



We are excited to announce that our SEIU 1021 San Francisco MTA Service Critical bargaining team has reached a tentative agreement (TA) with SFMTA!

Our TA includes significant progress on the priorities identified by members and will help recruit and retain staff to strengthen our public services. During our campaign, we took action in the streets, in our worksites, and at the bargaining table to win a historic investment in public services and the workers who provide them. This agreement would not have been possible without participation from our members and cooperation with other unions across the city.

Below, you will find a summary of the victories we secured in our new tentative agreement. Following the summary, you will find the full, detailed language of each new agreement.

Tentative Agreement Summary

Here's what we won: 2-year agreement, expires June 30, 2024

1. A historic 10% wage increase over 2 years. This is the highest wage increase in the last 18 years. and would not have been possible without solidarity and cooperation across San Francisco's other public sector unions.
 - Year 1: 5.25% on July 1, 2022
 - Year 2: 2.50% on July 1, 2023* and 2.25%* in Jan. 2024 (*6 month offramp in case of \$300+ mil deficit)
 - Due to positive pension fund results, employee contribution to the pension will be reduced by around 1%, resulting in an additional appx. 1% wage increase (actual increase will vary)

2. FMLA appeals process that allows employees to file an EEO complaint and/or grievance.
3. Side letter of agreement for JLMC to address new job scopes
4. Adding Juneteenth (6/19) and Indigenous Peoples' Day holidays to the contract.
5. Expanding provisions for DSW training, notices, and assignments.
6. Adds language saying that SFMTA shall not discontinue union memberships without notice from the union.
7. Important revisions for 9102 Transit Car Cleaner and 9104 TCC Assistant Supervisor uniforms and equipment.
8. Increases resources and access for workforce development and establishes an Equitable Workplace Committee.
9. Sets a timeline for assault prevention & harm reduction committee to meet upon ratification.
10. 8214 and 8216 of the Month recognition allowance increase to \$400 for those meeting the criteria* and \$250 for the runner-up. *(criteria will be developed jointly with the Union upon ratification)
11. 1937 Supervising Parts Store Storekeeper equity adjustment.
12. New section establishing uniform and equipment specifications to benefit 9110, 9116 and 9117 Revenue class series
13. Language improvements benefitting Revenue Division members in their requests for time off and approval notifications, including notifications to the stewards.
14. Establishes an SFMTA Operating Budget JLMC to seek additional stimulus funding sources.
15. Increase in covered stations for opening and closing premium and establishment of a Forrest Hill parking location for 9131 Station Agents.
16. Improvements in assault reporting and notices. Establishes a meeting with management to create updated forms.
17. Increasing commitment to providing restrooms & breakrooms.

18. Lead person premium pay increase from \$10 to \$15.
19. Attendance bonus improvements for PCOs and Sr. PCOs.
20. If financials in the March 2023 joint report are not projected to be in deficit, then the 8214 & 8216 Fixed Post Pay will change from a 7.5% premium when assigned to the duty to a 3% increase to the base rate of pay for engaging in intersection/traffic control. The 7.5% premium stays in effect until the change.
21. 1% base wage equity adjustment to 9102, 9104, 9110, 9116, 9117, 9126, 9128 and 9131 in lieu of weekend premium.
22. 8214 and 8216 classifications receive a 2% base wage increase for step 7 effective 7/1/2023.
23. Improvements on language for reasonable accommodations to clarify timelines and process in the MOU.
24. Increases tuition reimbursement investment and utilization amount while also increasing aid to applicants.
25. Improvements on MOU language for TEX employee pathways to PSC positions.
26. Side letter agreement on improving workforce development and career ladders.
27. Establishes timeline for the Occupational Health & Safety Committee LMC to meet in 2022.
28. Establishes a compensation class study committee for 8214, 8216, 9110, 9116 and 9104 classifications for 2024 bargaining.

Full contract language begins on the next page



TA MTAP 001 – Election of Remedies No Discrimination

Date: 3/31/22

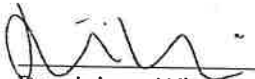
TENTATIVE AGREEMENT

ARTICLE II – EMPLOYMENT CONDITIONS

A. NO DISCRIMINATION

~~63. This section is not intended to affect the right of any employee to elect any applicable administrative remedy for discrimination proscribed herein. In the event more than one administrative remedy is offered by the SFMTA, the Union and the employee shall elect only one. The election is irrevocable. It is understood that this paragraph shall not foreclose the election by an affected employee of any administrative or statutory remedy provided by law.~~

FOR THE SFMTA



Dominique Windberg
Chief Negotiator
SFMTA

3/31/22
Date

FOR THE UNION



Katharine McDonagh
Chief Negotiator
SEIU, Local 1021 Service Critical


3/31/2022
Date



Trevor Adams
Chapter President, PCOs

3/31/22

APPROVED AS TO FORM



Erik Rapoport
Deputy City Attorney

4/10/22
Date



TA MTAP 002 – Election of Remedies Family Medical Leave

Date: 3/31/22

TENTATIVE AGREEMENT

ARTICLE VII – LEAVES OF ABSENCE & RETURN TO DUTY

C. FAMILY MEDICAL LEAVE

600. The parties acknowledge the obligation of the SFMTA to enforce the rules and regulations set forth in the Family Medical Leave Act and the California Family Rights Act. An employee may contest a FMLA decision through an EEO complaint and/or through the grievance process. ~~The Union and the employee shall elect only one of these options. The election is irrevocable.~~

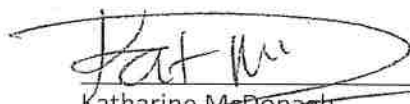
FOR THE SFMTA



Dominique Windberg
Chief Negotiator
SFMTA

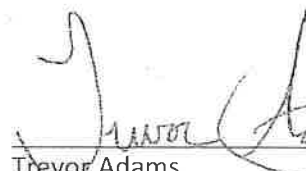
3/31/22
Date

FOR THE UNION



Katharine McDonagh
Chief Negotiator
SEIU, Local 1021 Service Critical

3/31/22
Date



Trevor Adams
Chapter President, PCOs

3/31/22

APPROVED AS TO FORM



Erik Rapoport
Deputy City Attorney

4/10/22
Date

italics = moved existing language

bold, double underline = new language

~~struck out, italics~~ = existing language prior section ~~struck out~~ = removed language



TA – Union Counter to MTA 10 – Recognition of 9166 Transit Ambassador

Date: 4/18/22

This Tentative Agreement is entered into with the understanding that it will only become effective and is contingent upon the parties reaching agreement on outstanding issues on or before April 18, 2022.

TENTATIVE AGREEMENT

SFMTA and SEIU Local 1021
Side Letter

Joint Labor Management Committee to Address Transit Ambassador Series Issues

The parties recognize there are a variety of issues related to the employment of 9910 Public Service Aide, 9166 Transit Ambassador and 9167 Transit Ambassador Supervisor employees that are of mutual interest to both the Union and SFMTA.

In order to address these issues, the parties agree to convene a joint committee with no more than five (5) members each from the Union and SFMTA. For the life of the 2022-2024 Memorandum of Understanding, the parties shall convene meetings every other month beginning on or about August 1, 2022, but not later than October 1, 2022. Any violation of the dates to convene the committee shall be subject to the grievance procedure. Paid release time shall be provided to the SFMTA employees who participate in the joint committee on behalf of the Union.

The duties of the joint committee include, but are not limited to, the following:

Exploring revisions to the 9166 Transit Ambassador job description, and if a revised job description is mutually agreed upon, jointly recommending it to the Civil Service Commission;

Establishing time limits for employment in the 9910 Public Service Aide and 9166 Transit Ambassador classifications;

Defining the next steps for 9910 Public Service Aides and 9166 Transit Ambassadors after their term of employment ends, including the identification of a career path for 9910 Public Service Aides and 9166 Transit Ambassadors;

Identifying classes for which 9910 Public Service Aides and 9166 Transit Ambassadors experience is a sufficient minimum qualification;

<i>italics</i> = moved existing language	<u>bold, double underline</u> = new language
struck out, italics = existing language prior section struck out	= removed language



SFMTA NEGOTIATIONS 2022

SEIU, Local 1021 Service Critical

Reviewing the hiring processes for 9910 Public Service Aides and 9166 Transit Ambassadors with the aim of minimizing or eliminating patronage, nepotism, or any other forms of unfair influence;

Ensuring that information and advice regarding career advancement requirements and opportunities are available to all members of the 9910 Public Service Aides and 9166 Transit Ambassadors classifications; and

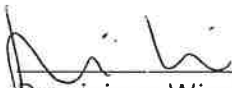
Ensuring that "wraparound" services needed, if any, by 9910 Public Service Aides and 9166 Transit Ambassadors employees are available during their term of employment, so that they are provided all necessary support.

If SFMTA creates a new classification during the life of this agreement that it believes should be allocated to the SEIU Local 1021 Service Critical bargaining unit, the parties shall utilize this same committee to address the new classification.

Nothing in this agreement is intended to waive or substitute for the rights of the parties under the Meyers-Milias-Brown Act. The joint committee does not replace the meet and confer process.

[Apply the Sheriff's Cadet pay scale to the Transit Ambassadors]

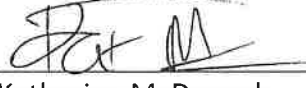
FOR THE SFMTA



Dominique Windberg
Chief Negotiator
SFMTA

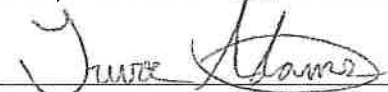
4/18/22
Date

FOR THE UNION



Katharine McDonagh
Chief Negotiator
SEIU, Local 1021 Service Critical

4/18/22
Date



Trevor Adams
Chapter President, PCOs

4-18-22
Date

APPROVED AS TO FORM



Erik Rapoport
Deputy City Attorney

4/18/22
Date

italics = moved existing language

bold, double underline = new language

~~struck-out, italics~~ = existing language prior section struck-out = removed language



TA UP 07 – HOLIDAYS

Date: April 6, 2022

This Tentative Agreement is entered into with the understanding that it will only become effective and is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

TENTATIVE AGREEMENT

Article III, Section F. HOLIDAY

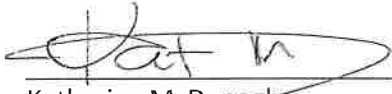
273. January 1; the day designated for observation of Martin Luther King, Jr.'s Birthday; the third Monday in February (Presidents' Birthday); the last Monday in May; June 19 (Juneteenth); July 4; first Monday in September (Labor Day); the second Monday in October (~~Columbus Day~~ Indigenous Peoples' Day); Veterans Day November 11; Thanksgiving Day; the Day After Thanksgiving; December 25; and any day declared to be a holiday by proclamation of the Mayor, after such day has been declared a holiday by the Governor of the State of California or the President of the United States. Provided, if January 1, June 19, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.

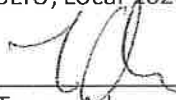
FOR THE SFMTA



Dominique Windberg
Chief Negotiator
SFMTA
4/6/22
Date

FOR THE UNION



Katharine McDonagh
Chief Negotiator
SEIU, Local 1021 Service Critical
4/6/22
Date


Trevor Adams
Chapter President, PCOs
4.6.22
Date

APPROVED AS TO FORM



Erik Rapoport
Deputy City Attorney
4/10/22
Date

italics = moved existing language

bold, double underline = new language

~~struck out, italics~~ = existing language prior section ~~struck out~~ = removed language



TA SFMTA Counter 002 re UP 10 - DSW

Date: 4/14/22

This Tentative Agreement is entered into with the understanding that it will only become effective and is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

TENTATIVE AGREEMENT

Article II, Section U. DISASTER SERVICE WORKERS

183. All SFMTA employees are designated Disaster Service Workers (**DSW**), in accordance with California Government Code 3100-3109. The SFMTA agrees to meet and confer on the impact on any plan it adopts that assigns particular responsibilities to employees covered by this Agreement. To the extent required by local, state and federal law, the SFMTA will make reasonable accommodation for employees with disabilities.

NEW SECTIONS

A. By January 1, 2024, the SFMTA shall adopt a disaster staffing plan outlining the SFMTA DSW program, identifying examples of the duties and responsibilities that employees may have during a disaster, employee safety, and training requirements. The SFMTA will meet with the Union over the disaster plan as required under Paragraph 183 above.

B. The SFMTA shall provide annual training to all employees regarding SFMTA DSW duties and responsibilities during a disaster.

C. The SFMTA shall make best efforts to prevent probationary employees from being given DSW assignments. Service as a DSW shall not result in an extension of probation unless it is in accordance with Article II, Section B.

D. The SFMTA shall notify the Union and employees of how to contact the City command center to address issues, complaints, and concerns regarding DSW assignments, including scheduling.

E. The SFMTA shall make best efforts to provide advance notice of changes to the schedule or location of DSW assignments.

F. Employees asked to provide bilingual services who are not already certified will be scheduled for an exam as quickly as possible. While the exam is pending, these employees shall receive bilingual pay upon certification by the employee, the employee's department and

italics = moved existing language

struck-out, italics = existing language prior section ~~struck-out~~ = removed language

bold, double underline = new language

the employee's DSW department, that the employee is providing bilingual services necessary to the disaster response. Upon returning to their original duties, employees will no longer be eligible for such bilingual pay, unless they qualify for bilingual pay under paragraph 224.

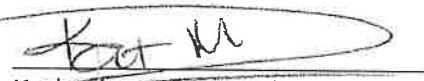
G. Service as a DSW may be considered as a positive factor in promotional applications.

FOR THE SFMTA

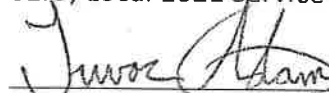

Dominique Windberg
Chief Negotiator
SFMTA

4/14/22
Date

FOR THE UNION

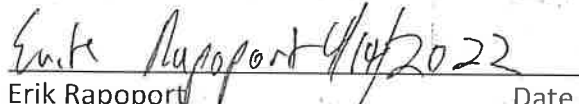

Katharine McDonagh
Chief Negotiator
SEIU, Local 1021 Service Critical

4/14/22
Date


Trevor Adams
Chapter President, PCOs

4-14-22
Date

APPROVED AS TO FORM:


Erik Rapoport
Deputy City Attorney

Date,



TA UP 12 – Union Dues Deductions

Date: 4/14/22

This Tentative Agreement is entered into with the understanding that it will only become effective and is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.


TENTATIVE AGREEMENT

Article I, Section F. UNION SECURITY


Payroll Deductions

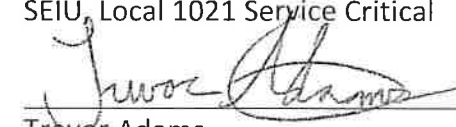
17. Each pay period, the Controller shall make membership fee deductions from the regular periodic payroll warrant of each employee who is a Union member. In order for the Controller to deduct membership dues, the Union must certify to the City/SFMTA, in accordance with procedures established by the Controller's Office in effect as of April 29, 2019, that the Union has and will maintain authorizations for the dues deductions, signed by the employees from whose salary or wages the City/SFMTA will make the dues deductions. The City/SFMTA shall not discontinue deductions without notice from the Union.

FOR THE SFMTA


 4/14/22
Date
Dominique Windberg
Chief Negotiator
SFMTA

FOR THE UNION

 4/14/22
Date
Katharine McDonagh
Chief Negotiator
SEIU, Local 1021 Service Critical

 4.14.22
Date
Trevor Adams
Chapter President, PCOs

APPROVED AS TO FORM

 4/14/22
Date
Erik Rapoport
Deputy City Attorney

italics = moved existing language**bold, double underline** = new language~~struck out, italics~~ = existing language prior section ~~struck out~~ = removed language



TA – MTA Counter 4 to UP 13 – Transit Car Cleaner Uniforms

Date: 4/18/22

This Tentative Agreement is entered into with the understanding that it will only become effective and is contingent upon the parties reaching agreement on outstanding issues on or before April 18, 2022.

