



**CIVIL SERVICE COMMISSION
CITY AND COUNTY OF SAN FRANCISCO**

**LONDON N. BREED
MAYOR**

Sent via Electronic Mail

June 20, 2024

NOTICE OF CIVIL SERVICE COMMISSION MEETING

SUBJECT: PRESENTATION TO CSC REGARDING PILOT PSC REVIEW PROCESS.

The above matter will be considered by the Civil Service Commission at a hybrid meeting (in-person and virtual) in Room 400, City Hall, 1 Dr. Goodlett Place, San Francisco, California 94102 and through Cisco WebEx to be held on **July 1, 2024, at 2:00 p.m.**

This item will appear on the Regular Agenda. Please refer to the attached notice for procedural and other information about Commission hearings.

Attendance by you or an authorized representative is recommended. Should you or your representative not attend, the Commission will rule on the information previously submitted and testimony provided at its meeting. All calendared items will be heard and resolved at this time unless good reasons are presented for a continuance.

CIVIL SERVICE COMMISSION

LAVENA HOLMES
Deputy Director

Attachments

Cc: All Unions
All Departmental Personnel Officers
Commission File
Commissioners' Binder
Chron

NOTICE OF COMMISSION HEARING POLICIES AND PROCEDURES

A. Commission Office

The Civil Service Commission office is located at, 25 Van Ness Avenue, Suite 720, San Francisco, CA 94102. The telephone number is (628) 652-1100. The fax number is (628) 652-1109. The email address is civilservice@sfgov.org and the web address is www.sfgov.org/civilservice/. Office hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday.

B. Policy Requiring Written Reports

It is the policy of the Civil Service Commission that except for appeals filed under Civil Service Commission Rule 111A Position-Based Testing, all items appearing on its agenda be supported by a written report prepared by Commission or departmental staff. All documents referred to in any Agenda Document are posted adjacent to the Agenda, or if more than one (1) page in length, available for public inspection and copying at the Civil Service Commission office. Reports from City and County personnel supporting agenda items are submitted in accordance with the procedures established by the Executive Officer. Reports not submitted according to procedures, in the format and quantity required, and by the deadline, will not be calendared.

C. Policy on Written Submissions by Appellants

All written material submitted by appellants to be considered by the Commission in support of an agenda item shall be submitted to the Commission office, no later than 5:00 p.m. on the fourth (4th) business day preceding the Commission meeting for which the item is calendared (ordinarily, on Tuesday). An original copy on 8 1/2-inch X 11 inch paper, three-hole punched on left margin, and page numbered in the bottom center margin, shall be provided. Written material submitted for the Commission's review becomes part of a public record and shall be open for public inspection.

D. Policy on Materials being Considered by the Commission

Copies of all staff reports and materials being considered by the Civil Service Commission are available for public view 72 hours prior to the Civil Service Commission meeting on the Civil Service Commission's website at <https://sf.gov/civilservice> and in its office located at 25 Van Ness Avenue, Suite 720, San Francisco, CA 94102. If any materials related to an item on this agenda have been distributed to the Civil Service Commission after distribution of the agenda packet, those materials will be available for public inspection at the Civil Service Commission's during normal office hours (8:00 a.m. to 5:00 p.m. Monday through Friday).

E. Policy and Procedure for Hearings to be Scheduled after 5:00 p.m. and Requests for Postponement

A request to hear an item after 5:00 p.m. should be directed to the Executive Officer as soon as possible following the receipt of notification of an upcoming hearing. Requests may be made by telephone at (628) 652-1100 and confirmed in writing or by fax at (628) 652-1109.

A request for a postponement (continuance) to delay an item to another meeting may be directed to the Commission Executive Officer by telephone or in writing. Before acting, the Executive Officer may refer certain requests to another City official for recommendation. Telephone requests must be confirmed in writing prior to the meeting. Immediately following the "Announcement of Changes" portion of the agenda at the beginning of the meeting, the Commission will consider a request for a postponement that has been previously denied. Appeals filed under Civil Service Commission Rule 111A Position-Based Testing shall be considered on the date it is calendared for hearing except under extraordinary circumstances and upon mutual agreement between the appellant and the Department of Human Resources.

F. Policy and Procedure on Hearing Items Out of Order

Requests to hear items out of order are to be directed to the Commission President at the beginning of the agenda. The President will rule on each request. Such requests may be granted with mutual agreement among the affected parties.

G. Procedure for Commission Hearings

All Commission hearings on disputed matters shall conform to the following procedures: The Commission reserves the right to question each party during its presentation and, in its discretion, to modify any time allocations and requirements.

If a matter is severed from the *Consent Agenda* or the *Ratification Agenda*, presentation by the opponent will be for a maximum time limit of five (5) minutes and response by the departmental representative for a maximum time limit of five (5) minutes. Requests by the public to sever items from the [*Consent Agenda* or] *Ratification Agenda* must be provided with justification for the record.

For items on the *Regular Agenda*, presentation by the departmental representative for a maximum time of five (5) minutes and response by the opponent for a maximum time limit of five (5) minutes.

For items on the *Separations Agenda*, presentation by the department followed by the employee or employee's representative shall be for a maximum time limit of ten (10) minutes for each party unless extended by the Commission.

Each presentation shall conform to the following:

1. Opening summary of case (brief overview);
2. Discussion of evidence;
3. Corroborating witnesses, if necessary; and
4. Closing remarks.

The Commission may allocate five (5) minutes for each side to rebut evidence presented by the other side.

H. Policy on Audio Recording of Commission Meetings

As provided in the San Francisco Sunshine Ordinance, all Commission meetings are audio recorded in digital form. These audio recordings of open sessions are available starting on the day after the Commission meeting on the Civil Service Commission website at www.sfgov.org/civilservice/.

I. Speaking before the Civil Service Commission

Speaker cards are not required. The Commission will take in-person public comment on all items appearing on the agenda at the time the item is heard. The Commission will take public comment on matters not on the Agenda, but within the jurisdiction of the Commission during the "Requests to Speak" portion of the regular meeting. Maximum time will be three (3) minutes. A subsequent comment after the three (3) minute period is limited to one (1) minute. The timer shall be in operation during public comment. Upon any specific request by a Commissioner, time may be extended. People who have received an accommodation due to a disability (as described below) may provide their public comments remotely. The Commission will also allow public comment from members of the public who choose to participate remotely. It is possible that the Commission may experience technical challenges that interfere with the ability of members of the public to participate in the meeting remotely. If that happens, the Commission will attempt to correct the problem, but may continue the hearing so long as people attending in-person are able to observe and offer public comment.

