of the JLMB shall be to provide the parties with a forum for discussion of important matters of mutual concern including: formulation of major management policies that affect the UNION membership, the effects of budgetary reductions on the SFMTA system, major restructurings of SFMTA, employee training and education, establishment of new civil service classifications, and health and safety issues. The JLMB shall jointly plan and recommend programs and/or solutions to problems in these areas. The JLMB shall meet once a month on a pre-determined day and time or on the call of either party should the need arise. Matters presented to the JLMB may not be grieved or submitted to arbitration.
94. Disciplinary grievances and matters involving the claims of individual employees should not be presented to the JLMB. However, the consideration of an issue by the JLMB shall not preclude an employee from pursuing a grievance relating to such issue regarding any action by SFMTA that otherwise constitutes a violation of the provisions of this CBA.
95. Within sixty (60) days of ratification of the CBA the parties will meet to agree upon meeting dates, times and participants.
96. Employee Suggestion Program. The SFMTA and UNION agree to publicize the Employee Suggestion Program and to encourage represented employees to submit cost saving suggestions for consideration and possible awards.

Joint Study Committee on Workers Compensation

97. SFMTA and the Union shall establish a committee to review the SFMTA's procedures for handling and resolving workers' compensation claims and make recommendations for their improvement. This committee shall begin meeting upon the request of either party. If the parties mutually agree, this MOU may be reopened during its term for the sole purpose of negotiating over any changes to the workers' compensation system

recommended by the committee. Issues negotiated during any such reopener shall not be subject to interest arbitration.

II.H. SENIORITY

98. Seniority in Classification 9132 Transit Fare Inspector. The parties hereto agree that the principles of seniority shall be observed and given consideration in the assignment of shifts, days off and overtime.
99. Work seniority for all employees covered by this CBA shall be defined as the length of continuous service determined from the day of employment as a 9132 Transit Fare Inspector. In the event that two or more employees' seniority begins on the same date, said employees' places shall be determined by the order of said employees on the civil service eligible list from which they were appointed.
100. Work seniority for provisional employees shall be defined as the length of continuous service determined from the day of employment in class 9132 with the Department. In the event that two or more employees' seniority begins on the same date, said employees' places shall be determined by the order of said employee's application date for employment in class 9132.
101. Separate work seniority lists shall be maintained for (a) permanent employees; (b) provisional employees.
102. CITY Seniority shall be defined as the length of continuous service determined from the day the employee begins work with the CITY and shall prevail in determining vacations.

II.I. PROBATIONARY PERIOD

103. The probationary period, as defined and administered by the Civil Service Commission, shall be two thousand and eighty (2,080) hours.
104. The probationary period for a promotive appointment shall be one thousand and forty (1,040) hours.
105. The probationary period for any other appointment type (e.g. displacement [“bumping”], transfers) shall be five hundred twenty (520) hours.
106. A probationary period may be extended by mutual agreement, in writing, between the Union and SFMTA.

II.J. ANTI-NEPOTISM (SFMTA)

107. No employee of the San Francisco Municipal Transportation Agency shall knowingly sign up 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, 2001 or if changes occur that cause an employee to be in such a position during the term of this Agreement (including but not limited to organizational restructuring, changes in familial relationships, or changes in reporting relationships caused by operation of the Civil Service rules), the following shall occur: the first represented employee of the two affected employees who has an opportunity to sign up, bid for, or be assigned to a different assignment for which he or she possesses the appropriate qualifications shall be required to do so. This provision is not intended to affect the rights of any employee under the Civil Service rules.

II.K. FILLING OF BUDGETED POSITIONS:

108. At the Unions request, the SFMTA agrees to meet with the Union to discuss the SFMTA's decision to hold bargaining unit positions vacant due to operational necessity or budgetary constraints.

ARTICLE III - PAY, HOURS AND BENEFITS

III.A. WAGES

109. Base Hourly Wage Rate for Fare Inspectors
Effective July 1, 2011 and continuing until June 30, 2012, SFMTA shall pay Fare Inspectors at the 2010-2011 hourly rate of pay.
110. Second Fiscal Year 2012-2013: Base Hourly Rate Of Pay
Effective July 1, 2012, and continuing until June 30, 2013, the base hourly rate of pay for Fare Inspectors shall remain the same as the FY 2011-2012 base rate of pay.
111. Third Fiscal Year 2013-2014: Base Hourly Rate Of Pay
Effective July 1, 2013, and continuing until June 30, 2014, the base hourly rate of pay for Fare Inspectors shall remain the same as the FY 2012-2013 base rate of pay.

III.B. ADJUSTMENTS TO PAY

112. Overtime & Holiday Pay. The SFMTA agrees to take necessary action in the annual budget process and through the supplemental appropriation process, if necessary, to assure that the departmental overtime accounts will have sufficient funds to pay overtime and holiday pay to those assigned to work such overtime and holidays throughout the fiscal year.
113. The Controller agrees to process and distribute all holiday and overtime paychecks with the regular pay warrants for the period in which the overtime was earned.
114. Recovery of Overpayment. Should recovery of overpayment of salary or wages be necessary, the Controller's Payroll/Personnel Services Division, or its designee ("PPSD"), will make every attempt to minimize the hardship for the employee.
115. The schedule of recovery of any overpayment shall be made by the mutual agreement between the SFMTA and the employee. In the absence of a mutual agreement, the SFMTA may recover no more than 20% of the total amount in any one biweekly paycheck.
116. Correcting Problems. In correcting all employee underpayment or nonpayment problems, the following guidelines will be used to correct the most significant problems first:
117. No Check on Payday for the Pay Period. Highest priority, full check to be issued as quickly as possible, within four (4) hours if PPSD or departmental payroll division is

notified before noon on payday or before noon on any subsequent day. If PPSD or departmental payroll division is notified after noon but before 4:00 p.m., the check will be issued no later than noon of the following day.

