

File No. 180038

Committee Item No. 10

Board Item No. 6

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight

Date: April 4, 2018

Board of Supervisors Meeting:

Date: April 17, 2018

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input type="checkbox"/> | <input type="checkbox"/> | Resolution |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER

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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>DRAFT MOU Amendment</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Program Term Agrmt - November 30, 2017</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Controller Costing Analysis - March 7, 2018</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Referral Letter - January 16, 2018</u> |
| <input type="checkbox"/> | <input type="checkbox"/> | <u> </u> |

Prepared by: John Carroll

Date: March 30, 2018

Prepared by: John Carroll

Date: April 4, 2018

1 [Memorandum of Understanding - Committee of Interns and Residents, Service Employees
2 International Union]

3 **Ordinance adopting and implementing Amendment No. 1 to the 2017-2021**

4 **Memorandum of Understanding between the City and County of San Francisco and the**
5 **Committee of Interns and Residents, Service Employees International Union, to**
6 **implement a "Union Access to New Employees" program.**

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 *striketrough italics Times New Roman font*.
10 **Board amendment additions** are in double-underlined Arial font.
11 **Board amendment deletions** are in ~~striketrough 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 Amendment No. 1
16 to the 2017-2021 Memorandum of Understanding ("MOU") between the City and County of
17 San Francisco and the Committee of Interns and Residents, Service Employees International
18 Union, to implement a "Union Access to New Employees" program.

19 Amendment No. 1 to the MOU so implemented is on file with the Clerk of the Board of
20 Supervisors in Board File No. 180038.

21 Section 2. The Board of Supervisors hereby authorizes the Department of Human
22 Resources to make non-substantive ministerial or administrative corrections to the MOU.

23 Section 3. Effective Date. This ordinance shall become effective upon enactment.
24 Enactment occurs when the Mayor signs the ordinance, the Mayor returns the ordinance
25 unsigned or does not sign the ordinance within ten days of receiving it, or the Board of

1 Supervisors overrides the Mayor's veto of the ordinance.

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

4 By: 
5 KATHARINE HOBIN PORTER
6 Chief Labor Attorney

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**AMENDMENT No. 1
TO THE 2017-2021 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
COMMITTEE OF INTERNS AND RESIDENTS, SEIU**

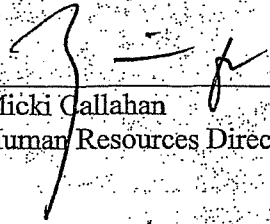
The parties hereby agree to amend the Memorandum of Understanding to add Exhibit D, Union Access to New Employees Program, as a new Exhibit, subject to approval by the San Francisco Board of Supervisors. Exhibit D is attached to this Amendment and incorporated by reference.

FOR THE CITY

FOR THE UNION

Date: 01/08/18


Date: _____



Micki Callahan
Human Resources Director

Katy Lundgren
Committee of Interns and Residents, SEIU

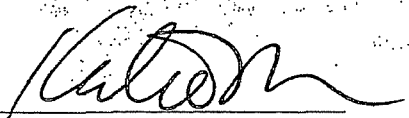
Date: 1/8/18



Carol Isen
Employee Relations Director

APPROVED AS TO FORM:

Date: 1/8/18



Katharine Hobin Porter
Chief Labor Attorney

EXHIBIT D

UNION ACCESS TO NEW EMPLOYEES PROGRAM

I. Purpose

The purpose of this agreement is to memorialize the rights and obligations of the City and the Union in accordance with CA Government Code Sections 3555-3559, through the creation of a single, City-wide Union Access to New Employees Program applicable to all City Agencies and all City Employee Unions.

II. Notice and Access

- A. The City shall provide the Union written notice of, and access to, new employee orientations (hereinafter NEOs) as set forth below. It is the City's policy that NEOs are mandatory for all newly-hired employees. It is the City's intent that NEOs take place as promptly as possible after the first day of employment. Within thirty (30) calendar days of the start of employment, newly-hired employees will be scheduled to attend the next available NEO. NEOs shall be scheduled during an employee's regularly scheduled, paid time. In the event that a newly-hired employee's regular schedule is outside of a scheduled NEO, the Department may make a one-time adjustment to the employee's work schedule in order to accommodate this requirement.

In the event an employee does not attend the NEO that the employee was scheduled to attend, said employee will be automatically enrolled to attend the next available NEO. If the employee does not attend the subsequently scheduled NEO, the Union NEO Coordinator may contact the Departmental NEO coordinator to arrange a meeting with the employee pursuant to Section F., below.

- B. Application: New employees include, but are not limited to, newly-hired employees whose positions are permanent, temporary, full-time, part-time, per diem, seasonal, provisional, or as-needed.

C. Notice

1. Single Point of Contact: The Union agrees to provide the City with a single point of contact (hereinafter, Union NEO Coordinator) and the City agrees to provide the Union with a single point of contact for each Department (hereinafter, Departmental NEO Coordinator), which will be updated by the City and the Union on an as-needed basis.
2. Notice of Schedule: For any NEO that takes place on a regular, recurring schedule, the sponsoring Department shall be responsible for providing annual notice to the Union. For NEOs that are not offered on a regular, recurring schedule, the sponsoring Department shall provide no less than ten

(10) business days' notice. Said notices shall be provided by email, to the Union NEO Coordinator. This requirement shall apply to all NEOs in which City personnel provide newly-hired employees with information regarding employment status, rights, benefits, duties, responsibilities, or any other employment-related matters.

