

File No. 140032

Committee Item No. 1

Board Item No. 3

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight Date March 27, 2014

Board of Supervisors Meeting Date April 15, 2014

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Completed by: Alisa Miller Date March 21, 2014

Completed by: Alisa Miller Date April 9, 2014

1 [Collective Bargaining Agreement, Arbitration Award - International Brotherhood of Electrical
2 Workers, Local 6 - FY2013-2014]

3 **Ordinance adopting and implementing the Arbitration Award Amending Amendment**
4 **No. 2 to the 2012-2014 Collective Bargaining Agreement between the City and County**
5 **of San Francisco and the International Brotherhood of Electrical Workers, Local 6, by**
6 **implementing special terms and conditions of employment for fiscal year 2013-2014.**

7 NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.
8 **Additions to Codes** are in *single-underline italics Times New Roman font*.
9 **Deletions to Codes** are in *strikethrough italics Times New Roman font*.
10 **Board amendment additions** are in double-underlined Arial font.
11 **Board amendment deletions** are in ~~strikethrough Arial font~~.
12 **Asterisks (* * * *)** indicate the omission of unchanged Code
13 subsections or parts of tables.

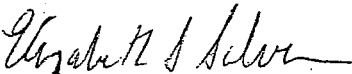
14 Be it ordained by the People of the City and County of San Francisco:

15 Section 1. The Board of Supervisors hereby adopts and implements the Arbitration
16 Award Amending Amendment No. 2 to the 2012-2014 Collective Bargaining Agreement
17 between the City and County of San Francisco and the International Brotherhood of Electrical
18 Workers, Local 6, by implementing special terms and conditions of employment for fiscal year
19 2013-2014.

20 The Arbitration Award and Amendment No. 2 to the Collective Bargaining Agreement
21 so implemented are both on file with the Clerk of the Board in File No. 140032.

22 APPROVED AS TO FORM:
23 DENNIS J. HERRERA, City Attorney

24 By:

25 
ELIZABETH S. SALVESON
Chief Labor Attorney

n:\egana\las2014\0200064\00894899.doc



CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF THE CONTROLLER

Ben Rosenfield
Controller

Monique Zmuda
Deputy Controller

March 27, 2014

Ms. Angela Calvillo
Clerk of the Board of Supervisors
City Hall, Room 244
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

File No. 140032
3/27/14 Received
in Committee

RE: File Numbers 140032 Ordinance adopting and implementing the Arbitration Award amending Amendment No. 2 to the 2012-2014 Collective Bargaining Agreement between the City and County of San Francisco and the International Brotherhood of Electrical Workers, Local 6, by implementing special terms and conditions of employment for FY2013-2014.

Dear Ms. Calvillo,

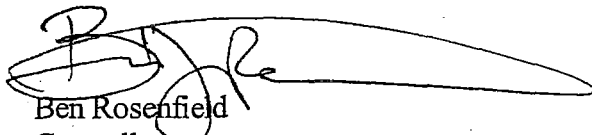
In accordance with Ordinance 92-94, I am submitting a cost analysis of the ordinance adopting the arbitration award amending the MOU between the City and County of San Francisco and the International Brotherhood of Electrical Workers, Local 6. The amendment applies to the MOU for the period commencing July 1, 2012 through June 30, 2014, affecting 22 employees at the Hetch-Hetchy Moccasin and Early Intake powerhouses.

Our analysis finds that on an annual basis the amendment to the MOU will result in increased savings to the City of approximately \$40,000 comprised of approximately \$60,000 regular salary and benefit savings offset by approximately \$20,000 of increased scheduled overtime costs. Because these changes are being implemented in the second half of FY 2013-14 the expected savings during the term of the contract are \$20,000.

Additional changes to the MOU are expected to reduce the amount of unscheduled overtime due to the removal of the Early Intake powerhouse minimum staffing requirements and additional staff available on day shifts available for coverage as-needed. Savings associated with these changes are variable and are not included in the \$40,000 savings projection.

If you have additional questions or concerns please contact me at 554-7500 or Drew Murrell of my staff at 554-7647.

