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IDnum 65 **Language** English **Country** United States **State** CA

Union IAMAW (International Association of Machinists and Aerospace Workers) AFL-CIO

Local Machinists Automotive Trades District Lodge 190, Machinists Union Local 1414

| Occupations Represented |
|-------------------------|
| Machinists |
| |

Bargaining Agency City and County of San Francisco

Agency industrial classification (NAICS):

92 (Public Administration)

BeginYear 2001 **EndYear** 2003

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Notes

Contact

Full text contract begins on following page.

MEMORANDUM OF UNDERSTANDING
BETWEEN AND FOR
THE CITY AND COUNTY OF SAN FRANCISCO
AND
MACHINISTS UNION, LOCAL 1414
INTERNATIONAL ASSOCIATION OF MACHINISTS
& AEROSPACE WORKERS
MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE 190

JULY 1, 2001 - JUNE 30, 2003

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ARTICLE I - REPRESENTATION

1. This Memorandum of Understanding (hereinafter "Agreement") is entered into by the City and County of San Francisco (hereinafter "City") and the Automotive Machinists Union, Local 1414, Machinists Automotive Trades District 190, International Association of Machinists and Aerospace Workers (hereinafter "Union"). It is agreed that the delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City, the Union, and represented employees. Such achievement is recognized to be a mutual obligation of the parties to this Agreement within their respective roles and responsibilities.

I.A. RECOGNITION

2. The City acknowledges that the Union has been certified by the Municipal Employee Relations Panel of the Civil Service Commission as the recognized employee representative, pursuant to the provisions as set forth in the City's Employee Relations Ordinance for the following classifications:

- 7126 Mechanical Shop & Equipment Supt.
- 7225 Transit Paint Shop Supervisor I
- 7228 Automotive Transit Shop Supervisor I
- 7232 Hetch Hetchy Mechanical Shop Supervisor
- 7241 Senior Maintenance Controller
- 7249 Automotive Mechanic Supervisor I
- 7254 Automotive Machinist Supervisor I
- 7258 Maintenance Machinist Supervisor I
- 7264 Automotive Body & Fender Worker Supervisor I
- 7277 City Shops Assistant Superintendent
- 7305 Metal Fabricator
- 7306 Automotive Body & Fender Worker
- 7309 Car and Auto Painter
- 7313 Automotive Machinist
- 7315 Automotive Machinist Assistant Supervisor
- 7322 Automotive Body & Fender Worker Assistant Supervisor
- 7325 General Utility Mechanic
- 7330 Senior General Utility Mechanic
- 7331 Apprentice Maintenance Machinist
- 7332 Maintenance Machinist
- 7337 Maintenance Machinist Assistant Supervisor
- 7340 Maintenance Controller
- 7381 Automotive Mechanic
- 7382 Automotive Mechanic Assistant Supervisor
- 7387 Upholsterer
- 7434 Maintenance Machinist Helper

I.B. INTENT

3. It is the intent of the parties signatory hereto that the provisions of this Agreement shall not become binding until adopted or accepted by the City and ratification by the Board of

Supervisors and the Union or upon a final decision rendered by an arbitration panel pursuant to the interest arbitration procedure under Charter Section A8.409.

4. The provisions of this Agreement shall supersede and control over contrary or contradictory Charter provisions, ordinances, resolutions, rules or regulations of the City to the extent permissible by Charter Section A8.409.

I.C. MANAGEMENT RIGHTS

5. Except as otherwise provided in this Agreement, in accordance with applicable state law, nothing herein shall be construed to restrict any legal City rights concerning direction of its work force or consideration of the merits, necessity, or organization of any service or activity provided by the City.
6. The City shall also have the right to determine the mission of its constituent departments, officers, boards and commissions; set standards of services to be offered to the public; and exercise control and discretion over the City's organization and operations. The City may also relieve City employees from duty due to lack of work or funds and may determine the methods, means and personnel by which the City's operations are to be conducted. However, the exercise of such rights does not preclude employees from utilizing the grievance procedure to process grievances regarding the practical consequence of any such actions on wages, hours, benefits or other terms and conditions of employment specified in this Agreement.

I.D. NO STRIKE PROVISION

7. The City will not lock out the employees who are covered by this Agreement. The Union and the employees shall not strike, cause, encourage, or condone a work stoppage, slowdown, or sympathy strike during the term of this Agreement.

I.E. OFFICIAL REPRESENTATIVES AND STEWARDS

1. Official Representatives

8. The Union may select as many as two (2) employee members of such organization from the appropriate unit represented by such organization, and one additional such employee member for each 250 employees, or fraction thereof, in excess of 200 employees in such unit, to attend, during regular duty or work hours without loss of compensation, meetings scheduled with the Director of Employee Relations or the appointing officer of a board or commission, when such meetings have been scheduled for the purpose of meeting and conferring on matters within the scope of representation affecting such appropriate unit, and to participate in the discussion, deliberations, and decisions at such meetings. The selection of such employee members, or substitutions or replacements therefor, and their attendance at meetings during their regular duty or work hours shall be subject to the following:
 9. a. The organization's duly authorized representative shall inform in writing the department head or officer under whom each selected employee member is employed that such employee has been selected.

10. b. No selected employee member shall leave the duty or work station, or assignment, without specific approval of the employee's department head or other authorized executive management official.
11. c. In scheduling meetings, due consideration shall be given to the operating needs and work schedules of the department, division, or section in which the employee members are employed.

2. Stewards

12. a. The Union shall furnish the appropriate department with an accurate list of shop stewards in designated units. 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 for that area or shift.
13. b. The Union recognizes that it is the responsibility of the shop steward to assist in the resolution of grievances at the lowest possible level.
14. c. If, in the judgment of the supervisor, permission cannot be granted immediately to the shop steward to 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.
15. d. In emergency situations, where immediate disciplinary action must be taken because of a violation of law or a City 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.
16. e. Shop stewards shall not interfere with the work of an employee.
17. f. The Board of Supervisors encourages departments to authorize stewards to orient new employees on matters concerning employee rights under the provisions of this Agreement, other departmental Agreements if they exist, and other matters relating to their working conditions.
18. g. It is the policy of the Board of Supervisors that, pursuant to the rules of the Civil Service Commission, a leave of absence without pay for a reasonable time should be granted to a reasonable number of employees elected to transact union business provided that ten (10) days' written notice be given by the Union to the City.

I.F. UNION SECURITY

1. Authorization for Deductions

19. The City shall deduct Union dues, initiation fees, premiums for insurance programs and political action fund contributions from an employee's pay upon receipt by the Controller of a form authorizing such deductions by the employee. The City shall pay over to the

designated payee all sums so deducted. Upon request of the Union, the Controller agrees to meet with the Union to discuss and attempt to resolve issues pertaining to delivery of services relating to such deductions.

2. Dues Deductions

20. Dues deductions, once initiated, shall continue until the authorization is revoked in writing by the employee. For the administrative convenience of the City and the Union, an employee may only revoke a dues authorization by delivering the notice of revocation to the Controller during the two-week period prior to the expiration of this Agreement. The revocation notice shall be delivered to the Controller either in person at the Controller's office or by depositing it in the U.S. mail addressed to the Office of the Controller, 875 Stevenson, Room 235, San Francisco, CA 94103; Attention: Dues Deduction. The City shall deliver a copy of the notices of revocation of dues deductions authorizations to the Union within two (2) weeks of receipt.

I.G. AGENCY SHOP

21. The application except as provided otherwise herein, the provisions of this section shall apply to all employees of the City in all classifications represented by the Union in represented units when on paid status. These provisions shall not apply to individual employees of the City in represented units who have been properly and finally determined to be management, confidential or supervisory employees pursuant to Section 16.208 of the Employee Relations Ordinance. Except when an individual employee has filed a challenge to a management, confidential or supervisory designation, the Employee Relations Director and the Union shall meet as necessary for the purpose of attempting to make such determinations by mutual agreement. The Employee Relations Director shall give the Union no less than ten (10) working days' prior notice of any such proposed designation. Disputes regarding such designations shall be promptly resolved pursuant to Section 16.208(b) of the Employee Relations Ordinance.

1. New Employees

22. The Union requests, in writing, an agency shop be implemented for all employees hired after a date to be agreed to by the Union and the Employee Relations Division.

2. Service Fee

23. Upon such an event occurring, employees of the City in the particular unit or subunit, 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. The fair share service fee payment shall be established annually by the Union, provided that such fair share agency shop service fee will be used by the Union only for the purposes permitted by law.

3. Financial Reporting:

24. Annually, the Union will provide an explanation for the fee and sufficient financial information to enable the fair share service fee payer to gauge the appropriateness of the fee. The Union will provide a reasonably prompt opportunity to challenge the amount of the fee

before an impartial decision maker not chosen by the Union and will make provision for an escrow account to hold amounts reasonably in dispute while challenges are pending.

4. Religious Exemption

25. Any employee of the City in a classification described in subsection (1) hereof who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and is recognized by the National Labor Relations Board to hold such objections to Union membership shall, upon presentation of membership and historical objection, be relieved of any obligation to pay the required service fee. The Union shall be informed in writing of any such request.

5. Payroll Deduction

26. The Union shall provide the Employee Relations Director and the City Controller with a current statement of membership fees. Such statement of membership fees shall be amended as necessary. The Controller may take up to thirty (30) days to implement such changes. Effective the second complete pay period commencing after the election or request or showing described in subsection (b) and each pay period thereafter, the controller shall make membership fee or service fee deductions, as appropriate, from the regular periodic payroll warrant of each City employee described in subsection (a) thereof, and, each pay period thereafter, the Controller shall make membership fee or service fee deductions, as appropriate, from the regular payroll warrant of each such employee. Nine (9) working days following payday the controller will promptly pay over to the Union all sums withheld for membership or service fees.

6. Employee Lists

27. a. The Controller shall also provide with each payment a list of employees paying membership fees and a list of employees paying service fees. All such lists shall contain the employee's name, employee number, classification, department number and amount deducted.
28. b. A list of all employees in represented classes shall be provided to the Union monthly. Nothing in this section shall be deemed to have altered the City's current obligation to make insurance program or political action deductions when requested by the employee.
29. c. The City agrees to provide the Union with the names and classifications of newly hired employees. The City will provide such new employees with the "Hudson" notice prepared by the Union.

7. Indemnification

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

8. Hudson Compliance

31. The Union shall comply with the requirements set forth in *Chicago Teachers Union v. Hudson*, 475 U.S. 292 (1986) for the deduction of agency shop fees. Annually, the Union shall certify in writing to the City that the Union has complied with the requirements set forth in this section and in *Hudson*, 475 U.S. 292.

I.H. BULLETIN BOARDS

32. Reasonable space may be allowed on bulletin boards for use by the Union to communicate with employees.

I.I. GRIEVANCE PROCEDURE

1. APPLICATION

33. This grievance procedure applies to conditions of employment as set forth in this Agreement.
34. a. A grievance is defined as and is limited to an allegation by an employee, a group of employees, or the Union that the City has failed to implement a condition of employment as specifically set forth in this Agreement.
35. b. **EXCLUSION OF CIVIL SERVICE MATTERS** - The grievance procedure herein established shall have no application to matters within the jurisdiction of the Civil Service Commission as set forth in the City Charter or to any rules adopted by the Commission pursuant to its Charter authorities.

2. GRIEVANCE PROCEDURE STEPS

36. An employee having a grievance shall first discuss it with the employee's immediate supervisor and try to work out a satisfactory solution in an informal manner with the supervisor.

STEP 1 – Immediate Supervisor

37. a. If a solution, satisfactory to both the grievant and the immediate supervisor is not accomplished by informal discussion, the grievant shall have the right to consult with, and be assisted by, a representative of the grievant's own choice in this and all succeeding steps of this grievance procedure.
38. b. If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within seven (7) working days of the informal discussion with the immediate supervisor, submit a Letter of Grievance - Step One, to the immediate supervisor with copies to the Appointing Authority or designee, and the Union.
39. c. The Letter of Grievance - Step One, shall contain:
(1) The date of the informal discussion;
(2) The date of the submission of the Letter of Grievance to the immediate supervisor;

- (3) The specific section(s)/subsection(s) of the Board of Supervisors' Ordinance, Resolution or ratified Memorandum of Understanding which grants the condition of employment that the grievant alleges the City has failed to implement;
 - (4) A full and complete explanation of the circumstances of the grievance, and
 - (5) The remedy sought by the grievant.
40. d. The immediate supervisor shall, within seven (7) working days of the receipt of the grievant's Letter of Grievance - Step One, submit an Answer to Letter of Grievance - Step One, to the grievant, with copies to the Appointing Authority or designee.
41. e. The Answer to Letter of Grievance - Step One, shall contain:
- (1) The date of receipt of the Letter of Grievance, - Step One;
 - (2) The date of the submission of the Answer to Letter of Grievance - Step One, to the grievant;
 - (3) A full and complete explanation of the circumstances of the grievance, and
 - (4) The response to the grievance.

STEP 2 – Intermediate Supervisor

42. a. If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within seven (7) working days of receipt of the Answer to Letter of Grievance - Step One, submit a Letter of Grievance - Step Two, to an intermediate supervisor, designated by the Appointing Authority.
43. b. The Letter of Grievance - Step Two, shall contain:
- (1) The date of receipt, by the grievant, of the answer to Letter of Grievance - Step One;
 - (2) Date of submission of the Letter of Grievance - Step Two, to the intermediate supervisor;
 - (3) The specific section(s)/subsection(s) of the Board of Supervisors' Ordinance, Resolution or ratified Memorandum of Understanding which grants the condition of employment that the grievant alleges the City has failed to implement;
 - (4) A full and complete explanation of the circumstances of the grievance, and
 - (5) The remedy sought by the grievant.
44. c. The intermediate supervisor shall, within seven (7) working days of the receipt of the grievant's Letter of Grievance - Step Two, submit an Answer to Letter of Grievance - Step Two, to the grievant and the Appointing Authority or designee.
45. d. The Answer to Letter of Grievance - Step Two shall contain:
- (1) The date of receipt of the Letter of Grievance - Step Two,

- (2) The date of the submission of the Answer to Letter of Grievance - Step Two, to the grievant,
- (3) A full and complete explanation of the circumstances of the grievance, and
- (4) The response to the grievance.