TENTATIVE AGREEMENT

Article II, Section Q. UNIFORMS AND EQUIPMENT

Uniforms for 9102 Transit Car Cleaner and 9104 Transit Car Cleaner Assistant Supervisor 176. The department shall provide Transit Car Cleaners with the following:

- a. protective coveralls for classifications 9102 and 9104. Each worker shall be provided with seven (7) pairs of coveralls and three (3) coveralls per week shall be laundered by the department. Employees may elect to receive shirts and pants in lieu of coveralls. The cost of these items shall not exceed the cost of coveralls. Each worker shall be provided with ~~the one (1) pair of safety shoes, and one (1) pair of insoles if prescribed by the employee's physician, every twelve (12) months, which employees are required to wear regularly while on duty.~~
- b. prescription safety glasses in accordance with the SFMTA eye protection program SOP, at a cost not to exceed \$150 per employee.

SFMTA shall provide an annual cash allowance of two hundred fifty dollars (\$250.00) toward the cost of acquiring SFMTA-approved waterproof safety shoes, which employees are required to wear while on duty. SFMTA shall provide the cash allowance during January of each year. For 9102 and 9104 employees hired after the provision of the January cash allowance, arrangements will be made to provide a cash allowance or voucher for the acquisition of SFMTA-approved waterproof safety shoes. It is understood that if the safety shoes should become worn out or unserviceable, they shall be replaced as soon as possible.

New Section. Foul and Inclement Weather Gear

Each worker shall be provided every twelve (12) months one (1) insulated coveralls, one (1) set of rain gear (safety reflective jacket and pants), and two (2) safety reflective sweaters. Rubber rain boots will be provided upon request.

Italics = moved existing language

bold, double underline = new language

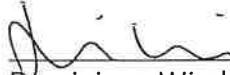
~~struck out, italics~~ = existing language prior section struck out = removed language



SFMTA NEGOTIATIONS 2022

SEIU, Local 1021 Service Critical

FOR THE SFMTA

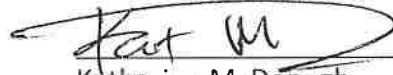


Dominique Windberg
Chief Negotiator
SFMTA

Date

4/18/22


FOR THE UNION



Katharine McDonagh
Chief Negotiator
SEIU, Local 1021 Service Critical

Date

4/18/22



Trevor Adams
Chapter President, PCOs

Date

4.18.22

APPROVED AS TO FORM



Erik Rapoport
Deputy City Attorney

Date

4/18/22



TA UP Counter 2 to UP 16 – Diversity, Fairness and Inclusivity

Date: 4/15/22

This Tentative Agreement is entered into with the understanding that it will only become effective and is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

TENTATIVE AGREEMENT

Committee on Diversity, Fairness, and Inclusion Equitable Workplace Committee

72. The SFMTA and the Union are committed to ensuring an equitable, diverse, equitable, and inclusive SFMTA workforce. For the term of this Agreement ~~July 1, 2019 – June 30~~, there shall be an Equitable Workplace Committee ~~Committee on Diversity, Equity, and Inclusion~~ established to ~~discuss issues in the workplace for SFMTA employees represented by the Union related to diversity and an equitable and inclusive SFMTA workplace~~ explore opportunities to increase equitable outcomes for Union bargaining unit members. ~~The parties shall make reasonable efforts to hold t~~The Committee's first meeting shall take place no~~not~~ later than October August 1, ~~2019~~2022.

73. The Equitable Workplace Committee ~~Committee on Diversity, Equity, and Inclusion~~ shall meet not less than quarterly for up to an hour ~~every two months~~, except by mutual agreement, to discuss:

a. Issues related to equitable experiences, training needs, recruitment, retention, and promotional opportunities in the workplace for SFMTA employees represented by the Union; and

b. Increasing access to training and workforce development resources provided by the SFMTA Office of Racial Equity and Belonging, and the SFMTA Human Resources Department.

~~discuss issues related to training needs, recruitment, retention, and promotional opportunities, such as potential barriers in employment for SFMTA employees represented by the Union. The SFMTA shall release up to a maximum of six (6) Union members to participate in the~~ Equitable Workplace Committee~~Committee on Diversity, Equity and Inclusion.~~

74. The SFMTA shall make reasonable efforts to ensure the following: Beginning July 1, 2022, and annually thereafter, the SFMTA shall ensure that:
- a. All supervisors covered by this Agreement shall be provided and complete the City's online implicit bias training in addition to equity training provided by the SFMTA Office of Racial Equity and Belonging. ~~prior to June 30, 2022.~~
 - b. In accordance with Executive Directive 18-02, all employees covered by this Agreement who participate on hiring panels must ~~take~~ complete the City's "Fairness in Hiring" online training annually.
 - c. All supervisory employees covered by this Agreement shall complete ~~be provided~~ the City's Sexual Harassment Prevention Training once every two years.
75. SFMTA understands that the City's Department of Human Resources ("DHR") is preparing a checklist and supplemental training on disciplinary principles for all departments, to ensure greater consistency and fairness in discipline. SFMTA Human Resources Department agrees to provide the Union with those materials when it receives them from DHR, and will provide quarterly updates to the Union when received.
76. The SFMTA ~~City~~ shall make available on its website annual reports on discipline, probationary releases, and Performance Improvement Plans prepared pursuant to the Mayor's Executive Directive 18-02 – Ensuring a Diverse, Fair, and Inclusive City Workforce. Upon request of the Union, and mutual agreement of the parties, the SFMTA ~~City~~ shall provide additional reports on workforce demographics for employees represented by the Union, to the extent such reports do not violate employee privacy.

New Section:**Diversity, Fairness, and Inclusivity Communication**


Annually, SFMTA Office of Racial Equity and Belonging and SFMTA Human Resources Department shall meet with the Union to discuss ongoing efforts to improve racial equity, diversity, and inclusivity in SFMTA.



SFMTA NEGOTIATIONS 2022

SEIU, Local 1021 Service Critical

FOR THE SFMTA



Dominique Windberg
Chief Negotiator
SFMTA

4/15/22

Date


FOR THE UNION



Katharine McDonagh
Chief Negotiator
SEIU, Local 1021 Service Critical

4/15/22

Date



Trevor Adams
Chapter President, PCOs

4-15-22

Date

APPROVED AS TO FORM



Erik Rapoport
Deputy City Attorney

4/15/22

Date

italics = moved existing language

bold, double underline = new language

~~*struck-out, italics*~~ = existing language prior section ~~*struck-out*~~ = removed language



TA SFMTA Counter to UP 17 – Assault Prevention & Harm Reduction Committee

Date: 4/14/22

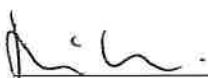
This Tentative Agreement is entered into with the understanding that it will only become effective and is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

TENTATIVE AGREEMENT


Article VI, Section C. ASSAULT PREVENTION & HARM REDUCTION COMMITTEE

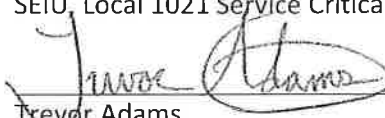
523. The parties agree to establish an Assault Prevention & Harm Reduction Committee (Committee) to develop a comprehensive program to reasonably find solutions to reduce assaults against SFMTA employees. The parties agree to convene the Committee no less than three times per year. The Committee will commence meeting at either party's request.

FOR THE SFMTA


 4/14/22
Date
Dominique Windberg
Chief Negotiator
SFMTA

FOR THE UNION

 4/14/22
Date
Katharine McDonagh
Chief Negotiator
SEIU, Local 1021 Service Critical

 4-14-22
Date
Trevor Adams
Chapter President, PCOs

APPROVED AS TO FORM

 4/14/22
Date
Erik Rapoport
Deputy City Attorney

italics = moved existing language
~~*struck out, italics*~~ = existing language prior section ~~struck out~~ = removed language
bold, double underline = new language



TA SFMTA Counter 002 to UP 19 – PCO of the Month

Date: 4/14/22

This Tentative Agreement is entered into with the understanding that it will only become effective and is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

TENTATIVE AGREEMENT

Article III, Section D. ADDITIONAL COMPENSATION & PREMIUM PAY

New Section - Paragraph [TBD]:

8214 Parking Control Officer & 8216 Senior Parking Control Officer of the Month Recognition Allowance

The SFMTA shall provide monthly Recognition Allowance payments as follows:

8214 and 8216 of the Month: \$400

8214 Runner-Up: \$250

8214 or 8216 cannot opt to take a day off with pay in lieu of the payment. The eligibility requirements for award recipients shall be:

- **135 hours on duty time during that month;**
- **No preventable collisions; and**
- **No disciplinary action during current or previous two (2) months.**

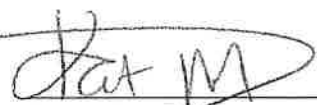
The SFMTA and Union may mutually agree on additional eligibility criteria for 8214 and 8216 Recognition Allowance selection.

FOR THE SFMTA

FOR THE UNION


Dominique Windberg
Chief Negotiator
SFMTA

4/14/22
Date


Katharine McDonagh
Chief Negotiator
SEIU, Local 1021 Service Critical

4/14/22
Date

italics = moved existing language

bold, double underline = new language

~~struck-out, italics~~ = existing language prior section ~~struck-out~~ = removed language



Trever Adams 4.14.22
Date
Chapter President, PCOs

APPROVED AS TO FORM

Erik Rapoport 4/14/2022
Date
Erik Rapoport
Deputy City Attorney



**SFMTA NEGOTIATIONS
2022**

SEIU, Local 1021 Service Critical

TA Union Counter to UP 21 – 1937 Pay Equity


Date: 4/10/22

This Tentative Agreement is entered into with the understanding that it will only become effective and is contingent upon the parties reaching agreement on outstanding issues on or before April 18, 2022.


TENTATIVE AGREEMENT


On July 1, 2022, the SFMTA will increase the 1937 Supervising Parts Storekeeper classification pay scale to fifteen percent (15%) above the top pay for the 1935 Principal Parts Storekeeper.

FOR THE SFMTA

 4/10/22
Date
Dominique Windberg
Chief Negotiator
SFMTA

FOR THE UNION

 4/18/22
Date
Katharine McDonagh
Chief Negotiator
SEIU, Local 1021 Service Critical

 4.18.22
Date
Trevor Adams
Chapter President, PCOs

APPROVED AS TO FORM

 4/18/22
Date
Erik Rapoport
Deputy City Attorney



TA – MTA Counter 4 to UP 26 – 9110/9116/9117 Uniforms

Date: 4/18/22

This Tentative Agreement is entered into with the understanding that it will only become effective and is contingent upon the parties reaching agreement on outstanding issues on or before April 18, 2022.

TENTATIVE AGREEMENT

Article II, Section Q. UNIFORMS AND EQUIPMENT

New Section after Paragraph 177

Uniforms and Shoes for 9110 Fare Collections Receiver, 9116 Senior Fare Collections Receiver and 9117 Principal Fare Collections Receiver.

For 9110 Fare Collections Receiver, 9116 Senior Fare Collections Receiver and 9117 Principal Fare Collections Receiver, the SFMTA shall provide a cash allowance of two hundred and fifty dollars (\$250.00) annually toward the cost of acquiring SFMTA-approved safety shoes. SFMTA shall provide the cash allowance during January of each year for the term of the agreement. For the employees listed above hired after the provision of the January cash allowance, arrangements will be made to provide a cash allowance or voucher for the acquisition of a pair of SFMTA-approved safety shoes. It is understood that if the safety shoes should become worn out or unserviceable, they shall be replaced as soon as possible.

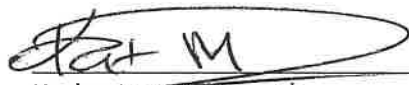
The SFMTA shall provide protective clothing and equipment for the health and safety protection of employees on the job, including safety vests and safety goggles or prescription eyewear for the employees listed above who are required to wear such protective eyewear and safety vests. If requested by the employee, SFMTA shall provide rain gear, yellow safety sweaters, gloves, and all-weather jackets.

FOR THE SFMTA

FOR THE UNION


Dominique Windberg
Chief Negotiator
SFMTA

4/18/22
Date


Katharine McDonagh
Chief Negotiator
SEIU, Local 1021 Service Critical

4/18/22
Date


Trevor Adams
Date 4-18-22

italics = moved existing language

bold, double underline = new language

~~struck-out, italics~~ = existing language prior section struck-out = removed language



SFMTA NEGOTIATIONS 2022

SEIU, Local 1021 Service Critical

Chapter President, PCOs

APPROVED AS TO FORM

Erik Rapoport 4/18/22
Erik Rapoport Date
Deputy City Attorney

italics = moved existing language

bold, double underline = new language

~~*struck out, italics*~~ = existing language prior section struck out = removed language



TA MTA Counter to UP 27 – 9110 and 9116 Requests for Time Off

Date: 4/14/22

This Tentative Agreement is entered into with the understanding that it will only become effective and is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

TENTATIVE AGREEMENT

DEPARTMENTAL SUPPLEMENTARY AGREEMENT/CIVIL SERVICE CLASSES 9110 & 9116

SECTION 4. REQUESTS FOR TIME OFF

- A. Revenue Operations will grant requests for paid and unpaid time off (single days) as long as they are requested within five (5) working days of the requested time off. Permission will be limited on any one day to the first requesting employee in the Processing Unit on; the first requesting employee in the Day Unit; and the first two (2) requesting employees in PM Unit.
- B. SFMTA shall hold a vacation sign-up during the time of shift sign-up, two (2) times a year. The final vacation list will be posted ~~in~~ on the Revenue Operations SharePoint or other mutually agreeable SFMTA online platform work areas.

~~The~~ Requests will be honored based on classification seniority within units. Units include: PM unit, Day unit, and Processing unit.

The employee shall have the right to cancel the vacation should the need arise but the employee will then be allowed vacation "time" as determined by the Revenue Operations Manager.

In the event two or more employees within a unit sign up for the same dates, seniority will prevail. The Revenue Operations Manager will determine how many employees can be granted vacation during the same period but each employee must be offered the employee's amount of annually earned vacation.

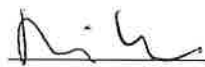
Those employees who fail to sign-up within the deadline will be allowed vacation time as determined by the Revenue Operations Manager, but must be offered the employee's amount of annually earned vacation.




A copy of the final vacation list will be posted on the Revenue Operations SharePoint or other mutually agreeable SFMTA online platform and forwarded to all stewards the Chief Steward.

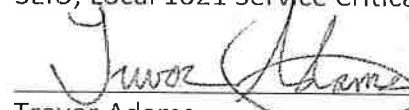
All vacation updates regarding cancellations or approvals shall be posted on the Revenue Operations SharePoint online platform.

