

ARTICLE 1. OBJECTIVES

- 3. The delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the MTA ~~City~~ and its employees. Such achievement is recognized to be a mutual obligation of the parties of this MOU within their respective roles and responsibility.

- 4. The Union recognizes the MTA's ~~City's~~ right to establish and/or revise performance levels, norms or standards 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. New or revised performance levels, norms or standards shall be implemented only after meeting and conferring with the Union.

- 5. The MTA ~~City~~ recognizes the Union's or the Operator's right to grieve the effect of an implementation of the revised performance levels, norms or standards.

- 6. Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable Charter provisions, rules and regulations of the Civil Service Commission (hereinafter termed "CSC"), and the provisions of this MOU.

ARTICLE 2. RECOGNITION

- 7. The MTA ~~City~~ acknowledges that the Union has been certified by the Municipal Employee Relations Panel as the recognized employee representative for the following classification: 9163 Transit Operator. Should the above classification be amended or reclassified by the MTA ~~Civil Service Commission~~, the MTA ~~City~~ and the Union will meet and confer as to the application of this MOU to the revised classification(s).

- 8. Should any new form of transportation be developed and put into operation by MUNI ~~the Public Transportation Department~~ which is not already covered by this MOU regarding wages and other terms and conditions of employment, including seniority, the MTA ~~City~~ and the Union shall meet and confer on the appropriate terms and conditions of employment for such new form of transportation.

ARTICLE 3. SCOPE OF AGREEMENT

Section 3.1 Complete Agreement.

9. (a) This MOU shall constitute the complete written agreement between the MTA City and the Union. ~~except that the parties agree that the Side Letters signed off by the Director of the PTD and Union as of October 30, 1996 attached to this MOU as Appendix A shall continue in effect until June 30, 2000.~~
10. (b) Rules and policies adopted prior to July 1, 1996 2000 shall continue in effect unless they are inconsistent with or have been superseded by the terms of this or a prior MOU or until:
11. 1. They have expired by their own terms;
2. They have been superseded by other rules or policies; or
3. They have been revised in accord with Article 22 hereof.
12. (c) The parties do not intend this section either to eliminate or confirm procedures, practices, or benefits which are not contained in a written agreement to which the Union is a party.

Section 3.2 Future Side Letters

13. All future side letters affecting matters within the authority and control of ~~the~~ MUNI ~~Public Transportation Department~~ shall be entered into by and between TWU and the Director of ~~Public~~ Transportation. If appropriate, the side letters will be subject to the approval of the MTA ~~Public Transportation Commission~~.

Section 3.3 Terms and Conditions of Employment.

14. The terms and conditions of employment for operators shall be governed by the terms and conditions established by Charter provisions, ordinances of the Board, relevant rules of the CSC, MTA ~~PTC~~ and MUNI ~~PTD~~, and by the terms and conditions of employment set forth in this agreement. To the fullest extent legally possible, the terms of this MOU shall control over those set forth in the foregoing authorities.

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Section 3.4 Data

Previously Sideletter #11

15. The MTA and MUNI will provide to the Transport Workers Union, **Local 250-A** all public records prepared by Muni or the MTA or consultants working on their behalf consisting of data, charts, graphs, tables or similar documents on all issues covered by the MOU, including data on discipline, accidents (including compiled accident reports as requested by the Stress & Hypertension Investigators) PSR's, schedules, etc., and the Union will be placed on the regular circulation list for receiving those tables regularly prepared and circulated in Muni.

ARTICLE 4. WAGE RATES

4.1 Basic Wage Rates Plus Cost of Living Adjustments

16. The basic wage rates established for fiscal year ~~1999/2000~~ 2000/2001 shall be the average of the two highest wage schedules in effect on July 1, ~~1999~~ 2000 in the two systems certified by the MTA ~~Civil Service commission~~ (or which would be certified using the procedure for so determining the systems historically used by the Civil Service Commission if the Civil Service Commission does not exist) pursuant to §A8.404 of the San Francisco charter, plus any allowable cost of living allowance; ~~except that the increase for fiscal year 1999/2000 shall not be greater than (TBD) five and one half percent (5.5%) rounded to the nearest cent.~~

17. The basic wage rates established plus the cost of living adjustments for fiscal year ~~1999-2000~~ 2000-2001 shall be as follows:

\$21.26 per hour

\$13.40 trainee rate

The new rate to be determine per the procedure above

18. The same procedure shall apply for fiscal years 2001-2002, 2002-2003 and 2003-2004.

~~Section 4.2 — Hourly Rate for Persons Examined for Transit Operator Position after January 1, 1985.~~

19. ~~The basic wage rate plus cost of living adjustments (hourly rate) for operators who are employed as a result of a civil service examination given after January 1, 1985 will be the percentage of the hourly rate established in Section 4.1 set forth below:~~

Months of	Percentage of Hourly Rate
Employment	Set Forth in Section 4.1
For up to	
1st 35 days	100% of Trainee Rate
0 to 6 mo.	80%
6 to 12 mo.	85%
12 to 18 mo.	90%
18 plus Mo.	100%

21. ~~The number of months of employment in the foregoing table shall be measured from the date the trainee rate is no longer applicable under the terms of Section 4.1.~~

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Section 4.3 Hourly Wage Rate for Transit Operators Hired After January 1, 1997

22. The basic wage rate plus cost of living adjustments [hourly rate] for persons who are employed by the City as transit operators ~~after January 1, 1997~~ will be the percentage of the hourly rate established in Section 4.1 as set forth below:

23.

<u>Employment</u>	Percentage of Hourly Rate
For up to	
1st 35 days	100% of Trainee Rate
0 to 6 mo.	70%
7 to 12 mo.	75%
13 to 18 mo.	80%
19 to 24 mo.	85%
25 to 30 mo.	90%
31 mo. +	100%

24. The number of months of employment in the foregoing table shall be measured from the date the trainee rate is no longer applicable under the terms of Section 4.1.

Section 4.4 Line Trainer Rate.

25. Certain runs in each division will be designated "line trainer runs". Operators who sign on these runs are requested to qualify as certified line trainers by passing the prescribed line trainer course and tests, and are requested to take students. Effective immediately upon ratification by the ~~MTA Board of Supervisors~~, line trainers will be paid ~~\$2.00~~ \$4.00 per hour above their regular rate of pay for each hour or portion thereof while instructing or training students.

Section 4.5 Night Duty.

26. Night duty is any work performed after 6 p.m. or prior to 6 a.m. Operators shall be paid ~~6-1/4~~ 7 percent more than the base hourly rate for work performed during night duty hours.

~~sums paid into the fund for the funding of a health and fitness program and a childcare program for the benefit of Muni operators.~~

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ARTICLE 6. – “AMBASSADOR” AND “FRIENDS OF MUNI” PROGRAMS

33. In the 1996 negotiations, the Union and Muni management discussed two programs designed to “Reinvent Muni.” The Ambassador Program is intended to bring into being a new relationship between operators and passengers as part of a new passenger-centered Muni. “Friends of Muni” is a new organization of Muni riders and businesses and others who are served by Muni to work together to bring a new Muni into being.
34. There has been agreement between Muni management and the Union on these programs, and agreement to work together to bring them into being. A source of funding for these new programs has been established ~~as set out in Section 5.2 herein~~ **under the Municipal Improvement Fund**. ~~Over the next six months,~~ The parties shall work together to develop detailed plans for the two programs, which will be included in appendix C of this MOU.

ARTICLE 7. SENIORITY

Section 7.1 Work Seniority.

35.

(a) Work seniority for regular full-time operators shall be defined as the length of continuous service determined from the date of full-time employment either as temporary or permanent from a regular 9163 Civil Service list. In the event that two or more employees' seniority begins on the same date, said employees' places will be determined by the order of said employees on the Civil Service eligible list from which they were appointed. Work seniority shall prevail for operators with regard to preference in sign-ups and work assignments.

36.

(b) An operator permanently promoted to any position in MUNI ~~the Public Transportation Department~~ other than that of operator shall retain work seniority in case of return to the operator's classification within one year of promotion. After one year, any past service as an operator shall not be counted in establishing work seniority.

37.

(c) An operator receiving a non-civil service or limited tenure appointment to any position in MUNI ~~the Public Transportation Department~~ other than that of operator shall retain work seniority in case of return to the operator's classification within one year of promotion. After one year, any past service as an operator shall not be counted in establishing work seniority.

Section 7.2 City Seniority.

38. City seniority shall be defined as the length of continuous service determined from the day the employee begins work with the City and shall prevail in determining the length of vacations and preference in vacation sign-ups.

Section 7.3 Seniority List

39. Seniority list detailing the date of commencement of service for all operators and their ranking in order of work seniority and vacation seniority shall be maintained at all times in the office of the Director of ~~Public~~ Transportation. Officers of the Union shall have access to the seniority list at all times, and on the first day of each month a revised copy of the seniority list will be supplied to the Union.

Section 7.4 Seniority for Part-Time Operators.

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40. Work seniority for part-time operators shall be defined as the length of continuous service determined from the date of employment as an operator.

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ARTICLE 8. BENEFITS

Section 8.1 Basic Fringe Benefits.

