

**Comprehensive Agreement Between the City and PEC:
Tentative Agreement**

April 20, 2010

Preamble

The Public Employees Committee (PEC), and each of its member unions, and the City and County of San Francisco (City) have reached agreement on the following provisions to form the basis of MOU amendments and extensions for PEC-member unions for the period July 1, 2010 through June 30, 2012. Specific MOU provisions will be included in each MOU, as noted. Individual MOU provisions included in MOUs or MOU amendments between the City and member unions of the PEC as a result of this Comprehensive Agreement ("Agreement") are based on the bargaining history between the PEC and the City in reaching this Agreement. The "Efficiencies Agreement" side letter is appended, and will be applied per its terms to each PEC member union.

The parties to this Agreement understand that no MOU or MOU amendment can become final and binding without ratification by the subject union's members and approval by the Board of Supervisors (BOS) of an MOU or MOU amendment applicable to participating PEC members listed below. Neither failure to ratify by union members nor failure to approve by the BOS will constitute a breach of any obligation in this Agreement; however, as described below, a member union's failure to ratify may impact the implementation of layoff protections provided in this Agreement, and the union's members will not be covered by the terms of this Agreement.

Ratification of each proposed MOU that results from implementation of the provisions of this Agreement must occur prior to scheduled arbitration dates for unions with open contracts, and as mutually agreed for unions with closed contracts. If ratification by any union's members does not occur by such date, the City's obligations hereunder expire and will be of no force and effect as to that union unless the City, in its sole discretion, agrees to extend the date for ratification.

The members of the PEC are as follows: **[to follow]**

The Chair of the PEC is authorized on behalf of the PEC to conduct meetings on behalf of the PEC, in accordance with the rules of the PEC, or to designate another individual to conduct such meetings, as contemplated in this Agreement.

For CCSF:

Harold Rind

For TWU Local 200 12:25 PM

Joe Abad 4.22.10

Section I. Workforce

I.1 Layoff Limitations [to replace I.1, I.2, I.3] [TA 4/16]

Applicable only if all PEC unions with over 100 Full-Time Employees (FTE) ratify the Agreement. Negotiations with certain individual unions continue at the time this TA was reached. Upon conclusion of those negotiations, the PEC and City will meet to determine whether any changes to this agreement should be made.

- A. **Spring 2010:** Between the date of this Agreement and June 30, 2010, inclusive, layoffs of employees represented by member unions of the PEC that result in complete loss of City employment will be limited to five hundred (500) positions, including notices already issued.
- B. **Fall 2010:** Between July 1, 2010 and December 31, 2010, inclusive, there will be no layoff or layoff notices issued for employees represented by member unions of the PEC unless the City does not receive the revenue projected in the FY 2010-11 Joint Report for SB 188 (\$30 million) or does not receive the projected FMAP extension (an additional \$22.5 million), and except as provided in Section C.(3) below.

In such event, the City will provide the PEC with complete and current Budget Information (as defined in Section E below) supporting the need for additional layoffs. Immediately after issuing any such layoff notices, the City will schedule a meeting with the PEC. At least one week prior to the scheduled meeting, the City will provide the required Budget information. This meeting will be in addition to meet and confer sessions required by MMBA and/or MOU. The purpose of the PEC meeting will be to identify alternatives to additional job loss (including, but not limited to, reductions in City contracts and measures to increase City revenue) and to minimize the number and impact of any necessary additional layoffs. In the event the City receives additional General Fund revenue for FY 2010-11 that was not contemplated in the adopted budget for the year, and which is not offset by losses in other General Fund categories as of fiscal year end, the parties will identify how those funds may be used to mitigate the effect of past layoffs and minimize any additional layoffs.