J. Public Comment and Due Process

During general public comment, members of the public sometimes wish to address the Civil Service Commission regarding matters that may come before the Commission in its capacity as an adjudicative body. The Commission does not restrict this use of general public comment. To protect the due process rights of parties to its adjudicative proceedings, however, the Commission will not consider, in connection with any adjudicative proceeding, statements made during general public comment. If members of the public have information that they believe to be relevant to a matter that will come before the Commission in its adjudicative capacity, they may wish to address the Commission during the public comment portion of that adjudicative proceeding. The Commission will not consider public comment in connection with an adjudicative proceeding without providing the parties an opportunity to respond.

K. Policy on use of Cell Phones, Pagers and Similar Sound-Producing Electronic Devices at and During Public Meetings

The ringing and use of cell phones, pagers and similar sound-producing electronic devices are prohibited at this meeting. Please be advised that the Chair may order the removal from the meeting room of any person(s) responsible for the ringing or use of a cell phone, pager, or other similar sound-producing electronic devices.

Information on Disability Access

The Civil Service Commission normally meets in Room 400 (Fourth Floor) City Hall, 1 Dr. Carlton B. Goodlett Place. However, meetings not held in this room are conducted in the Civic Center area. City Hall is wheelchair accessible. The closest accessible BART station is the Civic Center, located 2 ½ blocks from City Hall. Accessible MUNI lines serving City Hall are 47 Van Ness Avenue, 9 San Bruno and 71 Haight/Noriega, as well as the METRO stations at Van Ness and Market and at Civic Center. For more information about MUNI accessible services, call (415) 923-6142. Accessible curbside parking has been designated at points in the vicinity of City Hall adjacent to Grove Street and Van Ness Avenue.

The following services are available on request 48 hours prior to the meeting; except for Monday meetings, for which the deadline shall be 4:00 p.m. of the last business day of the preceding week. For American Sign Language interpreters or the use of a reader during a meeting, a sound enhancement system, and/or alternative formats of the agenda and minutes, please contact the Commission office to make arrangements for the accommodation. Late requests will be honored, if possible.

Individuals with severe allergies, environmental illness, multiple chemical sensitivity or related disabilities should call our ADA coordinator at (628) 652-1100 or email civilservice@sfgov.org to discuss meeting accessibility. In order to assist the City's efforts to accommodate such people, attendees at public meetings are reminded that other attendees may be sensitive to various chemical-based products. Please help the City to accommodate these individuals.

Know your Rights under the Sunshine Ordinance (Chapter 67 of the San Francisco Administrative Code)

Government's duty is to serve the public, reaching its decisions in full view of the public. Commissions, boards, councils, and other agencies of the City and County exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review. For more information on your rights under the Sunshine Ordinance or to report a violation of the ordinance, or to obtain a free copy of the Sunshine Ordinance, contact Victor Young, Administrator of the Sunshine Ordinance Task Force, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA 94102-4689 at (415) 554-7724, by fax: (415) 554-7854, by e-mail: soff@sfgov.org, or on the City's website at www.sfgov.org/bdsupvrs/sunshine.

San Francisco Lobbyist Ordinance

Individuals and entities that influence or attempt to influence local legislative or administrative action may be required by the San Francisco Lobbyist Ordinance (San Francisco Campaign and Governmental Conduct Code Section 2.100) to register and report lobbying activity. For more information about the Lobbyist Ordinance, please contact the San Francisco Ethics Commission at 25 Van Ness Ave., Suite 220, San Francisco, CA 94102, telephone (415) 252-3100, fax (415) 252-3112 and web site <https://sfethics.org/>.

CSC RECEIPT STAMP

Notifications

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MEMORANDUM

DATE: June 20, 2024
TO: Civil Service Commission
THROUGH: Carol Isen, Human Resources Director
FROM: Ardis Graham, Employee Relations Director
SUBJECT: Pilot PSC Review Process

On June 3, 2024, the Department of Human Resources (DHR) presented to the Civil Service Commission (CSC or Commission) an overview of the agreements within the jurisdiction of CSC reached through collective bargaining with labor unions with contracts expiring on June 30, 2024.

This presentation provides further information regarding the agreements reached with SEIU Local 1021, Citywide (SEIU) and IFPTE, Local 21 (Local 21) on Subcontracting of Work and outlines the timeline for establishing the procedures of the Pilot Personal Services Contracts (PSC) Review Process, to be implemented by July 1, 2025.

The Pilot PSC Review Process does not alter CSC's authority on PSC approvals but provides the Unions with an additional review process for PSCs, including a factfinder review, prior to the PSC being reviewed by the Commission. SEIU and Local 21 may each submit up to five PSCs for factfinder review per fiscal year. In the event a PSC is referred to factfinder review, the factfinder's recommendation will become part of the record for the Commission's consideration.

Prior to implementation of the Pilot PSC Review Process, the process for review of PSCs shall continue as set forth in the July 1, 2022 - June 30, 2024 MOUs. This pilot shall expire on June 30, 2027 unless the Parties mutually agree to extend it.

Pilot PSC Review Process

Labor Negotiations 2024

July 1, 2024
Civil Service Commission



- Pilot Timeline
- JLMC on City Contracting
- Steps of Pilot PSC Review Process
- Factfinder Hearing
- PSC Review Timeline



Pilot Timeline

- Unions: SEIU, Local 1021 and IFPTE, Local 21.
- Beginning no sooner than January 1, 2025, but no later than July 1, 2025.
- Pilot expires on June 30, 2027, unless the Parties mutually agree to extend it.
- Before Pilot Program implementation, current review of PSCs shall continue.