118. Check on Payday is 10% or More Short of Total Due for Pay Period. Second priority, correcting payment to be issued as quickly as possible with the goal of three (3) working days of report to payroll.
119. Check on Payday is Less Than 10% Short of Total Due for Pay Period. Third priority, correcting payment to be issued as quickly as possible, with a goal of within ten (10) working days of report to payroll.
120. Additional Payroll Procedures. Upon the request of the UNION, the Director of the PPSD agrees to meet with the UNION to discuss matters related to the SFMTA's payroll procedures, including but not limited to, the creation of a fund for reimbursement of short checks, issuance of overtime, holiday, vacation, or final paychecks. Departmental representatives will be invited to participate if the Director of PPSD deems it appropriate.

III.C. WORK SCHEDULES

121. Normal Work Schedule. Employees shall work eight (8) hours within eight and one-half (8½) hours, with a one-half (½) hour unpaid lunch break. At the end of a shift and within the eight (8) hour work period an employee shall receive a ten (10) minute period for dress change.
122. Part-Time Work Schedules. A part-time work schedule is a tour of duty less than forty hours per week. Compensation for part-time services shall be calculated upon the compensation for the normal work schedules proportionate to the hours actually worked.

III.D. ADDITIONAL COMPENSATION

123. The SFMTA and UNION agree that the following rates of premium pay shall apply to those positions agreed by the parties to be eligible for premium pay. All premium pay shall be for hours actually worked. Premiums shall be calculated against the employee's base rate of pay and shall not be pyramided.
124. For example, Employee X earning a base rate of pay of ten dollars (\$10/hr.) per hour receives both Premium A (an additional \$0.65 per hour) and Premium B (5% increase to base pay). Employee X may NOT add Premium A to her base wage BEFORE calculating Premium B, therefore pyramiding the latter premium. All premiums are separately and independently calculated against the base wage. Therefore the correct pay

for Premium A is \$0.65 per hour actually worked; Premium B is \$0.50 per hour actually worked.

1. LEAD PERSON PAY

125. Employees designated by their supervisor as lead person shall be entitled to Five and One-half (5½ %) Percent of their base hourly rate premium pay when required to take the lead on any job when at least two other persons are assigned.
126. An employee may also receive Lead Person pay for any special jobs specifically designated by the Department as receiving Lead Person pay.

2. ACTING ASSIGNMENT PAY

127. Employees temporarily assigned by the Appointing Officer or its designee to perform a substantial portion of the duties and responsibilities of a higher classification shall receive compensation at a higher salary if all of the following conditions are met:
128. a. The assignment shall be in writing.
129. b. The position to which the employee is assigned must be a budgeted position.
130. c. The employee is assigned to perform the duties of a higher classification for longer than eleven (11) consecutive working days, retroactive to the first (1st) day of the assignment.
131. d. Upon written approval by the Appointing Officer or its designee, an employee shall be paid at a step of the established salary grade of the higher class which is at least five percent (5%) above the employee's base salary but which does not exceed the maximum step of the salary grade of the class to which temporarily assigned. Premiums based on percent of salary shall be paid at a rate which includes out of class pay.
132. e. Requests for classification or reclassification review shall not be governed by this provision.
133. In selecting employees for acting assignments under this provision, SFMTA shall take into consideration the employees' work record, attendance, discipline, communication skills, and seniority.

134. Where the above requirements are satisfied but an employee does not receive a premium, the employee must file a grievance within thirty (30) days of written notice of the assignment.

3. SHIFT DIFFERENTIAL

135. Employees in classification 9132 Transit Fare Inspector 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.) 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 (12:00a.m.). Work hours differential for class 9132 shall be applied to all paid hours.
136. Employees in classification 9132 Transit Fare Inspector 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 (12:00a.m.) and 7:00a.m. Work hours differential for class 9132 shall be applied to all paid hours.

4. COMPENSATORY TIME - CLASS A & B LICENSES

137. Employees in class 9132, Transit Fare Inspectors, shall be granted compensatory time off for time spent outside their regularly scheduled assigned work schedule in obtaining a Class C California Driver's License when such a license is a condition of employment or it is required by the Appointing Officer. This provision shall not apply to time spent in preparing for tests but shall include all time spent in taking tests, medical examinations and keeping required appointments. All expenses associated with obtaining and renewal of such license shall be at the expense of the employee.

5. BILINGUAL PAY

138. Employees in classification 9132, Transit Fare Inspectors, who translate or interpret as part of their work shall have their positions designated a "bilingual". A "designated bilingual position" is a position designated by the department which requires translating

to and from a foreign language including sign language for the hearing impaired and Braille for the visually impaired.

139. An employee who provides more than forty (40) hours per pay period of non-English services, including Braille and sign language as part of his or her regular job assignment, shall receive a bilingual premium of sixty dollar (\$60.00) per pay period.
140. An employee who routinely and consistently provides, but less than forty (40) hours per pay period, non-English services, including Braille and sign language, as part of his or her regular job assignment, shall receive a bilingual premium of forty dollars (\$40.00) per pay period.

III.E. OVERTIME COMPENSATION & COMP. TIME

141. For all hours of work performed in excess of forty (40) hours in each established work week or eight (8) hours in a work day, SFMTA shall pay 9132 Fare Inspectors at the rate of time and one-half. Overtime pay for work on a regular day off (RDO) is subject to the provisions of the following paragraph.
142. Employees may be required to work hours in excess of their regularly scheduled work day and regular work week. Time worked in excess of eight hours per day or 40 hours per week shall be designated as overtime and shall be compensated at one-and-one-half times the base hourly rate which may include a night differential if applicable. To be paid at the overtime rate of pay, 9132 Fare Inspectors must perform work in excess of forty (40) hours in each established work week or eight (8) hours in a work day. For the purpose of calculating the hours worked in each established work week, SFMTA shall include jury duty, military leave, and statutory holidays in the calculation of the number of hours worked. Vacation hours, sick leave, compensatory time and any other paid or unpaid leaves not listed in this paragraph shall not be counted as hours worked for purposes of overtime on an RDO. If a Fare Inspector working on her/his RDO does not qualify for overtime pay, the operator shall be paid at straight pay.
143. Employees working in a flex-time program shall be entitled to overtime compensation as provided herein when required to work more than eighty hours per payroll period. Overtime shall be calculated and paid on the basis of the total number of straight-time hours actually worked in a day and week except that statutory holidays shall be considered time worked.
144. Employees covered by the FLSA who are required to work overtime shall be paid at a rate of one and one-half times the regular base rate, unless in accordance with the other provisions of this CBA overtime work is compensated by accrual of compensatory time off.