FOR THE SFMTA

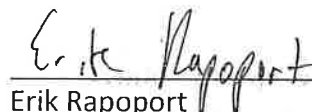
 4/14/22
Date
Dominique Windberg
Chief Negotiator
SFMTA

FOR THE UNION

 4/14/22
Date
Katharine McDonagh
Chief Negotiator
SEIU, Local 1021 Service Critical

 4.14.22
Date
Trevor Adams
Chapter President, PCOs

APPROVED AS TO FORM

 4/14/22
Date
Erik Rapoport
Deputy City Attorney



TA Union Counter re UP 28 - SFMTA Budget Common Good Proposal

Date: 4/14/22

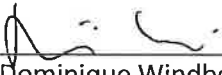
This Tentative Agreement is entered into with the understanding that it will only become effective and is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

TENTATIVE AGREEMENT

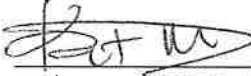
Appendix B - SFMTA Budget Common Good Proposal [new section]

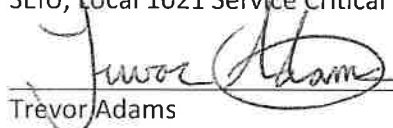
SFMTA shall meet with SEIU Local 1021 quarterly for the duration of this Agreement in an effort to develop comprehensive plans of action for increasing stimulus funding sources for SFMTA operations.

FOR THE SFMTA


 4/14/22
Date
Dominique Windberg
Chief Negotiator
SFMTA

FOR THE UNION

 4/14/22
Date
Katharine McDonagh
Chief Negotiator
SEIU, Local 1021 Service Critical

 4-14-22
Date
Trevor Adams
Chapter President, PCOs

APPROVED AS TO FORM

 4/14/22
Date
Erik Rapoport
Deputy City Attorney



SFMTA NEGOTIATIONS 2022

SEIU, Local 1021 Service Critical

TA – Budget Common Good

Date: 4/18/22

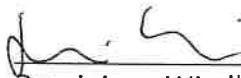
This Tentative Agreement is entered into with the understanding that it will only become effective and is contingent upon the parties reaching agreement on outstanding issues on or before April 18, 2022.

TENTATIVE AGREEMENT

Appendix B - SFMTA Budget Common Good Proposal [new section]

SFMTA shall meet with SEIU Local 1021 quarterly for the duration of this Agreement in an effort to develop comprehensive plans of action for increasing stimulus or other funding sources for SFMTA operations.

FOR THE SFMTA



Dominique Windberg
Chief Negotiator
SFMTA

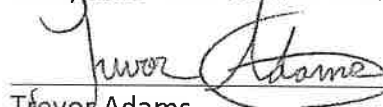
4/18/22
Date

FOR THE UNION



Katharine McDonagh
Chief Negotiator
SEIU, Local 1021 Service Critical


4/18/22
Date



Trevor Adams
Chapter President, PCOs

4-18-22
Date

APPROVED AS TO FORM



Erik Rapoport
Deputy City Attorney

4/18/22
Date

italics = moved existing language

bold, double underline = new language

~~struck-out, italics~~ = existing language prior section ~~struck-out~~ = removed language



TA SFMTA Counter 002 re UP 34 – 9110 and 9116 Side Letter

Date: 4/11/22

This Tentative Agreement is entered into with the understanding that it will only become effective and is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

TENTATIVE AGREEMENT

Article II, Section W – Class-Specific Employment Conditions

9110 and 9116 Fare Collections Receivers provisions

SECTION 1. SENIORITY

A. Permanent employees will have seniority over temporary employees: Seniority will be determined by the starting date of permanent employment in the classification. In the event of a tie, seniority will be determined by the rank on the eligible list. If no eligible list exists, seniority will be determined by drawing lots. The order of seniority shall be as follows:

- 1) Permanent*
- 2) Temporary*

B. Employees shall not receive seniority credits for leave periods which exceed one year.

SECTION 2. SHIFT BIDS

A. Shift bids will be conducted every six months, to start October 1 and April 1, unless either an abridgement or extension is mutually agreed to by both the Union and the Revenue Operations Manager. Revenue Operations will meet and confer over the shift bid one month prior to delivery of the shift bid package to the employees.

B. Shift bids will include days off, shift-times, and a job description of primary duties for all personnel. Jobs involving collections, and primary Pass Sales assignments will rotate weekly during the period covered by the bid. The schedule for rotating personnel will be distributed on the Wednesday prior to the start of the work week, with the duties corresponding to the unit that the employee bids in.

C. Shift bids will be conducted with the most senior employees bidding first; however, employees who do not submit shift bids will drop to the bottom of the list and will bid on those shifts not filled.

D. Training will be provided at the request of any employee who successfully bids on a job the employee may be unfamiliar with; training will consist of not more than seven (7) working days except as follows:

italics = moved existing language

bold, double underline = new language

~~struck out, italics~~ = existing language prior section ~~struck out~~ = removed language



1. Training to operate:

a. Forklifts

b. Heavy Duty Vehicles

This shall be for no less than 10 consecutive working days within a 14 calendar day period.

E. If any position(s) are vacated or Eliminated between sign ups due to retirement, resignation, layoff, reassignment, or Extended leave (more than 30 days) the Revenue Operations Manager will have the option to Leave the shift unfilled for the remainder of the sign-up period.

F. If a 9116 position remains unfilled after completion of the sign-up or becomes vacant between sign-ups, the vacancy may be filled by the assignment of, in inverse seniority order, qualified employees as determined by the Revenue Department Manager. The reassigned employee(s) will be given a notice of assignment at least 14 calendar days in advance of the reassignment.

G. If new shifts become available or are deleted between sign-ups, the Revenue Operations Manager will conduct a new sign-up as described in Section 2.E.

H. Subject to emergencies, there will be regular relief personnel for each Cable Car shift plus as many back-up personnel as the Revenue Operations deems necessary.

SECTION 3. OVERTIME HOLIDAY PAY:

A. For purposes of this section the three work units are: Day/Lost and Found, Processing and Collections units.

B. Holiday sign-ups will be held 30 calendar days prior to each scheduled holiday. The holiday sign-ups will be based on classification seniority within units as defined in Section 3A. The employee shall have the right to refuse the holiday work should the need arise. SFMTA will make an effort to offer holiday work to the next senior volunteer. If that effort is unsuccessful, SFMTA may then assign the work based on inverse order of seniority.

C. SFMTA will make an effort to offer all overtime to the most senior employee on RDO assigned to the unit requiring overtime. The limit for each employee is 16 hours per pay period and/or a maximum of 200 hours per calendar year. These limits can only be exceeded upon prior approval of either the Revenue Operations Manager or designee. At Cable Car, the Revenue Department will offer 4-4 overtime shifts if both affected receivers can be contacted and both receivers agree to the 4-4 overtime shift. If this is not possible,

italics = moved existing language

bold, double underline = new language

~~struck out, italics~~ = existing language prior section ~~struck out~~ = removed language



an employee will be assigned by the Revenue Manager to work the required overtime.

D. Employees will be allowed to accumulate compensatory time off when it is received in increments less than 8 hours in order to take a full day off at a time they request. Requests will be granted in accordance with Section 4A above.

E. The Revenue Operations Manager will provide a copy of the overtime and holiday records of all Revenue employees to the Chief Steward upon request.

SECTION 4. REQUESTS FOR TIME OFF

A. Revenue Operations will grant requests for paid and unpaid time off (single days) as long as they are requested within five (5) working days of the requested time off. Permission will be limited on any one day to the first requesting employee in the Processing Unit; the first requesting employee in the Day Unit; and the first two (2) requesting employees in PM Unit.

B. SFMTA shall hold a vacation sign-up during the time of shift sign up, two (2) times a year. The final vacation list will be posted in the work areas.

The requests will be honored based on classification seniority within units. Units include: PM unit, Day unit, and Processing unit.

The employee shall have the right to cancel the vacation should the need arise but the employee will then be allowed vacation "time" as determined by the Revenue Operations Manager. In the event two or more employees within a unit sign up for the same dates, seniority will prevail. The Revenue Operations Manager will determine how many employees can be granted vacation during the same period but each employee must be offered the employee's amount of annually earned vacation.

Those employees who fail to sign-up within the deadline will be allowed vacation time as determined by the Revenue Operations Manager, but must be offered the employee's amount of annually earned vacation.

A copy of the final vacation list will be forwarded to the Chief Steward.

SECTION 5. NOTIFICATION OF STARTING TIMES

A. The Revenue Operations, when determining the starting time for those employees with rotating shift assignments, will provide the Sunday to Saturday assignments on the preceding Monday for the following week. Employees not assigned to work on Monday may call the Revenue Operations for their assignment schedule.

italics = moved existing language **bold, double underline** = new language
~~struck-out, italics~~ = existing language prior section ~~struck-out~~ = removed language

B. The employees must give the Revenue Operations a minimum notice of one hour when requesting sick leave and a minimum notice of four hours when requesting a return to duty from sick leave. If the one hour notice is not received, the employee will be placed on unpaid leave. If the four hour notice is not received, the employee will remain on leave for that shift.

C. Starting times for each day will not be changed without at least twenty-four hours notice or only with the consent of the employee, except in emergencies. Once an employee has reported for duty and the Revenue shift Supervisor desires to reassign the employee to another Revenue worksite, the Revenue Operations Section will provide transportation to and from the new Revenue jobsite unless the employee elects to use own vehicle.

SECTION 6. UNION ACCESS

A. The Union representative shall be granted access to the Money Room under reasonable circumstances. Access must be pre-arranged with the Revenue Operations Manager.

SECTION 7. SHIFT PATTERNS

The Revenue Operations agrees to meet and confer with Local 1021 regarding proposed shift patterns or schedule changes and will consider alternate proposals submitted by the Union.

SECTION 8. FAST PASS SALES

When selling fast passes, employees shall not have any deductions made from their wages or be required to reimburse SFMTA for any shortage or loss unless caused by dishonesty. Management will provide small cash registers at all sales locations for accuracy in balancing at the end of the employee's shift.

SECTION 9. CHANGE OF PROCEDURES

When SFMTA proposes to change procedures and/or working conditions, it will give at least 48 hours notice to those employees affected, except in case of emergency. This notice will be in writing and signed by the employee (s) receiving them or annotated that the employee(s) refused to sign. Copies of these notices will be given to the Union.

SECTION 10. DISCIPLINARY ACTIONS

When an employee receives any disciplinary notice or action from SFMTA, the Union shall be notified at the time of such action. The Union will be notified of any disciplinary conference to be held with an employee.

...



DEPARTMENTAL SUPPLEMENTARY AGREEMENT/CIVIL SERVICE CLASSES

9110 & 9116

Between

San Francisco Municipal Transportation Agency

And

Service Employees International Union Local 1021

This Departmental Supplementary Agreement is between and for the City and County of San Francisco Municipal Transportation Agency and SEIU Local 1021, covering Classes 9110 and 9116, the Fare Collection Receiver series, consisting of three units (Day/Lost and Found, Processing and Collections Units).

SECTION 1. SENIORITY

A. Permanent employees will have seniority over temporary employees. Seniority will be determined by the starting date of permanent employment in the classification. In the event of a tie, seniority will be determined by the rank on the eligible list. If no eligible list exists, seniority will be determined by drawing lots. The order of seniority shall be as follows:

- 1) Permanent*
- 2) Temporary*

B. Employees shall not receive seniority credits for leave periods which exceed one year.

SECTION 2. SHIFT BIDS

A. Shift bids will be conducted every six months, to start October 1 and April 1, unless either an abridgement or extension is mutually agreed to by both the Union and the Revenue Operations Manager. Revenue Operations will meet and confer over the shift bid one month prior to delivery of the shift bid package to the employees.

B. Shift bids will include days off, shift times, and a job description of primary duties for all personnel. Jobs involving collections, and primary Pass Sales assignments will rotate weekly during the period covered by the bid. The schedule for rotating personnel will be distributed on the Wednesday prior to the start of the work week, with the duties corresponding to the unit that the employee bids in.

C. Shift bids will be conducted with the most senior employees bidding first; however, employees who do not submit shift bids will drop to the bottom of the list and will bid on those shifts not filled.



~~D. Training will be provided at the request of any employee who successfully bids on a job the employee may be unfamiliar with; training will consist of not more than seven (7) working days except as follows:~~

~~1. Training to operate:~~

~~a. Forklifts~~

~~b. Heavy Duty Vehicles~~

~~This shall be for no less than 10 consecutive working days within a 14 calendar day period.~~

~~E. If any position(s) are vacated or Eliminated between sign ups due to retirement, resignation, layoff, reassignment, or Extended leave (more than 30 days) the Revenue Operations Manager will have the option to Leave the shift unfilled for the remainder of the sign-up period.~~

~~F. If a 9116 position remains unfilled after completion of the sign-up or becomes vacant between sign-ups, the vacancy may be filled by the assignment of, in inverse seniority order, qualified employees as determined by the Revenue Department Manager. The reassigned employee(s) will be given a notice of assignment at least 14 calendar days in advance of the reassignment.~~

~~G. If new shifts become available or are deleted between sign-ups, the Revenue Operations Manager will conduct a new sign-up as described in Section 2.E.~~

~~H. Subject to emergencies, there will be regular relief personnel for each Cable Car shift plus as many back-up personnel as the Revenue Operations deems necessary.~~

SECTION 3. OVERTIME HOLIDAY PAY

~~A. For purposes of this section the three work units are: Day/Lost and Found, Processing and Collections units.~~

~~B. Holiday sign-ups will be held 30 calendar days prior to each scheduled holiday. The holiday sign-ups will be based on classification seniority within units as defined in Section 3A. The employee shall have the right to refuse the holiday work should the need arise.~~

~~SFMTA will make an effort to offer holiday work to the next senior volunteer. If that effort is unsuccessful, SFMTA may then assign the work based on inverse order of seniority.~~

~~C. SFMTA will make an effort to offer all overtime to the most senior employee on RDO assigned to the unit requiring overtime. The limit for each employee is 16 hours per pay period and/or a maximum of 200 hours per calendar year. These limits can only be~~

italics = moved existing language

bold, double underline = new language

~~struck out, italics~~ = existing language prior section ~~struck out~~ = removed language



~~exceeded upon prior approval of either the Revenue Operations Manager or designee. At Cable Car, the Revenue Department will offer 4-4 overtime shifts if both affected receivers can be contacted and both receivers agree to the 4-4 overtime shift. If this is not possible, an employee will be assigned by the Revenue Manager to work the required overtime.~~

~~D. Employees will be allowed to accumulate compensatory time off when it is received in increments less than 8 hours in order to take a full day off at a time they request. Requests will be granted in accordance with Section 4A of this agreement.~~

~~E. The Revenue Operations Manager will provide a copy of the overtime and holiday records of all Revenue employees to the Chief Steward upon request.~~

SECTION 4. REQUESTS FOR TIME OFF

~~A. Revenue Operations will grant requests for paid and unpaid time off (single days) as long as they are requested within five (5) working days of the requested time off. Permission will be limited on any one day to the first requesting employee in the Processing Unit; the first requesting employee in the Day Unit; and the first two (2) requesting employees in PM Unit.~~

~~B. SFMTA shall hold a vacation sign-up during the time of shift sign-up, two (2) times a year. The final vacation list will be posted in the work areas. The requests will be honored based on classification seniority within units. Units include: PM unit, Day unit, and Processing unit.~~

~~The employee shall have the right to cancel the vacation should the need arise but the employee will then be allowed vacation "time" as determined by the Revenue Operations Manager. In the event two or more employees within a unit sign up for the same dates, seniority will prevail. The Revenue Operations Manager will determine how many employees can be granted vacation during the same period but each employee must be offered the employee's amount of annually earned vacation.~~

~~Those employees who fail to sign-up within the deadline will be allowed vacation time as determined by the Revenue Operations Manager, but must be offered the employee's amount of annually earned vacation.~~

~~A copy of the final vacation list will be forwarded to the Chief Steward.~~

SECTION 5. NOTIFICATION OF STARTING TIMES

~~A. The Revenue Operations, when determining the starting time for those employees with rotating shift assignments, will provide the Sunday to Saturday assignments on the preceding Monday for the following week. Employees not assigned to work on Monday~~



~~may call the Revenue Operations for their assignment schedule.~~

~~B. The employees must give the Revenue Operations a minimum notice of one hour when requesting sick leave and a minimum notice of four hours when requesting a return to duty from sick leave. If the one hour notice is not received, the employee will be placed on unpaid leave. If the four hour notice is not received, the employee will remain on leave for that shift.~~

~~C. Starting times for each day will not be changed without at least twenty-four hours notice or only with the consent of the employee, except in emergencies. Once an employee has reported for duty and the Revenue shift Supervisor desires to reassign the employee to another Revenue worksite, the Revenue Operations Section will provide transportation to and from the new Revenue jobsite unless the employee elects to use own vehicle.~~

SECTION 6. UNION ACCESS

~~A. The Union representative shall be granted access to the Money Room under reasonable circumstances. Access must be pre-arranged with the Revenue Operations Manager.~~

SECTION 7. PHONE CALLS

~~Revenue Supervisors, upon the request of any employee, shall use a reasonable effort to transfer phone calls to the employee's work area or give the number where the employee can be reached.~~

~~This requirement shall in no way interfere with the Revenue Supervisor's right to enforce work standards or performance. Failure to transfer a phone call shall not be actionable or grievable.~~

SECTION 8. SHIFT PATTERNS

~~The Revenue Operations agrees to meet and confer with Local 1021 regarding proposed shift patterns or schedule changes and will consider alternate proposals submitted by the Union.~~

SECTION 9. FAST PASS SALES

~~When selling fast passes, employees shall not have any deductions made from their wages or be required to reimburse SFMTA for any shortage or loss unless caused by dishonesty. Management will provide small cash registers at all sales locations for accuracy in balancing at the end of the employee's shift.~~

SECTION 10. CHANGES OF PROCEDURES

~~When SFMTA proposes to change procedures and/or working conditions, it will give at least 48 hours notice to those employees affected, except in case of emergency. This notice will be in~~

italics = moved existing language

bold, double underline = new language

~~struck out, italics~~ = existing language prior section ~~struck out~~ = removed language



writing and signed by the employee(s) receiving them or annotated that the employee(s) refused to sign. Copies of these notices will be given to the Union.

