



TRANSPORT WORKERS UNION OF AMERICA

LOCAL 250A AFL-CIO

1508 FILLMORE ST. #211 ~ SAN FRANCISCO, CA. 94115

(415) 922-9495 WWW.TWUSF.ORG

TWU Local 250A (9163) Summary of TA with the SFMTA

A NEW IMPROVED TENTATIVE AGREEMENT WITH SFMTA!

We Recommend a YES Vote on this NEW TENTATIVE AGREEMENT (DATED 6/9/24)

The ratification vote will be held using the online service 'ElectionBuddy' (electronic voting) Starting Tuesday June 11, 9:00 p.m. and Ending Thursday June 13, 9:00 a.m.

Check Out Some Highlights Below!

Your Executive Board reached a tentative agreement with SFMTA on Sunday, June 9, 2024. We fought hard for this new Tentative Agreement ("TA"), & the Board unanimously recommends it for ratification.

Background

It was a difficult time to be in contract negotiations with SFMTA. The Agency is projecting a significant budget deficit for the next three years. The stimulus money SFMTA received from the federal government is almost gone. A regional tax bill which would have created extra funds to help BART, SFMTA, and other Bay Area transit was withdrawn on May 31. SFMTA was counting on the future funds. Additionally, the Mayor's office indicated three weeks ago that it would decrease funding to SFMTA.

We proved we are strong

Thanks to the unity of our membership, we reached a TA on June 9, 2024. This tentative agreement (TA) is a good deal that addresses the membership's interests.

As you know, the membership voted down the earlier April 26 TA and directed the Executive Board to fight for more. We heard that message loud and clear. Your Union leadership has been fighting for more by continuing to negotiate with MTA on May 30 & 31, June 3, 4, 7, 8, and 9, and the Union's leadership and lawyers have been meeting every day, often for over twelve hours a day, since May 29th.

We organized two rallies outside of SFMTA's headquarters at 1 South Van Ness. Many TWU Local 250A members attended on June 4 and June 7. Those rallies received media attention. At the same time, SFMTA was trying to rush the Union through the mediation/arbitration process on June 3, 4, 7, and 8, in order to receive what would have likely been an unfavorable arbitration panel decision. This mediation/ arbitration process is required by the San Francisco City Charter.



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The Union's rallies, where hundreds of members held signs, handed out flyers, and made their presence felt, along with the Union's legal strategy in front of the mediation/arbitration board, is likely what caused the Mayor of San Francisco to ask the Union to pause the mediation/arbitration proceedings to meet with the Mayor's office.

We worked all last weekend at City Hall, negotiating with the Mayor's Chief of Staff and SFMTA's Director of Transit, to create a new agreement for Operators. On Sunday June 9, Mayor London Breed herself entered the room where we were bargaining and signed this new Tentative Agreement on behalf of SFMTA. The City helped SFMTA afford this new TA.

In our new TA, The City and SFMTA agreed to provide more funding for Operator wages, and, very significantly, improve the Joint Labor Management Board ("JLMB") process to give us a way to solve Operator issues in a more efficient way, by allowing all of the Division Chairs to attend, holding the meetings in-person again, require the attendance of the Director of Streets, and to move to the top of the JLM agenda: Division-focused parking solutions, and to work on potentially changing the Headway scheduling system that replaced Timepoint, in order to reduce the negative impact on Operators.

IMPORTANT LEGAL NOTE: IF TWU LOCAL 250A DOES NOT HAVE A CONTRACT RATIFIED BY JUNE 13, 2024 - ACCORDING TO THE SF CITY CHARTER, SFMTA DOES NOT HAVE TO PAY WAGE INCREASES AND BENEFITS FOR THE FIRST FISCAL YEAR.

Under Charter Provision 8A.104(n), the City and SFMTA are not required to pay for any economic increases, wages or otherwise, in any new labor contract for fiscal year 2024-2025, if a proposed labor contract is not submitted by TWU 250A to the SFMTA Board of Directors by June 13, 2024. This is the primary reason why the Union, SFMTA, and the Mayor worked around the clock from May 29 until June 9, to reach a new Tentative Agreement (Labor Contract), with enough time for the Union's members to understand the changes and ratify the contract.

Note on wages: The previous contract included a Wage Agreement negotiated by the Public Employees Committee ("PEC"), which represents unions in the City. The PEC and the City could not agree. We wanted more, the City wanted to give us less. So a mediator decided on the wage increase amounts, which was accepted by all the City Unions. In this contract, we were also finally able to remove the "off ramps" which used to allow SFMTA to delay our raises in the event of a budgetary shortfall. These raises in our new TA are guaranteed. As part of our new TA, we were also able to secure extra increases during the first two years of our contract. This is big.



