August 5, 1994

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSION

FROM: Felipe M. Floresca, Secretary/Executive Director

Barbara R. Mensun, President
Richard Carpenter, Vice President
Jan Allen, Commissioner
Karen Huggins, Commissioner
Hadie Redd, Commissioner
Larry K. Lee, Commissioner
Sulilagi Palega, Sr. Commissioner

SUBJECT: RESOLUTION AMENDING THE RESIDENT HIRING POLICY OF THE SAN FRANCISCO HOUSING AUTHORITY TO INCLUDE CONDITIONS RELATING TO PREVAILING WAGES

This resolution will amend the Resident Hiring Policy of the San Francisco Housing Authority by inserting language stating that all employees hired by contractors shall be paid the prevailing wage rates in accordance with each craft collective bargaining agreement.

This new language can be found at the bottom of Page One (1) of the Resident Hiring Policy.

PMM:jis
RESOLUTION NO. 4304
DATE ADOPTED: August 11, 1994

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND ENTER INTO AN AGREEMENT FOR A PARTNERSHIP PLAN FOR TRAINING AND JOBS AS ONE OF SIX CITIES IN CONJUNCTION WITH THE UNIONS OF THE SAN FRANCISCO CONSTRUCTION AND BUILDING TRADES COUNCIL WHO BECOME SIGNATORY TO THE M.O.U.

WHEREAS, the Department of Housing and Urban Development, under the leadership of Henry Cisneros, has established strategies that seek partnerships and cooperation whereby jobs and training and other work opportunities are provided residents; and

WHEREAS, the Carpenters, Painters and other crafts affirm the objectives of this partnership; and

WHEREAS, time tested orientation and apprenticeship can introduce public housing residents to career potential of the construction trades; and

WHEREAS, the work opportunities will be provided either by "Force Account" or by direct hire by the Housing Authority or through local contractors; and

WHEREAS, the San Francisco Building Trades Council has expressed support of the plan of having San Francisco Housing Authority as one of the six HUD Accord Pilot Cities for this partnership and training program.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The Executive Director is authorized to negotiate and enter into agreement with the unions of the San Francisco Construction and Building Trades Council who become signatory to the M.O.U. as one of six cities participating as part of the HUD Accord Pilot Cities training and work partnerships.

2. This Resolution shall take effect immediately.

APPROVED AS TO FORM:  *AMENDED WITH BROADER LANGUAGE

/\Geraldine L. Chavis
Geraldine L. Chavis Legal Counsel

August 11, 1994
Date
August 3, 1994

TO: SAN FRANCISCO HOUSING AUTHORITY COMMISSIONERS

Barbara R. Meskunas, President
Richard Carpenet, Vice President
Jan Allen, Commissioner
Karen Huggins, Commissioner
Hadle Redd, Commissioner
Larry K. Lee, Commissioner
Sutulagi Palega, Sr., Commissioner

FROM: Felipe M. Floresca, Secretary/Executive Director

SUBJECT: RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND ENTER INTO AN AGREEMENT FOR A PARTNERSHIP PLAN FOR TRAINING AND JOBS AS ONE OF SIX CITIES IN CONJUNCTION WITH UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA AND THE INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES AFL-CIO

The attached Resolution authorizes the Executive Director to negotiate and sign a Memorandum of Agreement (MOA) between the San Francisco Housing Authority (SFHA) and the United Brotherhood of Carpenters and Joiners of America and the International Brotherhood of Painters and Allied Trades AFL-CIO. There is every indication that we will have on board for this training program other crafts serving the jurisdiction within the Housing Authority.

I have met with various representatives from the San Francisco Construction and Building Trade Council for the purpose of forging a partnership for training, orientation, apprenticeships and jobs for San Francisco Housing Authority residents. We have reached a tentative agreement that San Francisco would be selected as one of the six cities participating in a pilot program uniting craft unions, the local HUD office and the San Francisco Housing Authority residents in this unique endeavor of a partnership for apprenticeship opportunities and actual job assignments through our own Force Account, employment in our Maintenance Department as well as earmarking jobs and apprenticeship slots when we contract out for work on our developments.