JLMC on City Contracting

- Establish procedures to implement the Pilot PSC Review Process.
 - Factfinder Selection
 - Schedule Factfinding hearing dates
- Review Pilot and make recommendations to:
 - Engage with Labor prior to entering into a PSC,
 - Improve the Pilot process,
 - Reporting requirements, and
 - Policies governing the way the City initiates PSCs

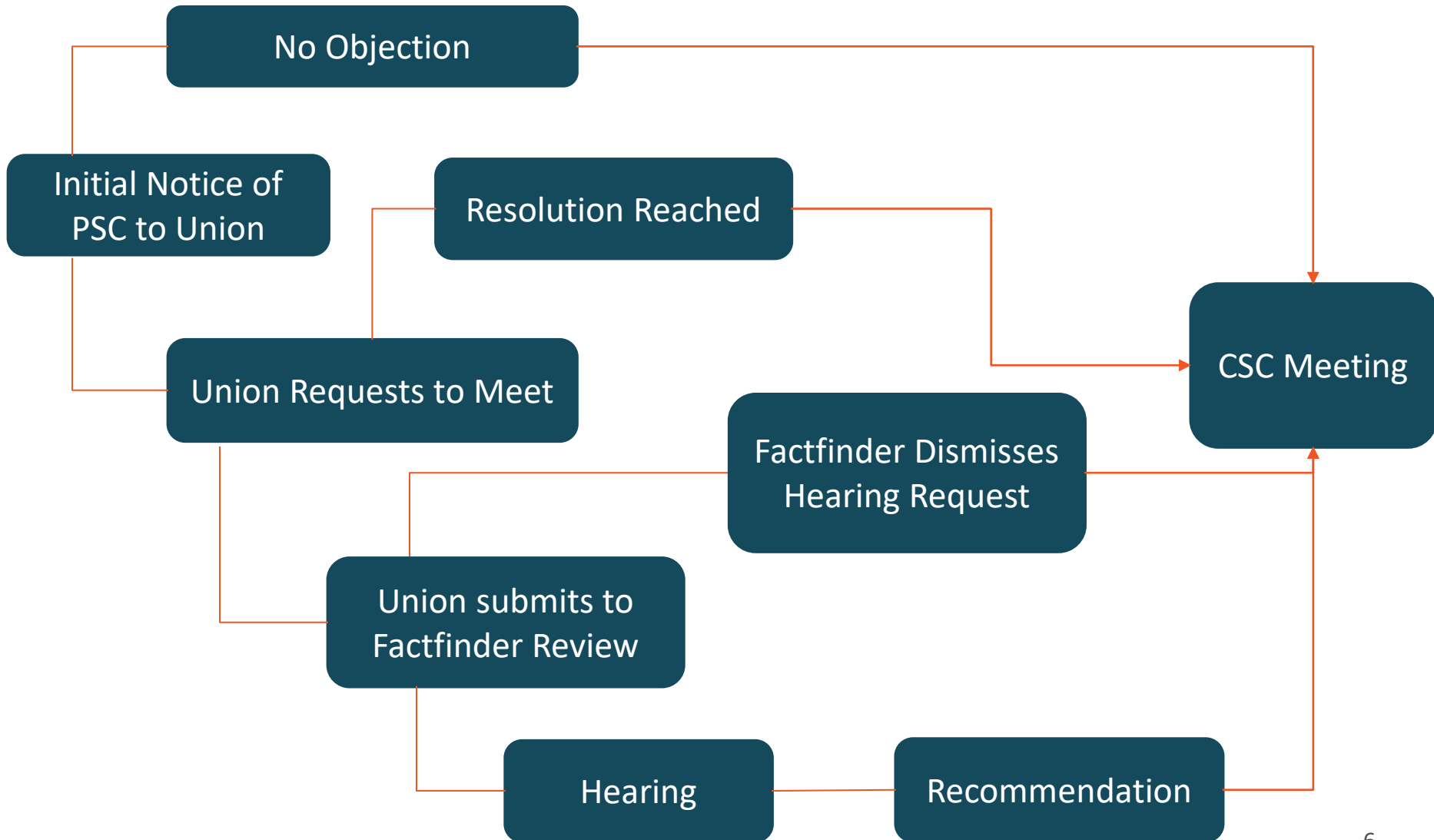


Steps of Pilot PSC Review

<u>Step</u>	<u>Summary</u>
1	Initial notice of PSC to Union. Union has ten (10) days to object.
2	No objection, PSC scheduled at next CSC Meeting Date.
3	If Union objects, meet within ten (10) calendar days of Step 1.
4	If objection not resolved, Union submits to Factfinder Initial Review
5	Factfinder Initial Review within five (5) days of Step 4.
6	If factfinder determines sufficient evidence to warrant hearing, it shall be scheduled at next factfinding hearing.
7	Factfinder recommendation issued within five (5) days of factfinding hearing. Can be extended to fourteen (14) days.
8	PSC scheduled at first CSC meeting date.



Steps of Pilot PSC Review





Factfinding Hearing

- DHR to notify CSC if a PSC is scheduled for hearing
 - Hearings held in expedited format
 - Two hearings prescheduled per month
 - SEIU and Local 21 may each submit 5 contracts to factfinding per year
- Factfinder recommendations:
 - Provided to CSC
 - To approve, deny, or modify
 - May include adoption of union proposals as an alternative to contracting out, and it may outline timelines and intermediate steps for remedying the disputed matter
 - Does not alter CSC's authority to approve PSCs or to amend its Policy on PSCs
- Factfinder fee split between the Parties



PSC Review Timeline

	Union Notification	Factfinder Review	Civil Service Submission	Total Days
<u>Pilot Review Timelines</u>				
If No Objection	10 days	n/a	11 days before meeting	21 days
Factfinder Review	10 days	34 days if hearing date is utilized	11 days before meeting	45 days
<u>Current Review Timelines</u>				
Local 21	30 Days	n/a	11 days before meeting	41 days
SEIU 1021	60 Days	n/a	11 days before meeting	71 days