3. Notice of Enrollment: Notice shall include a list of new employees represented by the Union scheduled to attend the NEO. If practical, the City agrees to provide additional identifying information including, but not limited to, classification and department. Six months from enactment, in the event the City is unable to provide classification and department information in the Notice of Enrollment, the Union can reopen this Agreement for the sole purpose of meeting and conferring over the identifying information provided in this Section II.C.3 Notice of Enrollment. Said meeting and conferring shall not be subject to the impasse procedures in Government Code Section 3557. The Department sponsoring the NEO shall provide the foregoing information no less than five (5) business days prior to the NEO taking place. The Department will make best efforts to notify the Union NEO Coordinator of any last-minute changes. Onboarding of individual employees for administrative purposes is excluded from this notice requirement.

D. Citywide and Departmental NEOs: New employees in those Departments identified in Attachment A shall attend a citywide NEO, sponsored by the Department of Human Resources. This citywide NEO shall take place at minimum on a monthly basis. Departments identified in Attachment B will conduct respective Departmental NEOs. At the City's discretion, Departments may be added to or removed from either Attachment A or Attachment B. For the citywide NEO, DHR will adhere to the Department notice requirements in Section C., above. The City will provide the Union with thirty (30) calendar days' notice prior to moving a Department from Attachment A to B, or vice versa. Every City Department shall be listed on either Attachment A or Attachment B.

E. Access and Presentation: At all NEOs, the Union shall be afforded thirty (30) minutes to meet with represented new employees who are present, unless the Union's Memorandum of Understanding (MOU) provides for more than thirty (30) minutes. The right of the Union to meet with newly-hired employees is limited to only those employees whose classifications fall within the Union's bargaining unit. The City shall ensure privacy for the Union's orientation, and it shall take place without City representatives present. This requirement can be met by providing either a private room or a portion of a room with sufficient distance from other activities in the room to limit disruption. The Department responsible for scheduling the NEO shall be responsible for including Union presentations on the agenda. The Union's presentation shall occur prior to any meal break, and will not be conducted during a scheduled break time. One (1) of the Union's representatives may be a Union member designated by the Union. Such member(s) shall be released to attend under the terms and conditions specified in the MOU. If not otherwise provided for

in the MOU, the Union may request release of a Union-designated member to attend the NEO. Release time shall not be unreasonably withheld. Said request shall be made to the Employee Relations Division no less than three (3) business days in advance of the scheduled NEO. The Union agrees to limit its presentation to only those matters stated in Section H., below.

F. Alternate Procedures: In the event the Union identifies one or more new employees who did not attend the Union's presentation as described in Section E., above, the Union may contact the Departmental NEO coordinator to schedule a mutually agreeable fifteen (15) minute time slot for the Union to meet privately with the new employee(s). If the number of such identified employees is five (5) or more at a particular location, the Union NEO Coordinator and Departmental NEO Coordinator will work together to schedule a mutually agreeable thirty (30) minute time slot for the private meeting. One (1) of the Union's representatives may be a Union member designated by the Union, and such member shall be released to attend under the terms and conditions specified in the MOU. If not otherwise provided for in the MOU, the Union may request release of a Union-designated member as provided for in Section E., above. This alternate procedure shall also apply to any employee who has promoted or transferred into the bargaining unit.

1. The Union NEO Coordinator shall coordinate with the new employee(s) referenced in the preceding paragraph and the Departmental NEO Coordinator to schedule a fifteen (15) minute meeting during normally scheduled hours, which shall not be during employee's break or meal period, for the Union representative(s) to meet privately with, and provide materials and information to, the new employee(s). City representatives shall not be present during said meeting. The Union agrees to limit its presentation to only those matters stated in Section H., below.

2. In the event the proposed time cannot be accommodated, the Union NEO Coordinator and the Departmental NEO Coordinator shall work together to find a mutually agreeable time within ten (10) business days of the Union's request.

3. Department of Elections: Any new employee of the Department of Elections who is classified as Temporary Exempt (Category 16), whose duration of appointment is one (1) pay period or less, and works on an as-needed work schedule will receive written materials provided by the Union in lieu of attending a Citywide or Departmental NEO, a private meeting with the Union as provided for in Section E., above, or a Periodic Union Orientation as provided for in Section G., below.

G. Process for Periodic Union Orientations: By mutual agreement, the Union NEO Coordinator and the Departmental NEO Coordinator may schedule periodic thirty (30) minute Union orientations. Periodic Union orientations may be scheduled on an every-other-month, quarterly, or other basis.

The following Departments shall maintain existing Union orientation arrangements: Department of Emergency Management; Sheriff's Department; and Police Department.

The 311 Customer Service Call Center shall maintain existing practice with respect to Union access to 311 Customer Service Agent Training.

H. Union Orientation Presentations: The Union agrees to limit its presentation to a general introduction to its organization, history, by-laws, and benefits of membership. The Union agrees not to engage in campaigning on behalf of an individual running for public elected office and ballot measures during the NEO, or other topics that would be considered beyond general discussion on the benefits of Union membership.

