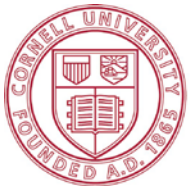

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MEMORANDUM OF UNDERSTANDING

BETWEEN

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY MUNICIPAL RAILWAY (MUNI)

AND

TRANSPORT WORKERS' UNION, LOCAL 250-A (9163)

JULY 1, 2004 – JUNE 30, 2008

Municipal Transportation Agency

401 Van Ness
San Francisco, CA 94102
415-554-4166
www.sfmuni.com

TABLE OF CONTENTS

PREAMBLE 1
ARTICLE 1. OBJECTIVES 1
ARTICLE 2. RECOGNITION 2
ARTICLE 3. SCOPE OF AGREEMENT 2
Section 3.1 Complete Agreement. 2
Section 3.2 Future Side Letters 2
Section 3.3 Terms and Conditions of Employment 2
Section 3.4 Data 3
ARTICLE 4. WAGE RATES 3
Section 4.1 Basic Wage Rates Plus Cost of Living Adjustments 3
Section 4.2 Hourly Wage Rate for Transit Operators/Progression 3
Section 4.3 Line Trainer Rate 4
Section 4.4 Night Duty. 4
ARTICLE 5. TRUST FUND 4
Section 5.1 Trust Fund Contributions 4
ARTICLE 6. "AMBASSADOR" AND "FRIENDS OF MUNI" PROGRAMS 5
ARTICLE 7. SENIORITY 5
Section 7.1 Work Seniority. 5
Section 7.2 City Seniority. 6
Section 7.3 Seniority List 6
Section 7.4 Seniority for Part-Time Operators. 6
ARTICLE 8. BENEFITS 6
Section 8.1 Basic Fringe Benefits. 6
Section 8.2 Dental Plan 6
Section 8.3 Health Plan Benefits 7
Section 8.4 Retirement Benefits 7
Section 8.5 Improved Retirement Benefits 8
Section 8.6 Insurance Plan. 8
Section 8.7 Medical Exams. 8
Section 8.8 Uniforms and Equipment. 9
Section 8.9 Transit Passes. 10
Section 8.10 State Disability Insurance. 10
Section 8.11 Maternity Leave. 11
Section 8.12 Domestic Partners 11
Section 8.13 Sick Pay and Vacation Pay 11
Section 8.14 Tuition Reimbursement 11
Section 8.15 Dependent Care Reimbursement Account (DCAP) 12
Section 8.16 Drivers License 12
ARTICLE 9. HOLIDAYS 13
Section 9.1 List of Holidays 13
Unpaid Days Off – 2004-2005 13
Section 9.2 Holiday Pay When Not Assigned to Work 13

TABLE OF CONTENTS

Section 9.3 Holiday Pay When Assigned to Work 13
Section 9.4 Ineligible for Holiday Pay 14
Section 9.5 Paid Status 14
Section 9.6 Work on Floating Holiday 14
Section 9.7 Personal Leave 14
Section 9.8 Floating Holiday Sign-Up 15
ARTICLE 10. BEREAVEMENT LEAVE 15
ARTICLE 11. PART-TIME OPERATORS 15
Section 11.1 Definition. 15
Section 11.2 Recognition and-Benefits. 15
Section 11.3 Number of Part-time Operators. 16
Section 11.4 No Layoffs. 16
Section 11.5 Hours Of Work for Part-time Operators. 16
Section 11.6 Work Restrictions. 16
Section 11.7 Benefits for Part-Time Operators. 16
Section 11.8 Civil Service Eligible Lists. 17
Section 11.9 Movement Between Part-time and Full-time. 17
ARTICLE 12. REGULAR OPERATORS 18
Section 12.1 Definition. 18
Section 12.2 Minimum Week. 18
Section 12.3 Weekend Off Runs. 18
ARTICLE 13. FORCE TOTALS 18
ARTICLE 14. SCHEDULING AND ASSIGNMENTS 19
Section 14.1 Schedules 19
Section 14.2 Development of Schedules. 19
Section 14.3 Voluntary Reassignments. 21
Section 14.4 Adjustments in Schedules Between Sign-ups. 21
Section 14.5 Temporary Reassignment Due to Equipment Failures. 22
Section 14.6 Headway Premium 22
Section 14.7 Service Reassignments 22
ARTICLE 15. SIGN-UPS 23
Section 15.5 Runs Subject to Daily Reassignments (SDR) 23
Section 15.6 Expert Operator Premium 24
ARTICLE 16. RAIL OPERATIONS 25
Section 16.1 Muni-Metro Runs. 25
Section 16.2 Muni-Metro Assignments. 25
Section 16.3 Work Past Relief Time. 25
Section 16.4 Removal of Operator from LRV Runs. 26
Section 16.5 Multiple Car Trains. 26
Section 16.6 Fall-back Policy. 26
Section 16.7 Proof of Payment Program 27
Section 16.8 Cable Car Operations 27

TABLE OF CONTENTS

ARTICLE 17. HOURS OF WORK 28
Section 17.1 Split Time. 28
Section 17.2 Work Time. 29
Section 17.3 Cable Car Grip-person and Conductor and LRV Operator Report and Turn-In Time. 30
Section 17.4 Operators Called to Claim Department or Court. 30
Section 17.5 Time Off Between Scheduled Work. 31
Section 17.6 Accident Reports. 31
ARTICLE 18. WORK ON REGULAR DAY OFF (RDO) 31
Section 18.1 Policy. 31
Section 18.2 Ineligibility for Work on RDO. 31
Section 18.3 Regular Day Off. 31
Section 18.4 Distribution of Overtime. 32
ARTICLE 19. OPERATORS UNDER INSTRUCTION 32
Section 19.1 Learning New Mode. 32
Section 19.2 Retraining After Personal Leave. 32
Section 19.3 Qualifications. 33
ARTICLE 20. JURY DUTY 33
ARTICLE 21. JOINT LABOR MANAGEMENT BOARD AND SAFETY COMMITTEE 33
Section 21.1 Joint Labor Management Board. 33
Section 21.2 Joint Safety Committee. 34
ARTICLE 22. RULES AND POLICIES 34
ARTICLE 23. DISCIPLINE 34
Section 23.1 Standards for Discipline. 34
Section 23.2 Notice of Proposed Discipline. 35
Section 23.3 Timing of Discipline. 35
Section 23.4 Passenger Service Reports, (PSRs) 36
Section 23.5 Lateness and Absence Without Leave (AWOL) Program 37
Section 23.6 Accidents. 39
Section 23.7 Loss of Funds. 40
Section 23.8 Wrongful Suspensions or Discharges. 40
Section 23.9 Notification to Operators 41
ARTICLE 24. PAY DAYS 41
Section 24.1 Paychecks 41
Section 24.2 Correcting Payroll Problems 42
ARTICLE 25. MANAGEMENT RIGHTS 42
ARTICLE 26. RETIREMENT SYSTEM PARTICIPATION FOR EMPLOYEE REPRESENTATIVES 43
ARTICLE 27. GRIEVANCE PROCEDURE 43
ARTICLE 28. NO DISCRIMINATION 46
Section 28.1 Discrimination Prohibited. 46

TABLE OF CONTENTS

Section 28.2 No Discrimination on Account of Union Activity. 46
ARTICLE 29. UNION DUES AND AGENCY SHOP 46
Section 29.1 Payroll Deductions. 46
Section 29.2 Deductions of Insufficient Pay 46
Section 29.3 Agency Shop 46
Section 29.4 Religious Exemptions. 47
Section 29.5 Exemption for Management, Confidential or Supervisory Employees. 47
Section 29.6 Service Fees from Nonmembers. 47
Section 29.7 Financial Reporting 47
Section 29.8 Check off. 48
Section 29.9 Indemnification. 48
ARTICLE 30. SICK LEAVE PROCEDURE 48
Section 30.1 Granting of Sick Leave 48
Section 30.2 Physical Exam 48
Section 30.3 Returning from Sick Leave 48
Section 30.4 Notification on Returning from Sick Leave 49
Section 30.5 Sick Leave Abuse 49
Section 30.6 Additional Sick Leave Procedures 49
ARTICLE 31. INDUSTRIAL ACCIDENTS 49
Section 31.1 Union Notification 49
Section 31.2 Compensation – Loss of Time 49
ARTICLE 32. ALCOHOL AND DRUG REHABILITATION EMPLOYEE ASSISTANCE PROGRAM 50
A. Overview of EAP Program 50
B. Organization 52
C. Pay Status During Voluntary Self-Referral Treatment 56
D. Non-Paid Status During Treatment After Positive Test 56
E. Education and Training 57
F. Confidentiality 57
G. Funding 57
H. Special Provisions 57
CONSEQUENCES OF POSITIVE DRUG/ALCOHOL TESTS 58
CHART A : Employee Assistance & Rehabilitation Program 60
CHART B PTD – LOCAL 250-A ASSISTANCE PROGRAM SERVICE ACCESS 62
ARTICLE 33. MISCELLANEOUS WORKING CONDITIONS 64
Section 33.1 Restroom Facilities. 64
Section 33.3 Radios. 64
Section 33.4 Gilley Rooms 64
Section 33.4 Vending Machines 64
Section 33.5 Security on MUNI Vehicles 65
Section 33.6 Preventive Health Care Facility 65
Section 33.7 Child Care 65

TABLE OF CONTENTS

Section 33.8 AVL/AVM System 66
Section 33.9 Light Duty Program 66
ARTICLE 34. NO STRIKE CLAUSE 67
ARTICLE 35. ORDINANCES PURSUANT TO CHARTER A8.404 67
ARTICLE 36. AGREED POLICY ON AN APPROACH TO SOLVING CURRENT OUTSTANDING PROBLEMS ON MUNI 67
CUSTOMER SERVICE INCENTIVE PROGRAM 69
ACCIDENT PREVENTION INCENTIVE PROGRAM 71
ATTENDANCE INCENTIVE PROGRAMS 73
SAFE DRIVER INCENTIVE PILOT TEST PROGRAM 74
ARTICLE 37. NEW & EXPANDED TRAINING PROGRAM 74
ARTICLE 38. ADA (AMERICANS WITH DISABILITIES ACT) 74
ARTICLE 39. MULTI-YEAR CONTRACT 75
ARTICLE 40. DURATION & RE-OPENER 75
ARTICLE 41. SAVINGS CLAUSE 75
SIGNATURE PAGE 76
APPENDIX A – PASSENGER SERVICE REPORTS (PSR) 77
APPENDIX B - BARRED and DISQUALIFICATION LIST 78
APPENDIX C - PRIVATIZATION 79
APPENDIX D - POTRERO UPPER YARD PARKING 80
APPENDIX E - CLASS 2 LICENSE 81
APPENDIX F - EXAMPLES OF SERIOUS ACCIDENTS: 82
ATTACHMENT A – Basic Wage Rates 2004-2005 83
ATTACHMENT B - Passenger Service Reports Program 85

PREAMBLE

1. This Memorandum of Understanding (hereinafter termed "MOU") has been developed jointly by the Municipal Transportation Agency (hereinafter termed "MTA"), the Municipal Railway (hereinafter termed "MUNI") under authority of the Municipal Transportation Agency), and the Transport Workers Union of America, AFL-CIO and the Transport Workers Union Local 250A (hereinafter jointly termed "Union") in order to meet their mutual responsibility to provide the public they serve with dependable, prompt, safe, economical, courteous public transportation. The MTA, MUNI and the Union have developed this agreement in compliance with the provisions of the MTA Employee Relations Operating Resolution.

2. It is the intent of the parties signatory hereto that the provisions of this MOU shall bind the Union and its members upon ratification by its members. It is the intent of the parties signatory hereto that the provisions of this MOU shall bind the MTA upon ratification by the Municipal Transportation Agency Board of Directors as to those matters in the MTA's jurisdiction.

ARTICLE 1. OBJECTIVES

3. The delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the MTA 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 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 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 acknowledges that the Union has been certified by the Municipal Transportation Agency as the recognized employee representative for the following classification: 9163 Transit Operator. Should the above classification be amended or reclassified by the MTA, the MTA 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 which is not already covered by this MOU regarding wages and other terms and conditions of employment, including seniority, the MTA 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. This MOU shall constitute the complete written agreement between the MTA and the Union

10. Rules and policies adopted prior to July 1, 2004 shall continue in effect unless they are inconsistent with or have been superseded by the terms of this or a prior MOU or until:

a. They have expired by their own terms;
b. They have been superseded by other rules or policies; or
c. They have been revised in accord with Article 22 hereof.

11. 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

12. All future side letters affecting matters within the authority and control of MUNI shall be entered into by and between TWU and the MTA Executive Director. If appropriate, the side letters will be subject to the approval of the MTA Board of Directors.

Section 3.3 Terms and Conditions of Employment.

13. The terms and conditions of employment for operators shall be governed by the terms and conditions established by Charter provisions, ordinances of

the Board of Supervisors, MTA Board of Directors, relevant rules of the CSC, MTA and MUNI, 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.

Section 3.4 Data

14. 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

Section 4.1 Basic Wage Rates Plus Cost of Living Adjustments

15. The basic wage rates established for fiscal year 2004/2005 shall be the average of the two highest wage schedules in effect on July 1, 2004 in the two systems certified by the MTA (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 2004/2005 shall be governed as set forth in Attachment A of this agreement "Basic Wage Rates for 2004-2005".

Section 4.2 Hourly Wage Rate for Transit Operators/Progression

16. The basic wage rate plus cost of living adjustments [hourly rate] for persons who are employed by the MTA as transit operators will be the percentage of the hourly rate established in Section 4.1 as set forth below:

17.

Months of Employment For up to:	Percentage of Hourly Rate
1st 35 days	100% of Trainee Rate
0 to 3 months	70%
4 to 6 months	75%
7 to 9 months	80%
10 to 12 months	85%
13 to 15 months	90%
16 to 18 months	95%

19+	100%

18. 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.I. Effective July 1, 2004, current employees shall transition to the new progression steps based on their total months of service, and shall move through any remaining progression steps from that point forward. (For example: employees with a total of 19 or more months would be at the 100% level progression step; employees with a total of 11 months of service would move to the 85% level progression step, and so on).

Section 4.3 Line Trainer Rate.

19. 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, line trainers will be paid $4.00 per hour above their regular rate of pay for each hour or portion thereof while instructing or training students.

Section 4.4 Night Duty.

20. Night duty is any work performed after 6 p.m. or prior to 6 a.m. Operators shall be paid 8 percent more than the base hourly rate for work performed during night duty hours.

ARTICLE 5. TRUST FUND

Section 5.1 Trust Fund Contributions

21. The MTA shall continue to conduct actuarial studies of vacation, retirement and health benefits pursuant to Charter section A8.404 for the term of this contract for purposes of determining the MTA contribution to the Trust Fund established under Section A8.404 of the Charter.

22. For fiscal year 2004-2005, the parties agree to establish a Health, Safety and Accident Prevention Committee consisting of three (3) members appointed by the Union and three (3) members appointed by management.

23. The purpose of this Committee shall be to develop programs, initiatives and strategies in support of the MTA in its current accident reduction program.

24. The programs developed by the Committee may include, but are not limited to, accident review and investigation, defensive driving training programs, hazard identification and evaluations, recognition and reward programs,

acquisition of safety and protective equipment and retention of outside safety experts.

25. The Committee shall meet within 30 days of ratification of this agreement and at least monthly thereafter as determined by the Committee.

26. Recommendations of the Committee shall be forwarded to the Executive Director of the MTA and implementation shall be subject to the Executive Director's approval.

27. Recommendations of the Committee shall be forwarded to Transport Workers Union-San Francisco Municipal Railway Trust Fund's Board of Trustees and implementation shall be subject to the Board of Trustees' approval.

