

COLLECTIVE BARGAINING AGREEMENT

Between and For

THE SAN FRANCISCO UNIFIED SCHOOL DISTRICT

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL

6

JULY 1, 2012 – JUNE 30, 2015

(Extended to June 30, 2017)

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ARTICLE I - REPRESENTATION

ARTICLE I - REPRESENTATION

1. This Agreement is entered into by the San Francisco Unified School District (hereinafter "District") through its designated representative acting on behalf of the School Board and International Brotherhood of Electrical Engineers (IBEW), Local 6 (hereinafter "Union") in accordance with and pursuant to the Rules and Regulations of the Public Employment Relations Board (PERB) of the State of California, and the provision of California Government Code, Sections 3540 through 3549.3, also known as the Educational Employment Relations Act (EERA).

I.A. RECOGNITION

2. The District acknowledges the Union(s) as the exclusive representative for the bargaining unit(s) of employees in the following Civil Service Commission Classifications:

7318	Electronic Maintenance Technician
7238	Electrician Supervisor
7345	Electrician

3. The District and the Union(s) shall add new classifications to this memorandum of understanding by side letter as necessitated by hiring during the term of this memorandum of understanding.
4. The terms and conditions of this Agreement shall also be automatically applicable to any classification which is accreted to the unit covered by this Agreement during its term. Upon request of the Union, the District will meet and confer concerning proposed changes to the bargaining unit in accordance with PERB procedures.

I.B. PREAMBLE

5. This Agreement is intended to establish a mutually satisfactory arrangement between the District and the Union regarding only those certain conditions of employment within the discretion of the District in order to foster amicable relations which will contribute to the successful operation of the District, toward quality education for all District pupils, and the provision of productive labor in exchange for compensation benefits. The Agreement and the procedures are intended, in the public interest, to contribute to good employee relations. This Agreement is limited to those areas of jurisdiction over which the District has the authority to act. Should any portion of this Agreement be declared by a Court of competent Authority to be outside this jurisdiction of the District, that section shall be invalid, as shall any portion that is in conflict with mandatory provisions of the Rules and Regulations of the Civil Service Commission or the Charter when not in conflict with the Education Code.

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I.C. INTENT

6. It is the intent of the parties signatory hereto that the provisions of this Agreement shall not become binding until adopted or accepted by the Board of Education (Board).
7. Moreover, it is the intent of the Board to agree to wages, hours, and other terms and conditions of employment as defined under EERA. The Board does not intend nor attempt to bind any commission or officer to any provisions of this Agreement over which the Board has no jurisdiction.
8. It is the intent of the parties that the provisions of the main body of this Agreement apply generally to all classifications of employees covered by this Agreement, except as otherwise limited herein to specific classifications or unions. The Appendices attached apply to employees represented by specific unions, as detailed in each appendix.

I.D. OBJECTIVE OF THE DISTRICT

9. It is agreed that the delivery of District services in the most efficient, effective, and courteous manner is of paramount importance to the District and its employees. Such achievement is recognized to be a mutual obligation of the parties to this Agreement within their respective roles and responsibilities.
10. The Union recognizes the District's right to establish and/or revise performance levels, standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees. The District shall meet and confer prior to the implementation of any production quotas.
11. Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable Charter provisions and rules and regulations of the Civil Service Commission.

I.E. MANAGEMENT RIGHTS

12. The Unions agree that the District has complete authority for the policies and administration of all District departments which it shall exercise under the provisions of law and in fulfilling its responsibilities under this Agreement. Said authority shall include the establishment of work rules and regulations not inconsistent with the terms of this Agreement. Any matter involving the management of governmental operations vested by the District and not covered by this Agreement is in the province of the District.

ARTICLE I - REPRESENTATION

I.F. NO WORK STOPPAGES

13. During the term of this Agreement, there shall be no strike or lockout nor shall the Unions engage in a sympathy strike. The terms strike, lockout or sympathy strike shall be as set forth by PERB.
14. In the event of a strike legally authorized under the Public Employment Relations Board (PERB), the Unions will provide 72 hours written notification to the District.

I.G. GRIEVANCE PROCEDURES

15. **1.** The following procedures are adopted by the parties to provide for the orderly and efficient disposition of grievances and are the sole and exclusive procedures for resolving grievances as defined herein.
16. **2.** A grievance is defined as an allegation by an employee, a group of employees or a Union that the District has violated, misapplied or misinterpreted a term or condition of employment provided in this Agreement.

A grievance does not include the following:

17. a. Performance evaluations provided, however, that employees shall be entitled to submit written rebuttals to unfavorable performance evaluations. Said rebuttal shall be attached to the performance evaluation and placed in the employee's official personnel file.
18. b. Written reprimands, provided however, that employees shall be entitled to append a written rebuttal to any written reprimand. The appended rebuttal shall be included in the employee's official personnel file. Employees are required to submit written rebuttals within twenty (20) calendar days from the date of the reprimand.