- 41. Operators shall be entitled to receive such fringe benefits as are granted to miscellaneous employees in the City in accordance with applicable provisions of the Charter, ordinances or CSC Rules, except as may be additionally provided in this MOU.

8.2 Dental Plan

- 42. For permanent full time employees, ~~effective 12/28/96 the City~~ MTA shall pickup full cost of the ~~current~~ current citywide dental plan for employees and dependents, and will pay directly to the provider. ~~In addition, in fiscal year 1996/97, the City will contribute \$925,000 to the Trust Fund for reimbursement of the first six months of Dental plan costs.~~
- 43. 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.
- 44. This benefit shall be included in the actuarial study as a MTA ~~City~~ paid health benefit.

8.3 Health Plan Benefits

- 45. For permanent full time employees, effective 1/11/97 the City contribution for employee health benefits shall be at the amount set by the provisions of the Charter, and for dependent health care coverage shall be a total of \$225 per covered employee per month. 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.
- 46. This benefit shall be included in the actuarial study as a MTA ~~City~~ paid health benefit.

Section 8.4 Retirement Benefits

47. For permanent full-time employees, the City shall pick up the employee contribution to Retirement as follows:
48. Effective 1/11/97 the City will contribute to the appropriate pension plan a total of: 8% of pension covered gross salary for old plan SFERS full rate members and 7.5% of pension covered gross salary for new plan full rate SFERS members;
49. Pursuant to San Francisco Administrative Code section 16.61-1 (4)(a), the union hereby elects effective January 11, 1997 to place all employees covered by this agreement into a full retirement contribution status. The parties recognize that the implementation of full contribution rather than reduced contribution is irrevocable.
50. 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.
51. This benefit shall be included in the actuarial study as a MTA ~~City~~ paid retirement benefit.

Section 8.5 Improved Retirement Benefits

52. Subject to the passage of a Charter amendment authorizing the bargaining of retirement benefits, the MTA ~~City~~ agrees to reopen this contract at the request of the Union for purposes of negotiating modifications to current employee retirement benefits.

Section 8.6 Insurance Plan.

53. (a) A life insurance policy of \$14,000 with a permanent total disability benefit provision, subject to the conditions and provisions of said policy, shall be provided for all operators with 5 years or more of -service, the full premium cost of which shall be paid for by MUNI ~~the Public Transportation Department~~. For

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employees with 1 year or more but with less than 5 years of service a similar policy of \$6,000 will be provided. Coverage shall be suspended for an operator who has been off the payroll and been absent from service for a continuous period of twelve months.

54.

- (b) Job-Connected Incidents. MUNI ~~The Public Transportation Department~~ shall provide \$175,000 accidental death, dismemberment and loss of sight coverage for each operator from the first date of employment. This accidental death, dismemberment and loss of sight policy shall be limited to injuries sustained during the course of a felonious assault on the operator provided the injuries arise while the operator is performing the duties of the operator's occupation as assigned and authorized by MUNI ~~the Public Transportation Department~~, or occurs' during direct commutation to and from work by the operator.

Section 8.7 Medical Exams.

55.

- (a) The MTA ~~City~~ shall bear the entire cost of any physical examination to which an operator is required to submit by requirements of the California Highway Patrol or of MUNI ~~the Public Transportation Department~~, provided, however, that if the operator ~~egress~~ agrees to the scheduled appointment and without prior notice which enables MUNI ~~the Public Transportation Department~~, with no charge, to cancel the appointment or a reasonable excuse for an unavoidable failure, fails to keep his/her appointment, the cost of the missed examination shall be borne by the operator.

56.

- (b) Operators required to report to a physician designated by MUNI ~~the Public Transportation Department~~ for physical examination outside their tour of duty will be allowed pay at their regular rate of pay for three hours for each such visit provided they give to their dispatcher, at the first opportunity after the examination, written verification that such examination was held.

57.

- (c) Operators shall be given written notice of a scheduled examination not less than 96 hours prior to the appointment. An operator may be scheduled to fill a canceled appointment with less than 96 hours notice, but if such operator misses his or her appointment, the operator may not be charged for the missed appointment.

(The following sections (d & e) are moved from Sections 30.5 and 30.6)

58.

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- (d) In ~~the~~ cases where MUNI management has reason to believe that an ~~of~~ operators diagnosed as is suffering from a medical mental or emotional stress, elevated blood pressure, eye or heart trouble, or any comparable condition that might affect the operator's ability to perform his/her duties, MUNI management ~~the Public Transportation Department~~ may require the operator to report to the Occupational Health Services (OHS) of the San Francisco General Hospital or other medical facility or physician chosen by MUNI ~~the Public Transportation Department~~ for clearance before returning to work.

59.

(previously Section 30.6)

- (e) In the event of a disagreement between the doctor designated by MUNI ~~the Public Transportation Department~~ and the operator's doctor concerning the fitness of the operator to return to work, MUNIs ~~the Public Transportation Department's~~ doctor and the operator's doctor shall mutually choose a specialist doctor and shall refer the operator to said specialist, whose bill shall be paid by the MUNI ~~Public Transportation Department~~. The opinion of the specialist doctor concerning the fitness of the operator to return to work shall resolve the disagreement.

Section 8.8 Uniforms and Equipment.

60.

- (a) Operators are required to wear the prescribed MUNI ~~Public Transportation Department~~ uniform on duty, and shall not wear the uniform at any other time except on their way immediately to and from assigned MUNI ~~Public Transportation Department~~ work.

61.

- (b) Each operator will be responsible for maintaining the uniform in a clean and presentable condition and for maintaining a neat appearance while on duty. The Director of ~~the Public Transportation Department~~ will have the right to prescribe the parts of the uniform to be worn under different conditions of service. Every operator will display his/her employee number or other identifying number at all times while on MUNI ~~Public Transportation Department~~ business or work, in such manner as prescribed by the Director of ~~the Public Transportation Department~~.

62.

- (c) All items of uniform, uniform insignia, and equipment supplied to an operator by MUNI ~~the Public Transportation Department~~ will be returned to MUNI ~~the Public Transportation Department~~, as required by MUNI ~~Public Transportation Department~~ management, when the operator leaves MUNI ~~Public Transportation Department~~ service. Equipment not so returned will be paid for at cost. MUNI

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~~The Public Transportation Department~~ may direct that the employee's final paycheck be held until such equipment has been properly returned.

63.

(d) Uniforms shall be furnished to operators. The items of uniform apparel to be furnished shall consist of two jackets, two vests, four pairs of trousers, six shirts, two ties; ~~and~~ one cap and cap cover or beret if requested ~~Cable car operators~~ and a foul weather jacket and vest. Two pairs of Bermuda shorts may be substituted for trousers.

64.

(e) Uniforms are to be replaced when they become unserviceable. The unserviceable item must be submitted in order to receive a replacement.

65.

(f) Female operators shall be provided with an appropriate female uniform equivalent to that furnished to male operators. Female operator uniforms may include skirts and culottes.

66.

(g) MUNI ~~The Public Transportation Department~~ management will use its best efforts to arrange with the uniform contractor to maintain extended hours at least one day per week for the issuance of uniforms.

(h) All trolley coach and Historical Car operators shall be issued a visibility vest for pulling and resetting poles and will be required to wear such visibility vest while resetting poles.

(i) MUNI will continue to consult with the Union as the source of supply for the uniforms in support of the City's traditional policy of purchasing Union made items.

Section 8.9 Transit Passes.

67.

Operators, their spouses and legally dependent children under nineteen (19) years of age who are living with the operator shall be provided with system passes pursuant to rules jointly agreed to by MUNI ~~the Public Transportation Department~~ and the Union. Retired employees shall be provided with system passes for the remainder of their lives. Upon separation other than retirement, MUNI ~~the Public Transportation Department~~ may direct that the employee's final paycheck be held until such pass(es) have been properly returned.

Section 8.10 State Disability Insurance.

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68.

- (a) The payment of sick leave pursuant to Rule 20 of the Civil Service Commission shall not be affected and shall be supplementary to payments from State Disability Insurance. An employee entitled to SDI shall receive in addition thereto such portion of his/her accumulated sick leave with pay as will equal, but not exceed, the regular biweekly gross earnings of the employee, including any regularly paid premiums. Such supplementary payments shall continue for the duration of the employee's illness or disability or until sick leave with pay credited to the employee is exhausted, whichever occurs first.

69.

- (b) The MUNI ~~City~~ agrees to continue participating in the State Unemployment Insurance Program as long as applicable laws so require.

Section 8.11. Maternity Leave.

70.

- (a) A pregnant operator may continue to perform her normal duties so long as she is medically fit to do so. Maternity leave is governed by sick leave rules applicable to all operators. A pregnant operator shall be granted sick leave if she submits a certificate from her physician in accordance with Civil Service Rule 20.1. MUNI ~~The Public Transportation Department~~ may require a pregnant operator to submit to a medical examination by an appropriate specialist to determine her fitness to perform her duties as an operator in accordance with Section 20.2 hereof. This provision may be reopened by either of the parties if medical evidence establishes that health and safety factors justify adoption of different rules.

71.