28. The Transport Workers Union-San Francisco Municipal Railway Board of Trustees agrees to fund programs developed and implemented by this Committee in an amount not to exceed $250,000 from the Trust Fund during FY 2004-2005.

ARTICLE 6. "AMBASSADOR" AND "FRIENDS OF MUNI" PROGRAMS

29. 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.

30. 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 under the Municipal Improvement Fund. The parties shall work together to develop detailed plans for the two programs.

ARTICLE 7. SENIORITY

Section 7.1 Work Seniority.

31. 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 signups and work assignments.

32. An operator permanently promoted to any position in MUNI 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.

33. An operator receiving a non-civil service or limited tenure appointment to any position in MUNI 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.

34. 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

35. 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 MTA Executive Director. 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.

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

ARTICLE 8. BENEFITS

Section 8.1 Basic Fringe Benefits.

37. 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.

Section 8.2 Dental Plan

38. For permanent full time employees, the MTA shall pickup full cost of the current citywide dental plan for employees and dependents, and will pay directly to the provider.

39. 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.

40. This benefit shall be included in the actuarial study as a MTA paid health benefit.

Section 8.3 Health Plan Benefits

41. For permanent full time employees, the MTA 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.

42. This benefit shall be included in the actuarial study as a MTA paid health benefit.

Section 8.4 Retirement Benefits

43. For permanent full-time employees, the MTA shall pick up the employee contribution to Retirement as follows:

44. Effective 1/11/97 the MTA 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;

45. Pursuant to San Francisco Administrative Code section 16.61-1 (4)(a), the union elected, 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.

46. 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.

47. This benefit shall be included in the actuarial study as a MTA paid retirement benefit.

Section 8.5 Improved Retirement Benefits

48. Subject to the passage of a Charter amendment authorizing the bargaining of retirement benefits, the MTA 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.

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

50. (b) Job-Connected Incidents. MUNI 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, or occurs' during direct commutation to and from work by the operator.

Section 8.7 Medical Exams..

51. The MTA 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, provided, however, that if the operator agrees to the scheduled appointment and without prior notice which enables MUNI, 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.

52. Operators required to report to a physician designated by MUNI 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.

53. 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.

54. In cases where MUNI management has reason to believe that an operator is suffering from a medical condition that might affect the operator's ability to perform his/her duties, MUNI management may require the operator to report to the medical facility or physician chosen by MUNI for clearance before returning to work.

55. In the event of a disagreement between the doctor designated by MUNI and the operator's doctor concerning the fitness of the operator to return to work, MUNI'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. 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.

56. Operators are required to wear the prescribed MUNI uniform on duty and shall not wear the uniform at any other time except on their way immediately to and from assigned MUNI work.

57. 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 Transportation 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 business or work in such manner as prescribed by the Director of Transportation.

58. All items of uniform, uniform insignia, and equipment supplied to an operator by MUNI will be returned to MUNI, as required by MUNI management, when the operator leaves MUNI service. Equipment not so returned will be paid for at cost. MUNI may direct that the employee's final paycheck be held until such equipment has been properly returned.

59. 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; one cap and cap cover or beret if requested and a foul weather jacket and vest. Two pair of Bermuda shorts may be substituted for trousers.

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

61. 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.

62. MUNI 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.

63. 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.

64. 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.

65. 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 and the Union. Retired employees shall be provided with system passes for the remainder of their lives. Upon separation other than retirement, MUNI may direct that the employee's final paycheck be held until such pass(es) have been properly returned.

Section 8.10 State Disability Insurance.

66. The payment of sick leave pursuant to Rule 420 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.

67. The MUNI agrees to continue participating in the State Unemployment Insurance Program as long as applicable laws so require.

Section 8.11 Maternity Leave.

68. 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 420.1. MUNI 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 420.2 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.

69. An operator will be granted childcare or personal leave without pay in accordance with the provisions of Civil Service Rules 420.33 and 420.20 if MUNI determines that it will not interfere with the needs of the service.

Section 8.12 Domestic Partners

70. 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

71. 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 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

72. The MTA agrees to allocate 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.

73. 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.

74. 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 MTA service who has served a minimum of one (1) year of continuous service in any class immediately prior to receipt of application may apply for tuition

reimbursement. Such reimbursement shall be for training courses pertaining to the duties of a higher classification or for the purpose of improving performance in the present classification when such courses are offered by an accredited educational institution.

Expenses.

76. The MTA 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 MTA 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.

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 MTA 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)

79. The MTA 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

80. 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.

ARTICLE 9. HOLIDAYS

Section 9.1 List of Holidays

81. The following fourteen (14) days shall be considered paid holidays under the provisions, hereinafter set forth: New Year's Day, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, the day after Thanksgiving Day, Christmas, Operator's Birthday and two (2) Floating Holidays which shall be bid pursuant to the procedures set forth in Section 9.8.

Unpaid Days Off – 2004-2005

82. Three (3) mandatory unpaid personal days off will be taken by all represented employees in FY 2004-2005 of this agreement. The days will be scheduled and signed on by operators prior to August 1, 2004. Newly hired operators will sign for days upon completion of training and assigned to a Division. The three (3) unpaid personal leave days off shall not adversely impact the employees' leave accruals.

Section 9.2 Holiday Pay When Not Assigned to Work

83. Each operator who is not assigned to duty on a holiday listed above, shall be paid as follows: Eight (8) hours straight time.

Section 9.3 Holiday Pay When Assigned to Work

84. Operators assigned to work on any of such holidays will perform such assignments and will be paid as follows:

85. Operators who work on a holiday shall be paid the regular run pay and, in addition, shall receive a holiday pay computed as set forth in Section 9.2.

86. Operators who are assigned to duty on any of the foregoing holidays and who do not report for duty will not be paid for such holiday.

87. When a contract holiday falls within an operator's vacation period or in the event an operator's floating holiday coincides with any other holiday listed herein, such operator shall receive holiday pay for each such holiday, computed as set forth in Section 9.2. Any operator having an unused vacation day as a result of a holiday falling during his/her vacation period shall take the vacation day with pay at a time established pursuant to the procedures set forth in Section 9.7.

88. An operator assigned to work on a holiday shall have the option of choosing an alternative day off with pay in lieu of holiday pay pursuant to the procedure set forth in Section 9.7. The operator shall be paid regular run pay for the

holiday worked and shall be paid the eight hours holiday pay on the alternative day off. Not more than three holidays may be so treated by an operator in each fiscal year.

Section 9.4 Ineligible for Holiday Pay

89. An operator who has performed no work for MUNI during a continuous period of thirty (30) calendar days or more immediately preceding a holiday, except for absence during paid vacation, shall not receive any pay for the holiday or be allowed another day off In lieu thereof. Operators who are on leave of absence or who are on the inactive list will not be paid for holidays occurring during their period of absence.

Section 9.5 Paid Status

90. An operator shall not receive wages for a paid holiday unless he/she reports for work on his/her last scheduled work day before the holiday and the first scheduled work day after the holiday, or is on a paid status on such days. Paid status includes an absence for which sick leave is paid or for an industrial accident or for an absence as a result of an assault.

Section 9.6 Work on Floating Holiday

91. Operators shall not be required to work on their floating holidays.

Section 9.7 Personal Leave

92. An operator will be permitted to have a day off to meet personal needs subject to the following conditions:

93. The Operator shall use paid leave. In cases of a verifiable emergency, an Operator with no available paid leave may be permitted to take the day off without pay. For purposes of this section, "Paid leave" is defined as vacation, paid sick leave, floating holidays and any days off available to the Operator under Section 9.3(c) or Section 9.3 (d)

94. No more than 1% of the operators in a division may take off the same day unless, consistent with service needs, the Division Superintendent, Division Lead Dispatcher and Division Chair agree in advance to allow additional operators to take the day off.

95. (c) A roster of those requesting days off shall be maintained by the Division Manager and the union division chairperson, and days off will be permitted in order of request.

96. (d) Requests for the day off must be placed on the roster not less than 120 hours before the operator's regular report time for the day requested off.

97. (e) The maximum number of days off per year permitted operators for personal needs pursuant to this section is three.

98. (f) Up to four times a year, an operator shall be permitted to use four hours of accrued paid leave: (1) for a medical or dentist appointment where the Operator provides the Division Superintendent with five days advance notice and written verification of the appointment; or (2) for a verifiable emergency, including family emergencies (as approved by the Division Superintendent, Division Lead Dispatcher, and Division Chair).

Section 9.8 Floating Holiday Sign-Up

99. At a separate sign up held immediately after the regular vacation sign up for that year, operators shall sign up for the two floating holidays for that year. The number of slots available for the floating holidays will take into account the number of operators in the division, but there will be not less than one slot for each day of the week in each division.

ARTICLE 10. BEREAVEMENT LEAVE

100. 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.

ARTICLE 11. PART-TIME OPERATORS

Section 11.1 Definition.

101. Part-time operator shall mean a person employed by the MUNI on a continuing basis for less than full time as defined for regular operators. Part-time operators may be assigned to part-time runs or the part-time operator extra board. Upon qualification as a transit operator, such employee will serve a probationary period in accordance with Civil Service rules.

Section 11.2 Recognition and-Benefits.

102. The Union is recognized as the employee representative for all part-time operators. All of the terms and conditions of employment applying to full-time operators shall apply to part-time operators except as may be specifically set forth in this article.

Section 11.3 Number of Part-time Operators.

103. Until June 30, 2004 the number of part-time operators shall not exceed 220, or 12%, of the number of regular operators authorized in the pertinent annual salary ordinance, including any amendments thereto.

Section 11.4 No Layoffs.

104. No regular operator employed by MUNI on the date of ratification of this MOU shall be laid off or required to take part-time status while part-time operators are employed.

Section 11.5 Hours Of Work for Part-time Operators.

105. Part-time operators shall not be scheduled to work more than:

a. Twenty-five (25) hours per week, or
b. five (5) hours on a weekday; or
c. eight (8) hours on a weekend day; or
d. four (4) days per week, for part-time operators scheduled to work both Saturday and Sunday.

106. Part-time operators shall not be scheduled for less than three and one-half (3½) hours work per day. An extra board may be established with part-time operators, but no part-time operator will be assigned to work left vacant unless no regular operators on the extra board are available. MUNI agrees that there will be no reduction in the regular operator extra board for the purpose of having work normally performed by regular extra board operators performed by part-time operators. There shall be not less than 100 straight part-time runs in total, and not less-than six (6) straight part-time runs per division.

Section 11.6 Work Restrictions.

107. Part-time operators will not be assigned to work on cable cars and shall not be assigned to vacation relief or long-term sickness relief for work by regular operators.

Section 11.7 Benefits for Part-Time Operators.

108. Part-time operators shall receive the same hourly rate of pay, including cost-of-living allowances, as regular operators, but shall not receive any allowance for split time. Part-time operators shall be paid for each day that they are required to report for work for the number of hours of work for which they are scheduled. Part-time operators shall be scheduled for not less than 3-1/2 hours per day. Part-time operators who report to work with no scheduled hours of work shall receive not less than 3-1/2 hours of pay each time they are required to report for work. Part-time operators shall be eligible for all

other fringe benefits available to regular operators and shall be subject to all the conditions for qualifying for such benefits; provided, however, that eligibility and pay for holidays, sick leave, vacation and other monetary benefits shall be prorated using the ratio which the total of the employee's regularly scheduled hours in a bi-weekly pay period bears to the 80 hours which constitute full-time employment.

109. The MTA will continue to pick up the employee's share of contribution to the applicable SFERS retirement plan for permanent part-time employees as follows:

One (1) day to six (6) months of continuous service:	2.5%
Six (6) months to one (1) year of continuous service:	5.0%
After one (1) year of continuous service:	7.5%

110. This benefit shall be included in the actuarial study as an MTA paid retirement benefit.

111. The MTA 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.

112. 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.

Section 11.8 Civil Service Eligible Lists.

113. 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.

114. 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:

115. (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.

116. (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.

117. (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.

ARTICLE 12. REGULAR OPERATORS

Section 12.1 Definition.

118. Regular operator shall mean a person employed by MUNI on a regular, full-time continuing basis whether assigned to a regular run or to the extra board. Upon qualification as transit operator such employee will serve a probationary period in accordance with civil service rules.

Section 12.2 Minimum Week.

119. All regular operators shall be entitled to not less than 8 hours work per day and a total of forty hours work over a five consecutive day period. This guarantee will apply only if, the operator reports on time and is available for his or her regularly scheduled run; or in the case of extra operators, or regular operators working as extras, if he or she reports on time daily and holds him/herself available for such work as may be assigned to them. The exception to the above guarantee to regular operators is in the event of unusual circumstances wherein no work is available, such as, but not limited to, earthquake, strike, etc.

Section 12.3 Weekend Off Runs.

120. For the period of this MOU, MUNI will maintain a minimum of 700 regular runs and extra board assignments with both Saturday and Sunday off.

ARTICLE 13. FORCE TOTALS

121. The Union and the MTA agree that there shall be an Available Operator Force equal to the number of scheduled runs and blocks plus an extra board equal to 27 1/2% of the number of scheduled runs and blocks. "Available Operator Force" is defined as the number of operators on the property,

trained and ready to work as assigned. As of the date of ratification of this MOU, there are 1468 scheduled runs and blocks. It is the intention of both parties that all runs and blocks be staffed.

122. The Union and the MTA further agree that an Available Operator Force of 1872 shall be in place no later than January 1, 2001, and shall be maintained for the period of the MOU.

123. If the Available Operator Force level herein provided falls below 1872 operators for more than 30 days following January 1, 2001, the MUNI shall immediately initiate the process of converting sufficient part-time operators to full-time status to attain the Available Operator Force total.

124. The Union will work with MUNI to reduce operator absenteeism.

ARTICLE 14. SCHEDULING AND ASSIGNMENTS

Section 14.1 Schedules

125. 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.

126. (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 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 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 may concern only matters of health or safety hazard to operators. Those matters under appeal will be presented to the Director not more than 13 days after the initial scheduled meeting. The schedule change will not be implemented until the Director so decides. The Director shall render a decision within two working days after the hearing date.

127. If the union does not agree with the decision rendered by the Director 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

128. 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.

129. 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 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 and on other local transit systems. The Committee will submit a report to the Union and the MTA Executive Director 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 and report to the Union and MUNI management on the state of the running, recovery, and layover time situation.

Section 14.3 Voluntary Reassignments.

130. Should management desire to change an operator from a scheduled run to another run for the convenience of management, the Division Manager and the Union Division Officer or their designees shall jointly approach the operator and ask the operator if he or she would voluntarily make the change. The operator is free to refuse to make the change subject to Section 14.4. If the operator consents to the change. The operator will be paid the higher of the run pay of his or her scheduled run or the run to which the operator was changed, and, in addition, shall be paid a change premium of $2.00 cents per hour.

Section 14.4 Adjustments in Schedules Between Sign-ups.

131. Changes in schedules between sign-ups required by emergencies or changed traffic or equipment availability which could not be anticipated at or before the sign-up and which are not dealt with pursuant to Section 14.3 will be dealt with as follows:

132. (a) If a run is changed by 30 minutes or less, the proposed change will be discussed by the Union and the Traffic and Schedule Department not less than 48 hours before the adjustment is to be put into affect, and may then be adjusted;

133. (b) if the run or runs affected are changed by more than 30 minutes, not more than 10 runs may be changed over the term of this MOU, and in such cases,

134. (i) the operators may be reassigned to the division extra board, but such reassignment may not change the operator's days off or hours of work by more than one hour, and the operator shall carry his/her seniority to the extra board, and

135. (ii) Any operator so reassigned will be paid the higher of his/her original run pay or the new run pay, plus $1.00 additional per hour, and

136. (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 Transportation or his/her designee and may be represented by the Union, or

137. (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.

138. 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:

139. (a) 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.