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As part of our new Tentative Agreement, Dated 6/9/24,
we secured extra wage increases on July 1, 2024 and July 1, 2025.

2024-2027 BASE WAGE INCREASES: 15% OVER 3 YEARS

2024-2025 fiscal year:

- July 1, 2024: 2.5% [this is the PEC agreement plus an additional 1%]
- January 4, 2025: 1.5%
- June 30, 2025: 1%

2025-2026 fiscal year:

- July 1, 2025: 2% [this is the PEC agreement plus an additional 1%]
- January 3, 2026: 1.5%
- June 30, 2026: 2%

2026-2027 fiscal year:

- January 2, 2027: 2%
- June 30, 2027: 2.5%

	DATE	PAY RAISE %	NEW BASE RATE
WAGE INCREASE DATES:	7/1/2024	2.5%	\$45.46
	1/4/2025	1.5%	\$46.14
	6/30/2025	1.0%	\$46.60
	7/1/2025	2.0%	\$47.53
	1/3/2026	1.5%	\$48.25
	6/30/2026	2.0%	\$49.21
	1/2/2027	2.0%	\$50.20
	6/30/2027	2.5%	\$51.45
Total % Increase:		15.0%	



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In exchange for these extra pay increases for all Operators, we agreed to:

1. Create a new 6 month training step for the pay scale, which is 65% of Operator's Base Pay. Starting July 1, 2024, new hires would be at 65% for 6 months, and then progress through the remaining three steps (70%, 75%, 80%, and 100%) as under the prior MOU.
2. Uniform allotment – Will be provided every other year, instead of every year.
3. We are scheduling a settlement meeting with a PERB judge or agent to try to resolve the inconvenience pay issues and potential backpay. We want to use the settlement process to end SFMTA's practice of requiring us to start work at one location and end work at another location without getting paid for that return travel time. We do not know whether we will be able to win a backpay order in this inconvenience pay PERB case. Because this new TA will cost SFMTA so much money, during the new contract period we will hold off on an obligation for SFMTA to have to pay out an inconvenience pay backpay award (if any) and on interest accruing on that money (if any).
4. Dropped the extra rain gear proposal, since we will likely be issued something comparable in place of the reversible jackets that have been discontinued.

Some of the KEY provisions of the NEW June 9th Tentative Agreement are the following:

1. A WAY TO SOLVE PROBLEMS LIKE PARKING, HEADWAY AND DISCIPLINE

Improving the Joint Labor Management Board ("JLMB") process so it solves the main problems identified by the Operators like Parking and Headway. Division Chairpersons will meet with SFMTA management monthly, in person, to work to solve problems, and the Streets Director will be there. SFMTA management will prioritize our parking and headway issues. Parking issues/needs will be identified by division and we will work on the Division specific solutions such as managed parking, that makes sense for each Division. (The Union included in its proposal that SFMTA a number of placards for Operators to put in their vehicles to prevent ticketing, but we were unable to obtain that benefit.) SFMTA has also agreed to move to the top of the JLMB agenda how the Headway scheduling system impacts Operator working conditions and morale.



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2. THE NEW JUNE 9TH TENTATIVE AGREEMENT INCORPORATES MOST OF WHAT SFMTA AND THE UNION AGREED UPON ON APRIL 26TH, INCLUDING:

- a. High Volume Service Days Premium: This will provide up to eight (8) hours of double time pay for Operators who work on days that SFMTA designates as "High Volume Service Days". (Could be Bay to Breakers, New Years Eve, etc.)
- b. Jury Duty Leave Benefit: Operators whose regular shifts are outside of court hours won't have to work assigned shifts beginning the Saturday before the date indicated on the summons and continuing through the duration of the Operator's jury service.
- c. Vacation Sign Up: Vacation sign ups will take place in January of each year and be in effect from February through January of each year.
- d. Reassigned to a Different Mode in Lieu of Termination: For Operators who may be terminated based on a collision or incident, the training department may with Union approval, reassign the operator to another mode that the Operator is qualified for.
- e. Reinstating Past Practice in the Contract: Clarifying that Past Practice evidence can be used in the grievance process and arbitration to clarify ambiguous contract language.
- f. TWU Business Leave for Officers / Recording Secretary: Fixes the existing administrative problem where the full-time union officers and Recording Secretary are not receiving credit towards pension, sick time or vacation time when doing union work. They will now be able to accrue compensation time with the agency normally, as though they were driving. Per the membership meeting vote in May, this fix for the Recording Secretary will start July 1, 2024, instead of in 2026.