3. Time Limits

19. The time limits set forth herein may be extended by agreement of the parties. Any such extension must be confirmed in writing. For purposes of calculation of the time "day" is defined as a day that the District central office is open for business.
20. In the event a grievance is not filed or appealed in a timely manner it shall be dismissed. Failure of the District to timely reply to a grievance shall authorize appeal to the next grievance steps.

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4. Steps of the Procedure – Non-Discipline Grievance

21. a. All grievances shall be initiated at Step 1 of the grievance procedure.
22. b. The grievant may have a Union representative present at all steps of the grievance procedure.
23. c. Step 1 – An employee shall discuss the grievance informally with his/her immediate supervisor as soon as possible but in no case later than fifteen (15) calendar days from the date of the occurrence of the act or the date the grievant might reasonably have been expected to have learned of the alleged violation being grieved.
24. If the grievance is not resolved within seven (7) days after contact with the immediate supervisor, the grievant will submit the grievance in writing to the immediate supervisor on a mutually agreeable grievance form. The grievance will set forth:
 1. the facts of the grievance;
 2. the terms and conditions of employment claimed to have been violated, misapplied or misinterpreted, and
 3. the remedy or solution being sought by the grievant.
25. This form should be attached to any request to move the grievant to each successive step in the grievance procedure.
26. The immediate supervisor shall respond in writing within ten (10) days following receipt of the written grievance.
27. d. Step 2 – A grievant dissatisfied with the immediate supervisor’s response at Step 1 may appeal to the Labor Relations Director in writing, within ten (10) days of receipt of the Step 1 response. Labor Relations may convene a grievance meeting within twenty (20) days with the grievant and/or the grievant’s Union. The Director or designee shall respond to the grievance in writing within twenty (20) days of the meeting or, if none is held, within twenty (20) days of receipt of the appeal.
28. e. Arbitration – If the Union is dissatisfied with the Step 2 response, it may invoke arbitration by notifying Labor Relations Director in writing, within fifteen (15) days of the Step 2 response.
29. f. The decision of the arbitrator shall be final and binding on all parties; however, the arbitrator shall have no authority to add to, subtract from, or modify the terms of this agreement.
30. g. The costs of the arbitrator and any court reporter and arbitration transcript shall be split equally between the parties. Each party shall bear the costs of its own representation and of any transcripts it requests.

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5. Selection of the Arbitrator

31. When a matter is appealed to arbitration the parties shall first attempt to mutually agree upon an Arbitrator to hear the matter. In the event no agreement is reached within five (5) working days, or any extension of time mutually agreed upon, the parties shall request the State Mediation and Conciliation Service (“SMCS”) provide the parties with a list of seven (7) potential arbitrators. The parties, by lot, shall alternately strike names from the list, and the name that remains shall be the arbitrator designated to hear the particular matter.
32. The parties may, by mutual agreement, agree to an alternate method of arbitrator selection and appointment, including, the expedited appointment of an arbitrator from a list provided by the SMCS.

I.H. DISCIPLINE AND DISMISSAL

1. Discipline and Dismissal of Permanent Unit Members

33. Discipline and dismissal of permanent unit members shall take place in accordance with the appropriate provisions of the Education Code.
34. Unit members may be disciplined for the following reasons:
- a. Willful or negligent violation of District policies, rules and regulations or the rules and regulations of a federal, state or local government agency which are applicable to public schools.
 - b. Failure to perform adequately the duties of the position held and/or failure to maintain license or certificates required by law, District requirements, or job description.
 - c. Immoral or unprofessional conduct.
 - d. Dishonesty.
 - e. Conviction of a felony or of any crime involving moral turpitude.
 - f. Alcoholism or other drug abuse.
 - g. Evident unfitness for service with children.
 - h. Physical or mental incapacity to perform adequately on the job.

2. Guidelines for Disciplinary Action

35. The following guidelines shall be recognized in the discipline and/or dismissal of unit members:
- a. The unit member shall be adequately informed of the consequences of his/her conduct.
 - b. The District’s rules, regulations and policies shall be reasonable and related to the efficient operation of the District.

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- c. A fair and objective investigation should reveal the necessity for disciplinary action.
- d. Rules, orders and penalties should be applied fairly and equitably.
- e. Disciplinary action should be appropriate and reasonably related to the nature of the offense.

3. Progressive Discipline

36. Progressive discipline shall be utilized except for conduct which is of such a nature that progressive discipline normally would not result in corrective conduct or the conduct is so egregious that immediate action is warranted.
- a. Initially the immediate supervisor shall discuss the unit member's acts or omissions prior to issuing a verbal reprimand.
 - b. If a verbal reprimand does not result in corrective conduct, a written reprimand may be issued.
 - c. The elements of progressive discipline shall be administered in a timely manner.

