



MEA Bargaining Summary

Issue	MOU Section	Summary
Wages	III.A.	<p>Effective 07/01/2019: 3%</p> <p>Effective 12/28/2019: 1%</p> <p>Effective 07/01/2020: 3% except that if the March 2020 Joint Report projects budget deficit for FY 2020-2021 that exceeds \$200 million, base wage adjustment due on July 1, 2020 will be delayed by 6 months.</p> <p>Effective 12/26/2020: 0.5% except that if the March 2020 Joint Report projects budget deficit for FY 2020-2021 that exceeds \$200 million, base wage adjustment due on December 26, 2020 will be delayed by 6 months.</p> <p>Effective 07/01/ 2021: 3% except that if the March 2021 Joint Report projects budget deficit for FY 2021-2021 that exceeds \$200 million, base wage adjustment due on July 1, 2021 will be delayed by 6 months.</p> <p>Effective 01/08/2022: 0.5% except that if the March 2021 Joint Report projects budget deficit for FY 2021-2021 that exceeds \$200 million, base wage adjustment due on January 8, 2022 will be delayed by 6 months.</p> <p>Tie together wages of Chief Deputy Sheriff and Deputy Director IV</p>
Union Security	I.I.	Strikes current language regarding agency fees. Provides new language in conformance with Janus decision and SB 866 requirements regarding the collection of union membership dues.
Non-Discrimination	II.A.	<p>Update list of Title IX protected classes.</p> <p>Discrimination claims, FMLA requests, and reasonable accommodations are not subject to the grievance procedure.</p> <p>Provide for discrimination protection under MMBA.</p>
Representation	I.A.	Clean-Up: update list of bargaining groups represented by MEA
Management Rights	I.F.	Clarify that listed management rights apply “except as otherwise provided herein.”
Stewards	I.F.	MEA will inform the City when Association staffing changes relate to representation.
Association Access	I.G.	Provide for Association access to employee worksites subject to departmental rules and provided access will not disrupt City services.
Grievance Procedure	I.H.	<p>Grievance must include specific details at each step.</p> <p>Written reprimands are not subject to grievance procedure.</p>



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Probationary Period	II.B.	<p>Clarification:</p> <ul style="list-style-type: none"> • Probationary period is for permanent civil service positions. • Newly hired employees have 2080-hour probationary period. • Promoted employees have 1040-hour probationary period. • Employees in other appointments have a 520-hour probationary period. <p>Probationary employees should receive check-ins for feedback on performance.</p>
Skelly Rights	II.C.	Explains skelly rights for permanent civil service employees subject to suspension or discharge.
Discipline	II.C.	<p>Employees who have a name clearing hearing following termination are not entitled to appeal the termination.</p> <p>Employees may designate MEA as a representative during an investigative interview when the employee is the subject of an investigation.</p> <p>Action to impose discipline must be initiated within thirty (30) day from the date the City knew of the conduct, unless the conduct constitutes a crime.</p>
Minimum Notice for Displacements	II.D. & III.M.	<p>Delete Minimum Notice for Displacements provision</p> <p>Employees or the Association may request a <i>Levine</i> hearing upon notice of layoff.</p>
Utilization of Prop F and Temporary Exempt Employees	II.D.	City will inform employees on holdover lists how to sign up for notices of recruitments for exempt positions in their classifications.
Personnel Files	II.F.	<p>Procedures for maintaining official employee personnel file, including:</p> <ul style="list-style-type: none"> • Requirement to maintain supervisor's notes • Association rights to review personnel file • Employee rights to place materials related to job duties in personnel file • Employee right to review, sign and date adverse material • Employee right to attach response to adverse material
Fingerprinting	II.G.	The City will provide fingerprinting services at no cost to the employee.