SECTION 11. DISCIPLINARY ACTIONS

When an employee receives any disciplinary notice or action from SFMTA, the Union shall be notified at the time of such action. The Union will be notified of any disciplinary conference to be held with an employee.

SECTION 12. NO WORK STOPPAGES

It is mutually agreed and understood that during the period this MOU is in force and effect, the Union will not authorize or engage in any strike, sympathy strike, slowdown or work stoppage. Represented employees are also bound by the above. The SFMTA agrees not to conduct a lockout against any of the employees covered by this MOU during the term of this agreement.

SECTION 13. TERM

This Departmental Supplementary Agreement will remain in effect until June 30, 2022 and will be re-negotiated at that time.

FOR THE SFMTA

Dominique Windberg
Chief Negotiator
SFMTA

4/16/22

Date

FOR THE UNION

Katharine McDonagh
Chief Negotiator
SEIU, Local 1021 Service Critical

4/16/22

Date

Trevor Adams
Chapter President, PCOs

4.16.22

Date

APPROVED AS TO FORM

Erik Rapoport
Deputy City Attorney

4/16/22

Date



TA SFMTA Counter 002 re UP 35 – 9131 Side Letter

Date: 4/16/22

This Tentative Agreement is entered into with the understanding that it will only become effective and is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

TENTATIVE AGREEMENT

Article II, Section W – Class-Specific Employment Conditions

9131 Station Agent Provisions

Section I REQUESTS FOR TIME OFF

The following procedures will continue to be in effect:

- A. All requests for time off (comp. time; lieu days, one day vacation, etc.) must be submitted to Station Operations at least 10 business days prior to the requested date.*
- B. All requests must be in duplicate.*
 - A. All weekend requests must be made on the proper color coded sheets.*
 - B. Station Operations will return the duplicate copy with approval or denial at least five (5) business days before the date requested.*
 - C. Even though Station Operations will try to grant short notice requests, the operation of the subway must be our first concern.*
 - D. Requests not conforming to these guidelines will be handled on an individual case basis to be resolved by the manager of Station Operations.*
 - E. Requests will be considered on a first come first serve basis.*

Section II VACATION POLICY

Vacations are signed for on the calendar year. The steps outline below will be used to approve vacations:

- A. A seniority list will be posted in each Booth and at Station Operations. Sign-up for vacation will be by seniority in accordance with date of hire into the 9131 Class. Sign-up forms are arranged so that full week vacations run Saturday through*

italics = moved existing language **bold, double underline** = new language
~~struck out, italics~~ = existing language prior section ~~struck out~~ = removed language

Friday. Agents must sign for the full vacation week.

- B. *After each Agent's name on the seniority list will be a time to call the Bid Supervisor. If Agents have any questions regarding the bid, contact the Bid Supervisor.*
- C. *If Agents do not call at their appointed time or submit a bid slip 5 days in advance the Bid Supervisor will place a PASS behind their name. The sign-up will continue as scheduled. Agent(s) so passed will be permitted to sign-up only on open dates available at the end of the vacation bid.*
- D. *Agents not signing at this time will not be able to use seniority to bump at a later date.*
(1) Four agents per week from January to December.
(2) Four agents per week from May to August.
- E. *Agents cannot sign-up for vacation which will not be earned at the time of selected vacation date(s).*
- F. *Two weeks written notice must be given to Station Operations for cancellation of vacation. Vacations signed for and later cancelled at Agent's request will be available by first come first serve.*
- G. *Every Agent bidding on vacation will be required to submit a signed "Vacation Request Form" and submit it to Station Operations.*
- H. *Station Agents shall confirm their vacation with the Bid Supervisor by phone. An approved copy will be returned to the Agent within seven (7) business days of the bid.*
- I. *Station Operations shall be responsible to be aware of maximum vacation time earned up to the last pay period prior to the sign-up, for each employee to guarantee full vacation privileges as entitled. Employees are entitled to bid for all time to be earned by the time vacation is scheduled.*

There shall be an annual vacation sign-up for Station Agents in the Fall of each year. Employees shall submit vacation sign-up requests in seniority order. No employee may request more than their annual vacation accrual amount in their initial request.

After all eligible employees have had an opportunity to submit a vacation request, an additional opportunity to request vacation shall be provided on a first come, first served basis. Such



additional requests shall be granted to the extent that the work schedule will accommodate them.

An employee may submit a request to take more than their annual accrual amount for exceptional circumstances and all such requests shall be considered by the employer on a case-by-case basis and shall be granted if operational needs permit.

The parties may re-evaluate the vacation sign-up policy after eighteen (18) months upon the request of either party. Arbitrator David Weinberg will retain jurisdiction if the parties are unable to agree upon modifications at that time.

Section III STATION AGENTS SENIORITY POLICY FOR PURPOSES OF BIDDING

Station Agents seniority shall be established by the following factors; collectively or individually:

Classification Service

All Station Agents seniority will be assigned based on classification date of employment and in accordance with departmental rules and regulations.

Civil Service date of employment (City wide service) shall have no bearing on departmental seniority and cannot be used for bidding purposes.

A. Place on list

In the event of multiple applicants hired at one time, seniority will be assigned by their place on the Civil Service list. In the event of a tie, the highest last four digits of the employee's social security number will break the tie.

B. Full-time/Part-time

Status of position shall have no bearing on seniority placement. Full-time and part-time status shall be listed together on (1) department seniority list. In the event of a change in status, seniority shall remain intact and without change. This is in accordance to Section II of this policy and past practice.

C. Seniority List

One (1) department List shall be kept and maintained on the immediate job site(s) and management office at 131 Lenox Way (or future site) at all times. Management and Local 1021 Chapter President or designee, shall be responsible for updating seniority lists as changes occur.

Official seniority list shall be used for shift bids, vacation bids, overtime, fire drills and special events. It will be used as an important factor in the selection of out of



class assignments.

BENEFICIAL PAST PRACTICES

All verifiable past practices in effect at the time of this agreement shall remain in effect through the term of this agreement.

Section IV STAFFING

Each quarter, the Union and Station Operations agree to meet and review staffing needs. Management will provide to the Union in advance of each meeting, all documents pertaining to staffing including, but not limited to, all regular and overtime budgets, and information regarding all open requisitions.

ARTICLE VIII SHIFT BIDDING

Twice annually, in January, and July, a new shift bid will be made available. Thirty days prior to the bid, the Union and Management will meet and confer over the terms and schedules of the bid.

The Union shall be allowed to have a monitor present at the bid.

Section V HEALTH & SAFETY

A. SFMTA will make every effort to maintain staffing at a level which provides a safe and healthful environment for Station Agents and the general public.

B. Booths must be maintained and cleaned on a regular basis.

C. The Union and Management agree to establish a joint Health and Safety Committee consisting of 2 union representatives and 2 management representatives. The committee will study and recommend action on issues related to exhaust from the computer and other equipment and air quality and temperatures within the booth.

Section VI OVERTIME

Agents will be notified in advance of events where funds are available for overtime work.

Section VII CAREER ADVANCEMENT

Management shall insure that all Station Agents receive notification of any classes, conferences, programs, and promotional opportunities in a timely manner.

...

DEPARTMENTAL SUPPLEMENTARY AGREEMENT/CLASS 9131

BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY MUNICIPAL RAILWAY

italics = moved existing language

~~struck out, italics~~ = existing language prior section

bold, double underline = new language

~~struck out~~ = removed language



AND SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021 ARTICLE I RECOGNITION

This Departmental Supplementary Agreement is entered into between the Municipal Transportation Agency Municipal Railway and SEIU Local 1021.

Covered under this agreement are Class 9131 Station Agents.

ARTICLE II REQUESTS FOR TIME OFF

The following procedures will continue to be in effect:

A. All requests for time off (comp. time, lieu days, one day vacation, etc.) must be submitted to Station Operations at least 10 business days prior to the requested date.

B. All requests must be in duplicate.

A. All weekend requests must be made on the proper color coded sheets.

B. Station Operations will return the duplicate copy with approval or denial at least five (5) business days before the date requested.

C. Even though Station Operations will try to grant short notice requests, the operation of the subway must be our first concern.

D. Requests not conforming to these guidelines will be handled on an individual case basis to be resolved by the manager of Station Operations.

E. Requests will be considered on a first come first serve basis.

ARTICLE III POLICY ON TARDINESS

Station Operations defines tardiness in the following way:

A. An employee who arrives at the employee's assigned work location after the scheduled start time for a designated shift or assignment with the exception of opening agents in accordance with reporting procedures.

B. An employee who has not followed the recognized reporting procedures.

C. An employee reporting late, with less than one half (1/2) hour notification, to Station Operations or Control Center, prior to the start time of their regular scheduled shift or assignment.

Station Operations will use the above listed definitions as our guidelines in determining any employees late report. Station Operations reserves the right to request from the employee who has an excused late report, some type of proof that their emergency was valid, i.e. receipts from a repair service, etc. Employees violating the tardiness policy are subject to the disciplinary procedure stated in Article XII and loss of pay.

ARTICLE IV VACATION POLICY

Vacations are signed for on the calendar year. The steps outline below will be used to approve vacations:

italics = moved existing language

bold, double underline = new language

~~struck-out, italics~~ = existing language prior section ~~struck-out~~ = removed language



~~A. A seniority list will be posted in each Booth and at Station Operations. Sign-up for vacation will be by seniority in accordance with date of hire into the 9131 Class. Sign-up forms are arranged so that full week vacations run Saturday through Friday. Agents must sign for the full vacation week.~~

~~B. After each Agent's name on the seniority list will be a time to call the Bid Supervisor. If Agents have any questions regarding the bid, contact the Bid Supervisor.~~

~~C. If Agents do not call at their appointed time or submit a bid slip 5 days in advance the Bid Supervisor will place a PASS behind their name. The sign-up will continue as scheduled. Agent(s) so passed will be permitted to sign-up only on open dates available at the end of the vacation bid.~~

~~D. Agents not signing at this time will not be able to use seniority to bump at a later date.~~

~~(1) Four agents per week from January to December.~~

~~(2) Four agents per week from May to August.~~

~~E. Agents cannot sign-up for vacation which will not be earned at the time of selected vacation date(s).~~

~~F. Two weeks written notice must be given to Station Operations for cancellation of vacation. Vacations signed for and later cancelled at Agent's request will be available by first come first serve.~~

~~G. Every Agent bidding on vacation will be required to submit a signed "Vacation Request Form" and submit it to Station Operations.~~

~~H. Station Agents shall confirm their vacation with the Bid Supervisor by phone. An approved copy will be returned to the Agent within seven (7) business days of the bid.~~

~~I. Station Operations shall be responsible to be aware of maximum vacation time earned up to the last pay period prior to the sign-up, for each employee to guarantee full vacation privileges as entitled. Employees are entitled to bid for all time to be earned by the time vacation is scheduled.~~

~~There shall be an annual vacation sign-up for Station Agents in the Fall of each year. Employees shall submit vacation sign-up requests in seniority order. No employee may request more than their annual vacation accrual amount in their initial request.~~

~~After all eligible employees have had an opportunity to submit a vacation request, an additional~~

italics = moved existing language

bold, double underline = new language

~~struck-out, italics~~ = existing language prior section ~~struck-out~~ = removed language



~~opportunity to request vacation shall be provided on a first come, first served basis. Such additional requests shall be granted to the extent that the work schedule will accommodate them.~~

~~An employee may submit a request to take more than their annual accrual amount for exceptional circumstances and all such requests shall be considered by the employer on a case-by-case basis and shall be granted if operational needs permit.~~

~~The parties may re-evaluate the vacation sign-up policy after eighteen (18) months upon the request of either party. Arbitrator David Weinberg will retain jurisdiction if the parties are unable to agree upon modifications at that time.~~

ARTICLE V STATION AGENTS SENIORITY POLICY FOR PURPOSES OF BIDDING

~~Station Agents seniority shall be established by the following factors; collectively or individually: Classification Service All Station Agents seniority will be assigned based on classification date of employment and in accordance with departmental rules and regulations.~~

~~Civil Service date of employment (City wide service) shall have no bearing on departmental seniority and cannot be used for bidding purposes.~~

A. Place on list

~~In the event of multiple applicants hired at one time, seniority will be assigned by their place on the Civil Service list. In the event of a tie, the highest last four digits of the employee's social security number will break the tie.~~

B. Full-time/Part-time

~~Status of position shall have no bearing on seniority placement. Full-time and part-time status shall be listed together on (1) department seniority list. In the event of a change in status, seniority shall remain intact and without change. This is in accordance to Section II of this policy and past practice.~~

C. Seniority List

~~One (1) department List shall be kept and maintained on the immediate job site(s) and management office at 131 Lenox Way (or future site) at all times. Management and Local~~

~~1021 Chapter President or designee, shall be responsible for updating seniority lists as changes occur. Official seniority list shall be used for shift bids, vacation bids, overtime, fire drills and special events. It will be used as an important factor in the selection of out of class assignments.~~

ARTICLE VI SICK ABUSE POLICY

italics = moved existing language
~~struck-out, italics~~ = existing language prior section **bold, double underline** = new language
~~struck-out~~ = removed language



A. The following listed items will be used as the criteria to determine what Station Operations will consider as abuse of sick leave, Station Operations, to remain fair, will consider each case on an individual basis prior to placing anyone on a "Sick Abuse List". The past accumulation of large amounts of sick leave, and verifiable long term illness will be taken into consideration. Using 13 days for full-time employees or proportionate use by part-time employees.