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

141. (c) 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

142. 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

143. After an operator has pulled his or her run out of the division in order to provide service, Transit Supervisors and Managers may reassign the Operator to a line or route other than the one bid for by the Operator under the following circumstances:

144. (a) A line is blocked due to fire, accident, wires down, or other such emergency situation; or

145. (b) To provide shuttle services during major delays on the Muni metro, cable car, or trolley coach systems;

146. (c) Except as set forth above, reassignments on the street shall conform to the provisions of Sections 14.2 and 14.3 of this MOU

ARTICLE 15. SIGN-UPS

Section 15.1

147. 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

148. 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 Transportation. Any variation from this pattern will be mutually agreed upon by the Union and the Director of Transportation.

Section 15.3

149. 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

150. 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 and the Union.

Section 15.5 Runs Subject to Daily Reassignments (SDR)

151. 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

152. SDR runs will be so indicated on the 5-day work schedule posted for each sign-up.

153. When the Division dispatcher has knowledge of an open run due to no operator or has received notification from the Yard Starter (or the shop supervisor in the absence of a yard starter) that there will be a shortage of equipment available for the next day's AM pull-out, the Division dispatcher can then reassign an SDR operator from his/her regular assigned run to another run for that day.

154. The method of reassignment shall be:

155. 1. To a run that finishes earlier or within one (1) hours of the regularly assigned run.

156. 2. Reassignment of SDR runs shall be a rotation basis only. All SDR runs shall be utilized first before a second application/reassignment occurs for any specific SDR runs.

157. 3. Operators on SDR runs shall be paid the higher of the regular run or the run reassigned to for that day, plus $1.00 per hour premium for the run change.

158. 4. Reassignment of SDR runs shall be applied only after the extraboard is exhausted.

159. The Division Manager and the Division Chairman, to ensure compliance, will review these daily procedures.

Section 15.6 Expert Operator Premium

160. An "Expert Operator" is defined as a full time or part time employee who has worked consecutively for five (5) years in one location (e.g. Woods, Flynn, etc). Expert Operators must also individually qualify for the Accident Incentive Program as defined in Article 36.

161. The adjusted effective qualifying period will be an annual period beginning on the second full pay period in January of each year. An operator who elects to sign out of the division after the January qualifying date, and upon transfer to the new division, will no longer be eligible for the premium pay.

162. Operators performing burn-ins do not have to meet the requirement, as set forth in the Accident Incentive Program, requiring a specific amount of hours be spent operating a vehicle in revenue service.

163. Having met the above stated requirements, and remaining in the location, the operator will be paid the premium in each succeeding year for which they qualify. If an operator is temporarily moved from his/her division for the

needs of service, under a provision of the contract allowing such a move, the operator will continue to qualify for the premium.

164. An operator who leaves his/her location as a result of a sign up must start over to build the five (5) consecutive year qualifying requirement at the new location.

165. Employees who meet the criteria of an "Expert Operator" shall be granted a premium of fifty cents ($ .50) per hour.

ARTICLE 16. RAIL OPERATIONS

Section 16.1 Muni-Metro Runs.

166. 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.

165. 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.

166. 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.

167. 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.

168. 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.

169. 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.

170. 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.

171. The Union and the Director of Transportation 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.

Section 16.6 Fall-back Policy.

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

173. 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.

174. 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.

175. 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

176. 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.

177. (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.

178. (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.

179. (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.

180. (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

Schedules

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

Turntable Rules – Powell and Market

182. 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).

183. (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.

184. (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.

Turntable Rules – Outer Terminal 59 (MASON) & 60 (HYDE) Lines

185. 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.

186. 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

187. 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.

Headways

188. Inspectors or expeditors are to use eight (8) minute headways when returning the line to "on time.".

189. 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.

Switching Modes

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

Reliefs

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

ARTICLE 17. HOURS OF WORK

Section 17.1 Split Time.

192. The basic hours of labor shall be eight hours per day. For all hours worked in excess of eight hours, operators shall be paid one and one-half times the straight time rate. If a regular split run is not completed within a range of ten hours, time and one-half will be paid for all time in excess of said ten (10) hours; a spread penalty of time-and-a-half for all time in excess of 10 hours will not be in addition to overtime pay. After two hours of split time, operators shall standby and be present in the report room to accept any assignments within their competence that MUNI Management requires. Such assignments will be work in the customary line of work performed by the operator. No operator shall work on the extra board or on a scheduled run or on a combination of these where the time from first starting work to leaving work is greater than 12 hours unless the operator agrees.

Section 17.2 Work Time.

193. For the purpose of computing straight and overtime pay, work time will include:

194. (1) Time as platform employees, operating a transit vehicle, or collection work.

195. (2) Time on report.

196. (3) Time spent by an operator when requested by a duly authorized railway representative to act as a witness or perform similar duties in the interest of the MTA.

197. (4) Standby time on split or fill-in (make-up) time.

198. (5) Time spent by a permanent operator in breaking in on unfamiliar equipment.

199. (6) Time spent when an operator is required to travel from a relief point away from the home division to the home division, or the opposite: the running time from the home division to the relief point plus one-half the headway on line(s) traveled to or from the division. When travel time is required between pieces of work, such travel shall be shown attached to the piece of work that concludes or commences away from the division. Interline travel shall be shown attached to the shorter piece of the run.

200. (7) Time required of designated union representatives by the division to attend special meetings called by the division manager or other railway officials.

201. (8) Time spent in performing other duties at the request of a duly authorized MUNI representative.

202. (9) Time taken for required Department of Motor Vehicle test(s) during the operator's regular working hours.

203. (10) Three hours of medical examination required for an operator's license if the examination is not taken during the operator's regular work hours.

204. (11) Reporting - clearing allowance shall be included as work time when the operator is required to "report" and "clear" as follows:

205. (a) Ten (10) minutes when an operator reports or starts a run or a collect from a division. (Not later than October 1, 1982, the Director of the Public Transportation Department and a representative of the Union will survey

the actual time needed for a reporting allowance at the various divisions. The ten (10) minute time here provided may be increased in a division if the survey shows that additional time is needed.)

206. (b) Ten (10) minutes when an operator ends a run or a collect at a division when a turn-in is required, except that cable car conductors shall be allowed twenty (20) minutes for cash and receipt turn-in.

207. (c) Twenty (20) minutes when an operator reports or starts a run on an LRV.

208. (d) Thirty five (35) minutes when an operator reports or starts a run on LRV that is a two car one operator train.

209. (e) Fifteen (15) minutes when an operator reports or starts a run on a PCC car.

210. (12) Lunch period. Operators assigned to work requiring six (6) or more hours of continuous work will receive twenty (20) minutes of straight time pay in lieu of a lunch period.

Section 17.3 Cable Car Grip-person and Conductor and LRV Operator Report and Turn-In Time.

211. Each run for a cable car grip-person, cable car conductor and for a regular LRV operator shall be scheduled for not less than 8 hours plus 32 minutes for report and/or turn-in time. Part-time runs on LRV equipment operated by part-time operators shall have added to the run time, and any minimum guarantee for that run, 14 minutes for report and/or turn-in time. The procedures for scheduling the report and turn-in times shall be determined jointly by the division manager of the division involved and the union.

Section 17.4 Operators Called to Claim Department or Court.

212. All operators called to the Claim Department or Court on MUNI's business shall be paid their regular hourly rate. In all cases where operators are taken from the work to which they have been assigned to go to the Claim Department or Court, they shall not receive less pay within the time of their original assignment or run than they would have received had they not been taken from it. When an operator whose run finishes after 10:00 P.M. is required to report to the Claim Department or Court before noon the following day, the operator shall be relieved from his/her run no later than 10 p.m. the night before and shall be paid in full for the run.

Section 17.5 Time Off Between Scheduled Work.

213. No operator will be required or asked to perform without a minimum of eight hours off between the time of completion of the last shift and the commencement of the next shift.

Section 17.6 Accident Reports.

214. Operators required to remain on duty to prepare a necessary accident report shall receive one hour of pay at the straight time rate. Standby time, if any, at the end of the run will be subtracted from the one hour.

ARTICLE 18. WORK ON REGULAR DAY OFF (RDO)

Section 18.1 Policy.

215. It is MUNI'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 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.

216. An operator who within the last 10 scheduled work days has:

217. (1) been AWOL and said AWOL is not excused by the Division Manager, or

218. (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 Management that this procedure is not being administered consistently, fairly, and equally, the Chief Operations Officer 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 Transportation.

219. No operator who has a combination of 3 AWOLs or 3 unexcused absences in the 2 months prior to an RDO may work on that RDO.

220. 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.

221. An operator required to work on his or her regular days off in any scheduled work week shall be paid 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 hours.

222. Authorized absences include vacation, holidays, jury duty leave, maternity leave, bereavement leave and absences pursuant to section 9.7(f). For operators with 80 or more hours accumulated sick leave, authorized absences will include sick leave with pay. For operators with less than 80 hours accumulated sick leave, authorized absences will not include sick leave with pay. For the purpose of this section sick leave without pay will not be included as authorized absences. The distribution and eligibility for RDO work shall be subject to rules established by the Director of Transportation after consultation with the Union. RDO assignments shall be made first from the RDO list in the division. If the RDO list in the division is exhausted, the Division Dispatcher may call from other division's RDO lists, with the first priority given to operators on the same mode of equipment. (trolley coach, LRV, cable car and diesel are recognized as separate modes of equipment for the purpose of this section only, whether the vehicles are articulated or not.)

Section 18.4 Distribution of Overtime.

223. Overtime shall be distributed equitably among operators in each Division who indicate their willingness to participate in such work. The Union and the Director of Transportation will jointly establish the procedure for effectuating this policy. The Union will have access to records showing the requests for overtime and the detail payroll list of work done in the Division each day.

ARTICLE 19. OPERATORS UNDER INSTRUCTION

Section 19.1 Learning New Mode.

224. Except as provided in Section 19.2, when learning different equipment, all operators who have passed the probationary period shall be paid at their regular rate except as herein provided. This also applies to operators who return to work after absence. Operators required to go to the Instruction School on their own time shall be paid travel time to and from their division at applicable rate. If an operator switches modes of equipment more than once in a three year period, on the second or subsequent switches he or she will be permitted 5 days of training only at his or her regular rate of pay. Training required thereafter shall be on the operator's own time.

Section 19.2 Retraining After Personal Leave.

225. If an operator is granted personal leave for a period of 60 days or more, any retraining required shall be on the operator's own time.

Section 19.3 Qualifications.

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

ARTICLE 20. JURY DUTY

227. An operator who is required to perform jury duty during the operator's regular work day will be granted leave of absence with pay. Such pay shall be the same as if the operator had worked in accordance with the operator's regular schedule for such day, less the amount received for jury duty on such day. An operator who is required to perform jury duty shall be considered to have Saturday and Sunday as assigned days off while performing jury duty.

ARTICLE 21. JOINT LABOR MANAGEMENT BOARD AND SAFETY COMMITTEE

Section 21.1 Joint Labor Management Board.

228. Within 90 days of the approval of this MOU by the MTA Board, the parties agree to implement a new Joint Labor Management Board (JLMB). The structure and composition of the JLMB shall be determined by the parties during this time period. The goals of the Committee shall be:

- Achieving and maintaining full staffing;
- Ensuring realistic schedules;
- Improving the quality and timeliness of service to the public;
- Improving operator morale;
- Reducing job-related stress;
- Improving attendance and reducing unscheduled absences;
- Increasing opportunities for operators to take short periods off to address health, family and other urgent needs;
- Reducing PSRs, accidents and claims;
- Improving employee safety and health;
- Reducing the number and length of workers compensation claims;
- Facilitating ways to improve the resolution of grievances, accidents, and disciplinary issues.
- Addressing police security and crime aboard MUNI equipment;
- Improving communication between Operators, Central Control, Street Supervisors and Dispatchers;
- Ensuring availability of restroom facilities for Operators.

231. MUNI will provide appropriate staff and funding to assist the JLMB in achieving its goals, subject to the budgetary authority of the Municipal Transportation Agency Board.

Section 21.2 Joint Safety Committee.

232. The MTA and the Union shall establish a joint safety committee hereinafter termed "JSC" composed of an equal number of Union and MUNI representatives. These representatives shall select an independent, neutral committee member who shall be knowledgeable in the field of health and safety who shall serve as chairperson. Expenses of the independent chairperson shall be shared equally by the Union and MUNI. MUNI's share of the expenses of the independent chairperson shall be limited to $5,000 over the term of this MOU. The JSC shall meet within five days of the call of either party. If one party refuses or fails to meet when a meeting is called, the other party may proceed with the selection of an independent, neutral committee member, who shall serve as chairperson, and the JSC shall commence its activities. The JSC shall consider and propose action on any aspect of MUNI's operations affecting the health and safety of operators. If any action proposed by a majority of the members of the JSC is not implemented, the matter shall be referred to the Director of Transportation and the President of the Union for handling, and if the 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 expense its findings and proposed action.

ARTICLE 22. RULES AND POLICIES

233. It is the intent of MUNI management during the course of this contract to update the 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.

234. In an emergency, MUNI 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 management after discussions with the Union.

ARTICLE 23. DISCIPLINE

Section 23.1 Standards for Discipline.

235. The MTA agrees that in imposing discipline the Director of Transportation will continue to act in a fair and equitable manner and any punishment will be related to the offense committed with due regard for the employee's past record. Employees shall be entitled to a Skelly hearing prior to charges

being filed against the employee. During the Skelly hearing an employee shall be entitled to:

236.

- A notice of the proposed action;
- The reasons for the proposed discipline;
- A copy of the charges and the materials upon which the action is based; and
- The right to respond, either orally or in writing, to the authority initially bringing charges.

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

Section 23.2 Notice of Proposed Discipline.

238. Except in cases of an operator reporting to work or operating a 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 equipment, any discipline proposed must be preceded by a charge in writing communicated to the individual employee and the Union simultaneously. In the case of the major offenses mentioned above, the charge shall be communicated to the individual employee and the Union as soon as possible. A charge against an employee shall contain the precise offense with which the operator is being charged and the specific rule the operator has been alleged to have violated. Failure to cite the specific rule(s) will result in the charge being waived. The charge must be communicated to the employee and the Union not later than 14 calendar days after MUNI had knowledge of the event or occurrence charged or the offense will be deemed waived.

Section 23.3 Timing of Discipline.

239. If an employee raises a grievance in connection with any proposed discipline, except in cases of an operator reporting to work or operating a 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 equipment, the discipline will not be carried out unless, at the conclusion of the grievance procedure, it is determined that the discipline is appropriate.

240. If, during the grievance procedure, an extension is requested by the Union, the employee shall be "Off the Clock" for the period of the extension and until the next available hearing or meeting date at the appropriate step in the

grievance procedure. If the extension is requested by management, the employee shall remain "On the Clock".

241. After the expiration of one year after the imposition of discipline, no reference may be made to that entry in any future disciplinary proceeding.

Section 23.4 Passenger Service Reports, (PSRs)

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

243. (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.

244. (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.

245. (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 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.

246. (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. The weight given to testimony provided in the absence of the operator shall be at the discretion of the hearing officer.

247. (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.

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

249. (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 may hold PSR hearings beyond normal business hours when required to provide for complainant testimony.

250. (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.

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

252. (k) PSR Joint Study
MUNI agrees to establish a Joint Union/Management Task Force to review and evaluate the fairness and efficiency of the PSR Process. The Task Force shall prepare a report of its findings and recommendations within 90 days after the Task Force is formed. (See Attachment B).

Section 23.5 Lateness and Absence Without Leave (AWOL) Program

253. 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 Transportation recognizes that substantial training of managers in managing would benefit the department.