- (b) An operator will be granted childcare or personal leave without pay in accordance with the provisions of Civil Service Rules 20.33 and 20.20 if MUNI ~~the Public Transportation Department~~ determines that it will not interfere with the needs of the service.

Section 8.12 Domestic Partners

72.

In all Articles of this MOU which provide rights or benefits for dependents of a transit operator, the same shall be provided to a Domestic Partner consistent with existing law which may be subsequently amended.

Section 8.13 Sick Pay and Vacation Pay

73.

Any operator using sick pay or vacation pay credit shall be given the option of receiving either eight (8) hours pay or an amount equivalent to run pay

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from their sick or vacation credit. Sick leave without pay will be permitted only after all sick leave with pay has been exhausted.

Section 8.14 Tuition Reimbursement

74. The MTA agrees to allocated forty thousand dollars (\$40,000) per each year of this agreement to the Tuition Reimbursement Program for the exclusive use of classifications represented hereunder. Employees in said classifications may not receive more than five hundred dollars (\$500) per fiscal year from this special allocation.

75. If any portion of said allocation remains unexpended on June 30th of any fiscal year it shall be carried over to the next fiscal year.

75. The Union shall be sent a quarterly report of the persons who have applied for tuition reimbursements, purpose of reimbursement, and monies allocated.

Eligibility.

75. Any regularly scheduled full-time or part-time employee within the City service and the School Districts who has served a minimum of one (1) year of continuous service in any class immediately prior to receipt of application may apply for tuition reimbursement. Such reimbursement shall be for training courses pertaining to the duties of a higher classification or for the purpose of improving performance in the present classification when such courses are offered by an accredited educational institution.

Expenses.

76. The City will reimburse each eligible employee up to \$500 annually for tuition, books, supplies, and other fees for such course if attendance has been approved in advance. The City will attempt to make such payment promptly upon the employee's submission of proof of satisfactory completion of the course with a passing grade. If the course is not graded, or is not a credited course, an official transcript or other official document shall be deemed evidence of satisfactory completion.

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Pre-Approval.

77. Application for reimbursement shall be prepared on a form provided by the MUNI Human Resources Department. Courses require pre-approval by the MUNI Human Resources Department and the Appointing Officer (or designee), neither of which shall be unreasonably denied. Such application for tuition reimbursement shall be made prior to the date of enrollment in the course and, if approved by the MUNI Human Resources Department and the Appointing Officer (or designee), reimbursement shall be subject to successful completion of the course. No reimbursement shall be made if the employee is eligible to receive reimbursement for said tuition under a federal or State Veterans benefit program from other public funds.

Repayment.

78. If an employee resigns from the City within two (2) years following completion of the training course, the amount of tuition reimbursement shall be repaid by the employee to the City by cash payment or out of the employee's last pay warrant or, if applicable retirement earnings.

Section 8.15 Dependent Care Reimbursement Account (DCAP)

The City shall continue to offer a flexible spending account for Dependent Care Reimbursement (DCAP) which allows employees to establish a "pre-tax" account of up to \$5,000 per year to reimburse dependent care costs.

Section 8.16 Drivers License

Operators in service for one year or more shall be reimbursed for the renewal fees of Class B California Drivers License required for the proper performance of the employees for MTA.

93. Three (3) days' leave with pay shall be allowed to each operator for the death of the employee's spouse or domestic partner, parents, step parents, grandparents, parents-in-law, sibling, step child, adopted child, a child for whom the operator has parenting responsibilities, aunt or uncle, legal guardian, or any person who is residing in the household of the operator. Such leave shall not exceed three working days and shall be taken within 30 calendar days after the date of death.

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112. (c) ~~Effective the first full pay period following ratification [of this amendment] by the Board of Supervisors and approval of the Mayor, The City will~~ **continue to** contribute a maximum amount of \$225 per month towards dependent health care coverage for permanent part-time employees who regularly work a minimum of twenty hours per payroll period and upon completion of one year of continuous service.

113. (ii) 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.

114. (c) ~~The parties agree to meet in order to negotiate additional health, dental and retirement benefits for part time operators consistent with the provisions of the Charter and the Administrative Code. Such agreements reached for part time operators shall be implemented on the pay period beginning closest to September 1, 1997.~~

Section 11.8 Civil Service Eligible Lists.

115. **MUNI Human Resources Division shall** ~~The parties will request that the Civil Service Commission~~ establish and maintain separate eligible lists for part-time and full-time operators. If separate lists are established, full-time operators shall be appointed only from the full-time eligible list. There will not be a requirement that an operator work part-time in order to be eligible for full-time employment. If it is necessary to amend, or receive an exemption from, any civil service rule to accomplish the last sentence, the parties agree to request jointly that the Civil Service Commission so arrange.

Section 11.9 Movement Between Part-time and Full-time.

116. In addition to the existing regular part-time and full-time 9163 **Transit Operator** appointment procedures, the movement of operators from full-time to part-time and vice versa shall be subject to the following:

117. (a) A move from full-time to part-time or a move from part-time to full-time can only be made if there is an unfilled position available to be moved into.

118. (b) A part-time operator can move to full-time: 1) if his or her appointment to the operator position was from a regular civil service list; or 2) as may be otherwise agreed upon by the parties to this MOU.

119.

- (c) A move from full-time to part time may be made at any time; however, once this is done the person must stay part-time for at least one year. If more operators wish to move than positions are available, the choice of operators to move shall be made in seniority order.

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converting sufficient part-time operators to full-time status to attain the Available Operator Force total.

126. The Union will work with MUNI ~~the Public Transportation Department~~ to reduce operator absenteeism.

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ARTICLE 14. SCHEDULING AND ASSIGNMENTS

Section 14.1 Schedules

127. It is hereby agreed by TWU and MUNI that establishing appropriate standards and criteria to be followed in setting schedules is of vital importance to the operation of MUNI and to TWU's and its members' acceptance of the schedule setting procedure. TWU and MUNI agree that they will work together to review current practice on MUNI and on other comparable transit systems and will identify potential improvements and alternative scheduling methods for use at MUNI. TWU and MUNI will meet and confer pursuant to the Meyers-Milias-Brown Act on all proposed changes in scheduling matters within the scope of bargaining.

Section 14.2 Development of Schedules.

128. (a) It is the sole right of management to schedule service in the most cost effective manner consistent with the transit needs of the public. Except in emergency situations rendering such action impossible, all proposed scheduling changes will be discussed by management with the union at the earliest possible date. The Union shall be given access to all information available to the schedule department concerning schedule changes, and union division officers shall be permitted to observe and comment on the development of schedules during the process of development. **Except for special runs on special events,** ~~Not less than 60~~ **30** **calendar** days prior to the time a schedule is planned to go into effect, the schedule and traffic department shall meet with the union division officers to discuss proposed service changes. Not more than five days after this initial meeting the union shall inform management of any objection it may have relative to proposed service routes, headways, recovery times and running times only on the basis of health or safety hazard to operators. Not more than ten days after the initial scheduled meeting, representatives of management and the union shall meet and endeavor to resolve any differences. If the differences cannot be resolved by mutual agreement, the union may appeal management's proposed action to a **Director of the MTA Board** ~~Public Transportation Commissioner~~ chosen by lot who will have presented to him or her the arguments of both management and union and shall render a decision as to the implementation of the proposed schedule changes. The union's appeal to the **MTA** ~~Public Transportation Commission~~ may concern only matters of health or safety hazard to operators. Those matters under appeal will be presented to the **Director** ~~Commissioner~~ not more than 13 days after the initial scheduled meeting. The schedule change will

not be implemented until the Director ~~Commissioner~~ so decides. The Director ~~Commissioner~~ shall render a decision within two working days after the hearing date.

129.

- (b) If the union does not agree with the decision rendered by the Director ~~Commissioner~~ pursuant to subsection (a), the union may present the issue to an arbitrator under the regular grievance procedure and the schedule change will be implemented on the scheduled date. If the arbitrator rules that the schedule change was or is a hazard to the health or safety of operators, management shall immediately modify the schedule as ordered by the arbitrator and shall pay such penalty pay to the operators involved as determined by the arbitrator. Both parties will cooperate to expedite the presentation of the case to the arbitrator.

130.

- (c) The Schedule and Traffic Department shall make available to the Union all final schedule documents including runs and daily and weekly work schedules with daily scheduled pay listed. The Union shall have the opportunity to review such material and make suggestions relative to revisions that do not affect total scheduled pay hours. The Union shall make suggestions in writing within 72 hours of receipt of the final schedule documents. The Schedule and Traffic Department shall endeavor to implement the suggestions relative to such work scheduled and present any revised documents to the Union prior to the posting of schedules, provided, however, that the decision of the Schedule Department Head shall be final.

131.

