



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



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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  
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 Employee's Retirement System  
War Memorial & Performing Arts



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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)





FOR THE UNIONS


FOR THE CITY


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

 11/28/17  
 Carol Isen Date  
 Employee Relations Director

 11/28/17  
 Alex Tonisson, IFPTE Local 21 Date

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

 11/28/17  
 Raquel Silva, MEA Date

 11/28/17  
 David Canham, SEIU Local 1021 Date

 11/28/17  
 Joseph Bryant, SEIU Local 1021 Date

 11/28/17  
 Jeff Duritz, UAPD Date



FOR THE UNIONS

*Tim Jenkins* 12/2/17  
Date  
Teamsters, Local 856

*Linda Shipley* 11/2/18  
Date  
Building Inspectors Association

*Katy Lundgren*  
Date  
Committee of Interns and Residents, SEIU

*Michael Rainsford* 12/11/2017  
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 D. Flentroy* 12/29/17  
Date  
Transport Workers Union, Local 200

*Vince Courtney* 12/7/17  
Date  
LIUNA, Local 261

*John Lenny* 01/02/18  
Date  
District Attorney Investigators' Association

*Larry Mazzola, Jr.* 12-28-17  
Date  
Plumbers, Local 38

Michael Theriault Date  
SF Building & Construction Trades Council

*Dave Jackson* 12/27/17  
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





FOR THE UNIONS

*Keith Shanks*  
\_\_\_\_\_  
Dave Johnson *Keith Shanks* Date  
Cement Masons Union Local 300

*Steve Lutge* 12/1/17  
\_\_\_\_\_  
Steve Lutge Date  
IATSE, Local 16

Chris Moyer Date  
Piledrivers, Local Union 34

*Joe Oscar Padilla* 12/04/17  
\_\_\_\_\_  
Joe Oscar Padilla Date  
Roofers, Local 40

Rome Aloise Date  
Teamsters, Local 853

*SFL* 1/9/18  
\_\_\_\_\_  
Sean Connolly Date  
Municipal Attorneys' Association

*Jennifer Bills* 12/1/17  
\_\_\_\_\_  
Jennifer Bills Date  
Operating Engineers, Local 3

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

Charlie Hernandez Date  
Ironworkers, Local 377

Chester Murphy Date  
Plasterers and Shophands, Local 66

*Richard Koenig* 12/27/17  
\_\_\_\_\_  
Richard Koenig Date  
Sheet Metal Workers, Local 104

Daniel A. Harrington Date  
Teamsters, Local 853

*Douglas Bias* 12/4/17  
\_\_\_\_\_  
Doug Bias Date  
San Francisco City Workers United

*Tim Jenkins* January 2, 2018  
\_\_\_\_\_  
Tim Jenkins Date  
Teamsters, Local 856 (Supervising RNs)



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*Steve Crouch*

Steve Crouch  
Stationary Engineers, Local 39

Date

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