STEP 3 – Appointing Authority

46. a. If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within seven (7) working days of receipt of the Answer to Letter of Grievance - Step Two, submit a Letter of Grievance - Step Three, to the Appointing Authority.
47. b. The Letter of Grievance - Step Three, shall contain:
 - (1) The date of receipt, by the grievant, of the answer to Letter of Grievance - Step Two;
 - (2) Date of submission of the Letter of Grievance - Step Three, to the Appointing Authority;
 - (3) The specific section(s)/subsection(s) of the Memorandum of Understanding which grants the condition of employment that the grievant alleges the City has failed to implement;
 - (4) A full and complete explanation of the circumstances of the grievance, and
 - (5) The remedy sought by the grievant.
48. c. The Appointing Authority shall, within seven (7) working days of the receipt of the grievant's Letter of Grievance - Step Three, submit an Answer to Letter at Step Three, to the grievant.
49. d. The Answer to Letter of Grievance - Step Three, shall contain:
 - (1) The date of receipt of the Letter of Grievance - Step Three;
 - (2) The date of the submission of the Answer to Letter of Grievance - Step Three, to the grievant;
 - (3) A full and complete explanation of the circumstances of the grievance, and
 - (4) The resolution of the grievance.
50. e. Unless waived by written mutual agreement of the grievant and the Appointing Authority, a meeting is required at this step.
51. f. The seven (7) working day time limited noted in Step Three above may be extended by written mutual agreement between the grievant and the Appointing Authority.

STEP 4 – Employee Relations Director, Employee Relations Division

52. a. If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative shall, within thirty (30) calendar days of receipt of the Answer to Letter of Grievance - Step Three, submit a written request to

the Employee Relations Director that the grievance be heard and resolved by a hearing officer.

53. b. Prior to the selection of the hearing officer, the Employee Relations Director shall informally review the grievance and attempt to resolve the grievance to the mutual satisfaction of the grievant and the appointing authority. The Employee Relations Director shall have ten (10) working days after receipt of the request in which to review and seek resolution of the grievance.

SELECTION OF THE HEARING OFFICER

54. a. The hearing officer shall be selected by mutual agreement between the grievant, or the grievant's representative, and the Employee Relations Director. If the grievant, or the grievant's representative, and the Employee Relations Director are unable to agree on the selection of a hearing officer they shall jointly request the State Conciliation Service to submit a list of five (5) hearing officers who have had considerable experience as a hearing officer in public employment disputes. The grievant, or the grievant's representative, and the Employee Relations Director, shall then alternately delete names from such list until only one (1) name remains; and that person shall serve as the hearing officer. Whether the employee, or his representative, or the Employee Relations Director deletes the first name in the alternating process of deleting names, shall be determined by lot.
55. b. Except when a statement of facts mutually agreeable to the grievant and the appointing authority is submitted to the hearing officer, it shall be the duty of the hearing officer to hear and consider facts submitted by the parties.
56. c. It shall be the duty of the hearing officer to hold said hearing within fifteen (15) calendar days of written acceptance of appointment as the hearing officer.
57. d. After said hearing or review of mutually agreeable statement of facts, it shall be the duty of the hearing officer to make written finding of fact(s) upon which the decision of the hearing officer is based.
58. e. The decision of the hearing officer shall be final and binding upon the parties.
59. f. The hearing officers' authority pursuant to the provisions of this grievance procedure shall be limited to a decision, based on submitted facts and applicable law, of whether or not the City has improperly failed to implement a condition of employment which is provided for in an Ordinance, Resolution, or the Memorandum of Understanding ratified by the Board of Supervisors. Further, the hearing officer shall have no power to amend, or recommend an amendment of a Board of Supervisors ratified Memorandum of Understanding, Ordinance, or Resolution.

60. g. Each party, (employee, group of employees, or the Union and the appointing authority) to a hearing before a hearing officer shall bear its own expenses in connection therewith. All fees and expenses of the hearing officer, and a reporter, if any, shall be borne and paid in full by the losing party. In the event the hearing officer shall make a compromise decision, the party or parties which shall pay the fees and expenses of the hearing officer, and a reporter, if any, shall be determined on a proportional basis by the hearing officer.

3. THE EFFECT OF FAILURE OF TIMELY ACTION

61. Failure to the grievant to submit an appeal within the required time limit at any step, or for informal discussion, shall constitute an abandonment of the grievance. Failure of the City to respond within the time limit in any step shall result in an automatic advance of the grievance to the next step.

4. TIMELINESS OF GRIEVANCE

62. A grievance shall be void unless initiated by informal discussion with the immediate supervisor within forty-five (45) calendar days from the date on which the City has allegedly failed to implement a condition of employment, or within forty-five (45) calendar days from the time the grievant might reasonably have been expected to have learned of such alleged failure to implement a condition of employment. In no event shall any grievance include a claim for money relief for more than the forty-five (45) day period plus such reasonable discovery period.

5. RIGHTS OF THE UNION FORMALLY RECOGNIZED TO REPRESENT THE GRIEVANT'S CLASSIFICATIONS

63. An employee, in a classification which is included within a representation unit for which formal recognition has been granted, shall pursue any grievance under this procedure with the assistance of said formally recognized employee organization or said employee may represent himself/herself with the assistance, if the employee so elects, of counsel or other representative. As used herein, counsel or other representative shall not include any other employee organization or the representative(s) of any other employee organization.
64. In those grievances in which the employee represents himself/herself, or arranges for representation by other than the formally recognized employee or organization as set forth above, the City shall make no resolution or award which shall be inconsistent with the terms and conditions of a ratified Memorandum of Understanding which covers the grievant's classification. In the event the formally recognized employee organization determines that such an inconsistent resolution or award has been made, the formally recognized employee organization, on its own behalf, may file a grievance at Step Three for the purpose of amending such inconsistent resolution or award. In the event the grievant represents himself/herself, or elects a representative other than the formally recognized employee organization, the formally recognized employee organization may elect to be a full and equal party at Step Four for the purpose of protecting the interest of its members in negotiated conditions of employment.

I.J. WORKFORCE REDUCTION

- 65. 1. Obligation to Meet & Confer on Employee Workloads - The City and Union acknowledge that there had been and may continue to be a reduction in the city workforce primarily as a result of reduced revenue and inflation.
- 66. The City recognizes its legal obligation to meet and confer in good faith and endeavor to reach agreement on employee workloads.
- 67. The City shall provide any written information relating to staffing levels and workloads in a given department upon written request to the Employee Relations Division, with any reproduction costs above single copies to be paid by the Union.
- 68. 2. Advance Notice of Pending Layoffs - Any employee who is to be laid off due to the lack of work or funds shall be notified, in writing, with as much advance notice as possible but not less than thirty (30) calendar days prior to the effective date of the layoff. Such thirty (30) calendar day minimum advance notice of layoff shall not apply should layoff in a shorter period be beyond the control of the City. The Union shall receive copies of any layoff notice. The provisions of this section shall not apply to "as needed" or intermittent employees hired for a specific period of time or for the duration of a specific project or employees who are bumped from their position.

I.K. APPRENTICESHIP PROGRAM

- 69. The parties agree to meet to discuss the development of mutually agreeable apprenticeship programs. The specific provisions of the apprenticeship programs shall be subject to agreement between the City, the Civil Service Commission (where appropriate), and the Union. Each apprenticeship program, however, shall contain at least the following terms:
- 70. 1. Subject to the ratios established by the apprenticeship program, the City, at its own discretion, may choose to fill any vacancy with either a journey -level worker or an apprentice; and
- 71. 2. The entry salary step of the apprentice program shall be at least forty (40) percent lower than the top step or flat rate, whichever is applicable, of the journey -level class.
- 72. The following journey level classes ("Apprenticeable Classes") shall be eligible for an apprenticeship program:
 - 7306 Automotive Body and Fender Worker
 - 7309 Car and Auto Painter
 - 7313 Automotive Machinist
 - 7332 Maintenance Machinist
 - 7381 Automotive Mechanic

ARTICLE II - EMPLOYMENT CONDITIONS

II.A. NON-DISCRIMINATION

73. The City and the Union agree that this Agreement shall be administered in a non-discriminatory manner and that no person covered by this Agreement shall in any way be discriminated against because of race, color, creed, religion, sex, sexual orientation, 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 City shall expedite the handling of complaints of sexual harassment pursuant to the Civil Service rules and Section 16.9-25 of the Administrative Code.

II.B. PERSONNEL FILES

74. 1. Upon request of an employee to the appointing officer or designee, material relating to disciplinary actions in the employee's personnel file which have been in the file for more than two (2) years shall be "removed" to the extent permissible by law, provided the employee has no subsequent disciplinary action since the date of such prior action. Performance evaluations are excluded from this provision.
75. 2. The above provision shall not apply in the case of employees disciplined due to misappropriation of public funds or property; misuse or destruction of public property; drug addiction or habitual intemperance; mistreatment of persons; immorality; acts which would constitute a felony or misdemeanor involving moral turpitude; acts which present an immediate danger to the public health and safety. In such cases, an employee's request for removal may be considered on a case by case basis, depending upon the circumstances, by the appointing officer or designee.
76. 3. Only one (1) official file shall be maintained on any single employee in any one department. Unless otherwise specified by the department, the official file shall be located in the departmental personnel office or, in larger departments, at the various divisional personnel offices of the department.
77. 4. Each employee shall have the right to review the contents of his/her file upon request. Nothing may be removed from the file by the employee and copies of the contents shall be provided upon request.
78. 5. With the written permission of the employee, a representative of the Union may review the employee's personnel file when in the presence of a departmental representative and obtain copies of the contents upon request.
79. 6. An employee shall have the opportunity to review, sign, and date any and all material to be included in the file. The employee may also attach a response to any and all materials within thirty (30) days of receipt. All material in the file must be signed and dated by the author.
80. 7. With the approval of his/her supervisor, the employee may include material relevant to his/her performance of assigned duties in the field.
81. 8. No action to impose discipline against an employee shall be initiated more than thirty (30) days from the date the employer knows of the conduct and has completed a diligent and timely investigation except for conduct which would constitute the

commission of a crime. The discipline imposed may take into account conduct which is documented in the employee's personnel file or was the subject of a prior disciplinary action.

II.C. REIMBURSEMENT OF PERSONAL EXPENSES

82. An employee who qualifies for reimbursement of damaged, destroyed or stolen property shall submit a claim to his/her department head with all available documentation not later than thirty (30) calendar days after the date of such alleged occurrence. An employee shall be entitled to an appropriate reimbursement no later than one-hundred twenty (120) days following the submission of such claim. Reimbursement may be delayed if the employee does not submit the appropriate documentation.

II.D. TEMPORARY VACANCIES

83. The filling of temporary vacancies, in the absence of an eligibility list, shall be filled on a seniority basis, subject to the requirement that an individual possess the ability to perform the duties of the vacant position.

II.E. PROCEDURE FOR DISMISSAL OF REGULAR PERMANENT EMPLOYEE

1. Discharge of Permanent Employees

84. Pursuant to the current Charter Section A8.341 a permanent employee who has completed the probationary period may be discharged for cause upon written charges and after having an opportunity to be heard in her/his own defense.

2. Notification of Time and Place of Hearing

85. When the charges are made, the appointing officer shall notify the person in writing of the time and place where the charges will be heard by mailing such statement via certified mail to the employee's last known address. Such hearing shall not be held within five (5) working days of the date on which the notice is mailed. The employee may be represented by counsel or other representatives of the employee's choice.

3. Hearing Officer - Sources

86. The hearing itself, as required by Charter section A8.341, shall be conducted by a hearing officer under contract to the appointing officer chosen as follows in each case:

87. a. From organizations such as the American Arbitration Association or the State Conciliation Service which customarily provide hearing officers, OR

88. b. From a list of qualified hearing officers certified by the Civil Service Commission, such list to be kept current and to contain at all times at least three (3) names.

4. Hearing Officer - Method of Selection

89. The Civil Service Commission shall certify its list of hearing officers by the following method:

90. a. The Commission shall cause to be published in a newspaper of general circulation an announcement of openings for hearing officers. This

announcement shall run either for a period of five (5) working days or for two (2) weekends at the discretion of the Commission.

91. b. The Commission shall include in its list only such applicants as to satisfy the following criteria:
 - (1) Have at least one (1) year of experience in the conduct of judicial hearings in the capacity of a hearing officer.
 - (2) Have experience in the resolution of disputes involving the interpretation of labor-management contracts.
92. c. The Executive Officer shall post the list of panel members so selected for a period of five (5) working days during which time employees, public employee organizations or City departments may seek to demonstrate in writing that any member of the panel is unacceptable. The Executive Officer shall review such challenges and shall determine whether, on the basis of the challenge, the individual should be eliminated from the approved list.

5. Hearing Officer - Challenge of Employee

93. The employee may challenge the competence of the hearing officer who is scheduled to hear the employee's case on the basis that the hearing officer is in some demonstrable manner biased or prejudiced against the employee and that, therefore, the employee will not be afforded a fair hearing. The challenge must be made in the following manner:
 94. a. The challenge must be by written affidavit;
 95. b. The challenge must be received by the appointing officer at least twenty-four (24) hours prior to the commencement of the hearing;
 96. c. Should the challenge cause the department to incur expense through the cancellation of the hearing officer, shorthand reporter, etc., such expenses shall be borne by the employee in keeping with the section on costs below. If the employee has been placed on suspension pending the hearing, any delay in the hearing occasioned through challenge or replacement of a hearing officer shall be considered a delay of the hearing by act of the accused employee and shall extend indefinitely the thirty-day period referred to in Charter Section A8.341.
 97. d. In the event that the appointing officer shall determine that the hearing officer cannot afford the employee a fair hearing, the appointing officer shall immediately make arrangements to obtain the services of another hearing officer in accordance with the methods stated above.

6. Hearing Officer - Evidence to Be Considered

98. The hearing officer shall decide the case on the basis of the evidence presented. The hearing officer shall determine whether the accused employee has adhered to the applicable orders, rules, regulations, ordinances, charter provisions, or applicable sections of any memoranda of agreement or memoranda of understanding. The hearing officer shall be prohibited from considering the relative merits or social desirability of such orders, rules, regulations,

ordinances, charter provisions or sections of memoranda of agreement or memoranda of understanding as may be applicable to the case.