254. The steps needed to affect change will take more time than is available in the present negotiations. A joint committee is hereby established to develop a new lateness and Absence Without Leave (AWOL) Prevention Program. While the steps to achieve the new program are not clear, the following are agreed to be part of the program:

255. (a) Statistics will be maintained focusing on individuals and individual behavior. The Director of Transportation recognizes that attention by managers to preventing lateness and Absence Without Leave (AWOL) would benefit the department.

256. (b) If an operator reports late for duty without approval but does report and takes a scheduled non-overtime run, such late reports will be tracked and recorded on a rolling five month period with the disciplinary procedures up to the following:

257. i. First violation within a five (5) month period - oral warning

258. ii. Second violation within a five (5) month period - written warning of suspension

259. iii. Third violation within a five month period - up to five 5 day suspension

260. iv. Fourth violation within a five (5) month period - up to ten 10 day suspension

261. v. Fifth violation within a five (5) month period - up to termination

262. (c) When an operator fails to report for duty, and does not receive approval, the absence will be defined as a Absence Without Leave (AWOL) and will be tracked and recorded on a rolling eight (8) month period with the disciplinary procedures up to the following:

263. i. First violation within an eight (8) month period – Discipline up to a two (2) day suspension

264. ii. Second violation within an eight (8) month period – Discipline up to a ten (10) day suspension

265. iii. Third or further violation within an eight (8) month period – Discipline up to termination.

266. (d) The Joint Committee will explore the possibility of developing a point system in lieu of suspensions for lateness and Absence Without Leave (AWOL). If lateness and Absence Without Leave (AWOL) are not reduced, thereby avoiding points, discharge will result. This system, when introduced, will result in substantial savings because overtime working will be reduced. The savings can be used to introduce an incentive program for the great majority of operators who are not late or Absence Without Leave (AWOL).

267. (e) The Joint Committee will work together to identify the best methods to bring MUNI to full staffing as approved in the budget.

268. The Committee shall meet and report back no later than December 1, 2000. Absent an agreement on a new policy, the provisions of 'b' above will be implemented on 12/29/2000.

Section 23.6 Accidents.

269. On the occurrence of an accident, the Division Safety Instructor shall review and determine the category into which the accident falls and whether the accident was "avoidable" or "unavoidable".

270. Accidents are divided into two categories:

271. Group (a): Serious or major accidents, accidents involving serious injuries and accidents involving a violation of traffic laws or MUNI safety rules. Examples of Group "a" accidents are attached as Appendix F.

272. Group (b): All other accidents.

273. An Operator involved in a Group (a) accident who, after proper investigation, is charged by his Division Manager with that accident may appeal that decision to the Accident Review Board ("ARB"). This appeal must be made in writing within nine business days of being charged. The ARB will determine if the operator contributed to the cause of the accident.

274. An Operator involved in a Group (b) accident which is determined to be avoidable by the Division Safety Instructor will be referred to the training department for needed training. The Operator may appeal an avoidable determination to the ARB. This appeal must be made in writing within nine business days of such determination by the Division Safety Instructor

275. All hearings by the ARB shall be completed within 20 business days of the date the appeal is filed.

276. The ARB shall consist of 3 members. One selected by the Union, one selected by MUNI management, and an independent neutral. The independent neutral will be paid equally by both parties. The neutral will be selected from a list to be agreed upon by both the Union and MUNI management.

277. Should any member of the panel above become unavailable during the life of the MOU, replacement members may be selected. Such individuals shall have transit investigation experience, and may include senior safety officers of major public transit systems and safety oversight agencies.

278. The ARB will be supplied with all documents relevant to the case and may call for the presence of any relevant witnesses requested by the parties. All testimony before the ARB will be sworn and only information relevant to the facts of the accident will be admissible. Nothing in this section shall preclude any party (the MTA, the Union, and/or the Employee) from obtaining its own representation, provided that each party provides notice and bears its own costs and fees. Upon the request of any party, the hearing may be transcribed, provided that the requesting party shall pay for the cost of the court reporter. Each party shall bear its own costs for copies of the transcript.

279. The fact that a claim has been settled, and the amount of the settlement shall not be considered in determining fault for an accident.

280. If, after a hearing, the ARB determines that the operator contributed to the cause of the accident, any appeal of discipline relating to the accident shall be initiated at Step 3. The only issue that may be raised in the grievance procedure is the extent of the discipline appropriate in the case.

281. The provisions of the MOU dealing with accidents may be reopened as of January 1, 2002 by either party to resolve any problems with the above procedures.

282. The timelines of the above procedure shall be mandatory, and may be waived only in exceptional cases by mutual agreement. Failure by the MTA to meet the timelines set forth above shall render any discipline based upon that accident null and void. Failure by the union or the employee to meet the above timelines shall waive any challenge by the employee or union to the discipline imposed.

283. Within sixty (60) days of approval of this MOU by the MTA Board, the parties agree to meet and confer over revisions to General Bulletin 85-10.

Section 23.7 Loss of Funds.

284. Pursuant to Administrative Code Sections 10-25.1 through 10.25.9, no operator shall be charged for losses of funds or equipment in his/her possession, belonging to the MTA, resulting from petty theft, robbery or other crime, as proven by the operator, or resulting from a situation where it is proven by the operator that no action of the operator contributed to the loss.

Section 23.8 Wrongful Suspensions or Discharges.

285. If it is finally determined that a suspension or discharge is unwarranted, the employee shall be reinstated to his or her former position without loss of seniority; he or she shall be paid wages lost as though he or she had not

been suspended or discharged; and no entry shall be made in the employee's personnel record of such suspension or discharge.

Section 23.9 Notification to Operators

286. Notification to operators through Certified Mail will be used for:

a. Step 3 Dismissal/Termination Cases (scheduling and decisions)
b. Civil Service Rule 22 Hearing
c. Arbitration

287. Notification of Operators for initial charges or Step 2 scheduling or decision will not be Certified Mail.

288. Further, it is agreed that Section 23.2 of the Memorandum of Understanding, in reference to the sentence: "charges must be communicated to the employee and the union not later than 14 calendar days, also excludes time that an operator is carried sick, vacation, industrial or on any other official leave category.

ARTICLE 24. PAY DAYS

Section 24.1 Paychecks

289. It is the intent of the parties hereto that operators receive the pay they have earned as soon as possible after the work is performed. To the extent that the parties hereto have control over, or can influence the pay arrangements, the parties hereto agree to take steps to achieve the following:

290. a. All paychecks shall be available at the division, to be picked up not later than 12:01 a.m. every other Tuesday.

291. b. All operators receiving Workers' Compensation benefits, assault pay, pay due under Section 31.2 of this MOU, or other similar payments from the MUNI shall be paid on the same day as regular operators.

292. c. The operator's check stub will show the pay hours in that pay period.

293. d. All hours worked in a given pay period shall be paid when pay is received for that pay period.

294. In addition, during the term of this MOU, the parties shall investigate with the controller the possibility that operators who will be leaving on a scheduled vacation and who have earned vacation pay shall be able to pick up their vacation pay from the payroll department in advance of leaving for vacation. Operators desiring such advance payment must notify payroll thirty calendar days before the vacation.

Section 24.2 Correcting Payroll Problems

295. The procedures agreed to between TWU and the MUNI for other employees represented by TWU for correcting payroll errors shall also apply to transit operators. The following guidelines will be used to correct the most significant problems first:

296. No check on payday for the pay period: Highest priority. Full check issued as quickly as possible, within four (4) hours if PPSD or departmental payroll division is notified before noon on payday or before noon on any subsequent day. If PPSD or departmental payroll division is notified after noon but before 4:00 p.m., the check will be issued no later than noon of the following day.

297. Check on payday is 10% or more short of total due for pay period: Second priority. Correcting payment to be issued as quickly as possible, with the goal of three (3) working days from report to payment.

298. Check on payday is less than 10% short of total due for pay period: Third priority. Correcting payment to be issued as quickly as possible, with a goal of within five (5) working days from report to payment.

ARTICLE 25. MANAGEMENT RIGHTS

299. The MTA has the right to exercise all management prerogatives, including but not limited to the right to:

a. fix operating and personnel schedules
b. implement layoffs;
c. determine work loads;
d. arrange transfers;
e. assign personnel; and
f. issue any other directive intended to carry out its managerial responsibility to operate the transit system safely, efficiently and economically.

300. All matters pertaining to the management of operations, including the type and kind of service to be rendered to the public and the equipment used, the maintenance of discipline and efficiency, the hiring, promotion and transfer of employees, and their discharge or discipline for proper cause, are the prerogatives of the MTA, subject to such limitations as are set forth elsewhere in this Agreement, in the Meyers-Milias-Brown Act, San Francisco Charter, Civil Service Rules, the San Francisco Administrative Code and other applicable laws and regulations.

ARTICLE 26. RETIREMENT SYSTEM PARTICIPATION FOR EMPLOYEE REPRESENTATIVES

301. Employee representatives will be entitled to service credit in the San Francisco Employee Retirement system subject to charter Section 8.519.

ARTICLE 27. GRIEVANCE PROCEDURE

302. The authorized Grievance Procedure is as follows:

303. (a) A "grievance" is defined to be a complaint on the part of any employee or the Union that there has been, on the part of the Executive Director of the MTA or any of his/her duly authorized subordinates, noncompliance with, or a misinterpretation or misapplication of any working condition, rule or resolution of the MTA, which is within its proper jurisdiction, affecting its employees, or that an employee has been recommended for discipline without good cause, or that a disciplinary penalty proposed before invocation of the grievance procedure is not fair and equitable or related to the offense committed, with due regard to the employee's record.

304. (b) The Union and the Executive Director of the MTA recognize that disputes should be resolved expeditiously at the lowest possible administrative level.

305. (c) Time Limits and Extensions:

306. The time limits in the grievance procedure will be strictly adhered to.

307. Extensions will be granted only in writing by mutual agreement, and only in exceptional cases.

308. If an extension is requested by the Union, the employee shall be "Off the Clock" for the period of the extension and until the next available hearing or meeting date at the appropriate step in the grievance procedure. If the extension is requested by management, the employee shall remain "On the Clock."

309. If management fails to meet the time limits at any point in the procedure, the grievance will be granted. If the Union fails to meet the time limits at any point in the procedure, the grievance will be withdrawn.

310. (d) Grievances shall be processed and settled in the following manner:

Step 1: (Division Superintendent Level)

311. The aggrieved employee (hereinafter referred to as "grievant,") either orally or in writing, personally, or through the Union, may present a grievance to his/her Division Superintendent at any time within 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 affecting its employees, or within 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 communicate the decision in writing to the grievant and to the Union, within two (2) days after receiving the complaint.

Step 2: (Senior Operations Manager)

312. The grievant or the Union may appeal from the decision at step 1 within 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 Senior Operations Manager. The Senior Operations Manager shall investigate the grievance, hearing from the union representative and grievant if he/she deems it necessary. Within three (3) days of receiving the grievance the Senior Operations Manager 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.

Step 3: (Deputy General Manager, Human Resources)

313. At any time within five (5) days after the Step 2 decision, the grievant or the Union may appeal in writing therefrom to the Deputy General Manager, Human Resources or designee. The Deputy General Manager, Human Resources or his/her duly designated representative shall conduct a hearing on 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 Deputy General Manager, Human Resources or designee shall file the written decision and deliver a copy thereof to the grievant and to the Union.

314. Where the grievance is directed against a proposed disciplinary dismissal, the grievance shall be initiated at Step 3, and must be raised within four (4) days of mailing to the grievant's last known address the notice of intention to file charges for dismissal.

Step 4: (Arbitration Level)

315. The Union or the grievant may, at any time within seven (7) days after the mailing of the Step 3 decision, appeal from such decision to the impartial hearing officer by filing written notice of the appeal with the Deputy General Manager, Human Resources or designee 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 impartial hearing officer shall conduct a hearing on the grievance or grievances submitted to him/her within ten (10) days after receipt by him/her, 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 hearing shall begin within ten (10) calendar days. The hearing officer shall have five days after the close of the hearing to render a decision.

316. The hearing officer's report shall contain a factual summary of the grievance or grievances, the evidence, and his/her decision. The MTA Executive Director shall exercise his/her discretion in accepting, modifying or rejecting the recommended decision.

317. 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.

318. By written stipulation of the grievant or the Union and MUNI management, 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.

319. 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 MTA Executive Director, as prescribed in the Charter of the City and County of San Francisco.

320. The MTA Executive Director or designee and the Union shall endeavor to agree upon an impartial hearing officer to serve for an agreed period of time. Should these parties fail to reach such agreement within twenty (20) days after the execution of this agreement, then, upon the written request of either party, the American Arbitration Association shall have the authority to appoint an impartial hearing officer pursuant to its rules, who shall serve for an agreed period of time. The cost of the services of the impartial hearing officer shall be shared equally by the Union and MUNI, except that if the grievant reaches Step 4 without Union participation, the cost shall be shared by the grievant and MUNI. In the event the grievant does not desire to share in the cost , Step 4 shall be bypassed.

ARTICLE 28. NO DISCRIMINATION

Section 28.1 Discrimination Prohibited.

321. The Union agrees to comply with all applicable laws, regulations and orders of any public authority relating to non-discrimination in employment, and the MTA and Union agree that no person employed or applying for employment shall in any way be discriminated against because of race, color, creed, religion, sex, national origin, physical handicap, age, political affiliation or opinion, or sexual preference.

Section 28.2 No Discrimination on Account of Union Activity.

322. Neither the MTA nor the Union shall interfere with, intimidate, restrain, coerce or discriminate against any employee because of the exercise of rights granted pursuant to the MTA Employee Relations Operating Resolution and the Meyers-Milias-Brown Act.

ARTICLE 29. UNION DUES AND AGENCY SHOP

Section 29.1 Payroll Deductions.

323. Except as provided more specifically in Section 29.6, payroll deductions from the pay of operators of dues or service fees to be paid to the organization representing the operators pursuant to this agreement shall be made by the Controller from the regular periodic payroll warrant of each operator in accordance with the Controller's regulations and the provisions of Section 16.92 of the San Francisco Administrative Code.

Section 29.2 Deductions of Insufficient Pay

324. If any Operator does not have sufficient pay during a particular pay period, any deductions owed shall be accumulated and shall be paid in the first pay period or period in which there are sufficient earnings for such purpose.

Section 29.3 Agency Shop

325. Except as provided elsewhere in Article 29, all persons employed by the MTA in the Civil Service classifications for which the Union is the recognized employee representative pursuant to Article 2 shall, as a condition of continued employment, become and remain a member of the Union or, in lieu thereof, shall pay a service fee to the Union. The service fee payment shall be established annually by the Union, provided that such agency shop fee will be used by the Union only for the purposes of collective bargaining and representing the employees in the unit.

326. The Union shall comply with the requirements set forth in Chicago Teachers Union v. Hudson, 475 U.S. 292 (1986) for the deduction of agency shop fees. Annually, the Union shall certify in writing to the MTA that the Union has

complied with the requirements set forth in the relevant sections herein and in Hudson.

Section 29.4 Religious Exemptions.

327. Any employee of the MTA in a classification described in Section 29.3 hereof, who is a member of a bona fide religion, body or sect, which has historically held conscientious objections to joining or financially supporting a public employee organization and is recognized by the National Labor Relations Board to hold such objections to Union membership, shall, upon presentation of proof of membership and historical objection satisfactory to the MTA and the Union, be relieved of any obligation to pay the required service fee..

Section 29.5 Exemption for Management, Confidential or Supervisory Employees.

328. The provisions of this article shall not apply to individual employees of the MTA in representation Unit 7 who have been properly and finally determined to be management, confidential, or supervisory employees pursuant to Section 16.208 of the San Francisco Administrative Code. Except when an individual employee has filed a challenge to a management, confidential or supervisory designation, the Human Resources Director and the Union shall meet as necessary for the purpose of attempting to make such determinations by mutual agreement. The Human Resources Director shall give the Union no less than ten working days prior notice of any such proposed designation. Disputes regarding such designations shall be promptly resolved pursuant to Section 16.208(b) of the San Francisco Administrative Code.