145. The 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.
146. 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.
147. 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.
148. SFMTA shall maintain an overtime wheel. Initial placement on the wheel shall be by seniority.
149. Scheduled overtime shall be posted at the division, with a copy provided to the Union, at least two days in advance of the actual workday. Employees shall sign up to work overtime on the posted notice not less than 2 days prior to the day on which the employee is requesting to work, EXCEPT Sunday and Monday work must be signed by 12:00 noon on the preceding Friday.
150. An employee who has signed up for an overtime assignment must call the supervisor at the earliest available time, and no later than one hour before being scheduled to work, if she/he becomes unavailable to work overtime.
151. The overtime wheel will be used to assign all scheduled overtime. The person highest on the list who has signed up for an overtime assignment which falls on their regular day off will receive first preference, then each person who has signed up for an overtime assignment in order on the wheel. If a Fare Inspector refuses his or her turn on the wheel, they will be charged as if they had worked and will go to the bottom of the list.
152. 9132 Fare Inspectors with documented poor attendance or unsatisfactory work performance shall be removed from the overtime wheel until such time as their

attendance/work performance is documented as improved. Requests to be placed back on the rotation schedule shall not be denied in an arbitrary or capricious manner. For purposes of this section, documented means the employee has been sent a written notice describing poor attendance or unsatisfactory work performance by management.

153. An employee will be charged with a “no-show” for the first failure to report for scheduled overtime. Any repeat “no-shows” within a 30-day period will bar that employee from the Overtime Availability List for 30 days. “No-shows” may be excused by the general superintendent upon presentation of sufficient evidence of an inability to report to work.
154. Regular Day Off List. EMPLOYEE(S) desiring to work on their regular day off must indicate their availability by signing up on an RDO list. An employee called in to work on a regular day off shall be provided with not less than 8 hours of work on that day. If an employee is passed over incorrectly in the RDO rotation pursuant to procedures established by the Department, he/she will be moved to the top of the list established for their next RDO.
155. Overtime due to unanticipated needs. Overtime assignments due to operational needs that arise within forty-eight (48) hours of the overtime to be worked shall be made at the discretion of management.
156. The Union shall have access to all overtime records.

III.F. HOLIDAYS AND HOLIDAY PAY

157. Except as otherwise provided herein, and except when normal operations require, or in an emergency, employees shall not be required to work on the following days hereby declared to be holidays for such employees:
158. January 1, 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, first Monday in September (Labor Day), the second Monday in October (Columbus Day), November 11 (Veterans' Day), Thanksgiving Day, the Day After Thanksgiving, December 25, 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.
159. For those employees whose normal work week is Monday through Friday, in the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of

public offices under his/her jurisdiction on such preceding Friday so that said public offices may serve the public. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by the Appointing officer in the current Fiscal Year.

160. Holidays Compensation for Time Worked. Employees required by their respective appointing officers to work on any of the above specified or substitute 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 provided, however, that 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.
161. Holidays for Employees on Work Schedules Other than Monday Through Friday. Employees assigned to seven (7) day operation departments or employees working on a five (5)-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.
162. If the provisions of this Article 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 Article result in such employee receiving more or fewer holidays than an employee on a Monday through Friday work schedule.
163. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.
164. Floating Holidays & Paid Furlough Days. In addition to the holidays listed above, the employees covered under this CBA will receive two floating holidays. The two floating holidays may be taken on days selected by the employee subject to prior scheduling approval of initial eligibility for the two floating holidays. Employees hired on an as-needed, part-time, intermittent or seasonal basis shall not receive the two floating

holidays. The two floating holidays may not be carried forward from one fiscal year to the next. No compensation of any kind shall be earned or granted for the two floating holidays. The two floating holidays shall not be considered holidays for purposes of calculating holiday compensation for time worked.

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

Part Time Holidays

166. 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.

III.G. JURY DUTY

167. An employee working the Graveyard Hours who is required to serve on a jury or report to Court for jury duty on her/his regular day off immediately following her/his shift, shall be considered to have Saturday as an assigned day off if the regular day off lost was Monday or Tuesday, and shall be considered to have Sunday as an assigned day off if the regular day off lost was Wednesday, Thursday or Friday.

III.H. SALARY STEP PLAN AND SALARY ADJUSTMENTS

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

1. Promotive Appointment in a Higher Class.

169. An EMPLOYEE who has completed a probationary period or six months of continuous service, whichever is less, and who is appointed to a position in a higher classification deemed to be promotive shall have his/her salary adjusted to that step in the promotive class as follows:
170. The EMPLOYEE shall receive a salary step in the promotive class which is closest to an adjustment of 7.5% above the salary received in the class from which promoted. The proper step shall be determined by the bi-weekly compensation grade and shall not be above the maximum of the salary range of the promotive class.

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

2. Non-Promotive Appointment.

172. An EMPLOYEE or officer who is a permanent appointee following completion of the probationary period or six months of continuous service, and who accepts a non-promotive appointment in a classification having the same salary grade, or a lower salary grade, the appointee shall enter the new position at that salary step which is the same as that received in the prior appointment, or if the salary steps do not match, then the salary step which is immediately in excess of that received in the prior appointment, provided that such salary shall not exceed the maximum of the salary grade. Further increments shall be based upon the seniority increment anniversary date in the prior appointment.

3. Appointment Above Entrance Rate.

173. Subject to the Controller's certification of available funds and procedures to be established by 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:

A former permanent CITY EMPLOYEE, following resignation with service satisfactory, is being reappointed to a permanent position in his/her former classification; or

174. Loss of compensation would result if appointee accepts position at the normal step;
or
175. A severe, easily demonstrated and documented recruiting and retention problem exists, or
176. The appointee possesses special experience, qualifications and/or skills which, in the Appointing Officer's opinion, warrants appointment above the entrance rate.

4. Reappointment Within Six Months.

177. A permanent EMPLOYEE who resigns and is subsequently reappointed to a position in the same classification within six (6) months of the effective date of resignation shall be reappointed to the same salary step that the EMPLOYEE received at the time of resignation.