Sincerely,


Ben Rosenfield
Controller

cc: Martin Gran, ERD
Harvey Rose, Budget Analyst

**IN INTEREST ARBITRATION PROCEEDINGS
PURSUANT TO CHARTER SECTIONS A8.409**

International Brotherhood of Electrical /
Workers, Local 6 /
Union /

and /

The City and County of /
San Francisco /
Employer /

OPINION AND AWARD

Arbitration Board Members

Christopher Burdick:	Neutral Chairperson
Carol Isen:	City Board Member
Kevin Hughes:	Union Board Member

Appearances

On Behalf of The Union:

Peter W. Saltzman, Esq.
Leonard Carder, LLP,
1188 Franklin Street,
San Francisco, CA, 94109

On Behalf of the Employer

Erik A. Rapoport, Esq.
Deputy City Attorney,
1390 Market Street, 5th Floor,
San Francisco, CA, 94102

INTRODUCTION

In 2012, the parties negotiated a Collective Bargaining Agreement for the two-year period from July 1, 2012 through June 30, 2014 (CBA). In the course of the 2012 collective bargaining negotiations, the City represented that North American Electric Reliability Commission (NERC) certification standards may require changes to the work at Hetch-Hetchy Moccasin Powerhouse and Early Intake powerhouses. The parties agreed that, should they fail to reach agreement on the issues noted above, any issues which remained unresolved after good faith bargaining would be submitted to a mediation/arbitration board in, accordance with the procedures and criteria set forth in City Charter Section A8.409-4, with Arbitrator Christopher Burdick serving as the neutral Chairperson.

After the CBA was signed, the parties began meeting and conferring regarding the Moccasin and Early Intake powerhouses work days, work weeks, scheduling cycles, rotations, training, travel pay and transportation costs, and any other matters required for NERC compliance at the powerhouses. The parties were not successful in resolving their differences, and impasse was declared in May 2013

The impasse was then set for interest arbitration hearings on November 6-7, 2013, under City Charter section A8.409-4, with Christopher Burdick, arbitrator/mediator, acting as the neutral Chairperson of the Arbitration Board (Board). The City selected Carol Isen, Negotiator for the City's Department of Human Resources (DHR), as its Board Member; the International Brotherhood of Electrical Workers, Local 6 (Local 6 or The Union) selected Kevin Hughes, Business Representative, as its Board Member.

The City was represented by Erik A. Rapoport, Esq., Deputy City Attorney. The Union was represented by Peter W. Saltzman, Esq., of Leonard Carder, LLP.

ARBITRATION AWARD

Under the Charter, unresolved differences in negotiations between the City and a recognized employee organization which persist to the point of impasse are submitted to final and binding interest arbitration, to be heard and decided by a three-member Arbitration Board (Board). The City appoints one member, the union appoints one member, and those two members then select a third, neutral person to chair the Board. Charter Section A8.409-4(c) describes the process the Board may follow to reach an agreement between the parties:

The Board may hold public hearings, receive evidence from the parties and cause a transcript of the proceedings to be prepared. The Board, in the exercise of its discretion, may meet privately with the parties to mediate/arbitrate the dispute. The Board may also adopt other procedures designed to encourage an agreement between the parties, expedite the arbitration hearing process, or reduce the costs of the arbitration process.

On October 3, 2013, the parties met at Moccasin, California, to discuss the issues and evidence related to the City's operation of its high voltage work force at the Moccasin and Early Intake powerhouses. The Board Chairperson, Christopher Burdick, closely queried the advocates and fellow board members; spoke directly with representatives from both the City and Local 6; and reviewed documents submitted by the City and the Union. The parties stipulated that the evidence and testimony reviewed on October 3 would form the basis of this Stipulated Award without having to formally put the evidence and testimony on the record before a court reporter.

At the end of the October 3, 2013 proceedings, the City and the Union submitted their last best and final offers on the issues set forth below. The Board, in the exercise of its discretion, asked the neutral Chairperson to make recommendations to the parties on each of the issues still in dispute. Adopting this procedure, the parties eventually stipulated that Appendix B.II.F.3(b) and B.II.J.6 be amended, and a that new paragraph, Appendix B.II.D.10, be added into the CBA as set forth below.

Appendix B.II.D.10

10. Powerhouse Operators on the Moccasin Schedule I Cycle are eligible for overtime, at one-and-one-half times their regular rate of pay, after they have worked more than forty (40) hours in a normal work week, or more than 12 hours in one day. Powerhouse Operators on the Moccasin Schedule II Cycle are eligible for overtime, at one-and-one-half times their regular rate of pay, after they have worked more than forty (40) hours in a normal work week, or more than 10 hours in one day. Powerhouse Operators assigned to work at the Early Intake powerhouses on the Schedule III Cycle are eligible for overtime, at one-and-one-half times their regular rate of pay, after they have worked more than forty (40) hours in a normal work week, or more than 8 hours in one day.