1. Calling in sick more than 3 non-continuous occasions in a quarter.
2. Establishing any type of sick use patterns, 3 or more separate incidents, within a 3 month period. (i.e. always before or after R.D.O.'s, etc.) NOTE: Employees R.D.O.'s will be taken into consideration.

(a) Exceptions: 10 hour agents who have split days off.

3. Establishing a pattern of going on the sick list during the middle of a shift.
4. A pattern of reporting sick on regular work days after working a R.D.O.

B. Station Operations will use the following guidelines to keep records:

1. A Sick Abuse List will be established and

(a) Employees will be closely monitored for a 12 month period from the date they are placed on Step II discipline;

(b) any employee to be placed on the sick abuse list will receive prior written notice of such including an explanation of the nature of the abuse.

2. Vacation/Lieu Time/Floating Holiday will not be used to substitute for sick days unless authorized by management.

3. Verifiable Extended illnesses will not be considered as sick abuse.

BENEFICIAL PAST PRACTICES

All verifiable past practices in effect at the time of this agreement shall remain in effect through the term of this agreement.

ARTICLE VII STAFFING

Each quarter, the Union and Station Operations agree to meet and review staffing needs. Management will provide to the Union in advance of each meeting, all documents pertaining to staffing including, but not limited to, all regular and overtime budgets, and information regarding all open requisitions.

ARTICLE VIII SHIFT BIDDING

Twice annually, in January, and July, a new shift bid will be made available. Thirty days prior to the bid, the Union and Management will meet and confer over the terms and schedules of the bid.

The Union shall be allowed to have a monitor present at the bid.

italics = moved existing language

bold, double underline = new language

~~struck-out, italics~~ = existing language prior section ~~struck-out~~ = removed language



ARTICLE IX HEALTH & SAFETY

~~A. SFMTA will make every effort to maintain staffing at a level which provides a safe and healthful environment for Station Agents and the general public.~~

~~B. Booths must be maintained and cleaned on a regular basis.~~

~~C. The Union and Management agree to establish a joint Health and Safety Committee consisting of 2 union representatives and 2 management representatives. The committee will study and recommend action on issues related to exhaust from the computer and other equipment and air quality and temperatures within the booth.~~

ARTICLE X OVERTIME

~~Agents will be notified in advance of events where funds are available for overtime work.~~

ARTICLE XI CAREER ADVANCEMENT

~~Management shall insure that all Station Agents receive notification of any classes, conferences, programs, and promotional opportunities in a timely manner.~~

ARTICLE XII DISCIPLINARY PROCEDURE

~~The purpose of this procedure is to provide progressive, corrective discipline. Every effort will be made to administer discipline towards the goal of improving employee performance. Employees with chronic performance problems will be advised of the services available through Employee Assistance Program. Employees with alcohol and drug abuse problems will be allowed sufficient time off without penalty to rehabilitate.~~

~~The following step process applies to routine minor violations of daily operations including tardiness, sick abuse, and late reports. More serious offenses may involve skipping over the initial steps and following the guidelines proposed in the PUC Disciplinary Handbook.~~

Step 1— Documented Verbal Warning

~~A. Within 30 calendar days of the incident leading to discipline the employee may be given a verbal warning.~~

~~B. The verbal warning must be given at a meeting between the supervisor and employee. The employee will be told of the right to have a Union Representative present.~~

~~1. At the meeting the employee will be told:~~

- ~~a. The specific nature of the offence;~~
- ~~b. the specific corrective action needed to remedy the problem;~~
- ~~c. that the employee must not repeat the offense within the next 3 months; and~~
- ~~d. what specific further disciplinary action may be taken if the offense~~

italics = moved existing language

~~struck out, italics~~ = existing language prior section

bold, double underline = new language

~~struck out~~ = removed language

is repeated.

2. ~~The employee is required to sign a "verbal warning card." The employees' signature does not acknowledge guilt, it merely acknowledges the verbal warning took place.~~

3. ~~Second verbal warning. A second violation within the three (3) month probationary period shall extend the probation to six (6) months beginning from the date the second verbal warning is issued.~~

Step 2

A. ~~Within 30 days of the incident leading to discipline the employee may be given a white Employee Conference Form and disciplinary conference. The employee is required to sign the Form. The employee's signature does not acknowledge guilt, it merely acknowledges receipt of the form. The employee must be provided with a copy of the signed Form within 5 calendar days.~~

B. ~~The Form must state the specific nature of the offense. Corrective action is to be taken and what disciplinary action will result if the problem is not corrected.~~

C. ~~The employee must be informed of the employee's right to Union representation at the conference. Management will provide notification of the conference to the Union.~~

D. ~~If the discipline is upheld the employee may not repeat the offense during the six (6) month probationary period which will begin on the date Form is issued.~~

Step 3

A. ~~Within 30 days of the incident leading to discipline the employee must be given a D-1 and disciplinary conference. The employee is required to sign the D-1. The employee's signature does not acknowledge guilt, it merely acknowledges receipt of the D-1. The employee must be provided with a copy of the signed D-1 within 5 calendar days.~~

B. ~~The D-1 must state the specific nature of the offense, what corrective action must be taken and what disciplinary action will result if the problem is not corrected.~~

C. ~~The employee must be informed of the employee's right to Union representation at the conference. Management will provide notification of the conference to the Union.~~

D. ~~If the discipline is upheld, the employee may not repeat the offense during the nine (9) month probationary period which will begin the date the D-1 is issued.~~

italics = moved existing language

~~struck-out, italics~~ = existing language prior section

bold, double underline = new language

~~struck-out~~ = removed language

Step 4

A. Within 30 days of the incident leading to discipline the employee must be given a second D-1 and disciplinary conference. The employee is required to sign the D-1. The employee's signature does not acknowledge guilt, it merely acknowledges receipt of the D-1. The employee must be provided with a copy of the signed form within 5 calendar days.

B. The D-1 must clearly state the specific nature of the offense, the purpose of discipline, corrective action to be taken and what discipline will result if the problem is not corrected.

C. The employee must be informed of the employee's right to Union representation at the conference. Management will provide notification of the conference to the Union.

D. If the discipline is upheld, the employee must not repeat the offense for the next nine (9) months probationary period, which will begin on the date the Form III is issued.

Step 5 — Suspension

A. Within 30 days of the incident leading to discipline the employee must be given a notice of proposed disciplinary action — suspension (Form D-2). The notice must contain:

1. A statement of the specific charges.
2. The rule or policy violated.
3. The date(s) of the violation.
4. The specific discipline proposed.
5. The date that the discipline will begin.
6. A statement informing the employee of the employee's right to a full evidentiary hearing prior to the imposition of discipline.
7. A statement informing the employee of the employee's right to seek all evidence leading to the decision to discipline.
8. A statement informing the employee of the employee's right to Union representation. Management will provide the Union with a Notice of Proposed Discipline.
9. A statement informing the employee of other appeal rights.

B. The employee must be informed that any reoccurrence of the same offense may lead to discharge.

Step 6 — Recommendation for Dismissal

A. Within 30 days of the incident leading to discipline the employee must be given a

<i>italics</i> = moved existing language	<u>bold, double underline</u> = new language
struck out, italics = existing language prior section	struck out = removed language



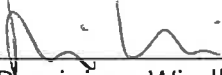
Notice of Proposed Discipline – Dismissal. The notice must contain:

1. A statement of the specific charges.
 2. The rule or policy violated.
 3. The date(s) of the violation.
 4. The specific discipline proposed.
 5. The date that the discipline will begin.
 6. A statement informing the employee of the employee's right to a full evidentiary hearing prior to the imposition of discipline.
 7. A statement informing the employee of the employee's right to seek all evidence leading to the decision to discipline.
 8. A statement informing the employee of the employee's right to Union representation.
- Management will provide the Union with a Notice of Proposed Discipline.
9. A statement informing the employee of other appeal rights.

TERM OF AGREEMENT

This agreement shall become effective July 1, 2019 and remain in effect through June 30, 2022.

FOR THE SFMTA



Dominique Windberg
Chief Negotiator
SFMTA

4/16/22

Date


FOR THE UNION



Katharine McDonagh
Chief Negotiator
SEIU, Local 1021 Service Critical

4/16/22

Date

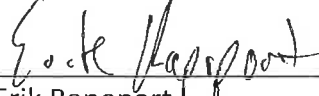


Trevor Adams
Chapter President, PCOs

4-16-22

Date

APPROVED AS TO FORM



Erik Rapoport
Deputy City Attorney

4/16/22

Date



TA SFMTA Counter 002 re UP 37 – 9131 Stations Opening and Closing Differential


Date: 4/15/22

This Tentative Agreement is entered into with the understanding that it will only become effective and is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

TENTATIVE AGREEMENT**Article III, Section D****Shift Differential - 9131 Station Agents Opening & Closing**

221. Employees in classification 9131 Station Agent assigned to open or close a "Covered Station" shall receive a premium of two and one half percent (2.50%) of base rate pay for each hour actually worked during the shift when the employee opens or closes a Covered Station. The following stations are Covered Stations: West Portal, Castro, Church, Van Ness, Civic Center, Powell Street, Montgomery, and Embarcadero, Chinatown-Rose Pak, Union Square, and Yerba Buena/Moscone. This premium is limited to 9131 Station Agents at covered stations who open and close those stations. SFMTA shall provide one (1) designated parking spot for Station Agents who open or close Forest Hill Station. Station Agents who open a station are those Agents who start working before the station opens for revenue service. Station Agents who close a station are those Agents who work after a station closes and revenue service ends. ~~If the SFMTA opens new stations during the term of this Agreement, then the station opening or closing premium shall apply to these newly opened stations.~~

FOR THE SFMTA

 4/15/22
Date
Dominique Windberg
Chief Negotiator
SFMTA

FOR THE UNION

 4/15/22
Date
Katharine McDonagh
Chief Negotiator
SEIU, Local 1021 Service Critical

APPROVED AS TO FORM

 4/15/22
Date
Erik Rapoport
Deputy City Attorney

 4-15-22
Date
Trevor Adams
Chapter President, PCOs

italics = moved existing language**bold, double underline** = new language~~*struck-out, italics*~~ = existing language prior section ~~struck-out~~ = removed language



TA – MTA Counter 002 to UP 38 – Assault Reporting

Date: 4/15/22

This Tentative Agreement is entered into with the understanding that it will only become effective and is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

TENTATIVE AGREEMENT

Article VI, Section A

Assault ~~Study~~ Reporting

503. A. Upon written request of the Union, the SFMTA Department of Human Resources agrees to provide a **the Union a quarterly written** report on incidents of assault against SFMTA workers, including information on department and classification of injured employees ~~to the Union which shall be no more often than quarterly.~~ **Additionally, SFMTA will inform the Union via email within 48 hours when a SEIU Local 1021-represented employee is assaulted.**

B. No later than September 1, 2022, the SFMTA and the Union will meet to create a form to allow bargaining unit members to report incidents of assaults.

FOR THE SFMTA

Dominique Windberg
Chief Negotiator
SFMTA

4/15/22

Date

FOR THE UNION

Katharine McDonagh
Chief Negotiator
SEIU, Local 1021 Service Critical

4/15/22

Date

Trevor Adams
Chapter President, PCOs

4-15-22

Date

APPROVED AS TO FORM

Erik Rapoport
Deputy City Attorney

4/15/22

Date

italics = moved existing language

bold, double underline = new language

~~struck out, italics~~ = existing language prior section ~~struck out~~ = removed language



TA MTA Counter 002 to UP 39 – Comfort Standards

Date: 4/14/22

This Tentative Agreement is entered into with the understanding that it will only become effective and is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

TENTATIVE AGREEMENT

Article II Employment Conditions, Section R. COMFORT STANDARDS

179. The SFMTA ~~agrees to encourage departments and the Union to~~ shall meet and confer with the Union on providing adequate lounge, locker, ~~and~~ comfort, and restroom facilities.

180. As part of any new funding proposals for new construction or renovations, SFMTA will include requests for funding designated non-work areas for the purpose of providing restrooms and a location for employees to take their breaks.

FOR THE SFMTA

Dominique Windberg
Chief Negotiator
SFMTA

4/14/22
Date

FOR THE UNION

Katharine McDonagh
Chief Negotiator
SEIU, Local 1021 Service Critical

4/14/22
Date

Trevor Adams
Chapter President, PCOs

4-14-22
Date

APPROVED AS TO FORM

Erik Rapoport
Deputy City Attorney

4/14/22
Date



TA – MTA Counter to UP 42 – Expert Officer Premium

Date: 4/18/22

This Tentative Agreement is entered into with the understanding that it will only become effective and is contingent upon the parties reaching agreement on outstanding issues on or before April 18, 2022.

TENTATIVE AGREEMENT

Article III, Section D

Expert Officer Premium for 8214 Parking Control Officer and 8216 Senior Parking Control Officer

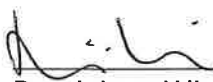
255. Expert Officer Premium: ~~Commencing with the second full pay period in July 2020, a full time~~ A 8214 Parking Control Officer or 8216 Senior Parking Control Officer shall receive an Expert Officer Premium of fifty cents (\$0.50) per hour if the Officer meets all of the following conditions:

- a. The Officer has worked (including any approved leaves of absences) (1) for the previous ten (10) consecutive calendar years as an 8214 Parking Control Officer or (2) for the previous ten (10) consecutive calendar years as an 8214 Parking Control Officer or an 8216 Sr. Parking Control Officer, with at least five of the ten consecutive years as an 8216 Sr. Parking Control Officer in the Enforcement Division;
- b. The Officer was on duty in paid status for at least 1800 hours in the previous calendar year;
- c. The Officer has not been involved in any preventable collisions, as determined by the SFMTA, in the previous calendar year; and
- d. The Officer has no sustained disciplinary findings in the previous calendar year (i.e., a final decision by the SFMTA, or by an arbitrator if grieved).

An Officer must maintain these conditions to continue receiving the premium.

FOR THE SFMTA

FOR THE UNION


Dominique Windberg
Chief Negotiator
SFMTA

4/18/22
Date


Katharine McDonagh
Chief Negotiator
SEIU, Local 1021 Service Critical

4/18/22
Date




SFMTA NEGOTIATIONS 2022

SEIU, Local 1021 Service Critical


Trevor Adams
Chapter President, PCOs

4.18.22
Date

APPROVED AS TO FORM


Erik Rapoport
Deputy City Attorney

4/18/22
Date

italics = moved existing language

bold, double underline = new language

~~struck-out, italics~~ = existing language prior section struck-out = removed language



TA MTA Counter to UP 46 – Inverse Overtime

Date: 4/14/22

This Tentative Agreement is entered into with the understanding that it will only become effective and is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

TENTATIVE AGREEMENT

Article III, Section E. OVERTIME COMPENSATION

264. Whenever possible, available overtime shall be posted a minimum of two (2) weeks in advance. This posting shall include the name of the first eligible employee to sign up for said overtime. The posting shall also include a cut-off date and time for signing up. Once the sign-up has been completed, the names of the employees who are to work the overtime shall be posted. In the event of an insufficient number of volunteers, employees shall be drafted to work the overtime by reverse seniority. If time off in the given pay period is approved prior to inverse posting, and if the employee works the inverse assignment, then the employee shall still receive overtime pay for that pay period.

