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**IDnum** 88      **Language** English      **Country** United States      **State** CA

**Union** Teamsters (International Brotherhood of Teamsters) AFL-CIO

**Local** Local 853

Occupations Represented
Truckdrivers and driver/sales workers

**Bargaining Agency** City and County of San Francisco

**Agency industrial classification (NAICS):**

92 (Public Administration)

**BeginYear** 2001      **EndYear** 2003

**Source** <http://www.ci.sf.ca.us/dhr/mou/L853TEAMSTERSTRUCKDRIVERS/853%20Teamsters%20FY01-03.pdf>

**Original\_format** PDF (unitary)

**Notes**

**Contact**

**Full text contract begins on following page.**

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**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN AND FOR**  
**THE CITY AND COUNTY OF SAN FRANCISCO**  
**AND**  
**TEAMSTERS, LOCAL 853**  
**JULY 1, 2001 - JUNE 30, 2003**

**TABLE OF CONTENTS**

**ARTICLE I - REPRESENTATION.....1**

    I.A. RECOGNITION..... 1

    I.B. INTENT ..... 1

    I.C. NO STRIKE PROVISION..... 1

    I.D. OBJECTIVE OF THE CITY AND MANAGEMENT RIGHTS..... 1

    I.E. GRIEVANCE PROCEDURE ..... 2

    I.F. AGENCY SHOP..... 6

**ARTICLE II - EMPLOYMENT CONDITIONS .....9**

    II.A. PERSONNEL FILES ..... 9

    II.B. SUBCONTRACTING ..... 9

        1. "Prop J." Contracts ..... 9

        2. Personal Services Contracts ..... 10

    II.C. SENIORITY ..... 10

    II.D. TRUCK DRIVER ASSIGNMENTS ..... 11

    II.E. COMMERCIAL LICENSE UPGRADE..... 11

    II.F. FEES FOR ADDITIONAL LICENSE AND/OR ENDORSEMENTS TO A  
        COMMERCIAL DRIVERS LICENSE ..... 11

**ARTICLE III - PAY, HOURS AND BENEFITS ..... 12**

    III.A. WAGES ..... 12

    III.B. MAINTENANCE AND CHARGES ..... 12

    III.C. WORK SCHEDULES..... 12

    III.D. COMPENSATION FOR VARIOUS WORK SCHEDULES ..... 15

    III.E. SHIFT BIDDING – PUBLIC UTILITIES COMMISSION ..... 15

    III.F. ADDITIONAL COMPENSATION ..... 16

        NO PYRAMIDING ..... 16

        STANDBY PAY..... 16

        TRAVEL PAY..... 16

        ACTING ASSIGNMENT PAY ..... 17

        NIGHT DUTY PREMIUM..... 17

        CALL BACK..... 17

        LEAD PERSON PAY..... 18

        PAY FOR CLASS 7355 TRUCK DRIVER WHEN ASSIGNED TO  
        DIFFERENT EQUIPMENT ..... 18

            1. Boom Truck And Front-End Loader Premium ..... 18

            2. Tow Tilt Trailers, Trailers, Or Other Equipment Over 6000  
            Pounds Gross Weight Premium..... 18

            3. Semi-Tractor Trailer Combinations Premium ..... 18

            4. Portable Toilet Vacuum Truck Premium ..... 19

            5. Sewer Cleaner And Catch Basin/Storm Drain Cleaner Truck Premium..... 19

    III.G. MTA PERFORMANCE/ATTENDANCE INCENTIVES ..... 19

    III.H. OVERTIME COMPENSATION ..... 19

    III.I. HOLIDAYS AND HOLIDAY PAY..... 20

III.J. VOLUNTEER/PARENTAL RELEASE TIME.....	23
III.K. TIME OFF FOR VOTING.....	23
III.L. SALARY STEP PLAN AND SALARY ADJUSTMENTS .....	23
III.M. METHODS OF CALCULATION.....	26
III.N. SENIORITY INCREMENTS CALCULATION .....	26
III.O. SICK LEAVE WITH PAY LIMITATION .....	27
III.P. STATE DISABILITY INSURANCE (“SDI”).....	28
III.Q. LONG-TERM DISABILITY INSURANCE .....	28
III.R. HEALTH BENEFIT CONTRIBUTIONS .....	28
City Contribution .....	28
Medically Single Coverage .....	28
Dental Coverage.....	29
Dependent Health Care Pick-Up.....	29
III.S. RETIREMENT .....	29
RETIREMENT SEMINAR RELEASE TIME .....	30
III.T. PILOT WELLNESS INCENTIVE PROGRAM.....	30
III.U. FAIR LABOR STANDARDS ACT .....	31
III.V. RETURN TO WORK .....	31
<b>ARTICLE IV - WORKING CONDITIONS.....</b>	<b>35</b>
IV.A. PRE-TRIP INSPECTION .....	32
IV.B. PHYSICAL FITNESS .....	32
IV.C. PROTECTIVE CLOTHING .....	32
IV.D. HEALTH & SAFETY.....	32
IV.E. SAFE DRIVING INCENTIVE PROGRAM .....	33
IV.F. TUITION REIMBURSEMENT PROGRAM.....	33
IV.G. EMPLOYEE ASSISTANCE PROGRAM (EAP) AND PEER COUNSELING PROGRAM .....	34
<b>ARTICLE V - SCOPE.....</b>	<b>35</b>
V.A. SAVINGS CLAUSE.....	35
V.B. DURATION OF AGREEMENT.....	35
<b>APPENDIX A: MTA ATTENDANCE INCENTIVE PROGRAM.....</b>	<b>A-1</b>
<b>APPENDIX B: EAP AND PEER COUNSELING PROGRAM .....</b>	<b>B-1</b>

## **MEMORANDUM OF UNDERSTANDING**

1. This Memorandum of Understanding (hereinafter "MOU") is entered into by the City and County of San Francisco (hereinafter "City") through its designated representative acting on behalf of the Board of Supervisors and the Teamsters, Local 853 (hereinafter "Union").

### **ARTICLE I - REPRESENTATION**

#### **I.A. RECOGNITION**

2. The City acknowledges that the Union has been certified by 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 Unit 1-F classification:

7251 Track Maintenance Worker Supervisor I  
7355 Truck Driver

#### **I.B. INTENT**

3. It is the intent of the parties signatory hereto that the provisions of this MOU shall not become binding until adopted or accepted by the Board of Supervisors by appropriate action. Moreover, it is the intent of the Mayor acting on behalf of the City, to agree to wages, hours and other terms and conditions of employment as are within the Mayor's jurisdiction, powers and authority to act as defined by the Charter, state law, California Constitution, and other applicable bodies of the law. The Mayor does not intend nor attempt to bind any board, commission or officer to any provisions of this agreement over which the Mayor has no jurisdiction.
4. Provisions of this MOU which are in conflict with provisions of ordinances, resolutions, rules or regulations over which the Board has jurisdiction to act, shall prevail. Unless an existing ordinance, resolution, rule or regulation is specifically discussed and changed, deleted or modified by the terms of this MOU, it shall be deemed to remain in full operational effect.

#### **I.C. NO STRIKE PROVISION**

5. It is mutually agreed and understood that during the period this MOU is in force and effect, the Union will not authorize or engage in any strike, slowdown, or work stoppage. As required by the Charter, represented employees are also bound by the above and to the extent required by the Charter, agree not to honor a strike or picket line of any other City employees. The City agrees not to conduct a lockout against any of the employees covered by this MOU during the terms of this MOU.

#### **I.D. OBJECTIVE OF THE CITY AND MANAGEMENT RIGHTS**

6. It is agreed that the delivery of municipal services in the most efficient, effective, and

courteous manner is of paramount importance to the City and its employees. Such achievement is recognized to be a mutual obligation of the parties to this MOU within their respective roles and responsibilities.

7. The Union recognizes the City's right to establish and/or revise performance levels, standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees. The City shall meet and confer prior to the implementation of any production quotas.
8. Employees who work at less than acceptable levels of performance may be subject to disciplinary measures.
9. The City and County of San Francisco and its Departments retain all rights as set forth in the provisions in the Charter of the City and County of San Francisco, existing ordinances and Civil Services Rules establishing and regulating the Civil Service System; provided, however, that amendments to said existing ordinances and civil services rules may be proposed by the Civil Service Commission through the meeting and conferring process. Changes to any existing ordinances or Civil Service Commission Rules are not subject to the MOU grievance procedure set forth herein. These rights include but are not limited to the power, duty and right to: direct the work of employees; hire, promote, assign and retain employees; suspend or terminate employees; evaluate employees; determine and implement the methods, means, assignments, classifications and personnel by which its operations are to be conducted, including staffing levels; and to initiate, prepare, modify and administer its budget. The City and its Departments have the right to promulgate reasonable rules and regulations pertaining to the employee covered by this MOU, so long as these rules and regulations or any of the other rights in this paragraph do not conflict with any term or condition of this MOU.