Appendix B.II.F.3(b)

(b.) Hetch Hetchy Water and Power; Moccasin Powerhouse, which includes the Control Room, and Early Intake powerhouses

Appendix B.II.J.6

(6) Moccasin Power-Hhouse, which includes the Control Room, and Early Intake powerhouses: Overtime offered by Ppowerhouse, by Ppowerhouse seniority in accordance with seniority lists established as of each January 1. Once through the list, then assignments are offered to employee with least number of "accrued overtime hours." Refusals count as "accrued overtime hours" for the purpose of overtime distribution..

STIPULATED AWARD – PART ONE

The Board approves the stipulated provisions set forth above, and directs the inclusion of this language into the CBA.

Christopher Burdick:	I concur
Carol Isen:	I concur
Kevin Hughes:	I concur

CONTESTED ISSUES – AWARD PART TWO

In addition to the stipulated provisions set forth above, four (4) matters were submitted to the Board for final and binding arbitral resolution. They are described more fully hereinafter, but may be referred to, for the purposes of this Award, as follows:

1. Moccasin Powerhouse Operators Schedule;
2. Early Intake Powerhouse Operators Schedule;
3. Early Intake Powerhouse Staffing; and
4. North American Electric Reliability Corporation (NERC) Training.

LAST, BEST, AND FINAL OFFERS/DEMANDS OF THE PARTIES

The last, best, and final offers (“LBFO”) of the parties on the four disputed issues (described more fully hereinafter) are set forth below.

1. Moccasin Powerhouse Operators Schedule.

The City’s last best and final offer regarding the Moccasin Powerhouse Operators schedule was to amend Appendix B.I.C, and delete Appendix B.II.I.3, as set forth below. The Union’s last best and final offer was to make no change to the CBA.

Appendix B.I.C

I. WORKWEEK AND HOURS

C. Hetch-Hetchy Moccasin Powerhouse and Early Intake Powerhouses – Powerhouse Operators (classes 7480, 7482, 7484 and 7488)

1. Moccasin Powerhouse Operators

The normal work week and hours for unit employees assigned to Moccasin Powerhouse shall be in accordance with the following two cycles:

Moccasin Powerhouse Schedule I Cycle: A ~~thirty-five (35)~~ twenty-eight day cycle of:

- 1. 4 consecutive 12 hour day shifts and one (1) four hour day shift, then 6 days off;
- 2. 4 consecutive 12 hour night shifts, then two (2) days off;
- 3. 3 consecutive 12 hour day shifts, then one (1) day off;
- 4. 3 consecutive 12 hour day shifts, then two (2) days off.

a. Three (3) consecutive day shifts of 12 hours followed by seven (7) consecutive days off.

b. Four (4) consecutive day shifts of 11 hours followed by three (3) consecutive days off.

c. Four (4) consecutive night shifts of 12 hours followed by two (2) consecutive days off.

d. Three (3) consecutive day shifts of 12 hours followed by one (1) day off.

e. Three (3) consecutive night shifts of 12 hours followed by two (2) consecutive days off.

f. One day shift of 12 hours.

All 11- and 12-hour day shifts begin at 6 a.m. All 12-hour night shifts begin at 6 p.m.

There shall be one class 7484 (Sr. Power Gen. Tech.) administrative shift at Moccasin Powerhouse which shall be scheduled on a "4/10" basis. Assignment will be for an eight (8) month duration.

Moccasin Powerhouse Schedule II Cycle: Four (4) consecutive 10-hour day shifts within one week.

Newly hired employees shall be placed on the Moccasin Powerhouse Schedule II Cycle for up to eighteen (18) months, or a shorter period of time, subject to the operational needs of the Department, and thereafter shall be assigned to either the Early Intake powerhouses on the Schedule III Cycle, or the Moccasin Powerhouse on the Schedule I Cycle. The 10-hour Moccasin Powerhouse Schedule II day shifts shall begin at 6 a.m.

Appendix B Section II.I.3

~~3. Hetch Hetchy - Moccasin Power House and Early Intake: New hires are assigned work shifts at management's discretion for 120 days. Thereafter employees are subject to shift cycle rotation.~~

2. Early Intake Powerhouse Operators Schedule.

The City's last best and final offer regarding the Early Intake Powerhouse Operators schedule was to amend Appendix B.I.C.2 as set forth below. The Union's last best and final offer was to make no change to the CBA.

Appendix B.I.C.2

2. Early Intake powerhouses - Schedule III Cycle:

The Early Intake schedule consists of a series of six 40-hour work weeks, consisting of a Monday through Friday work weeks containing either four (4) 10-hour days or five (5) consecutive 8-hour days day shifts as follows: Early Intake 8-hour day shifts shall begin at 7 a.m.