- C. **Spring 2011:** Between January 1, 2011 and June 30, 2011, the City may layoff employees represented by member unions of the PEC only if:
 - (1) The Three-Month Budget Status Report, Six-Month Budget Status Report, and Nine-Month Budget Status Report show a cumulative FY 2010-11 General Fund deficit of greater than \$25 million. Credit

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towards the \$25 million cumulative deficit will be given for solving any mid-year deficit without layoffs. Such credit will be in the amount of the deficit reduction achieved without layoffs. Mid-year layoffs may be used to reduce the deficit above \$25 million, but may not account for more than sixty (60) percent of the solutions used to balance the deficit above \$25 million. In the event of layoffs, the City will provide the PEC with complete and current Budget Information supporting the need for the additional layoffs. Immediately after issuing any such layoff notices, the City will schedule a meeting with the PEC. At least one week prior to the scheduled meeting, the City will provide the required Budget information. This meeting will be in addition to meet and confer sessions required by MMBA and/or MOU. The purpose of the PEC meeting will be to identify alternatives to additional job loss (including, but not limited to, reductions in City contracts, potential incentives for voluntary departure and measures to increase City revenue), and to minimize the number and impact of any necessary additional layoffs. In the event the City receives additional General Fund revenue for FY 2010-11 that was not contemplated in the adopted budget for the year, and which is not offset by losses in other General Fund categories as of fiscal year end, the parties will identify how those funds may be used to mitigate the effect of past layoffs and minimize any additional layoffs; or

- (2) The projected deficit in the FY 2011-12 Joint Report published on or around March 30, 2011 exceeds \$300 million. In that event, the City will provide the PEC with complete and current Budget Information supporting the need for FY 2010-11 layoffs in addition to any layoffs under Section C.(1) above. Immediately after issuing any layoff notices to reduce the projected FY 2011-12 General Fund deficit, the City will schedule a meeting with the PEC. At least one week prior to the scheduled meeting, the City will provide the required Budget information. This meeting will be in addition to meet and confer sessions required by MMBA and/or MOU. The purpose of the PEC meeting will be to identify alternatives to additional job loss (including, but not limited to, reductions in City contracts, potential incentives for voluntary departure and measures to increase City revenue), and to minimize the number and impact of any necessary additional layoffs; or
- (3) The Annual Salary Ordinance (ASO) passed as part of the City's adopted budget includes mid-year layoffs during FY 2010-11, based on positions authorized in the ASO, which were included in the Mayor's proposed budget, in which case such layoffs may also proceed.

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- D. Fiscal Year 2011-12:** The City agrees to provide the PEC with complete and current Budget Information supporting the need, if any, for layoffs, and in the event of layoffs, agrees to schedule a meeting with the PEC. Immediately after issuing any such layoff notices, the City will schedule a meeting with the PEC. At least one week prior to the scheduled meeting, the City will provide the required Budget information. This meeting will be in addition to meet and confer sessions required by MMBA and/or MOU. The purpose of the PEC meeting will be to identify alternatives to additional job loss (including, but not limited to, reductions in City contracts, potential incentives for voluntary departure and measures to increase City revenue), and to minimize the number and impact of any necessary additional layoffs. In the event the City receives additional General Fund revenue for FY 2011-12 that is not included in the adopted budget for that year, and which is not offset by losses in other General Fund categories as of fiscal year end, the parties will identify how these funds may be used to mitigate the effect of past layoffs and minimize any additional layoffs.
- E.** "Budget Information", for purposes of this Agreement, shall mean complete copies of all current General Fund budget reports, including Joint Reports (together with all amendments or supplements thereto); Three-Month, Six-Month, and Nine-Month Budget Status Reports; copies of documents showing any reduction or increase in state or federal funding from the budgeted levels; current monthly and year-to-date balance sheets for each Enterprise Department employing members of PEC unions; aggregate payroll costs paid by the General Fund by bargaining unit and the total number of FTEs supported by the General Fund by bargaining unit; information on other balancing solutions proposed to date.
- F.** Nothing in this Agreement shall waive or prejudice the right or position of the City or any PEC member union with respect to layoffs and rights granted by Charter, the Civil Service Commission, MOU, or state law.

I.4 Prop F and Temporary Exempt [TA 4/12]

The Human Resources Director agrees to work with the departments to ensure proper utilization of Proposition F and temporary exempt ("as needed") employees when such positions would more appropriately or efficiently be filled by permanent employees. In addition, the City will notify holdovers in represented classifications of any recruitment for exempt positions in their classifications.