5. Compensation Adjustments.

178. Prior Fiscal Year. When an EMPLOYEE promoted to a higher class during a prior fiscal year receives a lesser salary than if promoted in the same class and from the same grade step during the current fiscal year his/her salary shall be adjusted on July 1, to the rate he/she would have received had he/she been promoted in the current fiscal year.
179. The 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.
180. Salary Increase in Next Lower Rank. When a classification that was formerly a next lower rank in a regular civil service promotional examination receives a salary grade higher than the salary grade of the classification to which it was formerly promotive, the 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 the 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.
181. The special rate of pay herein provided shall be discontinued if the EMPLOYEE fails to file and compete in any promotional examination for which he/she is otherwise qualified, and which has a compensation grade higher than the protected salary of the EMPLOYEE.
182. Flat Rate Converted to Salary Range. An EMPLOYEE serving in a class in the prior fiscal year at a flat rate which is changed to a compensation grade number during the current fiscal year, shall be paid on the effective date of such change the step in the current salary grade closest to, but not below, the prior flat rate and shall retain the original anniversary date for future increments, when applicable.

6. Compensation Upon Transfer Or Re-Employment.

183. Transfer. An EMPLOYEE transferred in accordance with Civil Service Commission rules from one Department to another, but in the same classification, shall transfer at his/her current salary, and if he/she is not at the maximum salary for the class, further increments

shall be allowed following the completion of the required service based upon the seniority increment anniversary date in the former Department.

184. Reemployment in Same Class Following Layoff. An EMPLOYEE who has acquired permanent status in a position and who is laid off because of lack of work or funds and is re-employed in the same class after such layoff shall be paid the salary step attained prior to layoff.
185. Reemployment in an Intermediate Class. An EMPLOYEE who has completed the probationary period in a promotive appointment that is two or more steps higher in an occupational series than the permanent position from which promoted and who is subsequently laid off and returned to a position in an intermediate ranking classification shall receive a salary based upon actual permanent service in the higher classification, unless such salary is less than the EMPLOYEE would have been entitled to if promoted directly to the intermediate classification. Further increments shall be based upon the increment anniversary date that would have applied in the higher classification.
186. Reemployment in a Formerly Held Class. An EMPLOYEE who has completed the probationary period in an entrance appointment who is laid off and is returned to a classification formerly held on a permanent basis shall receive a salary based upon the original appointment date in the classification to which the EMPLOYEE is returned. An EMPLOYEE who is returned to a classification not formerly held on a permanent basis shall receive a salary in accordance with this agreement.

III.I. METHODS OF CALCULATION

187. Bi-Weekly. An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for his/her 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.
188. Per Diem or Hourly. 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.J. SENIORITY INCREMENTS

189. Entry At The First Step. Full-time employees shall advance to the second step upon completion of six months service and to each successive step upon completion of the one year required service.

190. Entry At Other Than The First Step. Employees who enter a classification at a rate of pay at other than the first step shall advance one step upon completion of the one year required service. Further increments shall accrue following completion of the required service at this step and at each successive step.
191. Date Increment Due. Increments shall accrue and become due and payable on the next day following completion of required service as an employee in the class, unless otherwise provided herein.
192. Exceptions. An employee shall not receive a salary adjustment based upon service as herein provided if he/she has been absent by reason of suspension or on any type of leave without pay (excluding a military, educational, or industrial accident leave) for more than one-sixth of the required service in the anniversary year, provided that such employee shall receive a salary increment when the aggregate time worked since his/her previous increment equals or exceeds the service required for the increment, and such increment date shall be his/her new anniversary date; provided that time spent on approved military leave or in an appointive or promotive position shall be counted as actual service when calculating salary increment due dates.
193. When records of service required for advancement in the step increments within a compensation grade are established and maintained by electronic data processing, then the following shall apply: An employee shall be compensated at the beginning step of the compensation grade plan, unless otherwise specifically provided for in this CBA. Employees shall receive salary adjustments through the steps of the compensation grade plan by completion of actual paid service in total scheduled hours equivalent to one year or six months, whichever is applicable.
194. Paid service for this purpose is herein defined as exclusive of any type of overtime but shall include military or educational leave without pay.
195. 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.K. SICK LEAVE WITH PAY

196. SFMTA shall grant, accumulate, administer, and enforce sick leave in accordance with Rule 420, Articles II and III of the Civil Service Rules. These rules shall not be subject to review in arbitration, except to the extent that they are used as a basis for discipline.

197. The SFMTA may require that any employee in this bargaining unit submit to an examination by a physician designated by the Department to determine the employee's fitness to perform his/her duties.
198. On returning from sick leave after an absence of more than five (5) working days, an employee must have a statement from his/her doctor stating the diagnosis, the treatment given, and that the employee is capable of performing his/her regular duties.
199. If an employee will not be at work on his/her regularly scheduled day, he/she must notify his/her supervisor not later than fifteen (15) minutes before the start of his/her shift. If her/his supervisor is not available, then the employee should call the contact person designated by the supervisor within the unit. Only in the event that the employee is unable to reach the supervisor and the unit contact person should (s)he call the Department's designated secondary contact. All time actually worked by each employee shall be maintained on the Time Report.
200. In the case of an employee diagnosed as suffering from mental or emotional stress, elevated blood pressure, eye or heart trouble, or any comparable condition that might affect his/her ability to perform their duties, the Department may require the employee to report to the Employee Health Unit of the San Francisco General Hospital or other medical facility or physician designated by the Department for clearance before returning to work.
201. In the event of a disagreement between the doctor designated by the Department and the employee's doctor concerning the fitness of the employee to return to work, the Department's doctor and the employee's doctor shall mutually choose a specialist doctor and shall refer the employee to said specialist, whose bill shall be paid by Department. The opinion of the specialist doctor concerning the fitness of the employee to return to work shall resolve the disagreement.