- (d) In preparing schedules for review under this section, the Schedule Department shall provide adequate running, recovery and layover time in each run so that the health and safety of operators is not adversely affected. It is recognized by the Union and MUNI ~~the Public Transportation Department~~ management that this goal must be worked on continuously. Within 30 days following the execution of this MOU, the parties will establish a joint committee to examine ways and means of achieving the goal. Such examination may include a detailed study of the schedules and actual experience on specific lines, as well as surveys of scheduling procedures and allowances, both on MUNI ~~the Public Transportation Department~~ and on other local transit systems. The Committee will submit a report to the Union and the Director of ~~the Public~~ Transportation Department not later than 6 months after its formation and the parties will meet and confer on the issues of running, recovery and layover time in schedules and any amended scheduling procedures will be put into effect when agreement is reached. The joint committee set up under this section shall meet no less than once every six months to review

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- (iii) Such reassignments shall last only until the next division or general sign-up and any operator who believes that he/she will have a serious hardship as a result of the change may appeal directly to the Director of ~~the Public Transportation Department~~ or his/her designee and may be represented by the Union, or

139.

- (c) If the change is greater than 30 minutes, and more than 10 runs have been changed, there shall be a line or division sign-up, as appropriate, conducted as soon as practicable.

Section 14.5 Temporary Reassignment Due to Equipment Failures.

140. If service is down on any street car or trolley coach line due to facilities failure and such outage continues for two days or longer, or if any time there is a failure of the cable machinery, or other occurrence rendering the cable cars inoperative, regardless of length, notwithstanding any other limitations on reassignment, operators or other platform employees working the affected runs may be reassigned to the extra board at any division for the length of the outage. The following conditions shall apply in the event this section is implemented:

141.

- (1) The operators to be reassigned and the choice of reassignments shall be determined by inverse seniority. The operator shall carry to his reassignment his system seniority when assigned to an extra board.

142.

- (2) Operators reassigned shall receive their run pay or the pay on the run to which they are reassigned, whichever is higher.

143.

- (3) Any operator who is not eligible for a class 2 chauffeurs license will be given alternative work not requiring a class B license, but if the alternative assignment does not provide more than eight hours per day, the operator shall receive eight hours pay per day rather than his run pay.

Section 14.6 Headway Premium

144. Any operator missing a headway for two or more hours for two consecutive days, or more, shall receive a premium of \$2.00 per hour for the actual time so worked, commencing on the second day.

Section 14.7 Service Reassignments

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ARTICLE 15. SIGN-UPS

Section 15.1

145. The parties agree that force levels and stability of runs are factors in sign-up problems (e.g. disruption of operations). If after the next two sign-ups following the ratification of this MOU, there has been an opportunity to experience the force level and stability effect, and there is still a problem with sign-ups, the sign-ups may be shifted to evenings or Saturdays.

Section 15.2

146. There shall be one general sign-up and three division sign-ups each calendar year at dates to be agreed upon between the Union and the Director of ~~the Public Transportation Department~~. Any variation from this pattern will be mutually agreed upon by the Union and the Director of ~~the Public Transportation Department~~.

Section 15.3

147. Sign-ups for part-time operators shall conform to the procedure for full-time operators, but shall be limited to those runs designated as part-time runs and the part-time extra board.

Section 15.4

148. Procedures for general and division sign-ups shall conform to that set forth in existing general bulletins concerning sign-ups. Any changes in procedure shall be mutually agreed upon by MUNI ~~Public Transportation Department Management~~ and the Union.

Section 15.5 Runs Subject to Daily Reassignments (SDR)

Previously Sideletter #19

~~Commencing with the June 19 (Green division) or July 3 (Woods, Kirkland, Flynn, Potrero, Presidio divisions) sign-up, SDR—Subject to Daily Reassignment runs will be effective. SDR runs will be selected from the Equipment Availability Listing for each Division effective with the new sign-up. The number of SDR runs will be as follows:~~

In order to meet the needs of service and reduce multiple headways SDR runs will be designated in each Division. The SDR runs will be selected for each sign-up from the priority list. The number of SDR runs per division are as follows:

Woods, Potrero, Presidio, Kirkland	10 runs each
Flynn, Green	10 runs each

Employees who meet the criteria of a “Expert Operator” shall be granted a premium of fifty cents (\$.50) per hour.

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ARTICLE 16. RAIL OPERATIONS ~~OF THE MUNI METRO~~

Section 16.1 Muni-Metro Runs.

149. Management may establish Muni-Metro runs. At the time of sign-up, the description of each Muni-Metro run shall include the following characteristics:
- (1) The starting and ending time of the run will be stated.
 - (2) The starting and ending time of any split scheduled in the run will be stated.
 - (3) The place of starting and ending the run, and any relief points in the run, will be stated.
 - (4) The days off will be stated.
 - (5) The primary line(s) and/or scheduled fall-backs of the run(s) will be stated.
 - (6) The bi-weekly pay for the run calculated on the basis of scheduled hours of work shall be stated.

Section 16.2 Muni-Metro Assignments.

- 150.
- (a) Notwithstanding the description of a Muni-Metro run for sign-up purposes, the Metro dispatcher or other appropriate authority may assign a Muni-Metro operator to any Metro vehicle to be operated on any Metro line at any Metro terminal at the end of any one-way trip.
 - (b) The K and M lines may be combined in establishing assignments, provided that an operator trading cars at Metro Station in order to operate the combined K-M line shall be provided a safe arrangement for making said car trade.
- 151.
- (c) No changes shall be made in methods of operation in the Muni-Metro which affect operator working conditions without meeting and conferring between the Union and Management.

Section 16.3 Work Past Relief Time.

152. In the event an employee is not relieved at his or her scheduled time of relief, either because the operator's relief failed to report or because of unanticipated service disruption, the employee who is to be relieved must call Central Control and proceed in-service. If an employee is not immediately available to make a relief, Central Control, Inspector, or other person in authority may order the

employee to continue in-service for a maximum of one and one-half hours. If a relief is not assigned in that time period, the employee may "lay up" the car at the Embarcadero Station after calling Central Control by radio or telephone. Turning in a car ahead of schedule, whether or not relief is involved, is prohibited without authorization.

Section 16.4 Removal of Operator from LRV Runs.

153. Operators working on LRV equipment as a result of bidding for such work at a sign-up shall not be removed from LRV operations as a disciplinary measure on violations which are not related to LRV operations.

Section 16.5 Multiple Car Trains.

154. (a) Multiple car trains are two or three cars coupled for lead car control. During the term of this MOU, LRV operators may be assigned to operate two or three car trains while the cars are in operation between West Portal or Church-Duboce and Embarcadero Stations. An LRV operator may be assigned to operate two cars for pull out and pull in movements on the street, provided that the second car is not in service and its doors are not operated.

55.

- (b) The Union and the Director of ~~the Public Transportation Department~~ agree that the parties will meet and confer on the assignment of operators for the operation of more than 3 cars in tunnel operations, and of more than one car per train in revenue service on the street. It is agreed that the meet and confer process referred to in this section shall be completed not later than nine months after it is begun.

Following section from Sideletter Agreement May 15, 2000.

Removing Operator on Second Car M-Line

This letter is to confirm the agreement arrived at on May 15, 2000 concerning the removal of the operator on the second car on the M- Line.

The Union ~~Transport Workers Union Local 250-A~~ agrees that the removal of the operator will take place at the time of the September 2000 sign-up. Between now and the September 2000 sign-up, the Union and MUNI management shall each appoint 2 members of a working party which will review the issues of safety and security on the second car when the operator is removed. The committee will report to the Union and MUNI management three weeks before the September 2000 sign-up so that any action needed can be taken.

Section 16.6 Fall-back Policy.

156.

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- (a) Fall-backs for LRV operators may occur at any terminal or at the West Portal, or Church-Duboce Stations.

157.

- (b) Each location where a fall-back occurs shall have access to a telephone and be equipped with adequate separate restroom facilities for male and female operators. Where practicable, such restrooms shall not consist of portable toilets. At fall-back locations where a rest area is not currently available, i.e. 2nd and King, 48th and Judah, and 46th and Wawona, fall-backs shall be not less than seventeen (17) minutes.

158.

- (c) Unscheduled fall-backs shall not result in the operator missing by more than one hour his or her scheduled split time or scheduled end of shift.
- (d) Fall-backs shall be not less than 12 minutes. If a serious disruption of service would result from providing the fall-back time, the fall-back may be shorter than 12 minutes, but the time missed from the fall-back will be added to the 12 minutes provided at the next fall-back.

Section 16.7 Proof of Payment Program

159. The Proof of Payment program on Breda cars in revenue service may be modified to include the operation with one operator of up to three (3) cars in the tunnel providing additional service and of two (2) cars per train in revenue service on the street. A Proof of Payment program may be introduced on other Muni Metro equipment after such a program can be introduced safely for passengers and operators.
160. (a) Prior to implementation of a Proof of Payment program on other than Breda cars, the Safety Committee established by Section 21.2 shall address safety and security concerns on the Proof of Payment program.
161. (b) The Safety Committee will also address the issue of establishing guidelines for the responsibility of operators for incidents or accidents that occur on the second or third car. The Safety Committee's recommendations shall be submitted no later than October 1, 1999.
162. (c) Any operator displaced as a result of a Proof of Payment program shall be reassigned to another operator position, in accordance with provisions of this MOU.
163. (d) Operators shall be used in instances where Muni requires an employee to perform the function of fare collection in the street.

Section 16.8 **Cable Car Operations**

Previously Sideletter #10

1. SCHEDULES

Local 250-A and Muni Management agree that our goal is to operate the Cable Cars in place and on time.