Section 29.6 Service Fees from Nonmembers.

329. Service fees from nonmembers shall be collected by payroll deduction pursuant to Administrative Code Section 26.90, provided, however, that should the Union allow an employee to pay membership dues personally to the Union, an employee may elect to make said service fee payments personally to the Union and shall so inform the Controller on a form provided by the City. Employees hired on or after the ratification date shall receive and complete at the time of employment an authorization to deduct membership or agency fees. Said employees shall also be notified of their right to make direct payments to the Union. Failure to comply with this Article shall be grounds for termination.

Section 29.7 Financial Reporting.

330. Annually, the Union will provide an explanation of the fee and sufficient financial information to enable the service fee payer to gauge the appropriateness of the fee. The Union will provide a reasonably prompt

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

Section 29.8 Check off.

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

Section 29.9 Indemnification.

332. The Union agrees to indemnify and hold the MTA harmless for any loss or damage arising from the operation of this Article.

ARTICLE 30. SICK LEAVE PROCEDURE

Section 30.1 Granting of Sick Leave

333. Sick leave will be granted, accumulated, and used in accordance with applicable provisions of the Charter (Section 8.363), the Administrative Code (Section 16.17), CSC Rules and Rules and Policies of MUNI.

334. An Operator must exhaust all paid sick leave and vacation time before the Operator shall be eligible to take unpaid sick leave.

Section 30.2 Physical Exam

335. The MTA may require that any operator submit to an examination by a physician designated by MUNI to determine the Operator's fitness to perform Operator's duties.

Section 30.3 Returning from Sick Leave

336. On returning from sick leave after an absence of more than five working days, an operator must have a statement from the operator's doctor stating:

337. a. Date and time of treatment;

b. Duration of illness;

c. Date cleared to return to work, and that the operator is capable of performing the operator's regular duties.

Section 30.4 Notification on Returning from Sick Leave

338. Any operator who notifies his/her Division no later than 12:30 p.m. on one day of his/her intent to return to work the following day shall be given his/her regular run on that day. If the operator fails to notify the Division of his/her intent to return by 12:30 p.m. the prior day but reports to work no later than 7:30 a.m. on the day of his/her return, the operator shall be placed on the report list for that day and shall be assigned work by the Dispatcher.

Section 30.5 Sick Leave Abuse

339. MUNI may investigate suspected abuse of sick leave and may bring charges against any operator who willfully abuses the sick leave rules. Particular attention will be paid to patterns of absence.

Section 30.6 Additional Sick Leave Procedures

340. Additional sick leave procedures may be promulgated by MUNI after complying with the meet and confer requirements of the Meyers-Milias-Brown Act.

ARTICLE 31. INDUSTRIAL ACCIDENTS

Section 31.1 Union Notification

341. Notice of the occurrence of an injury to any employee sustained in the course of his employment shall be given to the Union as soon as knowledge of such an injury comes to MUNI.

Section 31.2 Compensation – Loss of Time

342. Notwithstanding past practice, if an employee is injured from an unavoidable collision accident or malfunction of MUNI equipment while operating MUNI equipment resulting in loss of time from work, the operator shall suffer no loss of pay time on the day the injury occurs. In the event of such injury, the operator shall be paid eight (8) hours time for each scheduled work day lost during the waiting period until workers compensation temporary disability benefits begin, and after the waiting period, he/she shall receive from MUNI 60% of the difference between workers compensation temporary disability benefits and eight (8) hours time for each scheduled work day lost for a maximum of one (1) month of continuous absence each fiscal year.

343. Operators experiencing industrial illness or accidents, except as specified above, shall only be entitled to workers compensation benefits during their absence from work.

344. However, an operator may supplement workers compensation temporary disability benefits with any available sick leave, vacation, or floating holiday pay up to the equivalent of eight (8) hours pay for each scheduled work day

lost until such supplemental leave benefits are exhausted. Sick leave, vacation, and floating holiday pay shall be used to supplement workers compensation temporary disability benefits at the minimum rate of one (1) hour increments.

ARTICLE 32. ALCOHOL AND DRUG REHABILITATION EMPLOYEE ASSISTANCE PROGRAM

345. TWU Local 250A and MUNI hereby agree to create an Employee Assistance Program for term of this MOU as follows:

A. Overview of EAP Program

346. 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.

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

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

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

350. 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:

351. Motivating employees to help;

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

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

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

355. Providing crisis intervention services;

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

357. Acting as an education and training resource.

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

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

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

361. Maintain a toll-free telephone access for referrals and respond to calls in no more than sixty (60) seconds.

362. Provide union/management consultation relative to the development and integration of organizational policies and procedures necessary for effective Employee Assistance Program implementation.

363. Orient employees regarding the purpose, scope, nature and use of the Employee Assistance Program.

364. Train Union (including Division Chairpersons and any other Union officials), supervisory and management staff to develop the knowledge and skills necessary to effectively utilize the program in the performance of their responsibilities.

365. Provide direct one-to-one counseling utilizing licensed professional staff for crisis management and to identify and evaluate personal concerns among Employer's employees and/or their immediate dependents. Such direct counseling shall provide for three (3) sessions per family per year. Fees for any counseling sessions exceeding three (3) will become the financial responsibility of the employee and/or dependent, unless otherwise arranged for by the employer. For non-urgent situations, an appointment will be offered within seventy-two (72) hours of request. For urgent situations, an appointment will be offered on the same day as the request for service.

366. Provide legal consultation, medical advice, financial consultation; one (1) consultation per incident is provided for each service, up to three (3) incidents per service, per year.

367. Provide referral services to professional community resources for treatment and/or assistance, as may be appropriate.

368. Provide continuing liaison and contact, when appropriate, between the employee, treatment agent or agency, and Employer to determine case status.

369. Provide monthly statistical evaluation of program activity, and other reports, as needed.

370. 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.

371. Assess all employees involved in Critical Incidents (e.g., on the job assaults, threats and/or accidents) that occur while on duty.

372. Provide up to three (3) counseling visits per employee involved in a Critical Incident.

373. Develop Critical Incident Program Policies and Procedures.

374. Provide Critical Incident Case management, including:

375. (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;

376. (b) Assisting employees in securing additional counseling visits beyond the three (3) Critical Incident/trauma response visits described above, when necessary.

B. Organization

1. The Joint Labor-Management Committee:

377. **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.

378. If MUNI 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 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.

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

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

381. **b. Functions:** To receive and review information regarding the Substance Abuse and Peer Assistance Programs

382. **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 may elect to combine the joint labor-management committee established here and in the Local 250A Agreement.

2. Substance Abuse Program:

383. The Director of Transportation 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:

384. The MTA 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:

a. Structure:

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

b. Peer Assistance Oversight Committee:

386. 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

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

d. Qualifications:

388. 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

389. 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

390. 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

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

AND

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

e. Duties:

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

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

395. Abide by state and federal confidentiality laws.

396. Publicize the EAP verbally and through distribution of literature.

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

398. Assist in publication of Voluntary Substance Abuse Program newsletter.

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

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

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

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

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

404. Keep accurate records of client contacts and promotional activities.

f. Staffing:

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

g. Volunteer Peer Assistants:

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

h. Functions

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

i. Civil Service Commission Approval:

408. 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)

409. 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.

410. 2. In the case of the up to two voluntary, employee-initiated referrals, MUNI 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

411. 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

412. 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.

413. 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

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

G. Funding

During the term of this agreement the Employee Assistance Program and the Peer Assistance Oversight Committee shall continue to be funded by MUNI in an amount not to exceed $150,000 per year.

H. Special Provisions

415. 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 and the MTA 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 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.

CONSEQUENCES OF POSITIVE DRUG/ALCOHOL TESTS

Testing Types		Assumption of Results	Employee Status Waiting for Results	1st Positive	2nd Positive Within 5 Years
Pre-Employment	Drug	N/A	N/A	Not hired, may not reapply.	Not hired, may not reapply.
Random	Drug	Assumed Negative	On Duty	Removed from Duty[1] No pay,[2], Referred to SAP SAP Recommendation for Treatment, Return to Duty Test,[3], Follow-Up Testing, Subject to Disciplinary Action.	Will be Subject to Termination Except Where Substantial Mitigating Circumstances Warrant.
Random	Alcohol > or = .04	Positive	Immediate Results	Removed from Duty[1] No pay,[2], Referred to SAP SAP Recommendation for Treatment, Return to Duty Test,[3], Follow-Up Testing, Subject to Disciplinary Action.	Will be Subject to Termination Except Where Substantial Mitigating Circumstances Warrant.
Post Accident	Drug or Alcohol	Assumed Negative	On Duty	Removed from Duty[1] No pay, Referred to SAP, SAP Recommendation for Treatment, Return to Duty Test,[3], Follow-Up Testing, Subject to Disciplinary Action.[4]	Will be Subject to Termination Except Where Substantial Mitigating Circumstances Warrant.

1 Any employee who is subsequently determined to be the subject of a false positive or under reasonable suspicion tests negative shall be made whole for any wages and benefits lost.

2 Employee may use accumulated sick/vacation pay for rehabilitation program.

3 Employee may not return to work until SAP certifies them capable of returning to their safety-sensitive job.

4 Disciplinary action to be a 30-day suspension except that a first positive relating to an incident resulting in death, serious bodily injury or substantial destruction or property may warrant discipline up to and including discharge.

Testing Types		Assumption of Results	Employee Status Waiting for Results	1st Positive	2nd Positive Within 5 Years
Reasonable Suspicion	Drug or Alcohol	Assumed Positive	Off Duty Until Results Received	Removed from Duty[1] No pay, Referred to SAP, Return to Duty Test,[3], Follow-Up Testing, Subject to Disciplinary Action.[4]	Will be Subject to Termination Except Where Substantial Mitigating Circumstances Warrant.
Return-to-Duty	Drug or Alcohol	Assumed Negative	Off Duty Until Results Received	N/A	Will be Subject to Termination Except Where Substantial Mitigating Circumstances Warrant.
Follow-Up Testing Minimum 6 in 1 year up to 60 months, determined by SAP	Drug or Alcohol	Assumed Negative	On Duty	N/A	Will be Subject to Termination Except Where Substantial Mitigating Circumstances Warrant.

Issues		1st Occurrence	2nd Occurrence within 5 years
Refusal to Test	Drug or Alcohol	Removed from Duty[1] No pay. Referred to SAP For treatment recommendation. Return to duty and follow-up testing. Will be Subject to Termination Except Where Substantial Mitigating Circumstances Warrant.	Will be Subject to Termination Except Where Substantial Mitigating Circumstances Warrant
Failure to Comply with Treatment Program or Return to Work Agreement	Drug or Alcohol	Off work[1] No pay. Referred to SAP for treatment recommendation. Return to duty and follow-up testing. Will be Subject to Termination Except Where Substantial Mitigating Circumstances Warrant.	Will be Subject to Termination Except Where Substantial Mitigating Circumstances Warrant
Alteration of Specimen	Drug or Alcohol	Will be Subject to Termination Except Where Substantial Mitigating Circumstances Warrant.[1]	Termination

CHART A : Employee Assistance & Rehabilitation Program

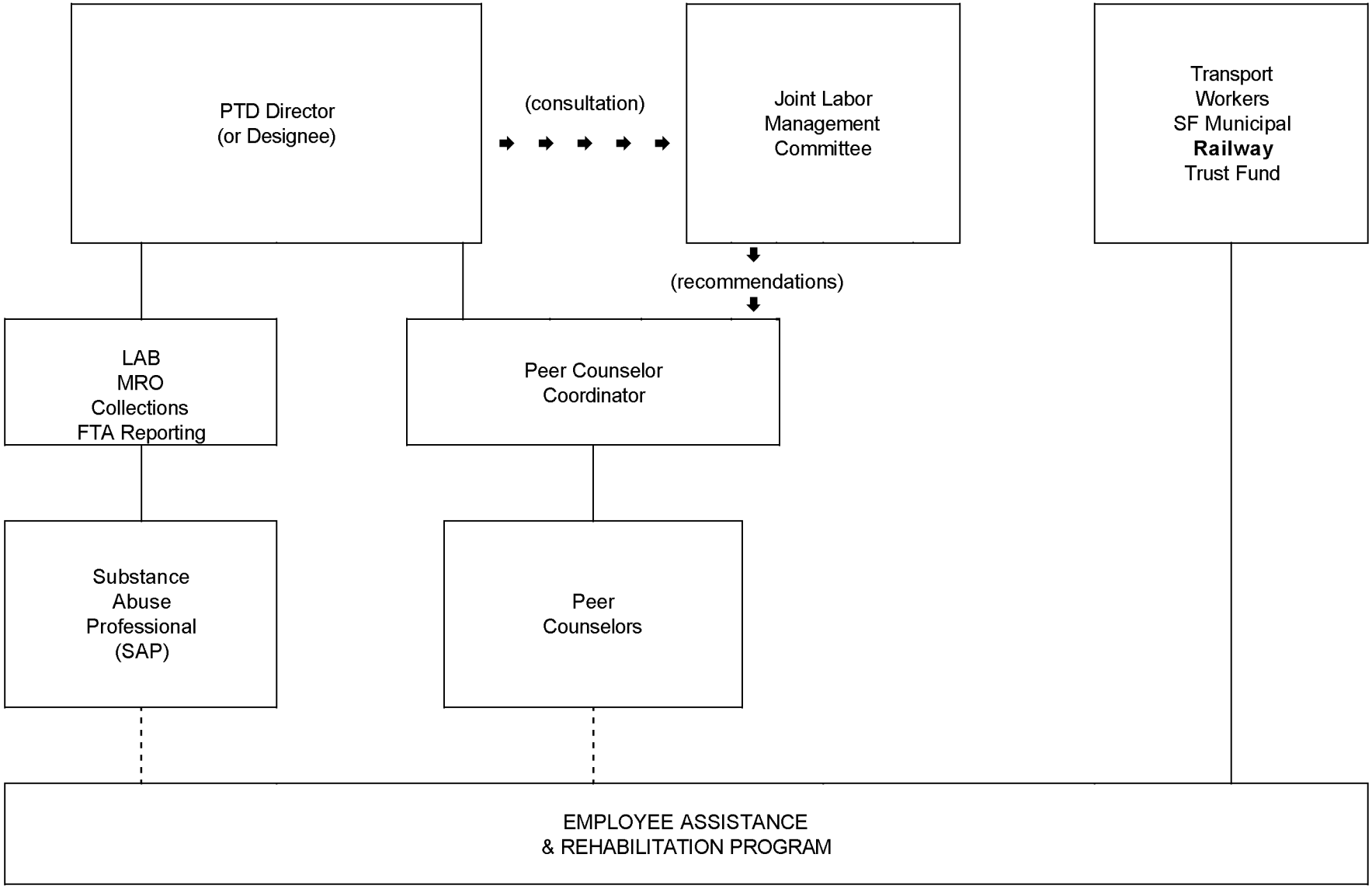
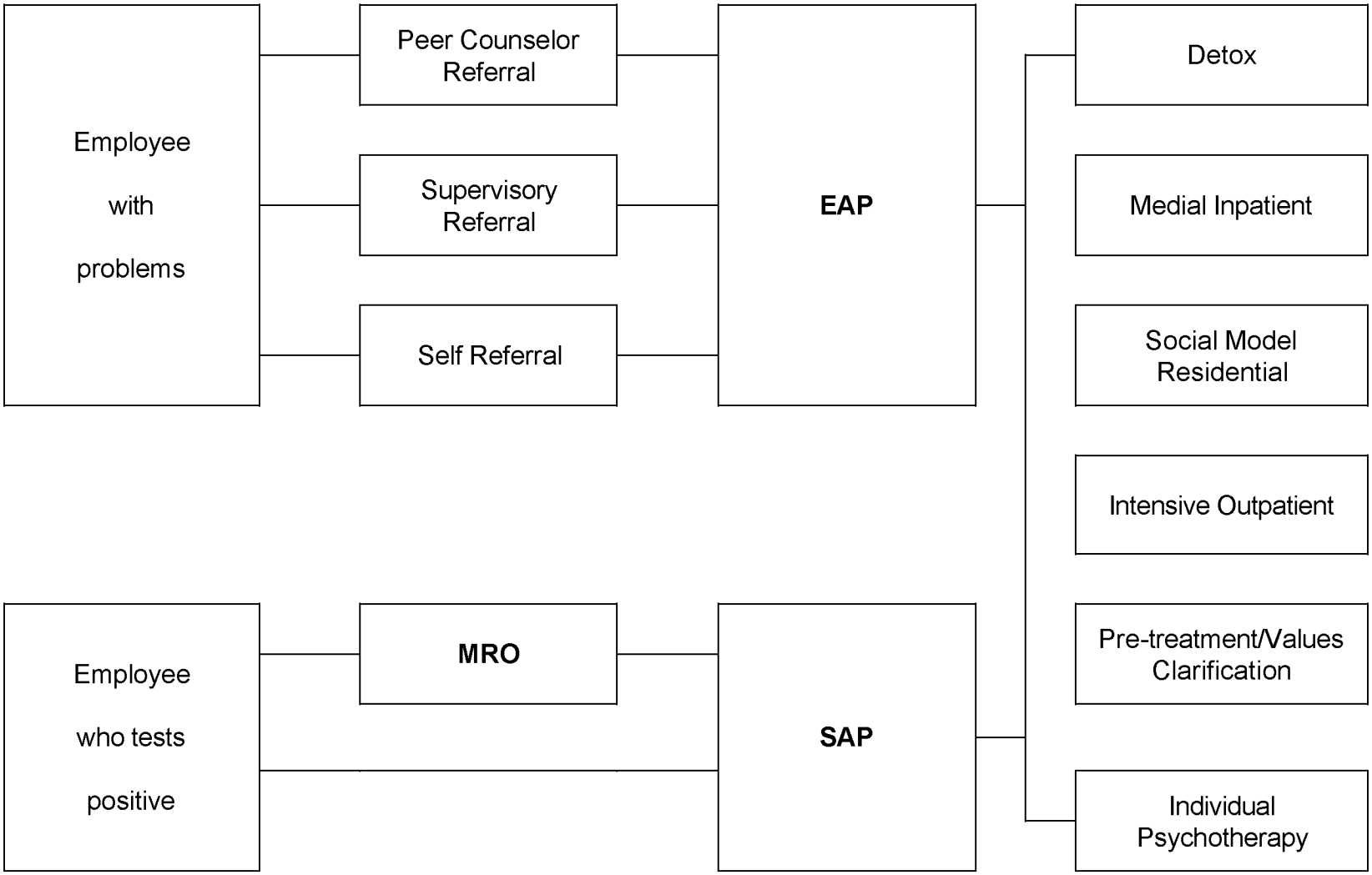