- ~~1. 3 consecutive days off.~~
- ~~2. 4 consecutive 10-hour days on.~~
- ~~3. 3 consecutive 8-hour days on.~~
- ~~4. 2 consecutive days off.~~
- ~~5. 7 consecutive 8-hour days on.~~
- ~~6. 5 consecutive days off.~~

7. ~~4 consecutive 10-hour days on.~~
8. ~~3 consecutive 8-hour days on.~~
9. ~~2 consecutive days off.~~
10. ~~7 consecutive 8-hour days on.~~
11. ~~2 days off.~~

3. Early Intake Powerhouse Staffing.

The City's last best and final offer regarding the Early Intake Staffing was to amend Appendix B.II.D.7 and add a new paragraph B.II.D.9 as set forth below. The Union's last best and final offer was to make no change to the CBA.

Appendix B.II.D.7

7. The City acknowledges for ~~H~~health and ~~S~~safety reasons, PUC staffs ~~the~~ Moccasin Power ~~H~~house, which includes the ~~and Early Intake Division's~~ powerhouse ~~e~~Control ~~r~~Room, with three (3) employees, however, on occasion, subject to the operational needs of the department, the crew size may be less than this number.

B.II.D.9

9. If the City assigns any Powerhouse Operators to work at Early Intake, it shall assign at least two (2) Powerhouse Operators to work there on five (5) consecutive 8-hour day shifts, Monday through Friday, as set forth in Section C.2 above, however, on occasion, and subject to the operational needs of the Department, the City may staff Early Intake with one (1) Powerhouse Operator for a period not to exceed five (5) consecutive weekdays. No Powerhouse Operator shall be assigned to work alone at Early Intake on a Saturday or a Sunday without another City employee present.

4. North American Electric Reliability Corporation (NERC)

Training.

The Union's last best and final offer regarding North American Electric Reliability Corporation (NERC) training was to amend Appendix B.II.D by adding a new paragraph 8 as set forth below. The City's last best and final offer was to make no changes to the CBA.

Appendix B.II.D.8

8. Powerhouse Operators on the Moccasin Schedule I Cycle shall be assigned at least one hundred (100) hours of North American Electric Reliability Corporation (NERC) training per year, with such training to take place during the 11-hour day shifts. Powerhouse Operators on the Moccasin Schedule I Cycle may be assigned NERC training during other shifts in addition to the one hundred (100) hours of NERC training assigned during the 11-hour day shifts.

RELEVANT CHARTER PROVISIONS

Under the City Charter, unresolved differences in negotiations between the City and a recognized employee organization which result in impasse are submitted to a final and binding mediation-arbitration procedure, to be heard and decided by a three-member arbitration board. The City appoints one member thereto, the Union appoints its member, and those two members select a third, neutral person to chair the board.

Charter Section A8.409-4(d) requires the Board to decide each issue in dispute by "selecting whichever last offer of settlement on that issue it finds by a preponderance of the evidence presented during the arbitration most nearly conforms to those factors traditionally taken into consideration in the determination of wages, hours, benefits and terms and conditions of public and private employment, including, but not limited to: changes in the average consumer price index for goods and services; the wages, hours, benefits and terms and conditions of employment of employees performing similar services; the wages, hours, benefits and terms and conditions of employment of other

employees in the City and County of San Francisco; health and safety of employees; the financial resources of the City and County of San Francisco, including a joint report to be issued annually on the City's financial condition for the next three fiscal years from the Controller, the Mayor's budget analyst and the budget analyst for the Board of Supervisors; other demands on the City and County's resources including limitations on the amount and use of revenues and expenditures; revenue projections; the power to levy taxes and raise revenue by enhancements or other means; budgetary reserves; and the City's ability to meet the costs of the decision of the Arbitration Board. In addition, the Board shall issue written findings on each and every one of the above factors as they may be applicable to each and every issue determined in the award. Compliance with the above provisions shall be mandatory."

AWARD – PART TWO

1. **Moccasin Powerhouse Operators Schedule** - Based on the preponderance of the evidence presented by the parties, and the relevant criteria of Charter section A8.409-4(d), the City's proposal regarding the Moccasin Powerhouse Operators schedule is accepted and the Union's proposal is rejected. The Board finds that the City's proposed Moccasin schedule does not significantly alter the wages, hours, benefits and terms and conditions of employment for powerhouse operators, and thus the Charter section A8.409-4(d) factors are not applicable. The evidence presented during the October 3, 2013 proceedings shows that there will be a slight reduction in annual scheduled overtime under the City's proposed Moccasin schedule, and thus the new schedule is more desirable than the current schedule.