This is a unique opportunity for public housing residents and I urge the passage of this Resolution.
Letter of Intent

The parties agree to work together as one of the six USC/IBPAT HUD Accord Pilot Cities to formulate a partnership plan in order to meet Section 3 goals with initial emphasis on apprenticeship and long-term employment opportunities for public housing residents in the renovation, lead abatement and construction of public housing in San Francisco and in private sector construction.

The parties agree to establish a working committee to develop an apprenticeship orientation program for residents, to obtain funding for the program and to facilitate integration of residents into apprenticeship programs with the goal of involving all concerned organizations including all affiliates of the San Francisco Building and Construction Trades Council in the program.

The parties will explore the possibility of a project agreement for all contracted-out San Francisco Housing Authority work in order to provide continuing work opportunities for public housing residents and to maintain fair wages and benefits for all workers in the construction industry.

Agreed:

Donna Levitt
Bay Counties District Council of Carpenters

Robert J. Murray
Secretary/Treasurer IBPAT District Council #8 S.F.

Approved:

Felipe M. Floresca
Executive Director, San Francisco Housing Authority

7/15/94

Date
The San Francisco Housing Authority (hereinafter called "SFHA") and the San Francisco Building and Construction Trades Council (hereinafter called the "Union or Unions") enter into this Memorandum of Understanding (MOU) concerning the SFHA/Building Trades Resident Partnership Program (hereinafter called "SFHA/BTRPP"), a program designed to provide public housing residents training in the building and construction trades, preparation for entry into traditional union-sponsored apprenticeships, culminating in full journey level careers in the construction industry. Journey level workers who are public housing residents will also be eligible for hire on a nondiscriminatory basis under this MOU. Our goal is to rebuild and rehabilitate San Francisco's public housing stock while creating ladders of economic opportunity in the process.

Our agreement gives housing residents the opportunity to developed a trade, not just short-term work that will disappear when the job is finished. At the same time, the work to be performed will result in lead-free, energy-efficient housing for the residents of the housing complexes our members will often be working alongside. We also pledge to publicize the problems and concerns of public and low-income housing residents before Congress, federal and state agencies, and wherever housing problems are of joint concern.

1. ORIENTATION PROGRAM

Under the direction of the SFHA, the parties agree to participate in a joint committee which may include but not be limited to resident organizations, San Francisco Unified School...
District, San Francisco Community College District, Local Unions, Management Joint Apprenticeship Training Committees, community-based organizations, labor, and the Mayor’s Office.

This committee will develop and propose an orientation program to provide an introduction to the various building trades crafts, and to provide life skills counseling and educational opportunities as may be needed for successful entry into apprenticeship programs. The proposal will be submitted to SFHA Executive Director for approval.

The orientation program will be staffed by individuals who are familiar with the life circumstances of SFHA’s resident population from which new apprentices will be selected.

Upon completion of the orientation process, an individual will choose a specific trade in which he/she wishes to become employed, within the standards established by the appropriate Union/Management Joint Apprenticeship Training Committee, California Department of Industrial Relations, Division of Apprenticeship Standards.

In order to comply with Section 3 of the Housing and Urban Development (HUD) Act of 1968 (as amended), the parties assure that local apprenticeship standards for each trade will be nondiscriminatory and flexible enough to accommodate the needs of SFHA residents. The ratio of journey level workers to apprentices shall be three-to-one (3:1). Residents shall be dispatched at a fifty percent (50%) goal if sufficient resident journey level workers are available. All available apprenticeship positions shall go to residents. Both parties will cooperate in joint efforts to access funding for the Orientation Program and seek funding from HUD, private and public sources.
2. SCOPE OF WORK

This MOU shall apply exclusively to SFHA "force account" personnel or direct hire positions by private contractors and subcontractors, at all levels, performing work on SFHA property.

All force account employees will work under the terms and conditions of the respective union's Collective Bargaining Agreement. No current force account or maintenance positions shall be eliminated as a result of the execution of this agreement.

3. BID PROCEDURES AND CONTRACT TERMS

1. Based on study and review of SFHA experience in contracting for the construction, alteration, and maintenance of property managed by SFHA, the Housing Commission has found that project agreements with Unions ensure the timely and cost-efficient completion of such projects by, inter alia:

   (a) Ensuring the availability of highly trained and skilled craft workers;

   (b) Providing the SFHA and contractors with a reliable process for accurately determining project labor costs and to establish uniform and safe working conditions for all construction crafts;

   (c) Providing an effective method for the negotiation of specialized terms and conditions which, because of the particular circumstances of specific projects, may be required for timely and cost-effective construction of the project;

   (d) Providing a negotiated, legally enforceable means of assuring labor stability
for the duration of the project; and

(e) Providing for and facilitating equal employment opportunities for minorities, women and public housing residents.

