

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY -- MTA

Dept. Code: MTA

Type of Request:  Initial  Modification of an existing PSC (PSC # \_\_\_\_\_)

Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)

Type of Service: Parking Permit Processing and Payment System

Funding Source: Operating Funds

PSC Duration: 7 years 2 days

PSC Amount: \$3,500,000

**1. Description of Work**

A. Scope of Work/Services to be Contracted Out:

The San Francisco Municipal Transportation Agency (SFMTA) will be procuring a Parking Permit Management System (PPMS) that will allow for more flexible, creative, and customer-friendly approaches to permit policy, issuance, and management for the Residential Parking and Contractor Permit programs, in addition to approximately eight other specialty parking permits administered by the SFMTA. The system will allow for online, by-mail, and in-person application and payment for all parking permits and will integrate with existing parking management systems such as the handheld citation issuance equipment, license plate recognition readers, California Department of Motor Vehicles registration database, and the electronic ticket information system.

B. Explain why this service is necessary and the consequence of denial:

This software service is necessary to effectively manage the automated and to a limited extent, manual, processing of more than 90,000 parking permits issued in San Francisco each year. A denial of this request would eliminate the ability of the SFMTA to manage on-street parking permits, critical to the functioning of City streets.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

The system managing parking permits have been provided by a third-party vendor for more than 20 years and is under an existing contract between the SFMTA and Conduent (PSC# 40072 - 17/18). The SFMTA plans on issuing a separate RFP for these services with additional requirements to allow flexibility and customization for permit issuance, pricing, and effective program management.

D. Will the contract(s) be renewed?

Yes, the contract terms will be for an initial five years with the option to extend up to four years.

- E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.

We are seeking to obtain a contract for five years + up to four years extensions for a system to administer the San Francisco Municipal Transportation Agency (SFMTA's) parking permit program managing the issuance and accounts for more than 90,000 permits per year. The system requires the one-time development of integrations with multiple vendors, account transition, and customized programming for evolving SFMTA parking policies. The agency wishes to minimize customer disruption and development costs by providing an option to continue with the selected vendor past the first five years of the contract term if the vendor and system are meeting agency needs.

**2. Reason(s) for the Request**

- A. Indicate all that apply (be specific and attach any relevant supporting documents):

Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

- B. Explain the qualifying circumstances:

The proprietary nature of these systems is necessary to ensure the ongoing management of the parking permit programs within San Francisco that support the policies and priorities of the SFMTA Board of Directors. These systems only operate with vendor-provided software and their as-needed and periodic maintenance, support, and upgrades.

**3. Description of Required Skills/Expertise**

- A. Specify required skills and/or expertise: Knowledge of specific trade-secret technology and software code that are proprietary to the selected vendor in order to customize and maintain the selected software.

B. Which, if any, civil service class(es) normally perform(s) this work? none

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

**4. If applicable, what efforts has the department made to obtain these services through available resources within the City?**

These services are not available utilizing City resources.

**5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out**

- A. Explain why civil service classes are not applicable.

The contract will require customization, maintenance and support of proprietary software.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. Due to the proprietary nature of this type of system, it would not be possible for the work to be performed by a new civil service class.

**6. Additional Information**



- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
No. The selected vendor will be required to provide manuals and hands-on training for the 9500 Citation and Permits Clerks series who will be utilizing the system in the performance of their duties.
- C. Are there legal mandates requiring the use of contractual services?  
No.
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
Yes. Signed 04/19/2022
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 11/19/2022, the Department notified the following employee organizations of this PSC/RFP request:  
all unions were notified

I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Amy NUQUE Phone: 415-646-2802 Email: amy.nuque@sfmta.com

Address: 1 South Van Ness, 6th Floor San Francisco, CA 94103

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 41225 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/06/2023

# **Receipt of Union Notification(s)**

## Nuque, Amy

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**From:** dhr-psccordinator@sfgov.org on behalf of amy.nuque@sfmta.com  
**Sent:** Saturday, November 19, 2022 10:39 AM  
**To:** Nuque, Amy; pkim@ifpte21.org; najuwanda.daniels@seiu1021.org; pking@uapd.com; president@sanfranciscodsa.com; max.porter@seiu1021.org; kennethlomba@gmail.com; snaranjo@cirseiu.org; Michael Dennis; roger marengo; Pete Wilson - Union 250A VP; cmoyer@nccrc.org; noah.frigault@sfgov.org; sfdpoa@icloud.com; Mjayne@iam1414.org; Emanuel, Rachel (DEM); laborers261@gmail.com; junko.laxamana@sfgov.org; jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org; sbabaria@cirseiu.org; anthony@dc16.us; mlobre@sfpoa.org; @sfpoa.org; tracy@sfpoa.org; mleach@ibt856.org; rooferslocal40@gmail.com; sal@local16.org; Criss@sfmea.com; Julie.Meyers@sfgov.org; seichenberger@local39.org; jason.klumb@seiu1021.org; Camaguey@sfmea.com; ablood@cirseiu.org; kcartermartinez@cirseiu.org; ecassidy@ifpte21.com; WendyWong26@yahoo.com; wendywong26@yahoo.com; sarah.wilson@seiu1021.org; kschumacher@ifpte21.org; kpage@ifpte21.org; tjenkins@uapd.com; eerbach@ifpte21.org; tmathews@ifpte21.org; amakayan@ifpte21.org; jb@local16.org; Ricardo.Lopez@sfgov.org; Kbasconcillo@stwater.org; Sandeep.lal@seiu1021.me; pcamarillo\_seiu@sbcglobal.net; MRainsford@local39.org; Wendy.Frigillana@seiu1021.org; pscreview@seiu1021.org; pkim@ifpte21.org; agonzalez@iam1414.org; ted.zarzecki@seiu1021.net; leah.berlanga@seiu1021.org; gail@sfflocal798.org; cityworker@sfcwu.org; davidmkersten@gmail.com; djohnson@opcmialocal300.org; ramonliuna261@gmail.com; ablood@cirseiu.org; pkarinen@nccrc.org; tony@dc16.us; stevek@bac3-ca.org; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; smcgarry@nccrc.org; ritchell@twusf.org; grojo@local39.org; jduritz@uapd.com; staff@sfmea.com; mike@dc16.us; khughes@ibew6.org; L21PSCReview@ifpte21.org; sfsmsa@gmail.com; bart@dc16.us; david.canham@seiu1021.org; jtanner940@aol.com; Osha Ashworth; L21PSCReview@ifpte21.org; laborers261@gmail.com; local200twu; speedy4864@aol.com; Christina@sfmea.com; ecdemvoter@aol.com; thomas.vitale@seiu1021.org; Nuque, Amy; dhr-psccordinator@sfgov.org  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 41225 - 22/23

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

RECEIPT for Union Notification for PSC 41225 - 22/23 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 41225 - 22/23 for \$3,500,000 for Initial Request services for the period 05/01/2023 – 05/01/2030. Notification of  
30  
days (60 days for SEIU) is required.

After logging into the system please select link below, view the information and verify receipt:

# **Additional Attachment(s)**

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY

Dept. Code: MTA

Type of Request:  Initial  Modification of an existing PSC (PSC # 40072 - 17/18)

Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)

Type of Service: As-needed technical assistance with Software/Hardware/Maintenance and support of Conduent prod

Funding Source: Local and Federal Funds

PSC Original Approved Amount: \$7,000,000 PSC Original Approved Duration: 07/01/18 - 06/30/23 (5 years)

PSC Mod#1 Amount: no amount added PSC Mod#1 Duration: 07/01/23-11/28/25 (2 years 21 weeks)

PSC Mod#2 Amount: \$2,000,000 PSC Mod#2 Duration: 07/13/22-04/09/26 (18 weeks 5 days)

PSC Cumulative Amount Proposed: \$9,000,000 PSC Cumulative Duration Proposed: 7 years 40 weeks

**1. Description of Work**

**A. Scope of Work/Services to be Contracted Out:**

The San Francisco Municipal Transportation Agency (SFMTA) is seeking a contractor who will provide as-needed consulting services to provide technical assistance concerning the transit operation Conduent software system's function, maintenance, testing and system performance, reliability and safety certification.

When the SFMTA launched the transit operation dispatch system in November 2016, Conduent, Inc.'s computer aid dispatch system software, services, and hardware were introduced as a compatible solution for transit operation dispatch and automatic vehicle location solution. Conduent hardware was deployed throughout on SFMTA revenue vehicles, as well as at the fixed end servers, while Conduent software was installed and implemented to ensure systems' compatibility. This deployment to the entire revenue fleet is to be completed by the end of June 30, 2018.

The transit operation dispatch system encompasses Conduent software and hardware products already used by SFMTA systems. Conduent products already deployed need updates and especially the development of new features and functionalities to ensure compatibility with migrations and integrations with upcoming new systems currently being implemented for Intellex and Central Subway Projects.

**B. Explain why this service is necessary and the consequence of denial:**

The Conduent software system is essentially a critical communication tool that has improved safety and is vital to the efficiency of transit services. Any modifications to the original software or hardware already deployed will have to be developed with the SFMTA's customization and tested for performance, reliability, and compatibility in order to ensure continuous operations service and maintenance of warranties. These modifications include software upgrades, updates and maintenance, as well as hardware spare parts. If this service is denied, system disruptions may occur, severely impeding Agency core operations.

**C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.**

no

D. Will the contract(s) be renewed?

It is likely that the contract will be renewed or extended.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why:

The duration requested is 19 weeks from PSC Mod#1 End Date of 11/28/2025.

**2. Reason(s) for the Request**

A. Display all that apply

Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

Explain the qualifying circumstances:

The Conduent products deployed and commissioned for the SFMTA are a collection of customized, specialized, proprietary system components that are critical to the functioning of the Agency's transit operations software system. This system can only operate with vendor-provided software, hardware and their as-needed and periodic maintenance, support and upgrades.

B. Reason for the request for modification:

SFMTA will be exercising the contract option to increase the contract amount by \$2M to support the upcoming required work including but not limited to: • Extend Dwell Override Feature Subway-wide, average (Est. \$750K) • OrbCAD Server Virtualization, complex (Est. \$1.5M) • Over-The-Air Realtime Paddle Updates (Est \$750K) • TMC Controllers Workstation Refresh, small (Est. \$100K) • Fleet Management System Platform Implementation, complex (Est. \$1.5M) We are requesting PSC to approve the contract from \$7,000,000 to \$9,000,000. Additionally, we are modifying the PSC End Date to match the contract's end date, 7 years from the NTP date of 4/10/2019.