It is understood that to the degree increased utilization of such employees may be required in certain represented classifications to provide staffing coverage due

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to employees taking additional time off as described herein, such work will be offered to holdovers in such represented classifications.

I.5 Exception for Certain DPH Employees [TA 4/12]

Until June 30, 2012, the City agrees to exempt individual employees in the following classifications who were laid off from positions at the Department of Public Health in the following classifications during FY 2008-09 and FY 2009-10 from the economic detriments or benefits of this Agreement, for such period that such individual employee maintains City employment in a position with a rate of pay that is at least five (5) percent lower than the pay rate received in the class from which he or she was laid off:

1428 Unit clerks
2302 Nursing Assistants (May and November 2009 layoffs)
1444 Secretary I
1446 Secretary II
1426 Senior Clerk Typists

This provision may be modified by future agreement reached between the City and SEIU.

Notwithstanding the above, the City may, at its discretion, require employees covered by this section to honor the Minimum Staffing Days described herein by taking floating holidays or other time off in the event their work locations are subject to minimum staffing.

I.6 Reorganization [TA 4/16]

Upon ratification by each PEC-member union of MOU amendments implementing this agreement, the City agrees to rescind all layoffs first noticed for members of that union on or about March 5, 2010, except for layoffs from positions as to which no part-time position will be created or offered. The City further agrees not to effectuate the plan of Reorganization described in the Mayor's letter of March 2, 2010 to City employees (March 2010 Reorganization Plan), and not to implement a reorganization plan similar in scope and impact prior to July 1, 2012. Neither the City nor any individual employee organization waives its rights or arguments regarding the legality of the March 2010 Reorganization Plan. Upon ratification, each PEC-member union agrees to withdraw any pending grievances, administrative (including PERB) charges or litigation containing any claims relating to the March 2010 Reorganization Plan or actions taken or not taken in connection with the plan.

Prior to July 1, 2012, the City agrees not to effectuate any new reorganization plan that lays off more than 20 employees in a classification while assigning the work formerly performed by those laid off employees to a similar number of new positions in a classification with a lower pay grade.

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Prior to July 1, 2012, as required by MMBA and/or MOU, the City and union will meet and confer over the impact of any work reorganization that results in a layoff, and will at that time consider whether alternatives to layoffs exist.

Nothing in this Agreement shall waive or prejudice the right or position of the City or any PEC member union with respect to layoffs and rights granted by Charter, the Civil Service Commission, MOU, or state law.

I.7 New Requisitions in General Fund Departments, side letter for term of Agreement [TA 4/15]

During FY 2010-11 and FY 2011-12, the City will subject General Fund departmental requests for requisition approval to increased scrutiny. The process, involving the Mayor's Office and the Department of Human Resources, will require submission of organizational charts and additional justification to obtain approvals. Approvals will be based on criteria including: (i) whether the positions are revenue-generating; (ii) whether they are needed to meet safety-related, legal, grants or contractual requirements; (iii) the extent to which the position affects a core City function; and (iv) the impact of filling the positions on the general fund. The City will meet with the PEC upon request, not less than quarterly, to review the requisitions approved in the prior quarter and the rationale for doing so.

Section II. Unpaid Furlough Days

II.1 FY 2010-2011 [TA] To be reflected in individualized MOU language.

During FY 2010-11, the parties agree to economic concessions with a value equivalent to twelve (12) unpaid furlough days for each employee. Previously-agreed concessions for this period will either be replaced by this provision, or will be credited toward this concession, as agreed by the parties to each MOU.

As a default, the unpaid time off will be "smoothed" by implementation of a reduction in pay and/or, if applicable and agreeable to the parties, a reduction in City payment of employee pension contributions, that provides such value. The only exceptions to these provisions follow:

- 1) PEC Member Unions scheduled to receive a pay increase during this period will instead provide economic concessions of similar value, inclusive of any concessions already agreed to and will not be subject to the furlough days described herein.
- 2) Members of the Crafts Coalition, Plumbers Local 38, and Machinists Local 1414 will instead provide twelve (12) unpaid furlough days, with corresponding reductions in pay applied when the days are taken off.

