

Professional & Technical Engineers, Local 21



AN ORGANIZATION FOR PROFESSIONAL, TECHNICAL & ADMINISTRATIVE EMPLOYEES

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Job Application Submissions Changed

The Department of Human Resources has modernized the process for applying for positions in the City and County of San Francisco.

In an effort to make the City more sustainable and bring it into the digital age, DHR will now be encouraging application submissions be done through email and online formats. This will greatly increase the department's ability to categorize and efficiently move applications to their proper places. However, the department is still accepting paper applications which it will scan into a computer to allow analysts to view applications in real time.

Also, the bottom floor of 44 Gough Street has undergone a major change. The walls which used to be lined with paper job notices are now lined with monitors for job seekers to browse through job postings and apply for any openings.

For online browsing, please check out www.jobaps.com/sf.

PUC CIP Payouts Finalized

We have successfully implemented the negotiated settlement for our contractual Capital Improvement Projects incentive program at the Public Utilities Commission for Fiscal Year 2004-2005.

In addition, we have been able to come to agreement with the PUC for employees who have no record of working on CIP projects during that year. If an employee did work on a CIP project in FY 2004-2005, that employee must self certify his/her record and inform his supervisor of his claim.

If you worked on CIP projects at the PUC during FY 2004-2005 and have not been compensated, you must inform your supervisor that you will be emailing the PUC Personnel Division. In your email to Personnel, you must state what specific project it was that you spent

the majority of your time on and what your individual contribution to the project was. You must copy your supervisor on the email. Please send your email to Michael De Bellis at mdebells@sfgwater.org.

The settlement for FY 2004-2005 was 1.25% for satisfactory performance or if no evaluation was given, and 1.5% for exceeds satisfactory performance.

Exemplary Pay/Extended Ranges Discussed with Mayor's Office

In an attempt to ensure compliance with our Memorandum of Understanding, we met with Mayor Newsom's top advisor to discuss our concerns about the lack of foreseeable monies to fund some of the new contractual provisions.

We informed the Mayor's Office that we are concerned that some departments either fail to budget for or simply ignore the Exemplary Pay provision which was an idea the City generated. This provision is supposed to act as a once-a-year opportunity for employees who are model civil servants. However, departmental budgets are tight and without strong Mayoral support for this program, we foresee potential problems in some departments.

The same holds true for Extended Range. This idea was generated by the union to ensure that employees who were at the top step of their salary range and at the highest classification in their profession within our bargaining unit could still receive a salary increase for retention issues. However, if departments do not budget for this provision, there will be no funds to retain the City's most experienced employees.

The Mayor's Office understands our concerns and is working with us to resolve these issues. We will be meeting with the Mayor's Budget Director to discuss exactly how the City will make the monies available to fulfill these contractual obligations.

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Know Your Rights – The Right to Information

Most Local 21 members know our Union has a right to obtain information from the City to help us bargain more effectively. In bargaining years, we prepare for bargaining by asking for salary records, turnover information, funding sources for our positions, vacancy lists, lists of exams given, lists of appointments above entrance rates, budget information, bond and credit ratings, and more. Our right to this information comes from a California law called the Meyers-Milias-Brown Act (MMB). This law places an obligation on employers to bargain “in good faith,” which includes the obligation to provide information.

But our right to information goes well beyond negotiations. We have a right to information at all times, not just when we bargain.

Sometimes this right comes directly from contract language. For example, our contract specifically provides in Article II, E (pages 17-18) information we are entitled to when the City considers using Personal Service Contracts for work our members can do, or when a department files Prop J subcontracting legislation with the Board of Supervisors. We use this information to fight to keep work for our members rather than letting it go to outside contractors – and to keep the City accountable to tax payers.

But we can also ask for information that isn’t specifically listed in our contract. The good faith obligation of MMB provides us with the right to information to help monitor and enforce our contract.

For example, we have the right to ask questions to support grievances. For a health and safety issue, we can ask for copies of OSHA or other agency citations. In some circumstances we can arrange for an outside specialist like an industrial hygienist to conduct an inspection of a worksite. For a contract interpretation issue, we can ask for dates and descriptions of any practices or events the City claims are the basis for their position. In defending against a discipline, we can ask for information about how other employees have been treated who have committed the same offense. (In some circumstances we can ask for information

about employees not in our bargaining unit.) We can request reports and studies conducted by the City, bonus records, supervisors’ notes, correspondence, job assignment records, and much, much more.

We must act in “good faith” also. We don’t ask for information to harass or conduct fishing expeditions. But we can and do ask for information that is useful for enforcing our members’ rights.

Sometimes an employer balks at a request from a union. They claim information is confidential or too burdensome to put together. These problems can usually be negotiated to a settlement. After all, we have no interest in violating privacy. For example, when we ask for information that is best collected from records that also include employee medical information, the medical information can be deleted from the information provided. When the trade secrecy issue is raised in response to information about private sector companies (like contractors), a union can offer to sign an agreement to not disclose the information if that is appropriate.

There are no set time frames or deadlines for response. Generally, employers must respond to union requests promptly, but the acceptable time period will depend on the amount of information requested and the difficulty in compiling it.

This right to information from the MMBA is given to unions, not individuals. Individuals do not have a right to file charges over violations of MMB information rights, for example. However, stewards can work through their union representative to make information requests and see that the requests are honored.

Meiberger Wins Re-election!

Herb Meiberger has won re-election to the San Francisco Retirement Board. Meiberger received 5,854 votes, which was 671 votes more than the closest contender. The vote was certified by the Department of Elections on January 31.

Meiberger is a former Local 21 member and has been on the Board since 1991.

Thank you to everyone who submitted a ballot in this very important election.



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