4. Documentation of issuance of verbal reprimands

37. It shall be the District's procedure that upon the issuance of a verbal reprimand such reprimand may be placed in the employee's personnel file only in the following limited form:
- a. Name of employee
 - b. Date of Issuance
 - c. Cause of reprimand
38. This documentation, if any, shall be provided to the employee and the Union.
39. If suspension without pay is recommended as a disciplinary action, it shall be preceded by at least two (2) related written reprimands issued within a thirty (30) month period of time before said suspension is recommended. Exception may occur where conduct is of such a nature that written reprimands normally would not result in corrective conduct or where there has been no improvement after the first written reprimand.
40. Normally, any initial suspension of a unit member pending a disciplinary hearing shall be with pay.
41. Emergency suspension – The Union and the District recognize that emergency situation can occur involving the health and welfare of students, employees, or the public.
- a. If the unit member's presence would lead to a clear and present danger to the lives, safety, or health of students, employees, or to the public, the District may suspend the unit member

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without pay immediately after informing the unit member of the reason for the suspension.

- b. Within three (3) work days, the District shall hold an informal hearing as described in paragraph 42 below and serve on the employee a written notice of discipline and notice of right to formal hearing in accordance with this Article.
- c. If, as a result of either the informal or formal hearing, the suspension is found unwarranted or of undue length, the unit member shall be reimbursed the appropriate back pay.
- d. A unit member may be represented, upon request, at any disciplinary meeting or hearing.

5. Disciplinary Procedure

- 42. Informal Hearing – By mutual agreement, an employee against whom disciplinary action is being recommended may meet with the Superintendent or his/her designee prior to written notification of official charges. The employee shall be informed orally of the reasons for disciplinary action and the action to be taken and be given an opportunity to respond. The employee may be represented at the hearing by a representative of his/her choice.
- 43. If no agreement is reached at the informal hearing, the District will give written notification of official charges and notice of a right to formal hearing.
- 44. Written Notice – When the District seeks the imposition of any disciplinary punishment, notice of such discipline shall be made in writing and served in person or by registered or certified mail to the employee at the last known address. A copy of the notice shall be mailed to the Union at the same time unless the employee requests otherwise.
- 45. Statement of Charges – A statement of the specific charges against the employee shall be written in ordinary and concise language, shall include the cause and the specific acts and omissions, including times, dates, and location, on which the disciplinary action is based and shall state the penalty proposed.
- 46. No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause, unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.
- 47. The employee may, upon request, have copies of materials upon which the charges are based.

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48. Right to a Skelly Hearing – The unit member may request a hearing in writing either by mail or personal delivery within five (5) work days after service of the statement of charges. A card or letter shall be provided to the employee, the signing of which shall constitute a demand for a request for a hearing within the five (5) work days. A copy of the requested hearing shall be forwarded to the Union. If not requested, the disciplinary action shall be effective without a hearing on the date set forth in the written notice.
49. If, after requesting a hearing the employee fails to appear for the hearing, the disciplinary action shall be effective without a hearing on the dates set forth in the written notice.
50. Hearing – A hearing shall be held before the Superintendent or his/her designee.
- a. The hearing shall be held within a reasonable period of time after the filing of a request for a hearing.
 - b. The employee may be represented at the hearing by a representative of the Union.
 - c. The Superintendent or designee shall render a written decision within ten (10) work days.
 - d. The decision of the Superintendent or designee shall be submitted to the governing board for action unless the matter is moved to arbitration. The request for arbitration shall be made within fifteen (15) days after receiving the decision of the Superintendent or designee.

6. Arbitration

51. The Union has the exclusive right to appeal the Superintendent or his/her designee's decision to arbitration.
52. The Union and the District agree to meet for the purpose of mutually selecting a panel of arbitrators. Until the panel is established, State Mediation and Conciliation Service (SMCS) rules regarding arbitrator selection will apply.
53. Technical rules of evidence shall not apply at the arbitration.
54. The costs of the arbitrator and any court reporter and arbitration transcript shall be split equally between the parties. Each party shall bear the cost of its representation and of any transcripts it requests.
55. The arbitrator shall submit a written decision, including the findings of fact and determination of the issues, within thirty (30) calendar days. A copy shall be sent to the employee, the Union and to the Superintendent.

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- 56. The decision of the arbitrator shall be advisory. The Superintendent shall submit the arbitrator's decision to the Board of Education. The decision of the Board of Education shall be final.
- 57. If an advisory arbitration decision on a dismissal is rejected upon review by the District's Board, the District will pay the arbitrator's fee and costs incurred by the Union.
- 58. Release of Probationary Classified Employees - Probationary employees are excluded from the provisions of the disciplinary article. At any time prior to the expiration of the probationary period, the District may at its discretion release a probationary employee.