3. To view the complete Tentative Agreement, visit our website (twusf.org), Click '2024 TENTATIVE AGREEMENTS', then scroll down and Click '9163 Operators'. We are working to get the new TA package posted as soon as we can. The new TA will be titled 'Comprehensive Package Proposal 6/9/24 4pm' at the top of the page. If you see a package that says 'Date: 4/26/24', that's the old TA. This means the new one has not been posted yet.



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SOME THINGS SFMTA WANTED, BUT THE UNION BLOCKED:

1. Locking operators into Rail
2. More severe penalties for tardies and AWOL
3. Removing City Code 12W Sick Leave Protections
4. Taking away paid bereavement benefits (we're the only unit has it)
5. Weakening the grievance procedure
6. Changing all the Extra Boards to Floating

SOME THINGS WE ASKED FOR BUT SFMTA DENIED:

1. Make Operators eligible for assault leave when assaulted in uniform an hour before or after work
2. If the Agency is late on their grievance decision, the grievance shall be granted
3. Extra Floating Holidays
4. Extra Premium if you're missing a leader
5. Lower discipline for Working Miss Outs
6. Increase lunch pay from 20min for 6hrs straight work, to 30min for 5hrs work

INFO MEETINGS ABOUT THE NEW (June 9th) TENTATIVE AGREEMENT:

Please attend any or all of the following meetings to learn details about the TWU 250A Operator (9163) Tentative Agreement with SFMTA. This will be an opportunity for you to hear from the Officers, Division Chairs, and lawyers about the Tentative Agreement, the bargaining with SFMTA and the Mayor, and the Ratification vote.

(1) We Had One Yesterday, Monday June 10, 2024, 5:00pm at the Union Office/ZOOM

(2) Tuesday, June 11, 2024, 1:00 p.m. to 2:00 p.m., at the Union Office/ZOOM

(3) Monthly Membership Meeting - Wednesday, June 12, 2024,
-Daytime Meeting 12:00 p.m. to 1:00 p.m., Local 250A Union Hall, 1508 Fillmore St., SF
-Evening Meeting: 7:00p.m., Islais Creek Division, Community Room,
1301 Cesar Chavez (Enter on Indiana St.)



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ANTHONY BALLESTER
PRESIDENT

PETER WILSON
EXECUTIVE VICE PRESIDENT

MICHAEL DENNIS
SECRETARY TREASURER

ROWEN WU
RECORDING SECRETARY

VICE PRESIDENTS
LAN LAU
MINH LU
ROBERT M. GAINER
KARL CATO

EXECUTIVE BOARD
KEVIN DAVIS
EVA CHAU
KEN LAU
ZHUO MA
LYLE BAGGAO
TERRENCE HALL

YOU WILL NEED THE PASSCODE THAT IS SENT WITH ANY ZOOM MEETING LINK TO ACCESS THE MEETING. You will be muted during the Zoom meeting by the host, but there will be an opportunity to ask questions during the meeting. You may have to use the "raise hand" feature on the Zoom application. LOOK FOR THE ZOOM LINKS FROM THE EXECUTIVE BOARD.

VOTING TO RATIFY THE CONTRACT:

We will be using the online service 'ElectionBuddy' for electronic voting. The same service that was used for the previous survey where people were notified by text/email. If you did not previously receive a text or email for that survey, then we need your correct contact information for voting. Please submit to your Division Chairs your:

- Name
- DSW #
- Personal email (not SFMTA email)
- Primary Cell Phone # for text messages

Voting is scheduled to:

Start Tuesday, June 11, 2024, at 9:00 p.m.

End Thursday, June 13, 2024, at 9:00 a.m.

In Solidarity,

Your TWU 250A Executive Board

Comprehensive Package Proposal 6/9/24 4pm

This is a comprehensive package proposal. MTA reserves its right to revert to its previous stand-alone positions regarding the proposals contained in the package in the event this package proposal is rejected. Acceptance of this package proposal resolves all issues between MTA and Union regarding the successor memorandum of understanding effective July 1, 2024. Any and all proposals by either party not referenced herein are hereby withdrawn.

Includes All Tentative Agreements as of 4/26/24 except as stated below:

- Eliminate TA on Rain Gear (UP #2).
- Move effective date of Union Secretary business leave up to July 1, 2024.