7. Hearing Officer - Decision

99. Within five (5) working days of the close of the hearing, unless specifically exempted for good cause by the appointing officer, the hearing officer shall notify the appointing officer in writing of a decision in the case. The hearing officer shall be limited to the following options in deciding the case:
100. a. The hearing officer may exonerate the employee, in which case the record may, at the discretion of the hearing officer, be expunged and the employee may receive back pay for all time lost;
101. b. The hearing officer may find the employee guilty as charged, in which case the following three provisions apply:
- (1) The hearing officer may order the employee returned to work but without back pay for any time not worked between the time charges were made and the time of the hearing or the time the hearing officer renders a decision, whichever is longer;
 - (2) The hearing officer may suspend the employee without pay but may not, at her/his discretion, order back pay for any periods not worked prior to the hearing;
 - (3) The hearing officer may dismiss the employee.

8. Notification of Decision of Hearing Officer

102. Within five (5) working days after the appointing officer receives written notification of the decision of the hearing officer, the appointing officer shall inform the employee in writing of the decision of the hearing officer and shall, by copies of this correspondence and the written notification from the hearing officer, inform the Civil Service commission of the decision and the action taken.

9. Costs

103. The department bringing charges against an employee shall pay all fees for hearing officers and court reporters, and, if required, the cost of preparation of the transcript with the following exception: If additional costs are incurred as a result of any request of the employee (such as costs occasioned by the untimely postponement of a hearing, challenges of hearing officer, etc.), all such additional costs, such as cancellation fees or fees when court reporters cannot be notified of the cancellation of a hearing within their established and customary limits, shall be borne by the employee.

II.F. LEAVES OF ABSENCE

104. Pursuant to Charter Section A8.409-3, leaves of absences shall be governed by Civil Service Commission leaves of absence rule except where modified by this Agreement. Only those matters subject to negotiation and arbitration pursuant to Charter Section A8.409 *et seq.* shall be subject to grievance or arbitration pursuant to this Agreement.

II.G. SUBCONTRACTING

Subcontracting of Work - City Charter 10.104

1. "Prop J." Contracts:

105. a. The City agrees to notify the Union no later than the date a department sends out Requests for Proposals when contracting out of a City service and authorization of the Board of Supervisors is necessary in order to enter into said contract.
106. b. Upon request by the Union, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.
107. c. Prior to any final action being taken by the City to accomplish the contracting out, the City agrees to hold informational meetings with the Union to discuss and attempt to resolve issues relating to such matters including, but not limited to,
 - (1) possible alternatives to contracting or subcontracting;
 - (2) questions regarding current and intended levels of service;
 - (3) questions regarding the Controller's certification pursuant to Charter Section 10.104;
 - (4) questions relating to possible excessing overhead in the City's administrative-supervisory/worker ratio; and
 - (5) questions relating to the effect on individual worker productivity by providing labor saving devices;
108. d. The City agrees that it will take all appropriate steps to insure the presence at said meetings of those officers and employees (excluding the Board of Supervisors) of the City who are responsible in some manner for the decision to contract so that the particular issues may be fully explored by the Union and the City.

2. Personal Services Contracts

109. Departments shall notify the Union of proposed personal services contracts where such services could potentially be performed by represented classifications. Such notification shall occur no later than the date a department sends out requests for proposals.

II.H. ANTI-NEPOTISM POLICY (MTA SERVICE-CRITICAL CLASSIFICATIONS ONLY)

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

II.I. PROBATIONARY PERIOD

111. The probationary period shall be six calendar months, except for the classes listed below which shall be one calendar year, as defined and administered by the Civil Service Commission.

- 7126 Mechanical Shop & Equipment Superintendent
- 7225 Transit Paint Shop Supervisor I
- 7228 Automotive Transit Shop Supervisor I
- 7232 Hetch Hetchy Mechanical Shop Supervisor
- 7249 Automotive Mechanic Supervisor I
- 7254 Automotive Machinist Supervisor I
- 7258 Maintenance Machinist Supervisor I
- 7264 Automotive Body & Fender Worker Supervisor I
- 7277 City Shops Assistant Superintendent

112. A probationary period may be extended by mutual agreement, in writing, between the Union and the City.

ARTICLE III - PAY, HOURS AND BENEFITS

III.A. WAGES

113. Base wages shall be increased as follows:

| | |
|--------------------------------|-----------------------------------|
| Effective July 1, 2001 3.0% | Effective January 5, 2002 2.0% |
| Effective July 1, 2002 2.5% | Effective January 4, 2003 2.5% |

114. All base wage increases shall be rounded to the nearest salary schedule. Wage rates are set forth in Attachment A.

III.B. WORK SCHEDULES

1. Hours

115. A regular work shift is a tour of duty consisting of eight (8) hours. The lunch period shall be in the middle of the shift and shall be one (1) hour unless otherwise agreed. Forty (40) hours shall constitute a regular week's work of five (5) consecutive days from Monday through Friday and Tuesday through Saturday, or, for the Municipal Railway and Hetch Hetchy only, a consecutive Sunday through Thursday schedule may be implemented and any five (5) consecutive days.

116. Any work shift starting between 6 a.m. and 9 a.m. shall be considered the day shift. Any work shift commencing between the hours of 9:01 a.m. and 5:59 p.m. shall be considered "shift two," a night/swing shift, and Employees working on such shift shall be paid ten percent (10%) above the regular day shift as set forth herein. Any subsequent shift starting at 6:00 p.m. and 5:59 a.m. shall be considered "shift three," a midnight/graveyard shift, and shall be paid fifteen percent (15%) above the regular day rate.

117. The employer shall give at least one (1) week's notice to the employee of the change of shift work. There shall be no shift change made to avoid holiday pay.

2. Voluntary Reduced Work Week

118. Employees, subject to approval by the Appointing Officer or designee, may voluntarily elect to work a reduced work week for a specified period of time. Such reduced work week shall not be less than twenty (20) hours per week. Pay, vacation, holidays and sick pay shall be reduced in accordance with such reduced work week.

3. Voluntary Time off Program ("VTOP")

119. The mandatory furlough provisions of Civil Service Commission Rules shall not apply to covered employees.

120. a. General Provisions: Upon receipt of a projected deficit notice from the Controller, an appointing officer shall attempt to determine, to the extent feasible and with due consideration for the time constraints which may exist for eliminating the projected deficit, the interest of employees within the

appointing officer's jurisdiction in taking unpaid personal time off on a voluntary basis.

121. The appointing officer shall have full discretion to approve or deny requests for voluntary time off based on the operational needs of the department and any court decrees or orders pertinent thereto. The decision of the appointing officer shall be final except in cases where requests for voluntary time off in excess of ten (10) working days are denied.

b. **Restrictions on Use of Paid Time Off while on Voluntary Time Off**

122. (1) All voluntary unpaid time off granted pursuant to this section shall be without pay.

123. (2) Employees granted voluntary unpaid time off are precluded from using sick leave with pay credits, vacation credits, compensatory time off credits, floating holidays, training days or any other form of pay for the time period involved.

124. (3) Duration and Revocation of Voluntary Unpaid Time Off - Approved voluntary time off taken pursuant to this section may not be change by the appointing officer without the employee's consent.

4. Work Schedules Other than Monday Through Friday

125. Regularly scheduled workweek that includes Saturday work currently paid at time and one half will have Saturdays paid at one and one-quarter times the straight time pay. This does not apply to the Municipal Railway or its current practices, and only affects shifts currently in effect.

III.C. ADDITIONAL COMPENSATION

1. NIGHT DUTY

126. Any shift immediately following a regular day shift or commencing during any period of a day shift shall be considered a night shift, and employees working on such shift shall be paid ten percent (10%) above the regular day shift as set forth herein. A subsequent shift shall be known as a midnight shift and shall be paid fifteen percent (15%) above their regular day rate. The employer shall give at least one (1) week's notice to the employee of the change of shift work. There shall be no shift change made to avoid holiday pay.

2. UNDERWATER DIVING PAY

127. Employees shall be paid \$10.00 per hour more than the base hourly rate, exclusive of any additional compensation for other assignments, when assigned and actually engaged in duties and operations requiring underwater diving.

3. CALL BACK PAY

128. Employees called back to their work locations (except those at remote locations where city supplied housing has been offered, or are otherwise compensated) shall be granted a minimum of four (4) hours' pay at the applicable rate or shall be paid for all hours actually

worked at the applicable rate, whichever is greater. The employee's work day shall not be adjusted to avoid the payment of this minimum.

4. LEAD PERSON PAY

129. Employees in classes designated by their supervisor or foreman as a lead mechanic shall be entitled to a \$9.00 per day premium when required to perform a majority of the following duties: plan, design, sketch, layout, detail, estimate, order material or to take the lead on any job when at least two employees in the same classification are working together and one acts as the lead. Effective July 1, 2002, the rate shall be \$10 per day.
130. Employees are not eligible to receive both Lead Person Pay and Acting Assignment Pay.

5. ACTING ASSIGNMENT PAY

131. a. An employee assigned in writing by the Appointing Officer (or designee) to perform the normal day-to-day duties and responsibilities of a higher classification of an authorized position for which funds are temporarily unavailable shall be entitled to acting assignment pay, no earlier than the eleventh (11th) work day of such an assignment, with acting assignment pay retroactive to the first (1st) day of the assignment.
132. b. Upon written approval, as determined by the City, an employee shall be authorized to receive an increase to a step in an established salary schedule that represents at least 5% above the employee's base salary and that does not exceed the maximum step of the salary schedule of the class to which temporarily assigned. Premiums based on percent of salary shall be paid at a rate which includes the acting assignment pay.

6. MUNI & HETCH HETCHY SUNDAY PREMIUM

133. At the Municipal Railway and Hetch Hetchy only, when Sunday is worked as part of the scheduled forty (40) hour work week, it shall be paid at the straight-time rate, with an additional premium of ninety-four percent (94%) of one-half the base rate. No more than fifteen (15) employees shall be assigned the Sunday through Thursday work week. No more than twenty-five (25) employees shall be assigned to work Saturday and Sunday as part of the scheduled forty (40) hour work week and said twenty-five (25) employees shall be paid a 12.5% premium in addition to their regular day's pay for work on Saturday and ninety-four percent (94%) of one-half of the base rate for work on Sunday.
134. Such assignments shall be made first on a voluntary, seniority basis followed by assignment on the basis of inverse seniority. Shift assignments shall be made for periods of six (6) consecutive months. Prior to the end of the initial six (6) month period, Muni Management shall give written notice that employees shall have an opportunity to bid for shift assignment for the next succeeding six (6) month period in accordance with the seniority selection procedure as outlined above. Such written notice shall be given by posting the notification on all official bulletin boards of the Municipal Railway and by sending the notification to the Union.
135. It is further understood and agreed that the seniority selection procedure shall be implemented by starting at the top of the seniority roster and working down on a voluntary

basis and, if the shifts are not filled through a voluntary basis, then they are to be assigned by applying inverse seniority.

136. It is further understood and agreed that Sunday and holiday work will be permitted only to the extent of insuring continued operation and availability of equipment. No major work will be performed on Sundays or holidays unless equipment conditions so require.

7. SUPERVISORY DIFFERENTIAL ADJUSTMENT

137. The Human Resources Director is hereby authorized to adjust the compensation of a supervisory employee whose schedule of compensation is set herein subject to the following conditions:
138. a. The supervisor, as part of the regular responsibilities of his/her class, supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or subordinates.
139. b. The organization is a permanent one approved by the appointing officer, Board or Commission, where applicable, and is a matter of record based upon review and investigation by the Civil Service Commission.
140. c. The supervisor has completed a probationary period in a civil service class and holds permanent status to a full-time position.
141. d. The classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal, logical relationship to each other in terms of their respective duties and levels of responsibility and accountability in the organization.
142. e. The compensation schedule of the supervisor is less than one full step (approximately 5%) over the compensation schedule, exclusive of extra pay, of the employee supervised. In determining the compensation schedule of a classification being paid a flat rate, the flat rate will be converted to a bi-weekly rate and the compensation schedule the top step of which is closest to the flat rate so converted shall be deemed to be the compensation schedule of the flat rate classification.
143. f. The adjustment of the compensation schedule of the supervisor shall be to the nearest compensation schedule representing, but not exceeding, one full step (approximately 5%) over the compensation schedule, exclusive of extra pay, of the employee supervised.
144. If the application of this section adjusts the compensation schedule of an employee in excess of his/her immediate supervisor, the pay of such immediate supervisor, covered by this agreement, shall be adjusted to an amount \$1.00 bi-weekly in excess of the base rate of his/her highest paid subordinate, provided that the applicable conditions under this section are also met.

145. g. Compensation adjustments are effective retroactive to the beginning of the current fiscal year of the date in the current fiscal year upon which the employee became eligible for such adjustment under these provisions.
146. To be considered, requests for adjustment under the provisions of this section must be received in the offices of the Human Resources Department not later than the end of the current fiscal year.
147. h. In no event will the Human Resources Director approve a supervisory salary adjustment in excess of 10% or 2 full steps over the supervisor's current basic compensation. If in the following fiscal year a salary inequity continues to exist, the Human Resources Department may again review the circumstances and may grant an additional salary adjustment not to exceed 10% or 2 full steps.
148. i. It is the responsibility of the appointing officer immediately to notify the Human Resources Director of any change in the conditions or circumstances that were and are relevant to a request for salary adjustment under this section either acted upon by or pending with the Human Resources Director.

8. MTA PERFORMANCE/ATTENDANCE INCENTIVES

149. Consistent with Charter Section 8A.100, the Municipal Transportation Agency (MTA) and the Union agree that employees will be rewarded for the attaining of various service, performance and/or attendance goals and shall be compensated as set forth in Appendix B.