**3. Description of Required Skills/Expertise**

A. Specify required skills and/or expertise: Knowledge of specific trade-secret technology and software code which are proprietary to Conduent, the supplier. General expertise of supplier's technical specialists in electrical engineering, systems engineering, computer programming, safety validation and verification in a transit environment, relevant regulatory requirements, and complex performance simulation, testing, and commissioning experience.

B. Which, if any, civil service class(es) normally perform(s) this work? 1044, IS Engineer-Principal;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor will provide some hardware inventory, in addition to the professional/consulting services.

**4. If applicable, what efforts has the department made to obtain these services through available resources within the City?**

Not Applicable

**5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out**

A. Explain why civil service classes are not applicable.

Due to the proprietary nature of the products, City personnel do not have access to the software source code or design of specialized functionalities and modules. Replacement software applications and hardware parts plus specialized training and support must be contracted through Conduent. The labor maintenance of the spare parts will be performed by City personnel.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain: No, adopting new civil service classes to perform

this work would not be practical because of the proprietary nature of Conduent products.

**6. Additional Information**

- A. Will the contractor directly supervise City and County employee? If so, please include an explanation.  
No.
  
- B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.  
N/A
  
- C. Are there legal mandates requiring the use of contractual services?  
No.
  
- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No
  
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No
  
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
Conduent Transport Solution, 443-259-7357, Aubrey Baber

**7. Union Notification:** On 07/13/22, the Department notified the following employee organizations of this PSC/RFP request:  
Professional & Tech Engrs, Local 21;

I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Amy NUQUE Phone: 415-646-2802 Email: amy.nuque@sfmta.com

Address: 1 South Van Ness Avenue HR 6th Floor, San Francisco, CA 94103

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 40072 - 17/18

DHR Analysis/Recommendation:

Commission Approval Not Required

Approved by DHR on 07/21/2022

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY -- MTA

Dept. Code: MTA

Type of Request:  Initial  Modification of an existing PSC (PSC # \_\_\_\_\_)

Type of Approval:  Expedited  Regular  Annual  Continuing   
(Omit Posting)

Type of Service: As-needed technical assistance with Software/Hardware/Maintenance and support of Conduent prod

Funding Source: Local and Federal Funds

PSC Amount: \$7,000,000

PSC Est. Start Date: 07/01/2018

PSC Est. End Date  
06/30/2023

**1. Description of Work**

A. Scope of Work/Services to be Contracted Out:

The San Francisco Municipal Transportation Agency (SFMTA) is seeking a contractor who will provide as-needed consulting services to provide technical assistance concerning the transit operation Conduent software system's function, maintenance, testing and system performance, reliability and safety certification.

When the SFMTA launched the transit operation dispatch system in November 2016, Conduent, Inc.'s computer aid dispatch system software, services, and hardware were introduced as a compatible solution for transit operation dispatch and automatic vehicle location solution. Conduent hardware was deployed throughout on SFMTA revenue vehicles, as well as at the fixed end servers, while Conduent software was installed and implemented to ensure systems' compatibility. This deployment to the entire revenue fleet is to be completed by the end of June 30, 2018.

The transit operation dispatch system encompasses Conduent software and hardware products already used by SFMTA systems. Conduent products already deployed need updates and especially the development of new features and functionalities to ensure compatibility with migrations and integrations with upcoming new systems currently being implemented for Intellex and Central Subway Projects.

B. Explain why this service is necessary and the consequence of denial:

The Conduent software system is essentially a critical communication tool that has improved safety and is vital to the efficiency of transit services. Any modifications to the original software or hardware already deployed will have to be developed with the SFMTA's customization and tested for performance, reliability, and compatibility in order to ensure continuous operations service and maintenance of warranties. These modifications include software upgrades, updates and maintenance, as well as hardware spare parts. If this service is denied, system disruptions may occur, severely impeding Agency core operations.



C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.  
Under PSC 41337-15/16, the Department of Emergency Management contracted to provide implementation of the City's 800MHz Emergency Radio System used by City agencies, including the SFMTA. However, the as-needed consulting service to provide technical assistance concerning new features and functionalities to ensure compatibility between other systems has not been provided in the past. This is because this system is new and the project contractors-- which include Conduent--have developed, implemented and currently maintain this system.

D. Will the contract(s) be renewed?  
It is likely that the contract will be renewed or extended.

E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.  
The combined duration of all expected projects that will impact and affect the current Conduent systems is expected to last about 9 years.

## **2. Reason(s) for the Request**

A. Indicate all that apply (be specific and attach any relevant supporting documents):

Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload).

Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

B. Explain the qualifying circumstances:

The Conduent products deployed and commissioned for the SFMTA are a collection of customized, specialized, proprietary system components that are critical to the functioning of the Agency's transit operations software system. This system can only operate with vendor-provided software, hardware and their as-needed and periodic maintenance, support and upgrades.

## **3. Description of Required Skills/Expertise**

A. Specify required skills and/or expertise: Knowledge of specific trade-secret technology and software code which are proprietary to Conduent, the supplier. General expertise of supplier's technical specialists in electrical engineering, systems engineering, computer programming, safety validation and verification in a transit environment, relevant regulatory requirements, and complex performance simulation, testing, and commissioning experience.

B. Which, if any, civil service class(es) normally perform(s) this work? 1044, IS Engineer-Principal;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: Yes, the contractor will provide some hardware inventory, in addition to the professional/consulting services.

## **4. If applicable, what efforts has the department made to obtain these services through available resources within the City?**

Not applicable.

**5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out**

A. Explain why civil service classes are not applicable.

Due to the proprietary nature of the products, City personnel do not have access to the software source code or design of specialized functionalities and modules. Replacement software applications and hardware parts plus specialized training and support must be contracted through Conduent. The labor maintenance of the spare parts will be performed by City personnel.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No, adopting new civil service classes to perform this work would not be practical because of the proprietary nature of Conduent products.

**6. Additional Information**

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.

No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.

No. SFMTA employees will not be trained because of the proprietary nature of hardware and software.

C. Are there legal mandates requiring the use of contractual services?

No.

D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.

No.

E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.

No.

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.

No.

**7. Union Notification:** On 03/12/2018, the Department notified the following employee organizations of this PSC/RFP request:

Professional & Tech Engrs, Local 21

I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Rod Goree Phone: 415-646-2553 Email: rod.goree@sfmta.com

Address: 1 South Van Ness Avenue HR 6th Floor San Francisco, CA 94103

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**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 40072 - 17/18

DHR Analysis/Recommendation:

action date: 05/07/2018

Commission Approval Required  
conditions

Approved by Civil Service Commission with

05/07/2018 DHR Approved for 05/07/2018

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: MUNICIPAL TRANSPORTATION AGENCY -- MTA

Dept. Code: MTA

Type of Request:  Initial  Modification of an existing PSC (PSC # \_\_\_\_\_)

Type of Approval:  Expedited  Regular  Annual  Continuing  (Omit Posting)

Type of Service: Employee Assistance Program

Funding Source: General Funds

PSC Duration: 7 years 1 day

PSC Amount: \$3,998,000

**1. Description of Work**

A. Scope of Work/Services to be Contracted Out:

The proposal will provide a full-service, worksite-based, Employee Assistance Program (EAP) to provide clinical supervision and administrative support of the staff of three (3) full-time paid Peers and up to eight (8) volunteer Peers in the Peer Assistance Program (PAP). The contractor will also manage the San Francisco Municipal Transportation Agency's (SFMTA) Critical Incident Services for employees involved in on-the-job incidents such as accidents that result in serious injuries and /or fatalities, or crisis support and/or counseling involving assaults and/or threats. The EAP will provide conflict resolution one to one or in a team as needed. The program is designed to assist in the identification and resolution of productivity problems associated with employees' personal concerns, including but not limited to health, family, financial, drug and alcohol substance abuse, legal, emotional, stress, or other personal concerns which may adversely affect job performance.

B. Explain why this service is necessary and the consequence of denial:

As per the following Collective Bargaining Agreements, the San Francisco Municipal Transportation Agency ("SFMTA") has mutually agreed to create an Employee Assistance Program between Transport Workers Union Locals 250A and 200, Automotive Mechanics Local 1414, Teamsters Local 853, International Brotherhood of Electrical Workers Local 6, Laborers Union Local 261, Service Employees International Union Local 1021. Stationary Engineers Local 39, and Glazier and Glass Workers, Local 718. The SFMTA and the Unions have concluded that it is in the best interests of all concerned to establish a uniform EAP Program for all employees. On this basis, the parties agree that the SFMTA shall engage an outside contractor to provide these services. If services are denied, the Agency would be in violation of mutually agreed upon collective bargaining agreements between Transport Workers Union Locals 250A and 200, Automotive Mechanics Local 1414, Teamsters Local 853, International Brotherhood of Electrical Workers Local 6, Laborers Union Local 261, Service Employees International Union Local 1021. Stationary Engineers Local 39, and Glazier and Glass Workers, Local 718

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

The service has been provided previously through PCS# 41284 15/16, and PCS#4053-12/13

D. Will the contract(s) be renewed?

No

- E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.  
This will be a 3-year contract with two (2) 2-year options = 7 years maximum. For the longevity and stability of the program, we request flexibility in the 7 years term with the 2x2 year option allows.

**2. Reason(s) for the Request**

A. Indicate all that apply (be specific and attach any relevant supporting documents):

- Regulatory or legal requirements, or requirements or mandates of funding source(s) which limit or preclude the use of Civil Service Employees. Include a copy of the applicable requirement or mandate.

B. Explain the qualifying circumstances:

The San Francisco Municipal Transportation Agency (“SFMTA”) has mutually agreed to create an Employee Assistance Program in the following Collective Bargaining Agreements between Transport Workers Union Locals 250A and 200, Automotive Mechanics Local 1414, Teamsters Local 853, International Brotherhood of Electrical Workers Local 6, Laborers Union Local 261, Service Employees International Union Local 1021, Stationary Engineers Local 39, and Glazier and Glass Workers, Local 718.

**3. Description of Required Skills/Expertise**

- A. Specify required skills and/or expertise: Must be Licensed clinicians with specialization in EAP services such as substance abuse, and critical response management. The consultant is required to respond on an as-needed basis and immediately as it relates specifically to a 24-hour/7-day-a-week transit agency environment. Must possess supervisory experience and a minimum of 2-year demonstrated expertise in specialized occupational services.
- B. Which, if any, civil service class(es) normally perform(s) this work? 2220, Physician; 2574, Clinical Psychologist; 2594, Employee Assistance Counselor;
- C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain: No

**4. If applicable, what efforts has the department made to obtain these services through available resources within the City?**

N/A. The SFMTA and the Unions have concluded that it is in the best interests of all concerned to establish a uniform EAP Program for all employees. On this basis, the parties agree that the SFMTA shall engage an outside contractor to provide these services.