2. TURNTABLE RULES – POWELL AND MARKET

There will be a starter at Powell and Market **and Beach and Hyde**. Local 250-A and Muni Management will jointly select the operator to this shift. The starter shift will be filled seven (7) days a week. The hours of work will be from 10:00 AM to 8:00 PM (no split).

- a. The starter is instructed that when the lead car crosses O’Farrell Street, the next car must be dispatched from the Powell and Market turntable.
- b. In the event of emergencies, where long gaps in service exist, the starter shall have the authority to hold cars and dispatch as necessary in an effort to restore headways.

3. TURNTABLE RULES – OUTER TERMINAL 59 (MASON) & 60 (HYDE) LINES

- a. Crews are to go on the turntable sufficiently in advance of their scheduled or assigned leaving time so as to be able to leave on their SCHEDULED OR ASSIGNED LEAVING TIME.
- b. When you are the first car waiting to go on the turntable and a third (3rd) car arrives at the terminal, the crew of the first car is to immediately go on to the turntable...REGARDLESS OF THE AMOUNT OF TIME REMAINING BEFORE YOUR SCHEDULED OR ASSIGNED LEAVING TIME.

TERMINAL RULES – INNER TERMINAL – 61 (CALIFORNIA) LINE

- a. The first car waiting on the nearside of California and Drumm must move into the terminal and loading area immediately after the terminal is clear of Cable Cars.

4. HEADWAYS

- a. Inspectors **or expeditors** are to use eight (8) minute headways when returning the line to “on time.”
- b. When less than the scheduled number of cars are available, on a given line, the headways will be extended based upon the number of cars.

5. SWITCHING MODES

Local 250-A and Muni Management agree that voluntary switching of modes will become effective on April 24, 1989.

6. RELIEFS

Cable Car inspectors are to make every effort to insure that crews get off on time without adversely effecting service.

ARTICLE 18. WORK ON REGULAR DAY OFF (RDO)

Section 18.1 Policy.

173. It is ~~MUNI's the Public Transportation Department's~~ desire that the days off scheduled for an operator remain available to the operator for non-work activities. However it is recognized occasionally that ~~MUNI's the Public Transportation Department's~~ needs for operators will not be met from the extra board and the use of volunteer operators working on their day off may be necessary.

Section 18.2 Ineligibility for Work on RDO.

174. (a) An operator who within the last 10 scheduled work days has:
- (1) ~~had a miss-out~~ **been AWOL** and said **AWOL** ~~miss-out~~ is not excused by the Division Manager, or
 - (2) had an unexcused absence or called in sick when he or she had less than 8 hours of accrued sick leave, is ineligible for work on his or her regular day off. If the Union presents evidence to ~~MUNI the Public Transportation Department~~ Management that this procedure is not being administered consistently, fairly, and equally, the **Chief Operations Officer** ~~Deputy Director, Operations~~ and the Union will meet and discuss the procedure for Eligibility for Work on RDO. If not resolved, the matter will be referred to the Director of ~~Public~~ Transportation.
175. (b) No operator who has a combination of 3 **AWOLs** ~~miss-outs~~ or 3 unexcused absences in the 2 months prior to an RDO may work on that RDO.
176. (c) No operator who has been suspended during the 2 months prior to an RDO may work on that RDO.

Section 18.3 Regular Day Off.

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

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181. All MUNI ~~Public Transportation Department~~ operators are required to be qualified and to remain qualified to operate all types of transit equipment unless specifically excluded by MUNI ~~Public Transportation Department~~ management from operating any one or more types of equipment.

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matter is still not resolved, subject to the budgetary and fiscal provisions of the charter, the committee is authorized to take reasonable steps to publish at MUNI's ~~the Public Transportation Department's~~ expense its findings and proposed action.

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ARTICLE 22. RULES AND POLICIES

185. It is the intent of MUNI ~~Public Transportation Department~~ management during the course of this contract to publish a new compilation of rules and policies. The current rules and policies will be reviewed and updated and rewritten as appropriate, and shall not modify or violate any terms of this MOU. The proposals will be given to the Union and meet and confer sessions shall be held as to all rules that significantly affect terms and conditions of employment.
186. In an emergency, MUNI ~~Public Transportation Department~~ management may give immediate effect to a rule or policy if it determines that immediate imposition is necessary for the safety of passengers or operators or the operational sufficiency of the system. The time period for which the emergency is in force will be indicated on the order announcing the emergency rule or policy. An emergency rule or policy may not remain in force for longer than 30 days unless reissued by MUNI ~~Public Transportation Department~~ management after discussions with the Union.

after MUNI ~~the Public Transportation Department~~ had knowledge of the event or occurrence charged or the offense will be deemed waived.

Section 23.3 Timing of Discipline.

190. If an employee raises a grievance in connection with any proposed discipline, except in cases of an operator reporting to work or operating a ~~Public Transportation Department~~ MUNI vehicle while under the influence of an alcoholic beverage or any drug, or under the combined influence of an alcoholic beverage and any drug, the unlawful use or possession of a drug or alcoholic beverage, mishandling of funds, vicious conduct, or serious willful abuse of MUNI ~~Public Transportation Department~~ equipment, the discipline will not be carried out until the employee has been given a due process hearing at step 1 and 2 and/or 3 of the grievance procedure. The employee shall be entitled to union representation during the hearing process unless the employee refuses union representation. In any event, the Union shall have a right to be present. The hearing officer at step 1, step 2 or step 3 of the grievance procedure shall have authority to sustain, modify, or dismiss the proposed discipline. If the proposed discipline is not sustained by the hearing officer, no record of the proposed discipline shall be entered on the employee's record. at the conclusion of the grievance procedure, it is determined that the discipline is appropriate. After the expiration of one year after the imposition of discipline, no reference may be made to that entry in any future disciplinary proceeding.

191. Proposed Suspensions:

192. In cases of discipline involving proposed suspensions of five (5) days or more, the discipline will not be implemented until after step 3 if sustained or modified at that step. If sustained at Step 3, the employee shall immediately serve a maximum of five (5) days of the proposed suspension. The balance, if any, will be recorded in the employee's record as time served for the purposes of demonstrating progressive discipline.

193. Proposed Dismissals:

194. In cases of discipline involving proposed dismissals, the grievance shall move directly to Step 3 of the grievance procedure. At Step 3 the employee

shall be given a due process hearing. The employee shall be entitled to Union representation during the hearing process, unless the employee refuses Union representation. In any event, the Union shall have the right to be present. If the dismissal is sustained at Step 3, the employee shall be immediately dismissed.

Section 23.4 Passenger Service Reports, (PSRs)

195.

(a) The parties acknowledge the list of Major PSR's currently in use, and which are attached as an Appendix to this agreement. ~~MUNI The department~~ may modify the list of major PSR's upon 14 days notice to the union, subject to the requirements of Meyers, Milias Brown Act, MMBA.

196.

(b) Minor PSRs will be discussed with the operator and filed for a period of 12 months with no record entry made. When an operator has received a total of five minor reports within the previous 12 months or three minor reports of a similar nature within the previous 12 months, the operator will receive a formal warning, to be entered on the personnel record, that, the next PSR received will be treated as a major report.

197.

(c) After a finding by the department against an operator based on a Major or sufficient number of Minor PSR's as described above, the findings shall be referred to a hearing officer to be selected by the Director of Transportation ~~appointing officer.~~

198.

(d) Before an operator is suspended or terminated as a result of a major passenger service report, the operator shall have the right to be heard and the right to face his or her accusers or witnesses subject to (e) below, and may be accompanied by a Union Representative at the hearing. Hearings shall be held at a MUNI Muni leased or owned property convenient to complainant and witnesses, and shall be scheduled at a time when complainant, witnesses and the operator can attend. The complainant shall have the right to be present throughout all phases of the hearing except for the hearing officers final determination.

199.

(e) If a hearing is scheduled at a time when the operator can attend, and if the operator has been properly notified and proper arrangements made for relief, and the operator fails to appear at the hearing, the hearing officer may hear the testimony of the complainant and the witnesses, who may be examined by the Union representative. Under these circumstances, the hearing officer may make a decision regarding the merits of the PSR in the absence of the operator and/or the Union. ~~If the complainant and/or witnesses~~

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~~appear at a scheduled hearing, and if the accused operator is absent, the complainant and/or witnesses may give testimony and be examined by the Union Representative. The complainant and/or witnesses shall not be required to return at a continued hearing date when the operator is in attendance.~~ The weight given to testimony provided in the absence of the operator shall be at the discretion of the hearing officer.

200.

- (f) If a PSR is appealed to the grievance procedure, and, if at the completion of the grievance procedure it is determined that the operator was not responsible for the behavior charged, the PSR shall not be entered into the operator's record.

201.

- (g) No record shall be made relating to a PSR if the PSR is anonymous.

202.

- (h) The parties agree that it may cause a hardship for some passengers to appear during normal working hours (8:00 a.m. - 5:00 p.m.) for a hearing on a PSR. Therefore, in addition to holding hearings during normal work hours, MUNI ~~Muni~~ may hold PSR hearings beyond normal business hours when required to provide for complainant testimony.

203.