III.D. OVERTIME

150. Overtime shall be distributed equally among employees covered by this Agreement. Any time worked by an employee in excess of: (a) forty hours per city work week for weekly overtime, or (b) in excess of the regular or normal work day, either prior to or after the regularly assigned shift for daily overtime, shall be designated as overtime and shall be compensated at one-and-one-half times the regularly assigned shift base hourly rate which may include a night differential, if applicable. The use of any sick leave shall be excluded from determining hours worked in excess of 40 hours in a week for determining eligibility for overtime payment. Subject to the above, employees working on their regular days off shall be guaranteed eight (8) hours' work or pay therefor at time-and-one-half.
151. Employees working on any holiday specified in this agreement shall be guaranteed eight (8) hours' work or pay therefor at time-and-one-half in addition to the pay for the holiday. Employees working either on a RDO or holiday shall be compensated at the assigned shift rate of that particular day, regardless of their regularly assigned shift rate, which may include a night differential if applicable.
152. An employee shall not be eligible for voluntary overtime assignment if there has been sick pay or disciplinary time off on the preceding workday, or if sick pay or disciplinary time off occurs on the workday following the last overtime assignment. However, if the employee is not eligible for overtime assignment, the management may assign the employee for overtime and compensate at the overtime rate.

III.E. HOLIDAYS

153. Except when normal operations require, or in an emergency, employees shall not be required to work on days hereby declared to be holidays for such employees. The following days are designated as holidays:

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

154. Provided further, if January 1, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.
155. In addition, any day declared to be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United States is a holiday.

1. HOLIDAYS THAT FALL ON A SATURDAY

156. 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 as provided in 16.4 of the Administrative Code. 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.

2. HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER THAN MONDAY THROUGH FRIDAY

157. Employees assigned to seven (7) day operation departments or employees working 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.
158. If the provisions of this section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, he/she shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate employer representative. Such days off must be taken within the fiscal year. In no event shall the provisions of this section

result in such employee receiving more or fewer holidays than an employee on a Monday through Friday work schedule.

3. HOLIDAY PAY FOR EMPLOYEES LAID OFF

159. 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.

4. FLOATING HOLIDAYS

160. Employees are granted three floating holidays in each fiscal year to be taken on days selected by the employee subject to prior scheduling approval of the Appointing Officer or designee. Employees (both full-time and part-time) must complete six (6) months continuous service to establish initial eligibility for the floating holidays. Employees hired on an as-needed, intermittent or seasonal basis shall not receive the additional floating holidays. Floating holidays may not be carried forward from one fiscal year to the next except with the approval of the Appointing Officer. No compensation of any kind shall be earned or granted for floating holidays not taken.

5. FLOATING HOLIDAY PAY FOR EMPLOYEES WHO SEPARATE

161. Employees who are terminated from City employment and at such time have at least six (6) months of continuous service with the City in the current calendar year and who have not taken a floating holiday in said period shall be entitled to be paid for one floating holiday upon termination. Employees who are terminated from employment with the City and at such time have at least ten (10) months of continuous service in the current calendar year and who have not taken either of the floating holidays, shall, upon termination of employment, be entitled to be paid for said floating holidays. If one floating holiday has already been taken, the employee with ten (10) continuous months of service shall be entitled to be paid for the remaining two.

6. PAID FURLOUGH DAYS

162. Represented employees shall continue to receive two (2) paid furlough days in each fiscal year of this Agreement.

III.F. TIME OFF FOR VOTING

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

III.G. STATE DISABILITY INSURANCE (“SDI”)

164. 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.H. SICK LEAVE WITH PAY LIMITATION

165. An employee who is absent because of disability leave and who is receiving disability indemnity payments may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's sick leave with pay credits so as to equal the amount the employee would have earned for a regular work schedule. If the employee wishes to exercise this option, the employee must submit a signed statement to the employee's department no later than thirty (30) days following the employee's release from disability leave.

III.I. WORKERS COMPENSATION

166. Employee supplementation of workers compensation payment to equal the full salary the employee would have earned for the regular work schedule in effect at the commencement of the workers compensation leave shall be drawn only from an employee's paid leave credits including vacation, sick leave balance, or other paid leave as available.

III.J. HEALTH BENEFIT CONTRIBUTIONS

1. EMPLOYEE HEALTH CARE

167. The level of the City's contribution to employee health benefits will be set in accordance with the requirements of Charter Sections A8.423 and A8.428.

2. DEPENDENT HEALTH CARE PICK-UP

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

3. DENTAL COVERAGE

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

4. CONTRIBUTIONS WHILE ON UNPAID LEAVE

170. 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.

5. MEDICALLY SINGLE EMPLOYEES

171. For "medically single" employees, i.e., benefited employees not receiving the contribution paid by the City for dependent health care benefits, the City shall contribute all of the premium for the employee's own health care benefit coverage.
172. The aforesaid payments shall not be considered as part of an employee's salary for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, retirement benefits or retirement contributions; nor shall such contributions be taken

into account on determining the level of any other benefit which is a function of or percentage of salary.

III.K. RETIREMENT

173. The City will pick up the full amount of the employee's contribution to retirement.
174. The aforesaid contributions shall not be considered as part of an employee's compensation for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, or retirement benefits, nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary.
175. Rule changes by the City's Retirement Board regarding the crediting of accrued sick leave for retirement purposes shall be incorporated herein by reference. Any such rule change, however, shall not be subject to the grievance and arbitration provisions of this Agreement or the impasse procedures of Charter Section A8.409.
176. The parties acknowledge that the San Francisco Charter establishes the levels, terms and conditions of retirement benefits for members of the San Francisco Employees Retirement System (SFERS). The fact that a MOU does not specify that a certain item of compensation is excluded from retirement benefits should not be construed to mean that the item is included by the Retirement Board when calculating retirement benefits.

PRE-RETIREMENT SEMINAR

177. Subject to development, availability and scheduling by SFERS and PERS, employees shall be allowed not more than one day during the life of this MOU to attend a pre-retirement planning seminar sponsored by SFERS or PERS.
178. 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.
179. All such seminars must be located within the Bay Area.
180. This section shall not be subject to the grievance procedure.

III.L. VACATIONS

181. 1. Definitions - "Continuous service" for vacation allowance purposes means paid service pursuant to a regular work schedule which is not interrupted by a breach in paid service.
182. 2. Award and Accrual of Vacation - Beginning with the first full pay period after the effective date of this agreement, an employee shall be awarded the employee's vacation allowance on the first day of the pay period following the pay period in which the allowance is accrued.

183. An employee does not accrue vacation allowance in the first year of continuous service; however, at the end of one (1) year of continuous service, an employee shall be awarded a vacation allowance computed at the rate of .0385 of an hour for each hour of paid service in the preceding year.
184. At the end of five (5) years of continuous service, an employee shall be awarded a one-time vacation allowance computed at the rate of .01924 of an hour for each hour of paid service in the preceding year except that the amount of the vacation allowance shall not exceed forty (40) hours.
185. At the end of fifteen (15) years of continuous service, an employee shall be awarded a one-time vacation allowance computed at the rate of .01924 of an hour for each hour of paid service in the preceding year except that the amount of the vacation allowance shall not exceed forty (40) hours.
186. The maximum number of vacation hours an employee may accrue consists of two-hundred forty (240) hours carried forward from prior years plus the employee's maximum vacation entitlement, which is based on the number of years of service. The maximum number of vacation hours which an employee may accrue is as follows:

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

III.M. VACATION SCHEDULING

187. Each department will continue its current practice for the duration of this Agreement. Any changes in vacation scheduling will be subject to meet and confer with the Union.

III.N. VOLUNTEER/PARENTAL RELEASE TIME

188. Represented employees shall be granted paid release time to attend parent teacher conferences of up to four (4) hours per fiscal year (for children in kindergarten or grades 1 to 12).
189. 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 through 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.O. PILOT WELLNESS INCENTIVE PROGRAM

190. The City hereby establishes a pilot "wellness incentive program" to promote workforce attendance.

191. Effective July 1, 2002, any full-time employee leaving the employment of the City upon service or disability retirement may receive payment of a portion of accrued sick leave credits at the time of separation.
192. The amount of this payment shall be equal to two-and-one-half percent (2.5%) of accrued sick leave credits at the time of separation times the number of whole years of continuous employment times an employee's salary rate, exclusive of premiums or supplements, at the time of separation. Vested sick leave credits, as set forth under Civil Service Commission Rules, shall not be included in this computation.
193. Example of Calculation:
Employee A retires with 20 years of service.
Employee A has a sick leave balance of 500 hours.
Employee A has a base salary rate of \$25.00 per hour at the time of separation.
Wellness Incentive = 2.5% for each year of service x 20 years of service = 50%
50% x 500 hours = 250 hours.
250 hours x \$25.00 (base salary at time of separation) = \$6,250.00
194. The number of hours for which an employee may receive cash payments shall not exceed one thousand forty (1040) hours, including any vested sick leave.
195. A wellness incentive bonus payment shall not be considered as part of an employee's compensation for the purpose of computing retirement benefits.

ARTICLE IV - WORKING CONDITIONS

IV.A. HEALTH AND SAFETY

196. 1. The City acknowledges its responsibility to provide safe, healthful work environments for City employees.
197. 2. When an employee, in good faith, believes that a condition exists which is immediately dangerous to life or health, and that continuing to work under such conditions poses risks beyond those normally associated with the nature of the job, the employee shall so notify the supervisor and explain why he/she believes it is unsafe. If the department agrees that the assignment is hazardous or unsafe, the employee shall be reassigned, if possible, until the hazard is eliminated or until the employee has been provided with the necessary safeguards.
198. 3. If the department and the employee, or his/her designated representative, do not concur, the potentially hazardous condition shall be evaluated by the departmental Occupational Safety and Health (OSH) staff, or a member of the Department of Public Health's OSH Program staff, if the Department does not have professional OSH staff.
199. 4. Such evaluation shall be performed by appropriate health and/or safety staff (6141 OSH Manager; 6139 Senior Industrial Hygienist; 6138 Industrial Hygienist; 5177 Safety Officer; 6130 Safety Analyst) by close of business the next business day.
200. 5. In the event that either the employee or the Union disagrees with the evaluation of the three (3) person panel, they may appeal to a neutral arbitrator for an expedited hearing; the arbitrator shall be selected in advance and may be an outside (non-City) health and safety expert.
201. 6. Upon request, the City shall provide the Union departmental lists on a quarterly basis containing the vital information on all work-related injuries and illnesses. Vital information shall include the nature of the illness or injury, dates, time lost, corrective action, current status of employee and work location.

IV.B. SAFETY EQUIPMENT

202. The City agrees to provide all required safety equipment (i.e., protective eyewear, protective footwear, hearing protection) in compliance with Cal-OSHA regulations.
203. FORMER LOCAL 1327 COVERED CLASSES -- For employees in classifications covered by the terms of this MOU, the City agrees to provide safety glasses at a cost not to exceed \$3,600 per year, or \$50.00 per year per employee, whichever is the lesser amount.

IV.C. ASSAULT DATA

204. Upon request of the Union, a department shall retain and provide the Union with a copy of statistical information on assaults on employees who serve in particular classifications or at particular work sites.

IV.D. VIDEO DISPLAY EQUIPMENT WORKING CONDITIONS

205. 1. The City and the Union agree that employees working on video display equipment shall have safe and healthy work environments.
206. 2. This environment shall avoid excessive noise, crowding, contact with fumes and other unhealthy conditions. The City agrees upon request of the Union to meet and confer on ways to design the flow of work to avoid long, uninterrupted use of video display equipment by employees.
207. a. Breaks - Every employee working on video display equipment shall be required to take a break away from his/her screen of at least fifteen (15) minutes after two (2) hours' work. In the event that normal work schedules do not provide a lunch or rest break every two (2) hours, the employee shall be assigned duties away from the video display screen for fifteen (15) minutes after two (2) hours of work.
208. b. Physical Plant - The Board of Supervisors agrees to provide, subject to the budgetary and fiscal provisions of the Charter, the following physical equipment and work environment for users of video display equipment:
209. (1) Where necessary, effective glare screens shall be affixed to the front of such machines;
210. (2) Adjustable chairs, footrests and tables shall be provided to allow for adjustment of individual machines to provide each operator with optimum comfort and the minimum amount of physical stress;
211. (3) Optimal lighting conditions adapted to accommodate the types of equipment in use at each work site shall be provided;
212. (4) Prior to the acquisition of additional or re-placement machines, the City agrees to meet and consult with the Union on the design of the machines, including such features as separate keyboards, tiltable screens, phosphor colors, brightness controls and any other features relating to operator health and well being. The City will give the Union as much advance notice as possible of such changes.
213. c. Inspection of Machines - The City agrees to inspect each machine in use on a regular basis and to maintain all equipment in proper repair, state of cleanliness and working order.

IV.E. PREGNANCY

214. Upon request, the City shall attempt to temporarily reassign a pregnant employee to another position away from video display equipment for the duration of the pregnancy.

IV.F. PROTECTIVE COVERALLS

215. For employees working in classifications covered by the term of this Agreement, the City agrees to provide one clean pair of protective coveralls each working day to each employee. The cost of coveralls and laundering of the same shall be paid by the City. The employee is responsible for safeguarding coveralls issued to him/her and will be held responsible for the un-depreciated value of any coveralls lost, stolen, or damaged beyond fair wear and tear. Evidence of forced entry to an employee locker will be grounds for relieving an employee of responsibility for stolen coveralls. Responsibility for losses of individual sets of coveralls will be determined by the worker's supervisor on a case-by-case basis.
216. No employee in a classification covered by this Agreement shall be required to work in a location where he/she comes in contact with raw sewage or toxic or hazardous chemicals or substances if not provided with protective clothing as deemed appropriate for the purpose by the employee and his/her appointing officer.
217. FORMER LOCAL 1327 COVERED CLASSES -- The City agrees to provide one clean pair of protective coveralls or bib-overalls each working day to each represented employee. The option for bib-overalls or coveralls shall be given once a year. The cost of the bib-overalls or coveralls and laundering of the same shall be paid by the City. The employee is responsible for safeguarding bib-overalls and/or coveralls issued to him/her and will be held responsible for the un-depreciated value of any issued items lost, stolen, or damaged beyond fair wear and tear. Evidence of forced entry to an employee locker will be grounds for relieving an employee of responsibility for stolen bib-overalls or coveralls. Responsibility for loss of individual sets of bib-overalls or coveralls will be determined by the worker's supervisor on a case-by-case basis.