**5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out**

A. Explain why civil service classes are not applicable.

The San Francisco Municipal Transportation Agency (“SFMTA”) has mutually agreed to create an Employee Assistance Program in the following Collective Bargaining Agreements between Transport Workers Union Locals 250A and 200, Automotive Mechanics Local 1414, Teamsters Local 853, International Brotherhood of Electrical Workers Local 6, Laborers Union Local 261, Service Employees International Union Local 1021 Stationary Engineers Local 39, and Glazier and Glass Workers, Local 718. Therefore, SFMTA and the Unions have concluded that it is in the best interests of all concerned to establish a uniform EAP Program for all employees. On this basis, the parties agree that the SFMTA shall engage an outside contractor to provide these services.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. The SFMTA and the Unions have concluded that it is in the best interests of all concerned to establish a uniform EAP Program for all employees. On this basis, the parties agree that the SFMTA shall engage an outside contractor to provide these services

**6. Additional Information**

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.

Yes. Contractor will provide clinical supervision of the Peer Assistance staff. This includes the presence of a qualified Program director on-site for no-less than 20 hours each week and supplemented by twenty-four-hour telephone access to other clinical resources when the Program director is not on site, or when additional clinical input is required.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contract? If so, please explain what that will entail; if not, explain why not.

Yes. Yes: There shall be a clinician employed by the outside contractor for EAP Services who will be on-site a minimum of 20 hours a week for employees assigned PEER responsibilities. Training may include • Assist employees in accessing the Voluntary Substance Abuse Program and EAP. • Provide ongoing support and case management for clients in the Voluntary Substance Abuse Program. • Abide by state and federal confidentiality laws. • Publicize the EAP verbally and through the distribution of literature. • Provide employees with information regarding the EAP and Voluntary Substance Abuse programs and create a forum for employees to discuss their concerns. • Seek out opportunities to participate in training programs to further develop knowledge and skills. • Develop and implement new ideas to increase utilization and maximize the effectiveness of the EAP and Voluntary Substance Abuse Programs. • Develop and maintain a professional environment in which to interact • Assist in education and training sessions for new and existing employees. • Keep accurate records of client contacts and promotional activities. • Other training as needed

C. Are there legal mandates requiring the use of contractual services?

Yes. Yes. The San Francisco Municipal Transportation Agency (“SFMTA”) has mutually agreed to create an Employee Assistance Program in the following Collective Bargaining Agreements between: Transport Workers Union Locals 250A and 200, Automotive Mechanics Local 1414, Teamsters Local 853 International Brotherhood of Electrical Workers Local 6, Laborers Union Local 261, Service Employees International Union Local 1021 Stationary Engineers Local 39, and Glazier and Glass Workers, Local 718.

- D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.  
No.
- E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.  
No.
- F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.  
No.

**7. Union Notification:** On 11/19/2022, the Department notified the following employee organizations of this PSC/RFP request:  
Physicians and Dentists - 11AA; Physicians and Dentists - 8CC; Professional & Tech Engrs, Local 21; SEIU 1021 Miscellaneous; SEIU Local 1021; SEIU, Local 1021 (Staff Nurse & Per Diem Nurse)

I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Amy NUQUE Phone: 415-646-2802 Email: amy.nuque@sfmta.com

Address: 1 S. Van Ness, 6th Floor San Francisco, CA 94103

\*\*\*\*\*

**FOR DEPARTMENT OF HUMAN RESOURCES USE**

PSC# 42856 - 22/23

DHR Analysis/Recommendation:

Civil Service Commission Action:

Commission Approval Required

DHR Approved for 03/06/2023

# **Receipt of Union Notification(s)**



## Choi, Suzanne (HRD)

---

**From:** dhr-psccordinator@sfgov.org on behalf of amy.nuque@sfmta.com  
**Sent:** Saturday, November 19, 2022 11:48 AM  
**To:** Nuque, Amy (MTA); snaranjo@cirseiu.org; jennifer.esteen@seiu1021.org; emathurin@cirseiu.org; abush@cirseiu.org; sbabaria@cirseiu.org; kcartermartinez@cirseiu.org; ablood@cirseiu.org; max.porter@seiu1021.org; sarah.wilson@seiu1021.org; Sandeep.lal@seiu1021.me; leah.berlanga@seiu1021.org; Najuwanda Daniels; Jason Klumb; Frigault, Noah (HRC); Julie.Meyers@sfgov.org; Thomas Vitale; Ricardo.lopez@sfgov.org; Kbasconillo@sflower.org; pcamarillo\_seiu@sbcglobal.net; Wendy Frigillana; pscreview@seiu1021.org; ted.zarzecki@seiu1021.net; davidmkersten@gmail.com; xiumin.li@seiu1021.org; Sin.Yee.Poon@sfgov.org; david.canham@seiu1021.org; jtanner940@aol.com; Laxamana, Junko (DBI); WendyWong26@yahoo.com; wendywong26@yahoo.com; tmathews@ifpte21.org; kschumacher@ifpte21.org; l21pscreview@ifpte21.org; Pierre King - UAPD; tjenkins@uapd.com; jduritz@uapd.com; Nuque, Amy (MTA); DHR-PSCCoordinator, DHR (HRD)  
**Subject:** Receipt of Notice for new PCS over \$100K PSC # 42856 - 22/23

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

RECEIPT for Union Notification for PSC 42856 - 22/23 more than \$100k

The MUNICIPAL TRANSPORTATION AGENCY -- MTA has submitted a request for a Personal Services Contract (PSC) 42856 - 22/23 for \$3,998,000 for Initial Request services for the period 12/01/2023 – 11/30/2030. Notification of 30 days (60 days for SEIU) is required.

After logging into the system please select link below, view the information and verify receipt:

[https://url.avanan.click/v2/\\_\\_\\_http://apps.sfgov.org/dhrdrupal/node/19378\\_\\_\\_YXAzOnNmZHQyOmE6bzowN2E4MmViMTM4YmNIZjcyMTI4MTM0OThiZjE4MzFjMjo2OjZlZmY6Y2U0NmExYmNhZTM0OGQwOGI3NzFjNDg4ZmZiY2Q2OGMxMjhmNGI3MTJlMTM5NGYzMmYzOGMyYjI3MTVlMmQ5ZjpwOIQ](https://url.avanan.click/v2/___http://apps.sfgov.org/dhrdrupal/node/19378___YXAzOnNmZHQyOmE6bzowN2E4MmViMTM4YmNIZjcyMTI4MTM0OThiZjE4MzFjMjo2OjZlZmY6Y2U0NmExYmNhZTM0OGQwOGI3NzFjNDg4ZmZiY2Q2OGMxMjhmNGI3MTJlMTM5NGYzMmYzOGMyYjI3MTVlMmQ5ZjpwOIQ) For union notification, please see the TO: field of the email to verify receipt. If you do not see all the unions you intended to contact, the PSC Coordinator must change the state back to NOT READY, make sure the classes and unions you want to notify are selected and SAVE. Then VIEW the record and verify the list of unions and emails. EDIT the document again , change the state back START UNION NOTIFICATION and SAVE. You should receive the email with all unions to the TO: field as intended

# **Additional Attachment(s)**

Consolidated-Crafts-2022-2024 Local 261 11.14.22 page 7 and 88

**MEMORANDUM OF UNDERSTANDING**

**Between and For**

**THE CITY AND COUNTY OF SAN FRANCISCO**

**And**

**BRICKLAYERS AND ALLIED CRAFTS, LOCAL 3**

**And**

**HOD CARRIERS OF LIUNA, LOCAL 261**

**And**

**THE NORTHERN CALIFORNIA CARPENTERS REGIONAL COUNCIL,  
THE CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD,  
AND CARPENTERS LOCAL NO. 22**

**And**

**CARPET, LINOLEUM AND SOFT TILE WORKERS, LOCAL 12**

**And**

**PLASTERERS AND CEMENT MASONS, LOCAL 300**

**And**

**GLAZIERS, ARCHITECTURAL METAL AND GLASS WORKERS,  
LOCAL UNION NO. 718**

**And**

**INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES,  
MOVING PICTURE TECHNICIANS, ARTIST AND ALLIED CRAFTS OF THE  
UNITED STATES, ITS TERRITORIES AND CANADA,  
LOCAL 16**

**And**

**INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL ORNAMENTAL,  
REINFORCING IRON WORKERS, RIGGERS AND MACHINERY MOVERS,  
LOCAL 377**

**And**

**PILE DRIVERS, DIVERS, CARPENTERS, BRIDGE, WHARF AND DOCK BUILDERS,  
LOCAL UNION NO. 34**

**And**

**PLASTERERS AND SHOPHANDS,  
LOCAL 66**

**And**

**UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS,  
LOCAL 40**

**And**

**INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL, AND  
TRANSPORTATION WORKERS, SHEET METAL WORKERS  
LOCAL UNION NO. 104**

**And**

**TEAMSTERS, LOCAL 853**

**JULY 1, 2022 - JUNE 30, 2024**

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**APPENDIX E: GLAZIERS, LOCAL 718**

The following terms in this Appendix apply only to employees represented by the Glaziers, Architectural Metal and Glass Workers, Local Union No. 718

**1. PARKING**

Effective July 1, 2006, permanent covered employees at the Department of Public Works shall have priority consideration for available parking.

**2. PAST PRACTICES**

**Vacation Sign-ups**

Vacation sign-ups as currently practices shall continue.

**Specialty Tools**

Specialty tools shall continue to be provided by the City and County of San Francisco.

**City Vehicles**

The practice whereby employees take city vehicles home when assigned shall continue.

**3. DEPARTMENT OF TRANSPORTATION EMPLOYEE ASSISTANCE PROGRAM (EAP) AND PEER COUNSELING PROGRAM**

1. Overview of EAP Program - This Employee Assistance Program (“EAP”) is designed to provide coverage for employees only, and to assist employees in consultation with their families where clinically appropriate, with problems that may affect their ability to perform their jobs. The EAP shall offer counseling services, including assessment and referral, brief treatment, and follow-up services.