FOR THE SFMTA

[Signature] 4/14/22
Dominique Windberg Date
Chief Negotiator
SFMTA

FOR THE UNION

[Signature] 4/14/22
Katharine McDonagh Date
Chief Negotiator
SEIU, Local 1021 Service Critical

[Signature] 4-14-22
Trevor Adams Date
Chapter President, PCOs

APPROVED AS TO FORM

[Signature] 4/14/22
Erik Rapoport Date
Deputy City Attorney



**SFMTA NEGOTIATIONS
2022**

SEIU, Local 1021 Service Critical

TA Union Counter to UP 37 – Lead Person Premium

Date: 4/18/22

This Tentative Agreement is entered into with the understanding that it will only become effective and is contingent upon the parties reaching agreement on outstanding issues on or before April 18, 2022.


TENTATIVE AGREEMENT

Article III, Section D

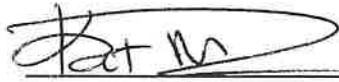
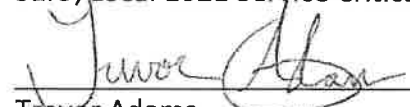
Lead Person Premium

240. Employees shall be entitled to a ~~ten dollar (\$10.00)~~ **fifteen dollar (\$15.00)** per day premium when designated by their supervisor as authorized in writing by the Appointing Officer or designee as a lead person when required to take the lead on any job when at least two employees are working together and one acts as the lead person.

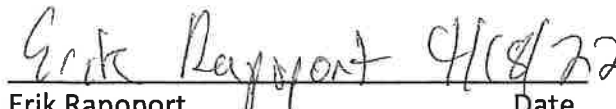
FOR THE SFMTA


Dominique Windberg
Chief Negotiator
SFMTA
4/18/22
Date

FOR THE UNION


Katharine McDonagh
Chief Negotiator
SEIU, Local 1021 Service Critical
4/18/22
Date

Trevor Adams
Chapter President, PCOs
4-18-22
Date

APPROVED AS TO FORM


Erik Rapoport
Deputy City Attorney
4/18/22
Date

italics = moved existing language

bold, double underline = new language

~~struck out, italics~~ = existing language prior section struck out = removed language



TA SFMTA Counter 002 to UP 50 – PCO Attendance Bonus

Date: 4/14/22

This Tentative Agreement is entered into with the understanding that it will only become effective and is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

TENTATIVE AGREEMENT

Article III, Section D. ADDITIONAL COMPENSATION & PREMIUM PAY

Article III, Section D.

Attendance Bonus for 8214 Parking Control Officer and 8216 Senior Parking Control Officer

New Section after paragraph 255

Attendance Bonus: During the second full pay period in January of each year, a full-time 8214 Parking Control Officer or 8216 Senior Parking Control Officer shall receive an Attendance Bonus of \$2,500 per year if the Officer meets all of the following conditions:

- a. The Officer was on duty in paid status for at least 1,850 hours in the previous fiscal year;
- b. The Officer was not involved in any preventable collisions in the previous fiscal year, as determined by the SFMTA; and
- c. The Officer has no sustained discipline, i.e., a final decision by SFMTA or arbitration award if grieved, in the previous fiscal year.

FOR THE SFMTA

Dominique Windberg
Chief Negotiator
SFMTA

4/14/22
Date

FOR THE UNION

Katharine McDonagh
Chief Negotiator
SEIU, Local 1021 Service Critical

4/14/22
Date

Trevor Adams
Chapter President, PCOs

4-14-22
Date



APPROVED AS TO FORM

Erik Rapoport 4/14/2022
Erik Rapoport Date
Deputy City Attorney



TA SFMTA Counter 002 re UP 52 – LMC

Date: 4/15/22

This Tentative Agreement is entered into with the understanding that it will only become effective and is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

TENTATIVE AGREEMENT**Article I, Section K. SFMTA SERVICE CRITICAL LABOR MANAGEMENT COMMITTEE**

(San Francisco Municipal Transportation Agency Service Critical (SFMTA) Labor Management Committee) *renew*

*The SFMTA and the Union understand and agree that it is the objective of all parties to provide quality services to residents in a work environment that is safe for employees and in which employees' concerns about their terms and conditions are discussed and addressed. To promote these shared goals, the parties agree to establish a SFMTA Labor Management Committee for SEIU-represented employees (the "SEIU-SFMTA LMC"). This agreement pertains only to SEIU-represented Service Critical employees of the SFMTA. ~~This agreement formalizes and amends the existing LMC at SFMTA.~~ *renew**

a. Membership: *The SEIU-SFMTA LMC shall be composed of the Director of the SFMTA or designee and a maximum of 13 core members appointed by the Union. Additionally, the Director or designee shall be permitted to bring additional management personnel as needed, including representatives of the SF Police Department and District Attorney. Upon the request of either the Union or SFMTA, DHR shall send a representative. Additional subject matter experts shall be permitted to attend meetings as necessary. Bargaining unit employees shall be released in advance of any meeting for reasonable caucus time and to attend the meeting, and employees shall not lose any wages or benefits for their attendance at the meeting.*

b. Purpose: *The purpose of the SEIU-SFMTA LMC is to identify, discuss, and address issues surrounding SEIU-represented employees' terms and conditions in a constructive manner. The SEIU-SFMTA LMC members will investigate concerns that are brought to their attention and attempt to make unanimous recommendations to address concerns. The SFMTA shall promptly implement those recommendations made by the SEIU-SFMTA LMC members as long as any such recommendations are consistent with the San Francisco Charter, Codes,*

Civil Service Rules, SFMTA policies, other applicable law, and provisions of this Agreement.

c. Meeting: *The SEIU-SFMTA LMC shall meet on a monthly basis starting the month following ratification of this Agreement. The meetings shall normally be scheduled for the first Wednesday of each month, unless a different date in the month is mutually agreed upon by the SFMTA and the Union. Additionally, the regularly scheduled meeting may be canceled by mutual agreement of the Union and SFMTA. No later than seven (7) calendar days prior to the scheduled meeting, the SFMTA and the Union shall provide each other with their proposed agenda items to be discussed at the meeting. Other items shall not be discussed absent mutual agreement. The meetings shall be scheduled to last at least one (1) hour and in no event shall they last more than two (2) hours unless all members agree to extend the meeting.*

d. Dispute Resolution: *At all times the SEIU-SFMTA LMC shall try to resolve issues through unanimous consensus. In the event there is no consensus, either party may request in writing within two weeks after the last meeting at which the issue was discussed, that the issue be submitted to mediation. The Mediator shall be asked to meet only with the members of the SEIU-SFMTA LMC within fourteen (14) days or as soon as the Mediator is available at a location agreed to by the parties. The Mediator shall be empowered to listen to the parties' respective positions and to make a recommendation to the members of the SEIU-SFMTA LMC at the conclusion of the mediation, or no later than one week after, unless the parties mutually agree to give the Mediator additional time. The recommendation issued by the Mediator shall be in writing and deemed advisory in nature. The members of the SEIU-SFMTA LMC may, by mutual agreement, implement the Mediator's recommendation and the parties shall thereafter work together to make that implementation successful. If the Mediator's recommendation is not approved by mutual agreement of the SEIU-SFMTA LMC, the matter may be revisited by the SEIU-SFMTA LMC at a later date if mutually agreed to by the parties.*

e. Mediator: *A Mediator shall be requested from the State Mediation and Conciliation Service unless the parties mutually agree to a different Mediator. No transcript or other recording of the mediation shall be made and the mediation shall be considered a part of the SEIU-SFMTA LMC process. Under no circumstances shall a Mediator be required to testify concerning the mediation. If there is a cost for the services of the Mediator, the parties shall jointly bear that expense.*

f. Resolution: *The parties agree that either party may file a grievance regarding any failure by the other party to fulfill any procedural obligation that arises under this ~~provision~~ Section. Grievances under this ~~provision~~ Section shall commence at Step IV.*

g. *Nothing in this ~~provision~~ Section shall abridge or otherwise modify any right guaranteed by another provision of this Agreement.*



...

San Francisco Municipal Transportation Agency Service Critical (SFMTA) Labor Management Committee

SFMTA SERVICE CRITICAL LABOR MANAGEMENT COMMITTEE

The SFMTA and the Union understand and agree that it is the objective of all parties to provide quality services to residents in a work environment that is safe for employees and in which employees' concerns about their terms and conditions are discussed and addressed. To promote these shared goals, the parties agree to establish a SFMTA Labor Management Committee for SEIU-represented employees (the "SEIU-SFMTA LMC"). This agreement pertains only to SEIU-represented Service Critical employees of the SFMTA. This agreement formalizes and amends the existing LMC at SFMTA. *Unitized it*

a. Membership: The SEIU-SFMTA LMC shall be composed of the Director of the SFMTA or designee and a maximum of 13 core members appointed by the Union. Additionally, the Director or designee shall be permitted to bring additional management personnel as needed, including representatives of the SF Police Department and District Attorney. Upon the request of either the Union or SFMTA, DHR shall send a representative. Additional subject matter experts shall be permitted to attend meetings as necessary. Bargaining unit employees shall be released in advance of any meeting for reasonable caucus time and to attend the meeting, and employees shall not lose any wages or benefits for their attendance at the meeting.

b. Purpose: The purpose of the SEIU-SFMTA LMC is to identify, discuss, and address issues surrounding SEIU-represented employees' terms and conditions in a constructive manner. The SEIU-SFMTA LMC members will investigate concerns that are brought to their attention and attempt to make unanimous recommendations to address concerns. The SFMTA shall promptly implement those recommendations made by the SEIU-SFMTA LMC members as long as any such recommendations are consistent with the San Francisco Charter, Codes, Civil Service Rules, SFMTA policies, other applicable law, and provisions of this Agreement.

c. Meeting: The SEIU-SFMTA LMC shall meet on a monthly basis starting the month following ratification of this Agreement. The meetings shall normally be scheduled for the first Wednesday of each month, unless a different date in the month is mutually agreed upon by the SFMTA and the Union. Additionally, the regularly scheduled meeting may be canceled by mutual agreement of the Union and SFMTA. No later than seven (7) calendar days prior to the

italics = moved existing language

bold, double underline = new language

~~*struck-out, italics*~~ = existing language prior section ~~struck-out~~ = removed language

~~scheduled meeting, the SFMTA and the Union shall provide each other with their proposed agenda items to be discussed at the meeting. Other items shall not be discussed absent mutual agreement. The meetings shall be scheduled to last at least one (1) hour and in no event shall they last more than two (2) hours unless all members agree to extend the meeting.~~

~~d. Dispute Resolution: At all times the SEIU-SFMTA LMC shall try to resolve issues through unanimous consensus. In the event there is no consensus, either party may request in writing within two weeks after the last meeting at which the issue was discussed, that the issue be submitted to mediation. The Mediator shall be asked to meet only with the members of the SEIU-SFMTA LMC within fourteen (14) days or as soon as the Mediator is available at a location agreed to by the parties. The Mediator shall be empowered to listen to the parties' respective positions and to make a recommendation to the members of the SEIU-SFMTA LMC at the conclusion of the mediation, or no later than one week after, unless the parties mutually agree to give the Mediator additional time. The recommendation issued by the Mediator shall be in writing and deemed advisory in nature. The members of the SEIU-SFMTA LMC may, by mutual agreement, implement the Mediator's recommendation and the parties shall thereafter work together to make that implementation successful. If the Mediator's recommendation is not approved by mutual agreement of the SEIU-SFMTA LMC, the matter may be revisited by the SEIU-SFMTA LMC at a later date if mutually agreed to by the parties.~~

~~e. Mediator: A Mediator shall be requested from the State Mediation and Conciliation Service unless the parties mutually agree to a different Mediator. No transcript or other recording of the mediation shall be made and the mediation shall be considered a part of the SEIU-SFMTA LMC process. Under no circumstances shall a Mediator be required to testify concerning the mediation. If there is a cost for the services of the Mediator, the parties shall jointly bear that expense.~~

~~f. Resolution: The parties agree that either party may file a grievance regarding any failure by the other party to fulfill any procedural obligation that arises under this provision. Grievances under this provision shall commence at Step IV.~~

~~g. Nothing in this provision shall abridge or otherwise modify any right guaranteed by another provision of this Agreement.~~

For SEIU Local 1021: For the SFMTA and City and County of San Francisco:

John Stead Mendez Date _____ LaWanna Preston, Chief Negotiator Date _____
Executive Director, SEIU Local 1021

David Canham Date _____ Mike Helms Date _____

italics = moved existing language **bold, double underline** = new language
~~struck-out, italics~~ = existing language prior section ~~struck-out~~ = removed language



SFMTA NEGOTIATIONS 2022

SEIU, Local 1021 Service Critical

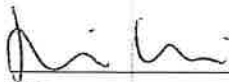
SF Regional Director, SEIU Local 1021 Labor Relations Manager, SFMTA

Approved as to form:

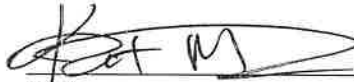
Katharine Porter Date _____ Joseph Bryant Date _____
Chief Labor Attorney Vice President, San Francisco Region

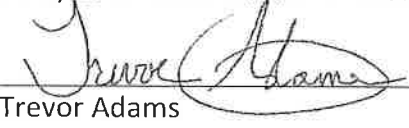
FOR THE SFMTA

FOR THE UNION

 4/15/22

Dominique Windberg Date
Chief Negotiator
SFMTA

 4/15/22

Katharine McDonagh Date
Chief Negotiator
SEIU, Local 1021 Service Critical
 4.15.22

Trevor Adams Date
Chapter President, PCOs

APPROVED AS TO FORM

 4/15/22

Erik Rapoport Date
Deputy City Attorney



TA SFMTA Counter 002 re UP 54 – NEOs

Date: 4/18/22

This Tentative Agreement is entered into with the understanding that it will only become effective and is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

TENTATIVE AGREEMENT

Article I, Section I. UNION ACCESS TO NEW EMPLOYEES PROGRAM

I. Purpose

The purpose of this agreement is to memorialize the rights and obligations of the San Francisco Municipal Transportation Agency (SFMTA or Agency) and the Union in accordance with CA Government Code Sections 3555-3559, through the creation of a single, Agency-wide Union Access to New Employees Program applicable to all SFMTA Divisions and all SFMTA Service-Critical Employee Unions.

II. Notice and Access

- A.** *The Agency shall provide the Union written notice of, and access to, new employee orientations (hereinafter NEOs) as set forth below. It is the Agency's policy that NEOs are mandatory for all newly-hired employees. It is the Agency's intent that NEOs take place as promptly as possible after the first day of employment. Within thirty (30) calendar days of the start of employment, newly-hired employees will be scheduled to attend the next available NEO. NEOs shall be scheduled during an employee's regularly scheduled, paid time. In the event that a newly-hired employee's regular schedule is outside of a scheduled NEO, the Agency may make a one-time adjustment to the employee's work schedule in order to accommodate this requirement.*

In the event an employee does not attend the NEO that the employee was scheduled to attend, said employee will be automatically enrolled to attend the next available NEO. If the employee does not attend the subsequently scheduled NEO, the Union NEO Coordinator may contact the Agency NEO coordinator to arrange a meeting with the employee pursuant to Section E., below.

- B.** *Application:* *New employees include, but are not limited to, newly-hired employees whose positions are permanent, temporary, full-time, part-time, per diem, seasonal, provisional, or as-needed.*

C. Notice

1. Single Point of Contact: The Union agrees to provide the Agency with a single point of contact (hereinafter, Union NEO Coordinator) and the Agency agrees to provide the Union with a single point of contact for each Agency (hereinafter, Agency NEO Coordinator), which will be updated by the Agency and the Union on an as-needed basis.