**I.E. GRIEVANCE PROCEDURE**

10. The following procedures are adopted by the parties to provide for the orderly and efficient disposition of grievances and are the sole and exclusive procedures for resolving grievances as defined herein.
11. A grievance is defined as an allegation by an employee, a group of employees or the Union that the City has violated, misapplied or misinterpreted a term or condition of employment provided in this Agreement.

A grievance does not include the following:

12. 1. Performance evaluations, provided however, that employees shall be entitled to submit written rebuttals to unfavorable performance evaluations. Said rebuttal shall be attached to the performance evaluation and placed in the

employee's official personnel file.

13. 2. Written reprimands, provided however, that employees shall be entitled to append a written rebuttal to any written reprimand. The appended rebuttal shall be included in the employee's official personnel file. Employees are required to submit written rebuttals within twenty (20) calendar days from the date of the reprimand.

#### **Time Limits**

14. The time limits set forth herein may be extended by agreement of the parties. Any such extension must be confirmed in writing. For purposes of calculation of time a "day" is defined as a "calendar day," including weekends and holidays.
15. In the event a grievance is not filed or appealed in a timely manner it shall be dismissed. Failure of the City to timely reply to a grievance shall authorize appeal to the next grievance step.

#### **Steps of the Procedure - Non-Disciplinary Grievances**

16. Except for grievances involving multiple employees or multiple departments, all non-disciplinary grievances must be initiated at Step 1 of the grievance procedure.
17. A grievance affecting more than one employee shall be filed with the appointing officer or designee at Step 3. Grievances affecting more than one department shall be filed with the Employee Relations Division at Step 4. In the event the City disagrees with the level at which the grievance is filed it may submit the matter to the Step it believes is appropriate for consideration of the dispute.
18. The grievant may have a Union representative present at all steps of the grievance procedure.
19. Step 1:  
An employee shall discuss the grievance informally with his/her immediate supervisor as soon as possible but in no case later than twenty (20) days from the date of the occurrence of the act, or the date the grievant might reasonably have been expected to have learned of the alleged violation being grieved.
20. If the grievance is not resolved within seven (7) days after contact with the immediate supervisor, the grievant will submit the grievance in writing to the immediate supervisor on a mutually agreeable grievance form. The grievance will set forth:
  - 1) the facts of the grievance;
  - 2) the terms and conditions of employment claimed to have been violated, misapplied or misinterpreted, and
  - 3) the remedy or solution being sought by the grievant.

21. The immediate supervisor shall respond in writing within ten (10) days following receipt of the written grievance.
22. Step 2:  
A grievant dissatisfied with the immediate supervisor's response at Step 1 may appeal to the intermediate supervisor, in writing within ten (10) days of receipt of the step 1 answer. The intermediate supervisor must respond in writing within fifteen (15) days of receipt of the grievance.
23. Step 3:  
A grievant dissatisfied with the intermediate supervisor's response at Step 2 may appeal to the Appointing Officer or designee, in writing, within fifteen (15) days of receipt of the Step 2 answer. The Appointing Officer or designee shall respond in writing within fifteen (15) days of receipt of the grievance.
24. Step 4:  
A grievant dissatisfied with the Appointing Officer's response at Step 3 may appeal to the Employee Relations Director at the Employee Relations Division ("ERD"), in writing, within twenty (20) days of receipt of the Step 3 answer. The Director shall respond to the appeal in writing within twenty (20) days of receipt of the appeal.
25. Arbitration:  
If the Union is dissatisfied with the Step 4 answer, it may invoke arbitration by notifying the Employee Relations Director at ERD in writing, within twenty (20) days of receipt of the Step 4 decision.

#### **Selection of the Arbitrator**

26. When a matter is appealed to arbitration the parties shall first attempt to mutually agree upon an Arbitrator to hear the matter. In the event no agreement is reached within ten (10) working days, or any extension of time mutually agreed upon the parties shall request that the State Mediation and Conciliation Service provide the parties with a list of seven (7) potential arbitrators. The parties, by lot, shall alternately strike names from the list, and the name which remains shall be the arbitrator designated to hear the particular matter.
27. The parties may, by mutual agreement, agree to an alternate method of arbitrator selection and appointment, including, the expedited appointment of an arbitrator from a list provided by the State Mediation and Conciliation Service.

#### **Discipline /Discharge Grievances**

28. Permanent non-probationary employees and provisional employees who have served the equivalent of a probationary period may not be disciplined without just cause, and suspensions, disciplinary demotions or discharges may be grieved. This does not apply to exempt or at-will employees.



### **Steps of the Procedure -- Disciplinary Grievances**

29. Step 1:  
The grievant and/or the Union shall submit in writing to the Appointing Officer or designee a grievance appealing the disciplinary action within fifteen (15) days of the mailing date of the written notice. The grievance shall set forth the basis of the appeal. The Appointing Officer or designee shall respond within fifteen (15) days following receipt of the appeal.
30. Step 2:  
The Union may appeal the Appointing Officer's decision to the Director of Employee Relations in writing within ten (10) days. The Director may convene a grievance meeting within twenty (20) days with the grievant and the grievant's Union. The Director shall respond to the grievance in writing within ten (10) days of the meeting or if none is held within twenty (20) days of receipt of the appeal.
31. If the decision of the Director, ERD, is unsatisfactory only the Union may file a written appeal to arbitration with the ERD no later than fifteen (15) days following issuance of the final City decision.

### **Selection of the Arbitrator – Disciplinary Grievances**

32. Selection of an arbitrator shall be as in paragraph 26 above.

### **Authority of the Arbitrator**

33. The arbitrator shall have no authority to add to, subtract from, modify or amend the terms of this Agreement. The decision of the Arbitrator shall be final and binding on all Parties.

### **Fees and Expenses of Arbitrator**

34. Each party shall bear its own expenses in connection with the arbitration, including, but not limited to, witness and attorney's fees, and any fees for preparation of the case. Transcripts shall not be required except that either party may request a transcript provided, however, that the party making such a request shall be solely responsible for the cost. All fees and expenses of the arbitrator and the court reporter, if any, shall be split equally between the parties.

### **Hearing Dates and Date of Award**

35. The parties shall make their best efforts to schedule hearings within forty (40) days of selection of an arbitrator. Awards shall be due within forty (40) days following the receipt of closing arguments. As a condition of appointment arbitrators shall be advised of this requirement and shall certify their willingness to abide by these time limits. These time limits can be waived by mutual agreement.

36. Any claim for monetary relief shall not extend more than twenty (20) days prior to the filing of a grievance, unless considerations of equity or bad faith justify a greater entitlement. The arbitrator shall be required to deduct from any monetary awards all income derived from any subsequent employment, unemployment compensation, or other public benefit received by the employee.

**I.F. AGENCY SHOP**

37. A. Upon request of the Union, the City shall arrange for the conducting of an election on the issue of implementing an agency shop within the classification represented by the Union, provided that the election requirement shall be waived upon a showing that two-thirds (2/3) of all employees in the unit are dues paying members of the recognized employee organization.
38. If agency shop is approved by a majority of those eligible to vote or by a showing of two-thirds (2/3) membership, the City agrees to establish an agency shop within the represented unit. Thereafter, the City and the Union shall meet and confer regarding procedures for the implementation and administration of an agency shop.
39. B. Once agency shop has been established pursuant to the implementation procedures outlined in paragraphs 37 and 38, the following shall prevail.

**Section 1: APPLICATION**

40. Except as provided otherwise herein, these provisions shall apply to all employees of the City in all classifications represented by the Union in representation Unit 1 when on paid status.
41. These provisions shall not apply to individual employees of the City in representation Unit 1 who have been properly designated as management, confidential or supervisory employees pursuant to Section 16.208 of the Employee Relations Ordinance.
42. The Employee Relations Director shall give the Union no less than ten working days prior notice of any such proposed designation. 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. Disputes regarding such designations shall promptly be resolved pursuant to Section 16.208(b) of the Employee Relations Ordinance.

**Section 2: AGENCY SHOP FEE**

43. All current and future employees of the City as described in Section 1 hereof, except as set forth below, shall, as a condition of continued employment, become and remain a member of the Union or, in lieu thereof, shall pay a service fee to the Union. Such service fee payment shall not exceed the periodic dues of the Union. Service fees will be assessed as of the time the fees are set in accordance with applicable law,

including:

44. (1) Annually, the Union will provide an explanation of the fee and sufficient financial information to enable the service fee payer to gauge the propriety of the fees;
45. (2) The Union will provide a reasonably prompt opportunity for members of the bargaining unit to challenge the amount of the fee before an impartial decision maker; and
46. (3) The Union will provide for an escrow account of amounts reasonably in dispute during an appeal. A description of the actual fee setting procedure shall be added to this MOU as an addendum when established.

**Section 3: RELIGIOUS EXEMPTIONS**

47. Any employee of the City in a classification described in Section 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 proof of membership and historical objection satisfactory to the City and the Union, be relieved of any obligation to pay the required service fee.