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

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

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

The primary goal of the EAP will be to maintain employee’s ability to be fully productive on the job. EAP’s help employees, management, and supervisors maintain a high level of service by:

[Stationary-Engineers-Local-39-2022-2024 11.14.22 page 4 and 73](#)



**MEMORANDUM OF UNDERSTANDING**

**By and Between**

**THE CITY AND COUNTY OF SAN FRANCISCO**

**And**

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS  
STATIONARY ENGINEERS, LOCAL 39**

**For Fiscal Years**

**JULY 1, 2022 - JUNE 30, 2024**

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## ***APPENDIX B***

Acting as an education and training resource.

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

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

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

- Maintain a toll-free telephone access for referrals and respond to calls in no more than sixty (60) seconds.
- Provide union/management consultation relative to the development and integration of organizational policies and procedures necessary for effective Employee Assistance Program implementation
- Orient employees regarding the purpose, scope, nature and use of the Employee Assistance Program.
- Train Union (including Division Chairpersons and any other Union officials), supervisory and management staff to develop the knowledge and skills necessary to effectively utilize the program in the performance of their responsibilities.
- Provide direct one-to-one counseling utilizing licensed professional staff for crisis management and to identify and evaluate personal concerns among Employer's employees and/or their immediate dependents. Such direct counseling shall provide for three (3) sessions per family per year. Fees for any counseling sessions exceeding three (3) will become the financial responsibility of the employee and/or dependent, unless otherwise arranged for by the employer. For non-urgent situations, an appointment will be offered within seventy-two (72) hours of request. For urgent situations, an appointment will be offered on the same day as the request for service.
- Provide legal consultation, medical advice, financial consultation; one (1) consultation per incident is provided for each service, up to three (3) incidents per service, per year.
- Provide referral services to professional community resources for treatment and/or assistance, as may be appropriate.
- Provide continuing liaison and contact, when appropriate, between the employee, treatment agent or agency, and Employer to determine case status.

**APPENDIX B**

- Provide monthly statistical evaluation of program activity, and other reports, as needed.
- Send its principal or the designated representative to monthly meetings of the Municipal Railway Improvement Fund Board of Trustees, and any other meetings as reasonably required.
- Assess all employees involved in Critical Incidents (e.g., on the job assaults, threats and/or accidents) that occur while on duty.
- Provide up to three (3) counseling visits per employee involved in a Critical Incident.
- Develop Critical Incident Program Policies and Procedures.
- Provide Critical Incident Case management, including:
  - (a) Determination regarding an employee's ability to perform duties, including coordination with management and union personnel for employees who require time off work as a result of a Critical Incident;
  - (b) Assisting employees in securing additional counseling visits beyond the three (3) Critical Incident/trauma response visits described above, when necessary.

**B. Organization**

(1) The Joint Labor-Management Committee:

- (a) Membership and Meetings: Five (5) Committee members and two (2) alternate members to be appointed by the Unions. Five (5) Committee members to be appointed by the City.

If the City chooses to appoint less than five persons, it shall still have voting strength equal to that of the Unions. On the matters that come before the Committee, the City shall have one vote and the Unions shall have one vote. The vote of each side shall be controlled by the votes of the Committee members present for each respective side.

The Committee shall elect from its ranks a Chairperson and a Co-Chair, one of whom shall be a City appointee and the other the Unions' appointee. The Chair shall be held by one side for a year, then relinquished to the other side for the next year. Either the City or the Unions may replace their named Chair or Co-Chair at any time. The Chair shall preside over meetings of the Committee. In the absence of the Chair, the Co-Chair shall so preside. The

**APPENDIX B**

MTA Director of Transportation shall provide staff support to the Committee as appropriate.

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

- (b) Functions: To receive and review information regarding the Substance Abuse and Peer Assistance Programs.
- (c) Consolidation of Committees: The parties to this Agreement and to the Agreement concerning drug and alcohol testing and EAP between TWU Local 250A and the MTA may elect to combine the joint labor-management committee established here and in the Local 250A Agreement.

(2) Substance Abuse Program:

The MTA Director of Transportation or designee will manage all aspects of the FTA-mandated Substance Abuse Program. The director or designee shall have appointing and removal authority over all personnel working for the Substance Abuse Program personnel, and shall be responsible for the supervision of the SAP.

(3) EAP Services:

The City and the Unions have concluded that it is in the best interests of all concerned to establish a uniform EAP Program for all employees. On this basis, the parties agree that the City shall engage an outside contractor to provide these services.

(4) The Peer Assistance System:

(a) Structure:

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

(b) Peer Assistance Oversight Committee:

**APPENDIX B**

This Committee, composed of one representative from Locals 250A, 200, 6, 790 and 1414, shall be responsible for trouble-shooting and making decisions on program operations.

(c) MTA Liaison:

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

(d) Qualifications:

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

(e) Duties:

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

## ***APPENDIX B***

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

(f) Staffing:

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

(g) Volunteer Peer Assistants:

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

(h) Functions:

## **APPENDIX B**

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

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

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

**C. Pay Status During Voluntary Self-Referral Treatment (Voluntary Substance Abuse Program)**

(1) An employee who has a drug and/or alcohol abuse problem and has not been selected for drug and/or alcohol testing can voluntarily submit to the EAP for treatment. The EAP will evaluate the employee and make a specific determination of appropriate treatment. An employee who has completed two rehabilitation programs may not elect further rehabilitation under this program.

(2) In the case of the up to two voluntary, employee-initiated referrals, the MTA will pay the employee the difference between the employee's SDI benefits, use of accrued paid leaves, and any catastrophic illness benefits, and the employee's regular hourly base pay, for up to the eight hours per day for full-time employees and up to three hours per day for part-time employees, up to a maximum of 21 work days during a five-year period. This provision shall not apply in the event the employee does not receive SDI benefit payments or during the follow-up period established by the SAP after a positive test.

**D. Non-Paid Status During Treatment After Positive Test**

The employee will be in a non-pay status during any absence for evaluation or treatment, while participating in a rehabilitation program.

**E. Education and Training**

The foundation of this Program is education and voluntary compliance. It is recognized that alcohol and chemical dependency may make voluntary cessation of use difficult, and one of the Program's principal aims is to make voluntary steps toward ending substance abuse easily available.

The outside contractor shall review and develop on-going educational and training information on the adverse consequences of substance abuse and the responsibility to avoid being under the influence of alcohol or chemicals at work. Certain training required by the DOT Regulations shall be the responsibility of the Substance Abuse Program.

**F. Confidentiality**



## ***APPENDIX B***

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

### **G. Funding**

The Employee Assistance Program and the Peer Assistance Oversight Committee shall be funded by the City.

### **H. Special Provisions**

Any proposed discipline resulting from the FTA Drug and alcohol testing program shall be in accordance with the MOU's, as amended June 12, 1995. The MTA and the City recognize the rights of employees and/or the Unions, who may consider themselves aggrieved by any discipline proposed, to raise such grievance through the authorized grievance procedure. The MTA Director of Transportation will act in a fair and equitable manner, and shall prescribe that no personnel hired, contracted, selected or directly involved in the drug and alcohol testing program shall propose or render discipline.

9132 NEW-FINAL 14-19 MOU (2019 CLEAN) 250 A page 3 and 47



**MEMORANDUM OF UNDERSTANDING BETWEEN**

**THE San Francisco MUNICIPAL TRANSPORTATION AGENCY**

**AND**

**THE TRANSPORT WORKERS' UNION, AFL-CIO  
LOCAL 250-A  
TRANSIT FARE INSPECTORS (9132)**

**FOR SERVICE CRITICAL CLASSIFICATIONS**

**AT THE San Francisco MUNICIPAL TRANSPORTATION AGENCY**

**July 1, 2022 – June 30, 2024**

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## **Appendix A – EMPLOYEE ASSISTANCE PROGRAM AND PEERCOUNSELING PROGRAM**

Transport Workers Union Locals 250A and 200, Automotive Mechanics Local 1414, Teamsters Local 853, International Brotherhood of Electrical Workers Local 6, Laborers Union Local 261, Service Employees International Union Local 790, Stationary Engineers Local 39, and Glazier and Glass Workers, Local 718, and the San Francisco Municipal Transportation Agency SFMTA”) hereby agree to create an Employee Assistance Program as follows:

### **A. OVERVIEW OF EAP PROGRAM**

This Employee Assistance Program (“EAP”) shall cover employees only, and is designed to assist employees, in consultation with their families where clinically appropriate, with problems that may affect their ability to perform their jobs. The EAP shall offer counseling services, including assessment, referral, and follow-up services.

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

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

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

The primary goal of the EAP will be to maintain employee’s ability to be fully productive on the job. EAP’s help employees, management, and supervisors maintain a high level of service by:

Motivating employees to help;

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

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

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

Providing crisis intervention services;

Providing follow-up assistance to support and guide employees through the resolution of their problems; and by Acting as an education and training resource.

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

JULY 1, 2022 – JUNE 30, 2024

CBA BETWEEN SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY AND  
TRANSPORT WORKERS’ UNION LOCAL 250-A (CLASS 9132)

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

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

- Maintain a toll-free telephone access for referrals and respond to calls in no more than sixty (60) seconds.
- Provide union/management consultation relative to the development and integration of organizational policies and procedures necessary for effective Employee Assistance Program implementation.
- Orient employees regarding the purpose, scope, nature and use of the Employee Assistance Program.
- Train Union (including Division Chairpersons and any other Union officials), supervisory and management staff to develop the knowledge and skills necessary to effectively utilize the program in the performance of their responsibilities.
- Provide direct one-to-one counseling utilizing licensed professional staff for crisis management and to identify and evaluate personal concerns among Employer's employees and/or their immediate dependents. Such direct counseling shall provide for three (3) sessions per family per year. Fees for any counseling sessions exceeding three (3) will become the financial responsibility of the employee and/or dependent, unless otherwise arranged for by the employer. For non-urgent situations, an appointment will be offered within seventy-two (72) hours of request. For urgent situations, an appointment will be offered on the same day as the request for service.
- Provide legal consultation, medical advice, financial consultation; one (1) consultation per incident is provided for each service, up to three (3) incidents per service, per year.
- Provide referral services to professional community resources for treatment and/or assistance, as may be appropriate.
- Provide continuing liaison and contact, when appropriate, between the employee, treatment agent or agency, and Employer to determine case status.
- Provide monthly statistical evaluation of program activity, and other reports, as needed.
- Send its principal or his designated representative to monthly meetings of the Municipal Railway Improvement Fund Board of Trustees, and any other meetings

as reasonably required.

