

THIS PRINT COVERS CALENDAR ITEM NO.: 10.4

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Human Resources

BRIEF DESCRIPTION:

Amending the Memorandum of Understanding (MOU) between the San Francisco Municipal Transportation Agency (SFMTA) and the Transport Workers' Union (TWU), Local 250A (9163 Transit Operators) to add a sideletter concerning Inconvenience Pay to be effective June 19, 2027.

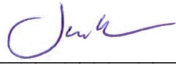

SUMMARY:

- SFMTA and TWU Local 250A (9163) engaged in mediation through an Informal Conference, as required by the current MOU, and reached an agreement to settle PERB Unfair Practice Case No. SF-CE-1932-M regarding Inconvenience Pay.
- The SFMTA Board approved the settlement agreement on January 21, 2025.
- Among other things, the settlement agreement requires that SFMTA seek approval from the SFMTA Board to incorporate into the parties' current MOU a sideletter concerning Inconvenience Pay to be effective June 19, 2027.
- The parties codified their agreement on Inconvenience Pay in a sideletter to amend the current MOU.
- The content of the sideletter agreement and all other required information was publicly disclosed in accordance with Charter Section A8.104(r) on January 21, 2025.

ENCLOSURES:

1. SFMTAB Resolution
2. Budget Impact Analysis
3. Side Letter

APPROVALS:

	DATE
DIRECTOR 	<u>February 27, 2025</u>
SECRETARY 	<u>February 27, 2025</u>

ASSIGNED SFMTAB CALENDAR DATE: March 4, 2025

PURPOSE

To approve proposed changes to the Memorandum of Understanding (MOU) between the San Francisco Municipal Transportation Agency (SFMTA) and the Transport Workers’ Union (TWU), Local 250A (9163 Transit Operators), adding a sideletter concerning Inconvenience Pay to be effective June 19, 2027.

STRATEGIC PLAN GOALS AND TRANSIT FIRST POLICY PRINCIPLES

This item addresses the following Strategic Plan Goals and Objectives:

- Goal 2 – Create a work environment that is responsive, equitable and inclusive.
- Goal 3 – Recruit, hire and invest in a diverse workforce.

This item does not directly address any of the Transit First Policy Principles but supports all of them.

DESCRIPTION

The TWU Local 250A (9163) MOU covers the wages, hours, working conditions, and benefits for approximately 2,500 service critical employees in the 9163 Transit Operator job classification.

In accordance with a sideletter to the current MOU between SFMTA and TWU Local 250A (9163), the parties engaged in mediation through an Informal Conference regarding PERB Unfair Practice Case No. SF-CE-1932-M. The parties reached a settlement agreement and the SFMTA Board approved the settlement agreement on January 21, 2025. Among other things, the settlement agreement requires that the SFMTA seek approval from the SFMTA Board to incorporate into the parties’ current MOU a sideletter concerning Inconvenience Pay to be effective June 19, 2027. The parties codified their agreement on Inconvenience Pay in a sideletter to amend the current MOU.

The sideletter agreement would go into effect June 19, 2027, and continue through the current MOU term, which expires on June 30, 2027, and includes the following changes from the current MOU:

Topic	Proposed Change
Inconvenience Pay	Provides payment to Transit Operators who are required to start or end their run from a location or Division other than their home Division where they have bid into. The provision includes two types of Inconvenience Pay: <ul style="list-style-type: none">(i) Green/MME Inconvenience Pay, for whenever an operator is required to start or end their run at different locations within the Green Division; and(ii) General Inconvenience Pay, for operators who – usually because of special events or construction –

	arrive and/or depart from a division that is not their home division.
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STAKEHOLDER ENGAGEMENT

The SFMTA engaged in good faith discussions with TWU Local 250A and reached mutual agreement on the terms of this sideletter.

ALTERNATIVES CONSIDERED

If the Board chooses to reject this agreement, the SFMTA will potentially be out of compliance with the settlement agreement reached between the parties on September 10, 2024 and approved by the SFMTA Board on January 21, 2025.

FUNDING IMPACT

There is no cost to this agreement in Fiscal Years (FY) 24-25 or 25-26. The cost to the FY26-27 Operating Budget is \$21,101 and adds to the projected \$322 million-dollar FY26-27 deficit. If the successor MOU continues to contain these inconvenience pay provisions, the SFMTA will incur costs in those future fiscal years. Please see Enclosure #2 for a breakdown of costs. Funds will be allocated in the FY27 budget.

ENVIRONMENTAL REVIEW

On February 10, 2025, the SFMTA, under authority delegated by the Planning Department, determined that the amendment to the memorandum of understanding between SFMTA and TWU Local 250A (9163) is not a “project” under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b).

A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors and is incorporated herein by reference.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

No additional approvals required. The City Attorney has reviewed this calendar item.

