



CITY WIDE LABOR MANAGEMENT COMMITTEE LETTER OF AGREEMENT

1. The City and the Union (each separately a “party,” together “the parties”) understand and agree that it is the objective of all parties to provide quality services to residents in a work environment that is safe for employees and in which employees’ collective concerns about their terms and conditions of employment are discussed and addressed. To promote these shared goals, the parties agree to establish a City-Wide Labor Management Committee for [UNION]-represented employees (the “[UNION]-City LMC”). For the duration of this Letter of Agreement, up through June 30, 2031, this Committee will replace any existing labor management committee intended to address citywide matters. Either party may bring Citywide issues directly to this committee. Either party may bring issues subject to other existing committees to this committee only after the issues have been first heard by the relevant committee and were not resolved. ~~This does not replace existing committees. This committee shall not hear individual personnel matters or issues subject to the grievance procedure.~~
2. Membership: The [UNION]-City LMC shall be composed of an equal number of participants appointed by the Union and by the City, as mutually agreed upon by the parties, but shall not exceed twelve (12) participants. Additional subject matter experts shall be permitted to attend meetings as necessary. Consistent with MOU provisions regarding release time, bargaining unit employees (including any union subject matter experts) shall be released in advance of any [UNION]-City LMC meeting for reasonable caucus time and to attend the meeting; and employees shall not lose any wages or benefits for their attendance at the meeting.
3. Meeting: The [UNION]-City LMC shall meet ~~on a monthly basis~~ every two months starting the month following ratification of this Letter of Agreement. The meetings shall ~~normally~~ be regularly scheduled for ~~the third Wednesday~~ a specified day of each meeting month, unless the parties mutually agree to a different date in the month ~~is mutually agreed upon by the City and the Union~~. No later than seven (7) calendar days ~~prior to~~ before the scheduled meeting, the City and the Union shall provide each other with their proposed agenda items in writing to be discussed at the meeting. Other items shall not be discussed absent mutual agreement. If the City’s Department of Human Resources, Employee Relations Division does not receive the Union’s proposed agenda items seven (7) days in advance, the City may cancel the meeting. The parties may also agree not to meet if neither party has issues to discuss. The parties shall meet and confer to attempt to come agreement on Citywide LMC ground rules. Meetings shall be rotated between the parties’ office locations, unless the parties agree otherwise. The meetings shall be scheduled to last at least one (1) hour and in no event shall they last more than three (3) hours, unless the parties mutually agree to extend the meeting. The parties may agree to continue an agenda item discussion to the following meeting.

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## Employee Relations

City and County of San Francisco  
Department of Human Resources

4. Purpose: The purpose of the [UNION]-City LMC is to discuss and address issues surrounding [UNION]-represented employees' terms and conditions of employment in a constructive manner. ~~The [UNION]-City LMC members~~ Each party will ~~investigate or otherwise do their due diligence to learn about~~ be prepared to substantively discuss the concerns that are brought to their attention ~~items on their proposed agenda and attempt to make unanimous recommendations to address the concerns~~ bring concrete examples.
5. Dispute Resolution: At all times the [UNION]-City LMC shall try to resolve issues through ~~unanimous consensus~~ mutual agreement. ~~In the event If there is no consensus~~ mutual agreement, either party may request in writing within ~~two (2) week~~ fourteen (14) calendar days after the last meeting at which the issue was discussed, that the issue be submitted to mediation. The Mediator shall ~~be asked to meet only with the members of the [UNION]-City LMC within fourteen (14) days or as soon as the Mediator is available at a location agreed to by the parties~~ attend the next scheduled LMC meeting for which the Mediator is available. The Mediator shall ~~be empowered to~~ listen to the parties' respective positions and ~~to make an oral recommendation to the members of the [UNION]-City LMC at the conclusion of the mediation, or no later than one (1) week after, unless the parties mutually agree to give the Mediator additional time. The decision issued by the Mediator's~~ recommendation shall be deemed advisory in nature. The members of the [UNION]-City LMC may, by majority vote of all twelve (12) core members of the [UNION]-City LMC, recommend parties may agree implementation of to implement the Mediator's recommendation and if they decide to do so, the parties shall thereafter work together to make that implementation successful. ~~If the Mediator's recommendation is not approved by a majority of the [UNION]-City LMC members, that matter may be revisited by the [UNION]-City LMC at a later date if mutually agreed to by the parties. Recommendations or decisions of the Mediator must be consistent with the San Francisco Charter, Codes, Civil Service Rules, City policies, and provisions of this Letter of Agreement. Recommendations or decisions shall not be grievable under the grievance procedure contained in this Letter of Agreement.~~
6. Mediator: ~~A-The party timely requesting mediation shall request a~~ Mediator shall ~~be requested from the State Mediation and Conciliation Service unless the parties mutually agree to a Mediator. No transcript or other recording of the mediation shall be made, and the mediation shall be considered a part of the [UNION]-City LMC process. The matters discussed at mediation shall be confidential and not subject to disclosure in any subsequent proceeding. Under no circumstances shall a Mediator be required to testify concerning the mediation. If there is a cost for the services of the Mediator, t~~The parties shall jointly bear that the expense cost of the Mediator, as well as all other costs associated with the mediation.
7. Resolution through Mayor: ~~The parties agree~~ Each party may to submit ~~[STATE A NUMBER]~~ no more than three (3) unresolved issues to the Mayor and Director of Human Resources.

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~~(such individuals shall participate and work together)~~ for final **resolution** determination [STATE A NUMBER] **only two (2)** times per fiscal year **(i.e. only two submissions per year for up to six issues)**. ~~The Union~~ **The parties** will submit the [STATE A NUMBER] (#) unresolved issues **in writing** two (2) weeks in advance of the meeting so the Mayor and Director of Human Resources can be prepared. **Recommendations or decisions of the Mayor and Human Resources Director shall not be grievable under the grievance procedure contained in this Memorandum of Understanding. Under no circumstances shall the Mayor or the Director of Human Resources be required to testify concerning the meeting or their recommendation.**

8. Enforcement: The parties agree that either party may file a grievance regarding any failure by the other party to fulfill any procedural obligation that arises under this. Grievances under this provision shall **commence at Step IV** ~~commence at Step IV.~~ **There shall be no monetary remedies for any violation of this Letter of Agreement.**

9. Nothing in this **Letter of Agreement** ~~provision~~ shall abridge or otherwise modify any right guaranteed by another provision of this **Memorandum of Understanding**.

10. **This Letter of Agreement will become effective upon adoption of the Board of Supervisors and will end on June 30, 2031.**

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Deleted: ~~be decided by the designated Mediator as described in paragraph 6 of this Letter of Agreement~~

Deleted: The Union and City acknowledge that this Committee does not have any authority to modify terms of this Memorandum of Understanding, nor to bargain over changes in wages, hours, and working conditions of bargaining unit employees unless by mutual agreement.

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