Term of agreement

- Three years; 7/1/24 through 6/30/27

Wages

- PEC Mediators Proposal plus
 - o 1% 7/1/24
 - o 1% 7/1/25

Additional Bottom Step

Section 4.1 Progression On Salary Schedule for Operators

18. A. ~~Effective July 1, 2019, Operators who have satisfactorily completed SFMTA training and have met all regulatory requirements, including all licenses and medical certifications required to operate the equipment or mode(s) of transportation to which the Operator-in-training may be assigned, shall advance to each successive step upon completion of each year of service; provided that current Operators who are being paid under the 2014-2019 progress scale will be integrated into the new progression scale so that their current rate of pay will not be reduced as a result of such integration.~~

Effective July 1, 2024, there shall be a new lower step added at the bottom that is 65% of the top step. Employees hired on or after July 1, 2024, shall enter at the new Step 1 and advance to Step 2 (former Step 1) after 6 months of service. Operators who have satisfactorily completed SFMTA training and have met all regulatory requirements, including all licenses and medical certifications required to operate the equipment or mode(s) of transportation to which the Operator-in-training may be assigned, shall advance to successive steps after one year of service; provided that current Operators who are being paid under the 2022-2024 progress scale will be integrated into the new progression scale so that their current rate of pay will not be reduced as a result of such integration.

19. B. Progression Through Steps

Salary Step	Percentage of Hourly Rate
<u>One</u>	<u>65.00%</u>
<u>One Two</u>	<u>70.00%</u>

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Two-Three	75.00%
Three-Four	80.00%
Four <u>Five</u>	100.00%

Uniforms

Section 4.3 Premiums, Special Pay And Allowances

(2) Uniform and Equipment Allowance

29. SFMTA retains its right to establish a uniform and safety shoe policy and regulations. For each Operator required to wear a uniform and/or safety shoes, SFMTA shall provide the unit member with appropriate vouchers or cash allowance in the form of a check payable to the Operator to purchase appropriate uniform components and/or safety shoes.
30. (a) Vouchers for replacement of uniforms shall be ~~made each year~~ provided every two years in accordance with the SFMTA replacement schedule.
31. (b) For each Operator required to wear safety shoes, SFMTA shall provide a cash allowance of two hundred and fifty dollars (\$250) annually toward the cost of acquiring two (2) pairs of SFMTA-approved safety shoes and related supplies. SFMTA shall provide the cash allowance during January of each fiscal year for the term of the agreement.
32. (c) For each Part-time Operator required to wear safety shoes, SFMTA shall provide a cash allowance of one hundred fifty dollars (\$150) annually toward the cost of acquiring SFMTA-approved safety shoes and related supplies. SFMTA shall provide the cash allowance during January of each fiscal year for the term of the agreement

PERB Case no. SF-CE-1932-M (Sideletter to be included in MOU)

1. On June 10, 2024, TWU Local 250A shall submit a letter to the PERB Appeals Assistant asking to place PERB Unfair Practice Case No. SF-CE-1932-M in abeyance.
 - a. TWU Local 250A will indicate this is a joint request and the purpose is to allow time to engage in further settlement discussions.
 - b. The letter will also jointly request that the PERB Board refer the matter back to the PERB Administrative Law Judge Division or the PERB Office of General Counsel to hold a further Informal Conference.
 - c. The parties agree to participate in the further Informal Conference no later than November 1, 2024.
2. The remedy that will be issued, if any, in PERB Unfair Practice Case No. SF-CE-1932-M is uncertain. The parties agree to the following relating to a monetary remedy, if any:
 - a. TWU Local 250A agrees that in no event shall San Francisco Municipal Transportation Agency be obligated to pay to employees (or former employees) a monetary remedy ~~of backpay and/or interest~~ earlier than July 1, 2027.

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- b. TWU Local 250A further agrees that interest on a backpay remedy, if any, shall toll from July 1, 2024 up through and including July 1, 2027.

Sideletter re Joint Labor Management Committee (Section 17.1)

The Union's full executive board will be invited to attend each meeting. The JLMB meetings will be held in person to the extent practicable. The length of the meetings shall be up to two hours.

For the fiscal year 2024-2025, the JLMB shall have standing agenda items on following issues:

- (a) parking, for which discussions will be division-focused and will be attended by the Streets Director or designee.
- (b) impacts of headway system.

In addition, the parties agree to discuss within fiscal year 2024-2025 the issues of a proposed modal extra board and ways to ensure prompt handling of disciplinary appeals.

This sideletter will expire on June 30, 2027.

Tentative Agreement:

FOR MT

Indu Borel
Date

APPROVED AS TO FORM

Date

FOR THE UNION

Anthony Barilester 6/9/2024
Date
ANTHONY BARILESTER
PRESIDENT
TWU LOCAL 250A

Robert A. Gamm
Franklin
Michael Dennis
Mike T. ...
...
...