I.I. OFFICIAL REPRESENTATIVES AND STEWARDS

1. Official Representatives

- 59. Each Union may select an employee for purposes of meeting and conferring with District, during the employee's regular duty or work hours without loss in compensation, on matters within the scope of representation. If a situation should arise where a Union believes that more than one employee member should be present at such meetings and the District disagrees, the Union shall discuss the matter with the Labor Relations Director and the parties shall attempt to reach agreement as to how many employees shall be authorized to participate in said meetings.
- 60. a. The Union's authorized representative shall inform in writing the Labor Relations Director the names of the employees whose release is requested.
- 61. b. No selected employee member shall leave the duty or work station, or assignment without specific approval of the Director of Building and Grounds or his designee.
- 62. In scheduling meetings, due considerations shall be given to the operating needs and work schedules of the department in which the employee members are employed.

2. Stewards

- 63. a. The Unions shall furnish the District with an accurate written list of stewards and alternate stewards. The Unions may submit amendments to this list at any time because of the permanent absence of a designated steward. If a steward is not officially designated in writing by a Union, none will be recognized for that area or shift.
- 64. b. The Union recognizes that it is the responsibility of the steward to assist in the resolution of grievances at the lowest possible level.

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- 65. c. Upon notification of a designated management person, stewards or designated officers of the Unions, subject to management approval which shall not be unreasonably withheld, shall be granted reasonable release time to investigate and process grievances and appeals. Stewards shall advise their supervisors of the area of work or work location where they will be investigating or processing grievances. The Unions will attempt to ensure that steward release time will be equitably distributed.
- 66. Stewards shall be responsible for the performance of their work load, consistent with release time approved pursuant to rules established herein.
- 67. d. In emergency situations, where immediate disciplinary action is taken because of an alleged violation of law or a District departmental rule (intoxication, theft, etc.) the steward shall not unreasonably be denied the right to leave his/her post or duty if requested by the employee for purposes of representation.
- 68. e. Stewards shall not interfere with the work of any employee. It shall not constitute interference with the work of an employee for a steward, in the course of investigating or processing a grievance, or a disciplinary action, to interview an employee during the employee's duty time.

I.J. UNION SECURITY

1. Authorizations for Deductions

- 69. The District shall deduct Union dues, initiation fees, premiums for insurance programs and political action fund contribution from an employee's pay upon receipt by the Chief Financial Officer (CFO) or designee of a form authorizing such deductions by the employee. The District shall pay over to the designated payee all sums so deducted. Upon request of a Union, the CFO or designee agrees to meet with the Union to discuss and attempt to resolve issues pertaining to delivery of services relating to such deductions.

2. Dues Deductions

- 70. Dues deductions, once initiated, shall continue until the authorization is revoked in writing by the employee. For the administrative convenience of the District and the Unions, an employee may only revoke a dues authorization by delivering the notice of revocation to the Human Resources Department during the two week period prior to the expiration of this Agreement. The revocation notice shall be delivered to the District either in person at the Human Resources – Benefits Department or by depositing it in the U.S. Mail addressed to the Human Resources – Benefits Department. The District shall deliver a copy of the notices of revocation of dues deductions authorizations to the Union within two (2) weeks of receipt.

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I.K. AGENCY SHOP

1. Application

71. Except as provided otherwise herein, the provisions of this section shall apply to all employees of the District in all classification represented by the Unions in represented units when on paid status. These provisions shall not apply to individual employees of the District in represented units who have been properly and finally determined by the Board of Education to be management, confidential or supervisory employees. Except when an individual employee has filed a challenge to a management, confidential or supervisory designation, the Labor Relations Director and the Union shall meet as necessary for the purpose of attempting to make such determinations by mutual agreement. The Labor Relations Director shall give the Union no less than ten (10) working days prior notice of any such proposed designation. Disputes regarding such designations shall be subject to the grievance process.

2. Implementation

72. An agency shop shall be implemented within representation units or sub-units when:
73. a. Election – The Union has requested, in writing, an election on the issue, to be conducted by the State Mediation and Conciliation Service and 50% plus one of those voting favor agency shop, or
74. b. Two-thirds (2/3) Membership – The Union makes a showing that 2/3 of the employees within the unit or sub-unit are dues paying members of the Union, or
75. c. New Employees – The Union requests, in writing, an agency shop be implemented for all employees hired after a date to be agreed to by the Union and the Labor Relations Department.

3. Service Fee

76. All employees of the District in the bargaining units and classifications listed in Article 1.A., paragraph 2, shall, as a condition of continued employment, become and remain a member of the Union, or in lieu thereof, shall pay a service fee to the Union. The fair share service fee payment shall be established annually by the Union, provided that such fair share agency shop service fee will be used by the Union only for the purposes permitted by law.
77. The Union shall comply with the requirements set forth in *Chicago Teachers Union v. Hudson*, 475 U.S. 292 (1986) for the deduction of agency shop fees. Annually, the Union shall certify in writing to the District that the Union have complied with the requirements set forth in this section and in *Hudson*, 475 U.S. 292.