Employee Relations

City and County of San Francisco
Department of Human Resources

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SEIU, Local 1021 Misc

UP008 – Contracting Out of Work (Mediators Proposal 4.10.24) Tentative Agreement

Date: _____

Time: _____

ARTICLE II – EMPLOYMENT CONDITIONS

C. ~~CONTRACTING OUT OF WORK~~ SUBCONTRACTING OF WORK

87. Due to the size of the bargaining unit and the diversity of the classifications and employees within the unit, which enable the employees to perform various services in the diverse communities served by the City, the Mayor and the Union agree that, for the term of this Agreement, the Mayor shall instruct the City's Department Heads over whom he has budgetary authority that:
88. The City ~~Department heads~~ shall not initiate ~~or and the Mayor shall not approve requests to~~ contracting out any routine work currently performed by existing employees represented by the Union; ~~and,~~
89. The City ~~Department heads~~ shall not lay off current bargaining unit members or eliminate existing bargaining unit positions as a result of contracting out.
90. This instruction shall not in any way affect (i) existing contracts (which shall include proposed contracts funded with monies appropriated in the 1996-97 budget), (ii) renewals, amendments or extensions of those contracts, or (iii) new contracts either for services already contracted out or arising from the City's receipt of new and/or additional federal, state, or grant funds designated for new or unique programs. However, such funds shall not include growth in general fund or enterprise revenues in force and effect at the time of the signing of this Agreement.
91. The Mayor agrees that it is not the intent of the City to use the contracting out process to avoid prevailing wages, compliance with MBE/WBE requirements, or payment of health or other benefits.
92. Notwithstanding any other provision of this section, the Mayor may propose pursuant to the City's standard procedures to contract out work currently performed by existing City employees (a) where external funding sources require the use of outside third parties to perform services; or (b) in emergency situations, as determined by the Mayor and upon a majority vote of the Board of Supervisors.
93. Should the Mayor determine that the restrictions contained in this section unduly interfere with a department's or the City's ability to provide appropriate services to the diverse communities within the City, the Mayor and the Union agree to meet in order to resolve the concerns. If the Mayor and the Union cannot mutually agree, the matter shall be submitted to an arbitrator,

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Employee Relations

City and County of San Francisco
Department of Human Resources

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SEIU, Local 1021 Misc

selected pursuant to the provisions of Article IV (Grievance Procedure) of this Agreement, who shall decide the issue of whether a proposal to contract out work may be initiated by the Mayor.

94. The City agrees that it will not assign work currently performed by SEIU-represented employees to any other bargaining unit.
95. The City agrees that only City employees are authorized to hire, fire, execute performance evaluations, and discipline SEIU-represented employees.

Required Notice to the Union on Prop J Contracts

96. The City shall deliver to the Union no later than sixty (60) days prior to issuing any "Invitation for Bid" or "Request for Proposal" a report explaining the proposed change, an explanation of reasons for the change, and the effect on represented classes.
97. The Union shall respond within twenty-one (21) days from the date of receipt of the above information with a request to meet.
98. The City agrees to discuss and attempt to resolve issues relating to:
99. Possible alternatives to subcontracting;
100. Questions regarding current and intended levels of service;
101. Questions regarding the Controller's certification pursuant to Charter Section 10.104(15);
102. Questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio;
103. Questions relating to the effect on individual worker productivity by providing labor saving devices; and
104. Questions regarding services supplied by the City to the Contractor.
105. The City agrees that it will take all appropriate steps to ensure the presence at said meetings of those officers and employees (excluding the Board of Supervisors) of the City who are responsible in some manner for the decision to contract out so that the particular issues may be fully explored by the Union and the City.

Non Prop J (Personal Services Contracts)

106. ~~At the time the City issues a Request for Proposals ("RFP")/Request for Qualifications ("RFQ"), or sixty (60) days prior to the submission of a non Prop J (personal services contract) request to the Department of Human Resources and/or the Civil Service Commission, whichever occurs first, the City shall notify the Union of any non Prop J (personal services contracts), including a copy of the~~

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~~draft personal services contract summary form, where such services could potentially be performed by represented classifications.~~

107. ~~If the Union wishes to meet with a department over a proposed non Prop J (personal services contract), the Union must make its request to the appropriate department within twenty-one (21) days after the Union's receipt of the department's notice.~~
108. ~~Upon the request of the Union, the City agrees to discuss and attempt to resolve issues relating to:~~
109. ~~———— Possible alternatives to subcontracting;~~
110. ~~———— Questions regarding current and intended levels of service;~~
111. ~~———— Questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio;~~
112. ~~———— Questions relating to the effect on individual worker productivity by providing labor saving devices; and~~
113. ~~———— Questions regarding services supplied by the City to the Contractor.~~
114. ~~Upon request by the 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.~~
115. ~~The City agrees that it will take all appropriate steps to ensure the presence at said meetings of those officers and employees (excluding the Board of Supervisors and other boards or commissions) of the City who are responsible in some manner for the decision to contract out so that the particular issues may be fully explored by the Union and the City.~~
116. ~~The City shall also provide advance notice of at least sixty (60) days to the Union of all amendments to existing non Prop J contracts valued at more than \$100,000 where such services could potentially be performed by represented classifications. At the request of the Union, the City shall meet to discuss with the Union the topics set forth above, in paragraphs 109 through 113.~~
117. ~~The Mayor agrees to instruct department heads over whom he has budgetary authority not to initiate non Prop J contracts for a term exceeding one (1) year, except as otherwise approved by the Mayor, after notice to and consultation with the Union. This provision shall apply only to contracts for services which could otherwise be performed by represented classifications.~~
118. ~~The City agrees to provide the Union 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.~~

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- 118a. The parties recognize that the use of contracting out for personal services should be used for limited reasons. "Prop J" contracts are covered by the "Prop J" paragraphs of the MOU and not the following paragraphs.
- 118b. Contracting for work customarily performed by bargaining unit employees is permissible under limited circumstances described in the Civil Service Commission's December 19, 2023, Policy on Personal Service Contracts, as may be amended¹, or when otherwise required by federal, state, or local law or requirements of court decisions or orders.
- 118c. For purposes of this article, work customarily performed by bargaining unit employees is work performed by classifications within the unit. The City agrees that only City employees are authorized to hire, fire, execute performance evaluations, and discipline SEIU Local 1021-represented employees.
- 118d. The City shall not displace current bargaining unit members as a result of contracting out. The term "displace" includes laying off, demoting, involuntarily transferring to a new class or location, reducing the hours for current bargaining unit members. Displacement does not include changes in shifts or days off, nor does it include reassignment to other positions within the same class and general location.
- 118e. Section III.A of the Civil Service Commission's December 19, 2023, Policy on Personal Service Contracts, as may be amended², sets forth the circumstances in which services customarily performed by bargaining unit employees may be contracted out. Contracting out should be used sparingly and treated as an option of last resort, not as a means to replace employees with contractors. Factors that may be considered appropriate for contracting out include but are not limited to the following:
- a. Immediately needed services to address unanticipated or transitional situations, or services needed to address urgent situations that do not rise to the level of an "emergency";
 - b. Short-term or capital projects requiring diverse skills, expertise, and/or knowledge;
 - c. Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload); or
 - d. Circumstances where there is a demonstrable potential conflict of interest (e.g., independent appraisals, audits, inspections, third party reviews and evaluations).