IV.G. FOUL WEATHER GEAR

218. Employees working in classifications covered by the terms of this Agreement shall not be required to perform their normal work duties in the rain without being provided adequate foul weather gear consisting of a hat, coat and boots.
219. HETCH-HETCHY ONLY – The City will provide insulated boots and insulated coveralls to employees assigned to work in snowing and freezing conditions.

IV.H. TOOL INSURANCE

220. The City agrees to indemnify employees covered under this Agreement for the loss or destruction of the employee's tools and/or tool storage units subject to the following conditions:
221. 1. These provisions shall apply when an employee's tools and/or tool storage units are lost or damaged due to fire or theft by burglary while the tools are properly on City property, being transported in a City vehicle, or being used by the employee in the course of City business;
222. 2. The employee must demonstrate that he/she has complied with all of the tool safekeeping rules required by the City at the employee's particular work location;

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

identification information. Tools and/or tool storage units which are not so marked or identified shall not be included within the coverage of this Section, and if the City has not marked the tools, the tools will be covered.

IV.I. TRAINING

- 233. Subject to available budgeted funds, Departments are encouraged to provide training for covered employees.
- 234. Access to training/educational opportunities will be made available equitably to employees covered by this Agreement in order to increase the capacity of an employee to perform his/her job and to update skills for all electronic, mechanical, and new technology.

IV.J. EMPLOYEE TRAINING AND TUITION REIMBURSEMENT PROGRAM

- 235. The City shall establish and maintain a four thousand dollar (\$4,000.00) fund for the purposes of an employee training and tuition reimbursement program for reimbursement of up to \$500 per member during each fiscal year, subject to the policies and procedures of the Department of Human Resources.

IV.K. MEAL PROVISION – HETCH-HETCHY ONLY

- 236. When an employee works longer than a ten (10) hour shift at a remote location, the City shall provide the employee with a meal, or pay the employee the current per diem rate for the meal.

IV.L. EMPLOYEE ASSISTANCE PROGRAM AND PEER COUNSELING PROGRAM

- 237. Services provided to covered employees as set forth in Appendix C.

ARTICLE V - SCOPE

238. The parties recognize that recodifications may change the references to specific Civil Service Rules and Charter sections contained herein. Therefore, the parties agree that such terms will read as if they accurately reference the same sections in their newly codified form.

V.A. SAVINGS CLAUSE

239. Should any part hereof or any provision herein contained be rendered or declared invalid by reason of conflicting with a Charter provision or existing ordinances or resolutions which the Board of Supervisors had not agreed to alter, change or modify, or as conflicting with subsequently enacted legislation, by any decree of a court, such invalidation of such portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

V.B. REOPENER

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

V.C. ZIPPER CLAUSE

241. 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.

242. Pursuant to the Zipper Clause provision in the 1997–2001 MOU, 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.

CIVIL SERVICE RULES/ADMINISTRATIVE CODE

243. 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 and confer negotiations, subject to applicable law.

V.D. DURATION OF AGREEMENT

244. This Agreement shall be effective July 1, 2001, and shall remain in full force and effect through June 30, 2003, with no re-openers except as specified herein.

IN WITNESS HEREOF, the parties hereto have executed this MOU this _____ day of _____, 2001.

FOR THE CITY AND COUNTY OF SAN FRANCISCO

FOR THE UNION

Andrea R. Gourdine
Director, Human Resource Services

John Moran
Business Representative
Machinists Automotive Trades
Local Lodge 1414

Geoffrey L. Rothman
Director, Employee Relations Division

Martin Gran
Lead Negotiator

APPROVED AS TO FORM:
LOUISE H. RENNE, CITY ATTORNEY

Linda Ross
Chief Labor Attorney

APPENDIX A
THE CITY AND COUNTY OF SAN FRANCISCO
AND
AUTOMOTIVE MACHINISTS, LOCAL 1414
PAST PRACTICES

MEAL PERIOD, CLEAN-UP, AND BREAKS

The unpaid meal period shall be thirty (30) minutes.

Each covered employee shall be provided with a ten (10) minute clean-up time prior to the meal period and a ten (10) minute clean-up time prior to the end of a shift.

Rest periods shall be one (1) fifteen minute break approximately mid-morning and one (1) fifteen minute break approximately two (2) hours after lunch or at approximately the sixth (6th) hour into the shift.

LOCKERS

Lockers and a locker change room will continue to be made available at work locations where they are currently provided.

PARKING

Assigned parking provided at work locations where it is currently provided as available.

EMPLOYEE FACILITIES

Lunch break areas with tables, chairs, stove, refrigerator, microwave, coffee maker, sink, and dishwashing area will continue at work locations where they are currently provided.

Candy and soda machines will continue at work locations where they are currently available, subject to third party (vendor) involvement.

Coffee truck service at breaks and meal period will continue as currently available, subject to third party (vendor) involvement.

Bottled water provided at all fixed locations.

Showers will continue to be available at work locations where they are currently provided.

The City will pay for the repair or replacement of any power or pneumatic tools, personally owned by an employee, when the Department requires the employee to provide said tools.

The City will provide any specialty or custom tools required by the Department.

OVERTIME WHEEL GUIDELINES

(Applies Only to San Francisco Municipal Transportation Agency (“MTA”) -Motor Coach Division)

The intent of the overtime wheel is to insure that each employee (by classification) is offered an equal opportunity to work overtime as required by the MOU between Local 1414 and the City and County of San Francisco. One overtime wheel is to be used anytime overtime is being offered for each classification. Senior Controller and Controller classifications shall be on the same wheel. A separate wheel will be used for holidays by classification.

The overtime wheel is established using MTA Division Seniority within classification: Classification within the Body Shop and the Control Rooms shall stand alone in regards to distribution of overtime. The distribution of overtime shall be offered to both the machinists and mechanics by a predetermined and posted ratio of their respective numbers, e.g., three (3) mechanics to every one machinist. In the event that the overtime is offered in Running Repair, the machinists shall be excluded.

Division Management will establish the number of employees that are required to work overtime to meet the needs of the MTA Whenever overtime work is being offered, the supervisor will start with the first eligible name on the overtime list and offer the overtime to that employee first and will then offer the overtime in descending order until the number of people required to work overtime is reached. When overtime is offered in less than an eight (8) hour block, rotation will not be affected until there is an accumulation of eight (8) hours.

Division Management will keep posted at all times the last completed overtime offer list. This will allow employees to know in advance when it will be their next turn to be offered overtime. The overtime wheel listing will be updated every time employee moves into or out of the division. Their eligibility to work overtime is based on the effective date of the DAR. If an employee does not accept the offer of working overtime, it shall be considered the same as having worked for the purpose of meeting the requirements of offering overtime on a fair and equal basis.

Employees Are Not Allowed To Trade Overtime Opportunities

If employees work an eight (8) hour block of overtime at another division or within their own assigned division out of rotation, they will have their name bypassed during the next overtime offer in their domicile division. Because scheduled overtime is used to support the MTA’s requirement to provide service to the people of San Francisco, any employee who agrees to work overtime but fails to report to work may be subject to disciplinary action consistent with the policies and practices of the railway.

If employee accepts an overtime offer and then is not able to work the overtime, he/she must inform the shift supervisor prior to the start of the shift. Call-in phone numbers will be posted to each division. Each completed overtime offer list will be maintained by Division Maintenance for a minimum of thirty-six (36) months. These records will be available for review by the Union upon request.

In an emergency, a supervisor may call-in employees based on the employees' ability to respond to the emergency in a timely manner. Any employee who works overtime in an emergency situation will only have their name bypassed consistent with previously described guidelines. The supervisor who calls an employee in on emergency basis, will submit to the General Superintendent of the Motor Coach Division, with a copy to the Shop Steward, written justification as to why the overtime wheel was not followed, a copy of the justification will be made available to the Union upon request.

Failure on a supervisor's part to follow these guidelines could result in the supervisor being subject to discipline for "*Inattention to Duties*".

As of September 12, 1995, the ratio for the distribution of overtime is as follows:

WOODS: 46 mechanics
 16 machinists

Ratio is three (3) mechanics to every 1 machinists.

Flynn, Army and Kirkland have no machinists. Therefore, there is no need for the ratio system. If there should be a change in the number of mechanics or machinists assigned at the divisions, the ratio shall be re-calculated.

Lunch and Break Policy for Hetch-Hetchy Water and Power as follows:

Rest Breaks: Two fifteen minute breaks per eight-hour shift. To be taken at two and six hours after start of shift (exceptions, see emergency road crews below).

Break: One 30 minute lunch period per eight hour shift. Lunch breaks to be scheduled four hours after start of shift or within a five hours period if deemed appropriate by department General Foreman. (exceptions: see emergency road crews below)

Conduct During Breaks: All breaks shall be taken within the vicinity of the work area. Shop personnel shall confine break activities to allow for return to work after fifteen minutes has elapsed.

Field personnel shall take breaks in the immediate vicinity of work areas, no special travel to restaurants, coffee chops, etc, shall be made for the sole purpose of taking breaks. Employees who wish to partake of refreshments during their break shall transport same to site in appropriate food and beverage containers.

Lunch Breaks: Employees shall take lunch breaks within an area that allows for reasonable contact (five minutes or less) in the event of a trouble call. Employees shall not be limited in the location of lunch breaks (exceptions taverns, bars, etc.) so long as their whereabouts are known. Transportation to restaurants, stores etc. for the sole purpose of taking lunch break is prohibited.

When occasioned by an emergency road call or scheduled work project or for any other reason where road crews are working in an area that does not provide

access to restaurants, stores, etc, employees shall bring their lunch in portable food and beverage containers.

Emergency Road Crews: Breaks to be scheduled two hours after start of shift and six hours after start of shift. When breaks are interrupted by trouble calls, breaks shall be taken as soon as possible after trouble call has ended.

If the first break in a shift cannot be taken due to an interruption by a trouble call occurring one-half hour before the start of the lunch break, then the start of the first break may be deferred until fifteen minutes prior to the lunch break, and the first break and the lunch break may be taken consecutively.

Lunch Breaks: Emergency crews shall have scheduled lunch breaks. Lunch breaks interrupted by trouble call may be resumed after trouble has been serviced. Lunch breaks that cannot be resumed shall be compensated at overtime rates if the employee works over eight hours during that shift. All other rules as covered above under lunch breaks shall be in effect.

The following rules cover all shop and field personnel covered by the collective bargaining agreement.

The department is authorized to amend any and all of the above past practices where such action is deemed by the department management to be in the best interest of the city, subject to meet and confer.

VACATION BID PROCEDURE

Applies Only to San Francisco Municipal Transportation Agency (“MTA”)

Seniority within classification will be used to establish the order of bid and will be used to settle all disputes over vacation bids during the sign-up period.

The vacation sign-up period will be from December 1 to December 31. The vacation period that will be bid for will be from February 1 to January 31 of the following year.

Seniority, as defined above will be used, to establish the order of bid, etc.

All vacation hours accrued on the payroll print-out sheet on the closing date (December 31) can be bid at that time.

Cancellation of vacations

If someone cancels vacation that they previously bid for or wishes to change vacation time off, they can only arrange the new vacation on an as available, first come-first serve basis. If two or more people attempt to arrange, on the same day, vacation on this basis, seniority within classification will prevail. It is understood that the five-day advance notice rule applies.

Bump procedure and vacation

It is understood that if someone exercises the bump procedure to change shifts or location, or bumps for an open position, they will lose their bid vacation and will have to apply for vacation on an as available, first come-first serve basis at their new shift or location. The person being bumped does not lose his vacation bid.

It is understood that the 10% rule, by classification, dealing with staffing requirements within shop departments will be used to limit the vacation slots available this year as well as subsequent years unless changed through meet and confer.

SHIFT ASSIGNMENTS

Applies Only to San Francisco Municipal Transportation Agency (“MTA”)

1. The MTA shall give at least one week’s written notice to the Employee of a Shift change, whether the Change be from one (1) Shift to another Shift, or a change in days off, or a combination of both, unless mutually agreed to by Employee and the MTA
2. Shift assignments, location or workweek shall be made on the following criteria:
 - a. Subject to qualifications of the employee seniority on permanent appointment within classification in the MTA
 - b. Subject to qualifications of the employee seniority on temporary appointment within classification in the MTA
3. Subject to qualifications of the employee, an employee will be permitted to displace another employee with lesser seniority as to work location, shifts or days off within Municipal Railway, provided that the displacing employee gives notice of displacement on a Form prescribed by the MTA at least two (2) weeks, fourteen (14) calendar days in advance of the requested date of change. The displaced employee will assume the shift, days, work location, or combination of same, of the displacing employee.
4. Displacement rights under this Section will be accomplished without payment of overtime.
5. An employee who exercises a displacement for shifts, days off, work location, or a combination of same cannot be displaced for six (6) months and he cannot exercise another displacement for six (6) months thereafter.
6. Vacancies will be posted.
7. In filling vacated jobs, if there is no application for transfer, the MTA shall use reverse seniority of qualified employees.

DISPLACEMENT PROCEDURE CLARIFICATION

Applies Only to San Francisco MTA

All available vacant assignments that result from any action of Management or Requisition for New Employee or filling a previously vacated assignment will be posted to all locations where employees are eligible to participate in this bump procedure. Seniority shall be the deciding factor among those who wish to take the available vacant assignment.

All of the above available assignments will be posted for at least two (2) weeks. The final date to receive a request for these assignments will be clearly stated on the posting and shall not exceed fifteen (15) days from the first day of posting.

Management may fill the posted position temporarily as convenient, during the posting period.

Anyone who is displaced as a result of a Manager's decision to change available assignments will be eligible to exercise his seniority to displace another employee.

When filling vacant assignments, the most senior employee who bids for that assignment must be eligible to use the bump procedure and must use the bump procedure to fill that assignment.

The second situation must be addressed is available vacant assignments that result from a requisition for a new employee. These available assignments shall be posted as per this clarification. If a senior employee wishes to take that new assignment as described above, the newly hired employee will fill the assignment vacated by that senior employee. For the next thirty (30) calendar days, the newly hired employee shall be subject to displacement according to the bump procedure. On the thirty-first (31st) day of employment, the newly hired employee shall then be "locked" into his present assignment for the remainder of his six (6) month probationary period.