- Assess all employees involved in Critical Incidents (e.g., on the job assaults, threats and/or accidents) that occur while on duty.
- Provide up to three (3) counseling visits per employee involved in a Critical Incident.
- Develop Critical Incident Program Policies and Procedures.
- Provide Critical Incident Case management, including:
  - (a) Determination regarding an employee's ability to perform duties, including coordination with management and union personnel for employees who require time off work as a result of a Critical Incident;
  - (b) Assisting employees in securing additional counseling visits beyond the three (3) Critical Incident/trauma response visits described above, when necessary.

## **B. ORGANIZATION**

### **1. The Joint Labor-Management Committee:**

- (a) Membership and Meetings: Five (5) Committee members and two (2) alternate members to be appointed by the Unions. Five (5) Committee members to be appointed by the SFMTA.

If the SFMTA chooses to appoint less than five persons, it shall still have voting strength equal to that of the Unions. On the matters that come before the Committee, the SFMTA shall have one vote and the Unions shall have one vote. The vote of each side shall be controlled by the votes of the Committee members present for each respective side.

The Committee shall elect from its ranks a Chairperson and a Co-Chair, one of whom shall be a SFMTA appointee and the other the Unions' appointee. The Chair shall be held by one side for a year, then relinquished to the other side for the next year. Either the SFMTA or the Unions may replace their named Chair or Co-Chair at any time. The Chair shall preside over meetings of the Committee. In the absence of the Chair, the Co-Chair shall so preside. The SFMTA General Manager shall provide staff support to the Committee as appropriate.

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

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

(c) Consolidation of Committees: The parties to this Agreement and to the Agreement concerning drug and alcohol testing and EAP between TWU Local 250A and the SFMTA may elect to combine the joint labor- management committee established here and in the Local 250A Agreement.

2. Substance Abuse Program:

The SFMTA General Manager or designee will manage all aspects of the FTA-mandated Substance Abuse Program. He/she shall have appointing and removal authority over all personnel working for the Substance Abuse Program personnel and shall be responsible for the supervision of the SAP.

3. EAP Services:

The SFMTA and the Unions have concluded that it is in the best interests of all concerned to establish a uniform EAP Program for all employees. On this basis, the parties agree that the SFMTA shall engage an outside contractor to provide these services.

4. The Peer Assistance System:

(a) Structure:

The outside contractor selected to provide EAP services shall also be directly responsible for the clinical and administrative management of the Peer Assistance Program. This Program shall be established on a 24-hour, seven-day a week basis. The peer assistants shall provide coverage during regular business hours (Monday - Friday, 8:30 a.m. - 5:00 p.m.) for all Muni worksites or Sections. A system-wide EAP crisis hotline shall be established. Night, weekend and holiday crisis coverage shall be provided by one of the peer assistants and shall be rotated among the peer assistants, who shall be available on an electronic communication device. The full compensation of the Peer Assistant providing such night, weekend and holiday coverage shall be by Standby Pay at the rate of ten percent (10%) of their regular straight time rate of pay. Standby Pay will not be provided for regular daily coverage.

(b) Peer Assistance Oversight Committee:

This Committee, composed of one representative from Locals 250A, 200, 6, 790 and 1414, shall be responsible for trouble-shooting and making decisions on program operations.

(c) SFMTA Liaison:

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



(d) Qualifications:

- A MUNI employee who has previous counseling experience or is interested in peer counseling and is willing to make a two year commitment to pursue training and education toward certification as a drug and alcohol counselor

OR

- A MUNI employee who was a former substance abuser who has been clean and sober for a least two years and who continues to participate in a twelve step program

OR

- A MUNI employee who has had experience with family members' substance abuse and who had participated in a self-help group for co-dependency

AND

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

AND

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

(e) Duties:

- Assist employees in accessing the Voluntary Substance Abuse Program and EAP.
- Provide on-going support and case management for clients in the Voluntary Substance Abuse Program.
- Abide by state and federal confidentiality laws.
- Publicize the EAP verbally and through distribution of literature.
- Provide employees with information regarding the EAP and Voluntary Substance Abuse programs and create a forum for employees to discuss their concerns.
- Assist in publication of Voluntary Substance Abuse Program newsletter.
- Seek out opportunities to participate in training programs to further develop knowledge and skills.
- Develop and implement new ideas to increase utilization and maximize the effectiveness of the EAP and Voluntary Substance Abuse Programs.
- Develop and maintain a professional environment in which to interact with clients.

- Develop a group of volunteers in the divisions to support the goals of the EAP and Voluntary Substance Abuse Programs.
- Assist in education and training sessions for new and existing employees.
- Keep accurate records of client contacts and promotional activities.

(f) Staffing:

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

(g) Volunteer Peer Assistants:

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

(h) Functions:

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

(i) Civil Service Commission Approval:

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

**C. PAY STATUS DURING VOLUNTARY SELF-REFERRAL TREATMENT**

Voluntary Substance Abuse Program

An employee who has a drug and/or alcohol abuse problem and has not been selected for drug and/or alcohol testing can voluntarily refer the employee to the EAP for treatment. The EAP will evaluate the employee and make a specific determination of appropriate treatment. An employee who has completed two rehabilitation programs may not elect further rehabilitation under this program.

- (1) In the case of the up to two voluntary, employee-initiated referrals, the SFMTA will pay the employee the difference between the employee's SDI benefits, use of accrued paid leaves, and any catastrophic illness benefits, and the employee's regular hourly base pay, for up to

the eight hours per day for full-time employees and up to three hours per day for part-time employees, up to a maximum of 21 work days during a five- year period. This provision shall not apply in the event the employee does not receive SDI benefit payments or during the follow-up period established by the SAP after a positive test.

**D. NON-PAID STATUS DURING TREATMENT AFTER POSITIVE TEST**

The employee will be in a non-pay status during any absence for evaluation or treatment, while participating in a rehabilitation program.

**E. EDUCATION AND TRAINING**

The foundation of this Program is education and voluntary compliance. It is recognized that alcohol and chemical dependency may make voluntary cessation of use difficult, and one of the Program's principal aims is to make voluntary steps toward ending substance abuse easily available.

The outside contractor shall review and develop on-going educational and training information on the adverse consequences of substance abuse and the responsibility to avoid being under the influence of alcohol or chemicals at work. Certain training required by the DOT Regulations shall be the responsibility of the Substance Abuse Program.

**F. CONFIDENTIALITY**

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

**G. FUNDING**

The Employee Assistance Program and the Peer Assistance Oversight Committee shall be funded by the SFMTA.

**H. SPECIAL PROVISIONS**

Any proposed discipline resulting from the FTA Drug and alcohol testing program shall be in accordance with the CBAs, as amended June 12, 1995. The SFMTA recognizes the rights of employees and/or the Unions, who may consider themselves aggrieved by any discipline proposed, to raise such grievance through the authorized grievance procedure. The SFMTA General Manager will act in a fair and equitable manner, and shall prescribe that no personnel hired, contracted, selected or directly involved in the drug and alcohol testing program shall propose or render discipline.

## **Appendix B – RETIREMENT HEALTH BENEFITS – FUNDING**

The SFMTA and TWU Local 250-A agree that it is in the interests of the public and all SFMTA employees that sufficient funds be made available for the payment of the retiree medical benefits provided by the City Charter. As of January 2007, the City has an obligation to report its unfunded liability for retiree medical benefits, as required by the Governmental Accounting Standards Board. In recognition of these facts, TWU Local 250-A and the SFMTA agree to participate in a City-wide Retiree Health Benefits Committee, which will include other unions and employee organizations representing City and SFMTA employees, to study and make recommendations regarding funding of retiree health benefits.

[Clean MOU 9163 250 A page 5 and 66](#)



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY**

**AND**

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

**JULY 1, 2022– JUNE 30, 2024**

Memorandum of Understanding Between  
Transport Workers Union, Local 250-A (9163) and Municipal Transportation Agency  
July 1, 2022 – June 30, 2024

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### **Section 26.2 Confidentiality**

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

### **Section 26.3 Continuation of Peer Assistance System**

330. No later than September 1, 2011, the parties agree to meet and confer with all affected Unions about whether or not to reduce the staffing level for the Peer Assistance System described in this Article.
331. SFMTA offers the Operators the following Employee Assistance program for the term of the Agreement:

### **Section 26.4 Overview of EAP Program**

332. This Employee Assistance Program (“EAP”) shall cover employees only, and is designed to assist employees, in consultation with their families where clinically appropriate, with problems that may affect their ability to perform their jobs. The EAP shall offer counseling services, including assessment, referral, and follow-up services.
333. EAP’s offer assistance by helping employees assess and identify problems arising from a variety of personal areas.
334. EAP’s assist employees by referring them to services which lead to solutions.
335. EAP’s provide training and consultation services to management and Transport Workers Union Local 250-A leadership regarding assisting troubled employees.
336. The primary goal of the EAP will be to maintain employee’s ability to be fully productive on the job. EAP’s help employees, management, and supervisors maintain a high level of service by:
337. Motivating employees to help;
338. Helping supervisors identify troubled employees with job performance problems that may be related to personal problems;
339. Assessing employees with alcohol abuse, drug abuse, family problems, depression, stress and other problems that can result in performance problems;
340. Providing easily accessible quality helping services which include short- term problem-solving and referrals to more intensive care;
341. Providing crisis intervention services;



342. Providing follow-up assistance to support and guide employees through the resolution of their problems; and by
343. Acting as an education and training resource.
344. Employees shall be able to access the EAP through calling directly (self-referral), through the Peer Assistants, or through a supervisory referral based on job performance. Participation in the EAP is voluntary.
345. Establishing a voluntary EAP to compliment the mandatory testing program is intended to encourage employees to seek treatment early and on their own. The EAP will assist employees in obtaining information, guidance, and counseling to help them handle their problems before they become a drug testing or disciplinary issue.
346. An outside vendor has been selected and will perform the following duties:
347. Maintain toll-free telephone access for referrals and respond to calls in no more than sixty (60) seconds.
348. Provide Transport Workers Union Local 250-A/management consultation relative to the development and integration of organizational policies and procedures necessary for effective Employee Assistance Program implementation.
349. Orient employees regarding the purpose, scope, nature and use of the Employee Assistance Program.
350. Train Transport Workers Union Local 250-A (including Division Chairpersons and any other Transport Workers Union Local 250-A officials), supervisory and management staff to develop the knowledge and skills necessary to effectively utilize the program in the performance of their responsibilities.
351. Provide direct one-to-one counseling utilizing licensed professional staff for crisis management and to identify and evaluate personal concerns among Employer's employees and/or their immediate dependents. Such direct counseling shall provide for three (3) sessions per family per year.  
  