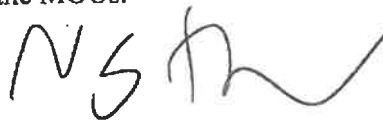
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**Final Mediator's Proposal Dated March 22, 2024 for
the County & City of San Francisco and the PEC**

If Rejected, Parties Revert to Their Pre-Mediation Positions

- Effective July 1, 2024, represented employees shall receive a 1.5% wage increase.
- Effective January 4, 2025, represented employees shall receive a 1.5% wage increase.
- Effective June 30, 2025 at close of business, represented employees shall receive a 1% wage increase.
- Effective July 1, 2025, represented employees shall receive a 1% wage increase.
- Effective January 3, 2026, represented employees shall receive a 1.5% wage increase.
- Effective June 30, 2026 at close of business, represented employees shall receive a 2% wage increase.
- Effective January 2, 2027, represented employees shall receive a 2% wage increase.
- Effective June 30, 2027 at close of business, represented employees shall receive a 2.5% wage increase.
- Effective July 1, 2024, represented employees shall earn no less than \$25.00 an hour.
- Because of the wage structure of this proposal, no wage deferrals/offramps will be utilized.

This proposal is to be included as an appendix to the MOUs.



Najeeb N. Khoury



SFMTA NEGOTIATIONS 2024

TWU, Local 250-A (9163) Service
Critical

UP001.001 – Remove Hyphen – Tentative Agreement

Date: _____


Time: _____

Remove hyphen from 250-A to 250A.

TRANSPORT WORKERS’ UNION, LOCAL ~~250-A~~ 250A (9163)


Tentative Agreement:

FOR THE SFMTA

 3/29/24
Date

Gina Rocanova
Chief Negotiator
SFMTA

FOR THE UNION

 3/29/24
Date

Anthony Ballester
President
TWU, Local 250-A (9163)

APPROVED AS TO FORM

Jonathan Rolnick Date
Chief Labor Attorney
City of San Francisco

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SFMTA NEGOTIATIONS 2024

TWU, Local 250-A (9163) Service Critical

MTA 004.001 – High Volume Service Days Premium – TENTATIVE AGREEMENT

Date: _____

Time: _____

High Volume Service Days Premium

**Section 4.3
Premiums, Special Pay and Allowances**

48.a (7) High Volume Service Days Premium

On any day that SFMTA designates as a “High Volume Service Day,” SFMTA may offer an incentive of up to an additional eight (8) hours pay for Operators who work on that day.

Tentative Agreement:

FOR THE SFMTA

 4/26/24

Gina Roccanova
Chief Negotiator
SFMTA

Date

FOR THE UNION

 4/26/24

Anthony Ballester
President
TWU, Local 250A (9163)

Date

APPROVED AS TO FORM

Jonathan Rolnick Date
Chief Labor Attorney
City of San Francisco

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UP005.001 – Operator Sign-Ups – TENTATIVE AGREEMENT

Date: _____

Time: _____

Section 13.5 Choice Of Shifts / Operator Sign-Ups

G. ~~Sign-Ups For Time Off And Floating Holidays~~ Vacation/ Time Off Sign-Ups

170. ~~Beginning in November 2022, sign-ups for scheduled time off, including floating holidays, shall be held annually in November of each year. The November 2022 bid will go into effect on February 1, 2023. Thereafter, the annual bid will go into effect on January 1 of each year.~~


~~In November 2024 there will be a mini sign-up to cover the Time Off period from Saturday January 4, 2025 – Friday January 31, 2025.~~ Beginning in January 2025, sign-ups for scheduled time off, including floating holidays, (weeks and days) shall be held annually in January of each year. The annual time off period shall be in effect from the first full week of February through the last full week of January of the following year. Operators may use their accrued discretionary paid time off (e.g., floating holidays, vacation, banked holidays) in whatever order they prefer.

Tentative Agreement:

FOR THE SFMTA

FOR THE UNION

 4/26/24

 4/26/24

Gina Roccanova Date
Chief Negotiator
SFMTA

Anthony Ballester Date
President
TWU, Local 250-A (9163)

APPROVED AS TO FORM

Jonathan Rolnick Date
Chief Labor Attorney
City of San Francisco

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TWU Local 250A Proposal #23 – Jury Duty Leave – TENTATIVE AGREEMENT

Date: 4/13/24

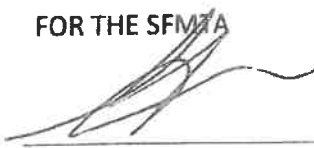
Time: 2:14 pm

Section 10.3 Jury Duty Leave


109. Operators assigned to jury duty whose regular shifts are outside of court hours shall not be required to work those shifts **beginning the Saturday before the date indicated on the summons and continuing through the duration of the Operator’s jury service,** ~~when serving jury duty,~~ provided the Operator gives prior notice of the jury duty to the supervisor. ~~Operators who receive a Jury Summons notice and have weekdays off will be scheduled for Saturday and Sunday off beginning the weekend preceding the summons date after submitting a copy of the jury summons to the dispatcher. The day/s off change will remain in effect through the end of the Operator’s jury obligation.~~

