SAN FRANCISCO PUBLIC UTILITIES COMMISSION WATER SYSTEM IMPROVEMENT PROGRAM CONSTRUCTION MANAGEMENT PROCEDURES	
SECTION: WSIP CONSTRUCTION MANAGEMENT	**APPROVED:**
PROCEDURE NO.: 071 **TITLE: OMBUDSPERSON PROGRAM**	**DATE: 03/07/2011** **REVISION NO.: 0**

1.0 Policy

The Ombudsperson Program is required to provide support for assignment, working conditions and/or interpersonal conflicts which may arise while performing work on Water System Improvement Program (WSIP) Projects during the construction phase. This CM Procedure applies to all personnel working on WSIP to the extent that their work is affected by these WSIP CM Procedures and does not conflict with specific SFPUC policies or the contract in which the work is executed.

2.0 Definitions

2.1 Ombudsperson

An independent, impartial representative with the responsibility to receive, investigate and address assignment, work conditions, and/or interpersonal conflicts between WSIP CM staff and WSIP CM Consultant staff and, when appropriate, make findings, recommendations, and publish reports. The designated Ombudsperson is to complete monthly, quarterly and annual reports delineating conflict specifics. These reports are to be delivered to each City Regional Construction Manager (RCM) and/or CM Bureau Manager detailing events occurred within their jurisdiction.

2.2 Conflict

A disagreement between City and Consultant Staff pertaining to the deployment or assignment of tasks and duties while working within WSIP CM Field Operations.

3.0 Appointment of an Ombudsperson

The Ombudsperson shall be selected and appointed by the Assistant General Manager of the Infrastructure Division. Upon appointment, a signed copy of the Ombudsperson agreement shall be given to the Ombudsperson prior to the start

of service. The Assistant General Manager of the Infrastructure Division reserves the right to remove or reassign this appointment at any time.

The Ombudsperson will report to the CMB Manager and WSIP Deputy Director of Construction.

4.0 Responsibilities

4.1 Independence

The Ombudsperson in structure, function and appearance, is free from outside control or influence. This standard enables the Ombudsperson to function as an impartial and critical entity that reports findings and makes recommendations based solely on a review of facts and policies, in the light of reason and fairness.

4.2 Impartiality

The Ombudsperson will receive and review each complaint in an objective and fair manner, free from bias, and treat all parties without favor or prejudice. This standard instills employee confidence that complaints will receive a fair review, and encourages all parties to accept the Ombudsperson's findings and recommendations.

4.3 Confidentiality

The Ombudsperson shall have the privilege and discretion to keep confidential or release any information related to a complaint or investigation. This standard balances the need to protect sensitive information so that a complainant can come forward, and witnesses and subjects can speak openly, with the need to disclose information as a part of an investigation or report.

4.4 Advocacy

The Ombudsperson is to receive complaints from the WSIP CM Staff however; their job is not to be become an advocate for the complainant. The Ombudsperson is charged with collecting and evaluating all of the facts regarding a matter as a neutral investigator, determining if there was an error, unfairness or harm by the agency involved, or no basis to the complaint. Furthermore, the Ombudsperson must make recommendations to correct wrongs done to individuals to improve the administration of WSIP.

4.5 Reporting and Documentation

The designated Ombudsperson shall discuss all occurrences with the City Regional Construction Manager in charge of the region in which the conflict has been identified. If resolution can not be obtained at this level, the concern will be elevated to the WSIP Deputy Director for Construction and the SFPUC CMB Bureau Manager. The Ombudsperson is required to keep a log of telephone and e-mail contacts and document their activities for the City RCM and Construction Management Bureau Manager. Monthly, the Ombudsperson is to provide a copy of the aforementioned log to the City Regional Construction Manager (City RCM) and a monthly report summarizing the complaints addressed and their disposition to the

CMB Bureau Manager. Each quarter, the Ombudsperson is to provide report delineating the results and methods used to mediate conflicts during the quarter. Upon the conclusion of each year, the Ombudsperson shall submit an annual report to the Assistant General Manger of Infrastructure, Construction Management Bureau Manager and City Regional Construction Manager. All reports shall be stored in an Ombudsperson Database.

4.6 Ombudsperson Jurisdiction

The Ombudsperson's jurisdiction shall comprise of all WSIP covered projects within the local and regional programs. During times of conflict, the Ombudsperson shall act as the mediator in efforts to reach resolution at the informal level. Once a conflict is raised beyond the City RCM to the CMB Manager, the Ombudsperson should monitor the conflict for resolution. If there is no resolution within 30 days after elevation; a report detailing the events of the resolution process shall be submitted to the AGM, Infrastructure with notification to the local collective bargaining unit of the employee.