PILOT PERSONAL SERVICES CONTRACT REVIEW PROCESS

- 118f. The Union and City agree to a pilot PSC notification and review program as described in this paragraph 118f beginning no sooner than January 1, 2025, but no later than July 1, 2025. This pilot program shall expire on June 30, 2027 unless the Parties mutually agree to extend it. Prior to implementation of this new process, the process for review of personal services contracts shall continue as set forth in the July 1, 2022- June 30, 2024 MOUs between the

¹ Neither party is waiving any arguments as to whether revisions to the policy are subject to the meet and confer process.

² Neither party is waiving any arguments as to whether revisions to the policy are subject to the meet and confer process.

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Employee Relations

City and County of San Francisco
Department of Human Resources

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SEIU, Local 1021 Misc

City and SEIU 1021 (paragraphs 106-118).

- a. Prior to submission of a personal service contract request to the Department of Human Resources and/or Civil Service Commission or at the time the City issues a solicitation for work customarily performed by bargaining unit employees, whichever occurs first, the City shall provide notice to the Union with the following information:
 - i. The anticipated duration of the contract;
 - ii. The scope of work under the contract;
 - iii. The final solicitation, if published or if no solicitation exists or will be used, any other information that would normally be included in a solicitation; and
 - iv. The reason, as set forth in the Civil Service Commission's Policy on Personal Service Contracts as amended from time to time or others, that the City is relying on as justification for its contracting decision.
- b. The Union shall have ten (10) calendar days to request to meet with the City over the proposed contract after receiving the notice required by paragraph 118f.a. Discussions shall include, but not be limited to, possible alternatives to contracting or subcontracting, whether the department staff has the expertise and/or facilities to perform the work, and steps the City has taken to address job vacancies. Upon request by the 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. The Union and City shall conduct such meeting no later than ten (10) calendar days from the date the Union requested to meet. If the City is unable to meet within ten (10) calendar days, the timeline for the Union to commence the Fact-Finding Review set forth in paragraph 118f.c.ii will be tolled by another ten (10) calendar days.
- c. Fact-Finder Review: For disputes that cannot be resolved through the meeting contemplated in paragraph 118f.b, the Union may utilize the Fact-Finder Review outlined in this paragraph 118f.c five (5) times per year. The number of times the Union may utilize the Fact Finder Review may be increased by mutual agreement of the parties.
 - i. If, following the meeting contemplated in paragraph 118f.b, a dispute exists between the Parties about whether the City may contract out work customarily performed by bargaining unit employees, the Union may submit the matter to Fact-Finding Review.
 - ii. To commence the Fact-Finding Review, within five (5) calendar days following the meeting contemplated in paragraph 118f.b, the Union must make a written objection to the Human Resources Director, containing specific and detailed factual information to support its opposition to the proposed personal service contract, and documentary evidence or declarations in support of the Union's position.
 - iii. A standing factfinder or factfinder(s) will be appointed to address disputes submitted under this Paragraph 118f.c, and the Parties will preschedule at least

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- two (2) days per month for such hearings. The Parties will mutually agree on a list of factfinder(s) prior to the commencement of the Fact-Finding Review process. The Parties agree to split the factfinders' fees.
- iv. Within five (5) calendar days of the Union's request for a Fact-Finding Review, the factfinder shall review the evidence submitted by the Union under subparagraph (c.ii) and determine whether sufficient evidence exists to warrant a hearing on the dispute. The factfinder shall make a determination based on the evidence provided by the parties. If the factfinder determines that the Union has not submitted sufficient evidence, the factfinder shall dismiss the Union's request for a hearing.
- v. If the factfinder determines that the Union has submitted sufficient evidence to warrant a hearing, the factfinding hearing will occur on the next prescheduled hearing date. This hearing shall follow the generally accepted rules and structure of expedited hearings, however, the parties agree that either party may be represented by legal counsel.
- vi. The factfinder(s) will address whether the circumstances described by the City as the basis for contracting out exist. The factfinder(s) shall recommend whether the contracting out proposal shall be approved, denied or modified. The factfinder may also recommend the adoption of any proposals the union presents as an alternative to contracting out. The factfinder's recommendation may also outline timelines and intermediate steps for remedying the disputed matter.
- vii. The factfinder must provide any recommendations to the Parties within five (5) calendar days of hearing the dispute; however, the factfinder may extend the time for providing recommendations up to fourteen (14) calendar days. The Parties will make the factfinder's recommendation a part of the record before the Civil Service Commission prior to the Commission's hearing on the disputed personal service contract or to the Human Resources Director in accordance with the Civil Service Commission's December 19, 2023 Policy on Personal Service Contracts, as may be amended³.
- viii. Best efforts shall be made to complete the Fact-Finding Review within sixty (60) calendar days after the Union makes its written objection under subparagraph 118f.(c).
- ix. The City shall not be required to engage in the Fact-Finding Review outlined in Paragraph 118f.(c) should the Union fail to comply with the deadlines outlined in Paragraphs 118f.(b) and 118f.(c).
- x. Submission of a dispute to a factfinder under this pilot program does not alter the Civil Service Commission's authority to consider and decide whether to approve personal service contracts or to amend its Policy on Personal Services Contracts.

³ Neither party is waiving any arguments as to whether revisions to the policy are subject to the meet and confer process.