**Section 4: PAYROLL DEDUCTIONS**

48. The Union shall provide the Employee Relations Director and the City Controller with a current statement of membership fees. Said statement of membership fees shall be amended as necessary. The Controller may take up to 30 days to implement such changes.
49. The Controller shall make membership fee or service fee deductions, as appropriate, from the regular periodic payroll warrant of each City employee described in Section 1 hereof.
50. Service fees from nonmembers shall be collected by payroll deduction pursuant to Administrative Code Section 16.90, provided, however, that an employee may elect to make said service fee payments personally to the Union, and shall so inform the Controller on form provided by the City. Employees shall receive and complete at the time of employment an authorization to deduct membership or agency fees. Said employees shall also be notified of their right to make direct payments to the Union. Failure to comply with this Section shall be grounds for termination, in accordance with applicable City procedures.

**Section 5: REVOCATION OF AGENCY SHOP FEE**

51. The agency shop fee provision covering the bargaining unit herein may be rescinded as provided by state law. The Employee Relations Director shall consult with the

Union and promulgate rules necessary for the conduct of said rescission elections.

**Section 6: INDEMNIFICATION**

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

**Section 7: HUDSON COMPLIANCE NOTICE**

53. 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.

## ARTICLE II - EMPLOYMENT CONDITIONS

### II.A. PERSONNEL FILES

54. 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 of actual work shall not be used for disciplinary purposes provided the employee has no subsequent disciplinary action since the date of such prior action. Performance evaluations are excluded from this provision.
55. 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 more turpitude; acts which present an immediate danger to the public health and safety. In such cases, an employee's request for non-consideration may be considered on a case by case basis, depending upon the circumstances, by the Appointing Officer or designee. This section may be reopened at the request of either party.

### II.B. SUBCONTRACTING

#### Subcontracting of Work

#### 1. "Prop J." Contracts

56. The City agrees to notify the Union no later than the date a department sends out Requests for Proposals when contracting out a City service and authorization of the Board of Supervisors is necessary in order to enter into said contract.
57. 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.
58. 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:
59. a. possible alternatives to contracting or subcontracting;
60. b. questions regarding current and intended levels of service;
61. c. questions regarding the Controller's certification pursuant to Charter Section 10.104 -15;
62. d. questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio; and

63. e. questions relating to the effect on individual worker productivity by providing labor saving devices.
64. 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**

65. 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.
66. If the Union wishes to meet with a department over a proposed personal services contract, the request must be made by the Union to the Human Resources Director with a copy forwarded to the appropriate department within two weeks after the receipt of notice by the Department.
67. Discussions shall include, but not be limited to, possible alternatives to contracting or subcontracting and whether the department staff has the expertise and/or facilities to perform the work. Upon request by the Union, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.

## **II.C. SENIORITY**

68. Seniority shall be defined as length of continuous service as a permanent employee within a department. In case of a tie in seniority, highest rank on the list shall prevail.
69. Except in emergencies, in filling of job vacancies within a departmental operating unit where there is a change in the rate of pay (within the shift - as determined by starting times), qualifications will be the prime factor considered. If, however, employees are approximately equal, as determined by management, the most senior person will be assigned to the job where practical.
70. All Departments which used the bid process in Fiscal Year 1997-98 shall bid in the first work week in December of each year, to be implemented on the first work day of the second pay period in January each year. It is understood that there is no vested right to any particular assignment and management may change assignments for safety and other legitimate operational needs. The evaluation of qualifications, ability and operational practicality shall be a management determination, provided, however, that such determination shall not be arrived at on an arbitrary, capricious or discriminatory basis. Minimum qualifications published by the Department of Human Resources for

examination purposes shall not be construed to be final in determining eligibility. Management shall be under no obligation to provide training for the purpose of meeting qualifications for the employee's benefit.

71. Implementation of this provision is subject to appropriate procedures being established between the Union and departments and election to assignments will not result in increased cost to the City.

#### **II.D. TRUCK DRIVER ASSIGNMENTS**

72. It is understood and agreed that the Civil Service Commission has sole and exclusive jurisdiction over issues of classification. It is further agreed that:
73. Effective July 1, 1991, a classification 7355 Truck Driver will be assigned to drive truck(s) one ton and over during the course of a normal work shift performed on public street, where the truck(s) is/are:
74. a. Designed primarily for the loading, transportation, and unloading of freight, aggregates, debris, or similar bulk commodities; and
75. b. Predominantly a part of an ongoing process of loading, transportation, and unloading, from point to point, of freight, aggregates, debris, or similar bulk commodities; and
76. c. Not normally operated by other Civil Service classifications.
77. Nothing herein shall conflict with Charter provisions or Civil Service Commission rules.

#### **II.E. COMMERCIAL LICENSE UPGRADE**

78. When a Class 7355 Truck Driver or Class 7251 Track Maintenance Worker Supervisor I is required by a Department to upgrade his/her California Commercial Drivers License, the Department shall provide the proper vehicle for the employee to be tested by the Department of Motor Vehicles.

#### **II.F. FEES FOR ADDITIONAL LICENSE AND/OR ENDORSEMENTS TO A COMMERCIAL DRIVERS LICENSE**

79. Fees charged by the Department of Motor Vehicles for additional license and/or endorsements to a commercial drivers license shall be reimbursed by the City when the Appointing Officer requires an existing Class 7355 Truck Driver or Class 7251 Track Maintenance Worker Supervisor I to add such license and/or endorsements which are beyond the scope of the employee's original conditions of employment.

## ARTICLE III - PAY, HOURS AND BENEFITS

### III.A. WAGES

80. All employees covered by this MOU shall receive base salary increases during the term of this agreement according to the following schedule:

Effective July 1, 2001	Effective January 5, 2002
3.0%	2.0%

Effective July 1, 2002	Effective January 4, 2003
2.5%	2.5%

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

### III.B. MAINTENANCE AND CHARGES

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

### III.C. WORK SCHEDULES

84. a. A normal work week for all classification 7355 Truck Drivers shall consist of forty (40) hours worked from Monday through Friday inclusive, subject to the provisions below.
85. b. The Union and the City recognize the need for a work week other than Monday through Friday in the Bureau of Environmental Services, and upon execution of this MOU, the Bureau of Environmental Services may establish work weeks and schedules other than Monday through Friday. The number of positions which may be established with a non-Monday through Friday work week shall be limited to the number of employees in the Bureau of Environmental Services who became permanent employees after January 1, 1990, until that number reaches 45% of the total number of budgeted Classification 7355 Truck Driver positions in the Bureau.
86. Implementation of this provision is subject to procedures contained in Section (d) below:
87. c. Upon the request of the City, the Union agrees to meet and confer regarding the establishment of work weeks and schedules of other than Monday through Friday in departmental operating units in addition to the Bureau of Environmental



Services.

88. Such discussion shall not extend beyond thirty (30) calendar days, except by mutual agreement of the parties. The parties are not required to exhaust any applicable impasse procedures and specifically shall not have access to any fact-finding procedures. However, the parties may mutually agree to mediation.
89. The number of positions changed to a non-Monday through Friday work week in a departmental operating unit other than the Bureau of Environmental Services shall not exceed 45% of all budgeted 7355 Truck Driver positions within a departmental operating unit.
90. d. Shifts of other than Monday through Friday shall be offered to employees through a seniority selection procedure, which 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. However, no classification 7355 Truck Drivers who were permanent employees as of January 1, 1990 can be compelled to accept a non-Monday through Friday work week. All classification 7355 Truck Drivers who were permanent employees as of January 1, 1990 may waive their Monday through Friday work week and accept assignment to a different work schedule. Such waiver may be rescinded, but may only be rescinded at the time of any annual job bidding subsequent to their waiver.
91. e. In the event that the total number of positions available to the City for a non-Monday through Friday work week in a departmental operating unit reaches 45% of the total number of budgeted 7355 Truck Driver positions in that departmental operating unit, the parties agree to meet and discuss alternatives to the procedures set forth in this Article. However, any meetings held pursuant to this paragraph shall be subject to the limitations contained in paragraphs 87, 88, and 89.
92. f. If an employee's work schedule is changed, that employee shall be entitled to a minimum of fourteen calendar days notice, when practicable. Such change will take place following completion of the employee's normal work schedule.
93. g. The normal work day shall be a tour of duty of eight (8) hours completed within not more than nine (9) hours.
94. h. The work week may be altered in emergency situations.

#### **NORMAL WORK SCHEDULES**

95. All classifications of employees having a normal work day of eight (8) hours within nine (9) hours may voluntarily work in flex-time programs authorized by appointing officers and may voluntarily work more than or less than eight (8) hours within twelve (12) hours, provided that the employee must work five (5) days a week, eighty (80)

hours per payroll period, and must execute a document stating that the employee is voluntarily participating in a flex-time program and waiving any rights he or she may have on the same subject.