III.L. WORKER'S COMPENSATION

202. An employee who is absent because of an occupational disability and who is receiving Temporary Disability, Vocational Rehabilitation Maintenance Allowance, State Disability Insurance, may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's accumulated unused sick leave with pay credit balance at the time of disability, compensatory time off, or vacation, so as to equal the normal salary the employee would have earned for the regular work schedule. Use of compensatory time requires the employee's appointing officer's approval.
203. An employee who wishes not to supplement, or who wishes to supplement with compensatory time or vacation, must submit a written request to the appointing officer or designee within seven (7) calendar days following the first date of absence. Disability indemnity payments will be automatically supplemented with sick pay credits (if the employee has sick pay credits and is eligible to use them) to provide up to the employee's normal salary unless the employee makes an alternative election as provided in this Article.
204. Employee supplementation of workers compensation payment to equal the full salary the employee would have earned for the regular work schedule in effect at the commencement of the workers compensation leave shall be drawn only from an employee's paid leave credits including vacation, sick leave balance, or other paid leave as available. An employee returning from disability leave will accrue sick leave at the regular rate and not an accelerated rate.
205. Salary may be paid on regular time-rolls and charged against the employee's sick leave with pay, vacation, or compensatory time credit balance during any period prior to the determination of eligibility for disability indemnity payment without requiring a signed option by the employee.
206. Sick leave with pay, vacation, or compensatory time credits shall be used to supplement disability indemnity pay at the minimum rate of one (1) hour units.
207. The parties agree, therefore, that this provision clarifies and supersedes any conflicting provision of the Civil Service Commission Rules bargainable and arbitrable under Charter section A8.409.

Return to Work.

208. The SFMTA reserves the right to take any action necessary to comply with its obligations under the Americans with Disabilities Act, the Fair Employment and Housing Act and all

other applicable federal, state and local disability anti-discrimination statutes. Requests for accommodation under the ADA or FEHA shall be governed under separate-SFMTA procedures established under those laws.

209. The SFMTA will make a good faith effort to return employees who have sustained an occupational injury or illness to temporary modified duty within the employee's medical restriction. Duties of the modified assignment may differ from the employee's regular job duties and/or from job duties regularly assigned to employees in the injured employee's class. Where appropriate modified duty is not available within the employee's classification, on the employee's regular shift, and in the employees' department, the employee may be temporarily assigned pursuant to this Article to work in another classification, on a different shift, and/or in another department, subject to the approval of the appointing officer or designee. The decision to provide modified duty and/or the impact of such decisions shall not be subject to grievance or arbitration. Modified duty assignments may not exceed three (3) months. An employee assigned to a modified duty assignment shall receive their regular base rate of pay and shall not be eligible for any other additional compensation (premiums) and or out of class assignment pay as may be provided under this agreement.

Return To Work Medical Release Requirement

210. Where an employee has claimed a work-related injury, and where that employee has been determined to be a "Qualified Injured Worker" (unable to return to his or her usual and customary occupation) due to work related injury, the employee may not return to work without a medical report that fully describes and explains the employee's improvement, clearly states the employee's current work restrictions and clearly releases the employee to return to work. The SFMTA shall not be liable for pay or wages until the employee presents to the SFMTA such a report. Prescription pad or check-box medical releases shall not be sufficient to return an employee to work that has been declared to be a Qualified Injured Worker.

III.M. STATE DISABILITY INSURANCE (SDI)

211. All employees in the bargaining unit(s) covered by this Agreement shall be enrolled in the State Disability Insurance (SDI) Program. The cost of SDI will be paid by the employee through payroll deduction at a rate established by the State of California Employment Development Department.

III.N. LONG TERM DISABILITY INSURANCE

212. The SFMTA, at its own cost, shall provide to employees a Long Term Disability (LTD) benefit that provides, after a one hundred and eighty (180) day elimination period, sixty percent salary (60%) (subject to integration) up to age sixty-five (65). Employees who

are receiving or who are eligible to receive LTD shall be eligible to participate in the SFMTA's Catastrophic Illness Program only to the extent allowed for in the ordinance governing such program.

III.O. VACATION

213. Vacations will be administered pursuant to the Administrative Code, Article 11, Sections 16.10 through 16.16 (dated 12/94).

III.P. HEALTH AND WELFARE

214. For Informational Purposes only: Fare Inspectors are entitled to receive such fringe benefits as are granted to miscellaneous employees in the City in accordance with applicable provisions of the Charter, ordinances or CSC Rules, except as may be additionally provided in this Agreement.
215. **EMPLOYEE HEALTH CARE.** For "medically single" Fare Inspectors, i.e., benefited employees not receiving the contribution paid by the SFMTA for dependent health care coverage, SFMTA shall contribute all of the premium for the employee's own health care benefit coverage.
216. **DEPENDENT HEALTH CARE PICK-UP.** For dependent health care coverage ion 2011-2012 SFMTA shall contribute up to a maximum of \$692.02 per covered Fare Inspector per month. For dependent health care coverage in 2012-2013, SFMTA shall contribute up to a maximum of \$719.70 per covered Fare Inspector per month. For dependent health care coverage in 2013-2014, SFMTA shall contribute up to a maximum of \$748.49 per covered Fare Inspector per month.
217. **DENTAL COVERAGE.** For permanent full-time Fare Inspectors, the SFMTA shall pick up the full cost of the current citywide dental plan for employees and dependents, and will pay directly to the provider, but Fare Inspectors who enroll in the Delta Dental PPO Plan shall pay the following premiums for respective coverage levels:
218. \$5 per month for Fare Inspectors enrolled in employee only plan;
219. \$10 per month for Fare Inspectors enrolled in employee + 1 dependent plan;
or
220. \$15 per month for Fare Inspectors enrolled in employee +2 dependent plan.

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

III.Q. RETIREMENT PICK-UP

222. For permanent full-time Fare Inspectors employed by the SFMTA before July 1, 2011, the SFMTA shall pick up the employee share of contributions to the San Francisco Employee Retirement System (SFERS), up to a maximum of seven and one half percent (7.5%) of pension covered gross salary for new plan SFERS members and eight percent (8%) of pension covered gross salary for old plan SFERS members.
223. For Fare Inspectors who commence employment with SFMTA on or after July 1, 2011, the SFMTA shall pick up the employee share of contributions to SFERS up to a maximum of two and one-half percent (2.5%) of pension covered gross salary.
224. The parties reaffirm that all employees covered by the CBA shall be in a full retirement contribution status. The parties recognize that the implementation of full contribution rather than reduced contribution is irrevocable.
225. The aforesaid contribution shall not be considered as a 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. The SFMTA reserves the right to take said contributions into account for the purpose of salary comparisons with other employers.
226. If it is determined through the voter process or through SFMTA action as a result of negotiations with any other Miscellaneous bargaining unit (as described by Charter section A8.409) to improve retirement benefits for other Miscellaneous employees, such improvements shall be extended to employees covered by this Agreement. The effective date for such improvements to the UNION's retirement benefits shall be the date such improvement are ratified in the other Miscellaneous employees' collective bargaining agreement.