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4. Financial Reporting

78. Annually, the Union(s) will provide an explanation of the fee and sufficient financial information to enable the fair share service fee payer to gauge the appropriateness of the fee. The Union(s) will provide a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision maker not chosen by the Union(s) and will make provision for an escrow account to hold amounts reasonably in dispute while challenges are pending.

5. Religious Exemption

79. Any employee of the District in a classification described herein, who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and is recognized by the National Labor Relations Board to hold such objections to Union membership, shall upon presentation of proof of membership and historical objection be relieved of any obligation to pay the required service fee, and such employee shall make a qualified contribution at the time and manner herein prescribed.
80. a. The Qualified Charitable Contribution shall be a sum equal to the service fee and shall be paid at the times said fees would otherwise be due and payable if the employee were not exempt under this provision.
81. b. The Qualified Charitable Contribution shall be paid to one of the following:
- San Francisco Education Fund
 - San Francisco School Volunteers
 - American Heart Association
 - American Cancer Society
82. c. Payment of Qualified Charitable Contributions by persons and at the times and manner described in this paragraph shall be a condition precedent to continued employment. The employee shall supply the District's Human Resources Department and Union with an acknowledgement of receipt from the qualified charity or other satisfactory evidence by June 30 and December 31 of each year that the Qualified Charitable Contribution has been paid for the following six (6) months.

6. Payroll Deduction

83. The Unions shall provide the Labor Relations Director and the District with a current statement of membership fees and service fees, if the particular Union wishes to have payroll deduction. Such statement of membership fees and service fees shall be amended as necessary. The District may take up to thirty (30) days to implement such changes. Effective the second complete pay period commencing after the election or request or showing described in Article I.K., Section 2, and each pay period thereafter, the Human Resources Department shall make

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membership fee or service fee deductions, as appropriate, from the regular periodic payroll warrant of each District employee described in Article I.K., Section 3, thereof, and each pay period thereafter, the District shall make membership fee or service fee deductions, as appropriate, from the regular payroll warrant of each such employee. Within (10) working days following payday the District will promptly pay over to the Union(s) all sums withheld for membership or service fees.

7. Employee Lists

- 84. a. The District shall also provide with each payment a list of employees paying membership fees and a list of employees paying service fees. All such lists shall contain the employee's name, employee number, classification, department and amount deducted.
- 85. b. A list of employees newly hired into the unit in represented classes shall be provided to the Union whenever an employee is hired. Nothing in this section shall be deemed to have altered the District's current obligation to make insurance program or political action deductions when requested by the employee.

8. Indemnification

- 86. The Unions agree to indemnify and hold the District harmless for any loss or damage arising from the operation of this section.

I.L. BULLETIN BOARDS

- 87. Upon request by the Union(s), the District shall provide reasonable space on bulletin boards for use by the Union(s) to communicate with its represented employees.

I.M. APPRENTICESHIP PROGRAM

- 88. The parties agree to meet to discuss the development of mutually agreeable apprenticeship programs. The specific provisions of the apprenticeship programs shall be subject to agreement between the District, the Civil Service Commission (where appropriate), and the Union(s).
- 89. The following journey-level classes ("Apprenticeable Classes") shall be eligible for an apprenticeship program:

7345 Electrician

ARTICLE II – EMPLOYMENT CONDITIONS

ARTICLE II - EMPLOYMENT CONDITIONS

II.A. NON DISCRIMINATION

90. The District and the Union agree that this Agreement shall be administered in a nondiscriminatory manner and that no person covered by this Agreement shall in any way be discriminated against because of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, physical or mental disability, age, political affiliation or opinion or union membership or activity, or non-membership, nor shall a person be subject to sexual harassment.

II.B. AMERICANS WITH DISABILITIES ACT

91. The parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of Federal, State and local disability anti-discrimination statutes including the Americans with Disabilities Act and Fair Employment and Housing Act. The parties further agree that this Agreement shall be interpreted, administered and applied so as to respect the legal rights of the parties. The District reserves the right to take any action necessary to comply therewith.

II.C. PROBATIONARY PERIOD

92. Effective July 1, 2006, the probationary period as defined and administered by the Civil Service Commission shall be:
93. 2080 hours for new appointees
94. 1040 hours for a promotive appointment
95. 520 hours for any other appointment type (i.e. bumping, transfers)
96. Upon permanent appointment, time worked as a provisional appointment in the same classification under the same appointing authority shall be treated as time worked and credited to the employee's probationary period as defined and administered by the Civil Service Commission. Provided however, upon permanent appointment, all employees must serve no less than a 173 hour probationary period as defined and administered by the Civil Service Commission regardless of time worked in the provisional appointment.
97. The parties may extend the duration of the probationary period by mutual consent in writing.