96. The Employee Relations Division of the Department of Human Resources may authorize any department head, board or commission to meet and confer with an employee, group of employees, or their representatives on proposals offered by the employee, group of employees, or their representatives or the department relating to alternate scheduling of working hours for all or part of a department. Such proposals may include but are not limited to core-hour flex time, full time work weeks of less than five (5) days, work days of less than eight (8) hours or a combination of plans which are mutually agreeable to the employee, group of employees, and their representatives and the department concerned. Any such agreement shall be submitted to the Mayor's Budget Office for its approval or rejection.

#### **PART-TIME WORK SCHEDULES**

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

#### **EXCEPTIONS:**

98. a. The 20-20 Educational Program;
99. b. Specially funded training programs approved by the Department of Human Resources;
100. c. Educational and Training Courses - Regular permanent civil service employees may, on a voluntary basis with approval of appointing officer, work a forty-hour week in six days when required in the interest of furthering the education and training of the employee.
101. d. Work schedule – Remote Locations  
On operations conducted at remote locations where replacements are not readily available, or on operations involving changes in shifts, or when other unusual circumstances warrant, the appointing officer, with the approval of the Department of Human Resources, may arrange work schedules averaging five days per week over a period of time, but consisting of more than five consecutive days per week with the accumulation of normal days off to be taken at a later date. Such schedules shall be the “normal work schedule” for such operations.
102. e. City-Wide Voluntary Reduced Work Week  
Employees in any classification, upon the recommendation of the appointing officer and subject to the approval of the Human Resources Director, 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 nor less than three (3) continuous months during the fiscal year. Pay, vacation,

holidays and sick pay shall be reduced in accordance with such reduced work week.

f. Voluntary Time Off Program

103. The mandatory furlough provisions of CSC Rule 120 shall not apply to employees covered under this MOU.

(1) General Provisions:

104. 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.

105. 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.

(2) Restrictions on the use of Paid Time Off while on Voluntary Time Off

106. All voluntary unpaid time off granted pursuant to this section shall be without pay.

107. 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.

(3) Duration and Revocation of Voluntary Unpaid Time Off

108. Approved voluntary time off taken pursuant to this section may not be changed by the appointing officer without the employee's consent.

### **III.D. COMPENSATION FOR VARIOUS WORK SCHEDULES**

#### **NORMAL WORK SCHEDULES**

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

#### **PART-TIME WORK SCHEDULES**

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

### **III.E. SHIFT BIDDING – PUBLIC UTILITIES COMMISSION**

111. Shift bidding, for bureaus and divisions of the Public Utilities Commission, shall

commence the first (1<sup>st</sup>) week of December each year and it shall be implemented on the week commencing the second pay period of January of each year. It shall be based on departmental seniority within the division. The Public Utilities Commission is comprised of the following divisions: Water Pollution Control Division, Commercial Distribution Division, Water Supply and Treatment Division and Hetch Hetchy Water and Power.

- 112. Employees who reassign from one division or bureau to another lose seniority for shift bidding purposes in the new division or bureau.
- 113. In the event of a tie in seniority, the employee with the highest city-wide seniority will be awarded the bid.

### **III.F. ADDITIONAL COMPENSATION**

#### **NO PYRAMIDING**

- 114. There shall be no pyramiding of overtime and premium pay under this MOU. If an employee working overtime is eligible for overtime pay and is also covered by other premium pay provisions, unless otherwise noted, that employee shall be compensated in the following manner: the overtime premium pay will be computed on the straight time hourly base rate of pay and any other premium pay will then be added on.

#### **STANDBY PAY**

- 115. Employees who, as part of the duties of their positions are required by the appointing officer to stand by when normally off duty to be instantly available on call for immediate emergency service for the performance of their regular duties, shall be paid twenty-five percent (25%) of their regular straight time rate of pay for the period of such standby service. Employees outfitted by their Department with a pager shall instead be paid ten percent (10%) of their regular straight time rate of pay for the period of such standby service. During the standby period employees are relieved from duty and such hours are not to be considered hours worked under the FLSA. The issuance of an electronic paging device does not in itself constitute eligibility for standby pay. When such employees are called on to perform their regular duties in emergencies during the period of such standby service, they shall be paid while engaged in such emergency service the usual rate of pay for such service as provided herein.
- 116. While receiving standby pay, employees must: 1) be able to report to their workplace within the time period established by their department, and 2) be fit for duty at all times. Notwithstanding the general provisions of this section, standby pay shall not be allowed in classes whose duties are primarily administrative in nature.

#### **TRAVEL PAY**

- 117. Employees who reside within the City and County of San Francisco and are assigned

to work at the following locations shall be reimbursed for travel expenses to and from these locations in the amount specified per day:

<u>Work Location</u>	<u>Daily Expense</u>
San Francisco International Airport	\$2.30 per day
Sharp Park	\$2.30 per day
Millbrae	\$2.00 per day
Sunol	\$7.00 per day

118. In order for an employee to be eligible for this benefit, he or she must file a verified affidavit with the Department of Human Resources stating that their legal residence is at a particular address in the City and County of San Francisco.

#### **ACTING ASSIGNMENT PAY**

119. 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 (11<sup>th</sup>) consecutive work day of such an assignment, after which acting assignment pay shall be retroactive to the first (1<sup>st</sup>) day of assignment.
120. 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.

#### **NIGHT DUTY PREMIUM**

121. Employees shall be paid a premium of 10% of the straight time hourly base rate of pay for hours worked between 5:00 p.m. and 7:00 a.m., if the employee works at least one (1) hour of his/her regular shift between 5:00 p.m. and 7:00 a.m. excepting those employees participating in an authorized flex-time program and who voluntarily work between the hours of 5:00 p.m. and 7:00 a.m. The night duty premium is computed and applied separate and apart from any other premium.

#### **CALL BACK**

122. Employees represented by the Union called back after the completion of a regular shift or work week shall receive overtime, if otherwise applicable, and a night duty premium of 10% more than the base rate for hours worked in a shift between 5:00 p.m. and 7:00 a.m.
123. Employees (except those at remote locations where city supplied housing has been offered, or who are otherwise being compensated) who are called back to their work locations following the completion of his/her work day and departure from his/her

place of employment, shall be granted a minimum of four (4) hours compensation (pay or compensatory time off as appropriate. "Z" employees can only take overtime in the form of compensatory time off) at the applicable rate or shall be compensated for all hours actually worked at the applicable rate, whichever is greater. This section shall not apply to employees who are called back to duty when on standby status. The employee's work day shall not be adjusted to avoid the payment of this minimum.

#### **LEAD PERSON PAY**

124. The class of 7355 Truck Driver will be designated as being added to be eligible to receive lead person pay at \$9.00 per day premium when required to plan, design, sketch, layout, detail, estimate, order material or take the lead on any job where at least two 7355 Truck Drivers are assigned. Effective July 1, 2002, the rate shall be \$10 per day.

#### **PAY FOR CLASS 7355 TRUCK DRIVER WHEN ASSIGNED TO DIFFERENT EQUIPMENT**

125. If a 7355 Truck Driver is assigned to work in a different and higher paying equipment classification during any work day or tour of duty for any period of time less than four (4) hours, he/she shall be paid at the higher rate for a period of four (4) hours. If the 7355 Truck Driver works in a different and higher paying equipment classification for a period of time in excess of four (4) hours during any work day or tour of duty, he/she shall be paid the higher rate of compensation for the entire work day or tour of duty. This provision shall be applicable only to work performed during a normal work day or tour of duty and shall not be applicable to hours worked as overtime.

##### **1. Boom Truck And Front-End Loader Premium**

126. Employees in Class 7355 Truck Driver who operate boom trucks and front-end loaders shall be paid \$0.50 per hour for those hours actually driving.

##### **2. Tow Tilt Trailers, Trailers, Or Other Equipment Over 6000 Pounds Gross Weight Premium**

127. Employees in Class 7355 Truck Driver who tow tilt trailers, trailers or other equipment over 6000 pounds gross (Class A California Driver license required) shall be paid \$0.75 per hour premium for those hours actually spent driving.

##### **3. Semi-Tractor Trailer Combinations Premium**

128. Employees in Class 7355 Truck Driver who operate semi-tractor trailer combinations (Class A California Driver license required), e.g., Equipment Transport, End Dumper, or Flow-Boy operation, 60 ft. truck transfer (Hetch Hetchy) shall be paid a \$1.25 per hour premium for those hours actually spent driving.

#### **4. Portable Toilet Vacuum Truck Premium**

129. Employees in Class 7355 Truck Driver who are assigned to vacuum trucks used to service portable toilets shall be paid \$0.75 per hour premium for those hours actually spent driving or operating that vehicle.

#### **5. Sewer Cleaner And Catch Basin/Storm Drain Cleaner Truck Premium**

130. Employees in Class 7355 Truck Driver who are assigned to combination sewer cleaner vehicles or catch basin/storm drain cleaner vehicles shall be paid \$0.75 per hour premium for those hours actually spent driving or operating those vehicles.