CHART B PTD – LOCAL 250-A ASSISTANCE PROGRAM SERVICE ACCESS



ARTICLE 33. MISCELLANEOUS WORKING CONDITIONS

Section 33.1 Restroom Facilities.

416. Suitable restroom facilities shall be provided by MUNI, and employees will be afforded an opportunity to use such facilities. These facilities shall be kept in a clean and sanitary condition by MUNI. MUNI will attempt to provide usable restroom facilities as near as possible to the end of the line. MUNI shall post lists on a quarterly basis giving the locations of such facilities. MUNI Management shall designate a person to ensure that restroom facilities are kept clean and maintained. Such person shall work with the union to survey the need and availability of restroom facilities on each line on a regular basis.

Section 33.2

417. Management agrees that it will respect the transportation pass of operators employed by other Bay Area public transit systems for passage on MUNI vehicles when mutual recognition of the transit passes is agreed to by MUNI, BART, AC Transit, Santa Clara Transit, SamTrans and Golden Gate Bridge, Highway and Transportation District. The MTA Executive Director agrees to use his best efforts to obtain agreement by the other systems of such mutual recognition.

Section 33.3 Radios.

418. MTA agrees that on a priority basis all moving equipment shall be equipped with radios as soon as possible. All equipment in use shall be equipped with operable radios. No operator shall be required to operate equipment not so equipped.

Section 33.4 Gilley Rooms

419. All Division Gilley rooms will be provided with lounge facilities and separate restrooms for male and female operators, and facilities providing food and snacks for operators.

Section 33.4 Vending Machines

420. Whenever feasible, MUNI agrees to arrange for the installation of vending machines in Division Gilley rooms pursuant to the authority set forth in Section 4.4 of the San Francisco Administrative Code. The net proceeds from the operation and sales from the vending machines shall be used only for the provision of facilities and the maintenance of facilities for the use of MUNI operators in Gilley rooms and similar places as approved by the Union and the Director of Transportation. The MTA agrees to adopt any legislation which may be required to implement this provision.

Section 33.5 Security on MUNI Vehicles

421. The MTA hereby agrees to plan and implement programs to increase public safety for passengers and drivers on MUNI vehicles. The MTA shall commit and spend no less than $200,000 per fiscal year on safety programs. Programs may include such activities as establishing an '800' phone number for persons witnessing crimes on MUNI vehicles to call, preparing (with assistance by the SFPD) one or more safety pamphlets directed to the public giving advice on protective steps that could be taken to increase security; an award program for drivers and riders whose actions increased security on MUNI vehicles; a public relations program to enroll riders and those benefiting from MUNI's operations in a safety program; enlisting the Police Department to give advice on how to reduce crime on MUNI vehicles and similar activities.

Section 33.6 Preventive Health Care Facility

422. The parties to this MOU agree that a preventive health care and exercise facility available to operators can make a contribution to reducing the stress to which operators are subject on the job. The City and the Union agree to select a working committee within 30 days of the execution of this MOU to determine how and where such a facility could be established. The committee shall submit a report to the City and the Union not later than 120 days after the execution of this MOU. Upon the receipt of the report, the City and the Union shall forthwith meet and confer as to the establishment of a preventive health care and exercise facility. The City agrees that it will allocate $200,000 for the establishment of such a facility which shall be fee supported.

Section 33.7 Child Care.

423. The MTA and the Union agree to establish a Joint Labor/Management Task Force on Child Care, which shall consist of three persons appointed by the Union and three persons appointed by the MTA. The Committee shall meet within thirty days of the formal ratification of this MOU for the following purposes:

424. 1. Examination of the needs of Operators regarding child care related issues, including child-care emergencies, and examination of options for meeting those needs;

425. 2. Examination of the various existing leave policies to determine the effect on child-care needs of MUNI Operators;

426. 3. Examination of existing child care facilities, MUNI operators (e.g., unusual hours of operation, care of sick children, etc.);

427. 4. Support for a City-wide "Flex" program under IRS Code Section 125 for use of allocated pre-tax earnings to meet child care costs;

428. 5. Examination of potential outside financing mechanisms which could be utilized as potential sources of revenue to aid in the establishment and maintenance of a fee-support child-care facility for the children of MUNI Operators.

429. The Task Force shall submit a report to the MTA and the Union not later than three months after the date of its first meeting. The report shall include recommendations regarding the five listed items. The child-care specialist shall be selected jointly by the Union and the MTA members of the Task Force. The MTA will allocate up to $100,000 to implement the recommendations of the Task Force.

Section 33.8 AVL/AVM System

430. It is the intent of the parties that the Introduction and implementation of the AVL/AVM system is to provide the capability for better scheduling and immediate assistance and response to emergencies occurring in the field. Any use of the AVL/AVM system for disciplinary purposes will be subject to meeting and conferring between the Union and MUNI Management. Prior to the implementation of the AVL/AVM system, the Union and MUNI 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 (Transitional Work Program)

431. The procedure set forth below shall constitute MUNI's Transitional Work Program (TWP); jointly established by MUNI and the Transport Workers' Union, Local 250-A:

432. A number of active 9163 positions will be set aside by the MTA Executive Director and shall be designated transitional work.

433. 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.

434. 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.

435. Preference shall be given to:

a. Employees returning from industrial injury and released for transitional work;
b. Medical reasons;
c. Union request.

436. Once all designated positions are filled, a waiting list will be kept in the Offices of the DGM, Human Resources. The list will be maintained in receipt order.

437. Exceptions to the above are by approval of the MTA Executive Director only.

438. The positions that will be designated Light duty shall be at the discretion of the MTA Executive Director.

ARTICLE 34. NO STRIKE CLAUSE

439. Strikes, slowdowns or work stoppages are prohibited during the term of this MOU. The MTA 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

440. On the execution of an MOU containing the wage rates, Trust Fund contribution or other reopened terms for fiscal years 2004-2008, the MTA will enact appropriate legislation 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 shall remain in effect until the adoption of different legislation.

ARTICLE 36. AGREED POLICY ON AN APPROACH TO SOLVING CURRENT OUTSTANDING PROBLEMS ON MUNI

441. In recognition of the service and accountability requirements mandated by Proposition E, (Article VIII A. of the City Charter) approved in November 1999, the MTA and TWU jointly recognize that MUNI is facing a number of substantial problems that will best be resolved by MUNI management and the Union working together to solve them. It is also recognized that arriving at solutions will take time and will require collaboration on problem-solving approaches to reach solutions. To that end, the parties hereto agree on the following principles:

442. 1. In planning and implementing all new programs that will involve or affect transit operators, MUNI will collaborate and meet and confer with TWU as required by the Meyers Milias Brown Act.

443. 2. In dealing with issues such as reduction in industrial injuries and accidents, safety (Including the Integrated Safety and Loss Prevention Program), stress reduction and similar programs, to the extent legally permissible, all programs will be conducted by MUNI personnel. In this way, the experience and learning involved will be retained within MUNI, to the benefit of future programs.

444. 3. Among the issues that are recognized to exist to be dealt with include:

a. Managing and reducing workers compensation costs.
b. Managing and reducing unscheduled absenteeism
c. Improving delivery of public transportation services
d. Improving safety of passengers and operators
e. Improving driver-passenger relations.
f. Improving morale of MUNI employees

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.

QUALIFYING FISCAL YEAR	PSR REDUCTIONGOALS
1. July 1, 2004 through June 30, 2005	10%
2. July 1, 2005 through June 30, 2006	10%
3. July 1, 2006 through June 30, 2007	10%
4. July 1, 2007 through June 30, 2008	10%

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.

QUALIFYING FISCAL YEAR	Flynn	Kirkland	Woods	Potrero	Presidio	Green	Cable Car
1. 7/1/2004 – 6/30/2005	15%	15%	15%	15%	15%	15%	15%
2. 7/1/2005 – 6/30/2006	10%	10%	10%	10%	10%	10%	10%
3. 7/1/2006 – 6/30/2007	10%	10%	10%	10%	10%	10%	10%

4.	7/1/2007–6/30/2008	10%	10%	10%	10%	10%	10%	10%

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, 2004

The aforesaid incentive premium shall not be considered as part of an employee's compensation for the purpose of computing retirement benefits

ACCIDENT PREVENTION INCENTIVE PROGRAM

PREAMBLE

To encourage all 9163 Transit Operators to safely operate their transit vehicles, report all accidents, and promote workplace safety, the following accident prevention incentive programs are established:

MUNI-WIDE ACCIDENT PREVENTION BONUS

All full-time qualifying 9163 Transit Operators shall receive a $ 150.00 ($75.00 for part-time Operators) Accident Prevention Bonus following each Qualifying Fiscal Year in which there was at least a five percent (5%) reduction in the total number of accidents for all categories of revenue accidents.

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 experienced no more than four (4) accidents, none of which can be avoidable. Part-time Operators must have worked at least 1,000 hours in each Qualifying Fiscal Year in revenue service, and experienced no more than three (3) accidents, none of which can be avoidable.

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

QUALIFYING FISCAL YEAR		ACCIDENT REDUCTION GOALS
1.	July 1, 2004 through June 30, 2005	5%
2.	July 1, 2005 through June 30, 2006	5%
3.	July 1, 2006 through June 30, 2007	5%
4.	July 1, 2007 through June 30, 2008	5%

DIVISION ACCIDENT PREVENTION BONUS

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

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

QUALIFYING FISCAL YEAR		Flynn	Kirkland	Woods	Potrero	Presidio	Green	CableCar
1.	7/1/2004 – 6/30/2005	15%	15%	15%	15%	15%	15%	15%
2.	7/1/2005– 6/30/2006	10%	10%	10%	10%	10%	10%	10%
3.	7/1/2006– 6/30/ 2007	5%	5%	5%	5%	5%	5%	5%

4.	7/1/ 2007– 6/30/ 2008	5%	5%	5%	5%	5%	5%	5%

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 30,2004.

The aforesaid incentive premium shall not be considered as part of an employee's compensation for the purpose of computing retirement benefits

ATTENDANCE INCENTIVE PROGRAMS

PREAMBLE

To encourage all 9163 Transit Operators to maintain excellent attendance, improve performance, and maintain the reliability and availability of transit service, the following attendance incentive program is established.

"EXCELLENT" ATTENDANCE INCENTIVE

If at the end of a Qualifying Calendar Period, as defined below, a full-time Operator has not used more than a total of 40 hours (part-time Operator 20 hours) of sick leave, with or without pay, and/or Disability Leave, and in addition has not been absent from work due to either Absence Without Leave (AWOL), leave without pay, or disciplinary suspension, Operators may "cash out" sick leave hours based on their accrued sick leave balances as shown below:

QUALIFYING BALANCE LEVEL	FULL-TIME "CASH OUT"
100 hours or more sick leave balance:	20 hours
150 hours or more sick leave balance:	30 hours
250 hours or more sick leave balance:	40 hours

QUALIFYING BALANCE LEVEL	PART-TIME "CASH OUT"
50 hours or more sick leave balance:	10 hours
75 hours or more sick leave balance:	15 hours
125 hours or more sick leave balance:	20 hours

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

NOTE: An Operator may "cash out" at only one Qualifying Balance Level during each Qualifying Calendar Period.

All sick leave hours "cashed-out" shall be deducted from an Operator's total sick leave balance.

QUALIFYING CALENDAR PERIOD

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

July 1, 2004 through June 30, 2005
July 1, 2005 through June 30, 2006
July 1, 2006 through June 30, 2007
July 1, 2007 through June 30, 2008

The aforesaid incentive premium shall not be considered as part of an employee's compensation for the purpose of computing retirement benefits

SAFE DRIVER INCENTIVE PILOT TEST PROGRAM

For each calendar month during which a permanent full-time 9163 Transit Operator has driven in revenue service without any "absences" and no "accidents," he/she shall earn a $50.00 Safe Driver Incentive Bonus. (Permanent part-time Transit Operators must have driven in revenue service without any "absences" and no "accidents," to earn a $25.00 Safe Driver Incentive Bonus.)

This Safe Driver Incentive Bonus will be included in a paycheck during the second calendar month immediately following the month in which the incentive bonus was earned. This incentive bonus shall not be considered as part of an employee's compensation for the purpose of computing retirement benefits, and shall be subject to all applicable taxes.

For purposes of this section, "absences" are exclusive of legal holidays, vacations and floating holidays that are approved in advance, and "accidents" include both "avoidable" and "unavoidable" accidents.