APPENDIX B
MTA PERFORMANCE INCENTIVE PROGRAM
&
MTA ATTENDANCE INCENTIVE PROGRAM

The MTA Performance and Attendance Incentive Programs of this Appendix apply only to employees in “service-critical” classes at MTA.

The benefits of these programs are only available to “service-critical” employees while employed at MTA. Employees who leave or transfer out of “service-critical” employment at MTA lose the benefits of these programs.

**MTA
PERFORMANCE INCENTIVE PROGRAM**

A Performance Incentive Program is established for “service-critical” employees at the Municipal Transportation Agency (MTA) in each of the following Occupational Groups:

- **Maintenance Group**
- **Operations Group**
- **Administration Group**

Service Standards are developed for each Occupational Group, and Performance Goals are established for each Service Standard. Service-critical employees responsible for achievement of Performance Goals are identified for each goal.

SERVICE STANDARDS

The following Service Standards are established for each Occupational Group:

MAINTENANCE GROUP:

1. Percentage of vehicles that run on time according to published schedules.
2. Increase vehicle miles between road calls by mode.
3. Total number days of unscheduled absences.
4. Total number of lost days due to industrial injury/illness.

OPERATIONS GROUP:

1. Percentage of vehicles that run on time according to published schedules.
2. Percentage of scheduled hours delivered.
3. Total number days of unscheduled absences.
4. Total number of lost days due to industrial injury/illness

ADMINISTRATION GROUP:

1. Percentage of vehicles that run on time according to published schedules.
2. Total number days of unscheduled absences.

HOW PROGRESS IS MEASURED

Performance Goals will be developed each fiscal year for the above listed Service Standards. For each Performance Goal, a Mode and/or Division Goal may be established. Progress toward achievement of these Performance Goals will be tracked and measured each fiscal year. A “Qualifying Fiscal Year” is defined as follows:

July 1, 2001 – June 30, 2002
July 1, 2002 – June 30, 2003

When Performance Goals are achieved, Incentive Bonuses will be paid to eligible employees in each Occupational Group at the end of a fiscal quarter during which goal(s) were achieved. A “Qualifying Fiscal Quarter” is defined as follows:

1. July 1, - September 30
2. October 1, - December 31
3. January 1, - March 31
4. April 1, - June 30

INCENTIVE BONUSES

Incentive Bonuses will be paid quarterly based on Occupational Group achievement of one or more of the Performance Goals established for each Service Standard. Separate bonuses will be paid based on achievement of overall Occupational Group Goals and/or Mode or Division Goals.

Incentive Bonuses will be paid to each eligible “service-critical” employee of an Occupational Group following a Qualifying Calendar Quarter during which a group goal(s) were achieved. Bonuses will be paid no later than sixty (60) calendar days following the end of a Qualifying Calendar Quarter during which group goals were achieved. Incentive Bonuses will be itemized and paid by check to each eligible group member, after deducting applicable federal and state taxes.

Incentive Bonuses shall not be considered as part of an employee’s compensation for the purpose of computing retirement benefits.

Incentive Bonuses will be paid to eligible “service-critical” employees based on the achievement of Occupational Group and/or Mode/Division Goals as follows:

OVERALL GROUP GOALS

| Number of Goals Achieved | Quarterly Bonus |
|---------------------------------|------------------------|
| Four (4) Group Goals achieved | \$150.00 |
| Three (3) Group Goals achieved | 90.00 |
| Two (2) Group Goals achieved | 60.00 |
| One (1) Group Goal achieved | 30.00 |

MODE/DIVISION GOALS

| Number of Goals Achieved | Quarterly Bonus |
|--|------------------------|
| Four (4) Mode/Division Goals achieved | \$225.00 |
| Three (3) Mode/Division Goals achieved | 150.00 |
| Two (2) Mode/Division Goals achieved | 90.00 |
| One (1) Mode/Division Goals achieved | 60.00 |

ELIGIBLE EMPLOYEE CRITERIA

To be eligible to receive payment of an Incentive Bonus, an employee must have actually worked a minimum of 400 hours in each Qualifying Fiscal Quarter, and not have sustained discipline of a

suspension or higher. Authorized absences including vacation, legal holidays, and floating holidays shall be considered as “time worked” when computing actual hours worked.

GOAL MONITORING AND MEASUREMENT

Performance Goals will be monitored, measured, and reported in the San Francisco Municipal Railway “Services Standards” Quarterly Report.

SENIOR MANAGEMENT AND SENIOR ADMINISTRATIVE CLASSIFICATIONS

When more than one goal is achieved, the amount of Incentive Bonuses for “service-critical” senior level management and senior administrative classifications with multi-divisional or multi-mode responsibility will be determined by the General Manager in his/her sole discretion. Classifications so affected are identified for each goal.

**MAINTENANCE GROUP
PERFORMANCE GOALS**

GOAL #1:

To assure that vehicles run on time according to published schedules (no more than 4 minutes late or 1 minute early) measured at terminals and established intermediate points.

OVERALL GROUP GOALS

| FISCAL YEARS | OVERALL GOAL | QUARTER GOALS |
|------------------------------|--------------|---------------|
| July 1, 2001 – June 30, 2002 | 75% | |
| July 1, - September 30 | | 65% |
| October 1, - December 31 | | 65% |
| January 1, - March 31 | | 70% |
| April 1, - June 30 | | 75% |
| July 1, 2002 – June 30, 2003 | 80% | |
| July 1, - September 30 | | 75% |
| October 1, - December 31 | | 76% |
| January 1, - March 31 | | 78% |
| April 1, - June 30 | | 80% |

MODE/DIVISION GOALS

| FISCAL YEARS | LRV | CABLE CAR | TROLLEY | DIESEL |
|-------------------------------------|-----|-----------|---------|--------|
| July 1, 2001 – June 30, 2002 | | | | |
| July 1, - September 30 | % | % | % | % |
| October 1, December 31 | % | % | % | % |
| January 1, - March 31 | % | % | % | % |
| April 1, - June 30 | % | % | % | % |
| July 1, 2002 – June 30, 2003 | | | | |
| July 1, - September 30 | % | % | % | % |
| October 1, - December 31 | % | % | % | % |
| January 1, - March 31 | % | % | % | % |
| April 1, - June 30 | % | % | % | % |

**MAINTENANCE GROUP
PERFORMANCE GOALS**

GOAL #2:

To increase vehicle miles between road calls by mode.

MODE GOALS

(July 1, 2001 – June 30, 2002)

| MOTOR COACH: | Quarter Goals |
|---------------------|----------------------|
| Flynn-Artic | TBD |
| Woods | “ “ |
| Kirkland | “ “ |

TROLLEY COACH

| | |
|-------------------|-----|
| Potrero Artic | “ “ |
| Potrero Standard | “ “ |
| Presidio Standard | “ “ |

RAIL

| | |
|---------------------------|-----|
| Boeing Light Rail Vehicle | “ “ |
| Breda Light Rail Vehicle | “ “ |
| PCC | “ “ |

CABLE CAR

“ “

MODE GOALS

(July 1, 2002 – June 30, 2003)

| MOTOR COACH: | Quarter Goals |
|---------------------|----------------------|
| Flynn-Artic | TBD |
| Woods | “ “ |
| Kirkland | “ “ |

TROLLEY COACH

| | |
|-------------------|-----|
| Potrero Artic | “ “ |
| Potrero Standard | “ “ |
| Presidio Standard | “ “ |

RAIL

| | |
|---------------------------|-----|
| Boeing Light Rail Vehicle | “ “ |
| Breda Light Rail Vehicle | “ “ |
| PCC | “ “ |

CABLE CAR

“ “

**MAINTENANCE GROUP
PERFORMANCE GOALS**

GOAL #3:

To reduce the total number of unscheduled absences.*

*[Unscheduled Absences includes the following categories: Sick pay (with pay), Sick Leave (without pay), AWOL, Workers Comp, SDI, and Assault Pay.]

| Fiscal Years | Overall Goal | Quarter Goals |
|------------------------------|---------------------|----------------------|
| July 1, 2001 – June 30, 2002 | 5% | |
| July 1, - September 30 | | 2% |
| October 1, - December 31 | | 3% |
| January 1, - March 31 | | 4% |
| April 1, - June 30 | | 5% |
| | | |
| July 1, 2002 – June 30, 2003 | 4% | |
| July 1, - September 30 | | 1% |
| October 1, - December 31 | | 2% |
| January 1, - March 31 | | 3% |
| April 1, - June 30 | | 4% |

GOAL #4:

To reduce the total number of lost days due to industrial injury/illness.

| Fiscal Years | Overall Goal | Quarter Goals |
|------------------------------|---------------------|----------------------|
| July 1, 2001 – June 30, 2002 | 5% | |
| July 1, - September 30 | | 2% |
| October 1, - December 31 | | 3% |
| January 1, - March 31 | | 4% |
| April 1, - June 30 | | 5% |
| | | |
| July 1, 2002 – June 30, 2003 | 4% | |
| July 1, - September 30 | | 1% |
| October 1, - December 31 | | 2% |
| January 1, - March 31 | | 3% |
| April 1, - June 30 | | 4% |

**OPERATIONS GROUP
PERFORMANCE GOALS**

GOAL #1:

To assure that vehicles run on time according to published schedules (no more than 4 minutes late or 1 minute early) measured at terminals and established intermediate points.

OPERATIONS GROUP GOALS

| FISCAL YEARS | OVERALL GOAL | QUARTER GOALS |
|------------------------------|---------------------|----------------------|
| July 1, 2001 – June 30, 2002 | 75% | |
| July 1, - September 30 | | 65% |
| October 1, - December 31 | | 65% |
| January 1, - March 31 | | 70% |
| April 1, - June 30 | | 75% |
| July 1, 2002 – June 30, 2003 | 80% | |
| July 1, - September 30 | | 75% |
| October 1, - December 31 | | 76% |
| January 1, - March 31 | | 78% |
| April 1, - June 30 | | 80% |

MODE/DIVISION GOALS

| FISCAL YEARS | LRV | CABLE CAR | TROLLEY | DIESEL |
|------------------------------|------------|------------------|----------------|---------------|
| July 1, 2001 – June 30, 2002 | | | | |
| July 1, - September 30 | % | % | % | % |
| October 1, December 31 | % | % | % | % |
| January 1, - March 31 | % | % | % | % |
| April 1, - June 30 | % | % | % | % |
| July 1, 2002 – June 30, 2003 | | | | |
| July 1, - September 30 | % | % | % | % |
| October 1, - December 31 | % | % | % | % |
| January 1, - March 31 | % | % | % | % |
| April 1, - June 30 | % | % | % | % |

**OPERATIONS GROUP
PERFORMANCE GOALS**

GOAL #2:

To assure that scheduled service hours are delivered and scheduled vehicles begin service at the scheduled time.

MODE GOALS

(July 1, 2001 – June 30, 2002)

| MOTOR COACH: | Quarter Goals |
|----------------------|----------------------|
| Flynn | 97% |
| Woods | 97% |
| Kirkland | 97% |
| TROLLEY COACH | |
| Potrero | 97% |
| Presidio | 97% |
| RAIL | |
| Green | 97% |
| Cable Car | 97% |

MODE GOALS

(July 1, 2002 – June 30, 2003)

| MOTOR COACH: | Quarter Goals |
|----------------------|----------------------|
| Flynn | 97.5% |
| Woods | 97.5% |
| Kirkland | 97.5% |
| TROLLEY COACH | |
| Potrero | 97.5% |
| Presidio | 97.5% |
| RAIL | |
| Green | 97.5% |
| Cable Car | 97.5% |

**OPERATIONS GROUP
PERFORMANCE GOALS**

GOAL #3:

To reduce the total number days of unscheduled absences.*

*[Unscheduled Absences includes the following categories: Sick pay (with pay), Sick Leave (without pay), AWOL, Workers Comp, SDI, and Assault Pay.]

| Fiscal Years | Overall Goal | Quarter Goals |
|------------------------------|---------------------|----------------------|
| July 1, 2001 – June 30, 2002 | 10% | |
| July 1, - September 30 | | 7% |
| October 1, - December 31 | | 8% |
| January 1, - March 31 | | 9% |
| April 1, - June 30 | | 10% |
| | | |
| July 1, 2002 – June 30, 2003 | 7% | |
| July 1, - September 30 | | 4% |
| October 1, - December 31 | | 5% |
| January 1, - March 31 | | 6% |
| April 1, - June 30 | | 7% |

GOAL #4:

To reduce the total number of lost days due to industrial injury/illness.

| Fiscal Years | Overall Goal | Quarter Goals |
|------------------------------|---------------------|----------------------|
| July 1, 2001 – June 30, 2002 | 5% | |
| July 1, - September 30 | | 2% |
| October 1, - December 31 | | 3% |
| January 1, - March 31 | | 4% |
| April 1, - June 30 | | 5% |
| | | |
| July 1, 2002 – June 30, 2003 | 4% | |
| July 1, - September 30 | | 1% |
| October 1, - December 31 | | 2% |
| January 1, - March 31 | | 3% |
| April 1, - June 30 | | 4% |

**ADMINISTRATION GROUP
PERFORMANCE GOALS**

GOAL #1:

To assure that vehicles run on time according to published schedules (no more than 4 minutes late or 1 minute early) measured at terminals and established intermediate points.