2. Notice of Schedule: For any NEO that takes place on a regular, recurring schedule, the Agency shall be responsible for providing annual notice to the Union. For NEOs that are not offered on a regular, recurring schedule, the Agency shall provide no less than ten (10) business days' notice. Said notices shall be provided by email, to the Union NEO Coordinator. This requirement shall apply to all NEOs in which Agency personnel provide newly-hired employees with information regarding employment status, rights, benefits, duties, responsibilities, or any other employment-related matters.

3. Notice of Enrollment: Notice shall include a list of new employees represented by the Union scheduled to attend the NEO. The Agency will provide additional identifying information including, but not limited to, classification and unit/division. The Agency shall provide the foregoing information no less than five (5) business days prior to the NEO taking place. The Agency will make best efforts to notify the Union NEO Coordinator of any last-minute changes. Onboarding of individual employees for administrative purposes is excluded from this notice requirement.

D. Access and Presentation: At all NEOs, the Union shall be afforded thirty (30) minutes to meet with represented new employees who are present, unless the Union's Memorandum of Understanding (MOU) provides for more than thirty (30) minutes. The right of the Union to meet with newly-hired employees is limited to only those employees whose classifications fall within the Union's bargaining unit. The Agency shall ensure privacy for the Union's orientation, and it shall take place without Agency representatives present. This requirement can be met by providing either a private room or a portion of a room with sufficient distance from other activities in the room to limit disruption. The Agency shall be responsible for including Union presentations on the agenda. The Union's presentation shall occur prior to any meal break, and will not be conducted during a scheduled break time. At least one (1) of the Union's representatives may be a Union member designated by the Union. Such member(s) shall be released to attend under the terms and conditions specified in the MOU. If not otherwise provided for in the MOU, the Union may request release of a Union-designated member to attend the NEO. Release time shall not be unreasonably withheld. Said request shall be made to the Employee Relations Division no less than two (2) business days in advance of the

scheduled NEO. The Union agrees to limit its presentation to only those matters stated in Section F., below.

- E. *Alternate Procedures:* *In the event the Union identifies one or more new employees who did not attend the Union's presentation as described in Section A or D., above, the Union may contact the Agency NEO coordinator to schedule a mutually-agreeable thirty (30) minute time slot for the Union to meet privately with the new employee(s). If the number of such identified employees is five (5) or more at a particular location, the Union NEO Coordinator and Agency NEO Coordinator will work together to schedule a mutually agreeable thirty (30) minute time slot for the private meeting. At least one (1) of the Union's representatives may be a Union member designated by the Union, and such member shall be released to attend under the terms and conditions specified in the MOU.*

If not otherwise provided for in the MOU, the Union may request release of a Union designated member as provided for in Section D., above. This alternate procedure shall also apply to any employee who has promoted or transferred into the bargaining unit.

1. *The Union NEO Coordinator shall coordinate with the new employee(s) referenced in the preceding paragraph and the Agency NEO Coordinator to schedule a thirty (30) minute meeting during normally scheduled hours, which shall not be during employee's break or meal period, for the Union representative(s) to meet privately with, and provide materials and information to, the new employee(s). Agency representatives shall not be present during said meeting. The Union agrees to limit its presentation to only those matters stated in Section G., below.*
 2. *In the event the proposed time cannot be accommodated, the Union NEO Coordinator and the Agency NEO Coordinator shall work together to find a mutually agreeable time within ten (10) business days of the Union's request.*
- F. *Process for Periodic Union Orientations:* *By mutual agreement, the Union NEO Coordinator and the Agency NEO Coordinator may schedule periodic thirty (30) minute Union orientations. Periodic Union orientations may be scheduled on an every other month, quarterly, or other basis.*
- G. *Union Orientation Presentations:* *The Union agrees to limit its presentation to a general introduction to its organization, history, by-laws, and benefits of membership. The Union agrees not to engage in campaigning on behalf of an individual running for public elected office and ballot measures during the NEO, or other topics that would be considered beyond general discussion on the benefits of Union membership.*

III. Data Provisions

Subject to the limitations contained in CA Government Code Section 3558, the Agency shall provide the Union with all required information on newly-hired employees to the extent it is made available to the Agency. In addition, within ten (10) business days of the conclusion of each NEO, the Agency agrees to provide the Union with a stand-alone report containing a list of employees, including classification code and unit/division, who were scheduled to, but did not attend each NEO.

IV. Hold Harmless

The Union agrees to hold the Agency harmless for any disputes that arise between the Union and any new employee over application of this Agreement Section.

...

APPENDIX A: UNION ACCESS TO NEW EMPLOYEES PROGRAM

I. Purpose

The purpose of this agreement is to memorialize the rights and obligations of the San Francisco Municipal Transportation Agency (SFMTA or Agency) and the Union in accordance with CA Government Code Sections 3555-3559, through the creation of a single, Agency-wide Union Access to New Employees Program applicable to all SFMTA Divisions and all SFMTA Service-Critical Employee Unions.

II. Notice and Access

A. The Agency shall provide the Union written notice of, and access to, new employee orientations (hereinafter NEOs) as set forth below. It is the Agency's policy that NEOs are mandatory for all newly-hired employees. It is the Agency's intent that NEOs take place as promptly as possible after the first day of employment. Within thirty (30) calendar days of the start of employment, newly-hired employees will be scheduled to attend the next available NEO. NEOs shall be scheduled during an employee's regularly scheduled, paid time. In the event that a newly-hired employee's regular schedule is outside of a scheduled NEO, the Agency may make a one-time adjustment to the employee's work schedule in order to accommodate this requirement.

In the event an employee does not attend the NEO that the employee was scheduled to attend, said employee will be automatically enrolled to attend the next available NEO. If the employee does not attend the subsequently scheduled NEO, the Union NEO Coordinator may contact the Agency NEO coordinator to arrange a meeting with the

italics = moved existing language

bold, double underline = new language

~~struck-out, italics~~ = existing language prior section ~~struck-out~~ = removed language

employee pursuant to Section E., below.

B. Application: New employees include, but are not limited to, newly hired employees whose positions are permanent, temporary, full-time, part-time, per diem, seasonal, provisional, or as-needed.

C. Notice

1. Single Point of Contact: The Union agrees to provide the Agency with a single point of contact (hereinafter, Union NEO Coordinator) and the Agency agrees to provide the Union with a single point of contact for each Agency (hereinafter, Agency NEO Coordinator), which will be updated by the Agency and the Union on an as-needed basis.

2. Notice of Schedule: For any NEO that takes place on a regular, recurring schedule, the Agency shall be responsible for providing annual notice to the Union. For NEOs that are not offered on a regular, recurring schedule, the Agency shall provide no less than ten (10) business days' notice. Said notices shall be provided by email, to the Union NEO Coordinator. This requirement shall apply to all NEOs in which Agency personnel provide newly hired employees with information regarding employment status, rights, benefits, duties, responsibilities, or any other employment-related matters.

3. Notice of Enrollment: Notice shall include a list of new employees represented by the Union scheduled to attend the NEO. The Agency will provide additional identifying information including, but not limited to, classification and unit/division. The Agency shall provide the foregoing information no less than five (5) business days prior to the NEO taking place. The Agency will make best efforts to notify the Union NEO Coordinator of any last-minute changes. Onboarding of individual employees for administrative purposes is excluded from this notice requirement.

D. Access and Presentation: At all NEOs, the Union shall be afforded thirty (30) minutes to meet with represented new employees who are present, unless the Union's Memorandum of Understanding (MOU) provides for more than thirty (30) minutes. The right of the Union to meet with newly hired employees is limited to only those employees whose classifications fall within the Union's bargaining unit. The Agency shall ensure privacy for the Union's orientation, and it shall take place without Agency representatives present.

This requirement can be met by providing either a private room or a portion of a room with sufficient distance from other activities in the room to limit disruption. The Agency shall be responsible for including Union presentations on the agenda. The Union's presentation shall occur prior to any meal break, and will not be conducted during a scheduled break time. At least one (1) of the Union's representatives may be a Union member designated by the Union. Such member(s) shall be released to attend under the terms and conditions specified in the MOU. If not otherwise provided for in the MOU, the Union may request release of a Union-designated member to attend the NEO. Release time shall not be unreasonably withheld. Said request shall

~~be made to the Employee Relations Division no less than two (2) business days in advance of the scheduled NEO. The Union agrees to limit its presentation to only those matters stated in Section F., below.~~

~~E. Alternate Procedures: In the event the Union identifies one or more new employees who did not attend the Union's presentation as described in Section A or D., above, the Union may contact the Agency NEO coordinator to schedule a mutually agreeable thirty (30) minute time slot for the Union to meet privately with the new employee(s). If the number of such identified employees is five (5) or more at a particular location, the Union NEO Coordinator and Agency NEO Coordinator will work together to schedule a mutually agreeable thirty (30) minute time slot for the private meeting. At least one (1) of the Union's representatives may be a Union member designated by the Union, and such member shall be released to attend under the terms and conditions specified in the MOU. If not otherwise provided for in the MOU, the Union may request release of a Union designated member as provided for in Section D., above. This alternate procedure shall also apply to any employee who has promoted or transferred into the bargaining unit.~~

~~1. The Union NEO Coordinator shall coordinate with the new employee(s) referenced in the preceding paragraph and the Agency NEO Coordinator to schedule a thirty (30) minute meeting during normally scheduled hours, which shall not be during employee's break or meal period, for the Union representative(s) to meet privately with, and provide materials and information to, the new employee(s). Agency representatives shall not be present during said meeting. The Union agrees to limit its presentation to only those matters stated in Section G., below.~~

~~2. In the event the proposed time cannot be accommodated, the Union NEO Coordinator and the Agency NEO Coordinator shall work together to find a mutually agreeable time within ten (10) business days of the Union's request.~~

~~F. Process for Periodic Union Orientations: By mutual agreement, the Union NEO Coordinator and the Agency NEO Coordinator may schedule periodic thirty (30) minute Union orientations. Periodic Union orientations may be scheduled on an every other month, quarterly, or other basis.~~

~~G. Union Orientation Presentations: The Union agrees to limit its presentation to a general introduction to its organization, history, by laws, and benefits of membership. The Union agrees not to engage in campaigning on behalf of an individual running for public elected office and ballot measures during the NEO, or other topics that would be considered beyond general discussion on the benefits of Union membership.~~

~~III. Data Provisions~~

~~Subject to the limitations contained in CA Government Code Section 3558, the Agency shall provide the Union with all required information on newly hired employees to the extent it is~~

italics = moved existing language

bold, double underline = new language

~~struck out, italics~~ = existing language prior section ~~struck out~~ = removed language



SFMTA NEGOTIATIONS 2022

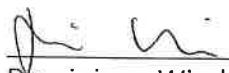
SEIU, Local 1021 Service Critical

~~made available to the Agency. In addition, within ten (10) business days of the conclusion of each NEO, the Agency agrees to provide the Union with a stand-alone report containing a list of employees, including classification code and unit/division, who were scheduled to, but did not attend each NEO.~~

IV. Hold Harmless

~~The Union agrees to hold the Agency harmless for any disputes that arise between the Union and any new employee over application of this Agreement.~~

FOR THE SFMTA

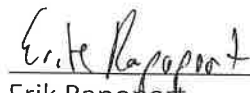
 4/15/22
Date
Dominique Windberg
Chief Negotiator
SFMTA

FOR THE UNION

 4/15/22
Date
Katharine McDonagh
Chief Negotiator
SEIU, Local 1021 Service Critical

 4.15.22
Date
Trevor Adams
Chapter President, PCOs

APPROVED AS TO FORM

 4/15/22
Date
Erik Rapoport
Deputy City Attorney



TA – MTA Counter to UP 56 – Fixed Post

Date: 4/18/22

This Tentative Agreement is entered into with the understanding that it will only become effective and is contingent upon the parties reaching agreement on outstanding issues on or before April 18, 2022.

TENTATIVE AGREEMENT

Article III, Section D. ADDITIONAL COMPENSATION & PREMIUM PAY

Fixed Post ~~Premium~~ Pay for 8214/8216 Parking Control Officers

254. Employees in the Classes 8214 Parking Control Officer and 8216 Senior Parking Control Officer engaged in intersection and/or traffic control duty, shall be paid a seven and one-half percent (7.5%) premium for the duration of such activity until such time that the base wage adjustment described in paragraph 254a below goes into effect, at which point the fixed post premium will cease.

254a. Effective June 30, 2024, employees in the 8214 Parking Control Officer and 8216 Sr. Parking Control Officer classifications shall receive an increase of three percent (3%) to the base rate for engaging in intersection and/or traffic control duty.

254b. If the March 2023 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2023-2024 that exceeds \$300 million, then the three percent (3%) base wage adjustment due on June 30, 2024, will be delayed by approximately six (6) months, to be effective close of business January 1, 2025. If the three percent (3%) base wage adjustment is delayed under this paragraph, the parties shall include the language above in a successor memorandum of understanding submitted to the SFMTA Board under Charter section 8A.104, which shall make it effective.

FOR THE SFMTA

FOR THE UNION



Dominique Windberg
Chief Negotiator
SFMTA

4/18/22

Date



Katharine McDonagh
Chief Negotiator
SEIU, Local 1021 Service Critical

4/18/22

Date

italics = moved existing language

bold, double underline = new language

~~*struck-out, italics*~~ = existing language prior section ~~struck-out~~ = removed language




SFMTA NEGOTIATIONS 2022

SEIU, Local 1021 Service Critical

 4-18-22
Trevor Adams Date
Chapter President, PCOs

APPROVED AS TO FORM

 4/18/22
Erik Rapoport Date
Deputy City Attorney

italics = moved existing language

bold, double underline = new language

~~*struck-out, italics*~~ = existing language prior section struck-out = removed language



SFMTA NEGOTIATIONS 2022

SEIU, Local 1021 Service Critical

TA – MTA Counter to UP 58 – Weekend Premiums

Date: 4/10/22

This Tentative Agreement is entered into with the understanding that it will only become effective and is contingent upon the parties reaching agreement on outstanding issues on or before April 18, 2022.

TENTATIVE AGREEMENT

On July 1, 2022, the SFMTA will increase the base wage rate for the 9102 Transit Car Cleaner, 9104 Transit Car Cleaner Assistant Supervisor, 9110 Fare Collections Receiver, 9116 Senior Fare Collections Receiver, 9117 Principal Fare Collections Receiver, 9126 Transit Checker, 9128 Senior Transit Traffic Checker, and 9131 Station Agent by one percent (1%).

FOR THE SFMTA

Dominique Windberg
Chief Negotiator
SFMTA

4/10/22

Date

FOR THE UNION

Katharine McDonagh
Chief Negotiator
SEIU, Local 1021 Service Critical

4/18/22

Date

Trevor Adams
Chapter President, PCOs

4.18.22

Date

APPROVED AS TO FORM

Erik Rapoport
Deputy City Attorney

4/18/22

Date

italics = moved existing language

bold, double underline = new language

~~struck-out, italics~~ = existing language prior section ~~struck-out~~ = removed language



TA – MTA Counter to UP 63 – PCO Step Equity

Date: 4/18/22

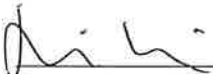
This Tentative Agreement is entered into with the understanding that it will only become effective and is contingent upon the parties reaching agreement on outstanding issues on or before April 18, 2022.