### **III.G. MTA PERFORMANCE/ATTENDANCE INCENTIVES**

131. 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 A.

### **III.H. OVERTIME COMPENSATION**

132. Appointing officers may require employees to work longer than the normal work day or longer than the normal work week. Any time worked under proper authorization of the appointing officer or his/her designated representative or any hours suffered to be worked by an employee, exclusive of part-time employees: a) in excess of forty hours per City workweek for weekly overtime, or b) in excess of the regular or normal work day for daily overtime, shall be designated as overtime and shall be compensated at one-and-one-half times the base hourly rate, which may include a night differential if applicable. Employees working in classifications having a normal work day of less than eight (8) hours, or a normal work week of less than forty (40) hours, shall not be entitled to overtime compensation for work performed in excess of said specified normal hours until they exceed eight (8) hours per day or forty (40) hours per week.
133. The use of any sick leave shall be excluded from determining hours worked in excess of forty (40) hours in a week for determining eligibility for overtime payment. All other paid leave time will count as time worked in determining eligibility for weekly overtime.
134. Further, employees working in a flex-time program shall be entitled to overtime compensation as provided herein when required to work more than forty (40) hours per City workweek. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.
135. For employees working an alternative schedule (such as 4-10s), daily overtime shall be compensated at one-and-one-half times the base hourly rate (including a night differential where applicable) for hours worked in excess of the number of hours in the workday as set forth in the alternative work schedule. Weekly overtime shall be

determined as set forth above.

136. No appointing officer shall require an employee not designated by a "Z" symbol in the Annual Salary Ordinance to work overtime when it is known by said appointing officer that funds are legally unavailable to pay said employee, provided that an employee may voluntarily work overtime under such conditions in order to earn compensatory time off at the rate of time-and-one-half.
137. Compensatory time shall be earned at the rate of time and one half. Employees occupying non "Z" designated positions shall not accumulate a balance of compensatory time earned in excess of 240 hours calculated at the rate of time and one half. Those employees occupying positions designated "L" shall not accumulate in excess of 480 hours calculated at time-and-one-half.
138. All employees shall be paid any overtime for which they qualify under the provisions of the Fair Labor Standards Act.
139. Beginning on July 1, 1999, all employees covered by the provisions of this MOU who are prescheduled in advance to work overtime on a day off or at a time that does not overlap with their regular shift shall be paid for a minimum of four (4) hours at the applicable rate.

#### **RECORDATION OF OVERTIME**

140. All overtime worked which is authorized by the appointing officer shall be recorded on separate time rolls.

#### **OVERTIME WHEEL**

141. Scheduled overtime shall be distributed to all qualified 7355 truck drivers who wish to participate on an overtime wheel. If a driver refuses his or her turn on the wheel, they will be charged as if they had worked and will go to the bottom of the list.
142. The evaluation of qualifications and ability shall be a management determination, provided, however, that such determination shall not be arrived at on an arbitrary, capricious or discriminatory basis.

### **III.I. HOLIDAYS AND HOLIDAY PAY**

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

January 1 (New Year's Day)

The third Monday in January (Martin Luther King, Jr.'s Birthday)

The third Monday in February (President's Day)

The last Monday in May (Memorial Day)

July 4 (Independence Day)



The first Monday in September (Labor Day)  
The second Monday in October (Columbus Day)  
November 11 (Veteran's Day)  
Thanksgiving Day  
The day after Thanksgiving  
December 25 (Christmas Day)

144. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.
145. In addition, any day declared to be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United States is a holiday.

#### **HOLIDAYS THAT FALL ON A SATURDAY**

146. For those employees assigned to a work week of Monday through Friday, and in the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under his/her jurisdiction on such preceding Friday so that said public offices may serve the public as provided in Section 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.

#### **HOLIDAY COMPENSATION FOR TIME WORKED**

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

#### **HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER THAN MONDAY THROUGH FRIDAY**

149. Employees assigned to seven-day operation departments or employees working a five-day work week other than Monday through Friday shall be allowed another day

off if a holiday falls on one of their regularly scheduled days off. Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of their days off. Employees regularly scheduled to work on a holiday which falls on a Saturday or Sunday shall observe the holiday on the day it occurs, or if required to work shall receive holiday compensation for work on that day. Holiday compensation shall not be paid for work on the Friday preceding a Saturday holiday nor on the Monday following a Sunday holiday.

150. If the provisions of this Section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, he/she shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate supervisor with the approval of the appointing officer. Such days off must be taken within the fiscal year. In no event shall the provisions of this Section result in such employee receiving more or less holiday entitlement than an employee on a Monday through Friday work schedule.

#### **HOLIDAY PAY FOR EMPLOYEES LAID OFF**

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

#### **EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION**

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

#### **PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS**

153. Part-time employees, including employees on a reduced work week schedule, who regularly work a minimum of twenty (20) hours in a bi-weekly pay period shall be entitled to holidays as provided herein on a proportionate basis.
154. Regular full-time employees, are entitled to 8/80 or 1/10 time off when a holiday falls in a bi-weekly pay period, therefore, part-time employees, as defined in the immediately preceding paragraph, shall receive a holiday based upon the ratio of 1/10 of the total hours regularly worked in a bi-weekly pay period. Holiday time off shall be determined by calculating 1/10 of the hours worked by the part-time employee in the bi-weekly pay period immediately preceding the pay period in which the holiday falls. The computation of the holiday time off shall be rounded to the nearest hour.

155. The proportionate amount of holiday time off shall be taken in the same fiscal year in which the holiday falls. Holiday time off shall be taken at a time mutually agreeable to the employee and the appointing officer.

#### **FLOATING HOLIDAYS**

156. Each covered employee shall be granted five (5) floating holidays in each fiscal year to be taken on days selected by the employee subject to the prior scheduling approval of the Appointing Officer or designee. Employees (whether full time or 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.
157. Employees who have established initial eligibility for floating holidays and who subsequently separate from City employment, may, at the sole discretion of the Appointing Officer, be granted those floating holidays to which the separating employee was eligible and had not yet taken.

#### **III.J. VOLUNTEER/PARENTAL RELEASE TIME**

158. 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).
159. In addition, an employee who is a parent or who has child rearing responsibilities (including domestic partners but excluding paid child care workers) of one or more children in kindergarten or grades 1 to 12 shall be granted unpaid release time of up to forty (40) hours each fiscal year, not exceeding eight (8) hours in any calendar month of the fiscal year, to participate in the activities of the school of any child of the employee, providing the employee, prior to taking the time off, gives reasonable notice of the planned absence. The employee may use vacation, floating holiday hours, or compensatory time off during the planned absence.

#### **III.K. TIME OFF FOR VOTING (For Informational Purpose Only--Non-Grievable)**

160. 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.L. SALARY STEP PLAN AND SALARY ADJUSTMENTS**

161. Appointments to positions in the City and County service shall be at the entrance rate established for the position except as otherwise provided herein.

### **Promotive Appointment in a Higher Class**

162. An employee following completion of six months of continuous service who is appointed to a position in higher classification, either permanent or temporary, deemed to be promotive by the Department of Human Resources shall have his/her salary adjusted to that step in the promotive class as follows:
163. If the employee is receiving a salary in his/her present classification equal to or above the entrance step of the promotive class, the employee's salary in the promotive class shall be adjusted to two steps in the compensation schedule over the salary received in the lower class but not above the maximum of the salary range of the promotive classification.
164. If the employee is receiving a salary in his/her present classification which is less than the entrance step of the salary range of the promotive classification, the employee shall receive a salary step in the promotive class which is closest to an adjustment of 7.5% above the salary received in the class from which promoted. The proper step shall be determined by the bi-weekly compensation schedule and shall not be above the maximum of the salary range of the promotive class.
165. Appointment to a position with a higher salary schedule shall be deemed promotive.
166. If the appointment is to a craft apprentice class, the employee shall be placed at the salary step in the apprentice class pursuant to this section. However, advancement to the next salary step in the apprentice class shall not occur until the employee has served satisfactory time sufficient in the apprenticeship program to warrant such advancement.

### **Non-Promotive Appointment**

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

### **Reappointment Within Six Months**

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

### **Compensation Adjustments**

169. When an employee promoted to a higher class during a prior fiscal year receives a lesser salary than if promoted in the same class and from the same schedule step during the current fiscal year his/her salary shall be adjusted on July 1, to the rate he/she would have received had he/she been promoted in the current fiscal year.
170. The Department of Human Resources is hereby authorized to adjust the salary and anniversary increment date of any employee promoted from one class to a higher classification who would receive a lesser salary than an employee promoted at a later date to the same classification from the same salary step in the same base class from which the promotional examination was held.