III. Data Provisions

Subject to the limitations contained in CA Government Code Section 3558, the City shall provide the Union with all required information on newly-hired employees to the extent it is made available to the City. In addition, within ten (10) business days of the conclusion of each NEO, the City agrees to provide the Union with a stand-alone report containing a list of employees, including classification code and division, who were scheduled to, but did not attend each NEO.

IV. Hold Harmless

The Union agrees to hold the City harmless for any disputes that arise between the Union and any new employee over application of this Agreement.

ATTACHMENT A

Adult Probation

Arts Commission

Asian Art Museum

Airport Commission

Board of Appeals

Board of Supervisors

Office of Economic & Workforce

Development

California Academy of Sciences

Child Support Services

Children, Youth and Their Families

City Attorney's Office

City Planning Department

Civil Service Commission

Commission on the Status of Women

Department of Building Inspection

Department of Environment

Department of Elections

Department of Homelessness

Department of Human Resources

Department of Police Accountability

Department of Technology

District Attorney's Office

Ethics Commission

Fine Arts Museum

Fire Department (Non-Sworn)

General Services Agency

Health Service System

Human Rights Commission

Juvenile Probation Department

Library

Mayor's Office

Office of the Assessor-Recorder

Office of the Controller

Office of the Treasurer/Tax Collector

Port of San Francisco

Public Defender's Office

Rent Arbitration Board

SF Children and Families Commission

SF Employees' Retirement System

War Memorial & Performing Arts

ATTACHMENT B

Airport
Department of Emergency Management
Department of Public Health
San Francisco Public Works
Human Services Agency

Municipal Transportation Agency
Public Utilities Commission
Recreation & Parks Department
Police Department (Non-Sworn)

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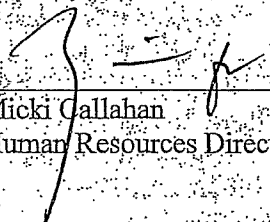
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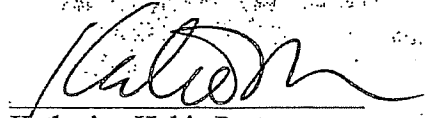
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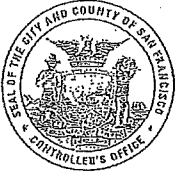
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Department of Police Accountability

Department of Technology
District Attorney's Office
Ethics Commission
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Fire Department (Non-Sworn)
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Public Defender's Office
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SF Employees' Retirement System
War Memorial & Performing Arts

ATTACHMENT B

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Department of Public Health
San Francisco Public Works
Human Services Agency

Municipal Transportation Agency
Public Utilities Commission
Recreation & Parks Department
Police Department (Non-Sworn)



OFFICE OF THE CONTROLLER
CITY AND COUNTY OF SAN FRANCISCO

Ben Rosenfield
Controller

Todd Rydstrom
Deputy Controller

March 6, 2018

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

RE: File Numbers 180033 through 180052: Memoranda of Understanding (MOU) between the City and County of San Francisco and various collective bargaining units.

Dear Ms. Calvillo,

In accordance with Ordinance 92-94, I submit a cost analysis of amendments to 20 MOUs between the City and County of San Francisco and various employee collective bargaining units. All of these amendments implement a "Union Access to New Employees" program as required by California Government Code Sections 3555 to 3559.

These MOU amendments do not change the compensation of any employee or require additional staff. Rather, the amendments reorganize the employee orientation process. As the City already has orientation programs in place, there is no clear cost increase or decrease directly attributable to these amendments.

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

Sincerely,



Ben Rosenfield
Controller

cc: Carol Isen, ERD
Severin Campbell, Budget & Legislative Analyst's Office



Date: November 30, 2017

UNION ACCESS TO NEW EMPLOYEES PROGRAM

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Employee Relations

City and County of San Francisco
Department of Human Resources

CCSF NEGOTIATIONS 2017

Public Employee Committee

notice to the Union. For NEOs that are not offered on a regular, recurring schedule, the sponsoring Department shall provide no less than ten (10) business days' notice. Said notices shall be provided by email, to the Union NEO Coordinator. This requirement shall apply to all NEOs in which City personnel provide newly-hired employees with information regarding employment status, rights, benefits, duties, responsibilities, or any other employment-related matters.

3. Notice of Enrollment: Notice shall include a list of new employees represented by the Union scheduled to attend the NEO. If practical, the City agrees to provide additional identifying information including, but not limited to, classification and department. Six months from enactment, in the event the City is unable to provide classification and department information in the Notice of Enrollment, the Union can reopen this Agreement for the sole purpose of meeting and conferring over the identifying information provided in this Section II.C.3 Notice of Enrollment. Said meeting and conferring shall not be subject to the impasse procedures in Government Code Section 3557. The Department sponsoring the NEO shall provide the foregoing information no less than five (5) business days prior to the NEO taking place. The Department will make best efforts to notify the Union NEO Coordinator of any last-minute changes. Onboarding of individual employees for administrative purposes is excluded from this notice requirement.
- D. Citywide and Departmental NEOs: New employees in those Departments identified in Attachment A shall attend a citywide NEO, sponsored by the Department of Human Resources. This citywide NEO shall take place at minimum on a monthly basis. Departments identified in Attachment B will conduct respective Departmental NEOs. At the City's discretion, Departments may be added to or removed from either Attachment A or Attachment B. For the citywide NEO, DHR will adhere to the Department notice requirements in Section C., above. The City will provide the Union with thirty (30) calendar days' notice prior to moving a Department from Attachment A to B, or vice versa. Every City Department shall be listed on either Attachment A or Attachment B.
- E. Access and Presentation: At all NEOs, the Union shall be afforded thirty (30) minutes to meet with represented new employees who are present, unless the Union's Memorandum of Understanding (MOU) provides for more than thirty (30) minutes. The right of the Union to meet with newly-hired employees is limited to only those employees whose classifications fall within the Union's bargaining unit. The City shall ensure privacy for the Union's orientation, and it shall take place without City representatives present. This requirement can be met by providing either a private room or a portion of a room with sufficient distance from other activities in the room to limit disruption. The Department responsible for scheduling the NEO shall be responsible for including Union presentations on the agenda. The Union's presentation shall occur prior to any meal break, and will not be conducted during a scheduled break time. One (1) of the Union's representatives may be a Union member designated by the Union. Such member(s) shall