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- Scheduling provisions have been negotiated separately for MOU inclusion.
- 3) Nothing shall prevent the City and each union from agreeing to alternative arrangements for concessions for employees in classifications with fixed-post staffing who cannot easily be granted time off.

Furlough days will be administered in the same manner as floating holidays, with the exception of specific provisions in the Crafts MOUs regarding the scheduling of the unpaid furlough days. Except as otherwise provided herein or in a member union's MOU, the economic terms contained herein, including furlough days, smoothed wage concessions and floating holidays, will expire at close of business June 9, 2012, and wage deferrals will expire at close of business June 30, 2012.

II.2 FY 2011-2012 [TA 4/12]

Same unpaid furlough days provisions as for FY 2010-11, except:

In the event the City's FY 2011-12 Joint Report, issued on or about March 30, 2011, projects the General Fund deficit in FY 2011-12 to be less than \$261 million, the parties agree to reduce the twelve (12) unpaid furlough days (or corresponding equivalent concessions) according to the following schedule:

- (1) Deficit of \$150-\$261 million: to five (5) unpaid furlough days to be taken by employees in FY 2011-12.
- (2) Deficit from \$100 up to \$150 million: to three (3) unpaid furlough days for FY 2011-12.
- (3) Deficit less than \$100 million: to zero (0) unpaid furlough days.

II.3 Smoothing Implementation Mechanisms (Not Applicable to Craft Unions) TA [4/15]

The City's payroll system requires wages to be calculated and paid in increments of one-quarter percent (.25%). In order to implement the annual 4.62% wage concession associated with the twelve (12) unpaid furlough days, the parties agree to the following adjustments:

Effective July 1, 2010 and ending on the last day of the pay period that ends July 8, 2011, wages shall be temporarily reduced by 4.50%, which represents an adjustment equivalent to the value of twelve (12) furlough days.

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Effective July 9, 2011 and ending on the last day of the pay period that ends June 8, 2012, wages shall be temporarily reduced by up to 5%, which represents an adjustment equivalent to the value of up to twelve (12) furlough days.

All base wage calculations shall be rounded to the nearest salary schedule. All wages shall be restored to their original levels, (i.e., as if the concessions agreed to herein had not been made), on June 9, 2012.

II.4 Floating Holidays (Not applicable to Craft Unions) TA [4/15]

Effective July 1, 2010 for FY 2010-11, in recognition of the value of wage concessions during the year, employees shall receive a one-time addition of twelve (12) floating holidays for one year, which shall be administered in the same manner as the floating holidays in paragraph [insert #] above. However, these floating holidays will be awarded on a quarterly basis (i.e. three floating holidays will be allotted in first full pay period beginning on July 1st, October 1st, January 9th, and April 17th of the fiscal year). The parties agree that employees may be required to take no more than five of the floating holidays for the four working days between December 25, 2010 and January 1, 2011, and one day for the day prior to Thanksgiving, 2010, when the City has implemented Minimum Staffing Days.

Effective July 1, 2011 for FY 2011-12, in recognition of the value of wage concessions during that year, employees shall receive a one-time addition of twelve (12) floating holidays for one year, which shall be administered in the same manner as the floating holidays in paragraph [insert #] above, with the exception that they must be used in daily or hourly increments. These floating holidays will be on a quarterly basis (i.e. three floating holidays will accrue in first full pay period on July 1st, October 1st, January 9th, and April 17th of the fiscal year). If the number of unpaid furlough days (or equivalent) for the year is reduced by operation of the provisions of Section ___ above, the number of additional floating holidays will be reduced in a corresponding manner. The parties agree that employees may be required to take no more than five of the floating holidays for the four days working days between December 25, 2011 and January 1, 2012, and one day for the day prior to Thanksgiving, 2011 when the City has implemented Minimum Staffing Days.