### **Compensation Upon Transfer or Re-employment**

171. An employee transferred in accordance with Civil Service Commission Rules from one Department to another, but in the same classification, shall transfer at his/her current salary, and if he/she is not at the maximum salary for the class, further increments shall be allowed following the completion of the required service based upon the seniority increment anniversary date in the former Department.
172. An employee who has acquired permanent status in a position and who is laid off because of lack of work or funds and is re-employed in the same class after such layoff shall be paid the salary step attained prior to layoff.
173. An employee who has completed the probationary period in a promotive appointment that is two or more steps higher in an occupational series than the permanent position from which promoted and who is subsequently laid off and returned to a position in an intermediate ranking classification shall receive a salary based upon actual permanent service in the higher classification, unless such salary is less than the employee would have been entitled to if promoted directly to the intermediate classification. Further increments shall be based upon the increment anniversary date that would have applied in the higher classification.

### **Appointment Above Entrance Rate**

174. Upon the request of an appointing officer, appointments may be made at any step in the compensation schedule upon recommendation of the Human Resources Director under the following conditions:
175. 1. A former permanent City employee, following resignation with service satisfactory, is being reappointed to a permanent position in his/her former classification; or
176. 2. Loss of compensation would result if appointee accepts position at the normal step; or

177. 3. A severe, easily demonstrated and documented recruiting and retention problem exists, such that all appointments in the particular class should be above the normal step; and
178. 4. The Controller certifies that funds are available.
179. To be considered, request for adjustment under the provisions of this Section must be received in the offices of the Department of Human Resources not later than the end of the fiscal year in which the appointment is made.
180. When the Human Resources Director approves appointments of all new hires in a classification at a step above the entrance rate, the Human Resources Director may advance to that step incumbents in the same classification who are below that step.
181. An employee who has completed the probationary period in an entrance appointment who is laid off and is returned to a classification formerly held on a permanent basis shall receive a salary based upon the original appointment date in the classification to which the employee is returned. An employee who is returned to a classification not formerly held on a permanent basis shall receive a salary in accordance with paragraph 177.

### **III.M. METHODS OF CALCULATION**

182. Bi-weekly - An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for his/hers position for work performed during the bi-weekly payroll period. There shall be no compensation for time not worked unless such time off is authorized time off with pay.
183. Per Diem or Hourly - An employee whose compensation is fixed on a per diem or hourly basis shall be paid the daily or hourly rate for work performed during the bi-weekly payroll period on a bi-weekly pay schedule. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

### **III.N. SENIORITY INCREMENTS CALCULATION**

#### **Entry at the First Step**

184. Full-time employees shall advance to the second step upon completion of six months service. Provisional employees shall advance to the second step upon the completion of 2080 hours.

#### **Exceptions:**

185. An employee shall not receive a salary adjustment based upon service as herein provided if he/she has been absent by reason of suspension or on any type of leave without pay (excluding a military, educational, or industrial accident leave) for more than one-sixth of the required service in the anniversary year, provided that such

employee shall receive a salary increment when the aggregate time worked since his/her previous increment equals or exceeds the service required for the increment, and such increment date shall be his/her new anniversary date; provided that time spent on approved military leave or in an appointive or promotive position shall be counted as actual service when calculating salary increment due dates.

186. When records of service required for advancement in the step increments within a compensation schedule are established and maintained by electronic data processing, then the following shall apply:
187. a. An employee shall be compensated at the beginning step of the compensation schedule plan, unless otherwise specifically provided for in this agreement. Employees shall receive salary adjustments through the steps of the compensation schedule plan by completion of actual paid service in total scheduled hours equivalent to six months.
188. b. Paid service for this purpose is herein defined as exclusive of any type of overtime but shall include military or educational leave without pay.
189. c. Advancement through the increment steps of the compensation schedules shall accrue and become due and payable on the next day following completion of required service in the class; provided that the above procedure for advancement to the compensation schedule increment steps is modified as follows:
190. 1. An employee who during that portion of his/her anniversary year prior to January 1, of any year, is absent without pay for a period less than one-sixth of the time required to earn the next increment will have such absence credited as if it were paid service for the purposes of calculating the date of the increment due during the same calendar year.
191. 2. An employee who during that portion of his/her anniversary year prior to January 1, of any year is absent without pay for a period in excess of one-sixth of the time required to earn the next increment will be credited only with actual paid service prior to January 1, of the same calendar year.
192. An employee who (1) has completed probation in a permanent position, (2) is "Laid Off" from said position, (3) is immediately and continuously employed in another classification with the City either permanent or temporary, and (4) is thereafter employed in his/her permanent position without a break in service, shall, for the purposes of determining salary increments, receive credit for the time served while laid off from his/her permanent position.

### **III.O. SICK LEAVE WITH PAY LIMITATION**

193. 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 net amount the employee would have earned for a regular work schedule minus premium pay adjustments. 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.

194. SDI payments to an employee who qualifies and who has accumulated and is eligible to use sick leave with pay credits shall be supplemented with sick leave with pay credits so that the total of SDI and sick leave with pay calculated in units of one (1) hour provides up to, but does not exceed, the regular net salary the employee would have received for the normal work schedule excluding overtime.

### **III.P. STATE DISABILITY INSURANCE (“SDI”)**

195. Upon certification by the Union to the Employee Relations Division that one or more representation units covered by this Agreement desires to be enrolled in the State Disability Insurance program, the Department of Human Resources shall take any and all necessary action to enroll such representation units and all employees therein. Classifications added to existing bargaining units or new bargaining units covered by this agreement shall be enrolled in the State Disability Insurance program upon notification from the Union to the Department of Human Resources that such enrollment is authorized. 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.Q. LONG-TERM DISABILITY INSURANCE**

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

### **III.R. HEALTH BENEFIT CONTRIBUTIONS**

#### **City Contribution**

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

#### **Medically Single Coverage**

198. For medically single employees, (i.e., covered employees not receiving the contribution paid by the City for dependent health care benefits), the City shall contribute all of the employee's premium contribution for the employee's own health care benefit coverage.



### **Dental Coverage**

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

### **Dependent Health Care Pick-Up**

200. The City shall contribute the greater amount of up to \$225 per month or 75% of the dependent rate charged by the City to employees for Kaiser coverage at the dependent plus two level.
201. None of the provisions herein in any way alter the City's Health Service System's rules or policies regarding enrollment in or separation from any City Health Service System plan.
202. 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.
203. As set forth in Administrative Code Section 16.701(b), covered employees who are not in active service for more than twelve (12) weeks shall be required to pay the Health Service System for the full premium cost of membership in the Health Service System, unless the employee shall be on sick leave, workers' compensation, mandatory administrative leave, approved personal leave following family care leave, disciplinary suspensions, or on a layoff holdover list where the employee verifies they have no alternative coverage.

### **III.S. RETIREMENT**

204. The City shall pick up the full amount of the employee's contribution to retirement.
205. The aforesaid contributions shall *not* be considered as a part of an employee's compensation for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, or retirement benefits; nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary.
206. 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.
207. 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.

#### **RETIREMENT SEMINAR RELEASE TIME**

208. 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.
209. 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.
210. All such seminars must be located within the Bay Area.
211. This section shall not be subject to the grievance procedure.

#### **III.T. PILOT WELLNESS INCENTIVE PROGRAM**

212. The City hereby establishes a pilot "wellness incentive program" to promote workforce attendance.
213. 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.
214. 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.
215. 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

216. 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.

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

### **III.U. FAIR LABOR STANDARDS ACT**

218. City agrees that it will, at a minimum, compensate in a manner and consistent with the Fair Labor Standards Act. No employee covered by this Agreement shall suffer any reduction in benefits as the result of the application of this language.

### **III.V. RETURN TO WORK**

219. The City will make a good faith effort to return employees who have sustained an occupational injury or illness to temporary modified duty in the employee's department within the employee's medical restriction. Where necessary, duties of the modified assignment may differ from the employee's regular job duties and/or from job duties regularly assigned to employees in the injured employee's class. Where appropriate modified duty is not available within the employee's classification or on the employee's regular shift, the employee may be temporarily assigned pursuant to this section to work in another classification and/or on a different shift. The employee may be temporarily assigned to another department upon consultation and approval of Teamsters Local 853, subject to the approval of the appointing officers or designees. Grievances regarding this section shall be limited to allegations that this section is being applied in an arbitrary, capricious, or discriminatory manner.
220. Modified duty assignments shall not exceed three (3) months, however this three-month assignment may, at the discretion of the Appointing Officers, be renewed once, where necessary, with a doctor's certificate that the employee will be able to return to work within that further three-month period. Further requests for renewals will be evaluated on a case-by-case basis. An employee assigned to a modified duty assignment shall receive her/his regular base rate of pay plus other premiums and pay which may apply by virtue of the employee's performing duties which qualify for additional compensation during the period of the modified duty assignment.
221. This Section shall not apply to requests for reasonable accommodation under the Americans with Disabilities Act. Such requests will be administered in accordance with applicable state and federal law.

## **ARTICLE IV - WORKING CONDITIONS**

### **IV.A. PRE-TRIP INSPECTION**

222. Pre Trip Inspection sheets (triplicate) shall be provided each day to each 7355 Truck Driver where applicable in order to comply with DMV Regulations.