Fees for any counseling sessions exceeding three (3) will become the financial responsibility of the employee and/or dependent, unless otherwise arranged for by the employer. For non-urgent situations, an appointment will be offered within seventy-two (72) hours of request. For urgent situations, an appointment will be offered on the same day as the request for service.
352. Provide legal consultation, medical advice, financial consultation; one (1) consultation per incident is provided for each service, up to three (3) incidents per service, per year.
353. Provide referral services to professional community resources for treatment and/or assistance, as may be appropriate.

354. Provide continuing liaison and contact, when appropriate, between the employee, treatment agent or agency, and Employer to determine case status.
355. Provide monthly statistical evaluation of program activity, and other reports, as needed.
356. Send its principal or designated representative to monthly meetings of the Municipal Railway Improvement Fund Board of Trustees, and any other meetings as reasonably required.
357. Assess all employees involved in Critical Incidents (e.g., on the job assaults, threats and/or accidents) that occur while on duty.
358. Provide up to three (3) counseling visits per employee involved in a Critical Incident.
359. Develop Critical Incident Program Policies and Procedures.
360. Provide Critical Incident Case management, including:
  - (a) Determination regarding an employee's ability to perform duties, including coordination with management and Transport Workers Union Local 250-A personnel for employees who require time off work as a result of a Critical Incident.
  - (b) Assisting employees in securing additional counseling visits beyond the three (3) Critical Incident/trauma response visits described above, when necessary.

### **Section 26.5 Organization**

1. The Joint Labor-Management Committee:
  361. a. Membership and Meetings: Five (5) Committee members and two (2) alternate members to be appointed by the Unions. Five (5) Committee members to be appointed by SFMTA.
  362. If MUNI chooses to appoint less than five persons, it shall still have voting strength equal to that of the Unions. On the matters that come before the Committee, MUNI shall have one vote and the Unions shall have one vote. The vote of each side shall be controlled by the votes of the Committee members present for each respective side.
  363. The Committee shall elect from its ranks a Chairperson and a Co-Chair, one of whom shall be a MUNI appointee and the other the Unions' appointee. The Chair shall be held by one side for a year, then relinquished to the other side for the next year. Either MUNI or the

Unions may replace their named Chair or Co-Chair at any time. The Chair shall preside over meetings of the Committee. In the absence of the Chair, the Co-Chair shall so preside. The Executive Director/CEO or designee shall provide staff support to the Committee as appropriate.

- 364. A quorum for the transaction of business by the Committee shall consist of three (3) Transport Workers Union Local 250-A Committee members and a majority of MUNI appointed Committee members.
- 365. b. Functions: To receive and review information regarding the Substance Abuse and Peer Assistance Programs.
- 366. c. Consolidation of Committees: The parties to this Agreement and to the Agreement concerning drug and alcohol testing and EAP between TWU Local 250A and MUNI may elect to combine the joint labor-management committee established here and in the Local 250A Agreement.

2. Substance Abuse Program:

- 367. The Executive Director/CEO or designee will manage all aspects of the FTA-mandated Substance Abuse Program. The Executive Director/CEO or designee shall have appointing and removal authority over all personnel working for the Substance Abuse Program personnel and shall be responsible for the supervision of the SAP.

3. EAP Services:

- 368. The SFMTA and the Unions have concluded that it is in the best interests of all concerned to establish a uniform EAP Program for all employees. On this basis, the parties agree that the SFMTA Improvement Fund shall engage an outside contractor to provide these services.

4. The Peer Assistance System:

a. Structure:

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

b. Peer Assistance Oversight Committee:

370. This Committee, composed of one representative from Locals 250A, 200, 6, 790 and 1414, shall be responsible for trouble- shooting and making decisions on program operations

c. MIF Liaison:

371. The MIF Liaison shall be an individual designated by the Executive Director/CEO or designee to serve as SFMTA's emissary in matters such as labor relations and administrative issues.

d. Qualifications:

372. A SFMTA employee who has previous counseling experience or is interested in peer counseling and is willing to make a two-year commitment to pursue training and education toward certification as a drug and alcohol counselor

OR

373. A SFMTA employee who was a former substance abuser who has been clean and sober for a least two years and who continues to participate in a twelve-step program

OR

374. A SFMTA employee who has had experience with family members' substance abuse and who has participated in a self-help group for co-dependency

AND

375. A SFMTA employee who is respected by their peers, the Transport Workers Union Local 250-A, and the management

AND

376. A SFMTA employee who is committed to the goals of the Peer Assistance Program

e. Duties:

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

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

379. Abide by state and federal confidentiality laws.

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

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

- 382. Assist in publication of Voluntary Substance Abuse Program newsletter.
- 383. Seek out opportunities to participate in training programs to further develop knowledge and skills.
- 384. Develop and implement new ideas to increase utilization and maximize the effectiveness of the EAP and Voluntary Substance Abuse Programs.
- 385. Develop and maintain a professional environment in which to interact with clients.
- 386. Develop a group of volunteers in the divisions to support the goals of the EAP and Voluntary Substance Abuse Programs.
- 387. Assist in education and training sessions for new and existing employees. Keep accurate records of client contacts and promotional activities.

f. Staffing:

- 388. There shall be a clinician employed by the outside contractor for EAP Services who will be on-site a minimum of 20 hours a week. The clinician shall report directly to the outside contractor, Peer Assistance Oversight Committee and the MIF liaison. There shall be three (3) full-time Peer Assistants reporting to the outside contractor.

g. Volunteer Peer Assistants:

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

h. Functions

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

i. Civil Service Commission Approval:

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

## **Section 26.6 Pay Status During Voluntary Self-Referral Treatment**

(Voluntary Substance Abuse Program)

396. An employee who has a drug and/or alcohol abuse problem and has not been selected for drug and/or alcohol testing can voluntarily refer the employee to the EAP for treatment. The EAP will evaluate the employee and make a specific determination of appropriate treatment. An employee who has completed two rehabilitation programs may not elect further rehabilitation under this program.
397. In the case of the up to two voluntary, employee-initiated referrals, SFMTA will pay the employee the difference between the employee's SDI benefits, use of accrued paid leaves, and any catastrophic illness benefits, and the employee's regular hourly base pay, for up to the eight hours per day for full-time employees and up to three hours per day for Part-Time employees, up to a maximum of 21 work days during a five-year period. This provision shall not apply in the event the employee does not receive SDI benefit payments or during the follow-up period established by the SAP after a positive test.

## **Section 26.7 Non-Paid Status During Treatment After Positive Test**

398. After receiving a positive drug or alcohol test result, an employee who is not terminated, and who participation in the EAP will be in a non-pay status during any absence for evaluation or treatment, while participating in a rehabilitation program.

## **Section 26.8 Education and Training**

399. The foundation of this Program is education and voluntary compliance. It is recognized that alcohol and chemical dependency may make voluntary cessation of use difficult, and one of the Program's principal aims is to make voluntary steps toward ending substance abuse easily available.
400. The outside contractor shall review and develop on-going educational and training information on the adverse consequences of substance abuse and the responsibility to avoid being under the influence of alcohol or chemicals at work. Certain training required by the DOT Regulations shall be the responsibility of the Substance Abuse Program.

## **Section 26.9 Special Provisions**

401. Any proposed discipline resulting from the FTA Drug and alcohol testing program shall be in accordance with the SFMTA Substance Abuse Policy And Procedures Handbook (June 2010). The SFMTA recognizes the rights of employees and/or the Transport Workers Union Local 250-A, to challenge such discipline pursuant to Article 19 and 22. The Executive Director/CEO or designee will act in a fair and equitable

manner, and shall prescribe that no personnel hired, contracted, selected or directly involved in the drug and alcohol testing program shall propose or render discipline.

402. If there is any conflict between this Article and the SFMTA Substance Abuse Policy And Procedures Handbook, the SFMTA Policy and Procedures shall prevail. SFMTA shall not make any changes to the Handbook on matters that are mandatory subjects of bargaining without first providing the Transport Workers Union Local 250-A with notice and an opportunity to bargain and completing any required bargaining process.

**Section 26.10 Drug and Alcohol Testing for Safety Sensitive Employees**

403. No later than October 1, 2019, the parties will initiate discussions on drug and alcohol testing for safety sensitive employees covered by this Agreement.

CLEAN MOU TWU Local 200 page 1 and 64





**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY**

**AND**

**THE TRANSPORT WORKERS' UNION, AFL-CIO, LOCAL 200**

**FOR SERVICE CRITICAL CLASSIFICATIONS**

**AT THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY**

**July 1, 2022 - June 30, 2024**

removal authority over all personnel working for the Substance Abuse Program personnel, and shall be responsible for the supervision of the SAP.

(3) EAP Services:

The SFMTA and the Unions have concluded that it is in the best interests of all concerned to establish a uniform EAP Program for all employees. On this basis, the parties agree that the SFMTA shall engage an outside contractor to provide these services.

(4) The Peer Assistance System:

(a) Structure:

The outside contractor selected to provide EAP services shall also be directly responsible for the clinical and administrative management of the Peer Assistance Program. This Program shall be established on a 24-hour, seven-day a week basis. The peer assistants shall provide coverage during regular business hours (Monday - Friday, 8:30 a.m. - 5:00 p.m.) for all Muni worksites or sections. A system-wide EAP crisis hotline shall be established. Night, weekend and holiday crisis coverage shall be provided by one of the peer assistants and shall be rotated among the peer assistants, who shall be available on an electronic communication device. The full compensation of the Peer Assistant providing such night, weekend and holiday coverage shall be by Standby Pay at the rate of ten percent (10%) of their regular straight time rate of pay. Standby Pay will not be provided for regular daily coverage.

(b) Peer Assistance Oversight Committee:

This Committee, composed of one representative from Locals 250A, 200, 6, 790 and 1414, shall be responsible for trouble-shooting and making decisions on program operations.

(c) SFMTA Liaison:

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

(d) Qualifications:

- A MUNI employee who has previous counseling experience or is interested in peer counseling and is willing to make a two year commitment to pursue training and education toward certification as a drug and alcohol counselor

OR

- A MUNI employee who was a former substance abuser who has been clean and sober for a least two years and who continues to participate in a twelve step program

OR

- A MUNI employee who has had experience with family members' substance

abuse and who had participated in a self-help group for co-dependency

AND

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

AND

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

(e) Duties:

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

(f) Staffing:

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

(g) Volunteer Peer Assistants:

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

(h) Functions:

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

(i) Civil Service Commission Approval:

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

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

- (1) An employee who has a drug and/or alcohol abuse problem and has not been selected for drug and/or alcohol testing can voluntarily refer themselves to the EAP for treatment. The EAP will evaluate the employee and make a specific determination of appropriate treatment. An employee who has completed two rehabilitation programs may not elect further rehabilitation under this program.
- (2) In the case of the up to two voluntary, employee-initiated referrals, the SFMTA will pay the employee the difference between the employee's SDI benefits, use of accrued paid leaves, and any catastrophic illness benefits, and the employee's regular hourly base pay, for up to the eight hours per day for full-time employees and up to three hours per day for part-time employees, up to a maximum of 21 work days during a five-year period. This provision shall not apply in the event the employee does not receive SDI benefit payments or during the follow-up period established by the SAP after a positive test.