Date: November 30, 2017

UNION ACCESS TO NEW EMPLOYEES PROGRAM

I. Purpose

The purpose of this agreement is to memorialize the rights and obligations of the City and the Union in accordance with CA Government Code Sections 3555-3559, through the creation of a single, City-wide Union Access to New Employees Program applicable to all City Agencies and all City Employee Unions.

II. Notice and Access

- A. The City shall provide the Union written notice of, and access to, new employee orientations (hereinafter NEOs) as set forth below. It is the City's policy that NEOs are mandatory for all newly-hired employees. It is the City's intent that NEOs take place as promptly as possible after the first day of employment. Within thirty (30) calendar days of the start of employment, newly-hired employees will be scheduled to attend the next available NEO. NEOs shall be scheduled during an employee's regularly scheduled, paid time. In the event that a newly-hired employee's regular schedule is outside of a scheduled NEO, the Department may make a one-time adjustment to the employee's work schedule in order to accommodate this requirement.

In the event an employee does not attend the NEO that the employee was scheduled to attend, said employee will be automatically enrolled to attend the next available NEO. If the employee does not attend the subsequently scheduled NEO, the Union NEO Coordinator may contact the Departmental NEO coordinator to arrange a meeting with the employee pursuant to Section F., below.

- B. Application: New employees include, but are not limited to, newly-hired employees whose positions are permanent, temporary, full-time, part-time, per diem, seasonal, provisional, or as-needed.

C. Notice

1. Single Point of Contact: The Union agrees to provide the City with a single point of contact (hereinafter, Union NEO Coordinator) and the City agrees to provide the Union with a single point of contact for each Department (hereinafter, Departmental NEO Coordinator), which will be updated by the City and the Union on an as-needed basis.
2. Notice of Schedule: For any NEO that takes place on a regular, recurring schedule, the sponsoring Department shall be responsible for providing annual



Employee Relations

City and County of San Francisco
Department of Human Resources

CCSF NEGOTIATIONS 2017

Public Employee Committee

notice to the Union. For NEOs that are not offered on a regular, recurring schedule, the sponsoring Department shall provide no less than ten (10) business days' notice. Said notices shall be provided by email, to the Union NEO Coordinator. This requirement shall apply to all NEOs in which City personnel provide newly-hired employees with information regarding employment status, rights, benefits, duties, responsibilities, or any other employment-related matters.

3. Notice of Enrollment: Notice shall include a list of new employees represented by the Union scheduled to attend the NEO. If practical, the City agrees to provide additional identifying information including, but not limited to, classification and department. Six months from enactment, in the event the City is unable to provide classification and department information in the Notice of Enrollment, the Union can reopen this Agreement for the sole purpose of meeting and conferring over the identifying information provided in this Section II.C.3 Notice of Enrollment. Said meeting and conferring shall not be subject to the impasse procedures in Government Code Section 3557. The Department sponsoring the NEO shall provide the foregoing information no less than five (5) business days prior to the NEO taking place. The Department will make best efforts to notify the Union NEO Coordinator of any last-minute changes. Onboarding of individual employees for administrative purposes is excluded from this notice requirement.
- D. Citywide and Departmental NEOs: New employees in those Departments identified in Attachment A shall attend a citywide NEO, sponsored by the Department of Human Resources. This citywide NEO shall take place at minimum on a monthly basis. Departments identified in Attachment B will conduct respective Departmental NEOs. At the City's discretion, Departments may be added to or removed from either Attachment A or Attachment B. For the citywide NEO, DHR will adhere to the Department notice requirements in Section C., above. The City will provide the Union with thirty (30) calendar days' notice prior to moving a Department from Attachment A to B, or vice versa. Every City Department shall be listed on either Attachment A or Attachment B.
- E. Access and Presentation: At all NEOs, the Union shall be afforded thirty (30) minutes to meet with represented new employees who are present, unless the Union's Memorandum of Understanding (MOU) provides for more than thirty (30) minutes. The right of the Union to meet with newly-hired employees is limited to only those employees whose classifications fall within the Union's bargaining unit. The City shall ensure privacy for the Union's orientation, and it shall take place without City representatives present. This requirement can be met by providing either a private room or a portion of a room with sufficient distance from other activities in the room to limit disruption. The Department responsible for scheduling the NEO shall be responsible for including Union presentations on the agenda. The Union's presentation shall occur prior to any meal break, and will not be conducted during a scheduled break time. One (1) of the Union's representatives may be a Union member designated by the Union. Such member(s) shall



be released to attend under the terms and conditions specified in the MOU. If not otherwise provided for in the MOU, the Union may request release of a Union-designated member to attend the NEO. Release time shall not be unreasonably withheld. Said request shall be made to the Employee Relations Division no less than three (3) business days in advance of the scheduled NEO. The Union agrees to limit its presentation to only those matters stated in Section H., below.