Retirement Seminar Release Time

227. 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. All such seminars must be located within the Bay Area.
228. 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.
229. This section shall not be subject to the grievance procedure.

230. **III.R. TUITION REIMBURSEMENT**

The SFMTA agrees to One Thousand Two Hundred Fifty dollars (\$1,250.00) per each year of this agreement to the Tuition Reimbursement Program for the exclusive use of classifications represented hereunder. Employees in said classifications may not receive more than Two Hundred Fifty dollars (\$250.00) per fiscal year from this special allocation. If any portion of said allocation remains unexpended on June 30th of any fiscal year, it shall be carried over to the next fiscal year. The Union shall be sent a quarterly report of the persons who have applied for tuition reimbursements, purpose of reimbursement, and monies allocated.

231. Eligibility. Any regularly scheduled Employee within the SFMTA service who has served a minimum of one (1) year of continuous service in any class immediately prior to receipt of application may apply for tuition reimbursement. Such reimbursement shall be for training courses pertaining to the duties of a higher classification or for the purpose of improving performance in the present classification when an accredited educational institution offers such courses.
232. Expenses. The SFMTA will reimburse each eligible Employee up to \$250.00 per fiscal year for tuition, books, supplies, and other fees for such course if attendance 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.
233. Pre-Approval. Application for reimbursement shall be prepared on a form provided by the SFMTA Department of Human Resources. Courses require pre-approval by the SFMTA Department of Human Resources and the Appointing Officer (or designee), neither of which shall be unreasonably denied. Such application for tuition reimbursement shall be made prior to the date of enrollment in the course and, if approved by the SFMTA Department of Human Resources and the Appointing officer (or designee), reimbursement shall be subject to successful completion of the course. No reimbursement shall be made if the Employee is eligible to receive reimbursement for said tuition under a federal or State Veterans benefit program from other public funds.
234. Repayment. If an employee resigns from the SFMTA within two (2) years following completion of the courses for which tuition reimbursement was used to fund, the amount of tuition reimbursement shall be repaid by the Employee to the SFMTA by cash payment or out of the Employee's last pay warrant or, if applicable retirement earnings.

III.S. VOLUNTEER PARENTAL RELEASE TIME

235. Represented employees shall be granted paid release time to attend parent teacher conferences of four (4) hours per fiscal year (for children in kindergarten or grades 1 to 12).
236. 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.T. FITNESS FACILITY FEES

237. The SFMTA agrees to set aside an amount up to One Thousand dollars (\$1,000) for each year of this agreement for the purpose of paying membership fees at a fitness facility for those employees covered by this CBA.

III.U. LIFE INSURANCE

238. A life insurance policy of \$14,000 with a permanent total disability benefit provision, subject to the conditions and provisions of said policy, shall be provided for all employees with 5 years or more of service, the full premium cost of which shall be paid for by the SFMTA. For employees with 1 year or more, but with less than 5 years of service a similar policy of \$6,000 will be provided. Coverage shall be suspended for an employee who has been off the payroll and been absent from service for a continuous period of twelve months.

ARTICLE IV - WORKING CONDITIONS

IV.A. SAFETY EQUIPMENT

239. 1. The Department shall designate rules and regulations governing field safety measures. If mace is provided, the provision of mace, training for use of mace and the conditions under which the use of mace may be allowed are recognized to be within the sole discretion of the Department and shall be subject to departmental rules and regulations. The use and provision of mace shall not be subject to grievance or arbitration.
240. 2. Safety and security will be given priority as a topic for JLMB discussions.

IV.B. UNIFORMS & EQUIPMENT

241. Employees in class 9132 are required to wear the prescribed SFMTA uniform on duty and shall not wear the uniform at any other time except on their way immediately to and from assigned SFMTA work.
242. Employees will be responsible for maintaining the uniform in a clean and presentable condition and for maintaining a neat appearance while on duty.
243. All items of uniform, uniform insignia, and equipment supplied to an employee by the SFMTA will be returned to the SFMTA, as required by management, when the employee leaves SFMTA service. Equipment not so returned will be paid for at cost. SFMTA may direct that the employee's final paycheck be held until such equipment has been properly returned.
244. Uniforms shall be furnished to the employees. The items of uniform apparel to be furnished shall consist of; two short sleeve shirts, two long sleeve shirts, one windbreaker jacket, one traffic reflective vest, four pairs of trousers, one tie, one tie bar, two name tags (brass), one badge, one dress belt, one duty belt, four keepers, one baseball style cap with inscription, one foul weather jacket and one pair of rain pants.
245. Uniforms are to be replaced when they become unserviceable. The unserviceable item must be submitted in order to receive a replacement.

Damaged or Stolen Property

246. Reimbursement of employee's property: Reimbursement for property damaged, destroyed or stolen in the line of duty is administered through the provisions of Administrative Code sections 10.25-1 through 10.25-9. An employee who qualifies for reimbursement of such damaged, destroyed or stolen property shall submit a claim to

her/his department head with all available documentation not later than thirty (30) calendar days after the date of each alleged occurrence. An employee shall be entitled to the appropriate reimbursement no later than one hundred-twenty (120) days following the submission of such claims. Reimbursement may be delayed if the employee does not submit the appropriate documentation.

247. Damaged or stolen SFMTA property: Employees are responsible for safeguarding SFMTA property entrusted to them for use in the performance of their duties and will be responsible for paying the SFMTA for the value of the property at the time of its loss, damage or theft due to the employee's negligence or failure to take prudent measures to safeguard the items.