- (i) Management shall keep a record of the name of the complaining passenger, nature of complaint and date of complaint for a period of 12 months. If a passenger has a record of making complaints against operators, said record shall be taken into account in evaluating that passenger's complaints. For the purpose of representing an employee in connection with a PSR, the Union may review the record relating to prior complaints by the passenger, if any.

204.

- (j) In reviewing major PSRs, the employee's record of major PSRs over the prior 36 months may be considered.

Section 23.5 Lateness and Absence Without Leave (AWOL) Program

205.

It is jointly recognized by MUNI and TWU that the most effective approach to the lateness and Absence Without Leave (AWOL) problem is to prevent them from happening. Such an approach can most effectively be introduced by managerial behavior dealing with operators as individuals rather than merely applying formulas of punishment for behavior. The Director of ~~Public~~

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Brown Act, San Francisco Charter, Civil Service Rules, the San Francisco Administrative Code and other applicable laws and regulations.

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Division Superintendent at any time within five (5) calendar ~~three (3)~~ days after notice of a proposed disciplinary action or, in the case of noncompliance with, or a misinterpretation or misapplication of any working condition, rule or resolution of the MTA Commission affecting its employees, or within five (5) calendar ~~three (3)~~ days of the occurrence of such event. A representative of the Union shall be permitted to be present at this discussion. The Division Superintendent to whom the grievant makes this complaint shall have five (5) calendar days to review and investigate the grievance, conduct a hearing, during which the union representative and the grievant shall have an opportunity to present their case. The Division Superintendent shall communicate the decision in writing to the grievant and to the Union, ~~if a representative of the Union was present~~, within five (5) calendar ~~two (2)~~ days after receiving the complaint.

Step 2: (Modal Department Level)

251. The grievant or the Union may appeal from the decision at step 1 within five (5) calendar ~~three (3)~~ days after the step 1 decision. This appeal shall be in writing and shall set out fully the basis of the grievance. The appeal shall be made to the modal General Superintendent of ~~Surface~~ Transportation. The General Superintendent shall have five (5) calendar days to review and investigate the grievance and conduct a hearing, ~~communicate the decision to the grievant and to the Union, from~~ during which the union representative and grievant shall have an opportunity to present their case to the General Superintendent. ~~if he/she deems it necessary.~~ The General Superintendent shall communicate the decision, in writing to the grievant and the Union ~~within~~ five (5) calendar ~~three (3)~~ days of receiving the grievance after the hearing. ~~the General Superintendent shall render his/her written decision, sending it to the Union representative and the grievant. Grievances raised by the Union shall be initiated at Step 2, within the same time limits as prescribed for step 1.~~

252. ~~The savings rendered by the amendment of this step 2 procedure shall be used for incentive programs.~~

Step 3: (Director of Transportation Level)

253. At any time within five (5) calendar days after the Step 2 decision, the grievant or the Union may appeal in writing therefrom to the Director of Transportation or designee ~~Deputy Director of Operations~~. The Director of Transportation ~~said Deputy Director of Operations~~ or his/her duly designated representative shall have thirty (30) calendar days to conduct a hearing on the grievance in cases of discharge.

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254. In all other cases, the Director of Transportation or designee shall have thirty (30) calendar days to review and investigate the grievance, including a meeting with the Union President or designee, and seek resolution of the grievance. ~~within five (5) days after receipt of the appeal, and the grievant and the Union shall be given notice thereof and an opportunity to be heard. Within seven (7) days after the close of the hearing, the said Deputy Director of Operations shall file~~ The Director of Transportation or designee shall communicate the decision, in writing, ~~the written decision and deliver a copy thereof to the grievant and to the Union~~ within thirty (30) calendar days of receipt of the grievance.

255. Where the grievance ~~is directed against a proposed disciplinary dismissal,~~ involves the adverse effect of a schedule on the health and safety of employees, the grievance shall be initiated at Step 3, and must be raised within ten (10) calendar ~~four (4) days of mailing to the grievant's last known address the notice of intention to file charges for dismissal~~ the date of the event giving rise to the Union's health or safety concerns.

Step 4: (Arbitration Level)

256. The Union or the grievant may, at any time within ten (10) calendar ~~seven (7) days~~ after the mailing of the Step 3 decision, appeal from such decision to an outside the impartial arbitrator ~~hearing officer~~ by filing written notice of the appeal with the Director of Transportation or designee ~~Deputy Director of Operations and impartial hearing officer,~~ except where the appeal is from a proposed disciplinary dismissal, in which event the appeal must be initiated within one (1) day of the Step 3 decision. The parties shall schedule a impartial hearing with an arbitrator ~~officer shall conduct a hearing on the grievance or grievances submitted to him/her within~~ thirty (30) calendar ~~ten (10) days~~ after their receipt of ~~by him/her,~~ except when the grievance by the Director of Transportation or designee. If the grievance involves a proposed disciplinary dismissal, or involves the adverse effect of a schedule on the health or safety of employees, ~~in which event~~ the hearing shall be scheduled ~~begin~~ within ten (10) calendar ~~two (2) days.~~ At the request of the impartial hearing officer such witnesses report to the Director of Public Transportation, the Deputy Director of Operations, the grievant, and to the Union within five (5) days after the close of the hearing, except when the grievance involves a proposed disciplinary dismissal,

~~or involves the adverse effect of a schedule on the health or safety of employees, in which event the report shall be rendered within one (1) day after the close of the hearing.~~

257. The Arbitrator ~~report~~ shall prepare a decision containing ~~contain~~ a factual summary of the grievance or grievances, the evidence, and his/her ~~a recommended~~ decision. The decision of the Arbitrator shall be final and binding on the parties, except for those grievances where operator absenteeism is a cause for discipline. In those cases the Arbitrator's decision shall be advisory to the Director of Transportation, and the Director of ~~Public~~ Transportation shall exercise his/her discretion in accepting, modifying or rejecting the Arbitrator's recommended decision.
258. ~~In computing the time within which any action must be taken under the foregoing procedure, Saturdays, Sundays, and holidays shall not be counted.~~ A grievance may be denied at any level because of failure to adhere to the time limitations.
259. By written stipulation of the grievant or the Union and MUNI management, ~~the Deputy Director of Operations,~~ the time limitations may be waived. The Arbitrator ~~impartial hearing officer~~ shall have the power to excuse failure to comply with time limitations.
260. By written stipulation of the grievant or the Union and MUNI management ~~the Deputy Director of Operations,~~ any of the foregoing steps may be bypassed, and the matter carried to the next higher step within the time limits for the appeal to the bypassed step.
261. (c) Nothing contained in this procedure shall be construed to deny to any employee his/her rights under the law or under applicable civil service rules, regulations and practices, or to diminish the powers and duties of the Director of ~~Public~~ Transportation, as prescribed in the Charter of the City and County of San Francisco.
262. (d) The Director of Transportation or designee ~~Director of Public Transportation~~ and the Union shall endeavor to agree upon a list of three (3) arbitrators ~~an impartial hearing officer~~ to serve for an agreed period of time. Should these parties fail to reach such agreement within thirty (30) calendar ~~twenty (20)~~ days after the execution of this agreement ~~adoption of these rules,~~ then, ~~upon~~ the parties shall ~~written~~ request from outside arbitration and/or

mediation organizations of either party, ~~the American Arbitration Association~~
to provide a list of three (3) names of impartial hearing officers experienced
in labor/management grievances and transportation from which the
arbitrators shall be selected to hear Step 4 level grievances. From the list
of three (3), the parties shall each alternately strike names from the list
until only one (1) name remains. The arbitrator whose name remains after
the parties have so alternately stricken shall have the authority to appoint an
impartial hearing officer pursuant to its rules, who shall serve as the impartial
arbitrator for the grievance for an agreed period of time. The cost of the
services of the arbitrator and court reporter, if any, ~~impartial hearing officer~~
shall be shared equally by the Union and MUNI ~~the Commission~~, except that if
the grievant reaches Step 4 without Union participation, the cost shall be shared
by the grievant and MUNI ~~the Commission~~. In the event the grievant does not
desire to share in the cost of the arbitrator ~~impartial hearing officer~~, Step 4 shall
be bypassed.

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ARTICLE 32. ALCOHOL AND DRUG REHABILITATION PROGRAM
EMPLOYEE ASSISTANCE PROGRAM

286. TWU Local 250A and MUNI ~~the Public Transportation Department (“PTD”)~~ hereby agree to create an Employee Assistance Program for term of this MOU ~~fiscal years 1996-1997 to 1999-2000~~ as follows:

A. Overview of EAP Program

287. 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.

288. 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.

289. 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:

290. Motivating employees to help;

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

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

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

294. Providing crisis intervention services;

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

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- 306. Provide referral services to professional community resources for treatment and/or assistance, as may be appropriate.
- 307. Provide continuing liaison and contact, when appropriate, between the employee, treatment agent or agency, and Employer to determine case status.
- 308. Provide monthly statistical evaluation of program activity, and other reports, as needed.
- 309. 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.
- 310. Assess all employees involved in Critical Incidents (e.g., on the job assaults, threats and/or accidents) that occur while on duty.
- 311. Provide up to three (3) counseling visits per employee involved in a Critical Incident.
- 312. Develop Critical Incident Program Policies and Procedures.
- 313. Provide Critical Incident Case management, including:
- 314. (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;
- 315. (b) Assisting employees in securing additional counseling visits beyond the three (3) Critical Incident/trauma response visits described above, when necessary.

