

**City and County of San Francisco
Municipal Transportation Agency
One South Van Ness Ave. 7th floor
San Francisco, California 94103**

**Second Amendment to Agreement
Between the City and County of San Francisco
And Serco Inc. for
Parking Meter Coin Collections, Counting and Support Services
Contract No. SFMTA #2011-12-08**

THIS AMENDMENT (this "Amendment") is made as of May 04, 2016 in San Francisco, California, by and between **Serco Inc.** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Municipal Transportation Agency ("SFMTA").

RECITALS

- A. City and Contractor have entered into the Agreement (as defined below).
- B. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to [give a general description of what the Amendment is doing, such as "extend the performance period, increase the contract amount, and update standard contractual clauses"].

NOW, THEREFORE, Contractor and the City agree as follows:

1. **Definitions.** The following definitions shall apply to this Amendment:
- 1a. **Agreement.** The term "Agreement" shall mean the Agreement dated August 1, 2012 between Contractor and City, as amended by the:

First Amendment, dated March 25, 2013

1b. **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. **Modifications to the Agreement.**

2a. Section 5 (Compensation) is amended by adding a new subsection g to the Agreement to read as follows:

g. Employee Wages and Benefits. Commencing on the effective dates stated in Appendix B-1, Contractor shall pay all employees providing meter collector, coin room operator, crew lead, and foreperson positions the wages and benefits as provided in Appendix B-1. Contractor shall submit supplemental invoices to the monthly submission that list, by employee, each (unburdened) hourly wage and benefit cost prior to implementation of the CBA, and the

new CBA rate in order to receive reimbursement of the actual increase in cost per employee. The Contractor shall also include Serco Fringe and a percentage not-to-exceed 16.52% of the incremental increase to cover Contractor's overhead cost.

2b. Section 62 (Consideration of Criminal History in Hiring and Employment Decisions) is added to the agreement to read as follows:

62. Consideration of Criminal History in Hiring and Employment Decisions.

Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

2c. Section 63 (Large Vehicle Driver Safety Training Requirements) is added to the agreement to read as follows:

63. Large Vehicle Driver Safety Training Requirements

a. Training Requirements. Contractor agrees that before any of its employees and subcontractors drive large vehicles within the City and County of San Francisco, those employees and subcontractors shall successfully complete either (a) the SFMTA's Large Vehicle Urban Driving Safety training program or (b) a training program that meets the SFMTA's approved standards for large vehicle urban driving safety. The SFMTA's approved standards for large vehicle urban driving safety is available for download at www.SFMTA.com/largevehicletestingstandards. This requirement does not apply to drivers providing delivery services who are not employees or subcontractors of the Contractor. For purposes of this section, "large vehicle" means any single vehicle or combination of vehicle and trailer with an unladen weight of 10,000 pounds or more, or a van designed to carry 10 or more people.

b. Liquidated Damages. By entering into this Agreement, Contractor agrees that in the event the Contractor fails to comply with the Large Vehicle Driver Safety Training

Requirements, the City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of up to One Thousand Dollars (\$1,000) per employee or subcontractor who is permitted to drive a large vehicle in violation of these requirements is not a penalty, but is a reasonable estimate of the loss that City will incur based on the Contractor's failure to comply with this requirement, established in light of the circumstances existing at the time this Contract was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply.

2.d. Appendix B (Calculation of Charges) is amended by adding the attached Appendix B-1 to said Appendix B.

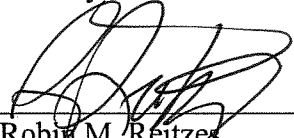
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY
San Francisco
Municipal Transportation Agency



Edward D. Reiskin
Director of Transportation

Approved as to Form:
Dennis J. Herrera
City Attorney

By: 

Robin M. Reitzes
Deputy City Attorney

San Francisco Municipal Transportation
Agency Board of Directors

Resolution No. 16-063

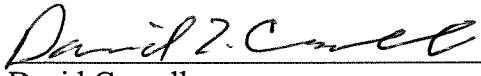
Adopted: 5/17/2016

Attest: 

Secretary, SFMTA Board of Directors

CONTRACTOR

Serco Inc.