F. Alternate Procedures: In the event the Union identifies one or more new employees who did not attend the Union's presentation as described in Section E., above, the Union may contact the Departmental NEO coordinator to schedule a mutually-agreeable fifteen (15) minute time slot for the Union to meet privately with the new employee(s). If the number of such identified employees is five (5) or more at a particular location, the Union NEO Coordinator and Departmental NEO Coordinator will work together to schedule a mutually agreeable thirty (30) minute time slot for the private meeting. One (1) of the Union's representatives may be a Union member designated by the Union, and such member shall be released to attend under the terms and conditions specified in the MOU. If not otherwise provided for in the MOU, the Union may request release of a Union-designated member as provided for in Section E., above. This alternate procedure shall also apply to any employee who has promoted or transferred into the bargaining unit.

1. The Union NEO Coordinator shall coordinate with the new employee(s) referenced in the preceding paragraph and the Departmental NEO Coordinator to schedule a fifteen (15) minute meeting during normally scheduled hours, which shall not be during employee's break or meal period, for the Union representative(s) to meet privately with, and provide materials and information to, the new employee(s). City representatives shall not be present during said meeting. The Union agrees to limit its presentation to only those matters stated in Section H., below.
2. In the event the proposed time cannot be accommodated, the Union NEO Coordinator and the Departmental NEO Coordinator shall work together to find a mutually agreeable time within ten (10) business days of the Union's request.
3. **Department of Elections:** Any new employee of the Department of Elections who is classified as Temporary Exempt (Category 16), whose duration of appointment is one (1) pay period or less, and works on an as-needed work schedule will receive written materials provided by the Union in lieu of attending a Citywide or Departmental NEO, a private meeting with the Union as provided for in Section F., above, or a Periodic Union Orientation as provided for in Section G., below.

G. Process for Periodic Union Orientations: By mutual agreement, the Union NEO Coordinator and the Departmental NEO Coordinator may schedule periodic thirty (30)



minute Union orientations. Periodic Union orientations may be scheduled on an every-other-month, quarterly, or other basis.

The following Departments shall maintain existing Union orientation arrangements: Department of Emergency Management; Sheriff's Department; and Police Department.

The 311 Customer Service Call Center shall maintain existing practice with respect to Union access to 311 Customer Service Agent Training.

- H. Union Orientation Presentations: The Union agrees to limit its presentation to a general introduction to its organization, history, by-laws, and benefits of membership. The Union agrees not to engage in campaigning on behalf of an individual running for public elected office and ballot measures during the NEO, or other topics that would be considered beyond general discussion on the benefits of Union membership.

III. Data Provisions

Subject to the limitations contained in CA Government Code Section 3558, the City shall provide the Union with all required information on newly-hired employees to the extent it is made available to the City. In addition, within ten (10) business days of the conclusion of each NEO, the City agrees to provide the Union with a stand-alone report containing a list of employees, including classification code and division, who were scheduled to, but did not attend each NEO.

IV. Hold Harmless

The Union agrees to hold the City harmless for any disputes that arise between the Union and any new employee over application of this Agreement.



ATTACHMENT A

- | | |
|---|---------------------------------------|
| Adult Probation | Department of Technology |
| Arts Commission | District Attorney's Office |
| Asian Art Museum | Ethics Commission |
| Airport Commission | Fine Arts Museum |
| Board of Appeals | Fire Department (Non-Sworn) |
| Board of Supervisors | General Services Agency |
| Office of Economic & Workforce
Development | Health Service System |
| California Academy of Sciences | Human Rights Commission |
| Child Support Services | Juvenile Probation Department |
| Children, Youth and Their Families | Library |
| City Attorney's Office | Mayor's Office |
| City Planning Department | Office of the Assessor-Recorder |
| Civil Service Commission | Office of the Controller |
| Commission on the Status of Women | Office of the Treasurer/Tax Collector |
| Department of Building Inspection | Port of San Francisco |
| Department of Environment | Public Defender's Office |
| Department of Elections | Rent Arbitration Board |
| Department of Homelessness | SF Children and Families Commission |
| Department of Human Resources | SF Employee's Retirement System |
| Department of Police Accountability | War Memorial & Performing Arts |



Employee Relations
City and County of San Francisco
Department of Human Resources

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ATTACHMENT B

Airport
Department of Emergency Management
Department of Public Health
San Francisco Public Works
Human Services Agency

Municipal Transportation Agency
Public Utilities Commission
Recreation & Parks Department
Police Department (Non-Sworn)



Employee Relations
 City and County of San Francisco
 Department of Human Resources