Notwithstanding the paragraphs above, any unused floating holidays accrued from July 1, 2010 through June 30, 2012 may be carried over to be used in FY 2012-13, FY 2013-14 and FY 2014-15.

During FY 2010-11, FY 2011-12, FY 2012-13, FY 2013-14 and FY 2014-15, floating holidays must be used before vacation days or hours are taken; provided however that this limitation (i.e., use of floating holidays before vacation) will not apply in cases in which use of the floating holiday will cause a loss of vacation due to the accrual maximums. Except for days taken during Minimum Staffing

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days, floating holidays are to be scheduled per mutual agreement, based on operational needs of the department.

II.5 Minimum Staffing Days (MSDs) [TA 4/12]

The City will evaluate City departments or divisions for which minimum staffing days are appropriate. Minimum staffing days may take the form of complete closures or minimum staffing. On or before August 1, 2010 and August 1, 2011, the City will notify the PEC which departments/divisions have been slated for Minimum Staffing days and/or reduced staffing. If the PEC has any concerns regarding the list, it must make its concerns known to DHR within fourteen (14) calendar days. DHR agrees to discuss any concerns raised by the PEC via this process. If the PEC finds DHR's response inadequate, it may elevate its concerns to the Mayor, who will be the final arbiter of any such dispute. The Minimum Staffing Days currently identified and agreed to by the City and the PEC are the non-holiday work days between Christmas and New Years and the Wednesday prior to the Thanksgiving weekend – five (5) days.

II.6 Impact

[See Retirement Restoration]

[TA 4/16]

For FY 2010-11 and FY 2011-12 only, vacation, vested sick leave, and severance payments for employees who elect severance pursuant to the terms of their MOU or who elect involuntary layoff will not reflect reductions in an employee's hourly rate that were implemented as part of this Agreement.

Section III. Retirement Restoration [TA]

For employees who retire prior to July 1, 2013 and whose final compensation for retirement purposes is impacted by the wage reduction described in Section [insert appropriate section], the City will make available restoration pay in a lump sum equivalent to the pensionable value of the wage reduction or wage increase deferral described in Section [insert appropriate section] for the period used by the applicable retirement system to determine the employee's final compensation for retirement purposes (Final Compensation Period). Retirement restoration will include payouts of vacation and vested sick leave at the employee's normal (pre-reduction or non-wage-deferred) hourly rate, although nothing herein requires the San Francisco Employees Retirement System, or any applicable retirement system, to include payouts of vacation or vested sick leave in retirement calculations..

Should employees who retire prior to July 1, 2013 wish to receive retirement restoration, they must, at least thirty (30) days prior to the last date of employment, agree to re-designate any floating holidays they have taken during the Final Compensation Period in excess of five (or four, depending on the

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contract) to vacation days upon retirement. This redesignation shall not apply to floating holidays carried over from a prior fiscal year. Once they have taken five (or four, depending on the contract) floating holidays during the Final Compensation Period, such employees will not be eligible to take any floating holidays during the last 30 days of their employment except for floating holidays accrued before July 1st of the fiscal year in question.

Section IV. Additional Items

IV. 4. Medically Single Employees Enrolled in the City Plan (excluding Nurses and Supervising Nurses) [TA 4/16]

- a) The City and its labor unions will establish a labor-management committee to begin meeting no later than October 1, 2010, concluding before December 31, 2010, to identify changes to MOU-negotiated premium payments that would be anticipated to yield approximately \$3 million in savings annually in the City's employee health care cost, beginning FY 2011-12.
- b) Should the committee not reach mutual agreement on another option, the following goes into effect: for FY 2011-12 and thereafter, for *all* employees enrolled in the City Plan in the medically-single/Employee-Only category, the City's contribution will be capped at an amount equivalent to the cost of the second-highest cost plan for medically-single/Employee-Only enrollees. Employees who elect to enroll in the City plan in this category must pay the difference between the capped amount of the City plan described above and the cost of City plan coverage in the medically-single/Employee-Only category.
- c) If an employee's work location reasonably requires him or her to reside in a county in which there is no City HMO available, then the City shall pay for medically-single/Employee-Only coverage under the City plan.