David Cornell
Senior Mgr, Contracts
1818 Library Street Suite 1000
Reston, VA 20190

City vendor number: 7390801

Appendix B-1

**Wages and Benefits for SF Parking Meter Revenue Counting and Collections
Individuals Covered by Teamsters Local 665**

Parking Meter Revenue Collectors	First Sunday following 7/1/2016
1 - 6 months	\$14.50
7 - 12 months	\$15.00
13 - 18 months	\$16.50
18+ months	\$21.80

Coin Room Operators	First Sunday Following 7/1/2016
1 - 6 months	\$14.50
7 - 12 months	\$15.00
13 - 18 months	\$16.50
18+ months	\$21.80

Crew Leaders (Foreperson)	First Sunday following 7/1/2016
All Crew Leaders	25.07

Paid Time-Off Days - All Employees

Employment length	January 1, 2017
< 1 year	9
1 year +	14
2 years +	19
5 years +	24
12 years +	29
20 years +	34
25 years +	39

Holidays	January 1, 2017
Serco provided	10
CBA required additional	2

Employer Monthly Health Insurance Contribution	January 1, 2017
All Employees	\$990.00

WAGE AND BENEFIT DETAIL

This chart is a summary of the hourly wage rates that will be effective July 1, 2016, and benefits that will be effective January 1, 2017 required by the Collective Bargaining Agreements between Serco Inc., the operations provider for Collection and Counting of San Francisco Parking Meters Revenue and Teamsters Local # 665, Parking Operators.

	Basic Hourly Rate	Health and Welfare	401 K Contrib.	Paid Time Off (Includes Sick Leave Accrual)	Holidays	Hospital Leave	Parking	Uniforms	Pension Plan	Wage and Benefit Hourly Rate Estimate	1.5 X	2x
Category	EMPLOYER PAYMENTS									STRAIGHT-TIME	OVERTIME	
Meter Collector & Coin Room Operator 1 - 6 months	\$ 14.50	\$ -	\$ 0.250	\$ 0.502	\$ 0.446	\$ -	\$ 0.075	\$ 0.427	\$ 2.190	\$ 18.39	\$ 21.75	\$ 29.00
Meter Collector & Coin Room Operator 7 - 12 months	\$ 15.00	\$ 5.712	\$ 0.250	\$ 0.519	\$ 0.462	\$ -	\$ 0.075	\$ 0.427	\$ 2.190	\$ 24.63	\$ 22.50	\$ 30.00
Meter Collector & Coin Room Operator 13 - 18 months	\$ 16.50	\$ 5.712	\$ 0.250	\$ 0.888	\$ 0.762	\$ 0.190	\$ 0.075	\$ 0.427	\$ 2.190	\$ 26.99	\$ 24.75	\$ 33.00
Meter Collector & Coin Room Operator 18 - 24 months	\$ 21.80	\$ 5.712	\$ 0.250	\$ 1.174	\$ 1.006	\$ 0.252	\$ 0.075	\$ 0.427	\$ 2.190	\$ 32.89	\$ 32.70	\$ 43.60
Meter Collector & Coin Room Operator 2 years +	\$ 21.80	\$ 5.712	\$ 0.250	\$ 1.593	\$ 1.006	\$ 0.252	\$ 0.075	\$ 0.427	\$ 2.190	\$ 33.30	\$ 32.70	\$ 43.60
Meter Collector & Coin Room Operator 5 years +	\$ 21.80	\$ 5.712	\$ 0.250	\$ 2.012	\$ 1.006	\$ 0.252	\$ 0.075	\$ 0.427	\$ 2.190	\$ 33.72	\$ 32.70	\$ 43.60
Meter Collector & Coin Room Operator 12 years +	\$ 21.80	\$ 5.712	\$ 0.250	\$ 2.432	\$ 1.006	\$ 0.252	\$ 0.075	\$ 0.427	\$ 2.190	\$ 34.14	\$ 32.70	\$ 43.60
Meter Collector & Coin Room Operator 20 years +	\$ 21.80	\$ 5.712	\$ 0.250	\$ 2.851	\$ 1.006	\$ 0.252	\$ 0.075	\$ 0.427	\$ 2.190	\$ 34.56	\$ 32.70	\$ 43.60