RECOMMENDATION:

Staff recommends that the SFMTA Board approve the proposed change to the MOU between the SFMTA and the TWU Local 250A (9163) to add a sideletter concerning Inconvenience Pay to be effective June 19, 2027.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, The San Francisco Municipal Transportation Agency (SFMTA) and Transport Workers' Union (TWU), Local 250A (9163 Transit Operators) (together, the parties) engaged in mediation through an Informal Conference, as required by the current Memorandum of Understanding (MOU), and reached an agreement to settle PERB Unfair Practice Case No. SF-CE-1932-M regarding Inconvenience Pay; and,

WHEREAS, The settlement agreement requires that SFMTA seek approval from the SFMTA Board to incorporate into the parties' current MOU a sideletter concerning Inconvenience Pay to be effective June 19, 2027; and,

WHEREAS, The parties codified their agreement on Inconvenience Pay in a sideletter to amend the current MOU; and,

WHEREAS, On February 10, 2025, the SFMTA, under authority delegated by the Planning Department, determined that the amendment to the memorandum of understanding between SFMTA and TWU Local 250A (9163) is not a "project" under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b); and,

WHEREAS, A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors, and is incorporated herein by reference; and,

WHEREAS, The content of the sideletter agreement and all other required information was publicly disclosed in accordance with Charter Section A8.104(r) on January 21, 2025, and is on file with the Secretary of the SFMTA Board of Directors; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors approves an amendment to the MOU between the SFMTA and the TWU Local 250A (9163) to add a sideletter concerning Inconvenience Pay to be effective June 19, 2027.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of March 4, 2025.

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency



Costing Analysis and Executive Summary of Side Letter Proposal

The proposal included in this side-letter reflects a program that is not included in the current [Memorandum of Understanding \(MOU\)](#) covering the period of July 1, 2024 to June 30, 2027, between the San Francisco Municipal Transportation Agency (SFMTA) and the Transport Workers’ Union (TWU), Local 250A (9163 Transit Operators).

Comparison of proposed changes to the current MOU

The proposed side letter would amend the current MOU to add an Inconvenience Pay provision that will become effective on June 19, 2027, which is the start of the last pay period of the current MOU term. This Side Letter is entered into pursuant to an agreement between SFMTA and TWU 250A to settle PERB Case No. SF-CE-1932-M.

Cost Analysis

TOPIC	PROPOSED CHANGE	FY2024-25	FY2025-26	FY2026-27
General Inconvenience Pay	Effective June 19, 2027, Operators required to pull in or out of a foreign Division will be paid 30 minutes or 1 hour of straight time, depending on location.	\$0	\$0	\$1,188.07
Green/MME Inconvenience Pay	Effective June 19, 2027, Green Division Operators who start or end their shift at a different location within Green Division will be paid 1 hour of straight time.	\$0	\$0	\$19,913.34
Total (\$)		\$0	\$0	\$21,101.40

The proposal included in this Side Letter reflects no cost to SFMTA in FY 2024-25 or FY2025-26, and estimated \$21,101.40 in FY2026-27. This program will be funded by the FY2026-27 SFMTA operating budget and will not require a supplemental appropriation.

The cost analysis above for General Inconvenience Pay is based on the average amount of General Inconvenience Pay earned over the past three (3) years for June 19 – June 30 of each year. This timeframe has consistently included Pride festivities and an unexpected road closure over the past 3 years. The cost analysis above for Green/MME Inconvenience Pay is based on the schedule that was in place in June 2024. The cost analysis was calculated at the Operator top step rate that will be in effect on June 19, 2027.



**SIDELETTER BETWEEN
THE TRANSPORT WORKERS' UNION, LOCAL 250A
AND
THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
REGARDING INCONVENIENCE PAY**

WHEREAS, the San Francisco Municipal Transportation Agency (SFMTA) and the Transport Workers' Union, Local 250A (Union) currently have a Memorandum of Understanding (MOU) for the term of July 1, 2024 through June 30, 2027; and

WHEREAS, the SFMTA and the Union reached an agreement on September 10, 2024, to settle PERB Case No. SF-CE-1932-M regarding inconvenience pay.

NOW THEREFORE, the Union and SFMTA agree as follows:

1. Subject to final approval by the SFMTA Board, the Parties shall seek to amend their 2024-2027 MOU by adding a new Appendix on Inconvenience Pay, which shall read:

Effective June 19, 2027, both the General inconvenience pay and Green/MME inconvenience pay will be paid to Operators in the following circumstances:

- a. General inconvenience pay will be paid to an operator that must pull-out from or pull-in to a foreign Division. The amount of general inconvenience pay will be determined by the operator's "from" division and "to" division according to the below table, paid at the straight time rate. Floating extra board Operators are not eligible for General Inconvenience Pay.

	Presidio	Potrero	Islais Creek	Woods	Kirkland	Flynn
Flynn	1 hour	30 min	30 min	30 min	1 hour	-
Kirkland	30 min	1 hour	1 hour	1 hour	-	1 hour
Woods	1 hour	30 min	30 min	-	1 hour	30 min
Islais Creek	1 hour	30 min	-	30 min	1 hour	30 min
Potrero	1 hour	-	30 min	30 min	1 hour	30 min
Presidio	-	1 hour	1 hour	1 hour	30 min	1 hour
Green/MME	1 hour	30 min	30 min	30 min	1 hour	30 min




Cable Car	30 min	1 hour	1 hour	1 hour	30 min	1 hour
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- b. Green/MME inconvenience pay is applicable only to rail operators at Green/MME Division and will be paid to an operator whose run falls into one of the following categories:
 - i. All runs that start at MME and end at Green or at any other relief point (not including 3rd/Marin)
 - ii. All runs that start at Green and end at MME
 - iii. All runs that start at Green and end 3rd/Marin
 - iv. All runs that start at 3rd/Marin and end at Green or any other relief point

Green/MME inconvenience pay will be paid in an amount equivalent to one (1) hour of straight time rate.

For the San Francisco Municipal
Transportation Agency

For the Transport Workers' Union,
Local 250A


 _____ December 13, 2024
 Jeffrey P. Tumlin
 Director of Transportation


 _____ 12-13-24
 Anthony Ballester
 President

Approved as to Form


 _____ December 16, 2024
 Peter Cowman
 Date
 Assistant Chief Labor Attorney