



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

City Counter UP014.001 – Holidays and Holiday Pay

Date: 4/12/22

Time: _____

ARTICLE III – PAY, HOURS AND BENEFITS

III.F. HOLIDAYS AND HOLIDAY PAY

144. 1. Except as otherwise provided herein, and except when normal operations require, or in an emergency, employees shall not be required to work on the following days hereby declared to be holidays for such employees:

145. January 1, the third Monday in January (Martin Luther King, Jr.'s Birthday), the third Monday in February (President's Day), the last Monday in May (Memorial Day), June 19 (Juneteenth), July 4, first Monday in September (Labor Day), the second Monday in October (~~Columbus Day~~ Indigenous People's Day/Italian American Heritage Day), November 11 (Veterans' Day), Thanksgiving Day, the Day After Thanksgiving, December 25, any day declared to be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United States.

146. 2. For those employees whose normal work week is Monday through Friday, in the event a legal holiday falls on a Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under the department head's jurisdiction on such preceding Friday so that said public offices may serve the public. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on a Saturday shall be allowed a day off in lieu thereof as scheduled by the Appointing officer in the current Fiscal Year.

147. 3. Holidays Compensation for Time Worked. Employees required by their respective

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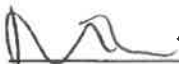
appointing officers to work on any of the above specified or substitute holidays, excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation of one additional day's pay at time-and-one-half the usual rate (i.e., 12 hours pay for 8 hours worked) or a proportionate amount for less than 8 hours worked provided, however, that at the employee's request and with the approval of the appointing officer, an employee may be granted compensatory time off in lieu of paid overtime pursuant to the provisions herein.

151. 6. Floating Holidays. In addition to the holidays listed above, the employees covered under this CBA will receive five floating holidays. The five floating holidays may be taken on days selected by the employee subject to prior scheduling approval of initial eligibility for the five floating holidays. Employees hired on an as-needed, part-time, intermittent or seasonal basis shall not receive the five floating holidays. The five floating holidays ~~may~~ **shall** be carried forward from one fiscal year to the next. **Floating holidays received in one fiscal year but not used will be carried forward to the next succeeding fiscal year. The number of floating holidays carried forward to a succeeding fiscal year shall not exceed the total number of floating holidays received in the previous fiscal year.** Floating Holidays may be taken in hourly increments up to and including the number of hours contained in the employee's regular shift. No compensation of any kind shall be earned or granted for the five floating holidays if not taken off. The five floating holidays shall not be considered holidays for purposes of calculating holiday compensation for time worked.


Tentative Agreement:

FOR THE SFMTA

FOR THE UNION



 Dominique Windberg
 Chief Negotiator
 SFMTA/CCSF
 4/12/22 Date



 Roger Marengo
 Chief Negotiator
 TWU 250-A 9163
 Tue. Apr. 12, 2022 Date
 7410 ASW CCSF

APPROVED AS TO FORM

 Jennifer Stoughton Date
 Deputy City Attorney

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City Counter UP011.001 – Additional Compensation

Date: 4/12/22

Time: _____

ARTICLE III – PAY, HOURS AND BENEFITS

III.D ADDITIONAL COMPENSATION

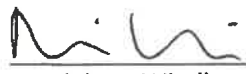
3. LEAD PERSON PAY

131. Employees in classification 7410 designated, in writing, by their supervisor or foreman as lead person shall be entitled to ~~\$12.50~~ **\$15.00** per day when required to take the lead on any job with at least four persons in the same classification assigned or when supervising at least three (3) non-departmental personnel (i.e. SWAP, G.A., etc.). For all 7410 assigned to supervise non-departmental personnel, the Department shall provide these employees with working communication equipment for proper communication and safety reasons.

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 4/12/22
 Dominique Windberg Date
 Chief Negotiator
 SFMTA/CCSF

 Tue. Apr. 12, 2022
 Roger Marengo Date
 Chief Negotiator
 TWU 250-A 9263 ~~7410 ASW CCSF~~