5.0 Implementation

None

6.0 Other Procedural Requirements

None

7.0 References

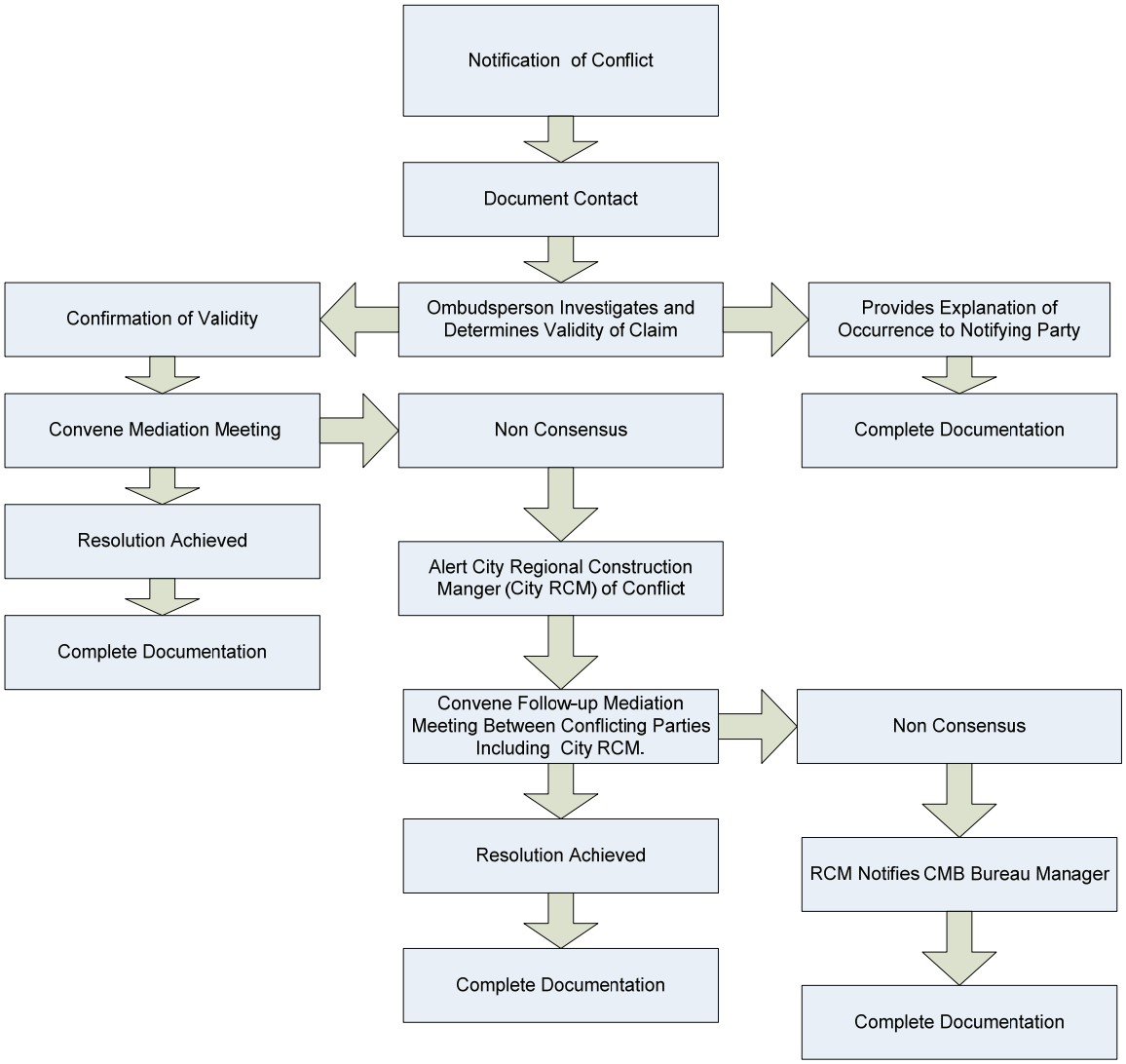
WSIP CM Procedure No. 031, Dispute Resolution Advisor

WSIP CM Procedure No. 019, Dispute Review Board

8.0 Attachments

071 – 1	Conflict Mediation Flow Chart
071 – 2	Ombudsperson Agreement
071 – 3	Revision Control Log

Attachment 071-1
Conflict Mediation Flow Chart



Attachment 071-2
Ombudsperson Agreement

This Ombudsperson Agreement is made effective for all purposes and in all respects as of this ___ day of, 20XX, by and between **the San Francisco Public Utilities Commission Construction Management Bureau** and_____.

A. Capacity of Appointment.

The duties to be performed by the Ombudsperson are generally described as follows: Provide support for assignment, working conditions and/or interpersonal conflicts which may arise while performing work on Water System Improvement Program (WSIP) Projects during the construction phase, as stated in the Construction Management Ombudsperson Program.

1. Employee shall have the following title: **WSIP CM Ombudsperson**

B. Term of Appointment:

Assistant General Manager, Infrastructure shall employ the Ombudsperson in the capacity set forth above commencing on _____, (or such other date as the Parties may agree to) and continuing, with no fixed termination date, until either Party shall give notice of termination of this appointment agreement to the other. The Assistant General Manager, Infrastructure reserves the right to remove or reassign this appointment at any time.

1. **Method of Notice**. Notice of termination shall be given in writing delivered by any method to:

For the	**Harlan Kelly, Jr.**	For the	**Larry Wong**
Employer:	**1155 Market St. 11th Floor**	Union:	**1182 Market St. Suite #425**
	San Francisco CA, 94103		**San Francisco CA, 94103**

C. Procedural Information

The designated Ombudsperson shall report all actions performed in this capacity to the

City Regional Construction Manager and Construction Management Bureau Manager. In addition, the Ombudsperson Report shall be a standing item on the Joint Union City Committee agenda. The CM Bureau Manager or designee shall review and approve the Ombudsperson's timesheet.

D. Code of Conduct

While performing the capacities delineated within the Ombudsperson Program the selected Ombudsperson must at all times adhere to the terms and conditions of the Ombudsperson's Program.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Assistant General Manager of Infrastructure and Ombudsperson affix their signatures hereto.

AGM Infrastructure	**Ombudsperson**
_____	_____
Harlan Kelly, Jr.	_____
Dated:_____, 2011	Dated:_____, 2011

Attachment 071-3

Revision Control Log

Revision No.	Revision Date	What changed?
Rev 0	March 7, 2011	Signed