The parties have agreed to implement this Safe Driver Incentive Program as a "pilot" initiative to reduce vehicle accidents and improve employee attendance. This program shall remain in effect until June 30, 2005. No later than April 30, 2005, the parties shall meet and evaluate the impact this "test" program has had on reducing vehicle accidents and improving overall Operator attendance. This program may be extended by the mutual written agreement of the parties for the duration of this agreement. If, however, the parties are unable to reach agreement to extend the program, it shall terminate on June 30, 2005. If this program is not extended, Operators shall be paid incentive bonuses for qualifying performance through June 30, 2005. Termination of this pilot program shall not be subject to the grievance procedure.

ARTICLE 37. NEW & EXPANDED TRAINING PROGRAM

445. It is hereby agreed by TWU and MUNI that a new and augmented training program for transit operators will be prepared by the Training Department in consultation with TWU. Training will include, in addition to operating procedures, sensitivity training, training in passenger relations, and training in how to handle potential claims against MUNI. Efforts will be made by TWU and MUNI to recruit senior, experienced operators to fill these important positions. The Director of Transportation recognizes that additional training for supervisors and managers covering the same matters covered in operator training would be beneficial.

446. No operator will be held responsible for failing to do any part of her/his job which is governed by a rule or regulation of MUNI unless the alleged rule/regulation violation has been covered in training or provided to the operator in writing.

ARTICLE 38. ADA (AMERICANS WITH DISABILITIES ACT)

447. The parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the

provisions of Federal, State and local disability anti-discrimination statutes and the Fair Employment and Housing Act. The parties further agree that this Agreement shall be interpreted, administered and applied so as to respect the legal rights of the parties. The MTA reserves the right to take any action necessary to comply therewith.

448. The MTA agrees to provide notice to the Union prior to taking an action required by the provisions of the ADA which is in conflict with the provisions of this MOU, and, to meet and confer with the Union on request.

ARTICLE 39. MULTI-YEAR CONTRACT

449. 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 & RE-OPENER

450. This MOU shall be in effect for the period from July 1, 2004 to and including June 30, 2008.

451. To address the uncertainty of the state budget and the local economic recovery upon the MTA's budget, either party may reopen this agreement to discuss appropriate economic adjustments starting with the second year of this agreement and each succeeding contract year thereafter.

ARTICLE 41. SAVINGS CLAUSE

452. 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 _____ , 2004

MUNICIPAL TRANSPORTATION AGENCY

Michael T. Burns, General Manager

Larry Williams, Deputy General Manager Labor Relations

Vicki Rambo, Senior Departmental Personnel Officer, Labor Relations

TRANSPORT WORKERS UNION, LOCAL 250-A (9163)

William Sisk, President

Rafael Cabrera, Executive Vice President

John Dudley, Secretary-Treasurer

Irwin Lum, First Vice President

APPROVED AS TO FORM
DENNIS HERRERA
CITY ATTORNEY

Deputy City Attorney

TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO,

Larry Martin, International Administrative Vice President

SIGNATURE PAGE

APPENDIX A – PASSENGER SERVICE REPORTS (PSR)

PSR PROCEDURE:

Parties agree to continue to operate under existing procedure (attached herein as reference) for term of agreement. The parties also agree that the Task Force will meet every six (6) months to review the status and progress of the PSR program.
(Attachment B)

PSR CATEGORIES:

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 cell phone 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).

MINOR PSRs:

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

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 Transporation. 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 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.

APPENDIX C - PRIVATIZATION

August 1, 1986 - 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.

APPENDIX D - POTRERO UPPER YARD PARKING

January 20, 1994 - POTRERO UPPER YARD PARKING

1. handicap
2. op of month
3. supt.
4. asst. sup.
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

APPENDIX E - CLASS 2 LICENSE

This section confirms that in the event temporary reassignments are made in accord with the provisions of section 14.5 (3) of this Memorandum of Understanding the following five (5) 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) operators shall receive eight (8) hours pay per day, rather than their run pay. The following are the five (5) individuals who are covered by this agreement.

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

APPENDIX F - EXAMPLES OF SERIOUS ACCIDENTS:

- Any accident that results in a fatality or serious injury
- Accident while using cell phone
- Accident while wearing headphones
- Accidents occurring as a result of violating point on switch operating rules
- Accident caused by disabling a safety device
- Accidents where the operator leaves the scene without authorization
- Accidents involving two MUNI vehicles
- Accidents that disable vehicle and require towing from the scene
- Cable Car accidents resulting from exceeding the cable speed
- Cable Car accidents resulting from leaving the car while in service
- Accidents as a result of the following:
  - Failure to stop at stop sign
  - Failure to stop at red light
  - Failure to stop/school bus
  - Violation of rail signal
  - Failure to yield to pedestrian in cross-walk
  - Failure to yield to emergency vehicle
  - Failure to properly secure vehicle (parked)
  - Driving the wrong way on a one-way street
  - Driving on median or sidewalk
  - Driving under the influence (drugs or alcohol)
  - Failure to set switches (rail) causes de-railment
  - Falling asleep while driving
  - Reading while driving
  - Failure to follow proper procedures when backing up

ATTACHMENT A – Basic Wage Rates 2004-2005

Basic Wage Rates for 2004-2005

San Francisco Charter Section A8.404(b) provides that the base wage rate for Transit Operators shall not be in excess of the average of the two highest wage schedules for comparable jurisdictions. For fiscal years 2004-2005 and 2005-2006, the two highest wage schedules for comparable jurisdictions are projected to be Santa Clara Valley Transportation Authority ("SCVTA") and Massachusetts Bay Transportation Authority ("MBTA").

On August 5, 2003, the Municipal Transportation Agency ("MTA") certified the two highest wage schedules for comparable employees in effect as of July 1, 2003. The SCVTA was one of the two highest comparable transit agencies. At that time, the SCVTA had negotiated a labor agreement with its transit operator union that required an additional 5% wage increase (or $1.26) on February 2, 2004. The increase would have set the hourly wage rate at $26.10 per hour. Based on the recalculated average of the two highest wage schedules, including this scheduled increase, the MTA certified that its transit operator wages would be increased from $24.815 to $25.445 on February 2, 2004. This amounts to a 2.54% wage increase.

On January 8, 2004, the General Manager of the SCVTA notified the SCVTA Board of Directors that the terms and conditions of the transit operators' labor agreement had been amended. The labor agreement was opened up for re-negotiation because of fiscal shortfalls facing the agency. Because the SCVTA re-negotiated its labor agreement, SCVTA transit operators received only a 1.25% wage increase on February 2, 2004, instead of the expected 5% increase.

As a result of SCVTA's re-negotiated labor agreement, the average of the two highest wage schedules for comparable jurisdictions was reduced as follows:

January 31, 2004	$24.97/hour
July 1, 2004	$25.34/hour
September 1, 2004	$25.66/hour
November 1, 2004	$25.825/hour
July 1, 2005	$26.335/hour
November 1, 2005	$26.50/hour

Since January 31, 2004, the base wage rate for Transit Operators has been $25.445/hour. As a result of SCVTA's contract re-negotiations, this base wage rate exceeds the revised "average wage rate" of $24.97/hour for the period January 31, 2004 through June 30, 2004, and will exceed the revised "average wage rate" of $25.34/hour for the period July 1, 2004 through August 31, 2004. On September 1, 2004, the average wage rate of $25.66/hour will exceed the current $25.445/hour wage rate paid to Transit Operators.

ATTACHMENT A

In a letter dated April 13, 2004, the MTA informed the union of the change in the "average wage rate". Based on discussions with the union at that time, the MTA decided not to address the matter and chose to defer further discussions until the FY 2004-2005 contract negotiations. Now, in recognition of the Transport Workers Union, Local 250's request that the MTA not reduce transit operator wages from $25.445 to $25.34 on July 1, 2004, and the MTA's desire to recoup any wage payments in excess of the average wage rate for the period from January 1, 2004 through August 31, 2004, the parties have entered into the following agreement.

Effective immediately, Transit Operators and Trainees shall not receive any further wage increases during the period from January 31, 2004 through April 22, 2005, so that the MTA can recoup the approximate $1,360,847.00 in total excess wage payments made to Transit Operators and Trainees for the period from January 31, 2004 through August 31, 2004. The next wage increase shall become effective on April 23, 2005, based on the "average wage rate" of the two highest comparable jurisdictions then in effect, and shall be paid during the first payroll period following April 22, 2005. Wage increases after April 22, 2005 shall be made according to the provisions of Section 4.1 Basic Wage Rates of this agreement.

ATTACHMENT B - Passenger Service Reports Program

1.0 PURPOSE:

This procedure describes the following functions:

a. Administration and resolution of passenger/client complaints (Passenger Service Reports aka PSR) and commendations related to the provision of transit services to the riding public;

b. Development and implementation of PSR-related, behavior-specific corrective strategies, if required, for affected employees; and

c. Analysis, compilation of PSR data and distribution of PSR data reports.

This SOP also provides an approach for crucial follow-up to the identification and correction of negative employee, work-related behaviors in order to improve morale and, concomitantly, improve service to MUNI riders.

The resolution of PSR complaints at the Division level provides Muni's ridership, employees and management with:

a. Accurate and timely processing of PSRs; (See Appendix A, Letter of Understanding, between TWU, Local 250A and MUNI, PSR Pilot Test Project)

b. Timely recognition of Operators' performance;

c. Optimized utilization of employee referral support services to improve and/or modify employee work-related behavior; and

d. Delimiting use of the disciplinary process, only as a last resort.

2.0 SCOPE:

This procedure applies to all Operations Division and Operations Services employees and managers, including Transit Operators, Division Dispatchers, Line Supervisors, Division Management, Passenger Services Unit staff, Central Control, MRO, MRU, Station Operations, Maintenance Units and any other miscellaneous employees that have public contact.

3.0 RESPONSIBILITIES:

3.1 Passenger Service Report (PSR) Task Force: A joint Labor/Management work group shall convene on a monthly schedule (to be established by this Task Force):

- To insure that procedures are adhered to;
- To further refine the PSR process, if necessary;

- To address appellate issues and remedy complaints related to this Procedure, that cannot be resolved at the Division level.

  (See Appendix B - PSR Task Force Membership.)

3.2 Division Superintendents shall administer resolution of PSR reports received from the PSR Unit and assign duties related to the processing of PSRs, as follows:

- Division Secretary – documentation/filing
- Division Dispatcher – operator identification
- Division Superintendent/Union Representative - action/resolution evaluation

3.3 Customer Services PSR Intake Unit shall:

a) Receive public feedback (phone call, letter/e-mail, and walk-in):

- Conduct interviews
- Codify by criteria
- Do preliminary screening to determine report's validity (See Section 4.1.3)
- Electronically distribute actionable reports to Operating Divisions and/or other MUNI work units.

b) Send customer a written acknowledgement letter.

c) Maintain electronic database records, analyze PSR data, and issue a monthly PSR trend analysis report.

3.4 MUNI Communications shall update "Take One" program inserts, PSR on-bus forms, Car Cards for safety, boarding and line information (including traffic generators, MLPs - maximum load points, delay points, develop a rider rules/regulations brochure, operator regulations, safety precaution, coach information. Informational brochures will be forwarded to the Divisions and to the PSR Unit to distribute to the riding public.

3.5 Division Union Chair shall:

a) Review PSRs with the Division Superintendent;

b) Participate with the Division Superintendent in the determination of any PSR-related action;

c) Represent the Operator to insure that the employee's rights, as determined by the PSR SOP and other relevant employee regulations, rules and/or procedures are not violated.

4.0 PROCEDURE:

4.1 Complaint Intake – Customer Services PSR Unit

ATTACHMENT B

4.1.1 Report Origination: A report (PSR) originates when a passenger (whether intending, alighting or in service) identifies a MUNI vehicle, and/or MUNI employee, involved in a specific incident or occurrence between the passenger, driver, vehicle, and other passengers.

4.1.2 Occurrence: A report is to be specific to a single occurrence and must provide relevant information to allow for investigation and follow-up action.

4.1.3 Criteria: A PSR shall meet established criteria for processing, as noted in the following table:

1.	Date of occurrence	Day, Month, Year
2.	Time	AM, PM
3.	Location	Cross Streets, mid-block, intersection, locale, traffic generators, and addresses, apartment number
4.	Coach Number*	Coach Number, mode
5.	Line	Route Number
6.	Direction	In bound, outbound, cross town, arterial
7.	Operator ID	Employee Badge Number (for Cable Car reports - identify if Conductor or Gripman)
8.	Customer Contact Information and Availability	Required of Customer to insure follow-up for investigation and to provide PSR resolution; includes (1) Name; (2) address, (3) daytime phone number, (4) email address (if available)
9.	Description of the occurrence	Narrative detail that provides a substantive basis for review, including evidence, witnesses, sequence of events, dialogue, etc.
10.	ADA reports	If an incident is ADA-related, then the PSR is processed under the ADA neutral hearing process
11.	Non Operations PSR	Referred directly to the appropriate MUNI department for review and follow-up

a) ADA PSRS: ADA PSRs, in compliance with the Federal government's Americans with Disabilities Act and in accordance with a court-approved settlement agreed upon by MUNI, will be investigated by the Division Superintendent and Union Chair. ADA reports will continue to be resolved utilizing the MUNI Neutral Hearing PSR process. The PSR Task Force will continue to make recommendations to address and effectively handle ADA reports.

ADA Reports:

- Pulling to the Curb/Bus Zone
- Calling out Stops/Major Transfer Points
- Wheel-chair User Pass-up
- Discourtesy – ADA
- Pass-up – ADA
- Kneel the Bus/Lower the Lift
- Service Animals

- Enforcing Priority Seats - ADA

b) Other MUNI Departments PSR Complaints will be addressed by these departments directly. The PSR Unit will determine which department will follow-up on the complaint.

4.1.4 Additional Report Criteria/Process:

a) Report data is submitted by Customer; each incident is recorded as a separate occurrence by the PSR Unit, and is assigned a PSR number for tracking and data analysis.

b) An acknowledgement response letter will provide the Customer with the PSR Number; this number is referred to in the course of the investigation and follow-up and to maintain Customer information confidentiality.

c) The PSR Clerk will inform the Customer that confidential contact information (telephone number, address and/or e-mail address) is required for follow up investigation only.

If the customer cannot provide a telephone number and/or e-mail address, they may provide a mailing address. In this event, follow up contact will be done by the PSR department. The Division Superintendent and/or Union Chair may request and agree on time waivers to allow for follow-up contact. Time extension requests must be in writing and included in the PSR report documentation. (See Appendix A, Letter of Understanding, between TWU, Local 250A and MUNI, PSR Pilot Test Project)

d) A PSR report must provide sufficient information in order to be processed. Reports lacking adequate data will not be processed, and will not be incorporated in the PSR monthly report.

The PSR Unit will attempt to research the report using the provided information and reasonable extrapolation of existing MUNI data, to insure that every attempt to process a report is made. Only in cases where data extrapolation is impossible shall a report not be investigated.

Such reports will be reviewed and compiled by the PSR Unit as 'miscellaneous reports', categorized by complaint type, mode of equipment, service, etc. and forwarded for reference only to the DGM Operations, for information.

Depending on the gravity of the allegation(s), the Customer's inability to provide sufficient information for employee identification shall not automatically deem the report as having no merit. Other data may be utilized to determine employee identification, including line, time, location, mode and direction.

4.15 Written Acknowledgements:

The PSR Unit will provide a letter of acknowledgement to all Customers, regardless of whether a report will be processed as a PSR or not.

If the report data is insufficient or inconclusive, then the letter of acknowledgement shall state why the report cannot be processed (e.g. due to lack of sufficient information required to make a positive identification).

If, after the PSR Unit's preliminary screening of the report, there is no specific violation of a MUNI rule or procedure due to the Customer's lack of information about MUNI's rules, regulations and practices then:

a) The PSR Unit shall not send such reports to the Operating Divisions for processing; and

b) The PSR Unit will provide a written response to the Customer explaining why the report cannot be processed. Copies of any MUNI rules and regulations that clarify such instances will be included in the response.