APPROVED AS TO FORM

 Jennifer Stoughton Date
 Deputy City Attorney

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

City Counter UP002.001 – Shop Stewards

Date: 4/12/22

Time: _____

ARTICLE I - REPRESENTATION

I.F. SHOP STEWARDS UNION REPRESENTATIVES

9. The UNION shall furnish the CITY with an accurate list of ~~shop stewards~~ **Union representatives**. The UNION may submit amendments to this list at any time because of the permanent absence of a designated ~~shop steward~~ **Union representative**. If a ~~shop steward~~ **Union representative** is not officially designated in writing by the UNION, none will be recognized.
10. The UNION and the CITY recognize that it is the responsibility of the ~~shop steward~~ **Union representative** to assist in the resolution of grievances or disputes at the lowest possible level. No more than two ~~shop stewards~~ **Union representatives** representing a particular worksite may assist in the resolution of grievances or disputes arising in that worksite. Should that ~~shop steward~~ **Union representative** be unavailable, a ~~shop steward~~ **Union representative** representing another shop may substitute.
11. While handling grievances or meeting with CITY representatives concerning matters affecting the working conditions and status of employees covered by CBA, the ~~shop steward~~ **Union representative** shall be allowed time off during normal working hours to perform such duties without loss of pay, provided, however, that time off for investigation shall be reasonably related to the difficulty of the grievance. The ~~shop steward~~ **Union representative** shall not be paid overtime if UNION duties carry the employee past the employee’s normal duty schedule. ~~Shop stewards~~ **Union representatives** shall request time off at least 48-hours in advance of the time off requested, where practicable.
12. If, in the judgment of the supervisor, permission cannot be granted immediately to the ~~shop steward~~ **Union representative** to investigate or present a grievance during on-duty

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time, such permission shall be granted by the supervisor no later than the next working day from the date the ~~shop steward~~ Union representative was denied permission.

- 13. In handling grievances, the ~~shop steward~~ Union representative shall have the right:
- 14. 1. to consult with an employee regarding the presentation of a grievance or dispute after the employee has requested the assistance or presence of the ~~shop steward~~ Union representative;
- 18. In emergency situations, where immediate disciplinary action must be taken because of violation of law or a CITY or departmental rule (intoxication, theft, etc.) the ~~shop steward~~ Union representative shall, if possible, be granted immediate permission to leave the ~~steward's~~ Union representative's post of duty to assist in the grievance procedure.
- 19. ~~Shop stewards~~ Union representatives shall not interfere with the work of any employee.
- 20. ~~Stewards~~ Union representatives shall receive timely notice of and shall be permitted to make appearances at all departmental orientation sessions in order to distribute UNION materials and to discuss employee rights and obligations under this CBA.

Tentative Agreement:

FOR THE SFMTA

FOR THE UNION

Dominique Windberg 4/12/22
 Dominique Windberg Date
 Chief Negotiator
 SFMTA/CCSF

Roger Marengo Tue. Apr. 13, 2022
 Roger Marengo Date
 Chief Negotiator
 TWU 250-A 9163 ~~7410 ASW CCSF~~

APPROVED AS TO FORM

 Jennifer Stoughton Date
 Deputy City Attorney

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

City Counter 002 UP013.001 – Protective Uniforms

Date: 4/12/22

Time: _____

ARTICLE IV – WORKING CONDITIONS

IV.B PROTECTIVE UNIFORMS

241. 3. When employees working in classifications covered by this Agreement, start their employment, the CITY agrees to provide a total of eleven (11) clean protective uniforms, selected by employees in some combination of the following: (a) coveralls, (b) bib overalls, or (c) work pants and shirts. On an annual basis, employees may select a different combination of protective uniforms. Employees must wear a protective uniform while working. In addition, the CITY will provide two work jackets to new employees at the start of their employment and to each current employee no later than October 1, 2019. The cost of furnishing and laundering protective uniforms and jackets shall be paid by the CITY. **The CITY shall provide an annual stipend of four hundred and eighty dollars (\$480) for uniform laundering for employees whose Department does not provide laundering service.**

Tentative Agreement:

FOR THE SFMTA

FOR THE UNION

4/12/22
 Dominique Windberg Date
 Chief Negotiator
 SFMTA/CCSF

Thu Apr 12, 2022
 Roger Marengo Date
 Chief Negotiator
 TWU 250-A 9263 7410 ASW CCSF

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Employee Relations
City and County of San Francisco
Department of Human Resources

CCSF NEGOTIATIONS 2022

**Transport Workers Union,
Local 250-A**

APPROVED AS TO FORM

Jennifer Stoughton
Deputy City Attorney

Date

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City Counter UP002.001 – Election of Remedies