Christopher Burdick:	I concur
Carol Isen:	I concur
Kevin Hughes:	I dissent

2. Early Intake Powerhouse Operators Schedule - Based on the preponderance of the evidence presented by the parties and the relevant criteria of Charter section A8.409-4(d), the City's proposal regarding the Early Intake Powerhouse Operators schedule is accepted and the Union's proposal is rejected. The Board finds that the City's proposed Early Intake schedule does not significantly alter the wages, hours, benefits and terms and conditions of employment for powerhouse operators, and thus the Charter section A8.409-4(d) factors are not applicable. The evidence presented during the October 3, 2013 proceedings shows that there will be no impact on scheduled overtime at Early Intake under the City's proposed Early Intake schedule, and thus the new schedule is more desirable than the current schedule.

Christopher Burdick: I concur.

Carol Isen: I concur

Kevin Hughes: I dissent

3. Early Intake Powerhouse Staffing - Based on the preponderance of the evidence presented by the parties and the relevant criteria of Charter section A8.409-4(d), the City's proposal regarding Early Intake staffing is accepted and the Union's proposal is rejected. The Board finds that the City's proposal regarding Early Intake staffing does not significantly alter the wages, hours, benefits and terms and conditions of employment for powerhouse operators, and thus the Charter section A8.409-4(d) factors are not applicable. The evidence presented during the October 3, 2013 proceedings shows that the City's proposed changes to Early Intake staffing should reduce the need for unscheduled overtime at the Early Intake powerhouses, and thus the proposed changes are more desirable than the current staffing requirements.

Christopher Burdick: I concur

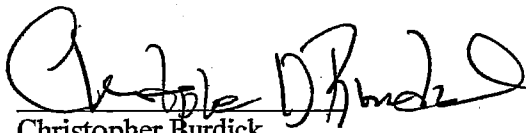
Carol Isen: I concur

Kevin Hughes: I dissent


4. **North American Electric Reliability Corporation (NERC) Training -**

Based on the preponderance of the evidence presented by the parties and the relevant criteria of Charter section A8.409-4(d), the Union's proposal regarding North American Electric Reliability Corporation (NERC) training is accepted and the City's proposal is rejected. The Board finds that the Union's proposal regarding NERC training does not significantly alter the wages, hours, benefits and terms and conditions of employment for powerhouse operators, and thus the Charter section A8.409-4(d) factors are not applicable, with the one exception that NERC training should contribute to the improved health and safety of Powerhouse Operators at Hetch Hetchy. Adding a one hundred (100) hour NERC training requirement during normal business hours will promote the goal that each Powerhouse Operator comply with federally mandated NERC requirements.

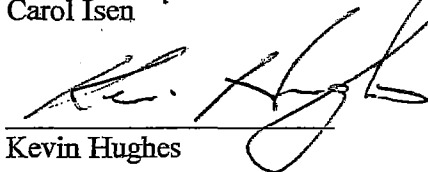
Christopher Burdick:	I concur
Carol Isen:	I dissent
Kevin Hughes:	I concur


Christopher Burdick

Date: 1/7/2014


Carol Isen

Date: 1/8/2014


Kevin Hughes

Date: 1-8-2014

**Amendment No. 2
TO THE 2012-2014 COLLECTIVE BARGAINING AGREEMENT
BETWEEN AND FOR
THE CITY AND COUNTY OF SAN FRANCISCO
AND THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 6**

The parties hereby amend the Collective Bargaining Agreement as follows:

APPENDIX B

I. WORKWEEK AND HOURS

C. Hetch-Hetchy Moccasin Powerhouse and Early Intake Powerhouses -- Powerhouse Operators (classes 7480, 7482, 7484 and 7488)

1. Moccasin Powerhouse Operators

The normal work week and hours for unit employees assigned to Moccasin Powerhouse shall be in accordance with the following two cycles:

Moccasin Powerhouse Schedule I Cycle: A ~~thirty-five (35)~~ twenty-eight day cycle of:

- ~~1. 4 consecutive 12 hour day shifts and one (1) four hour day shift, then 6 days off;~~
- ~~2. 4 consecutive 12 hour night shifts, then two (2) days off;~~
- ~~3. 3 consecutive 12 hour day shifts, then one (1) day off;~~
- ~~4. 3 consecutive 12 hour day shifts, then two (2) days off.~~

a. ~~Three (3) consecutive day shifts of 12 hours followed by seven (7) consecutive days off.~~

b. ~~Four (4) consecutive day shifts of 11 hours followed by three (3) consecutive days off.~~

c. ~~Four (4) consecutive night shifts of 12 hours followed by two (2) consecutive days off.~~

d. ~~Three (3) consecutive day shifts of 12 hours followed by one (1) day off.~~

e. ~~Three (3) consecutive night shifts of 12 hours followed by two (2) consecutive days off.~~

f. ~~One day shift of 12 hours.~~

All 11- and 12-hour day shifts begin at 6 a.m. All 12-hour night shifts begin at 6 p.m.