### **IV.B. PHYSICAL FITNESS**

223. Teamsters, Local 853 and the City recognize that good health and physical fitness of the men and women who professionally operate various type of mobile equipment for the City is vital to sustained and successful job performance.
224. In recognition of this fact, it is agreed that any physical fitness program developed by the City will be subject to mutual agreement before implementation.
225. Implementation of such a program is intended to reduce certain kinds of personal injuries on the job such as back injuries and pulled muscles - injuries that may be attributed to workers who appear to be in poor physical condition.

### **IV.C. PROTECTIVE CLOTHING**

226. All 7355 Truck Drivers will be supplied with coveralls, rain gear, ear protection, eye protection, and nose mouth protection where deemed appropriate and authorized by the Appointing Officer.
227. The City agrees to provide all required safety equipment (i.e., protective eyewear, protective footwear) in compliance with Cal-OSHA regulations.

### **IV.D. HEALTH & SAFETY**

228. The City acknowledges its responsibility to provide a safe and healthful work environment for City employees. The City agrees to maintain safety standards as required by the pertinent provisions of OSHA. Allegations of violation are subject to OSHA law and procedure. The City agrees to investigate and give consideration to departmental recommendations to improve the working environment of represented employees as required by the pertinent provisions of CAL-OSHA.
229. When an employee, in good faith, believes that a hazardous or unsafe condition exists, and that continuing to work under such conditions poses risks beyond those normally associated with the nature of the job, the employee shall so notify her/his supervisor and the Department's safety committee and/or safety officer. The safety officer shall promptly investigate the complaint. While the employee is awaiting the arrival of the safety officer, and until the officer has made her/his determination, the employee shall not be required to perform the disputed assignment, and shall be assigned other work.

230. If the safety officer determines that the complaint is valid, her/his determination, including recommendations regarding abatement procedures or employee reassignments, shall immediately be submitted to the departmental management for resolution. In the event that there is no concurrence between the employee's good faith belief that a hazardous or unsafe condition exists, and the safety officer's determination that such is not the case, the employee shall continue with the assignment.
231. The safety issue, however, would be appealable by the employee. Said appeal would have to be filed with the Appointing Officer, in writing, within 7 calendar days of the safety officer's determination.
232. The appeal will be processed through an expedited proceeding. The expedited hearing shall be before a Health and Safety expert to be mutually selected by the parties. This individual shall serve as the Health and Safety expert on all appeals until the parties mutually agree to remove him/her, or for twelve months, whichever comes first. The Health and Safety expert will hear the matter and will make a finding and a recommendation on only the safety issue.
233. After receipt of the appeal, the Appointing Officer will contact the Union within 3 working days to acknowledge receipt of the appeal, and will also contact the Health and Safety expert to arrange for a hearing date. A hearing on the matter will be scheduled as soon as the Health and Safety expert is available. The parties shall not use briefs. The expert will use every effort to issue a bench recommendation followed by a written recommendation. Transcription by a certified court reporter shall be taken, but shall be transcribed only at the direction of the health and safety expert.
234. Each party shall bear its own expenses in connection with the Health and Safety expert hearing process. All fees and expenses of the expert and the court reporter and transcript, if any, shall be shared equally by the parties.
235. In cases where the department does not have a safety officer, the employee shall have the option to appeal the safety issue directly with the Appointing Officer for resolution as detailed above.

#### **IV.E. SAFE DRIVING INCENTIVE PROGRAM**

236. The parties agree that effective July 1, 2001, the City's safe driving incentive program will sunset and effective July 1, 2001, all covered classes will receive an additional base wage increase of .75%.

#### **IV.F. TUITION REIMBURSEMENT PROGRAM**

237. The City will contribute annually to the Employee Tuition Reimbursement Program

for the exclusive use of employees covered by this MOU. On July 1, 1999, the City will contribute \$6,000.00 into this fund. Effective July 1, 2000, the City will contribute an additional \$3,000.00 annually to the employee Tuition Reimbursement fund. The maximum annual allocation for each covered employee shall be two-hundred and fifty dollars (\$250.00) per fiscal year for courses approved in accordance with guidelines established by the Department of Human Resources. Any non-allocated tuition or tuition allocated, but not used within the fiscal year, will be carried forward into the next fiscal year.

**IV.G. EMPLOYEE ASSISTANCE PROGRAM (EAP) AND PEER COUNSELING PROGRAM**

238. Services provided to covered employees as set forth in Appendix B.

## **ARTICLE V - SCOPE**

### **V.A. SAVINGS CLAUSE**

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

### **V.B. DURATION OF AGREEMENT**

240. This MOU shall remain in full force and effect from July 1, 2001, through and inclusive of June 30, 2003.

IN WITNESS WHEREOF, the parties hereto have executed this MOU this  
\_\_\_\_\_ day of \_\_\_\_\_, 2001.

FOR THE UNION

FOR THE CITY AND COUNTY

\_\_\_\_\_  
ROME ALOISE, Secretary Treasurer,  
Teamsters, Local 853

ANDREA GOURDINE  
Human Resources Director

\_\_\_\_\_  
DANIEL HARRINGTON,  
Business Representative  
Teamsters, Local 853

\_\_\_\_\_  
GEOFFREY ROTHMAN, Director  
Employee Relations Division

APPROVED AND ADOPTED BY  
THE BOARD OF SUPERVISORS  
BY RESOLUTION NO.  
ON \_\_\_\_\_

APPROVED AS TO FORM:  
LOUISE RENNE, CITY ATTORNEY

By \_\_\_\_\_  
Linda M. Ross  
Chief Labor Attorney



## **APPENDIX A**

### **MTA Performance Incentive Program & MTA Attendance Incentive Program**

The MTA Performance and Attendance Incentive Programs of this Appendix A 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 of lost days due to industrial injury/illness
4. Total number days of unscheduled absences.

**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**

<b>Number of Goals Achieved</b>	<b>Quarterly Bonus</b>
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**

<b>Number of Goals Achieved</b>	<b>Quarterly Bonus</b>
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	%	%	%	%

**GOAL #2:**

To increase vehicle miles between road calls by mode.

**MODE GOALS**

(July 1, 2001 – June 30, 2002)

<b>MOTOR COACH:</b>	<b>Quarter Goals</b>
Flynn-Artic	TBD
Woods	“ “
Kirkland	“ “
 <b>TROLLEY COACH</b>	
Potrero Artic	“ “
Potrero Standard	“ “
Presidio Standard	“ “
 <b>RAIL</b>	
Boeing Light Rail Vehicle	“ “
Breda Light Rail Vehicle	“ “
PCC	“ “
 <b>CABLE CAR</b>	“ “

**MODE GOALS**

(July 1, 2002 – June 30, 2003)

<b>MOTOR COACH:</b>	<b>Quarter Goals</b>
Flynn-Artic	TBD
Woods	“ “
Kirkland	“ “
 <b>TROLLEY COACH</b>	
Potrero Artic	“ “

Potrero Standard	“	“
Presidio Standard	“	“
<b>RAIL</b>		
Boeing Light Rail Vehicle	“	“
Breda Light Rail Vehicle	“	“
PCC	“	“
<b>CABLE CAR</b>	“	“

**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.]

<b>Fiscal Years</b>	<b>Overall Goal</b>	<b>Quarter Goals</b>
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.

<b>Fiscal Years</b>	<b>Overall Goal</b>	<b>Quarter Goals</b>
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%
<b>Fiscal Years</b>	<b>Overall Goal</b>	<b>Quarter Goals</b>
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**

<b>Fiscal Years</b>	<b>Overall Goal</b>	<b>Quarter Goals</b>
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**

<b>Fiscal Years</b>	<b>LRV</b>	<b>CABLE CAR</b>	<b>TROLLEY</b>	<b>DIESEL</b>
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	%	%	%	%

**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)

<b>MOTOR COACH:</b>	<b>Quarter Goals</b>
Flynn	97%
Woods	97%
Kirkland	97%
<b>TROLLEY COACH</b>	
Potrero	97%
Presidio	97%
<b>RAIL</b>	
Green	97%
Cable Car	97%

## MODE GOALS

(July 1, 2002 – June 30, 2003)

<b>MOTOR COACH:</b>	<b>Quarter Goals</b>
Flynn	97.5%
Woods	97.5%
Kirkland	97.5%
<b>TROLLEY COACH</b>	
Potrero	97.5%
Presidio	97.5%
<b>RAIL</b>	
Green	97.5%
Cable Car	97.5%

### 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.]

<b>Fiscal Years</b>	<b>Overall Goal</b>	<b>Quarter Goals</b>
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.