CCSF NEGOTIATIONS 2017
Public Employee Committee

FOR THE UNIONS

FOR THE CITY

Ossse 11/28/17
 Osha Ashworth, IBEW Local 6 Date

Carol Isen 11/28/17
 Carol Isen Date
 Employee Relations Director

[Signature] 11/28/17
 Alex Tonisson, IPFTE Local 21 Date

Arthur Gonzalez 11/28/17
 Arthur Gonzalez, IAM Local 1414 Date

Raquel Silva 11/28/17
 Raquel Silva, MEA Date

[Signature] 11/28/17
 David Canham, SEIU Local 1021 Date

[Signature] 11/28/17
 Joseph Bryant, SEIU Local 1021 Date

[Signature] 11/28/17
 Jeff Duritz, UAPD Date



FOR THE UNIONS

Tim Jenkins 12/2/17

 Tim Jenkins Date
 Teamsters, Local 856

Linda Shipley 11/3/18

 Linda Shipley Date
 Building Inspectors Association

Katy Lundgren

 Katy Lundgren Date
 Committee of Interns and Residents, SEIU

Michael Rainsford 12/11/2017

 Michael Rainsford Date
 Stationary Engineers, Local 39

Eric Williams Date
 TWU, Local 250-A (Multi Unit)

Eric Williams Date
 TWU, Local 250-A (Auto Service Workers)

Nichelle Flentroy 12/29/17

 Nichelle Flentroy Date
 Transport Workers Union, Local 200

Vince Courtney 12/7/17

 Vince Courtney Date
 LIUNA, Local 261

John Lenny 01/02/18

 John Lenny Date
 District Attorney Investigators'
 Association

Larry Mazzola, Jr. 12-28-17

 Larry Mazzola, Jr. Date
 Plumbers, Local 38

Michael Theriault Date
 SF Building & Construction Trades Council

Dave Jackson 12/27/17

 Dave Jackson Date
 Bricklayers and Allied Craftsmen

Robert Alvarado Date
 NCCRC, Carpenters Union, Local 22

Tony Tofani Date
 Carpet, Linoleum & Soft Tile Workers
 Local 12, District Council 16



Employee Relations
City and County of San Francisco
Department of Human Resources

CCSF NEGOTIATIONS 2017

Public Employee Committee

FOR THE UNIONS

Keith Shanks

~~Dave Johnson~~ *Keith Shanks* Date
Cement Masons Union Local 300

Bartolomy Michael Pantoja Date
Glaziers, Arch. Metal & Glass Workers
Local 12, District Council 16

SL 12/1/17

Steve Lutge Date
IATSE, Local 16

Charlie Hernandez Date
Ironworkers, Local 377

Chris Moyer Date
Piledrivers, Local Union 34

Chester Murphy Date
Plasterers and Shophands, Local 66

Joe Oscar Padilla 12/04/17

Joe Oscar Padilla Date
Roofers, Local 40

Richard Koenig 12/27/17

Richard Koenig Date
Sheet Metal Workers, Local 104

Rome Aloise Date
Teamsters, Local 853

Daniel A. Harrington Date
Teamsters, Local 853

SFC 1/4/18

Sean Connolly Date
Municipal Attorneys' Association

Douglas Bias 12/4/17

Doug Bias Date
San Francisco City Workers United

JTB 12/1/17

Jennifer Bills Date
Operating Engineers, Local 3

Tim Jenkins January 2, 2018

Tim Jenkins Date
Teamsters, Local 856 (Supervising RNs)



Employee Relations
City and County of San Francisco
Department of Human Resources

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Public Employee Committee

A handwritten signature in black ink that reads "Steve Crouch". The signature is written over a horizontal line.

Steve Crouch
Stationary Engineers, Local 39

Date

BOARD of SUPERVISORS



City Hall
1 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, Office of the Controller

FROM: John Carroll, Assistant Clerk, Government Audit and Oversight Committee
Board of Supervisors

DATE: January 16, 2018

SUBJECT: LEGISLATION INTRODUCED - Cost Analysis Memoranda of Understanding - 2018

The Board of Supervisors' Government Audit and Oversight Committee has received the following proposed legislation, introduced by Acting Mayor Breed on January 9, 2017:

These matters are assigned under the 30-day rule; I'm forwarding them 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.

File No. 180033 [Memorandum of Understanding - Service Employees International Union, Local 1021]

Ordinance adopting and implementing Amendment No. 1 to the 2014-2019 Memorandum of Understanding between the City and County of San Francisco and the Service Employees International Union, Local 1021, to implement a "Union Access to New Employees" program.

File No. 180034 [Memorandum of Understanding - San Francisco District Attorney Investigators' Association]

Ordinance adopting and implementing Amendment No. 1 to the 2014-2019 Memorandum of Understanding between the City and County of San Francisco and the San Francisco District Attorney Investigators' Association, to implement a "Union Access to New Employees" program.

BOARD of SUPERVISORS



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San Francisco 94102-4689
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Fax No. 554-5163
TDD/TTY No. 554-5227

File No. 180035 [Memorandum of Understanding - Service Employees International Union, Local 1021: Staff & Per Diem Nurses]

Ordinance adopting and implementing Amendment No. 1 to the 2016-2019 Memorandum of Understanding between the City and County of San Francisco and the Service Employees International Union, Local 1021: Staff & Per Diem Nurses, to implement a "Union Access to New Employees" program.

File No. 180036 [Memorandum of Understanding - Teamsters, Local 856, Multi-Unit]

Ordinance adopting and implementing Amendment No. 1 to the 2014-2019 Memorandum of Understanding between the City and County of San Francisco and the Teamsters, Local 856, Multi-Unit, to implement a "Union Access to New Employees" program.