B. Organization

- 316. (1) The Joint Labor-Management Committee:
- 317. (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 MUNI ~~the City~~.
- 318. If MUNI ~~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, MUNI ~~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.

319.

The Committee shall elect from its ranks a Chairperson and a Co-Chair, one of whom shall be a MUNI ~~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 MUNI ~~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 Director of Transportation ~~PTD Director~~ shall provide staff support to the Committee as appropriate.

320.

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

321.

(b) Functions: To receive and review information regarding the Substance Abuse and Peer Assistance Programs

322.

(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 MUNI ~~the PTD~~ may elect to combine the joint labor-management committee established here and in the Local 250A Agreement.

(2) Substance Abuse Program:

323.

The Director of Transportation ~~PTD Director~~ 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:

324.

The MTA ~~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 Muni Improvement Fund shall engage an outside contractor to provide these services.

(4) The Peer Assistance System:

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325.

(a) Structure:

326.

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 ~~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:

327.

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) MIF Liaison:

328.

The MIF Liaison shall be an individual designated by the Director of Transportation ~~PTD~~ to serve as MUNI's ~~the City's~~ emissary in matters such as labor relations and administrative issues.

(d) Qualifications:

329.

- 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

330.

- 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

331.

- 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

332.

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

333.

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

~~(e)~~ **(e)** Duties:

334.

- Assist employees in accessing the Voluntary Substance Abuse Program and EAP.

335.

- Provide on-going support and case management for clients in the Voluntary Substance Abuse Program.

336.

- Abide by state and federal confidentiality laws.

337.

- Publicize the EAP verbally and through distribution of literature.

338.

- Provide employees with information regarding the EAP and Voluntary Substance Abuse programs and create a forum for employees to discuss their concerns.

339.

- Assist in publication of Voluntary Substance Abuse Program newsletter.

340.

- Seek out opportunities to participate in training programs to further develop knowledge and skills.

341.

- Develop and implement new ideas to increase utilization and maximize the effectiveness of the EAP and Voluntary Substance Abuse Programs.

342.

- Develop and maintain a professional environment in which to interact with clients.

343.

- Develop a group of volunteers in the divisions to support the goals of the EAP and Voluntary Substance Abuse Programs.

344.

- Assist in education and training sessions for new and existing employees.

345.

- Keep accurate records of client contacts and promotional activities.

~~(d)~~ **(f)** Staffing:

346.

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.

~~(e)~~ **(g)** Volunteer Peer Assistants:

347.

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.

~~(f)~~ **(h)** Functions:

348.

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

~~(g)~~ **(i)** Civil Service Commission Approval:

349.

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)

350.

- (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.

351.

- (2) In the case of the up to two voluntary, employee-initiated referrals, ~~MUNI~~ **the PTD** 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

352. 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

353. 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.

354. 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

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

G. Funding

356. During the term of this agreement ~~fiscal years 1996-1997 to 1999-2000~~ the Employee Assistance Program and the Peer Assistance Oversight Committee shall continue to be funded by MUNI ~~the MIF~~ in an amount not to exceed \$150,000 per year.

H. Special Provisions

357. Any proposed discipline resulting from the FTA Drug and alcohol testing program shall be in accordance with the MOU, as amended June 12, 1995. MUNI ~~The PTD~~ and the MTA ~~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 Director of Transportation ~~PTD Director~~ 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.

of the AVL/AVM system for disciplinary purposes will be subject to meeting and conferring between the Union and ~~MUNI Public Transportation Department~~ Management. Prior to the implementation of the AVL/AVM system, the Union and ~~MUNI Public Transportation Department~~ Management shall meet and confer on any working condition or work rule changes resulting from the introduction of the system.

Section 33.9 **Light Duty Program**

Previously Sideletter #23

The procedure set forth below shall constitute ~~MUNI's the San Francisco Municipal Railway's~~ **Light Duty Program; jointly established by MUNI** ~~the San Francisco Municipal Railway~~ and the Transport Workers' Union, Local 250-A:

1. A number of active 9163 positions will be set aside by the ~~Surface Transportation office~~ **DGM of Transportation** and shall be designated Light Duty.
2. Any employee who is medically certified and qualified for any one of the designated positions must be able to perform the job or be trained to perform the job within five (5) days or less.
3. Employees will be assigned to these positions on a first-come, first-serve basis. If two or more requests are made on the same date, seniority shall prevail.
4. Preference shall be given to:
 - a. Employees returning from industrial injury and released for light duty;
 - b. Medical reasons;
 - c. Union request.
5. Once all designated positions are filled, a waiting list will be kept in the ~~Surface Transportation~~ **DGM of Transportation** Office. The list will be maintained in receipt order.
6. Exceptions to the above are by approval of the Director only.
7. The positions that will be designated Light duty shall be at the discretion of the Director.

ARTICLE 34. NO STRIKE CLAUSE

374. Strikes, slowdowns or work stoppages are prohibited during the term of this MOU. The MTA ~~City~~ agrees not to conduct a lockout against any of the employees covered by this MOU during the term of this MOU.

ARTICLE 35. ORDINANCES PURSUANT TO CHARTER A8.404

375. On the execution of an MOU containing the wage rates, Trust Fund contribution or other reopened terms for fiscal years 2000-2004 ~~1996-2000~~, the MTA Board will enact appropriate legislation ~~an ordinance~~ each year pursuant to Section 8.404 of the Charter containing the new wage rates, Trust Fund contribution, and any modified terms resulting from the meet and confer process. Said legislation ~~ordinance~~ shall remain in effect until ~~with~~ the adoption of ~~an ordinance~~ ~~establishing~~ different legislation ~~provisions~~.

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CUSTOMER SERVICE INCENTIVE PROGRAM

PREAMBLE

To encourage all 9163 Transit Operators to maintain excellent customer service the following customer service incentive programs are established:

MUNI-WIDE CUSTOMER SERVICE BONUS

All full-time qualifying 9163 Transit Operators shall receive a \$ 150.00 (\$75.00 for part-time Operators) Customer Service Bonus following each Qualifying Fiscal Year in which there was at least a ten percent (10%) reduction in the total number of Passenger Service Reports (PSR's) received by MUNI.

To qualify for this incentive bonus, each full-time Operator must have actually worked at least 1,600 hours in each Qualifying Fiscal Year in revenue service, and have received no more than four (4) PSR's. Part-time Operators must have worked at least 1,000 hours in each Qualifying Fiscal Year in revenue service, and received no more than three (3) PSR's.

In determining whether the MUNI-Wide PSR reduction target has been met, the following MUNI-Wide PSR reduction goals have been established.

<u>QUALIFYING FISCAL YEAR</u>	<u>PSR REDUCTION GOALS</u>
<u>1. July 1, 2000 through June 30, 2001</u>	<u>10%</u>
<u>2. July 1, 2001 through June 30, 2002</u>	<u>10%</u>
<u>3. July 1, 2002 through June 30, 2003</u>	<u>10%</u>
<u>4. July 1, 2003 through June 30, 2004</u>	<u>10%</u>

DIVISION CUSTOMER SERVICE BONUS

All full-time qualifying 9163 Transit Operators, as defined above, shall receive an additional \$ 250.00 (\$125.00 for part-time Operators) Customer Service Bonus following each Qualifying Fiscal Year in which there was at least a fifteen (15%) reduction in the total number of Passenger Service Reports (PSR's) received by the Division to which they are assigned at the end of the Qualifying Fiscal Year.

In determining whether the Division-Wide PSR reduction target has been met, the following Division-Wide PSR reduction goals have been established.

<u>QUALIFYING</u>		<u>Flynn</u>	<u>Kirkland</u>	<u>Woods</u>	<u>Potrero</u>	<u>Presidio</u>	<u>Green</u>	<u>Cable Car</u>	
<u>FISCAL YEAR</u>									
<u>1.</u>	<u>7/1/2000 – 6/30/2001</u>		<u>15%</u>	<u>15%</u>	<u>15%</u>	<u>15%</u>	<u>15%</u>	<u>15%</u>	<u>15%</u>
<u>2.</u>	<u>7/1/2001 – 6/30/2002</u>		<u>10%</u>	<u>10%</u>	<u>10%</u>	<u>10%</u>	<u>10%</u>	<u>10%</u>	<u>10%</u>
<u>3.</u>	<u>7/1/2002 – 6/30/2003</u>		<u>10%</u>	<u>10%</u>	<u>10%</u>	<u>10%</u>	<u>10%</u>	<u>10%</u>	<u>10%</u>
<u>4.</u>	<u>7/1/2003 – 6/30/2004</u>		<u>10%</u>	<u>10%</u>	<u>10%</u>	<u>10%</u>	<u>10%</u>	<u>10%</u>	<u>10%</u>

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Customer Service Bonuses shall be paid to each qualifying Operator no later than two (2) calendar months following the end of the Qualifying Fiscal Year.