There shall be one class 7484 (Sr. Power Gen. Tech.) administrative shift at Moccasin Powerhouse which shall be scheduled on a "4/10" basis. Assignment will be for an eight (8) month duration.

Moccasin Powerhouse Schedule II Cycle: Four (4) consecutive 10-hour day shifts within one week.

Newly hired employees shall be placed on the Moccasin Powerhouse Schedule II Cycle for up to eighteen (18) months, or a shorter period of time, subject to the operational needs of the Department, and thereafter shall be assigned to either the Early Intake powerhouses on the Schedule III Cycle, or the Moccasin Powerhouse on the Schedule I Cycle. The 10-hour Moccasin Powerhouse Schedule II day shifts shall begin at 6 a.m.

2. Early Intake powerhouses – Schedule III Cycle:

The Early Intake schedule consists of a series of six 40-hour work weeks, consisting of a Monday through Friday work weeks containing either four (4) 10-hour days or five (5) consecutive 8-hour days day shifts as follows: Early Intake powerhouse 8-hour day shifts shall begin at 7 a.m.

1. ~~3 consecutive days off.~~
2. ~~4 consecutive 10 hour days on.~~
3. ~~3 consecutive 8 hour days on.~~
4. ~~2 consecutive days off.~~
5. ~~7 consecutive 8 hour days on.~~
6. ~~5 consecutive days off.~~
7. ~~4 consecutive 10 hour days on.~~
8. ~~3 consecutive 8 hour days on.~~
9. ~~2 consecutive days off.~~
10. ~~7 consecutive 8 hour days on.~~
11. ~~2 days off.~~

APPENDIX B

D. Safety Practices.

1. The City acknowledges that for health and safety reasons, the Public Utilities Commission staffs Hetch Hetchy Moccasin line shop line crew and Warnerville Line Shop line crew with three (3) employees; however, on occasion, subject to operational needs of the Department, the crew size may be less than this number.

2. A minimum of two (2) employees shall be assigned to any work requiring entrance into an underground vault (applicable to the Department of Technology, Public Safety Wire Section).

3. A minimum of two (2) electricians or above shall be assigned for work on all live circuits of 277 volts or greater. (Applicable to: Port of San Francisco, S.F. Airport, Electric Shop (Airfield and Building Maintenance), Department of Public Works, and Public Utilities Commission (Wastewater Enterprise, Water Department and Hetch Hetchy Moccasin, Line; Tech Shop, Electric, and Warnerville Line Shop).

4. Class 7510 light fixture maintenance worker need not be accompanied by a second 7510 in the performance fixture maintenance work within the classification.

5. Upon request, an employee shall be accompanied by a Deputy Sheriff when working in any jail.

6. At the Department of Public Works, Bureau of Building Repair and/or Public Utilities Commission, employees assigned to the Wastewater Enterprise Division shall be provided with a shower room, one (1) annual physical exam at no charge, free vaccines for hepatitis, T.B. and/or any other necessary vaccines required for exposure to raw sewage.

7. The City acknowledges for health and safety reasons, PUC staffs the Moccasin Powerhouse, which includes the and Early Intake Division's powerhouse Control Room, with three (3) employees, however, on occasion, subject to the operational needs of the department, the crew size may be less than this number.

8. Powerhouse Operators on the Moccasin Schedule I Cycle shall be assigned at least one hundred (100) hours of North American Electric Reliability Corporation (NERC) training per year, with such training to take place during the 11-hour day shifts. Powerhouse Operators on the Moccasin Schedule I Cycle may be assigned NERC training during other shifts in addition to the one hundred (100) hours of NERC training assigned during the 11-hour day shifts.

9. If the City assigns any Powerhouse Operators to work at Early Intake, it shall assign at least two (2) Powerhouse Operators to work there on five (5) consecutive 8-hour day shifts, Monday through Friday, as set forth in Section C.2 above, however, on occasion, and subject to the operational needs of the Department, the City may staff Early Intake with one (1) Powerhouse Operator for a period not to exceed five (5) consecutive weekdays. No Powerhouse Operator shall be assigned to work alone at Early Intake on a Saturday or a Sunday without another City employee present.