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Indemnification and Defense of City Employees	II.H.	The City will defend and indemnify an employee against a claim or action against the employee on account of an act in the scope of the employee's job with the City.
Form 700	II.I.	Explains obligation to file Statement of Economic Interest for certain positions.
Special Premium	III.G.	Clean-Up: deletes language regarding special pay for Clerk of the Board acting as the Executive Officer of the San Francisco Local Agency Foundation Commission, which expired on July 1, 2012.
Seniority Increments	III.G.	Clarification: employees shall advance to each successive step in the salary plan upon satisfactory completion of one-year of continuous service.
Salary Plan and Salary Adjustments	III.G.	List MCCP ongoing wage increases and one-time payment for range B and C available during each year of the contract. Discontinue allowing status grants into MCCP classifications after December 31, 2019. Clean-Up: delete language that expired in a previous MOU term.
Night Duty	III.I.	Clarification: an employee is eligible for night duty premium if the employee's regular shift includes at least one hour between 5:00 p.m. and 7:00 a.m.
Administrative Leave	III.J.	Employees who promote to MEA from another union can carry forward 100 hours of accrued and unused compensatory time (down from current cap of 160 hours) Change name of "executive leave" to "management leave" Delete provision about administrative leave. But allow for employees who have unused accrued administrative leave as of June 30, 2019 to use such balances until June 30, 2022.
Overtime FLSA Change	III.L.	Delete provision about overtime pay for FLSA covered employees.
Overtime – Exceptions to Normal Work Schedules	III.K.	Pursuant to the Annual Salary Ordinance, employees may receive overtime subject to the approval of the HR Director and the availability of funds. When employees are eligible to earn overtime, employees may not earn administrative leave.
FLSA Coverage	III.N.	Deletes provision: the agreement will be amended to ensure employees receive FLSA benefits at a minimum.



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Call Back	III.O.	Deletes provision: employees who are called back to their work location after the completion of their workday shall be granted a minimum of four hours of pay.
Notice of Pay	III.M.	Paid in lieu of notice will be paid within two payroll period from the date of the involuntary removal or release. Paid in lieu of notice will be paid within two payroll periods from the date of layoff.
Severance	III.N.	Provides for time period for employees to elect to take severance pay. This provision is applicable to both permanent and exempt employees.
Legal Holiday and Paid Status	III.O.	Employees must be on paid status the day before <i>and</i> after a legal holiday to receive legal holiday pay.
Sick Leave for Wellness	III.Q.	Attaches the Citywide Wellness Policy to the MOU as an appendix.
State Disability Insurance	III.R.	Removes statutory language and language that expired in 2001. Clarify that all employees represented by MEA shall be enrolled in the State Disability Insurance Program, except for those which are in positions that qualify for disability under Labor Code Section 4850. Such positions are listed in the MOU.
Retirement	III.V.	Deletes language regarding the City's obligation to meet and confer over a retirement improvement if there is a Charter Amendment.
Life Insurance	III.X.	Increases life insurance policy to \$100,000 on Jan 1, 2021 and \$150,000 on Jan 1, 2022.
Jury Duty	III.AA.	Inserts standard language regarding employee rights to leave and pay during jury duty.
Management Training Funds (separate MTA section)	IV.A.	Increase fund budget to \$250,000. Unused funds cannot be carried forward year to year. Employees must have one year of continuous service to establish eligibility to use training funds. All travel for conferences must not violate Admin Code Chapter 12X. Reimbursement for personal electronic devices is limited to one for each fiscal year. Clarify expense reimbursement process.
Health and Safety	V.A.	Clarify that employees can report unsafe working conditions to the Departmental Personnel Officer, in addition to the Safety Committee and/or Safety Officer.



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Return to Work	V.B.	Provides for modified duty for employees returning from leave after sustaining an injury or illness.
Safety Equipment for Peace Officers	V.C.	Increase the amount of money per year that the City will reimburse for miscellaneous safety equipment.
Savings Clause	VI.B.	Revise savings clause to match contracts citywide.
Onboarding	Side letter	The City will meet with the Association to create an onboarding checklist of documents for department to provide to new hires, transfers and employees promoted to the positions represented by the Association.
CalPERS Amnesty	Side Letter	Grants amnesty for CalPERS underpayment.
Gender Pronouns	Multiple Sections	In conformance with Mayor's Executive Directive on Gender Inclusivity, removes all gender pronouns and replaces them with gender neutral terms.
Duration	VI.D.	MOU will be in effect July 1, 2019 through and inclusive of June 30, 2022.