NOTE: Actual numerical PSR Reduction Goals shall be first determined by applying the percentages noted above to the PSR totals for the Fiscal Year period ending June 30, 2000.

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Accident Prevention Bonuses shall be paid to each qualifying Operator no later than two (2) calendar months following the end of the Qualifying Fiscal Year.

NOTE: Actual numerical Accident Reduction Goals shall be first determined by applying the percentages noted above to the Accident totals for the Fiscal Year period ending June 30, 2000.

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Article 39. MULTI-YEAR CONTRACT

385. Benefits of employment established by this Memorandum of Understanding shall conform at all times to the requirements of Charter section A8.404. The parties agree to meet and confer if and when necessary to meet the above requirement.

ARTICLE 40. DURATION

386. This MOU shall be in effect for the period from July 1, ~~1996-2000~~ to and including June 30, ~~2000~~ 2004.

ARTICLE 41. SAVINGS CLAUSE

387. Should any part hereof or any provision herein contained be rendered or declared invalid by reason of conflicting with any decree of a court, or any other reason, such invalidation of such part or portion of this MOU shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

Signed this _____ day of _____, ~~2000~~ 2000.

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~~OFFICE OF THE
MUNICIPAL TRANSPORTATION AGENCY
MAYOR, CITY
AND COUNTY OF SAN FRANCISCO~~

TRANSPORT WORKERS UNION OF
AMERICA, AFL-CIO,

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~~APPENDIX B~~ – GRIEVANCE PROCEDURE

Moved to Article 27

Memorandum of Understanding Between
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In Article 6

~~APPENDIX C “AMBASSADOR” AND “FRIENDS OF MUNI” PROGRAMS~~

389. ~~In the 1996 negotiations, the Union and Muni management discussed two programs designed to “Reinvent Muni”. The Ambassador Program is intended to bring into being a new relationship between operators and passengers as part of a new passenger centered Muni. “Friends of Muni” is a new organization of Muni riders and businesses and others who are served by Muni to work together to bring a new Muni into being.~~
390. ~~There has been agreement between Muni management and the Union on these programs, and agreement to work together to bring them into being. A source of funding for these new programs has been established as set out in Section 5.2 herein. Over the next six months, The parties shall work together to develop detailed plans for the two programs, which will be included in appendix C of this MOU.~~

APPENDIX ~~D~~ A - PASSENGER SERVICE REPORTS (PSR) CATEGORIES

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APPENDIX D A – PASSENGER SERVICE REPORTS (PSR) CATEGORIES

391.

I. MAJOR PSRs:

- a) Complaint-alleges that Operator was under the influence of drugs and or/alcohol
- b) Mishandling of funds
- c) Vicious conduct.
- d) Willful abuse/misuse of MUNI equipment.
- e) Operator observed using a radio (earphones/headset) or cellphone while in revenue service.
- f) Operator observed eating, drinking, or smoking while in revenue service (2nd report or more).
- g) Operator observed off-route (without authorization).
- h) ADA Complaint.
- i) An operator who receives three Minor PSRs of a similar nature or five Minor PSRs of any type within the last twelve (12) months will be warned that the next report received will be classified as a Major PSR and may require a hearing (see Attachment 8).

392.

II. MINOR PSRs:

Minor PSRs are complaints that do not fit in any of the categories listed for Major PSRs.

Previously Sideletter #21

Appendix B

Barred and Disqualification List

MUNI Transportation Management and the Transport Workers Union, Local 250-A agree that the following procedures will be followed with respect to placing 9163 platform employees on the “Barred & Disqualification List”:

1. All 9163 platform employees currently on the Barred & Disqualification List will remain in force for the current General signup period.
2. All 9163 platform employees who are placed on the Barred List because of safety, excessive industrial injuries, mishandling of fares (Step 3 decision), and /or accidents shall be done so with the approval of the DGM **of Transportation** ~~/CTO~~. Both employee and officer of TWU 250-A shall be so informed in writing. In the event of a dispute between the union and management, the General Manager MUNI will discuss and evaluate disqualification with President, Local 250-A.
3. All 9163 platform employees who are deemed “disqualified” for either **grip-person** ~~gripmen~~ or conductor assignments by the Safety & Training section shall be so informed in writing with reasons stated. Permanent disqualification or one-time disqualification shall be indicated in writing. Operators who are given a one-time disqualification shall be allowed to return in subsequent General Signups with the following stipulations:
 - a. If they return on the following/subsequent General Signup, training shall be provided per the MOU Section 19.1, limited to 5 paid days.
 - b. If they are disqualified on the second/subsequent General Signup, they may be given a permanent disqualification.

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Previously Sideletter #4

Appendix C

August 1, 1986 ~~SIDE LETTER AGREEMENT:~~ PRIVATIZATION

This section acknowledges the Public Utilities Commission policy regarding privatization of Municipal Railway transit service adopted in Resolution 86-0103 March 25, 1986 is as follows:

The Public Utilities Commission reaffirms its commitment to maintain the most cost effective means of providing transportation and transportation related services, specifically to include fair and adequate consideration of the private enterprise providers' role therein.

The Public Utilities Commission continues the policy of seeking and considering the widest possible range of public input and comment, especially from private sector providers, in the planning and decision making process.

In furtherance of these goals, the Public Utilities Commission hereby directs the staff to:

- a) Further develop a model of the "full costs" of transportation and transportation related services now being provided by the Municipal Railway in order to provide an improved method of making valid cost comparisons between the costs of Municipal Railway provided services and the costs of providing these services through private sector providers who have the capability of doing so.
- b) Review the process of soliciting private sector input into the planning and decision making of the Public Utilities Commission with respect to the Municipal Railway and to eliminate any constraints to such input as may exist.
- c) Establish, with the approval of the commission, a fair and effective means of resolving the complaints of any private sector provider who believes that private sector opportunities to reduce cost while maintaining service levels and fare structures have not been fairly or adequately considered by the Public Utilities Commission or staff.

The Commission has at various times executed 13 (c) agreements in connection with UMTA grants. The Commission will adhere to the terms of such agreements, including terms relating to the rights of employees and their Union, which may be involved in the process of considering the privatization of Municipal Railway transit service. Local 250A will be informed whenever an issue involving 13 (c) agreements of which it is a party is under active review.

/s/ Samuel W. Walker	/s/ William G. Stead
Samuel W. Walker, Presiden	William G. Stead
Transport Workers Union	General Manager
Local 250A	San Francisco Municipal Railway

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Previously Sideletter #20

Appendix D

January 20, 1994

POTRERO UPPER YARD PARKING

1. handicap
2. op of month
3. supt.
4. asst. supt.
5. lead dispatcher
6. street ops manager
7. asst. street ops mgr.
8. asst. street ops mgr.
9. asst. street ops mgr.
10. asst. street ops mgr.
11. asst. street ops mgr.
12. union
13. union
14. union
15. visitor (marked)
16. division instructor
17. maintenance truck 404
18. street ops truck
19. street ops truck
20. street ops truck
21. division secretary
22. - 30. open "first come first served"

/s/ Joe Barnes

Joe Barnes, President

Local 250 A Transport Workers Union

/s/ Kathy Gilbert

Kathy Gilbert, Deputy General Manager
and Chief Transportation Officer

/s/ Johnny B. Stein

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~~Johnny B. Stein, General Manager
San Francisco Municipal Railway~~

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Previously sideletter #26

Appendix E

October 29, 1996

Mr. Joe Barnes
President, Transport Workers Union
1508 Fillmore Street, Suite 211
San Francisco, CA 94115

Dear Mr. Barnes:

~~When signed and dated by you, this letter will~~ This section confirms that in the event temporary reassignments are made in accord with the provisions of section ~~13.4~~ 14.5 (3) of the this Memorandum of Understanding ~~between the Transport Workers Union and the City and County of San Francisco for 1996-2000,~~ the following five (5) ~~four (4)~~ operators who are not eligible for a Class 2 Chauffeur's License will be given alternative work not requiring a Class 2 License. It is also agreed that if the alternative assignment does not provide more than eight (8) hours per day, the following five (5) ~~four (4)~~ operators shall receive eight (8) hours pay per day, rather than their run pay. The following are the five (5) ~~four (4)~~ individuals who are covered ~~with~~ by this letter of agreement.

NAME	IDENTIFICATION NUMBER
1. Clark, L.	592
2. Pittman, J.	2255
3. Gerstbacher, C.	1131
4. Llerena, P.	589
<u>5. Sotelo, A.</u>	<u>0938</u>

~~TRANSPORT WORKERS UNION~~ ~~MUNICIPAL RAILWAY~~

/s/ Joe Barnes	/s/ Emilio R. Cruz
JOE BARNES	EMILIO R. CRUZ
President	Director of Public Transportation

~~_____~~ ~~_____~~
Date Date

Memorandum of Understanding Between Transport Workers Union, Local 250-A (9163) and Municipal Transportation Agency July 1, 2000 – June 30, 2004	
Bold and underline: new language	Strikeout: deleted language

Memorandum of Understanding Between
Transport Workers Union, Local 250-A (9163) and Municipal Transportation Agency
July 1, 2000 – June 30, 2004

Bold and underline: new language

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~~Strikeout~~: deleted language