10. Powerhouse Operators on the Moccasin Schedule I Cycle are eligible for overtime, at one-and-one-half times their regular rate of pay, after they have worked more than forty (40) hours in a normal work week, or more than 12 hours in one day. Powerhouse Operators on the Moccasin Schedule II Cycle are eligible for overtime, at one-and-one-half times their regular rate of pay, after they have worked more than forty (40) hours in a normal work week, or more than 10 hours in one day. Powerhouse Operators assigned to work at the Early Intake powerhouses on the Schedule III Cycle are eligible for overtime, at one-and-one-half times their regular rate of pay, after they have worked more than forty (40) hours in a normal work week, or more than 8 hours in one day.

E. Safety Equipment.

The following safety equipment shall be provided by the City free of charge to employees

assigned to the following work locations:

1. All necessary safety equipment: Department of Building Inspection; Port of San Francisco.

2. Prescription safety glasses Upon request: S.F. International Airport (Airfield & Building Maintenance); Water Department (Millbrae and Newcomb); Port of San Francisco.

1. Miscellaneous: Custom fit ear protection - S.F. International Airport (Airfield & Building Maintenance); all necessary high voltage equipment - S.F. International Airport (Airfield Maintenance); shower room and adequate time to shower when needed - Water Department (Millbrae Yard).

F. Safety Meetings.

1. Safety meetings are held every payday on each shift with unit employees at the following jobsite locations:

(a.) Department of Technology Public Safety Wire Section and Telecommunications Facilities Section

(b.) Port of San Francisco Electric Shop

(c.) San Francisco Airport - Airfield Maintenance and Building Maintenance Shops

(d.) Department of Public Works Bureau of Building Repair

(e.) Public Utilities Commission – Wastewater Enterprise and Water Department - Millbrae and Newcomb Yards

2. Safety meetings are held at least every ten (10) days on each shift with unit employees at the following jobsite locations:

(a.) Recreation and Parks Department Electric Shop

(b.) Laguna Honda Electric Shop

3. Safety meetings are held at least once per month on each shift with unit employees at the following jobsite locations:

(a.) Department of Building Inspections

(b.) Hetch Hetchy Water and Power; Moccasin Powerhouse, which includes the Control Room, and Early Intake powerhouses

(c.) Public Library

(d.) War Memorial Electric Shop (in accordance with Cal-Osha requirements)

4. Other:

(a.) Safety meetings are held with unit employees once per week at Moccasin Tech, Line, Electric and Warnerville Line Shop

(b.) Safety meetings are held with unit employees at the Sheriff's Department (Jail Nos. 3, 7, 8 and 9) as needed to meet Cal-Osha minimum standards.

G. Overalls/Coveralls/Uniforms.

The following are provided unit employees free of charge:

Laguna Honda Electric Shop: An adequate number of uniforms shall be supplied by the department and shall be laundered free of charge.

H. Security of Employees Effects and Tools.

Bargaining Unit employees at the following locations shall be provided safe and secure storage facilities for personal effects and work clothes (lockers or the equivalent); and for personally provided tools (lockers, storage area, lock boxes, etc.) where such tools are used in the performance of the employees' duties.

1. Department of Technology. (Rankin Street)

2. Port of San Francisco.

3. San Francisco International Airport - Building Maintenance/Airfield Maintenance Shops.

4. Department of Public Works - Cesar Chavez Street

5. San Francisco Utilities - Water Department (Millbrae/Newcomb) and Wastewater Enterprise

6. Hetch Hetchy Water and Power

7. Public Library

8. Sheriff's Department - Jail #8 and #9

I. Training and New Hire Training Periods.

1. Department of Technology - Public Safety Wire Section: New hires not eligible for overtime shift coverage for first six months of employment.

2. San Francisco International Airport - Airfield Maintenance Only: Newly hired 9240's

assigned to day shift until the next shift rotation.

~~3. Hetch Hetchy - Moccasin Power House and Early Intake: New hires are assigned work shifts at management's discretion for 120 days. Thereafter employees are subject to shift cycle rotation.~~

4. Hetch-Hetchy - Tech, Line, Electric and Warnerville Line Shop: New hires assigned at the discretion of supervisor.

J. Overtime, Vacation, and Shift Bidding

1. Overtime:

(1) Overtime assigned at discretion of supervisor. (Applies to Laguna Honda; Hetch Hetchy Moccasin, Tech, Line and Warnerville Line Shop; Public Library)

(2) Overtime assigned to employee working on the job first, thereafter assignment made at supervisor's discretion. (Applies to Port of San Francisco; San Francisco Intl. Airport Building Maintenance; Dept. of Public Works Bureau of Building Repair; Wastewater Enterprise; Water Department; Dept. of, Telecommunication Facilities Section.

(3) Department of Technology Public Safety Wire Section: See attached Appendix

(4) Department of Building Inspection: See Attached Appendix B-2.