2. The Housing Commission has also found that special training and apprenticeship requirements are appropriate and necessary for inclusion in all project agreements in order to afford meaningful employment opportunities for SFHA residents and thereby better accomplish the broader statutory and public policy objectives of SFHA operations. Based on SFHA experience, the Housing Commission has further found that Union/Management Building Trades training and apprenticeship programs offer an appropriate and proven method for achieving SFHA resident training and employment opportunity goals.

3. In accordance with the findings described above and in resolutions posted by the San Francisco Housing Authority Commission, SFHA will include the following provisions as general conditions in all contracts and subcontracts, at all levels, executed by the SFHA for demolition, construction, renovation, and/or rehabilitation including hazardous materials abatement and energy conservation of all SFHA administered and managed property:

(a) All craft work performed for this Project will be performed in accordance with the terms of the applicable collective bargaining agreement for the jurisdiction of the work as specified in this MOU in the SFHA/Building Trades Resident Partnership Program ("SFHA/BTRPP");

(b) Craft workers, including apprentices, shall be obtained in accordance with the SFHA/BTRPP MOU and applicable collective bargaining agreements; and

(c) All contracting and subcontracting, at all levels, shall conform to SFHA

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policies, HUD regulations and the goals for Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Resident Business Enterprise participation established by HUD and/or SFHA.

(d) Because of the time-sensitive nature of the projects contracted out under this MOU, the parties agree there shall be no strikes, slowdowns, or work stoppages, and no lockouts during the project; all disputes regarding the terms of the project labor agreement, including craft jurisdictional disputes will be resolved in accordance with the dispute resolution and binding arbitration procedures as defined by Section 4 and 6 of this San Francisco Housing Authority/Building Trades Resident Partnership Program (SFHA/BTRPP).

4. JURISDICTIONAL DISPUTES

Because of the time-sensitive nature of the projects contracted out under this MOU, the parties agree there will be no strikes, no work stoppages or slowdowns or other interferences with the work because of jurisdictional disputes.

Where a jurisdictional dispute exists, it shall first be referred for resolution to the Local Unions. If they are unable to resolve the dispute, the dispute shall then be referred for resolution to the International Union General Presidents. The resolution of the dispute shall be reduced to writing, signed by the authorized representatives of the International Unions and the contractor or subcontractors. The assignments made by the contractor or subcontractors shall be followed until such time as the dispute is resolved in accordance with the Section.

5. NO LOCKOUT

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During the term of this MOU, the SFHA agrees that it will not lockout employees and the Union agrees that it will not cause or authorize its members to strike, sitdown or engage in any work stoppage or limitations upon services out of any disputes relating to the terms of this MOU.

6. DISPUTE RESOLUTION

Any disputes arising on any SFHA project shall be resolved by the affected employers, Council, and each signatory Local Union, through appropriate legal or contractual procedures and without resort to economic action of any kind.

In the event any Local Union contends that contractor or subcontractor is in violation of its local collective bargaining agreement, and has been unable to resolve the dispute through the appropriate legal or contractual procedures, or the subcontractor has failed to abide by a decision of a grievance panel or arbitrator regarding the dispute, said Local Union shall give written notice to the SFHA and the Council, specifying the nature of the unresolved violation within five (5) working days after the contractor/subcontractor has failed to comply. If that contractor/subcontractor is determined by the Local Union and the Council to have violated the grievance procedure of the local agreement or has failed to comply with a properly determined resolution of the dispute, the SFHA shall notify the Contractor who shall give the affected subcontractor 72 hours written notice to comply with the local agreement or be removed from the SFHA project.

Any other disputes involving provisions of this MOU not provided for by individual union collective bargaining agreement grievance procedures shall be referred to a labor management committee. The committee shall be composed of three members appointed by the Unions.
including representation from the union involved in the dispute, and three members
appointed by the SFHA. The committee shall meet within five (5) working days of written notice
of a dispute by either party. A majority decision of this committee shall be binding on the parties.