IV.C. LUNCH/BREAK ROOM

248. SFMTA shall provide a lunch/break room for the use of employees at an appropriate SFMTA facility.

ARTICLE V – SCOPE

V.A. SAVINGS CLAUSE

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

V.B. ZIPPER CLAUSE

250. 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.
251. Past Practice. The parties agree that all past practices and other understandings between the parties not expressly memorialized and incorporated into this Agreement shall no longer be enforceable.
252. Civil Service Commission Rules / Administrative Code. Nothing in this Agreement shall alter the Civil Service Rules excluded from arbitration pursuant to Charter Section A8.409-3. In addition, such excluded Civil Service Rules may be amended during the term of this Agreement and such changes shall not be subject to any grievance and arbitration procedure but shall be subject to meet & confer negotiations, subject to applicable law. The parties agree that, unless specifically addressed herein, those terms and conditions of employment that are currently set forth in the Civil Service Rules and the Administrative Code, are otherwise consistent with this Agreement, and are not excluded from arbitration under Charter Section A8.409-3 shall continue to apply to employees covered by this contract.
253. As required by Charter Section A8.409-3, the Civil Service Commission retains sole authority to interpret and to administer all Civil Service Rules. Disputes between the parties regarding whether a Civil Service Rule or a component thereof is excluded from arbitration shall be submitted for resolution to the Civil Service Commission. All such disputes shall not be subject to the grievance and arbitration process of the Agreement.

V.C. DURATION OF AGREEMENT

254. This CBA shall be in effect from July 1, 2006, through and inclusive of June 30, 2010-
255. It is understood and agreed that no new economic benefits for FY 2010-11 shall become effective prior to December 31, 2010, provided as follows;
256. (a) in the event the San Francisco Municipal Transportation Agency negotiates to improve an economic benefit that becomes effective between July 1, 2010 through December 30, 2010, inclusive, for any other miscellaneous City and County officers or employees employed in the SFMTA, that economic benefit will be extended to the Union's represented employees in a manner consistent with the overall economic agreement between the SFMTA and the union with which it previously agreed;
257. (b) in the event that an arbitration panel acting under the authority of Charter section A8.209-4 awards another union representing miscellaneous employees employed in the SFMTA an economic benefit that becomes effective between July 1, 2010 through December 30, 2010, the SFMTA shall allow the Union to reopen its MOU solely for the purpose of proposing that the represented employees should receive an economic benefit in FY 2011-12, in light of the arbitration panel's award on behalf of the other miscellaneous labor organization. Such reopener, if any, shall commence in January 2011, and shall be subject to the timelines and the Charter factors set forth in Charter section A8.409. By entering into this agreement, the SFMTA is not conceding that the Union is or should be entitled to a remedy in the event another union receives an economic benefit for the time period described above. The parties also acknowledge that any economic increases so awarded that are based on market-based adjustments or reflect premiums for specific work functions aren't necessarily applicable to any other group of employees or to other unions;
258. (c) that economic benefits negotiated for or awarded to non A8-409 employees, so called "miscellaneous safety", or employees whose retirement is with the California Public Employees' Retirement System are exempt from this section and do not trigger subsections (a) and (b), above; and
259. (d) that any economic benefits negotiated for or awarded that become effective on or prior to June 20, 2009 are exempt from this section and do not trigger subsections (a) and (b), above.

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

FOR THE SAN FRANCISCO MUNICIPAL
TRANSPORTATION AGENCY

FOR THE UNION

Debra A. Johnson
Director of Administration

Robert Romaine
International Vice President, Transport
Workers Union of America, AFL-CIO

Donald Ellison
Deputy Director, Human Resources

Rafael Cabrera
President
Transport Workers Union, Local 250-A

Chris Iborra
Labor Relations Manager

Mike Postell
Executive Vice President
Transport Workers Union, Local 250-A

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

Walter Scott, III
Secretary-Treasurer
Transport Workers Union, Local 250-A

Elizabeth Salveson
Chief Labor Attorney

JULY 1, 2011- JUNE 30, 2014
CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND
TRANSPORT WORKERS' UNION LOCAL 250-A (CLASS 9132)

APPENDIX A

EMPLOYEE ASSISTANCE PROGRAM AND PEER COUNSELING PROGRAM

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

A. OVERVIEW OF EAP PROGRAM

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

EAP’s offer assistance by helping employees assess and identify problems arising from a variety of personal areas.

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

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

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

Motivating employees to help;

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

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

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

Providing crisis intervention services;

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

Acting as an education and training resource.

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

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

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

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

- Send its principal or his designated representative to monthly meetings of the Municipal Railway Improvement Fund Board of Trustees, and any other meetings as reasonably required.
- Assess all employees involved in Critical Incidents (e.g., on the job assaults, threats and/or accidents) that occur while on duty.
- Provide up to three (3) counseling visits per employee involved in a Critical Incident.
- Develop Critical Incident Program Policies and Procedures.
- Provide Critical Incident Case management, including:
 - (a) Determination regarding an employee's ability to perform duties, including coordination with management and union personnel for employees who require time off work as a result of a Critical Incident;
 - (b) Assisting employees in securing additional counseling visits beyond the three (3) Critical Incident/trauma response visits described above, when necessary.

B. ORGANIZATION

(1) The Joint Labor-Management Committee:

- (a) Membership and Meetings: Five (5) Committee members and two (2) alternate members to be appointed by the Unions. Five (5) Committee members to be appointed by the SFMTA.

If the SFMTA chooses to appoint less than five persons, it shall still have voting strength equal to that of the Unions. On the matters that come before the Committee, the SFMTA shall have one vote and the Unions shall have one vote. The vote of each side shall be controlled by the votes of the Committee members present for each respective side.

The Committee shall elect from its ranks a Chairperson and a Co-Chair, one of whom shall be a SFMTA appointee and the other the Unions' appointee. The Chair shall be held by one side for a year, then relinquished to the other side for the next year. Either the SFMTA or the Unions may replace their named Chair or Co-Chair at any time. The Chair shall preside over meetings of the Committee. In the absence of the Chair, the Co-Chair shall so preside. The SFMTA General Manager shall provide staff support to the Committee as appropriate.

A quorum for the transaction of business by the Committee shall consist of three (3) Union Committee members and a majority of the SFMTA appointed Committee members.

- (b) Functions: To receive and review information regarding the Substance Abuse and Peer Assistance Programs.
- (c) Consolidation of Committees: The parties to this Agreement and to the Agreement concerning drug and alcohol testing and EAP between TWU Local 250A and the SFMTA may elect to combine the joint labor-management committee established here and in the Local 250A Agreement.