4.1.6 Additional Criteria:

a) Anonymous reports will not be forwarded to the Operating Division or counted against any employee or Division. The Customer will be informed by the PSR Unit that the report cannot be formally processed.

b) Third party reports that are not supported by a first party report will be dismissed and not be counted against any employee or Operating Division. (A third party report that supports a first party report will be used as a "witness only" report and will not be counted as a separate occurrence against an employee.)

c) Reports of a sensitive nature, requiring confidentiality (e.g. criminal or illegal allegations against an Operator, or MUNI employee) will be forwarded directly to the Deputy Executive Director and/or Security and/or Street Supervision for immediate response and follow-up that may be deemed appropriate.

If after completing the investigation, the allegations are sustained, all related reports and information will be forwarded to the Operating Division for disciplinary action. If the investigation does not support the allegations, it will not be forwarded to the Division, or tallied as a 'miscellaneous report'.

d) Reports that allege injury or loss of personal property will be referred to the Claims department and will be noted as such in the acknowledgement letter.

e) Reports that allege contact between a MUNI vehicle and other property will be referred to the Claims department. It will be investigated by the Division Superintendent and processed according to MUNI's Accident Policy, following the provisions set forth in the MOU.

f) If merit is given to the accident and the Operator charged with an "avoidable" accident, it may be appealed to the Accident Review Board, ARB. If upheld, it will

be processed according to Section 23.6 – Accidents, Memorandum of Understanding, TWU Local 250-A, and become a part of an Operator's performance record.

4.1.7 Data Reports: The PSR Unit shall prepare monthly PSR data reports, by complaint category and vehicle mode, to provide statistics on system performance.

Analysis of data by different record fields, eg. Vehicle mode, route/line, occurrence time, occurrence location, operators and equipment type, etc., shall be included as an addendum to the Monthly Report.

Monthly PSR Data Analysis Reports shall be distributed to each Division Superintendent, SOM Service Operations, Schedules and Division Union Chair.

4.1.8 Electronic Transmittal of PSRs: The PSR Unit, upon completion of intake and determination of report viability (no disqualifying elements), will electronically transmit the PSR report to the respective Operating Division for investigation and resolution, with a cc transmittal cover to the Operations Division SOM. The PSR Unit shall keep file copies of all PSR reports.

4.2 Division PSR Procedures:
(See Appendix A, Letter of Understanding, between TWU, Local 250A and MUNI, PSR Pilot Test Project)

4.2.1 PSR report electronically transmitted to the Operating Division:

a) Logged in by Division Secretary
b) Division Dispatcher identifies Operator based on information provided by complainant
c) Returned to Division Superintendent/Union Chair for follow-up
d) Division Secretary prepares appropriate documents

4.2.2 PSR Report Resolutions:

The Division Superintendent and the Union Chair shall review reports at least three times a week. Each report will be evaluated for merit and any alleged violations of MUNI rules and procedures.

Once evaluated, PSRs shall be classified by the following dispositions:

DISPOSITION	EXPLANATION:
Dismissed/No Merit	If data is insufficient or incorrect, then the PSR shall be Dismissed/No Merit. The PSR report will then be categorized as Miscellaneous, for statistical purposes, with no further action required.
No Action/ Possible Merit	These reports may have possible merit, but no further action will be taken due to the employee's satisfactory prior performance record. These reports shall be administered as follows: - Mark report "No discipline – hold" and date - Place in the employee file for 6 months, to establish rolling timeline

	-Purge the report from the file after 6 months, if no further PSRs are received - Use report for reference only (no discipline proceedings)

ATTACHMENT B

DISPOSITION	EXPLANATION:
Action Taken/ Repeated Reports:	Criteria: Similar complaints received as noted in above category, No Action/Possible Merit Multiple PSR complaints (not necessarily similar) received Occurred within six (6) months of No Action reports Number of reports: Minimum 3, Maximum 5 Action: - Compile package of all previous filed complaints - Review Operator's overall performance - Conduct an investigation and document findings (Union Chair and Division Superintendent) - Contact Customer for clarification, and as part of the investigation process (Union Chair and Division Superintendent) - Review documentation for valid or invalid resolution (Union Chair and Division Superintendent) - If a more extensive investigation is required to evaluate the PSR's validity, the Division Superintendent and/or Union Chair may request and agree on time waivers. Time extension requests must be in writing and included in the PSR report documentation. (See Appendix A, Letter of Understanding, between TWU, Local 250A and MUNI, PSR Pilot Test Project) - Determine appropriate pre-disciplinary action to effect employee performance correction, Referral to employee support services and/or Re-training (Union Chair and Division Superintendent) - Schedule a meeting with Operator, Division Superintendent and Union Chair, by appointment, to discuss the report. The Union Chair shall insure that the Operator attends meeting at scheduled time. - Develop or modify recommendations in post employee conference follow-up (Division Superintendent and Union Chair) - File compiled PSR report documentation and recommendations for 12 months. - Review file, if additional complaints occur within 12 months subsequent to employee participation in employee referral support services, and impose progressive discipline, if warranted - Purge documentation if there are no repeated offenses within 12 months - If discipline becomes necessary due to repeated With Merit complaints, all documentations and materials may be included in the Skelly process (noting that opportunities were afforded the Operator to correct the problem) - Effect all provisions for the Discipline and Grievance process, based on the decision to impose discipline (per MOU. (For further information review document listed in Section 7. Reference 1) - If a report is received that is serious in nature, and/or has been processed and investigated either previously by Operations or other Muni

	divisions, and has been noted as Actionable/With Merit, then discipline may be imposed in accordance with the Discipline and Grievance processes as described in the MOU.

Employee Conference Process

a) Division Superintendent and Union Chair will determine which course of action would be appropriate to support correction of identified problem.

b) An appointment will be scheduled and the Operator and Union will receive notification of the appointment.

c) The PSR documentation shall be presented to the Operator at this meeting. The Operator shall have an opportunity to respond.

d) Operator will be informed at the meeting of the course of action. This will be mandatory attendance to a support service, non disciplinary, required.

4.2.3 Reportee Acknowledgement: All PSR's will be acknowledged as being received and processed by the PSR Unit with a written response (mail or e-mail) to the complainant.

Division Superintendent and Union Chair, as part of the PSR investigation process, will contact Complainant by telephone to get further clarification and provide assurance to Complainant that report is being handled appropriately; telephone interview will be audio-taped to preserve testimony. If no telephone numbers are provided, response will be by mail or e-mail.

4.2.4 Required Labor-Management Review: Division Superintendent and Division Chair to schedule an appointment to review all PSRs at least 3 times a week. Each will be held accountable for this commitment; a complaint can be made to the Task Force, by either party, to reinforce need for compliance.

4.2.5 Progressive Discipline: If discipline is to be imposed as the outcome of a PSR, the employee can grieve the imposition of the discipline at Steps 1,2,3, or 4 before the discipline is imposed or may be dismissed.

The 2000 – 2004 MOU between the San Francisco Municipal Transportation Agency and Union Local TWU 250-A, Article 23 – Discipline and Article 27 – Grievance Procedure, set forth the guidelines for progressive discipline and the grievance procedure.

The employee and Union, can be satisfied in requesting the complainant be present, should a Grievance be taken to Step 3 or Step 4 if the Hearing Officer deems it necessary. It is the intent of this process to eliminate the need for the complainant's presence and that the taped interview conducted by the Division Superintendent and Division Chair, as well as their documentation of the interview, will satisfy the need for testimony by the complainant.

4.2.6 Appellate Procedures and PSR Task Force: Should a Superintendent or Union representative not adhere to a part of the process, or fail to meet (as agreed and required), either party may file a complaint with the PSR Task Force. The complaint must contain detailed information on the non-compliance, attempt(s) to address the concern, response (or lack of response), result(s) and any effect on determination of a complaint and/or employee.

The PSR Task Force will review and investigate the complaint. The Task Force will make recommendations to rectify the complaint, including the recommendation to take corrective action against the party failing to comply with agreed-upon process.

The PSR Task Force will follow-up to ensure corrective action was imposed by the governing body of the offender and that future actions are monitored to guarantee compliance with the process.

Repeated complaints will be considered in the assessment of Division Superintendent's or Union representative's performance.

5.0 DEFINITIONS:

PSR — Passenger Service Report, complaint or commendation report filed by Customer regarding employee performance.
Customer — The filer of the PSR report
Sensitive and or Serious Report — Any report of a Sensitive and/or Serious nature will be forwarded to MUNI General Manager for investigation and directed to appropriate department for follow-up and investigation.
Division Superintendent — Party responsible, in conjunction with Union Chair, for the investigation and resolution of PSR. Responsible for administration of discipline as deemed appropriate.
Union Chair — Party responsible, in conjunction with Division Superintendent, for the investigation and resolution of PSR.
PSR Intake Unit — Files, screens and distributes PSR report received from Complainant.
Skelly – Is a required first formal step in disciplinary proceeding, where the subject to be disciplined is notified of the charges and related background, and is informed that disciplinary action may ensue.

6.0 RECORDS:

See Section 4.1 for general record keeping discussion and 4.1.7 specifically regarding Intake Unit record retention. Section 4.2 discusses the record retention at the Division level, which varies based on PSR disposition criteria.

7.0 APPENDICES:

Reference 1:	MOU - San Francisco Municipal Transportation Agency and Transport Workers Union Local 250-A, signed November 2000, in effect July 1, 2000 – June 30, 2004.
Appendix A:	Letter of Understanding, between TWU, Local 250A and MUNI, PSR

	Pilot Test Project
Appendix B:	PSR Task Force
Appendix C:	PSR Task Force Draft Policy Guidelines

8.0 TRAINING REQUIREMENTS:

A Training Program for all involved in the administration of the procedure is now under development by the Training Department and the Task Force. This SOP will be revised subsequently, upon completion of that training program development.

9.0 SUMMARY OF CHANGES:

Revision #1 (a) reformats the previous SOP into the adopted configuration control format; (b) incorporates significant , fundamental changes in the manner and spirit in which PSRs are handled (see Appendix C – PSR Task Force Draft Policy Guidelines).

APPROVAL INFORMATION:

Prepared by	Reviewed by	Approved by
M. Williams, PS TM2 M. Travis-Allen, TM2 Ops	J. Kelly, SOM Ops Services L. Williams, Labor Relations E. Jones, SOM Ops	RPC 6/2/03 CCB NA

ATTACHMENT B

APPENDIX A – Side Letter
May 2, 2003

LETTER OF UNDERSTANDING
Between
Transport Workers Union, Local 250A(9163)
and
MUNI

PSR PILOT TEST PROJECT:
Section 23.4(k) Passenger Service (PSRs) of the July 1, 2000-June 30, 2004 MOU between the parties provides the following:

> "MUNI agrees to establish a Joint Union/Management Task Force to review and evaluate the fairness and efficiency of the PSR Process. The Task Force shall prepare a report of its findings and recommendations within 90 days after the Task Force is formed." (Emphasis added)

The PSR Task Force has completed its findings and recommendations. (See attached Task Force Report dated October 16, 2002). The parties now desire to implement a "Pilot Test Project" to better evaluate the "fairness and efficiency" of the Task Force's recommended changes in process.

Implementation of the recommended PSR Process will require deviation from several of the procedures contained in the parties July 1, 2000-June 30, 2004 MOU, and Operations Bulletin No. 00-052, dated procedural changes in the Task Force's Report shall be followed in lieu of the following specific provisions of the MOU and Operations Bulletin as outlined below.

Article 23 – Discipline, Section 23.4(a) through (j) Passenger Service Reports (PSRs),
Appendix A – Passenger Service Reports (PSR) Categories, and
Operations Bulletin No. 00-052, dated April 17, 2000:

> "PSR's shall not be classified as major or minor but instead will be processed in accordance with the standards and criteria included in the PSR Task Force Report, dated October 16, 2002."

Article 27 – Grievance Procedure, (c) Time Limits and Extensions:

> For PSR originated investigations only:
> "Requests to extend timelines may be agreed upon by the Division Superintendent and Union Division Chairperson. However, any time extension must be in writing for a time period certain, and must accompany any documentation of the PSR."

Except for the above noted modifications all other provisions of the parties July 1,2000-June 30, 2004 MOU shall be followed.

TERM OF THE PILOT PROJECT:

This PSR Pilot Test Project shall commence upon execution of this Letter of Understanding and terminate on June 30, 2004 if not sooner terminated as provided for below.

ATTACHMENT B

TERMINATION:

Either party, upon 30 days written notice to the other party, may terminate this Letter of Understanding. Termination of this agreement shall not be subject to the grievance procedure.

In the event this agreement is terminated, prior to its expiration, the exceptions to Articles 23, 27, Appendix A and Operations Bulletin No. 00-052 as noted above shall be immediately rescinded, and all provisions of Articles 23, 27 and Appendix A as contained in the parties July 1, 2000-June 30, 2004 MOU and Operations Bulletin No. 00-052 shall again apply.

No other exceptions to the parties July 1, 2000-June 30, 2004 MOU, other than those noted above, shall apply during the term of this Pilot Test Project.

Fred Stephens, (signature copy on file with Configuration Control)

William Sisk (signature copy on file with Configuration Control)

Fred Stephens *(signature copy on file with Configuration Control)*	William Sisk *(signature copy on file with Configuration Control)*
For MUNI	For TWU
5/2/03	5/2/03
Date	Date

APPENDIX B - PSR TASK FORCE

The (current) Task Force is composed of three MUNI Managers and three 9163 Transit Operators, as follows:

Algerine Clayton	Potrero Division Trolley Operator
Irwin Lum	Kirkland Division Motor Coach Operator and Division TWU 250-A Chairperson
Felton Peterson	Presidio Division Trolley Operator and Safety Representative
Michael Hursh	Maintenance Acting Deputy General Manager
Mary Travis-Allen	Presidio Division Operations Superintendent
Maria Williams	Manager MUNI Passenger Service Department

ATTACHMENT B

APPENDIX C - PSR TASK FORCE DRAFT POLICY GUIDELINES

1.	Improve quality of service and customer satisfaction.
2.	Resolve complaints at the Division Level, in a timely and appropriate way.
3.	Acknowledge commendations in a timelier manner, and celebrate accomplishments of the Division.
4.	Form a cooperative working relationship between the Union representative and Division Manager.
5.	Identify and work with employees who have performance and/or personal problems that may be negatively impacting their employment.
6.	Identify and provide appropriate referral services for employees.
7.	Educate the public on safety practices and schedule information.
8.	Reduce the number of hearings.
9.	Keep employees working.
10.	Improve morale.
11.	Reduce the number of Passenger Complaints.
12.	Provide safety education to passengers in content of response letters.
13.	Capture data by creating a wider range of categories to identify and categorize complaints. (To include breakdown of categories of anonymous complaints by equipment, service, etc.)
14.	Maintain a central database of all PSRs, including resolutions.
15.	Create easier reporting for the customer including submenu on the 673-MUNI and/or MUNI website link. Instructions and information on PSR process to be provided.
16.	Acknowledgment of PSR. Response originated by PSR Unit, including summary, PSR number.
17.	Provide complainant with response from Division, (telephone follow-up).
18.	Electronic notification to Division.
19.	Track and refer to complaints by PSR numbers, (given by the PSR Dept. at intake), only at Division level to protect the identity of the complainant. (Identification information to remain at PSR Dept.)
20.	Create accountability, by Union and Management, for adherence to process.
21.	Educate the Division Superintendent and Division Chair on how to conduct an investigation.
22.	Educate the Division Superintendent and Division Chair on how to interview a complainant, by telephone, to gain information solely based on the complaint.
23.	Provide quarterly report to account and report progress of new PSR process. (May be incorporated into service standards report on PSR reduction.)