File No. 180037 [Memorandum of Understanding - Transport Workers Union, Local 200]

Ordinance adopting and implementing Amendment No. 1 to the 2014-2019 Memorandum of Understanding between the City and County of San Francisco and the Transport Workers Union, AFL-CIO, Local 200, to implement a "Union Access to New Employees" program.

File No. 180038 [Memorandum of Understanding - Committee of Interns and Residents, Service Employees International Union]

Ordinance adopting and implementing Amendment No. 1 to the 2017-2021 Memorandum of Understanding between the City and County of San Francisco and the Committee of Interns and Residents, Service Employees International Union, to implement a "Union Access to New Employees" program.

File No. 180039 [Memorandum of Understanding - Union of American Physicians and Dentists (Unit 18)]

Ordinance adopting and implementing Amendment No. 1 to the 2015-2018 Memorandum of Understanding between the City and County of San Francisco and the Union of American Physicians and Dentists (Unit 18), to implement a "Union Access to New Employees" program.

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TDD/TTY No. 554-5227

File No. 180040 [Memorandum of Understanding - Union of American Physicians and Dentists (Unit 17)]

Ordinance adopting and implementing Amendment No. 1 to the 2015-2018 Memorandum of Understanding between the City and County of San Francisco and the Union of American Physicians and Dentists (Unit 17), to implement a "Union Access to New Employees" program.

File No. 180041 [Memorandum of Understanding - San Francisco City Workers United (Painters)]

Ordinance adopting and implementing Amendment No. 1 to the 2014-2019 Memorandum of Understanding between the City and County of San Francisco and the San Francisco City Workers United (Painters), to implement a "Union Access to New Employees" program.

File No. 180042 [Memorandum of Understanding - International Union of Operating Engineers Stationary Engineers, Local 39]

Ordinance adopting and implementing Amendment No. 1 to the 2014-2019 Memorandum of Understanding between the City and County of San Francisco and the International Union of Operating Engineers Stationary Engineers, Local 39, to implement a "Union Access to New Employees" program.

File No. 180043 [Memorandum of Understanding - Municipal Executives Association]

Ordinance adopting and implementing Amendment No. 1 to the 2014-2019 Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives Association, to implement a "Union Access to New Employees" program.

File No. 180044 [Memorandum of Understanding - Operating Engineers, Local Union 3 - International Union of Operating Engineers]

Ordinance adopting and implementing Amendment No. 1 to the 2014-2019 Memorandum of Understanding between the City and County of San Francisco and the Operating Engineers, Local Union 3, of the International Union of Operating Engineers, AFL-CIO, to implement a "Union Access to New Employees" program.

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TDD/TTY No. 554-5227

File No. 180045 [Memorandum of Understanding - Machinists Union, Local 1414]

Ordinance adopting and implementing Amendment No. 2 to the 2014-2019 Memorandum of Understanding between the City and County of San Francisco and the Machinists Union, Local 1414, International Association of Machinists & Aerospace Workers Machinists Automotive Trades District Lodge 190, to implement a "Union Access to New Employees" program.

File No. 180046 [Memorandum of Understanding - Municipal Attorneys Association]

Ordinance adopting and implementing Amendment No. 2 to the 2014-2019 Memorandum of Understanding between the City and County of San Francisco and the Municipal Attorneys Association, to implement a "Union Access to New Employees" program.

File No. 180047 [Memorandum of Understanding - Laborers International Union, Local 261]

Ordinance adopting and implementing Amendment No. 1 to the 2014-2019 Memorandum of Understanding between the City and County of San Francisco and the Laborers International Union, Local 261, to implement a "Union Access to New Employees" program.

File No. 180048 [Memorandum of Understanding - United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local No. 38]

Ordinance adopting and implementing Amendment No. 1 to the 2014-2019 Memorandum of Understanding between the City and County of San Francisco and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local No. 38, to implement a "Union Access to New Employees" program.

File No. 180049 [Memorandum of Understanding - International Federation of Professional and Technical Engineers, Local 21]

Ordinance adopting and implementing Amendment No. 2 to the 2014-2019 Memorandum of Understanding between the City and County of San Francisco and the International Federation of Professional and Technical Engineers, Local 21, AFL-CIO, to implement a "Union Access to New Employees" program.

BOARD of SUPERVISORS



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TDD/TTY No. 554-5227

**File No. 180050 [Memorandum of Understanding - Teamsters, Local 856:
Supervising Registered Nurses]**

Ordinance adopting and implementing Amendment No. 1 to the 2016-2019 Memorandum of Understanding between the City and County of San Francisco and the Teamsters, Local 856: Supervising Registered Nurses, to implement a "Union Access to New Employees" program.

**File No. 180051 [Memorandum of Understanding - International Brotherhood of
Electrical Workers, Local 6]**

Ordinance adopting and implementing Amendment No. 1 to the 2014-2019 Memorandum of Understanding between the City and County of San Francisco and the International Brotherhood of Electrical Workers, Local 6, to implement a "Union Access to New Employees" program.