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II.D. PERSONNEL FILES

98. 1. Only one (1) official personnel file shall be maintained on any single employee. The official file shall be located in the District Human Resources Department. Each employee shall have the right to review the contents of his/her official personnel file upon request. Nothing may be removed from the file by the employee but copies of the contents shall be provided to the employees at his/her request. Copies in excess of 100 pages shall be at a charge of ten (10) cents per page.
99. 2. An employee shall have the opportunity to review, sign and date any and all material to be included in the file. The employee may also attach a response to such materials within thirty (30) days of receipt. All material in the file must be signed and dated by the author, except for routine payroll and personnel administration documents.
100. 3. With the approval of the Appointing Officer or designee, the employee may include material relevant to his/her performance of assigned duties in the file.
101. 4. Upon request of an employee, subject to the approval of the Appointing Officer or designee, material relating to disciplinary action in the employee's file which has been in the file for more than two (2) years may be "sealed" (i.e. shall remain confidential) to the maximum extent legally permissible, provided the employee has had no subsequent disciplinary action since the date of such prior action. The envelope containing the sealed documents will be retained in the employee's personnel file, to be opened only for purpose of assisting the District in defending itself in legal and administrative proceedings. In no event will the sealed material be used for disciplinary proceedings against the individual in whose file the document(s) have been sealed. Performance evaluations are excluded from this provision.
102. The above provision shall not applied in the case of employees disciplined due to misappropriation of public funds or property; misuse or destruction of public property; misconduct stemming from drug or alcohol abuse; mistreatment of persons (except mere verbal altercations not involving discrimination or threats of violence); acts which would constitute a felony or misdemeanor involving moral turpitude; and/or acts which present an immediate danger to the public health and safety.

II.E. JURY DUTY

103. An employee shall be excused from work on a work day on which she/he performs jury services, providing she/he gives prior notification to her/his supervisor.

ARTICLE II – EMPLOYMENT CONDITIONS

104. Employees assigned to jury services whose regular work assignments are swing, graveyard, or weekend shifts shall not be required to work those shifts when performing jury service, providing she/he gives prior notification to her/his supervisor.
105. Employees shall be required to provide proof of jury service to verify actual appearance for each day of jury service.

II.F. SUBCONTRACTING

106. The District shall make available for inspection any and all pertinent background and/or documentation reasonably related to services to be contracted out. The District agrees to meet with the Union to discuss and attempt to resolve issues related to possible alternatives to contracting out. These meetings shall be conducted in good faith with an aim of preserving promotional opportunities for unit members, maintaining good morale and providing cost-effective services for the District.

ARTICLE III - PAY, HOURS AND BENEFITS

III.A. WAGES

- 107. 2012-2013: Employees shall receive a one-time, lump sum longevity recognition award of seven hundred dollars (\$700.00), to be paid as soon as administratively feasible following ratification of this Contract by both parties.
- 108. 2013-2014: The wages for represented classes shall be increased as follows: (see Appendix A)
- 109. A one percent (1.0%) increase effective July 1, 2013.
- 110. An additional one percent (1.0%) increase effective January 1, 2014.
- 111. An additional two percent (2%) increase effective July 1, 2014
- 112. An additional two percent (2%) increase effective December 31, 2014
- 113. An additional one one-half percent (1.5%) increase effective July 1, 2015
- 114. An additional one one-half percent (1.5%) increase effective December 30, 2015
- 115. Contingency Language – If total unrestricted general fund revenues for 2015-2016 school year, as stated in the 2015-2016 Unaudited Actual Report, exceed the amount stated for the 2015-2016 school year in the multiyear projection contained in the 2014-2015 adopted budget, the parties shall meet and confer to adjust the salary agreement if both parties agree that sufficient funds are available. Any such adjustments shall be prospective only.
- 116. An additional two and three-quarter percent (2.75%) increase effective July 1, 2016.
- 117. An Additional two and one-quarter percent (2.25%) increase effective December 28, 2016.

III.B. WORK SCHEDULES

1. Normal Work Schedules

- 118. a. Unless otherwise provided, a “normal work day” is a tour of duty of eight (8) hours completed within not more than nine (9) hours.

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- 119. b. A “normal work week” is a tour of duty on each of five consecutive days with two consecutive days off. However, employees who are moving from one shift or one work schedule to another may be required to work in excess of five consecutive working days in conjunction with changes in their work shifts or schedules.
- 120. c. Current work schedules (Monday through Friday) as of the effective date of this Agreement will remain in place unless a proposed change is mutually agreed to by the parties.