ADMINISTRATION GROUP GOALS

| FISCAL YEAR | OVERALL GOAL | QUARTER GOALS |
|------------------------------|---------------------|----------------------|
| July 1, 2001 – June 30, 2002 | 75% | |
| July 1, - September 30 | | 65% |
| October 1, - December 31 | | 65% |
| January 1, - March 31 | | 70% |
| April 1, - June 30 | | 75% |
| July 1, 2002 – June 30, 2003 | 80% | |
| July 1, - September 30 | | 75% |
| October 1, - December 31 | | 76% |
| January 1, - March 31 | | 78% |
| April 1, - June 30 | | 80% |

MODE/DIVISION GOALS

| LRV | CABLE CAR | TROLLEY | DIESEL |
|------------------------------|------------------|---------------------|----------------------|
| FISCAL YEARS | | OVERALL GOAL | QUARTER GOALS |
| July 1, 2001 – June 30, 2002 | | 75% | |
| July 1, - September 30 | | | 65% |
| October 1, December 31 | | | 65% |
| January 1, - March 31 | | | 70% |
| April 1, - June 30 | | | 75% |
| July 1, 2002 – June 30, 2003 | | 80% | |
| July 1, - September 30 | | | 75% |
| October 1, - December 31 | | | 76% |
| January 1, - March 31 | | | 78% |
| April 1, - June 30 | | | 80% |

**ADMINISTRATION GROUP
PERFORMANCE GOALS**

GOAL #2:

To reduce the total number days of unscheduled absences.*

*[Unscheduled Absences includes the following categories: Sick pay (with pay), Sick Leave (without pay), AWOL, Workers Comp, SDI, and Assault Pay.]

| Fiscal Years | Overall Goal | Quarter Goals |
|------------------------------|---------------------|----------------------|
| July 1, 2001 – June 30, 2002 | 5% | |
| July 1, - September 30 | | 2% |
| October 1, - December 31 | | 3% |
| January 1, - March 31 | | 4% |
| April 1, - June 30 | | 5% |
| | | |
| July 1, 2002 – June 30, 2003 | 4% | |
| July 1, - September 30 | | 1% |
| October 1, - December 31 | | 2% |
| January 1, - March 31 | | 3% |
| April 1, - June 30 | | 4% |

EXHIBIT A

The following “service-critical” Job Classifications are covered under Maintenance Group Goals #1, #2, #3 and #4.

| Code | Classification Title | Code | Classification Title |
|-------------|---|-------------|---|
| | Sheetmetal, Local 104 | 7458 | Switch Repairer |
| 6235 | Heating and Ventilating Inspector | 7514 | General Laborer |
| 7376 | Sheet Metal Worker | 7540 | Track Maintenance Worker |
| | Automotive Machinist, Local 1414 | | Operating Engineers, Local 3 |
| 7126 | Mechanical Shop and Equipment Sup. | 7110 | Mobile Equipment Assistant Sup. |
| 7225 | Transit Paint Shop Sup. | 7328 | Operating Engineer |
| 7228 | Auto Transit Shop Sup. | | Stationary Engineers, Local 39 |
| 7241 | Senior Maintenance Controller | 7120 | Building and Grounds Maint. Sup. |
| 7249 | Automotive Mechanic Sup. | 7205 | Chief Stationary Engineer |
| 7254 | Automotive Machinist Sup. | 7223 | Cable Machinery Sup. |
| 7258 | Maintenance Machinist Sup. | 7262 | Maintenance Planner |
| 7264 | Auto Body Fender Sup. | 7286 | Wire Rope Cable Maintenance Sup. |
| 7305 | Blacksmith | 7333 | Apprentice Stationary Engineer |
| 7306 | Auto Body Fender Worker | 7334 | Stationary Engineer |
| 7309 | Car and Auto Painter | 7335 | Senior Stationary Engineer |
| 7313 | Automotive Machinist | 7472 | Wire Rope Cable Maint. Mechanic |
| 7322 | Auto Body Fender Worker Asst. Sup. | 7473 | Wire Rope Cable Maint. Mech. Trn. |
| 7332 | Maintenance Machinist | | Painters, Local 4 |
| 7340 | Maintenance Controller | 7242 | Painter Sup. |
| 7381 | Auto Mechanic | 7346 | Painter |
| 7382 | Auto Mechanic Assistant Sup. | | Electrical Workers, Local 6 |
| 7387 | Upholsterer | 6252 | Line Inspector |
| 7434 | Maintenance Machinist Helper | 7214 | Electrical Transit Equipment Sup. |
| | TWU, Local 200 | 7216 | Electrical Transit Shop Sup. |
| 7412 | Automotive Service Worker Asst. Sup | 7235 | Transit Power Line Sup. |

| | | | |
|------|-------------------------------|------|-----------------------------------|
| | IFPTE, Local 21 | 7238 | Electrician Sup. |
| 9195 | LRV Equipment Engineer | 7244 | Power Plant Sup. |
| 9196 | Senior LRV Equipment Engineer | 7253 | Electrical Transit Mechanic Sup. |
| 9197 | Signal and Systems Engineer | 7255 | Power House Electrical Sup. |
| | Teamsters, Local 853 | 7256 | Electric Motor Repairer Sup. |
| 7251 | Track Maintenance Worker Sup. | 7274 | Transit Power Line Sup. II |
| 7355 | Truck Driver | 7279 | Power House Electrician Sup. |
| | Carpenters, Local 22 | 7287 | Sup. Electrical Maintenance Tech. |
| 7226 | Carpenter Sup. | 7318 | Electrical Maintenance Technician |
| 7342 | Locksmith | 7319 | Electric Motor Repairer |
| 7344 | Carpenter | 7329 | Electric Maint. Tech. Asst. Sup. |
| 7358 | Pattern Maker | 7338 | Electrical Line Worker |
| | Laborers, Local 261 | 7345 | Electrician |
| 7215 | General Laborer Sup. | 7364 | Power House Operator |

EXHIBIT A

The following “service-critical” Job Classifications are covered under Maintenance Group Goals #1, #2, #3 and #4.

| Code | Classification Title | Code | Classification Title |
|-------------|--|-------------|---|
| | Electrical Workers, Local 6 | | TWU, Local 250-A |
| 7365 | Senior Power House Operator | 7410 | Automotive Service Worker |
| | Unrepresented | | Municipal Executives Association |
| 7371 | Electrician Transit Shop | 7283 | Track Maintenance Superintendent |
| 7380 | Elect. Transit Mech. Asst. Sup | 9142 | Transit Manager III* |
| 7390 | Welder | 9143 | Senior Operations Manager* |
| 7408 | Assistant Power House Operator | 9184 | Deputy General Manager* |
| 7430 | Assistant Electrical Maint. Technician | 9185 | Chief Operating Officer* |
| 7432 | Electrical Line Helper | 9189 | Director of Planning* |
| 7510 | Lighting Fixture Maintenance Worker | | |
| | Glaziers, Local 718 | | |
| 7326 | Glazier | * | Amount of Incentive, if any, determined by the General Manager. |

| | |
|------|---|
| | Maintenance Goal # 4 - ONLY |
| | Workers Compensation Section |
| | IFPTE, Local 21 |
| 1244 | Senior Personnel Analyst |
| 1824 | Principal Administrative Analyst |
| | |

EXHIBIT B

The following “service-critical” Job Classifications are covered under Operations Group Goals #1, #2, #3 and #4.

| | Classification Title |
|-------------|---|
| Code | |
| | TWU, Local 200 |
| 9139 | Transit Sup. |
| 9140 | Transit Manager I |
| 9141 | Transit Manager II |
| 9150 | Train Control Operator |
| 9173 | System Safety Inspector |
| | IFPTE, Local 21 |
| 5177 | Safety Officer |
| 5288 | Transit Planner II |
| 5289 | Transit Planner III |
| 5290 | Transit Planner IV |
| 6130 | Safety Analyst |
| | TWU, Local 250A |
| 9132 | Transit Fare Inspector |
| | Municipal Executives Association |
| 9142 | Transit Manager III* |
| 9143 | Senior Operations Manager* |
| 9146 | Manager, Accessible Services* |
| 9184 | Deputy General Manager* |
| 9185 | Chief Operating Officer* |

| | |
|------|---|
| 9189 | Director of Planning* |
| * | Amount of Incentive, if any, determined by the General Manager. |

| | |
|------|---|
| | Operations Goal # 4 - ONLY |
| | Workers Compensation Section |
| | IFPTE, Local 21 |
| 1244 | Senior Personnel Analyst |
| 1824 | Principal Administrative Analyst |

EXHIBIT C

The following “service-critical” Job Classifications are covered under Administration Group Goals #1 and #2.

| Code | Classification Title | Code | Classification Title |
|-------------|--------------------------------|-------------|----------------------------------|
| | TWU, Local 200 | 1655 | Systems Accountant |
| 1773 | Media Training Specialist | 1657 | Senior Systems Accountant |
| | IFPTE, Local 21 | 1658 | Chief Accountant |
| 1002 | IS Operator, Journey | 1804 | Statistician |
| 1004 | IS Operator, Analyst | 1806 | Senior Statistician |
| 1011 | IS Technician, Assistant | 1823 | Senior Administrative Analyst |
| 1013 | IS Technician, Senior | 1824 | Principal Administrative Analyst |
| 1022 | IS Administrator II | 1827 | Administrative Services Manager |
| 1023 | IS Administrator III | 1944 | Materials Coordinator |
| 1024 | IS Administrator, Supervisor | 1950 | Assistant Purchaser |
| 1042 | IS Engineer, Journey | 2591 | Health Program Coordinator I |
| 1043 | IS Engineer, Senior | 2822 | Health Educator |
| 1044 | IS Engineer, Principal | 2992 | Contract Compliance Officer I |
| 1051 | IS Business Analyst, Assistant | 5174 | Administrative Engineer |
| 1053 | IS Business Analyst, Senior | 5201 | Junior Engineer |
| 1054 | IS Business Analyst, Principal | 5204 | Assistant Civil Engineer |
| 1061 | IS Program Analyst, Assistant | 5205 | Associate Materials Engineer |

| | | | |
|------|-------------------------------|------|---------------------------------|
| 1062 | IS Programmer Analyst | 5206 | Associate Civil Engineer |
| 1064 | IS Programmer Analyst, Senior | 5208 | Civil Engineer |
| 1070 | IS Project Director | 5210 | Senior Civil Engineer |
| 1203 | Personnel Technician | 5212 | Principal Civil Engineer |
| 1231 | Assistant Manager, EEO | 5236 | Assistant Electrical Engineer |
| 1233 | EEO Program Specialist | 5238 | Associate Electrical Engineer |
| 1241 | Personnel Analyst | 5240 | Senior Electrical Engineer |
| 1244 | Senior, Personnel Analyst | 5242 | Principal Electrical Engineer |
| 1246 | Principal Personnel Analyst | 5252 | Assistant Mechanical Engineer |
| 1312 | Public Information Officer | 5254 | Associate Mechanical Engineer |
| 1314 | Public Relations Officer | 5256 | Mechanical Engineer |
| 1365 | Special Assistant VI | 5258 | Principal Mechanical Engineer |
| 1367 | Special Assistant VIII | 5354 | Electrical Engineer Associate I |
| 1368 | Special Assistant IX | 5360 | Civil Engineering Assistant I |
| 1369 | Specialist Assistant X | 5362 | Civil Engineering Assistant II |
| 1370 | Special Assistant XI | 5364 | Civil Engineering Associate I |
| 1452 | Executive Secretary II | 5366 | Civil Engineering Associate II |
| 1454 | Executive Secretary III | 5380 | Student Engineer Trainee |
| 1650 | Accountant | 6137 | Assistant Industrial Hygenist |
| 1652 | Senior Accountant | 6138 | Industrial Hygenist |
| 1654 | Principal Accountant | 6318 | Construction Inspector |

EXHIBIT C

The following “service-critical” Job Classifications are covered under Administration Group Goals #1 and, #2.

| Code | Classification Title | Code | Classification Title |
|-------------|---|-------------|---------------------------------|
| | Municipal Executives Association | | Unrepresented |
| 1071 | IS Manager | 8121 | Investigator |
| 1270 | Departmental Personnel Officer | 1942 | Assistant Materials Coordinator |
| 1272 | Sr. Departmental Personnel Officer | 2978 | Contract Compliance Officer II |
| 1276 | Departmental Personnel Director | 5502 | Project Manager I |
| 1372 | Special Assistant XIII | 5504 | Project Manager II |
| 1374 | Special Assistant XV | 5506 | Project Manager III |
| 1375 | Special Assistant XVI | 5508 | Project Manager IV |
| 1376 | Special Assistant XVII | | |
| 1377 | Special Assistant XVIII | | |
| 1675 | Supervising Fiscal Officer | | |

| | | | |
|------|------------------------------|---|---|
| 1658 | Chief Accountant | | |
| 5186 | Financial Manager | | |
| 5212 | Principal Engineer | | |
| 7130 | General Superintendent | | |
| 8221 | Chief, Protective Services | | |
| 9146 | Manager, Accessible Services | | |
| 9184 | Deputy General Manager* | | |
| 9185 | Chief Operating Officer* | | |
| 9189 | Director of Planning* | * | Amount of Incentive, if any, determined by the General Manager. |

MTA
ATTENDANCE INCENTIVE PROGRAM
 (Non Transit Operator personnel)

The following Attendance Incentive Program is established for non Transit Operator, “service-critical” employees at the Municipal Transportation Agency (MTA).

This MTA Attendance Incentive Program is available to “service-critical” personnel in Groups A and B as indicated on Exhibits A and B, and is offered separate and apart from any Wellness or Sick Leave “cash out” program the City may offer. The benefits of this program are not vested, and are only available to employees while in active employment status at the MTA. MTA employees who take employment in other City departments lose the benefits of this program upon the effective date of such non MTA employment.

ANNUAL SICK LEAVE “CASH OUT”/TIME OFF OPTIONS

If at the end of a “Qualifying Calendar Period” a full-time “service-critical” employee has not used more than a total of forty (40) hours (part-time “service-critical” employees twenty (20) hours) of sick leave, with or without pay, and or Disability Leave, and in addition has not been absent from work due to either Absence Without Leave (AWOL), leave without pay, or disciplinary suspension, may convert sick leave hours to “cash” or “time off” based on their accrued sick leave balance as shown below.

| | | |
|--------------------------------------|-------------------|-----------------|
| FULL-TIME | GROUP A | GROUP B |
| QUALIFYING BALANCE | “CASH OUT” | TIME OFF |
| 240 hours or more sick leave balance | 40 hours | 3 days |
| | | |
| PART-TIME | GROUP A | GROUP B |
| QUALIFYING BALANCE | “CASH OUT” | TIME OFF |
| 120 hours or more sick leave balance | 20 hours | 2 days |

Attendance Incentive Bonuses shall be paid to each qualifying employee no later than one (1) calendar month following the end of the Qualifying Calendar Period.