<b>Fiscal Years</b>	<b>Overall Goal</b>	<b>Quarter Goals</b>
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**

<b>Fiscal Years</b>	<b>Overall Goal</b>	<b>Quarter Goals</b>
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**

<b>LRV</b>	<b>CABLE CAR</b>	<b>TROLLEY</b>	<b>DIESEL</b>
<b>Fiscal Years</b>		<b>Overall Goal</b>	<b>Quarter Goals</b>
	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%

**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.]

<b>Fiscal Years</b>	<b>Overall Goal</b>	<b>Quarter Goals</b>
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.

<b>Class Code</b>	<b>Classification Title</b>	<b>Class Code</b>	<b>Classification Title</b>
	<b>Sheetmetal, Local 104</b>	7458	Switch Repairer
6235	Heating and Ventilating Inspector	7514	General Laborer
7376	Sheet Metal Worker	7540	Track Maintenance Worker

	<b>Automotive Machinist, Local 1414</b>		<b>Operating Engineers, Local 3</b>
7126	Mechanical Shop and Equipment Sup.	7110	Mobile Equipment Assistant Sup.
7225	Transit Paint Shop Sup.	7328	Operating Engineer
7228	Auto Transit Shop Sup.		<b>Stationary Engineers, Local 39</b>
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		<b>Painters, Local 4</b>
7340	Maintenance Controller	7242	Painter Sup.
7381	Auto Mechanic	7346	Painter
7382	Auto Mechanic Assistant Sup.		<b>Electrical Workers, Local 6</b>
7387	Upholsterer	6252	Line Inspector
7434	Maintenance Machinist Helper	7214	Electrical Transit Equipment Sup.
	<b>TWU, Local 200</b>	7216	Electrical Transit Shop Sup.
7412	Automotive Service Worker Asst. Sup	7235	Transit Power Line Sup.
	<b>IFPTE, Local 21</b>	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.
	<b>Teamsters, Local 853</b>	7256	Electric Motor Repairer Sup.
7251	Track Maintenance Worker Sup.	7274	Transit Power Line Sup. II
7355	Truck Driver	7279	Power House Electrician Sup.
	<b>Carpenters, Local 22</b>	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
	<b>Laborers, Local 261</b>	7345	Electrician
7215	General Laborer Sup.	7364	Power House Operator

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

<b>Class Code</b>	<b>Classification Title</b>	<b>Class Code</b>	<b>Classification Title</b>
	<b>Electrical Workers, Local 6</b>		<b>TWU, Local 250-A</b>
7365	Senior Power House Operator	7410	Automotive Service Worker
	<b>Unrepresented</b>		<b>Municipal Executives Association</b>

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		
	<b>Glaziers, Local 718</b>		
7326	Glazier	*	Amount of Incentive, if any, determined by the General Manager.

	<b>Maintenance Goal # 4 - ONLY</b>
	<b>Workers Compensation Section</b>
	<b>IFPTE, Local 21</b>
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.

<b>Class Code</b>	<b>Classification Title</b>
	<b>TWU, Local 200</b>
9139	Transit Sup.
9140	Transit Manager I
9141	Transit Manager II
9150	Train Control Operator
9173	System Safety Inspector
	<b>IFPTE, Local 21</b>
5177	Safety Officer
5288	Transit Planner II
5289	Transit Planner III
5290	Transit Planner IV
6130	Safety Analyst
	<b>TWU, Local 250A</b>
9132	Transit Fare Inspector
	<b>Municipal Executives Association</b>
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.

	<b>Operations Goal # 4 - ONLY</b>
	<b>Workers Compensation Section</b>
	<b>IFPTE, Local 21</b>
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.

<b>Class Code</b>	<b>Classification Title</b>	<b>Class Code</b>	<b>Classification Title</b>
	<b>TWU, Local 200</b>	1655	Systems Accountant
1773	Media Training Specialist	1657	Senior Systems Accountant
	<b>IFPTE, Local 21</b>	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

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

<b>Class Code</b>	<b>Classification Title</b>	<b>Class Code</b>	<b>Classification Title</b>
	<b>Municipal Executives Association</b>		<b>Unrepresented</b>
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.

<b>FULL-TIME QUALIFYING BALANCE</b>	<b>GROUP A “CASH OUT”</b>	<b>GROUP B TIME OFF</b>
240 hours or more sick leave balance	40 hours	3 days
<b>PART-TIME QUALIFYING BALANCE</b>	<b>GROUP A “CASH OUT”</b>	<b>GROUP B TIME OFF</b>
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.

<b>Class Code</b>	<b>Classification Title</b>	<b>Class Code</b>	<b>Classification Title</b>
	<b>Sheetmetal, Local 104</b>	7514	General Laborer
6235	Heating and Ventilating Inspector	7540	Track Maintenance Worker
7376	Sheet Metal Worker		<b>Operating Engineers, Local 3</b>
	<b>Automotive Machinist, Local 1414</b>	7110	Mobile Equipment Assistant Sup.
7126	Mechanical Shop and Equipment Sup.	7328	Operating Engineer
7225	Transit Paint Shop Sup.		<b>Stationary Engineers, Local 39</b>
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.		<b>Painters, Local 4</b>
7332	Maintenance Machinist	7242	Painter Sup.
7340	Maintenance Controller	7346	Painter
7381	Auto Mechanic		<b>Electrical Workers, Local 6</b>
7382	Auto Mechanic Assistant Sup.	6252	Line Inspector
7387	Upholsterer	7214	Electrical Transit Equipment Sup.
7434	Maintenance Machinist Helper	7216	Electrical Transit Shop Sup.
	<b>TWU, Local 200</b>	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.
	<b>Teamsters, Local 853</b>	7274	Transit Power Line Sup. II

7251	Track Maintenance Worker Sup.	7279	Power House Electrician Sup.
7355	Truck Driver	7287	Sup. Electrical Maintenance Tech.
	<b>Carpenters, Local 22</b>	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
	<b>Laborers, Local 261</b>	7364	Power House Operator
7215	General Laborer Sup.	7365	Senior Power House Operator
7458	Switch Repairer	7371	Electrician Transit Shop

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

<b>Class Code</b>	<b>Classification Title</b>
	<b>Electrical Workers, Local 6</b>
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
	<b>Glaziers, Local 718</b>
7326	Glazier
	<b>TWU, Local 250-A</b>
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.

<b>Class Code</b>	<b>Classification Title</b>	<b>Class Code</b>	<b>Classification Title</b>
	<b>TWU, Local 200</b>	1657	Senior Systems Accountant
1773	Media Training Specialist	1658	Chief Accountant
9173	System Safety Inspector	1804	Statistician
	<b>IFPTE, Local 21</b>	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

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

<b>Class Code</b>	<b>Classification Title</b>
	<b>IFPTE, Local 21</b>
6318	Construction Inspector
9195	LRV Equipment Engineer
9196	Senior LRV Equipment Engineer
9197	Signal and Systems Engineer
	<b>Municipal Executives Association</b>
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
	<b>Unrepresented</b>
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 B: EAP AND PEER COUNSELING PROGRAM**

Transport Workers Union Locals 250A and 200, Automotive Mechanics Local 1414 Teamsters Local 853, International Brotherhood of Electrical Workers Local 6, Laborers Union Local 261, Service Employees International Union Local 790, Stationary Engineers Local 39, and Glazier and Glass Workers, Local 718, and the Municipal Transit 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.

**Attachment A**

Schedules of Compensation  
July 1, 2001 - June 30, 2003

**Teamsters L 853**

Effective Date	Class	Title	Salary Grade	Biweekly Rate of Pay				
				Step 1	Step 2	Step 3	Step 4	Step 5
7/1/01	7355	Truck Driver						
		Light	--	\$1,742	\$1,919	--	--	--
		Medium	--	\$1,874	\$2,062	--	--	--
	Heavy	--	\$2,013	\$2,219	--	--	--	
	7251	Track Maintenance Worker Supvr I	06220	\$1,899	\$1,994	\$2,094	\$2,199	\$2,309
1/5/02	7355	Truck Driver						
		Light	--	\$1,777	\$1,957	--	--	--
		Medium	--	\$1,911	\$2,103	--	--	--
	Heavy	--	\$2,053	\$2,263	--	--	--	
	7251	Track Maintenance Worker Supvr I	06260	\$1,936	\$2,033	\$2,135	\$2,242	\$2,354
7/1/02	7355	Truck Driver						
		Light	--	\$1,821	\$2,006	--	--	--
		Medium	--	\$1,959	\$2,156	--	--	--
	Heavy	--	\$2,104	\$2,320	--	--	--	
	7251	Track Maintenance Worker Supvr I	06310	\$1,985	\$2,084	\$2,188	\$2,297	\$2,412
1/4/03	7355	Truck Driver						
		Light	--	\$1,867	\$2,056	--	--	--
		Medium	--	\$2,008	\$2,210	--	--	--
	Heavy	--	\$2,157	\$2,378	--	--	--	
	7251	Track Maintenance Worker Supvr I	06360	\$2,033	\$2,135	\$2,242	\$2,354	\$2,472

2001-2003 Memorandum of Understanding  
City and County of San Francisco and  
Teamsters L 853

5/30/01