IV. 6 Duration of Agreement [TA 4/12]

MOU amendments will extend existing agreements or establish successor agreements, as applicable, for the term July 1, 2010 through June 30, 2012. However, the City and the unions currently scheduled to receive wage increases during the term of this agreement may mutually agree to a longer term.

Section V. MTA [TA 4/12]

The City is not authorized to negotiate on behalf of MTA, but will willingly include MTA and its representative unions in any and all processes established by this agreement.

Section VI. Miscellaneous Items

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VI.1 Revenue [TA 4/12] (Non-MOU)

The Mayor agrees to continue discussions with the SF Labor Council regarding options to increase City revenue.

VI.2 Shared Sacrifice [TA 4/12] (Non-MOU)

It is the shared objective of the City and the PEC through this agreement that all city employees share as equally, to the extent possible, in the assistance to the City in closing the FY 2010-11 and FY 2011-12 projected budget deficits, saving City jobs and maintaining essential City services. The City will provide the PEC with a written report on the results of its efforts in this regard.

VI.9 Minimum Notice [TA 4/12]

Through FY 2010-11 and FY 2011-12, the City will provide ten (10) business days notice to employees who are subject to displacement due to layoffs. To the extent this notice period extends beyond the date the displacing employee is to start in the position, the employee who is to be displaced will be placed in a temporary exempt position in his/her classification and department for the remainder of the notice period.

VI.10 Enterprise Funds [TA 4/16] (Non-MOU)

The City and the PEC will continue discussing options for application of the Enterprise Funds savings as a result of this agreement. Within 30 days following execution of this agreement, the City and the PEC shall arrange for a meeting between the City Attorney's Office and the PEC Attorney's Group to discuss such options.

Agreed 4/20/10 [Signature] CITY
[Signature] #34
Dada Kay Transfers 8553
[Signature] DC #16 LV 718
[Signature] Computers Local 22
Karl Johnson, OS #3 Union
Larry W. [Signature] Local 38
Richard [Signature] MEA
[Signature] L21, PEC
[Signature] Transfers 856
[Signature] president SF DPOA
[Signature] SEIU 1021
[Signature] Computers Local 22
SF Building Inspector

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Side Letter Items

1) Expansion of Citywide Contracting Process Improvement Project

The Controller's Office, in consultation with the Office of Contract Administration ("OCA" or "Purchaser"), the City Attorney's Office, and Human Rights Commission, is currently reviewing and recommending a series of improvements to the City's purchasing procedures with respect to the professional services contracting process. The goals of this project include decreasing time and effort spent on compliance, augmenting staff capabilities, emphasizing/measuring quality of outcomes, and increasing vendor competition to increase quality and decrease costs. The Controller's Office and OCA shall broaden the scope of this program to cover purchasing issues (largely focused on the prices of commodities) identified by the PEC committee.

The Controller's Office shall research, analyze and report on methods to reduce and streamline the City's costs for purchasing commodities, materials, and supplies. Its efforts may include, but are not limited to creating blanket purchase orders more types of goods and services, qualifying more vendors to increase competition for City services, and reviewing and streamlining compliance and waiver processes for specialized and/or sole source vendors. The Controller and Purchaser shall issue a final report with their findings and recommendations no later than December 31, 2010. The Controller's Office and OCA will meet with the PEC bimonthly to discuss progress and recommendations until the final report is issued.

2) OCA working group on commodity purchasing

OCA shall establish a working group comprised of three (3) union members and three (3) city representatives to review the issue of commodity costs driven up by third party brokers. This group will identify specific commodities where there are potential cost savings and participate in technical specification development for new contracts. The working group will complete its review by December 31, 2010, and at a minimum meet on a monthly basis.

3) Reduction in General Fund PSCs

In the budget proposal for FY 2010-2011 and FY 2011-2012, the Mayor will reduce Professional and Specialized Services (including Personal Service Contracts (PSCs)) paid through the General Fund by \$30 million relative to the value of such services in FY 2009-2010, adjusted by expenses budgeted in these categories for transfers to the state for the purpose of drawing down federal revenue.