At such time as the labor-management committee is not able to reach a decision, any party
to this agreement may request, in writing, the following binding arbitration procedure within
fourteen (14) days. In the event either party institutes this procedure, arbitration shall be
mandatory.

The party invoking this procedure shall immediately notify Leo Kanowitz, who the parties
agree shall be the permanent Arbitrator under this procedure. In the event that the permanent
Arbitrator is unavailable at any time, alternate arbitrator Gerald McKay shall hear the matter.
Notice to the Arbitrator shall be by the most expeditious means available, with notice by telegram,
facsimile or similar means to the party alleged to be in violation and the involved union.

Upon receipt of notice, the Arbitrator named above or his alternate shall designate a place
for schedule and hold a hearing within five (5) working days. The decision of the Arbitrator shall
be final and binding on all parties and the fee and expenses of such arbitrations shall be borne
equally by the SFHA and the Local Union.

7. SAVING CLAUSE

If any provision of this MOU should be held invalid by operation of law or by any court
of competent jurisdictions, or if compliance with or enforcement of any provision should be
restrained by any tribunal, including but not limited to the Department of Housing and Urban

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(Rev. 12-16-96)
Development of the United States policies and regulations, the remainder of this agreement shall not be affected thereby and the parties shall, if possible, enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

8. DURATION OF AGREEMENT

In order to achieve the long-term resident employment goals of this MOU, the MOU shall become effective on the date of execution and shall remain in effect for four (4) years consistent with Section 3 of the 1968 Act.
AGREED FOR THE UNIONS:

Dona Levin
Dona Levin, Senior Business Representative
Carpenters Local 22

Robert Munsey
Robert Munsey, Secretary-Treasurer
District Council of Painters 48

Mario De La Torre
Mario De La Torre, Business Manager
Laborers Local 261

Larry Malcolm
Larry Malcolm, Business Manager
Plumbers & Pipefitters Local 38

Jim Sothens
Jim Sothens, Business Representative
Carpenters Local 2236

Dan Sheehan
Dan Sheehan, Business Representative
Glazers Local 718

Bill Oberstar
Bill Oberstar, Business Representative
Carpenters Local 12

Kevin Chase
Kevin Chase, Business Representative
Carpenters Local 12

AGREED FOR THE
SAN FRANCISCO HOUSING
AUTHORITY:

Felipe M. Flores
Felipe M. Flores, Executive Director

Albert Nelson
Albert Nelson, Chief of Operations

Milton Reitan
Milton Reitan, Chief Negotiator/Labor Relations

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SECTION 6 - 13
AGREED
FOR THE UNIONS:

Stanley Smith, Secretary-Treasurer
San Francisco Building Construction Trades Council

John Thornton, Secretary
Window Cleaners Local 44

Steve Smithe, Business Manager
Asbestos Workers Local 16

Alex Court, Business Manager
HOD Carpenters Local 36

Franklin G. Cox, Business Manager
Bildermakers Local 549

Steven Fox, Business Manager/Treasurer/Financial Secretary
Ironworkers Shop Local 790

Tim Paulson, Business Representative
B.A.C. Local 3, California

Gene Vick, Financial Secretary-Treasurer/Carpenters Local 12 Ironworkers 377

Larry Hamilton, Financial Secretary/Treasurer
Roofers & Waterproofers Local 40

Joseph L. Stealey, Recording Secretary
United Steelworkers/Upholsterers

George Brown, Financial Secretary/Treasurer
Cement Masons Local 580

Richard Note, Business Representative
Lathers Local 644

Franz Glue, Business Manager
Electrical Workers Local 6

Thom Donnelly, Financial Secretary/ Treasurer
Pile drivers Local 34

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AGREED
FOR THE UNIONS:

Ellis Smith, Business Manager
Elevator Constructors Local 8

Edward Vincent, Business Manager
Millwrights Local 102

Robert Brayboy, Business Representative
Operating Engineers Local 5

Tim Segarra, Business Manager
Headquarters Operating Engineers Local 3

J. Bosley, Business Representative
Operating Engineers Local 3

Carl Lemke, Business Manager
Sprinkler Fitters Local 483

Dave Denuz, Secretary-Treasurer
Teamsters Local 216

Robert Martini, Business Manager-Sheetmetal
Sheetmetal Workers Local 106