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- d. The process and timeline identified in paragraphs 118f.a, 118f.b, and 118f.c are further outlined as follows:

<u>Step</u>	<u>Summary</u>	<u>Timeline</u>
<u>1</u>	<u>PSC submission</u>	
<u>2</u>	<u>Initial objection to PSC by Union</u>	<u>Within ten (10) calendar days of Step 1.</u>
<u>3</u>	<u>If Union objects pursuant to Step 2, required meeting between City and Union</u>	<u>If no informal objection, proceed to Step 8.</u> <u>Within ten (10) calendar days of Step 2.</u>
<u>4</u>	<u>If initial objection not resolved pursuant to Step 3, written objection by Union requesting Fact Finder Initial Review</u>	<u>Within five (5) calendar days of Step 3.</u>
<u>5</u>	<u>Fact-Finder Initial Review.</u>	<u>Within five (5) days of Step 4.</u>
<u>6</u>	<u>Factfinding Hearing, if factfinder determines sufficient evidence to warrant such hearing</u>	<u>Next regularly-scheduled factfinding hearing.</u>
<u>7</u>	<u>Fact Finder recommendation</u>	<u>Within five (5) days of factfinding hearing, but can be extended to fourteen (14) days.</u>
<u>8</u>	<u>CSC Meeting Date</u>	<u>If no initial objection, first CSC Meeting upon conclusion of Step 2.</u> <u>OR,</u> <u>if Fact-Finder Review involved, first CSC meeting date following conclusion of Factfinding.</u>

- e. The Controller shall advise on any process safeguards or other requirements necessary to ensure public integrity in contracting decisions.

118g. Should the Pilot Personal Services Contract Review Process not be renewed pursuant to paragraph 118f.c, or be cancelled upon mutual agreement of both parties prior to the Pilot end date identified in paragraph 118f.c, the Union PSC notification and review process reverts to the process for review of personal services contracts as set forth in the July 1, 2022- June 30, 2024 MOUs between the City and SEIU 1021 (paragraphs 106-118).

118h. By January 1, 2025, DHR shall maintain an online vacancy dashboard that is updated monthly. The dashboard will list all budgeted and filled positions by classification and department.

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Joint Labor Management Committee on Personal Service Contracts

119. ~~The City and the PEC shall form a joint labor management committee on personal service and construction/maintenance contracts to do the following:~~
120. ~~1. 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.~~
121. ~~2. Explore establishing workload forecasting by city departments.~~
122. ~~3. Review PSC processes, form(s) and tracking of PSCs, and RFP notice requirements and recommend improvements.~~
123. ~~4. 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.~~
124. ~~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.~~

124a. The City and the Union shall form a JLMC on City Contracting. The JLMC shall establish procedures to implement the Pilot Personal Services Contract Review Process. The JLMC shall also review and make recommendations regarding the process of engaging Labor prior to entering into a City contract. On an on-going basis, the JLMC will review data on Personal Service Contract approvals, City contract spending, benchmarking best practices, and the effectiveness of the Pilot PSC Review Program described in Paragraph 118f. Based on the information provided, the JLMC will make recommendations to improve the process, reporting requirements, and policies governing the way that the City initiates the PSC process. Any disputes regarding violations of the PSC process shall be resolved by the JLMC and not by the grievance provision of this Agreement. The committee will include no more than 8 members, 4 from the City and 4 from the Union, and will meet every other month for 1 year, to make recommendations, and annually thereafter for the term of this contract.

124b. This article shall be interpreted consistent with and shall not conflict with the Charter.

Grants

125. The City shall deliver to the Union a summary of any proposed grant agreement no later than sixty (60) days prior to the submission of the proposed grant agreement to any departmental

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commission or other approving authority for authorization to enter into any such agreement, the essential services of which could be performed by SEIU-represented classifications.

126. It is not the intent of the City to use the grant issuance process to avoid application of the subcontracting limitations of this Agreement.

127. Upon the request of the Union, the City agrees to discuss and attempt to resolve issues relating to:

128. Possible alternatives to subcontracting;

129. Questions regarding current and intended levels of service;

130. Questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio;

131. Questions relating to the effect on individual worker productivity by providing labor saving devices; and

132. Questions regarding services supplied by the City to the Contractor.

Volunteers, SWAP, CAL WORKS, CAAP Workfare, Or Others Not Covered By This Agreement

133. The City shall not use paid or unpaid volunteers, SWAP, CAL WORKS, CAAP Workfare, or similar programs to displace Bargaining Unit employees. The City will not keep authorized budgeted positions vacant, nor is it the intent of City Departments to initiate the reduction of the number of budgeted positions, for the purposes of using Volunteers, SWAP, CAL WORKS, CAAP Workfare or similar programs.

134. Each quarter the City will supply the Union an accounting, by department and work location, of the hours worked by CAL WORKS, CAAP or SWAP workers.

Sworn Police Officers

135. The City may temporarily assign sworn police officers to perform bargaining unit work in the event of an emergency situation or for short-term purposes in order to comply with the medical restrictions upon the police officer. These assignments shall not be made for the purpose of, or with the affect of, holding vacant, and unfilled, bargaining unit positions, or to displace SEIU-represented employees.

Severance/Retraining

136. Represented employees shall have one (1) week of severance pay for each year of permanent service. If a permanent employee is to be laid off because of subcontracting, the employee shall select one of the following irreversible options.

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137. 1. Take severance in one payment eliminating automatic recall rights;
138. 2. Take severance as regular bi-weekly payments; retraining if offered by the City; placement on re-call list until severance is exhausted in which event the employee's automatic recall rights are eliminated;
139. 3. Utilize City-wide bumping rights according to the provisions elsewhere in this agreement. If employee is placed on the holdover list the employee shall receive severance pay for any period in which the employee suffers a loss of pay according to this severance entitlement.

Tentative Agreement:

FOR THE CITY


Dania Torres Wong

4/22/24
Date

FOR THE UNION


Nato Green

4/30/24
Date

APPROVED AS TO FORM


Carlos Almendarez

4/22/2024
Date

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Engineers, Local 21

TA - UP001 – Subcontracting of Work

Date: _____

Time: _____

TENTATIVE AGREEMENT

Article II – Employment Conditions

Section II.E. Subcontracting of Work

1. "Prop J." Contracts

104. The City agrees to notify the Union no later than the date a department files "Prop J" legislation with the Clerk of the Board.

