Tentative Agreement

May 28, 2010

The San Francisco Municipal Transportation Agency (SFMTA) and Transport Workers' Union (TWU) Local 200 agree to the terms and conditions of the SFMTA/PEC Service Critical framework which was agreed upon at the central table.

Add language to the contract to incorporate the result of the Public Employment Relations Board-Settlement Agreement of November 2, 2009.

During the term of the MOU, disputes regarding changes in wages, hours, benefits and other terms and conditions of employment shall not be subject to the impasse procedures provided in Charter section A8.409 et seq., but may be subject to grievance arbitration.

Official Representatives shall be allowed time off from their duties without loss of pay for the purpose of meeting and conferring in good faith or consulting with representatives of the SFMTA, SPMTA Boards on matters within the scope of representation.

Release time shall be provided for TWU Local 200 Executive Board representatives to participate in disciplinary meetings, grievance meetings, meet and confer sessions, and other labor relations matters within the scope of representation with SFMTA, Civil Service, City and County of San Francisco.

Release time shall not unreasonably be denied. Approval of release time will be from the Labor Relations staff assigned to TWU Local 200, final approval will be from the Director, Transit Operations.

In scheduling meetings, TWU Local 200 shall give reasonable consideration to the operating needs of SPMTA and the public we serve and the respective responsibilities of service.

TWU Local 200 shall notify the direct supervisor of the scheduled meetings in advance of the meetings. Except for emergencies, notification shall be no less than two (2) working days.

- Representatives shall respond to all emergency incidents within their Divisions or sections as needed.

Joint grievance meetings shall be scheduled once monthly during working hours.

For the SFMTA

For the Union:

Date: 05/28/2010