**D. NON-PAID STATUS DURING TREATMENT AFTER POSITIVE TEST**

The employee will be in a non-pay status during any absence for evaluation or treatment, while participating in a rehabilitation program.

**E. EDUCATION AND TRAINING**

The foundation of this Program is education and voluntary compliance. It is recognized that alcohol and chemical dependency may make voluntary cessation of use difficult, and one of the Program's principal aims is to make voluntary steps toward ending substance abuse easily available.

The outside contractor shall review and develop on-going educational and training information on the adverse consequences of substance abuse and the responsibility to avoid being under the influence of alcohol or chemicals at work. Certain training required by the DOT Regulations shall be the responsibility of the Substance Abuse Program.

**F. CONFIDENTIALITY**

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

**G. FUNDING**

The Employee Assistance Program and the Peer Assistance Oversight Committee shall be funded by the SFMTA.

**H. SPECIAL PROVISIONS**

Any proposed discipline resulting from the FTA Drug and alcohol testing program shall be in accordance with the CBAs, as amended June 12, 1995. The SFMTA recognizes the rights of employees and/or the Unions, who may consider themselves aggrieved by any discipline proposed, to raise such grievance through the authorized grievance procedure. The SFMTA General Manager will act in a fair and equitable manner, and shall prescribe that no personnel hired, contracted, selected or directly involved in the drug and alcohol testing program shall propose or render discipline.

MTA L6 Clean with Wage Schedule 6-18-19 page 4 and 67



**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY**  
**AND**  
**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**  
**LOCAL 6**

**FOR SERVICE CRITICAL CLASSIFICATIONS**  
**AT THE MUNICIPAL RAILWAY AND SUSTAINABLE STREETS**  
**DIVISION**

**July 1, 2022 - June 30, 2024**

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***V.E. SAFETY EQUIPMENT***

465. The SFMTA agrees to provide all required safety equipment (i.e., protective eyewear, protective footwear, hearing protection) in compliance with Cal-OSHA regulations.
466. The SFMTA agrees to provide goggles, hard hats, ear plugs, dust masks, respirators, leather gloves and all safety equipment, as needed, for all employees working in classifications covered by the terms of this agreement. Employees who wear prescription glasses shall be provided with prescription safety glasses at least every two years, consistent with the SFMTA eye protection program.

***V.F. SAFETY SHOES***

467. The SFMTA agrees to provide safety shoes to represented employees, every 12 months.

***V.G. MISCELLANEOUS CONDITIONS OF EMPLOYMENT***

Attendance:

468. The attached (MUNI Bulletin 4.4, Attendance Policy issued July 14, 1986, re-issued December 8, 1986) is applicable to all MUNI jobsite locations.
469. SFMTA and Local 6 agree to meet and discuss a proposed SFMTA attendance policy to replace current rules.

Lunch Room Facilities:

Lunchroom facilities are provided unit employees at the following jobsite locations:

470. Signal and Communications Systems (equipped with refrigerator, microwave, tables and chairs), Radio Shop, Fare Box, Metro Heavy Overhaul, Electric Motor Shop, Metro Field Maintenance, Cameron Beach Car House (P.M. Inspections), P.C.C. Historical Fleet, Metro Running Repair, Potrero Trolley Maintenance, Presidio Trolley Maintenance, Cable Car Shop and Electronic Shop.
471. No-cost Parking/MUNI: Pursuant to the Award of Arbitrator Buddy Cohn dated October 1, 1999, the SFMTA has committed itself to a practice of using its best, good faith effort to furnish no-cost employee parking on SFMTA-controlled property or, when such space is unavailable, to obtain free parking elsewhere; but, when business needs, costs or other legitimate considerations outweigh the ability to secure suitable free parking, the SFMTA is not obligated to acquire it or reimburse its costs.

***V.H. EMPLOYEE ASSISTANCE PROGRAM (EAP) AND PEER COUNSELING PROGRAM***

472. Services provided to covered SFMTA employees.

## ARTICLE VI – SUSTAINABLE STREETS DIVISION

### *VIA WORKING CONDITIONS AT THE SUSTAINABLE STREETS DIVISION*

#### **Safety Practices:**

473. All work practices at the Sustainable Streets Division must meet the standards of the International Municipal Signal Association and the Caltrans Work Zone Safety Regulations.

#### **Safety Meetings:**

474. Safety meetings at the Sustainable Streets Division are held every payday on each shift with unit employees.

#### **Security of Employees Effects and Tools:**

475. Bargaining Unit employees at the Sustainable Streets Division shall be provided safe and secure storage facilities for personal effects and work clothes (lockers or the equivalent); and for personally provided tools (lockers, storage area, lock boxes, etc.) where such tools are used in the performance of the employee's duties.

#### **Overtime, Shift, Vacation, Holiday Assignments:**

##### **Overtime**

476. (a) The SFMTA shall generate a list of eligible employees by seniority each fiscal year for overtime purposes. At the beginning of each fiscal year, overtime shall be initially offered by going down the seniority list. After SFMTA has gone through the seniority list once, SFMTA will thereafter offer overtime to the employee with the least number of accrued overtime hours. If that employee refuses the overtime offer, SFMTA will offer overtime to the employee with the next lowest number of accrued overtime hours until all overtime assignments are filled. Refusals of overtime are not counted as accrued overtime hours for the purpose of overtime distribution. If SFMTA reaches the end of the list of employees based on accrued overtime hours before all overtime assignments are filled, then the SFMTA will assign overtime by reverse seniority. SFMTA shall update the list of employees based on number of accrued overtime hours at least once every pay period, indicating the cumulative number of overtime hours worked by each employee for the fiscal year. This list shall be posted on the bulletin board by the following pay day and, upon request, the traffic signal shop shall provide the list to the Union within five (5) working days. Any hours documented as refusals shall be listed for informational purposes only.
477. (b) Scheduled overtime assignments shall be posted bi-weekly on the bulletin board, including all assignments in future weeks. When new work orders come in, or as additional shifts become available, they shall be updated to the posted availability within 24 hours, or as soon as practicable.

478. (c) When unexpected but immediate coverage is required, the SFMTA will first call the employee(s) assigned to pager assignment. If additional coverage is needed, management shall make reasonable efforts to contact employees utilizing the list. Management shall document the date and time of the attempt to contact employees and shall provide the documentation to the Union upon request within five (5) working days.
479. (d) The parties agree that management has an obligation to make reasonable efforts to provide opportunities for overtime for all employees based on the lowest number of accrued overtime hours. However, the parties recognize that strict adherence to offering overtime to the employee with the lowest number of accrued overtime hours may not be practicable in all circumstances. Therefore, under the following circumstances, the SFMTA may assign overtime based on operational need:
480. (e) When overtime is necessary in order to complete a job, the SFMTA may continue persons assigned to the work until its completion. If the assignment continues past the end of the work day, unless otherwise provided in this Section, the SFMTA shall offer that overtime based on subsection (a) of this Section. If the SFMTA believes an exception is warranted based on extenuating circumstances, it may assign the overtime based on operational need and must notify the Union when this occurs. Provided, however, that if this exception denies any employee an opportunity for overtime based on the provisions of sub-paragraph (a), the parties agree to meet to review the SFMTA's decision to assign work past the end of an employee's work day, upon request of either party.
481. (f) The Sustainable Streets pilot project language set forth in subsection (g) below shall expire on the last day of this Agreement:
482. (g) Sustainable Streets pilot project for exceptions warranting overtime assignments out of sequence: The parties recognize that strict adherence to offering overtime to the employee with the lowest number of accrued overtime hours may not be practicable in all circumstances. Therefore, under the following circumstances, the SFMTA may assign overtime based on operational need:
483. (i) When overtime is worked in connection with a special project, overtime for that project may be restricted to the complement of employees assigned to that project; provided however, that SFMTA shall notify the Union when this situation occurs. If the terms of this paragraph result in complaints regarding the distribution of overtime opportunities, the parties agree to meet to review such complaints, on a case by case basis, upon request of either party.
484. (ii) When an employee must attend to a work task the next day that cannot be substituted by another employee. In such cases, SFMTA may skip the employee in offering overtime provided, however, that if this exception denies any employee an opportunity for overtime, the parties agree to meet to review the work task assignment, upon request of either party.

ARTICLE VI – SUSTAINABLE STREETS DIVISION

485. (iii) When unexpected but immediate coverage is required, and the employee assigned to pager assignment is unable to respond within one hour, or within a shorter response time when required due to an emergency situation, the SFMTA may assign the overtime work based on operational need and then notify the Union when this situation occurs.
486. (iv) The parties agree that this pilot program will not be used to deny overtime opportunities to any employee at Sustainable Streets, and the SFMTA agrees to make reasonable efforts to offer overtime assignments based on provisions of sub-paragraph (a) whenever practicable. At least 24 hours in advance of each meeting of the Union/SFMTA Relations Committee, SFMTA shall provide the Union with data showing the overtime hours worked over the preceding three (3) months by each employee in the shop to confirm compliance with this section.

**Vacation:**

487. Vacation for covered employees in the Sustainable Streets Division shall be granted according to the following procedures:
488. Vacation is bid, annually, based upon seniority (date of certification in classification). Bid period to be completed by April 1. After close of bid period, vacations requests granted on first come, first serve basis, based upon needs of department.

**Miscellaneous Conditions of Employment:**

**Sick Leave Use Rules:**

489. Employees at the Sustainable Streets Division are required to “call in” prior to the start of employee’s shift in order for sick leave to be granted. Employees are required to call in by 7:30 am.

## ARTICLE VII - SCOPE

490. The parties recognize that re-codifications may change the references to specific Civil Service Rules and Charter sections contained herein. Therefore, the parties agree that in this event, such terms will be read as if they accurately reference the same sections in their newly codified form.
491. Nothing contained in this Agreement shall have application to changes of Civil Service Rules excluded from bargaining pursuant to Charter Section A8.409-3.