Date: 4/12/22

Time: _____

ARTICLE II - EMPLOYMENT CONDITIONS


II.A. NON DISCRIMINATION


~~71. This section is not intended to affect the right of any employee to elect any applicable administrative remedy for discrimination proscribed herein. In the event that more than one administrative remedy is offered by the City, the Union and the employee shall elect only one. That election is irrevocable. It is understood that this paragraph shall not foreclose the election by an affected employee of any administrative or statutory remedy provided by law.~~

Tentative Agreement:

FOR THE SFMTA

FOR THE UNION

 4/12/22
 Dominique Windberg Date
 Chief Negotiator
 SFMTA/CCSF

 Tue. Apr. 12, 2022
 Roger Marengo Date
 Chief Negotiator
 TWU 250-A 9163 7410 ASW CCSF

APPROVED AS TO FORM

 Jennifer Stoughton Date
 Deputy City Attorney

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**Tentative Agreement - Successor MOU: July 1, 2022 to June 30, 2024
 CCSF – TWU Local 250-A 7410**

April 26, 2022

This is a comprehensive package proposal that resolves all outstanding issues between the City and County of San Francisco and Transport Workers' Union Local 250-A 7410 for a successor Memorandum of Understanding for the term July 1, 2022, to June 30, 2024.

Term:

July 1, 2022, to June 30, 2024.

Wages:

Effective July 1, 2022, represented employees shall receive a base wage increase of 5.25%.

Effective July 1, 2023, represented employees shall receive a base wage increase of 2.50%, except that if the March 2023 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2023-2024 that exceeds \$300 million, then the base wage adjustment due on July 1, 2023, will be delayed by approximately six (6) months, to be effective January 6, 2024.

Effective January 6, 2024, represented employees shall receive a base wage increase of 2.25%, except that if the March 2023 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2023-2024 that exceeds \$300 million, then the base wage adjustment due on January 6, 2024, will be delayed by approximately six (6) months, to be effective close of business June 30, 2024.

Acceptance of the following CCSF proposals and CCSF counters to Union proposals as described below:

- I. Tentative Agreements
 - a. CP 002 – Election of Remedies
 - b. City Counter to UP 02 – Shop Stewards
 - c. City Counter to UP 07 – Seniority Increments
 - d. City Counter to UP 11 – Additional Compensation

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- e. City Counter 002 to UP 13 – Protective Uniforms
- f. City Counter to UP 14 – Holidays and Holiday Pay
- g. City Counter to UP 007—Seniority Increments

II. All other proposals not listed above are dropped by the parties.

Tentative Agreement:

FOR CITY AND COUNTY OF SAN FRANCISCO

FOR THE UNION

Dominique Windberg
 Dominique Windberg Date
 Chief Negotiator
 SFMTA

Roger Marengo Fri. Apr. 29, 2022
 Roger Marengo Date
 Chief Negotiator
 TWU Local 250-A 7410

APPROVED AS TO FORM

 Jennifer Stoughton Date
 Deputy City Attorney

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The parties mutually agree to incorporate the following language in the next Memorandum of Understanding ("MOU"), effective July 1, 2022. By signing below, the parties agree to recommend approval of this tentative agreement.

TENTATIVE AGREEMENT

City Counter UP007 – Seniority Increments

ARTICLE III – PAY, HOURS AND BENEFITS

III.J. SENIORITY INCREMENTS

174. 1. Entry At The First Step. Employees shall advance to the second step upon completion of six (6) months service and to each successive step upon completion of the one (1) year required service.

New Appendix in MOU:

Rates Effective July 1, 2022 through June 30, 2023

<u>Step</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
<u>Hourly</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>
<u>Bi-Weekly</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>
<u>Annual</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>

Rates Effective July 1, 2023 to January 5, 2024

<u>Step</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
<u>Hourly</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>
<u>Bi-Weekly</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>
<u>Annual</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>

Rates Effective January 6, 2024 to June 30, 2024

<u>Step</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
<u>Hourly</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>
<u>Bi-Weekly</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>

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<u>Annual</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>
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Tentative Agreement:

FOR THE SFMTA

FOR THE UNION

Dominique Windberg

 Dominique Windberg Date
 Chief Negotiator
 SFMTA

Roger Marengo Fri. Apr. 29, 2022

 Roger Marengo Date
 Chief Negotiator
 TWU, Local 250-A (7410)

APPROVED AS TO FORM

 Jennifer Stoughton Date
 Deputy City Attorney

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