(2) Substance Abuse Program:

The SFMTA General Manager or designee will manage all aspects of the FTA-mandated Substance Abuse Program. He/she shall have appointing and removal authority over all personnel working for the Substance Abuse Program personnel, and shall be responsible for the supervision of the SAP.

(3) EAP Services:

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

(4) The Peer Assistance System:

(a) Structure:

The outside contractor selected to provide EAP services shall also be directly responsible for the clinical and administrative management of the Peer Assistance Program. This Program shall be established on a 24-hour, seven-day a week basis. The peer assistants shall provide coverage during regular business hours (Monday - Friday, 8:30 a.m. - 5:00 p.m.) for all Muni worksites or sections. A system-wide EAP crisis hotline shall be established. Night, weekend and holiday crisis coverage shall be provided by one of the peer assistants and shall be rotated among the peer assistants, who shall be available on a pager. The full compensation of the Peer Assistant providing such night, weekend and holiday coverage shall be pager pay. Pager pay will not be provided for regular daily coverage.

(b) Peer Assistance Oversight Committee:

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

(c) SFMTA Liaison:

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

(d) Qualifications:

- A MUNI employee who has previous counseling experience or is interested in peer counseling and is willing to make a two year commitment to pursue training and education toward certification as a drug and alcohol counselor

OR

- A MUNI employee who was a former substance abuser who has been clean and sober for a least two years and who continues to participate in a twelve step program

OR

- A MUNI employee who has had experience with family members' substance abuse and who had participated in a self-help group for co-dependency

AND

- A MUNI employee who is respected by their peers, the union, and the management

AND

- A MUNI employee who is committed to the goals of the Peer Assistance Program

(e) Duties:

- Assist employees in accessing the Voluntary Substance Abuse Program and EAP.
- Provide on-going support and case management for clients in the Voluntary Substance Abuse Program.
- Abide by state and federal confidentiality laws.
- Publicize the EAP verbally and through distribution of literature.
- Provide employees with information regarding the EAP and Voluntary Substance Abuse programs and create a forum for employees to discuss their concerns.
- Assist in publication of Voluntary Substance Abuse Program newsletter.
- Seek out opportunities to participate in training programs to further develop knowledge and skills.

JULY 1, 2011- JUNE 30, 2014

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND
TRANSPORT WORKERS' UNION LOCAL 250-A (CLASS 9132)

- Develop and implement new ideas to increase utilization and maximize the effectiveness of the EAP and Voluntary Substance Abuse Programs.
- Develop and maintain a professional environment in which to interact with clients.
- Develop a group of volunteers in the divisions to support the goals of the EAP and Voluntary Substance Abuse Programs.
- Assist in education and training sessions for new and existing employees.
- Keep accurate records of client contacts and promotional activities.

(f) Staffing:

There shall be a clinician employed by the outside contractor for EAP Services who will be on-site a minimum of 20 hours a week. The clinician shall report directly to the outside contractor, Peer Assistance Oversight Committee and the MIF liaison. There shall be three full-time Peer Assistants reporting to the outside contractor.

(g) Volunteer Peer Assistants:

1. Up to eight (8) Volunteer Peer Assistants.
2. Assist peer assistants upon request during their off-duty time.
3. They shall participate in designated training.
4. Their activities shall be within the limits of their training.
5. Volunteer peer assistants will receive no compensation for their services.

(h) Functions:

The outside contractor, in consultation with the Peer Assistance Oversight Committee, shall develop procedures for the Peer Assistance Program.

(i) Civil Service Commission Approval:

The use of peer assistants shall be subject to the approval of the Civil Service Commission.

C. PAY STATUS DURING VOLUNTARY SELF-REFERRAL TREATMENT

Voluntary Substance Abuse Program

- (1) An employee who has a drug and/or alcohol abuse problem and has not been selected for drug and/or alcohol testing can voluntarily refer him/herself to the EAP for treatment. The EAP will evaluate the employee and make a specific determination of appropriate treatment. An employee who has completed two rehabilitation programs may not elect further rehabilitation under this program.

- (2) In the case of the up to two voluntary, employee-initiated referrals, the SFMTA will pay the employee the difference between his/her SDI benefits, use of accrued paid leaves, and any catastrophic illness benefits, and the employee's regular hourly base pay, for up to the eight hours per day for full-time employees and up to three hours per day for part-time employees, up to a maximum of 21 work days during a five-year period. This provision shall not apply in the event the employee does not receive SDI benefit payments or during the follow-up period established by the SAP after a positive test.

D. NON-PAID STATUS DURING TREATMENT AFTER POSITIVE TEST

The employee will be in a non-pay status during any absence for evaluation or treatment, while participating in a rehabilitation program.

E. EDUCATION AND TRAINING

The foundation of this Program is education and voluntary compliance. It is recognized that alcohol and chemical dependency may make voluntary cessation of use difficult, and one of the Program's principal aims is to make voluntary steps toward ending substance abuse easily available.

The outside contractor shall review and develop on-going educational and training information on the adverse consequences of substance abuse and the responsibility to avoid being under the influence of alcohol or chemicals at work. Certain training required by the DOT Regulations shall be the responsibility of the Substance Abuse Program.

F. CONFIDENTIALITY

Participation in the EAP shall be confidential and shall be conducted in accordance with DOT and DHHS standards.

G. FUNDING

The Employee Assistance Program and the Peer Assistance Oversight Committee shall be funded by the SFMTA.

H. SPECIAL PROVISIONS

Any proposed discipline resulting from the FTA Drug and alcohol testing program shall be in accordance with the MOU's, as amended June 12, 1995. The SFMTA recognizes the rights of employees and/or the Unions, who may consider themselves aggrieved by any discipline proposed, to raise such grievance through the authorized grievance procedure. The SFMTA General Manager will act in a fair and equitable manner, and

shall prescribe that no personnel hired, contracted, selected or directly involved in the drug and alcohol testing program shall propose or render discipline.

RETIREMENT 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 will include other Unions and employee organizations representing City and SFMTA employees, to study and make recommendations regarding funding of retiree health benefits.