TENTATIVE AGREEMENT

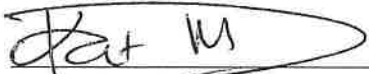
New Section. Step Equity for 8214 Parking Control Officer and 8216 Sr. Parking Control Officer

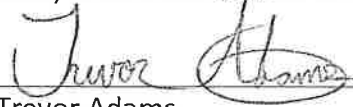
Effective July 1, 2023, the salary steps for employees in the 8214 Parking Control Officer and 8216 Sr. Parking Control Officer classifications shall maintain at least a 5% difference between each step. To implement this, SFMTA shall lower the Step 1 salary by 2% for all employees hired after July 1, 2023 and raise the Step 7 salary by 2%.

FOR THE SFMTA

 4/18/22
Date
Dominique Windberg
Chief Negotiator
SFMTA

FOR THE UNION

 4/18/22
Date
Katharine McDonagh
Chief Negotiator
SEIU, Local 1021 Service Critical

 4-18-22
Date
Trevor Adams
Chapter President, PCOs

APPROVED AS TO FORM

 4/18/22
Date
Erik Rapoport
Deputy City Attorney



TA SFMTA Counter 002 re UP 64 – Reasonable Accommodation

Date: 4/14/22

This Tentative Agreement is entered into with the understanding that it will only become effective and is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

TENTATIVE AGREEMENT**Article II – Employment Conditions, Section A. NO DISCRIMINATION****Reasonable Accommodation**

65. If there is a conflict between a proposed accommodation and this Agreement, the SFMTA will notify the Union and, upon request, meet with the Union within ten (10) business days to attempt to resolve the issue. The parties may extend this time limit by mutual agreement. During the reasonable accommodation process, an employee has the right, upon request, to Union representation. The SFMTA shall confirm receipt of the accommodation request within seven (7) calendar days.

68. Following a reasonable period of time after the employee has submitted the information required (or requested by the SFMTA, if the process is initiated by the SFMTA), for a reasonable accommodation, but not later than thirty (30) days, the SFMTA shall provide a written response to the employee's reasonable accommodation request. The written response shall include an update on the status of the employee's request. When the SFMTA grants an accommodation, the SFMTA shall provide a written description of the accommodation to the employee. If no accommodation is granted, ~~upon request~~ the SFMTA shall provide a written reason for the denial to the employee. If no accommodation in the employee's current assignment is possible, the ~~Employer~~ SFMTA HR shall evaluate alternative job assignments for possible accommodation. While the employee's request for reasonable accommodation is pending, the ~~Employer~~ SFMTA shall make every reasonable effort to provide a modified work duty assignment pursuant to the provisions of VII. B. Return to Work, of this Agreement.

FOR THE SFMTA

FOR THE UNION

Dominique Windberg
Chief Negotiator4/14/22
DateKatharine McDonagh
Chief Negotiator4/14/22
Date

italics = moved existing language **bold, double underline** = new language
~~struck-out, italics~~ = existing language prior section ~~struck-out~~ = removed language



SFMTA NEGOTIATIONS 2022

SEIU, Local 1021 Service Critical

SFMTA

SEIU, Local 1021 Service Critical

Trevor Adams 4.14.22
Trevor Adams Date
Chapter President, PCOs

APPROVED AS TO FORM

Erik Rapoport 4/14/2022
Erik Rapoport Date
Deputy City Attorney



TA SFMTA Counter 002 to UP 65 – Tuition Reimbursement

Date: 4/14/22

This Tentative Agreement is entered into with the understanding that it will only become effective and is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

TENTATIVE AGREEMENT**Article V, Section B. TUITION REIMBURSEMENT**

470. Budget.

The SFMTA agrees to allocate ~~seven thousand five hundred dollars (\$7500)~~ ten thousand dollars (\$10,000) per each year of this agreement to the Tuition Reimbursement Program. Unused funds shall not be carried forward to the next fiscal year.

472. Eligible Expenses.

Until such funds are exhausted, and subject to approval by the Appointing Officer or appropriate designee, an eligible employee may utilize up to a maximum of ~~\$500~~ \$1,000 per fiscal year for tuition, registration fees, books, professional conferences, professional association memberships, professional journal subscriptions, professional certifications, and licenses relevant to the employee's current classification. Solely at the discretion of the Appointing Officer or designee, such funds may be supplemented with department funds budgeted for training. All expenses must be relevant to the employee's current classification or a classification to which the employee might reasonably expect to be promoted. No reimbursement shall be made for expenses that are eligible for reimbursement under a Federal or State Veterans benefit program or from other public funds. Upon request, the SFMTA will make best efforts to assist the employee to request reimbursement for eligible expenses.


473. Pre-Approval.

Application for reimbursement shall be prepared on a form provided by the SFMTA Department of Human Resources. Courses require pre-approval by the Appointing Officer (or designee), and the SFMTA Human Resources Department, ~~neither of which~~ shall not 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 Appointing Officer (or designee) and the SFMTA Human Resources Department, reimbursement shall be ~~subject to~~ paid upon successful completion of the course.



FOR THE SFMTA


FOR THE UNION



Dominique Windberg
Chief Negotiator
SFMTA

4/14/22

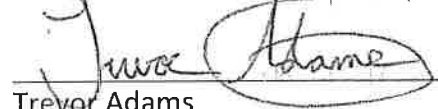
Date



Katharine McDonagh
Chief Negotiator
SEIU, Local 1021 Service Critical

4/14/22

Date

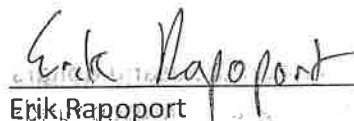


Trevor Adams
Chapter President, PCOs

4.14.22

Date

APPROVED AS TO FORM



Eirik Rapoport
Deputy City Attorney

4/14/2022

Date



TA Union Counter 2 re UP 70 - TEX Pathways

Date: 4/16/22

This Tentative Agreement is entered into with the understanding that it will only become effective and is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

TENTATIVE AGREEMENT

SIDE LETTER AGREEMENT RE: HIRING

The parties are entering into this side letter to identify and set in motion, to the extent permissible under the San Francisco City Charter and Civil Service Rules, expedited selection processes to address the SFMTA's current vacancy rate in permanent civil service positions and reliance on project-based (Charter section 10.104.18) positions. Given the significant number of vacancies, expected retirements, and reliance on overtime and temporary employees, the parties recognize the urgency to make changes to the SFMTA's hiring processes in order to best deliver critical services to the public.

First, the SFMTA Human Resources is committed to using existing tools and resources to streamline SFMTA hiring processes, including:

- eliminating unnecessary administrative approvals for a position request to fill (RTF);
- expanding the use of online on-demand exams and continuous class-based testing;
- modifying or adopting new screening and assessment tools to evaluate applicants for entry-level and promotional exams; and
- streamlining hiring selection and approval processes to deliver qualified candidates to departments more quickly.

Second, the parties recognize that under Charter section 10.101, the Civil Service Commission has the legal authority to establish examination and appointment rules, and many of those rules must either be amended, updated or rescinded to provide a merit-based system that better serves applicants, SFMTA employees and departments.

The SFMTA and Union agree to meet as soon as practicable to discuss making joint proposals to the Civil Service Commission, consistent with proposals that may be made by the City's Human Resources Director, to the hiring improvement process changes described above and amendments that will make it easier for Charter Section 10.104.18 (Category 18) employees to seek Permanent Civil Service (PCS) appointments.




SFMTA NEGOTIATIONS 2022



SEIU, Local 1021 Service Critical

Nothing in this side letter shall prevent either party from proposing rule changes, making recommendations, or taking other actions at the Civil Service Commission outside of the process set forth in this side letter to streamline SFMTA hiring processes.

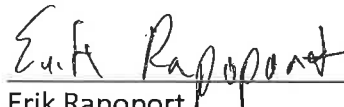
FOR THE SFMTA

 4/16/22
Date
Dominique Windberg
Chief Negotiator
SFMTA

FOR THE UNION

 4/15/22
Date
Katharine McDonagh
Chief Negotiator
SEIU, Local 1021 Service Critical
 4-15-22
Date
Trevor Adams
Chapter President, PCOs

APPROVED AS TO FORM

 4/16/22
Date
Erik Rapoport
Deputy City Attorney



TA SFMTA Counter 004 re UP 72 – Career Ladders

Date: 4/15/22

This Tentative Agreement is entered into with the understanding that it will only become effective and is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

TENTATIVE AGREEMENT

SIDE LETTER AGREEMENT

RE: WORKFORCE DEVELOPMENT AND CAREER LADDERS

1. Career Ladders and Upward Mobility:

a. The SFMTA will make best efforts to highlight promotional pathways, career ladders, and career lattices to promote upward mobility in the SFMTA workforce.

b. By July 1, 2023, the SFMTA will post on the SFMTA portal a document that lists all of the classification groupings within the SFMTA's classification plan. New classes will be added to the posted document as they are established within the classification plan where applicable. The SFMTA will allocate resources and tools to illustrate career progression opportunities for SFMTA employees, and will make these resources available through the SFMTA Human Resources Intranet.

2. Career Ladders Labor Management Committee: The Union and the SFMTA shall form a labor management committee on Career Ladders and Job Classification to:

a. Review classifications to promote career ladders and realign job descriptions to highlight promotional pathways;

b. Identify barriers and develop recommendations for career ladder and career lattice progressions; and

c. Make recommendations to the Civil Service Commission and Board of Directors regarding career ladders.

The Committee will meet quarterly during the term of this agreement and be comprised of five (5) members of the Union and five (5) SFMTA representatives. Release time shall be provided for attending Committee meetings.




3. Workforce Development: The SFMTA recognizes the value and importance of its workforce. Subject to SFMTA HR securing sufficient funding and staff to provide these services, the SFMTA will support the efforts of employees who choose to seek promotional opportunities by promoting educational opportunities.

4. Career Counseling: Subject to SFMTA HR securing sufficient funding and staff to provide these services, the SFMTA shall provide career counseling services to employees, including SmartRecruiters job application support, identification of education opportunities and best practices for application submission. As resources allow, the SFMTA will provide career counseling in the form of one on one group sessions and will prioritize providing such services to those employees in lower level classifications and temporary positions who face limited opportunities for career growth and advancement.

5. Permanent Civil Service and Charter Section 10.104.18 employees are entitled to four (4) hours of release time annually to attend SFMTA workforce development and in-service trainings. The SFMTA shall provide workforce development and in-service trainings in multiple formats, including virtual and in-person trainings.

6. Labor-Management Educational Coordination Working Group: No later than December 31, 2022, the Union and the SFMTA agree to investigate the feasibility of creating a labor-management working group to discuss the coordination and promotion of SFMTA programs and resources that support employee career education and development, including continuing education, career counseling, and labor-management apprenticeships.

FOR THE SFMTA

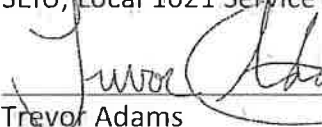

Dominique Windberg
Chief Negotiator
SFMTA

4/15/22
Date

FOR THE UNION


Katharine McDonagh
Chief Negotiator
SEIU, Local 1021 Service Critical

4/15/22
Date


Trevor Adams
Chapter President, PCOs

4.15.22
Date

APPROVED AS TO FORM

italics = moved existing language
~~struck-out, italics~~ = existing language prior section **bold, double underline** = new language
~~struck-out~~ = removed language



SFMTA NEGOTIATIONS 2022

SEIU, Local 1021 Service Critical

Erik Rapoport

Erik Rapoport

Deputy City Attorney

4/15/22

Date

italics = moved existing language

bold, double underline = new language

~~*struck out, italics*~~ = existing language prior section ~~struck out~~ = removed language



TA SFMTA Counter 2 to UP 75 – Joint Committee

Date: 4/15/22

This Tentative Agreement is entered into with the understanding that it will only become effective and is contingent upon the parties reaching agreement on outstanding issues on or before April 15, 2022.

TENTATIVE AGREEMENT


Article VI, Section A

Joint SEIU Labor-Management Occupational Health and Safety Committee

505. The SFMTA agrees to participate, on behalf of service critical employees at the SFMTA, as part of the Joint Labor Management Occupational Health and Safety Committee when such a committee is established by the City.

506. The SFMTA and Union agree to create a Joint Labor Management Health and Safety Committee. Employees shall be eligible for paid release time to attend committee meetings during the employee's regular work hours. The parties shall meet no later than December 31, 2022.

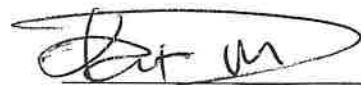
FOR THE SFMTA



Dominique Windberg
Chief Negotiator
SFMTA

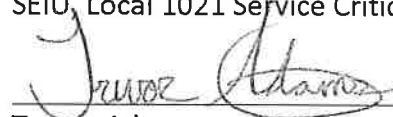
4/15/22
Date

FOR THE UNION



Katharine McDonagh
Chief Negotiator
SEIU, Local 1021 Service Critical

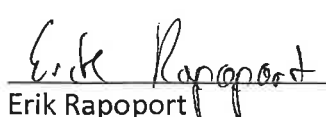
4/15/22
Date



Trevor Adams
Chapter President, PCOs

4-15-22
Date

APPROVED AS TO FORM



Erik Rapoport
Deputy City Attorney

4/15/22
Date



TA – Class Study

Date: 4/10/22

This Tentative Agreement is entered into with the understanding that it will only become effective and is contingent upon the parties reaching agreement on outstanding issues on or before April 18, 2022.

TENTATIVE AGREEMENT

SIDE LETTER AGREEMENT

RE: CLASSIFICATION STUDIES AND EQUITY ADJUSTMENTS

In order to address recruitment and retention problems, compaction in the compensation of related classifications, and disparities in compensation between employees performing similar work, the parties agree to conduct classification studies on the classifications listed below during the term of this Agreement (MOU effective July 1, 2022). The studies shall also consider the compensation of other classifications in the SFMTA and City performing similar work, the compensation of related classifications in the series, the compensation of supervisory classifications in relationship to compensation of their subordinate classifications, and changed/increased duties since the last study of a classification.

Once SFMTA/City has completed each study, the parties shall meet and discuss the results, including compensation adjustments and amendments to classification specifications. The Union intends to conduct its own classification study and present the study and additional evidence to SFMTA/City. The studies shall be initiated not later than August 1, 2023. No classification or employee shall have compensation reduced as a result of this Side Letter Agreement.

The parties shall make their best efforts to reach agreement on compensation adjustments and amendments to classification specifications. If any changes agreed by the parties in this process must go before the Civil Service Commission, the parties agree to jointly recommend the changes to the Civil Service Commission.

The meet and discuss process shall be completed not later than January 1, 2024. By mutual agreement, the parties may add classifications not listed below to be studied under this Side Letter Agreement.

The classifications to be studied are:

8214 Parking Control Officer

italics = moved existing language

bold, double underline = new language

~~struck-out, italics~~ = existing language prior section struck-out = removed language



SFMTA NEGOTIATIONS 2022

SEIU, Local 1021 Service Critical

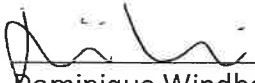
8216 Senior Parking Control Officer

9110 Fare Collections Receiver

9116 Senior Fare Collections Receiver

9104 Transit Car Cleaner Assistant Supervisor

FOR THE SFMTA


 4/18/22
Date
Dominique Windberg
Chief Negotiator
SFMTA

FOR THE UNION

 4/18/22
Date
Katharine McDonagh
Chief Negotiator
SEIU, Local 1021 Service Critical

 4.18.22
Date
Trevor Adams
Chapter President, PCOs

APPROVED AS TO FORM

 4/18/22
Date
Erik Rapoport
Deputy City Attorney

italics = moved existing language

bold, double underline = new language

~~struck out, italics~~ = existing language prior section struck out = removed language