105. Upon request by the 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. Prior to any final action being taken by the City to accomplish the contracting out, the City agrees to hold informational meetings with the Union to discuss and attempt to resolve issues relating to such matters including, but not limited to,

- a. possible alternatives to contracting or subcontracting;
- b. questions regarding current and intended levels of service;
- c. questions regarding the Controller's certification pursuant to Charter Sections 8.300-1 — 10.104.15;
- d. questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio; and
- e. questions relating to the effect on individual worker productivity by providing labor saving devices.

106. The City agrees that it will take all appropriate steps to insure the presence at said meetings of those officers and employees (excluding the Board of Supervisors) of the City who are responsible in some manner for the decision to contract so that the particular issues may be fully explored by the Union and the City.

2. Personal Services Contracts

107. ~~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 personal services contract ("PSC") request to the Department of Human Resources and/or the Civil Service Commission, whichever occurs first, the City shall notify the Union of any PSC(s), including a copy of~~

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~~the draft PSC summary form, where such services could potentially be performed by represented classifications.~~

108. ~~If the Union wishes to meet with a department over a proposed personal services contract, the request must be made by the Union to the Human Resources Director with a copy forwarded to the appropriate department within 14 calendar days after the receipt of notice from the department. Discussions shall include, but not be limited to, 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 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. If the Union and the City have not completed discussions within the 30-day notice period, at the Union's request, the City shall extend the discussion period for an additional 14 calendar days before the department moves the request forward to the Department of Human Resources.~~
109. ~~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 and other boards and commissions) who are responsible for the contracting-out decision(s) are present at the meeting(s) referenced in section II.E.(1) of the Agreement.~~
110. ~~The City agrees to provide the Union with notice(s) of departmental commissions and Civil Service Commission meetings during which proposed PSCs are calendared for consideration, where such services could potentially be performed by represented classifications.~~
111. ~~Where the City engages a vendor for specialty consultant services, the City will work with the Union to identify knowledge transfer opportunities and the City will make reasonable efforts to ensure that specialty consultant contracts include sufficient funding for knowledge transfer to affected City employees.~~
112. ~~The parties acknowledge existing policies and procedures which place restrictions on the use of personal services contracts for work that could potentially be performed by represented classifications.~~
113. ~~The City and Local 21 expressly reserve their rights with regard to the parties' contentions over whether such policies and procedures are or are not within the scope of bargaining under Charter Section A8.409. Nothing in this or the preceding paragraph shall be deemed a waiver by either party of its position on those contentions.~~

106a. The City shall not initiate or approve contracting out any routine work currently performed by existing employees represented by the Union.

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- 106b. The City shall not lay off current bargaining unit members or eliminate existing bargaining unit positions as a result of contracting out.
- 106c. The parties recognize that the use of contracting out for personal services should be used for limited reasons. "Prop J" contracts are covered by the "Prop J" paragraphs of the MOU and not the following paragraphs.
- 106d. Contracting for work customarily performed by bargaining unit employees is permissible under limited circumstances described in the Civil Service Commission's December 19, 2023 Policy on Personal Service Contracts, as may be amended¹, or when otherwise required by federal, state, or local law or requirements of court decisions or orders.
- 106e. For purposes of this article, work customarily performed by bargaining unit employees is work performed by classifications within the unit. The City agrees that only City employees are authorized to hire, fire, execute performance evaluations, and discipline IFPTE, Local 21-represented employees.
- 106f. The City shall not displace current bargaining unit members as a result of contracting out. The term "displace" includes laying off, demoting, involuntarily transferring to a new class or location, reducing the hours for current bargaining unit members. Displacement does not include changes in shifts or days off, nor does it include reassignment to other positions within the same class and general location.
- 106g. Section III.A of the Civil Service Commission's December 19, 2023 Policy on Personal Service Contracts, as may be amended², sets forth the circumstances in which services customarily performed by bargaining unit employees may be contracted out. Contracting out should be used sparingly and treated as an option of last resort, not as a means to replace employees with contractors. Factors that may be considered appropriate for contracting out include but are not limited to the following:
- a. Immediately needed services to address unanticipated or transitional situations, or services needed to address urgent situations that do not rise to the level of an "emergency";
 - b. Short-term or capital projects requiring diverse skills, expertise, and/or knowledge;
 - c. Services required on an as-needed, intermittent, or periodic basis (e.g., peaks in workload); or

¹ Neither party is waiving any arguments as to whether revisions to the policy are subject to the meet and confer process.

² Neither party is waiving any arguments as to whether revisions to the policy are subject to the meet and confer process.

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- d. Circumstances where there is a demonstrable potential conflict of interest (e.g., independent appraisals, audits, inspections, third party reviews and evaluations).

PILOT PERSONAL SERVICES CONTRACT REVIEW PROCESS

106h. The Union and City agree to a pilot PSC notification and review program as described in this paragraph 106h beginning no sooner than January 1, 2025 but no later than July 1, 2025. This pilot program shall expire on June 30, 2027 unless the Parties mutually agree to extend it. Prior to implementation of this new process, the process for review of personal services contracts shall continue as set forth in the July 1, 2022 - June 30, 2024 MOUs between the City and IFPTE, Local 21 (paragraphs 107-113).

- a. Prior to submission of a personal service contract request to the Department of Human Resources and/or Civil Service Commission or at the time the City issues a solicitation for work customarily performed by bargaining unit employees, whichever occurs first, the City shall provide notice to the Union with the following information:

i. The anticipated duration of the contract;

ii. The scope of work under the contract;

iii. The final solicitation, if published or if no solicitation exists or will be used, any other information that would normally be included in a solicitation; and

iv. The reason, as set forth in the Civil Service Commission's Policy on Personal Service Contracts as amended from time to time or others, that the City is relying on as justification for its contracting decision.

- b. The Union shall have ten (10) calendar days to request to meet with the City over the proposed contract after receiving the notice required by paragraph 106h.a. Discussions shall include, but not be limited to, possible alternatives to contracting or subcontracting, whether the department staff has the expertise and/or facilities to perform the work, and steps the City has taken to address job vacancies. Upon request by the 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. The Union and City shall conduct such meeting no later than ten (10) calendar days from the date the Union requested to meet. If the City is unable to meet within ten (10) calendar days, the timeline for the Union to commence the Fact-Finding Review set forth in paragraph 106h.c.ii will be tolled by another ten (10) calendar days.