Employees in the groups eligible for the “time off” option shall be allowed to take their days off within ten (10) calendar months following the end of the Qualifying Calendar Period. The days off may be taken in single day increments or all at one time, subject to department/section scheduling.

NOTE: All sick leave hours “cashed out” or “taken off” shall be deducted from an employee’s total sick leave balance, however sick leave hours “cashed out” or “taken off” shall not count towards the forty (40) hours of sick leave used during the “Qualifying Calendar Period” above.

QUALIFYING CALENDAR PERIOD

For purposes of this Attendance Incentive Program a “Qualifying Calendar Period” is defined as follows:

- July 1, 2001 – June 30, 2002
- July 1, 2002 – June 30, 2003

Sick leave hours “cashed out” shall be paid based on the employee’s “base hourly rate,” exclusive of any other premiums. The aforementioned incentive “cash out” premium shall not be considered as part of an employee’s compensation for the purpose of computing retirement benefits.

GROUP A

The following “service-critical” Job Classifications are covered under the “Cash Out” option of the Attendance Incentive Program.

| Code | Classification Title | Code | Classification Title |
|-------------|---|-------------|---------------------------------------|
| | Sheetmetal, Local 104 | 7514 | General Laborer |
| 6235 | Heating and Ventilating Inspector | 7540 | Track Maintenance Worker |
| 7376 | Sheet Metal Worker | | Operating Engineers, Local 3 |
| | Automotive Machinist, Local 1414 | 7110 | Mobile Equipment Assistant Sup. |
| 7126 | Mechanical Shop and Equipment Sup. | 7328 | Operating Engineer |
| 7225 | Transit Paint Shop Sup. | | Stationary Engineers, Local 39 |
| 7228 | Auto Transit Shop Sup. | 7120 | Building and Grounds Maint. Sup. |
| 7241 | Senior Maintenance Controller | 7205 | Chief Stationary Engineer |
| 7249 | Automotive Mechanic Sup. | 7223 | Cable Machinery Sup. |
| 7254 | Automotive Machinist Sup. | 7262 | Maintenance Planner |
| 7258 | Maintenance Machinist Sup. | 7286 | Wire Rope Cable Maintenance Sup. |
| 7264 | Auto Body Fender Sup. | 7333 | Apprentice Stationary Engineer |
| 7305 | Blacksmith | 7334 | Stationary Engineer |
| 7306 | Auto Body Fender Worker | 7335 | Senior Stationary Engineer |
| 7309 | Car and Auto Painter | 7472 | Wire Rope Cable Maint. Mechanic |
| 7313 | Automotive Machinist | 7473 | Wire Rope Cable Maint. Mech. Trn. |
| 7322 | Auto Body Fender Worker Asst. Sup. | | Painters, Local 4 |
| 7332 | Maintenance Machinist | 7242 | Painter Sup. |
| 7340 | Maintenance Controller | 7346 | Painter |
| 7381 | Auto Mechanic | | Electrical Workers, Local 6 |

| | | | |
|------|-------------------------------------|------|-----------------------------------|
| 7382 | Auto Mechanic Assistant Sup. | 6252 | Line Inspector |
| 7387 | Upholsterer | 7214 | Electrical Transit Equipment Sup. |
| 7434 | Maintenance Machinist Helper | 7216 | Electrical Transit Shop Sup. |
| | TWU, Local 200 | 7235 | Transit Power Line Sup. |
| 7412 | Automotive Service Worker Asst. Sup | 7238 | Electrician Sup. |
| 9139 | Transit Sup. | 7244 | Power Plant Sup. |
| 9140 | Transit Manager I | 7253 | Electrical Transit Mechanic Sup. |
| 9141 | Transit Manager II | 7255 | Power House Electrical Sup. |
| 9150 | Train Control Operator | 7256 | Electric Motor Repairer Sup. |
| | Teamsters, Local 853 | 7274 | Transit Power Line Sup. II |
| 7251 | Track Maintenance Worker Sup. | 7279 | Power House Electrician Sup. |
| 7355 | Truck Driver | 7287 | Sup. Electrical Maintenance Tech. |
| | Carpenters, Local 22 | 7318 | Electrical Maintenance Technician |
| 7226 | Carpenter Sup. | 7319 | Electric Motor Repairer |
| 7342 | Locksmith | 7329 | Electric Maint. Tech. Asst. Sup. |
| 7344 | Carpenter | 7338 | Electrical Line Worker |
| 7358 | Pattern Maker | 7345 | Electrician |
| | Laborers, Local 261 | 7364 | Power House Operator |
| 7215 | General Laborer Sup. | 7365 | Senior Power House Operator |
| 7458 | Switch Repairer | 7371 | Electrician Transit Shop |

GROUP A

The following “service-critical” Job Classifications are covered under the “Cash Out” option of the Attendance Incentive Program.

| | Classification Title |
|-------------|--|
| Code | |
| | Electrical Workers, Local 6 |
| 7380 | Elect. Transit Mech. Asst. Sup |
| 7390 | Welder |
| 7408 | Assistant Power House Operator |
| 7430 | Assistant Electrical Maint. Technician |
| 7432 | Electrical Line Helper |
| 7510 | Lighting Fixture Maintenance Worker |
| | Glaziers, Local 718 |
| 7326 | Glazier |
| | TWU, Local 250-A |

| | |
|------|---------------------------|
| 7410 | Automotive Service Worker |
| 9132 | Transit Fare Inspector |

GROUP B

The following “service-critical” Job Classifications are covered under the “Time Off” option of the Attendance Incentive Program.

| Code | Classification Title | Code | Classification Title |
|-------------|--------------------------------|-------------|----------------------------------|
| | TWU, Local 200 | 1657 | Senior Systems Accountant |
| 1773 | Media Training Specialist | 1658 | Chief Accountant |
| 9173 | System Safety Inspector | 1804 | Statistician |
| | IFPTE, Local 21 | 1806 | Senior Statistician |
| 1002 | IS Operator, Journey | 1823 | Senior Administrative Analyst |
| 1004 | IS Operator, Analyst | 1824 | Principal Administrative Analyst |
| 1011 | IS Technician, Assistant | 1827 | Administrative Services Manager |
| 1013 | IS Technician, Senior | 1944 | Materials Coordinator |
| 1022 | IS Administrator II | 1950 | Assistant Purchaser |
| 1023 | IS Administrator III | 2591 | Health Program Coordinator I |
| 1024 | IS Administrator, Supervisor | 2822 | Health Educator |
| 1042 | IS Engineer, Journey | 2992 | Contract Compliance Officer I |
| 1043 | IS Engineer, Senior | 5174 | Administrative Engineer |
| 1044 | IS Engineer, Principal | 5201 | Junior Engineer |
| 1051 | IS Business Analyst, Assistant | 5204 | Assistant Civil Engineer |
| 1053 | IS Business Analyst, Senior | 5205 | Associate Materials Engineer |
| 1054 | IS Business Analyst, Principal | 5206 | Associate Civil Engineer |
| 1061 | IS Program Analyst, Assistant | 5208 | Civil Engineer |
| 1062 | IS Programmer Analyst | 5210 | Senior Civil Engineer |
| 1064 | IS Programmer Analyst, Senior | 5212 | Principal Civil Engineer |
| 1070 | IS Project Director | 5236 | Assistant Electrical Engineer |
| 1203 | Personnel Technician | 5238 | Associate Electrical Engineer |
| 1231 | Assistant Manager, EEO | 5240 | Senior Electrical Engineer |
| 1233 | EEO Program Specialist | 5242 | Principal Electrical Engineer |
| 1241 | Personnel Analyst | 5252 | Assistant Mechanical Engineer |
| 1244 | Senior, Personnel Analyst | 5254 | Associate Mechanical Engineer |
| 1246 | Principal Personnel Analyst | 5256 | Mechanical Engineer |
| 1312 | Public Information Officer | 5258 | Principal Mechanical Engineer |
| 1314 | Public Relations Officer | 5288 | Transit Planner II |
| 1365 | Special Assistant VI | 5289 | Transit Planner III |
| 1367 | Special Assistant VIII | 5290 | Transit Planner IV |

| | | | |
|------|-------------------------|------|---------------------------------|
| 1368 | Special Assistant IX | 5354 | Electrical Engineer Associate I |
| 1369 | Specialist Assistant X | 5360 | Civil Engineering Assistant I |
| 1370 | Special Assistant XI | 5362 | Civil Engineering Assistant II |
| 1452 | Executive Secretary II | 5364 | Civil Engineering Associate I |
| 1454 | Executive Secretary III | 5366 | Civil Engineering Associate II |
| 1650 | Accountant | 5380 | Student Engineer Trainee |
| 1652 | Senior Accountant | 6130 | Safety Analyst |
| 1654 | Principal Accountant | 6137 | Assistant Industrial Hygenist |
| 1655 | Systems Accountant | 6138 | Industrial Hygenist |

GROUP B

The following “service-critical” Job Classifications are covered under the “Time Off” option of the Attendance Incentive Program.

| Code | Classification Title |
|-------------|---|
| | IFPTE, Local 21 |
| 6318 | Construction Inspector |
| 9195 | LRV Equipment Engineer |
| 9196 | Senior LRV Equipment Engineer |
| 9197 | Signal and Systems Engineer |
| | Municipal Executives Association |
| 1071 | IS Manager |
| 1270 | Departmental Personnel Officer |
| 1272 | Sr. Departmental Personnel Officer |
| 1276 | Departmental Personnel Director |
| 1372 | Special Assistant XIII |
| 1374 | Special Assistant XV |
| 1375 | Special Assistant XVI |
| 1376 | Special Assistant XVII |
| 1377 | Special Assistant XVIII |
| 1675 | Supervising Fiscal Officer |
| 1658 | Chief Accountant |
| 5186 | Financial Manager |
| 5212 | Principal Engineer |
| 7130 | General Superintendent |
| 7283 | Track Maintenance Superintendent |

| | |
|------|---------------------------------|
| 8221 | Chief, Protective Services |
| 9142 | Transit Manager III |
| 9143 | Senior Operations Manager |
| 9146 | Manager, Accessible Services |
| 9184 | Deputy General Manager |
| 9185 | Chief Operating Officer |
| 9186 | General Manager |
| 9189 | Director of Planning |
| | Unrepresented |
| 8121 | Investigator |
| 1942 | Assistant Materials Coordinator |
| 2978 | Contract Compliance Officer II |
| 5502 | Project Manager I |
| 5504 | Project Manager II |
| 5506 | Project Manager III |
| 5508 | Project Manager IV |

APPENDIX C

EMPLOYEE ASSISTANCE PROGRAM AND PEER COUNSELING PROGRAM

Transport Workers Union Locals 250A and 200, Automotive Mechanics Local 1414, Teamsters Local 853, International Brotherhood of Electrical Workers Local 6, Laborers Union Local 261, Service Employees International Union Local 790, Stationary Engineers Local 39, and Glazier and Glass Workers, Local 718, and the Municipal Transportation Agency (“MTA”) 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 City.

If the City 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 City 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 City 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 City 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 MTA 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 City-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 MTA may elect to combine the joint labor-management committee established here and in the Local 250A Agreement.

(2) Substance Abuse Program:

The MTA 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 City 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 City 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) MTA Liaison:

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

(d) Qualifications:

- A MUNI employee who has previous counseling experience or is interested in peer counseling and is willing to make a two year commitment to pursue training and education toward certification as a drug and alcohol counselor
OR
- A MUNI employee who was a former substance abuser who has been clean and sober for a least two years and who continues to participate in a twelve step program
OR
- A MUNI employee who has had experience with family members' substance abuse and who had participated in a self-help group for co-dependency
AND
- A MUNI employee who is respected by their peers, the union, and the management
AND
- A MUNI employee who is committed to the goals of the Peer Assistance Program

(e) Duties:

- Assist employees in accessing the Voluntary Substance Abuse Program and EAP.
- Provide on-going support and case management for clients in the Voluntary Substance Abuse Program.
- Abide by state and federal confidentiality laws.

- Publicize the EAP verbally and through distribution of literature.
- Provide employees with information regarding the EAP and Voluntary Substance Abuse programs and create a forum for employees to discuss their concerns.
- Assist in publication of Voluntary Substance Abuse Program newsletter.
- Seek out opportunities to participate in training programs to further develop knowledge and skills.
- Develop and implement new ideas to increase utilization and maximize the effectiveness of the EAP and Voluntary Substance Abuse Programs.
- Develop and maintain a professional environment in which to interact with clients.
- Develop a group of volunteers in the divisions to support the goals of the EAP and Voluntary Substance Abuse Programs.
- Assist in education and training sessions for new and existing employees.
- Keep accurate records of client contacts and promotional activities.

(f) Staffing:

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

(g) Volunteer Peer Assistants:

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

(h) Functions:

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

(i) Civil Service Commission Approval:

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

C. PAY STATUS DURING VOLUNTARY SELF-REFERRAL TREATMENT (VOLUNTARY SUBSTANCE ABUSE PROGRAM)

- (1) An employee who has a drug and/or alcohol abuse problem and has not been selected for drug and/or alcohol testing can voluntarily refer him/herself to the EAP for treatment. The EAP will evaluate the employee and make a specific

determination of appropriate treatment. An employee who has completed two rehabilitation programs may not elect further rehabilitation under this program.

- (2) In the case of the up to two voluntary, employee-initiated referrals, the MTA 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 City.

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 MTA and the City recognize the rights of employees and/or the Unions, who may consider themselves aggrieved by any discipline proposed, to raise such grievance through the authorized grievance procedure. The MTA 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.

AMENDMENT No. 1
TO THE 2001-2003 COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
AUTOMOTIVE MACHINISTS, LOCAL 1414

The parties hereby amend Article III.C of the Memorandum of Understanding to correct a clerical error by removing the following provision:

Article III.C, part 6 STANDBY PAY

FOR THE CITY

FOR THE UNION

Date _____

Date _____

Geoffrey Rothman, Director
Employee Relations Division
Department of Human Resources

John Moran
Business Representative
Machinists Automotive Trades
Local Lodge 1414

APPROVED AS TO FORM:

LOUISE H. RENNE
City Attorney

Martin Gran
Deputy City Attorney