**File No. 180052 [Memorandum of Understanding - San Francisco Building
Inspectors' Association]**

Ordinance adopting and implementing Amendment No. 1 to the 2014-2019 Memorandum of Understanding between the City and County of San Francisco and the San Francisco Building Inspectors' Association, to implement a "Union Access to New Employees" program.

c: Todd Rydstrom, Office of the Controller
Michelle Allersma, Office of the Controller
Carol Lu, Office of the Controller



RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO

2018 JAN -9 PM 4:38

BY AK

OFFICE OF THE MAYOR
SAN FRANCISCO

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: ⁶⁰⁵ Acting Mayor London Breed
RE: DHR MOU Amendment Ordinances
DATE: January 9, 2018

Attached for introduction to the Board of Supervisors are 20 MOU amendment ordinances:

- Ordinance adopting and implementing Amendment No. 1 to the 2014-2019 Memorandum of Understanding between the City and County of San Francisco and the Service Employees International Union, Local 1021, to implement a "Union Access to New Employees" program.
- Ordinance adopting and implementing Amendment No. 1 to the 2014-2019 Memorandum of Understanding between the City and County of San Francisco and the San Francisco District Attorney Investigators' Association, to implement a "Union Access to New Employees" program.
- Ordinance adopting and implementing Amendment No. 1 to the 2016-2019 Memorandum of Understanding between the City and County of San Francisco and the Service Employees International Union, Local 1021: Staff & Per Diem Nurses, to implement a "Union Access to New Employees" program.
- Ordinance adopting and implementing Amendment No. 1 to the 2014-2019 Memorandum of Understanding between the City and County of San Francisco and the Teamsters, Local 856, Multi-Unit, to implement a "Union Access to New Employees" program.
- Ordinance adopting and implementing Amendment No. 1 to the 2014-2019 Memorandum of Understanding between the City and County of San Francisco and the Transport Workers Union, AFL-CIO, Local 200, to implement a "Union Access to New Employees" program.
- Ordinance adopting and implementing Amendment No. 1 to the 2017-2021 Memorandum of Understanding between the City and County of San Francisco and the Committee of Interns and Residents, Service Employees International Union, to implement a "Union Access to New Employees" program.
- Ordinance adopting and implementing Amendment No. 1 to the 2015-2018 Memorandum of Understanding between the City and County of San Francisco and the Union of American Physicians and Dentists (Unit 18), to implement a

1 DR. CARLTON B. GOODLETT PLACE, ROOM 200
SAN FRANCISCO, CALIFORNIA 94102-4681
TELEPHONE: (415) 554-6141

"Union Access to New Employees" program.

- Ordinance adopting and implementing Amendment No. 1 to the 2015-2018 Memorandum of Understanding between the City and County of San Francisco and the Union of American Physicians and Dentists (Unit 17), to implement a "Union Access to New Employees" program.
- Ordinance adopting and implementing Amendment No. 1 to the 2014-2019 Memorandum of Understanding between the City and County of San Francisco and the San Francisco City Workers United (Painters), to implement a "Union Access to New Employees" program.
- Ordinance adopting and implementing Amendment No. 1 to the 2014-2019 Memorandum of Understanding between the City and County of San Francisco and the International Union of Operating Engineers Stationary Engineers, Local 39, to implement a "Union Access to New Employees" program.
- Ordinance adopting and implementing Amendment No. 1 to the 2014-2019 Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives Association, to implement a "Union Access to New Employees" program.
- Ordinance adopting and implementing Amendment No. 1 to the 2014-2019 Memorandum of Understanding between the City and County of San Francisco and the Operating Engineers, Local Union 3, of the International Union of Operating Engineers, AFL-CIO, to implement a "Union Access to New Employees" program.
- Ordinance adopting and implementing Amendment No. 2 to the 2014-2019 Memorandum of Understanding between the City and County of San Francisco and the Machinists Union, Local 1414, International Association of Machinists & Aerospace Workers Machinists Automotive Trades District Lodge 190, to implement a "Union Access to New Employees" program.
- Ordinance adopting and implementing Amendment No. 2 to the 2014-2019 Memorandum of Understanding between the City and County of San Francisco and the Municipal Attorneys Association, to implement a "Union Access to New Employees" program.
- Ordinance adopting and implementing Amendment No. 1 to the 2014-2019 Memorandum of Understanding between the City and County of San Francisco and the Laborers International Union, Local 261, to implement a "Union Access to New Employees" program.
- Ordinance adopting and implementing Amendment No. 1 to the 2014-2019 Memorandum of Understanding between the City and County of San Francisco and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local No. 38, to implement a "Union Access to New Employees" program.

- Ordinance adopting and implementing Amendment No. 2 to the 2014-2019 Memorandum of Understanding between the City and County of San Francisco and the International Federation of Professional and Technical Engineers, Local 21, AFL-CIO, to implement a "Union Access to New Employees" program.
- Ordinance adopting and implementing Amendment No. 1 to the 2016-2019 Memorandum of Understanding between the City and County of San Francisco and the Teamsters, Local 856: Supervising Registered Nurses, to implement a "Union Access to New Employees" program.
- Ordinance adopting and implementing Amendment No. 1 to the 2014-2019 Memorandum of Understanding between the City and County of San Francisco and the International Brotherhood of Electrical Workers, Local 6, to implement a "Union Access to New Employees" program.
- Ordinance adopting and implementing Amendment No. 1 to the 2014-2019 Memorandum of Understanding between the City and County of San Francisco and the San Francisco Building Inspectors' Association, to implement a "Union Access to New Employees" program.

I respectfully request a waiver of the 30-day hold and that these items be calendared in Budget & Finance Committee on January 25, 2018.

Should you have any questions, please contact Mawuli Tugbenyoh (415) 554-5168.