The Mayor will provide a written summary of these proposed reductions to the PEC prior to budget hearings before the Board of Supervisors, which is on or about June 10 of each year.

4) Elimination of Cost of Living Adjustments for Contractors

In FY 2010-2011 and FY 2011-2012, the Mayor will recommend to the Board of Supervisors the elimination of any cost of living adjustments for contracts, materials and supplies.

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MOU Items

A. Advance Notice to unions on PSCs

1. At the time the City issues a Request for Proposals ("RFP")/Request for Qualifications ("RFQ"), or thirty (30) days prior to the submission of a PSC request to the Department of Human Resources and/or the Civil Service Commission, whichever occurs first, the City shall notify the affected union(s) of any personal services contract(s), including a copy of the draft PSC summary form, where such services could potentially be performed by represented classifications.
2. If an affected union and member of the PEC wishes to meet with a department over a proposed personal services contract, the affected union must make its request to the appropriate department within two weeks after the union's receipt of the department's notice. The parties may discuss possible alternatives to contracting or subcontracting and whether the department staff has the expertise and/or facilities to perform the work. Upon request by the affected union, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.
3. In order to ensure that the parties are fully able to discuss their concerns regarding particular proposed contracts, the City agrees that it will take all appropriate steps to ensure that parties (excluding the Board of Supervisors) who are responsible for the contracting-out decision(s) are present at the meeting(s) referenced in paragraph 2.
4. The City agrees to provide affected unions with notice(s) of departmental commissions and Civil Service Commission meetings during which proposed personal services contracts are calendared for consideration, where such services could potentially be performed by represented classifications.
5. Existing language in MOUs which provides additional notice and/or otherwise enhanced provisions shall not be superseded by the language in this section.

B. Advance notice to Employee Organizations of Construction/Maintenance or Job Order Contracts [Crafts and San Francisco Building Trades Council only]

1. At the time the City issues an invitation for a Construction Bid and Specifications, the City shall notify the San Francisco Building Trades Council of any construction/maintenance or job order contract(s), where such services could potentially be performed by represented classifications.
2. If an employee organization wishes to meet with a department over a proposed construction/maintenance contract, the employee organization must make its request to the appropriate department within two weeks after the receipt of the

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department's notice. The parties may discuss possible alternatives to contracting or subcontracting and whether the department staff has the expertise and/or facilities to perform the work. Upon request by the employee organization, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.

3. In order to ensure that the parties are fully able to discuss their concerns regarding particular proposed contracts, the City agrees that it will take all appropriate steps to ensure that parties (excluding the Board of Supervisors) who are responsible for the contracting-out decision(s) are present at the meeting(s) referenced in paragraph 2.
 4. The City agrees to provide the San Francisco Building Trades Council with notice(s) of departmental commissions and Civil Service Commission meetings during which proposed construction/maintenance contracts are calendared for consideration, where such services could potentially be performed by represented classifications.
 5. Existing language in MOUs which provides additional notice and/or otherwise enhanced provisions shall not be superseded by the language in this section.
- C. Joint Labor Management Committee on PSCs (for all PEC member unions), and Construction/Maintenance Contracts (Crafts and San Francisco Building Trade Council only)**

The City proposes to expand the existing PSC Joint Labor Management Committee with Local 21 as follows:

- a. Review areas of General Fund and Enterprise PSCs and other city contracts, including construction/maintenance contracts, affecting members with the goal of ensuring appropriate use of Civil Service classifications.
- b. Explore establishing workload forecasting by city departments.
- c. Review PSC processes, form(s) and tracking of PSCs, and RFP notice requirements and recommend improvements.
- d. Existing committees set out in individual union MOUs shall continue as sub-committees under this provision but shall take on specific areas of concern so as to avoid redundant efforts. Parties agree to set meeting agendas in advance to increase efficiency.

The Committee will be comprised of eight (8) members of the PEC and eight (8) City representatives. Release time is to be provided for work of this Committee. The Committee will complete its work by June 30, 2012.