	Basic Hourly Rate	Health and Welfare	401 K Contrib.	Paid Time Off (Includes Sick Leave Accrual)	Holidays	Hospital Leave	Parking	Uniforms	Pension Plan	Wage and Benefit Hourly Rate Estimate	1.5 X	2x
Meter Collector & Coin Room Operator 25 years +	\$ 21.80	\$ 5.712	\$ 0.250	\$ 3.270	\$ 1.006	\$ 0.252	\$ 0.075	\$ 0.427	\$ 2.190	\$ 34.98	\$ 32.70	\$ 43.60
Crew Lead/Foreperson < 6 months	\$ 25.07	\$ -	\$ 0.250	\$ 0.868	\$ 1.157	\$ -	\$ 0.075	\$ 0.427	\$ 2.190	\$ 30.04	\$ 37.61	\$ 50.14
Crew Lead/Foreperson 1 year +	\$ 25.07	\$ 5.712	\$ 0.250	\$ 1.350	\$ 1.157	\$ 0.289	\$ 0.075	\$ 0.427	\$ 2.190	\$ 36.52	\$ 37.61	\$ 50.14
Crew Lead/Foreperson 2 years +	\$ 25.07	\$ 5.712	\$ 0.250	\$ 1.832	\$ 1.157	\$ 0.289	\$ 0.075	\$ 0.427	\$ 2.190	\$ 37.00	\$ 37.61	\$ 50.14
Crew Lead/Foreperson 5 years +	\$ 25.07	\$ 5.712	\$ 0.250	\$ 2.314	\$ 1.157	\$ 0.289	\$ 0.075	\$ 0.427	\$ 2.190	\$ 37.48	\$ 37.61	\$ 50.14
Crew Lead/Foreperson 12 years +	\$ 25.07	\$ 5.712	\$ 0.250	\$ 2.796	\$ 1.157	\$ 0.289	\$ 0.075	\$ 0.427	\$ 2.190	\$ 37.97	\$ 37.61	\$ 50.14
Crew Lead/Foreperson 20 years +	\$ 25.07	\$ 5.712	\$ 0.250	\$ 3.278	\$ 1.157	\$ 0.289	\$ 0.075	\$ 0.427	\$ 2.190	\$ 38.45	\$ 37.61	\$ 50.14
Crew Lead/Foreperson 25 years +	\$ 25.07	\$ 5.712	\$ 0.250	\$ 3.761	\$ 1.157	\$ 0.289	\$ 0.075	\$ 0.427	\$ 2.190	\$ 38.93	\$ 37.61	\$ 50.14

All Benefits listed below will be implemented beginning January 1, 2017.

- A. Paid Time Off amounts reflect the hourly value based upon the number of hours/days provided per the CBAs. The CBAs include periodic increases in the number of days paid as time off through the remaining term. See the Paid Time Off sections of the individual CBAs for details. Paid Time Off is not paid as additional hourly wages, and varies from 12 days annually up to 39 days annually at the end of the CBA term for employees of designated seniority.
- B. The Holidays amounts reflect the hourly value of the paid holiday provisions. The CBAs include periodic increases in the annual holiday allotment through the remainder of its term. See the Holiday sections of the individual CBAs. Holiday pay is not added to hourly wages. Serco currently pays 10 holidays. Under the CBA, 8 holidays will be paid in the first year of employment; 12 holidays annually starting year 2 and thereafter.
- C. Hospital Leave - Each full-time employee with one or more years of seniority shall receive three (3) days of Hospital Leave Pay each year. Hospital Leave Pay is to be used prior to the sick pay.
- D. Full time shifts are two consecutive shifts of 4 hours equaling 8 hours total per day at the discretion of the Employer and overtime is based upon working over 8 hours daily. Double-time is paid for hours worked over 12 in any given day.
- E. The Health and Welfare amounts listed is the maximum hourly value of the employer contribution specified in the CBAs for the effective date. The CBAs include increased employer contribution through the remainder of the agreements. This is paid directly toward benefits and is not paid as additional wages. For those not electing benefits a monthly contribution, a contribution, per the Healthy San Francisco provisions, is made. See appropriate Health and Benefit sections of the individual CBAs for details. New employees shall not be eligible for medical benefits during the first 6 months.
- F. The 401 K contribution reflects the hourly value of the employer contribution to the Supplemental Income 401(k) Trust Fund for each straight-time hour worked. The employer contribution is \$0.25 per hour after 4th month of employment or thereafter. No contributions will be made during first 3 months of employment. The amount of actual contribution will fluctuate based on number of hours worked. The contribution is not paid as additional wages. See 401 K Section of the individual CBAs for details.
- G. Parking - CBA allows for \$74 per month per employee for parking.
- H. Uniforms - CBA allows for \$3 per week per employee for uniform stipend to defray cleaning costs.
- I. Pension Plan - Per CBA, the Employer shall pay into the Western Conference of Teamsters Pension Trust Fund, on account of each employee performing bargaining unit work, the sums as specified below, per hour, for each straight-time hour worked for such Employer, with a maximum of 2080 hours per calendar year. The total contributions including PEER 80 to the Western Conference of Teamsters Pension Trust shall be \$2.19 per hour (\$1.88/hour Basic Contribution Rate plus \$0.31 PEER rate.)