2. Exceptions

- 121. a. Specially funded training programs approved by the District’s Department of Human Resources.
- 122. b. Educational and Training Courses – Regular permanent civil service employees may, on a voluntary basis with approval of appointing officer, work a forty-hour week in six days when required in the interest of furthering the education and training of the employee.
- 123. c. Employees shall receive no compensation when properly notified two hours prior to the start of their shift that work applicable to the classification is not available because of inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances.
- 124. Employees who are not properly notified and report to work and are informed no work applicable to the classification is available shall be paid for a minimum of two hours.
- 125. Employees who begin their shifts and are subsequently relieved of duty due to the above reasons shall be paid a minimum of four hours, and for hours actually worked beyond four hours, computed to the nearest one-quarter hour.
- 126. The bi-weekly schedules of compensation contained in this Agreement for the classifications indicated will be adjusted to an hourly amount by dividing said schedule by 80 and then multiplying by the number of hours of employment of the particular classification in a bi-weekly period to the nearest whole cent to determine the bi-weekly rate of pay.
- 127. d. Work Schedule – Remote Locations – On operations conducted at remote locations where replacements are not readily available, or on operations involving changes in shifts, or when other unusual circumstances warrant, the appointing officer may arrange work schedules averaging five (5) days per week over a period of time, but consisting of more than five (5) consecutive days per week with the accumulation of normal days off to be taken at a later date. Such schedules shall be the “normal work schedules” for such operations.

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128. e. Voluntary Reduced Work Week – Employees subject to the approval by the Appointing Officer may voluntarily elect to work a reduced work week for a specified period of time. Such reduced work week shall not be less than twenty (20) hours per week. Pay, vacation, holidays and sick pay shall be reduced in accordance with such reduced work week.
129. f. Alternate Schedule – The Labor Relations Department and the Human Resources Department may authorize any department head, board or commission to meet and confer with an employee, group of employees, or their representatives on proposals offered by the employee, group of employees, or their representatives or the department relating to alternate scheduling of working hours for all or part of a department. Such proposals may include but are not limited to core-hour flex time, full time work weeks of less than five (5) days, work days of less than eight (8) hours or a combination of plans which are mutually agreeable to the employee, group of employees, and their representatives and the department concerned. Any such agreement shall be submitted to the Labor Relations Department and the Human Resources Department for its approval or rejection.
130. g. Voluntary Time off Program
131. (1) General Provisions
The employee’s supervisor shall have full discretion to approve or deny requests for voluntary time off based on the operational needs of the department and any court decrees or orders pertinent thereto. The decision of the appointing officer shall be final.
132. (2) Restrictions on use of Paid Time Off while on Voluntary Time Off
133. i. All voluntary unpaid time off granted pursuant to this section shall be without pay.
133. ii. Employees granted voluntary unpaid time off are precluded from using sick leave with pay credits, vacation credits, compensatory time off credits, floating holidays, training days or any other form of pay for the time period involved.
134. (3) Duration and revocation of Voluntary Unpaid Time Off
Approved voluntary time off taken pursuant to this section may not be changed by the Appointing Officer without the employee’s consent.
135. Any change in the “normal work week” shall be subject of meeting and conferring between the Union and the appointing officer.

III.C. COMPENSATION FOR VARIOUS WORK SCHEDULES

1. Normal Work Schedule

136. Compensation fixed herein on a per diem basis is for a normal eight-hour work day; and on a bi-weekly for a bi-weekly period of service consisting of normal work schedules.

III.D. OVERTIME COMPENSATION

137. Voluntary overtime shall be offered equitably among employees covered under the provisions of this Agreement within each work unit and/or work location, subject to departmental operational needs.
138. Mandatory overtime shall be distributed equitably among employees covered under the provisions of this Agreement within each work and/or work location, subject to departmental operational needs.
139. Supervisors may require employees to work longer than the normal work day or longer than the normal work week. Any time worked under proper authorization of the employee's supervisor or his/her designated representative for any hours suffered to be worked by an employee in excess of a) forty (40) hour per District workweek for weekly overtime, and b) the regular or normal work day for daily overtime, shall be designated as overtime and shall be compensated at one-and-one-half times the base hourly rate which may include a night differential if applicable.
140. The use of any sick leave shall be excluded from determining hours worked in excess of 40 hours in a week for determining eligibility for overtime payment.
141. For the purpose of determining the rate of pay (i.e. straight time or time-and-one-half), the department will look back to the previous five (5) work days to determine whether sick leave was used. However, the five day look back requirement shall not apply to mandatory emergency overtime assignments.
142. Employees working in classification that are designated in this Agreement as having a normal work day of less than eight (8) hours or a normal work week of less than forty (40) hours shall not be entitled to overtime compensation for work performed in excess of said specified normal hours until they exceed eight (8) hours per day or forty (40) hours per week, provided further, that employees working in a flex-time program or alternate work schedule shall be entitled to overtime compensation as provided herein when required to work more than forty hours per week. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.

