



**Tentative Agreement - Successor MOU: July 1, 2022 to June 30, 2024**

**SFMTA – TWU Local 250-A 7410**

April 25, 2022

*This is a comprehensive package proposal that resolves all outstanding issues between the SFMTA 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 MTA proposals and MTA counters to Union proposals as described below:**

<b>MTA Counter to UP 02 – Shop Stewards</b>	See: TA UP 02 – Shop Stewards
<b>MTA Counter to UP 05 - Seniority</b>	See: TA UP 05 - Seniority

<i>italics</i> = moved existing language	<b><u>bold, double underline</u></b> = new language
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**SFMTA NEGOTIATIONS 2022**

TWU, Local 250-A (7410) Service Critical

<b>MTA Counter 2 to UP 06 – Assignment of Work</b>	See: TA MTAP Counter 002 to UP 06 – Assignment of Work
<b>UP 09 – Seniority increments</b>	See: TA UP 09 – Seniority Increments
<b>SFMTA Counter to UP 13 – Additional Compensation</b>	See: TA UP 13 – Additional Compensation
<b>MTA Counter 2 to UP 15 – Holidays and Holiday Pay</b>	See: TA MTAP Counter 002 to UP 15 – Holidays and Holiday Pay
<b>MTAP 002 – Election of Remedies</b>	See: TA MTAP 002 -Election of Remedies
<b>MTAP 003 – Discipline &amp; Probationary Period</b>	See: TA MTAP 003 – Discipline & Probationary Period
<b>1K Side Letter</b>	See: Title TBD – 1K side letter between MTA and TWU 250-A 7410 Service Critical

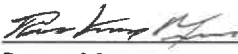
Any proposal not listed above is deemed withdrawn.

Tentative Agreement:

FOR THE SFMTA

FOR THE UNION

\_\_\_\_\_  
 Dominique Windberg Date  
 Chief Negotiator  
 SFMTA

 Thu. Mar 15, 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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**TA SFMTA Counter to UP 02 – Shop Stewards**

Date: \_\_\_\_\_

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****ARTICLE I – REPRESENTATION****I.F. SHOP STEWARDS**

9. The UNION shall furnish the SFMTA 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 SFMTA 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 ~~steward~~ **Union representative** be unavailable, a ~~steward~~ **Union representative** representing another shop may substitute.
11. While handling grievances or meeting with SFMTA representatives concerning matters affecting the working conditions and status of employees covered by this 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 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 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.

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- 13. In handling grievances, the ~~shop steward~~ **Union representative** shall have the right to:
- 14. 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 SFMTA or departmental rule (intoxication, theft, etc.) the ~~shop steward~~ **Union representative** shall, if possible, be granted immediate permission to leave the ~~shop 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*                      April 26, 2022  
 \_\_\_\_\_  
 Dominique Windberg                      Date  
 Chief Negotiator  
 SFMTA

*Roger Marenco*                      Thu, May 5, 2022  
 \_\_\_\_\_  
 Roger Marenco                      Date  
 Chief Negotiator  
 TWU, Local 250-A (7410)

APPROVED AS TO FORM

\_\_\_\_\_  
 Jennifer Stoughton                      Date  
 Deputy City Attorney

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**TA SFMTA Counter to UP 05 - Seniority**

Date: \_\_\_\_\_

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**

**ARTICLE II – EMPLOYMENT CONDITIONS**

**II.H. SENIORITY**

123. Work seniority for all employees covered by this CBA shall be defined as the length of continuous service determined from the day of employment as a 7410 Automotive Service Worker for the SFMTA. In the event that two or more employees' seniority begins on the same date, said employees' places shall be determined by the order of said employees on the civil service eligible list from which they were appointed

**XXX. For employees hired on or after July 1, 2022, when two (2) or more employees' seniority begins on the same date and those employees have the same ranking on the civil service eligibility list from which they were appointed, the last two (2) digits of the employees' Social Security Numbers, from low to high, shall be used as the tie breaker. If further tie breaking is required, the last three (3) digits of the employees' Social Security Numbers, from low to high, shall be used as the tie breaker.**

Tentative Agreement:

FOR THE SFMTA

FOR THE UNION

Dominique Windberg April 26, 2022  
Domenique Windberg Date  
Chief Negotiator  
SFMTA

Roger Marenco Thu, Apr 28, 2022  
Roger Marenco Date  
Chief Negotiator  
TWU, Local 250-A (7410)

APPROVED AS TO FORM

\_\_\_\_\_  
Jennifer Stoughton Date

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**SFMTA NEGOTIATIONS 2022**  
**TWU, Local 250-A (7410) Service  
Critical**

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Deputy City Attorney

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**MTAP Counter 002 to UP 06 – Assignment of Work**

*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.*

Date: 4/12/22

**TENTATIVE AGREEMENT**

**ARTICLE II – EMPLOYMENT CONDITIONS**

**II.C. ASSIGNMENT OF WORK**

69. Sign-Up for Class 7410: A general sign-up shall be conducted between the UNION and the San Francisco Municipal Transportation Agency Municipal Railway (“MUNI”) (SFMTA) once a year on a mutually agreed date in the month of September/October, except for unusual conditions that would be communicated in advance. Job assignments for sign-up shall be in six (6) categories:

1. Fuel and Service
2. Running Repair
3. Preventative Maintenance
4. Non-Revenue
5. Yard Control
6. Meet and Greet

Responsibilities for each of these six job assignments may include but are not limited to the following: fueling, check transmission fuel, oil, water, coach sweeping, minor repairs, cycle wheelchair lifts, clean fuel area, coach inspections, steam cleaning, yard starter, point person, communicate with control room, tag coaches, parking control, meet and greet coaches pulling in or out of the yard, and get proper defects to be repaired on coaches returning to yard.