Tentative Agreement:

FOR THE SFMTA


4/23/24
Date
Gina Rocanova
Chief Negotiator
SFMTA

FOR THE UNION


4-23-24
Date
Anthony Ballester
President
TWU, Local 250-A (9163)

APPROVED AS TO FORM

Jonathan Rolnick Date
Chief Labor Attorney
City of San Francisco

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SFMTA NEGOTIATIONS 2024

TWU, Local 250-A (9163) Service
Critical

MTAP 025.001 Corrective Action – TENTATIVE AGREEMENT

Date: _____


Time: _____

Corrective Action


MTA proposes to change "discipline" and "disciplinary" to "corrective action" throughout the MOU.

Tentative Agreement:

FOR THE SFMTA

 4/26/24
Date
Gina Roccanova
Chief Negotiator
SFMTA

FOR THE UNION

 4/26/24
Date
Anthony Ballester
President
TWU, Local 250-A (9163)

APPROVED AS TO FORM

Date
Jonathan Rolnick
Chief Labor Attorney
City of San Francisco

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MTAP 009.001 Initiation of Discipline Based on Collision or Incident – TENTATIVE AGREEMENT

Date: _____

Time: _____

Initiation of Discipline Based on Collision or Incident

Section 19.9


264. If the Division Manager or Assistant Manager determines that discipline is appropriate, the Division Manager or Assistant Manager shall initiate discipline by giving the Operator and the Transport Workers Union Local 250-A a preliminary written notice of the proposed disciplinary suspension or discharge and scheduling a Skelly meeting. The Hearing Officer for the Skelly Meeting shall be a Manager other than the Manager proposing Corrective Action. In the case of a Division with only one Manager, the Hearing Officer shall be ~~Division Manager or Assistant Manager or designee~~ from a division other than the division at which the Operator is assigned. If the Operator does not agree with the Skelly Officer's decision, the Operator may appeal the discipline by filing a disciplinary grievance at Step 2 (labor relations) of the grievance procedure in Article 22.


264a. As an alternative to dismissal based in whole or in part on a collision or incident, SFMTA's Training Division may, with union approval, in its sole discretion, disqualify an Operator from a particular mode and reassign the Operator to another mode for which the Operator is qualified.

Tentative Agreement:

FOR THE SFMTA

FOR THE UNION

 4/26/24
Date
Gina Rocanova
Chief Negotiator
SFMTA

 4/26/24
Date
Anthony Ballester
President
TWU, Local 250-A (9163)

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SFMTA NEGOTIATIONS 2024

TWU, Local 250-A (9163) Service
Critical

TWU Local 250A Proposal #25 – Union Leave for Officers – TENTATIVE AGREEMENT

Date: 4/23/24

Time: 2:13pm


Section 24.3 Transport Workers Union Local 250-A Business Leave


323a Beginning the start of the first full pay period after ~~July 9, 2021~~ July 1, 2024, the SFMTA will provide 80 hours of paid Union Leave per pay period for up to ~~four (4)~~ **three (3)** Officers, subject to Civil Service Rule 420.33 and the terms and conditions of the July 16, 2021 Side Letter between The Transport Workers' Union, Local 250-A (9163) and The San Francisco Municipal Transportation Agency Regarding Paid Employee Organization Officer Leave Arrangement, a copy of which is attached as Appendix D to this agreement.

Tentative Agreement:

FOR THE SFMTA

FOR THE UNION


Date 4/23/24
Gina Roccanova
Chief Negotiator
SFMTA


Date 4-23-24
Anthony Ballester
President
TWU, Local 250-A (9163)

APPROVED AS TO FORM

Jonathan Rolnick Date
Chief Labor Attorney
City of San Francisco

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SFMTA NEGOTIATIONS 2024

TWU, Local 250-A (9163) Service
Critical

Date: _____

Time: _____


Section 24.3 Transport Workers Union Local 250A Business Leave

Transport Workers Union Local 250A Business Leave for TWU Local 250A Recording Secretary

323a **Effective January 2026**, the Local 250A Recording Secretary shall be ~~Released to the~~ Union for Local 250A Executive Board Meetings, monthly membership meetings, and meetings with SFMTA representatives. The Recording Secretary will be included in the list along with Division Chairpersons to be released when requested. **The Union will reimburse SFMTA for the all costs of this business leave in accordance with Paragraph 2 of the July 16, 2021 side letter regarding Paid Employee Organization Officer Leave Arrangement, attached as Appendix D to this Agreement.**

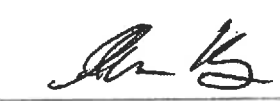
Tentative Agreement:

FOR THE SFMTA

 4/26/24
Date

Gina Roccanova
Chief Negotiator
SFMTA

FOR THE UNION

 4/26/24
Date

Anthony Ballester
President
TWU, Local 250-A (9163)

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London Breed, Mayor

Gwyneth Borden, Chair
Amanda Eaken, Vice Chair
Cheryl Brinkman, Director

Steve Heminger, Director
Sharon Lai, Director

Jeffrey Tumlin, Director of Transportation

**SIDELETTER BETWEEN
THE TRANSPORT WORKERS' UNION, LOCAL 250-A (9163)
AND
THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
REGARDING PAID EMPLOYEE ORGANIZATION OFFICER LEAVE ARRANGEMENT**

WHEREAS, currently under Civil Service Commission Rule 420.33, the San Francisco Municipal Transportation Agency ("SFMTA") provides full-time unpaid employee organization officer leave ("Union Leave") to SFMTA employees who are serving on a full-time basis as Union officers ("Officers") for the Transport Workers' Union, Local 250-A (9163) ("Union"), so those Officers can represent SFMTA employees in the Union's bargaining units and otherwise perform Union duties.

WHEREAS, the Union and SFMTA wish to restructure this arrangement, so the SFMTA places the Officers on full-time paid Union Leave, and the Union reimburses the SFMTA for the complete cost of the salaries and benefits of these Officers. This paid full-time Union Leave arrangement will allow the Officers to fund employee health and retirement benefits on a pretax basis through the payroll system, at no additional cost to the SFMTA.

THEREFORE, the Union and SFMTA agree to the following terms:

1. Beginning the start of the first full pay period after July 9, 2021, the SFMTA will provide 80 hours of paid Union Leave per pay period for up to three (3) Officers, subject to the terms and conditions of this Sideletter.
2. In exchange for the SFMTA's agreement in paragraph (1), the Union will reimburse the SFMTA for (a) the base salary plus any assignment/status based premiums (e.g., night shift, longevity pay) of each Officer on full-time paid Union Leave, plus an additional 35% roll-up to cover fringe benefit costs (for a total reimbursement of 1.35 times the base hourly rate of the Officer multiplied by 80 hours per pay period), and (b) the actual employer costs for health benefits for each Officers (and any dependents). The SFMTA will bill the Union on a quarterly basis, and will issue the first invoice after the third quarter of 2021. Invoices shall include employee name, pay rate and total cost for the billing period. The Union shall pay the invoice within 30 calendar days of receipt of the invoice.

The SFMTA shall send invoices to:

Transport Workers' Union, Local 250-A (9163)
Attn: Michael Dennis, Secretary Treasurer
1508 Fillmore Street, Suite 211
San Francisco, CA 94115
Email: MDennis@twusf.org
Phone: 415.420.8395

The Union shall submit payments to:

SFMTA Accounts Payable
1 South Van Ness Ave, 8th Floor
San Francisco, CA 94103
Electronic submission of invoices only may be sent via email to invoices@sfmta.com.

If the Union does not timely pay invoices, the SFMTA shall provide notice of the non-payment, and Union shall promptly provide the payment. Continued failure to pay the invoice after notice from the SFMTA provides a basis for the SFMTA to end the paid Union Leave arrangement under this Sideletter, with two (2) weeks' written notice to Union.

3. By no later than July 15, 2021, the Union shall provide the SFMTA with a list of Officers identified for full-time paid Union Leave. The Union shall update the list whenever there is a change in Officers, and may otherwise update the list in the Union's discretion, subject to the overall limit on the number of Officers for this paid Union Leave arrangement as specified in Paragraph (1). The Union must provide 30 calendar days' notice to the SFMTA to process any changes to the list of Officers identified for paid Union Leave. The Union agrees that the start and end date for paid Union Leave for any Officer will coincide with the start and end date of a SFMTA pay period.
4. While on paid Union Leave, each Officer must use accrued time off balances for any absences, as appropriate, e.g., sick leave with pay or vacation. The Officer shall report the use of accrued leave, sick leave, or vacation to the SFMTA Transit Division. The SFMTA and Union shall ensure that each Officer knows the staff member to whom the Officer shall report the use of time off. The SFMTA shall review each Officer's use of accrued time off balances to evaluate usage compared to other SFMTA employees in the Officer's bargaining unit.
5. While on paid Union Leave, each Officer must comply with all applicable SFMTA rules and policies for active employees in the bargaining unit, including attending training, maintaining required certifications and licenses, and complying with the SFMTA's substance abuse policy and Statement of Incompatible Activities.
6. Officers on paid Union Leave shall not be eligible for overtime assignments during the period of paid Union Leave, but shall continue to receive general wage increases and step increases. Officers assuming responsibilities for union business during this paid leave are working at the sole direction of the Union and are not performing any duties under the direction of the SFMTA. If an Officer becomes ill or injured while on paid Union Leave, the Officer is not eligible for workers' compensation benefits because they are not performing work required or requested by the SFMTA.
7. The Union agrees to indemnify and hold the SFMTA harmless from any claims by any party as to the acts and omissions of the Officers on paid Union Leave, as follows:
 - a. The Union shall indemnify and save harmless the City and County of San Francisco ("City"), including the SFMTA, and City's current and former officers, agents and employees (collectively, "Indemnitees") and, if requested by the City, shall defend Indemnitees against any and all loss, cost, damage, injury, liability and claims thereof, arising directly or indirectly out of or relating to the conduct, acts and omissions of the Officers while on paid Union Leave, including but not limited to the Officers' use of facilities or equipment provided by the City, SFMTA, or others. The foregoing indemnity shall include reasonable fees of attorneys, consultants and experts, and costs, including such fees and costs incurred by the City and SFMTA in investigating and defending any claims against Indemnitees.
 - b. The indemnity provided by this Agreement applies regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed, on any Indemnitee, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement.