(5) S.F. International Airport Airfield Maintenance: Overtime is offered to employee with least number of accrued overtime hours.

(6) Moccasin Power ~~H~~house, which includes the Control Room, and Early Intake powerhouses: Overtime offered by Ppowerhouse, by Ppowerhouse seniority in accordance with seniority lists established as of each January 1. Once through the list, then assignments are offered to employee with least number of "accrued overtime hours." Refusals count as "accrued overtime hours" for the purpose of overtime distribution.

(7) Recreation and Parks Department: Overtime seniority list established and overtime offered on basis of seniority. Once through the list, overtime offered to employee with least number of accrued hours. Refusals of offered overtime count as "accrued overtime hours for the purpose of overtime distribution." Overtime log book available for inspection at anytime. Regular overtime is generally voluntary; however, if there are no volunteers, overtime is assigned by reverse seniority.

FOR THE CITY:

Micki Callahan 1/13/14
Date
Micki Callahan
Human Resources Director

Martin R. Gran 1/8/14
Date
Martin R. Gran
Employee Relations Director

Carol Isen 1/8/14
Date
Carol Isen
Chief Negotiator

Erik A. Rapoport 1/13/14
Date
Erik Rapoport
Deputy City Attorney

FOR THE UNION:

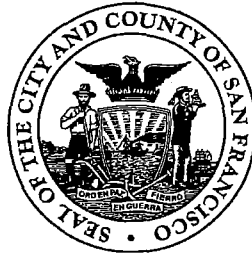
Timothy J. Donovan 1/8/14
Date
Timothy J. Donovan
Business Manager, Financial Secretary

Kevin Hughes 1-8-2014
Date
Kevin Hughes
Assistant Business Manager

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

Elizabeth Salveson 1/13/14
Date
Elizabeth Salveson
Chief Labor Attorney,
Office of the City Attorney

BOARD of SUPERVISORS



City Hall
Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

MEMORANDUM

TO: Ben Rosenfield, City Controller

FROM: Alisa Miller, Clerk, Government Audit and Oversight Committee
Board of Supervisors

DATE: March 21, 2014

SUBJECT: LEGISLATION INTRODUCED

The Board of Supervisors' Government Audit and Oversight Committee has received the following proposed legislation, introduced by Mayor Lee on January 14, 2014:

File No. 140032

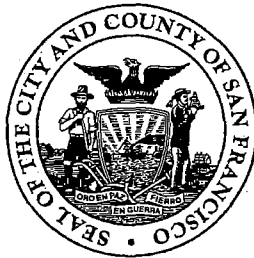
Ordinance adopting and implementing the Arbitration Award amending Amendment No. 2 to the 2012-2014 Collective Bargaining Agreement between the City and County of San Francisco and the International Brotherhood of Electrical Workers, Local 6, by implementing special terms and conditions of employment for FY2013-2014.

This matter is being forwarded to you for a cost analysis.

Please forward your analysis to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

c: Drew Murrell, City Controller's Office

BOARD of SUPERVISORS



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Fax No. 554-5163
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MEMORANDUM

TO: Harvey Rose, Budget Analyst

FROM: Erica Major, Clerk, Government Audit & Oversight Committee
Board of Supervisors

DATE: January 28, 2014

SUBJECT: LEGISLATION INTRODUCED

The Board of Supervisors' Government Audit & Oversight Committee has received the following proposed hearing, introduced by Mayor Lee on January 14, 2014:

File No. 140032

Ordinance adopting and implementing the Arbitration Award amending Amendment No. 2 to the 2012-2014 Collective Bargaining Agreement between the City and County of San Francisco and the International Brotherhood of Electrical Workers, Local 6, by implementing special terms and conditions of employment for FY2013-2014.

This matter is being forwarded to your department for informational purposes. If you have any comments or reports to be included with the file, please forward them to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

c: Debra Newman
Severin Campbell
Gabriela Loeza

OFFICE OF THE MAYOR
SAN FRANCISCO



EDWIN M. LEE
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: *for* Mayor Edwin M. Lee *JE*
RE: Memorandum of Understanding, Amendment 2 – International
Brotherhood of Electrical Workers, Local 6
DATE: January 14, 2014

Attached for introduction to the Board of Supervisors is the Ordinance adopting and implementing Amendment No. 2 to the 2012-2014 Collective Bargaining Agreement between the City and County of San Francisco and the International Brotherhood of Electrical Workers, Local 6, by implementing specified terms and conditions of employment for fiscal year 2013-2014.

I request that this item be calendared in Government Audit and Oversight Committee.

Should you have any questions, please contact Jason Elliott (415) 554-5105.

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
JAN 14 PM 2:34
AK