Available job assignments will be linked to a work location and work hours/Regular Days Off (RDOs), including floating assignments.

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**SFMTA NEGOTIATIONS 2022**

TWU, Local 250-A (7410) Service Critical


85. UNION and ~~MUNI~~ SFMTA representatives shall meet and review all job assignments at the UNION'S request no less than fifteen (15) calendar days prior to the posting of the sign-up.

Tentative Agreement:

FOR THE SFMTA

FOR THE UNION

 4/12/22  
Date  
Dominique Windberg  
Chief Negotiator  
SFMTA

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

APPROVED AS TO FORM

\_\_\_\_\_  
Date  
Jennifer Stoughton  
Deputy City Attorney

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**TA SFMTA Counter to UP 09 – Seniority Increments**

Date: \_\_\_\_\_

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**

**ARTICLE III – PAY, HOURS AND BENEFITS**

**III.J. SENIORITY INCREMENTS**

209. Entry At The First Step. Full-time employees shall advance to the second step upon completion of six months service and to each successive step upon completion of the one year required service.

~~Effective July 1, 2012: Employees hired on or after July 1, 2012 shall advance 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>

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**SFMTA NEGOTIATIONS 2022**

TWU, Local 250-A (7410) Service  
Critical

**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>
<u>Annual</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>

Tentative Agreement:

FOR THE SFMTA

FOR THE UNION

Dominique Windberg April 26, 2022  
 Dominique Windberg Date  
 Chief Negotiator  
 SFMTA

Roger Marengo Thu May 5, 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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**TA SFMTA Counter to UP 13 – Additional Compensation**

Date: \_\_\_\_\_

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**

**ARTICLE III – PAY, HOURS AND BENEFITS**

**III.D. ADDITIONAL COMPENSATION**

**5. LEAD PERSON PAY**

- 145. Employees in classification 7410 designated by their supervisor or foreman in writing as leadperson shall be entitled to Five and One-half (5½ %) Percent of their base hourly rate premium pay when required to plan, design, sketch, layout, detail, estimate, order material, take the lead on any job when at least three other persons are assigned or supervise non-departmental personnel (*i.e.* SWAP, G.A., *etc.*). **Supervisors and foremen shall take seniority into consideration when designating lead persons.** 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.
- 146. An employee may also receive Lead Person pay **when assigned and performs the duties of Points or Meet and Greet or** for any special jobs specifically designated by the Department as receiving Lead Person pay.

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**7. SHIFT DIFERENTIAL**

- 150. Any work shift starting between 9:00 a.m. and 5:59 p.m. shall be considered “shift two,” a night/swing shift, and Employees working on such shift shall be entitled to a shift differential of ten percent (10%) above the base rate of pay.

Any work shift starting between 6:00 p.m. and 5:59 a.m. shall be considered “shift three,” a midnight/graveyard shift, and Employees working on such shift shall be paid a shift differential of fifteen percent (15%) above the base rate of pay.



151. Employees whose regular work assignment is either the swing or graveyard shift shall receive the applicable shift differential when receiving sick pay, vacation pay, lieu day or holiday pay.

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9. WEEKEND PREMIUM PAY

154. For class 7410 Automotive Service Worker, when Saturday is worked as part of the scheduled forty (40) hour work week, it shall be paid at the straight time rate, with an additional premium of ~~4%~~ 12% of the base rate.

155. For class 7410 Automotive Service Worker, when Sunday is worked as part of the scheduled forty (40) hour work week, it shall be paid at the straight time rate, with an additional premium of ~~45% of 94% of one half~~ 23.25% of the base rate.

Tentative Agreement:

FOR THE SFMTA

FOR THE UNION

Dominique Windberg April 29, 2022  
Dominique Windberg Date  
Chief Negotiator  
SFMTA

Roger Marenco Thu. May 5, 2022  
Roger Marenco Date  
Chief Negotiator  
TWU, Local 250-A (7410)

APPROVED AS TO FORM

\_\_\_\_\_  
Jennifer Stoughton Date  
Deputy City Attorney



**MTAP Counter 002 to UP 15 – Holidays and Holiday Pay**

*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.*

Date: 4/12/22

**TENTATIVE AGREEMENT**

**ARTICLE III – PAY, HOURS AND BENEFITS**

**III.F. HOLIDAYS AND HOLIDAY PAY**

175. The following days are hereby declared to be holidays for employees:

176. 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.