### ***VII.A. SAVINGS CLAUSE***

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

### ***VII.B. REOPENER***

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

### ***VII.C. ZIPPER CLAUSE***

494. This Agreement sets forth the full and entire understanding of the parties regarding the matters herein. This Agreement may be modified, but only in writing, upon the mutual consent of the parties except as otherwise provided herein.
495. Pursuant to the zipper clause provision in the 1997-2001 MOU, the parties agree that any and all past practices and understandings not memorialized and incorporated into this Agreement, or the appendices hereto, shall no longer be enforceable.

### ***VII.D. DURATION OF AGREEMENT***

496. This Agreement shall be effective July 1, 2022, and shall remain in full force and effect through June 30, 2024

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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 1021**

**FOR SERVICE CRITICAL CLASSIFICATIONS  
AT THE MUNICIPAL TRANSPORTATION AGENCY**

**July 1, 2022 - June 30, 2024**

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## **DEPARTMENTALS / SUPPLEMENTAL AGREEMENTS**

### **ADDENDUM BETWEEN DEPARTMENT OF TRANSPORTATION AND SEIU LOCAL 1021 – EAP PROGRAM**

Transport Workers Union Locals 250A and 200, Automotive Mechanics Local 1414, Building Material and Construction Teamsters Local 216, International Brotherhood of Electrical Workers Local 6, Laborers Union Local 261, Service Employees International Union Local 1021, Stationary Engineers Local 39, and Glazier and Glass Workers, Local 718, and the Public Transportation Department (“PTD”) hereby agree to create an Employee Assistance Program for fiscal years 1997-2000 as follows:

#### **A. Overview of EAP Program**

This Employee Assistance Program (“EAP”) shall cover employees only, and is designed to assist employees, in consultation with their families where clinically appropriate, with problems that may affect their ability to perform their jobs. The EAP shall offer counseling services, including assessment, referral, and follow-up services.

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

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

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

The primary goal of the EAP will be to maintain employee’s ability to be fully productive on the job. EAP’s help employees, management, and supervisors maintain a high level of service by:

Motivating employees to help;

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

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

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

Providing crisis intervention services;

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

Acting as an education and training resource.

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

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

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

- Maintain a toll-free telephone access for referrals and respond to calls in no more than sixty (60) seconds.
- Provide union/management consultation relative to the development and integration of organizational policies and procedures necessary for effective Employee Assistance Program implementation.
- Orient employees regarding the purpose, scope, nature and use of the Employee Assistance Program.
- Train Union (including Division Chairpersons and any other Union officials), supervisory and management staff to develop the knowledge and skills necessary to effectively utilize the program in the performance of their responsibilities.
- Provide direct one-to-one counseling utilizing licensed professional staff for crisis management and to identify and evaluate personal concerns among Employer’s employees and/or their immediate dependents. Such direct counseling shall provide for three (3) sessions per family per year. Fees for any counseling sessions exceeding three (3) will become the financial responsibility of the employee and/or dependent, unless otherwise arranged for by the employer. For non-urgent situations, an appointment will be offered within seventy-two (72) hours of request. For urgent situations, an appointment will be offered on the same day as the request for service.
- Provide legal consultation, medical advice, financial consultation; one (1) consultation per incident is provided for each service, up to three (3) incidents per service, per year.
- Provide referral services to professional community resources for treatment and/or assistance, as may be appropriate.
- Provide continuing liaison and contact, when appropriate, between the employee, treatment agent or agency, and Employer to determine case status.
- Provide monthly statistical evaluation of program activity, and other reports, as needed.
- Send its principal or designated representative to monthly meetings of the Municipal Railway Improvement Fund Board of Trustees, and any other meetings as reasonably required.
- Assess all employees involved in Critical Incidents (e.g., on the job assaults, threats and/or accidents) that occur while on duty.
- Provide up to three (3) counseling visits per employee involved in a Critical Incident.
- Develop Critical Incident Program Policies and Procedures.
- Provide Critical Incident Case management, including:
  - (a) Determination regarding an employee’s ability to perform duties, including coordination with management and union personnel for employees who require time off work as a result of a Critical Incident;
  - (b) Assisting employees in securing additional counseling visits beyond the three (3) Critical Incident/trauma response visits described above, when necessary.

**B. Organization**

(1) The Joint Labor-Management Committee:

- (a) Membership and Meetings: Five (5) Committee members and two (2) alternate members to be appointed by the Unions. Five (5) Committee members to be appointed by the SFMTA.

If the SFMTA chooses to appoint less than five persons, it shall still have voting strength equal to that of the Unions. On the matters that come before the

Committee, the SFMTA shall have one vote and the Unions shall have one vote. The vote of each side shall be controlled by the votes of the Committee members present for each respective side.

The Committee shall elect from its ranks a Chairperson and a Co-Chair, one of whom shall be a City appointee and the other the Unions' appointee. The Chair shall be held by one side for a year, then relinquished to the other side for the next year. Either the City or the Unions may replace their named Chair or Co-Chair at any time. The Chair shall preside over meetings of the Committee. In the absence of the Chair, the Co-Chair shall so preside. The SFMTA Director shall provide staff support to the Committee as appropriate.

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

- (b) Functions: To receive and review information regarding the Substance Abuse and Peer Assistance Programs.
- (c) Consolidation of Committees: The parties to this Agreement and to the Agreement concerning drug and alcohol testing and EAP between TWU Local 250A and the SFMTA may elect to combine the joint labor-management committee established here and in the Local 250A Agreement.

(2) Substance Abuse Program:

The SFMTA Director or designee will manage all aspects of the FTA-mandated Substance Abuse Program. The Director or designee shall have appointing and removal authority over all personnel working for the Substance Abuse Program personnel, and shall be responsible for the supervision of the SAP.

(3) EAP Services:

The City and the Unions have concluded that it is in the best interests of all concerned to establish a uniform EAP Program for all employees. On this basis, the parties agree that the City shall engage an outside contractor to provide these services.

(4) The Peer Assistance System:

(a) Structure:

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

(b) Peer Assistance Oversight Committee:

This Committee, composed of one representative from Locals 250A, 200, 6, 1021 and 1414, shall be responsible for trouble-shooting and making decisions on program operations.

(c) SFMTA Liaison:

The PTD Liaison shall be an individual designated by the Director of SFMTA to serve as the City’s emissary in matters such as labor relations and administrative issues.

(d) Qualifications:

- A SFMTA employee who has previous counseling experience or is interested in peer counseling and is willing to make a two year commitment to pursue training and education toward certification as a drug and alcohol counselor

OR

- A SFMTA employee who was a former substance abuser who has been clean and sober for a least two years and who continues to participate in a twelve step program

OR

- A SFMTA employee who has had experience with family members’ substance abuse and who had participated in a self-help group for co-dependency

AND

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

AND

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

(e) Duties:

- Assist employees in accessing the Voluntary Substance Abuse Program and EAP.
- Provide on-going support and case management for clients in the Voluntary Substance Abuse Program.
- Abide by state and federal confidentiality laws.
- Publicize the EAP verbally and through distribution of literature.
- Provide employees with information regarding the EAP and Voluntary Substance Abuse programs and create a forum for employees to discuss their concerns.
- Assist in publication of Voluntary Substance Abuse Program newsletter.
- Seek out opportunities to participate in training programs to further develop knowledge and skills.
- Develop and implement new ideas to increase utilization and maximize the effectiveness of the EAP and Voluntary Substance Abuse Programs.
- Develop and maintain a professional environment in which to interact with clients.

- Develop a group of volunteers in the divisions to support the goals of the EAP and Voluntary Substance Abuse Programs.
- Assist in education and training sessions for new and existing employees.
- Keep accurate records of client contacts and promotional activities.

(f) Staffing:

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

(g) Volunteer Peer Assistants:

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

(h) Functions:

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

(i) Civil Service Commission Approval:

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

**C. Pay Status During Voluntary Self-Referral Treatment (Voluntary Substance Abuse Program)**

- (1) An employee who has a drug and/or alcohol abuse problem and has not been selected for drug and/or alcohol testing can voluntarily refer themselves to the EAP for treatment. The EAP will evaluate the employee and make a specific determination of appropriate treatment. An employee who has completed two rehabilitation programs may not elect further rehabilitation under this program.
- (2) In the case of the up to two voluntary, employee-initiated referrals, the PTD will pay the employee the difference between the employee's SDI benefits, use of accrued paid leaves, and any catastrophic illness benefits, and the employee's regular hourly base pay, for up to the eight hours per day for full-time employees and up to three hours per day for part-time employees, up to a maximum of 21 work days during a five-year period. This provision shall not apply in the event the employee does not receive SDI benefit payments or during the follow-up period established by the SAP after a positive test.

**D. Non-Paid Status During Treatment After Positive Test**

The employee will be in a non-pay status during any absence for evaluation or treatment, while participating in a rehabilitation program.

**E. Education and Training**

The foundation of this Program is education and voluntary compliance. It is recognized that alcohol and chemical dependency may make voluntary cessation of use difficult, and one of the Program’s principal aims is to make voluntary steps toward ending substance abuse easily available.

The outside contractor shall review and develop on-going educational and training information on the adverse consequences of substance abuse and the responsibility to avoid being under the influence of alcohol or chemicals at work. Certain training required by the DOT Regulations shall be the responsibility of the Substance Abuse Program.

**F. Confidentiality**

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

**G. Funding**

During fiscal years 1997-2000 the Employee Assistance Program and the Peer Assistance Oversight Committee shall be funded by the City.

**H. Special Provisions**

Any proposed discipline resulting from the FTA Drug and alcohol testing program shall be in accordance with the MOUs, as amended June 12, 1995. The SFMTA and the City recognize the rights of employees and/or the Unions, who may consider themselves aggrieved by any discipline proposed, to raise such grievance through the authorized grievance procedure. The SFMTA Director will act in a fair and equitable manner, and shall prescribe that no personnel hired, contracted, selected or directly involved in the drug and alcohol testing program shall propose or render discipline.

**APPENDIX A – SFMTA BUDGET COMMON GOOD PROPOSAL**

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.

## ATTACHMENT A

### SIDELETTER BETWEEN SEIU, LOCAL 1021 AND THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

#### Regarding Joint Labor Management Committee to Address Transit Ambassador Series Issues

The parties recognize there are 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 subjects 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;
- 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.



## ATTACHMENT B

### SIDELETTER BETWEEN SEIU, LOCAL 1021 AND THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

#### Regarding 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 documents 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 classification 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 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 the 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 Smart Recruiters 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<sup>st</sup>, 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.