- c. If the City/SFMTA tenders defense of any claim to the Union, the Union has an immediate and independent obligation to defend Indemnitees from any claim that actually or potentially falls within this Paragraph 8, even if the allegations are or may be groundless, false or fraudulent. This obligation arises at the time the City/SFMTA tenders the claim to the Union and continues at all times thereafter.
8. Unless otherwise indicated elsewhere in this Agreement, the parties shall send all notices and other written communications by U.S. mail and e-mail, addresses as follows:

To SFMTA:

SFMTA, Employee & Labor Relations
Attn: JP Zeigler, Employee & Labor Relations Manager
1 South Van Ness Ave, 6th Floor
San Francisco, CA 94103
Email: JP.Zeigler@SFMTA.com
Phone: 415.265.0221

To Union:

Transport Workers' Union, Local 250-A (9163)
Attn: Michael Dennis, Secretary Treasurer
1508 Fillmore Street, Suite 211
San Francisco, CA 94115
Email: MDennis@twusf.org
Phone: 415.420.8395

9. If either party believes there has been a breach of any term of this Sideletter, that party shall provide written notice to the other party and the parties shall meet and confer in good faith in an effort to resolve the dispute. This Sideletter is not subject to the grievance procedure of the MOU. Either party may terminate this Sideletter with 30 days written notice.
10. This Sideletter does not alter or affect the rights or obligations of the parties related to release time under the Memorandum of Understanding ("MOU") between the Union and SFMTA. The parties agree to incorporate the terms in this Sideletter in the next amended or successor MOU.

For the San Francisco Municipal Transportation
Agency

For the Transport Workers' Union, Local 250-A
(9163)



JEFFREY P. TUMLIN
Director of Transportation
Approved as to Form

July 16, 2021
Date



ROGER MARENCO
President

July 16, 2021
Date



JENNIFER S. STOUGHTON
Deputy City Attorney

July 16, 2021
Date



MTAP 029.002 Operator Safety Representatives – Tentative Agreement

Date: _____

Time: _____

ARTICLE 17. JOINT LABOR MANAGEMENT, SAFETY AND WORKER COMPENSATION COMMITTEES

Section 17.1 Joint Labor Management Committee

217. The goals of the Joint Labor Management Committee are:

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

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SFMTA NEGOTIATIONS 2024

TWU, Local 250-A (9163) Service
Critical


- 218. SFMTA will provide appropriate staff and funding to assist the JLMC in achieving its goals, subject to the budgetary authority of the SFMTA Board of Directors.
- 219. Recommendations regarding these issues may be forwarded to the Director of Transportation for implementation consideration in the Director’s sole discretion.

~~219.a. SFMTA and Local 250A shall jointly select a JLMB Coordinator, and a representative from each division to serve as Operator Safety Representatives. The JLMB Coordinator and SFMTA shall jointly set qualifications for Operator Safety Representatives. The Operator Safety Representatives may devote up to eight (8) hours per week to support the Operator safety portion of the JLMB. Operator Safety Representatives shall communicate safety messages as provided by the JLMB Coordinator. The JLMB Coordinator shall provide a weekly report to Management on operator engagements and topics discussed.~~


Tentative Agreement:

FOR THE SFMTA

FOR THE UNION

 4/26/24

 Gina Roccanova Date
 Chief Negotiator
 SFMTA

 4/26/24

 Anthony Ballester Date
 President
 TWU, Local 250-A (9163)

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