177. Holidays Compensation for Time Worked. Employees required by their respective 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.

180. 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. Employees hired on an as-needed, part-time, intermittent or seasonal basis shall not receive the five floating holidays.

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**SFMTA NEGOTIATIONS 2022**  
TWU, Local 250-A (7410) Service  
Critical


181. Floating Holidays may be taken in hourly increments up to and including the number of hours contained in the employee’s regular shift. Floating holiday hours received in one fiscal year but not used ~~may~~ shall be carried forward to the next succeeding fiscal year. The number of floating holidays carried forward to a succeeding fiscal year may not exceed the total number of floating holidays received in the previous fiscal year. 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  
4/12/22  
Date

  
\_\_\_\_\_  
Roger Marengo  
Chief Negotiator  
TWU 250-A 9158 ~~7410 ASW MTA~~  
Tue. April 12, 2022  
Date

APPROVED AS TO FORM

\_\_\_\_\_  
Jennifer Stoughton  
Deputy City Attorney  
Date

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**MTAP 002- ELECTION OF REMEDIES**

*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.*

Date: 4/12/22

**TENTATIVE AGREEMENT**

**ARTICLE II - EMPLOYMENT CONDITIONS**

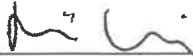
**II.A. NON DISCRIMINATION**

~~65. 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 and County of San Francisco, 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

  
Dominique Windberg  
Chief Negotiator  
SFMTA

4/12/22  
Date

 7.12.22  
Roger Marengo  
Chief Negotiator  
TWU 250-A 9163 7410 ASW MTA

APPROVED AS TO FORM

\_\_\_\_\_  
Jennifer Stoughton  
Deputy City Attorney

\_\_\_\_\_  
Date

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**TA MTAP 003 – Discipline & Probationary Period**

Date: \_\_\_\_\_

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**

**I.G. GRIEVANCE PROCEDURE & THE DISCIPLINE PROCESS**

- 42. The Discipline Process. The SFMTA shall have the right to discipline any non-probationary permanent employee, temporary civil service employee, or provisional employee upon completion of ~~twelve (12)~~ **six (6)** months service, for just cause.
- 43. As used herein "discipline" shall be defined as written reprimands, written warnings, suspensions, disciplinary demotion and disciplinary discharge. A change of work assignment, either to or from a particular assignment, may not be made solely for disciplinary purposes. Reassignments made for purposes of improving services or addressing performance problems shall not be considered disciplinary in nature and therefore shall not be in violation of this Article.
- 46. No ~~written reprimands, written warnings,~~ suspensions, disciplinary demotions, and discharges of non-probationary permanent employees, temporary civil service employees, or provisional employees with ~~twelve (12)~~ **six (6)** months service, may be imposed unless the following procedure is followed:

Tentative Agreement:

FOR THE SFMTA

FOR THE UNION

*Dominique Windberg*                      April 26, 2022  
 \_\_\_\_\_  
 Dominique Windberg                      Date  
 Chief Negotiator  
 SFMTA

*Roger Marenco*                      *Thru May 5, 2022*  
 \_\_\_\_\_  
 Roger Marenco                      Date  
 Chief Negotiator  
 TWU, Local 250-A (7410)

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**SFMTA NEGOTIATIONS 2022**  
TWU, Local 250-A (7410) Service  
Critical

APPROVED AS TO FORM

\_\_\_\_\_  
Jennifer Stoughton      Date  
Deputy City Attorney

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London Breed, Mayor

Gwyneth Borden, Chair  
Amanda Eaken, Vice Chair  
Stephanie Cajina, Director  
Steve Heminger, Director

Fiona Hinze, Director  
Sharon Lai, Director  
Manny Yekutieli, Director

Jeffrey Tumlin, Director of Transportation

**SIDELETTER BETWEEN  
THE TRANSPORT WORKERS' UNION, LOCAL 250-A (7410)  
AND  
SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY  
REGARDING LEAD PERSON PAY FOR 1K INSPECTIONS**

The parties are entering into this side letter of agreement to address lead person pay for 1K Inspections (also known as 1.5K Inspections) for certain Automotive Service Workers (7410s).

1. The parties acknowledge that their entering into this side letter is not, and shall not be construed to be, an admission of any wrongdoing or liability by any party. The parties further acknowledge that they are entering into this side letter on a non-precedent setting basis. By this agreement, the parties make no representation in regard to any other practices related to the lead person pay premium, nor does this agreement represent a waiver of any rights in that regard, and such matters will be governed by the principles of the MMBA and the MOU between the parties where applicable. This Agreement does not change any prior practice between the parties.
2. Alfredo Gonzalez, Savoeun Sngoeun, and Lino Lino will continue to receive lead person pay premium under paragraph 146 of the MOU as long as they are performing 1.5K Inspection functions.



For the SFMTA

For the TWU, Local 250-A (7410)

---

Jeffrey P. Tumlin  
Director of Transportation

Date

*Roger Marengo*  
CA  
Roger Marengo  
President

---

May 5, 2022

Date

APPROVED AS TO FORM

---

Jennifer S. Stoughton  
Deputy City Attorney

Date