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- c. Fact-Finder Review: For disputes that cannot be resolved through the meeting contemplated in paragraph 106h.b, the Union may utilize the Fact-Finder Review outlined in this paragraph 106h.c five (5) times per year. The number of times the Union may utilize the Fact Finder Review may be increased by mutual agreement of the parties.
- i. If, following the meeting contemplated in paragraph 106h.b, a dispute exists between the Parties about whether the City may contract out work customarily performed by bargaining unit employees, the Union may submit the matter to Fact-Finding Review.
 - ii. To commence the Fact-Finding Review, within five (5) calendar days following the meeting contemplated in paragraph 106h.b, the Union must make a written objection to the Human Resources Director, containing specific and detailed factual information to support its opposition to the proposed personal service contract, and documentary evidence or declarations in support of the Union's position.
 - iii. A standing factfinder or factfinder(s) will be appointed to address disputes submitted under this Paragraph 106h.c, and the Parties will preschedule at least two (2) days per month for such hearings. The Parties will mutually agree on a list of factfinder(s) prior to the commencement of the Fact-Finding Review process. The Parties agree to split the factfinders' fees.
 - iv. Within five (5) calendar days of the Union's request for a Fact-Finding Review, the factfinder shall review the evidence submitted by the Union under subparagraph (c.ii) and determine whether sufficient evidence exists to warrant a hearing on the dispute. The factfinder shall make a determination based on the evidence provided by the parties. If the factfinder determines that the Union has not submitted sufficient evidence, the factfinder shall dismiss the Union's request for a hearing.
 - v. If the factfinder determines that the Union has submitted sufficient evidence to warrant a hearing, the factfinding hearing will occur on the next prescheduled hearing date. This hearing shall follow the generally accepted rules and structure of expedited hearings, however, the parties agree that either party may be represented by legal counsel.
 - vi. The factfinder(s) will address whether the circumstances described by the City as the basis for contracting out exist. The factfinder(s) shall recommend whether the contracting out proposal shall be approved, denied or modified. The factfinder may also recommend the adoption of any proposals the union

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presents as an alternative to contracting out. The factfinder's recommendation may also outline timelines and intermediate steps for remedying the disputed matter.

vii. The factfinder must provide any recommendations to the Parties within five (5) calendar days of hearing the dispute; however, the factfinder may extend the time for providing recommendations up to fourteen (14) calendar days. The Parties will make the factfinder's recommendation a part of the record before the Civil Service Commission prior to the Commission's hearing on the disputed personal service contract or to the Human Resources Director in accordance with Civil Service Commission's December 19, 2023 Policy on Personal Service Contracts, as may be amended³.

viii. Best efforts shall be made to complete the Fact-Finding Review within sixty (60) calendar days after the Union makes its written objection under subparagraph 106h (c).

ix. The City shall not be required to engage in the Fact-Finding Review outlined in Paragraph 106h.c should the Union fail to comply with the deadlines outlined in Paragraphs 106h.b and 106h.c.

x. Submission of a dispute to a factfinder under this pilot program does not alter the Civil Service Commission's authority to consider and decide whether to approve personal service contracts or to amend its Policy on Personal Services Contracts.

d. The process and timeline identified in paragraphs 106h.a, 106h.b, and 106h.c are further outlined as follows:

<u>Step</u>	<u>Summary</u>	<u>Timeline</u>
<u>1</u>	<u>PSC submission</u>	
<u>2</u>	<u>Initial objection to PSC by Union</u>	<u>Within ten (10) calendar days of Step 1.</u> <u>If no informal objection, proceed to Step 8.</u>
<u>3</u>	<u>If Union objects pursuant to Step 2, required meeting between City and Union</u>	<u>Within ten (10) calendar days of Step 2.</u>

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<u>4</u>	<u>If initial objection not resolved pursuant to Step 3, written objection by Union requesting Fact Finder Initial Review</u>	<u>Within five (5) calendar days of Step 3.</u>
<u>5</u>	<u>Fact-Finder Initial Review.</u>	<u>Within five (5) days of Step 4.</u>
<u>6</u>	<u>Factfinding Hearing, if factfinder determines sufficient evidence to warrant such hearing</u>	<u>Next regularly-scheduled factfinding hearing.</u>
<u>7</u>	<u>Fact Finder recommendation</u>	<u>Within five (5) days of factfinding hearing, but can be extended to fourteen (14) days.</u>
<u>8</u>	<u>CSC Meeting Date</u>	<u>If no initial objection, first CSC Meeting upon conclusion of Step 2.</u> <u>OR,</u> <u>if Fact-Finder Review involved, first CSC meeting date following conclusion of Factfinding.</u>

- e. The Controller shall advise on any process safeguards or other requirements necessary to ensure public integrity in contracting decisions.
107. Should the Pilot Personal Services Contract Review Process not be renewed pursuant to paragraph 106h, or be cancelled upon mutual agreement of both parties prior to the Pilot end date identified in paragraph 106h, the Union PSC notification and review process reverts to the process for review of personal services contracts as set forth in the July 1, 2022 - June 30, 2024 MOUs between the City and IFPTE, Local 21 (paragraphs 107-113).
108. By January 1, 2025, DHR shall maintain an online vacancy dashboard that is updated monthly. The dashboard will list all budgeted and filled positions by classification and department.
109. Joint Labor Management Committee on Personal Service Contracts. The City and the Union shall form a JLMC on City Contracting. The JLMC shall establish procedures to implement the Pilot Personal Services Contract Review Process. The JLMC shall also review and make recommendations regarding the process of engaging Labor prior to entering into a City contract. On an on-going basis, the JLMC will review data on Personal Service Contract approvals, City contract spending, benchmarking best practices, and the effectiveness of the Pilot PSC Review Program described in Paragraph 106h. Based on the information provided, the JLMC will make recommendations to improve the process, reporting requirements, and policies governing the way that the City initiates the PSC process. Any disputes regarding violations of the PSC process shall be resolved by the JLMC and not by

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