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143. There shall be no eligibility for overtime assignments if there has been sick pay, sick leave or disciplinary time off on the preceding workday, or if sick pay, sick leave or disciplinary time off occurs on the workday following the last overtime assignment.
144. The Human Resources Department shall determine whether work in excess of eight (8) hours a day performed within a sixteen (16) hour period following the end of the last preceding work period shall constitute overtime or shall be deemed to be work scheduled on the next work day.
145. No supervisor shall require an FLSA exempt employee to work overtime when it is known by said supervisor that funds are legally unavailable to pay said employee, provided that an employee may voluntarily work overtime under such conditions in order to earn compensatory time off at the rate of time and one-half pursuant to the provisions herein.
146. Employees occupying positions determined by the Human Resources Department as being exempt from the Fair Labor Standards Act shall not be paid for overtime worked but may be granted compensatory time off at the rate of one-and-one-half times for time worked in excess of normal work schedule.
147. Those employees subject to the provisions of the Fair Labor Standards Act who are required or suffered to work overtime shall be paid in salary unless the employee and the supervisor mutually agree that in lieu of paid overtime, the employee shall be compensated with compensatory time off. Compensatory time shall be earned at the rate of time- and-one-half. Employees occupying FLSA exempt positions shall not accumulate a balance of compensatory time earned in excess of 240 hours calculated at the rate of time and one half.
148. Employees working overtime at the end of their regular shift may request, and the department shall grant, a non-paid break period of up to thirty (30) minutes before the commencement of the overtime period. Employees working more than four (4) hours of overtime may request, and the department shall grant, a non-paid break period of up to thirty (30) minutes prior to the assigning of further overtime.

1. Recordation of Overtime

149. All overtime which is authorized by the employee's supervisor shall be noted separately on the pay warrants.
150. Compensation for overtime worked as provided in this Section shall be paid on an hourly basis.

III.E. ADDITIONAL COMPENSATION

1. Acting Assignment Pay

151. a. An employee assigned in writing by the Supervisor (or designee) to perform the normal day-to-day duties and responsibilities of a higher classification of an authorized position for which funds are temporarily unavailable shall be entitled to acting assignment pay on the tenth (10th) consecutive work day of such an assignment. Acting assignment pay shall be retroactive to the first (1st) day of the assignment.
152. b. Upon written approval, as determined by the District, an employee shall be authorized to receive an increase to a step in an established salary schedule that represent at least 5% above the employee's base salary and that does not exceed the maximum step of the salary schedule of the class to which temporarily assigned. Premiums based on percent of salary shall be paid at a rate which includes the acting assignment pay.
153. c. Acting assignments are intended to be used for short term temporary assignments of six months or less.

2. Call Back Pay

154. Employees who are called back to their work locations following the completion of his/her work day and departure from his/her place of employment, shall be granted a minimum of four (4) hours compensation (pay or compensatory time off as appropriate – FLSA exempt employees can only take overtime in the form of compensatory time off) at the applicable rate or shall be compensated for all hours actually worked at the applicable rate, whichever is greater.
155. This section shall not apply to employees who are called back to duty when on stand-by status. The employee's work day shall not be adjusted to avoid the payment of this minimum.

3. Lead Worker Pay

156. Employees in the covered classes designated by their supervisor or foreman as a lead worker shall be entitled to a ten (10) dollar per day premium where required to plan, design, sketch, layout, detail, estimate, order materials, or take the lead on any job where at least two craft workers are assigned.
157. Employees are not eligible to receive both Lead Worker Pay and Acting Assignment Pay.

4. Standby Pay

158. Employees who, as part of the duties of their positions are required by the supervisor to standby when normally off duty to be instantly available on call for immediate emergency service for the performance of their regular duties, shall be paid twenty-five (25) percent of their regular straight time rate of pay for the period of such standby service, except that employees shall be paid ten (10) percent of their regular straight time rate of pay for the period of such standby service when outfitted by their department with an electronic paging device or cell phone. When such employees are called to perform their regular duties in emergencies during the period of such standby service, they shall be paid while engaged in such emergency service the usual rate of pay for such service as provided herein. However, standby pay shall be allowed in classes who duties are primarily administrative in nature.

5. Supervisory Differential Adjustment

159. The Appointing Officer or Human Resources Director is authorized to adjust the compensation of a supervisory employee if:
160. a. the supervisor, as part of the regular responsibilities of his/her class, supervises, directs, and is accountable and responsible for the work of subordinates;
161. b. the supervisor actually supervises the technical content of subordinate work and possesses the education and/or experience appropriate to the technical assignments;
162. c. the organization is a permanent one approved by the Supervisor, and Board of Education where applicable, and is a matter of record based upon review and investigation by the Human Resources Department;
163. d. the classification of both the supervisor and the subordinate are appropriate to the organization and have a normal/logical nexus to each other; and
164. e. the compensation schedule of the supervisor is less than one full step (approximately 5%) over the employee supervised. In determining the compensation grade of a classification being paid a flat rate, the flat rate will be converted to a bi-weekly rate and the compensation grade the top step of which is closest to the flat rate so converted shall be deemed to be the compensation grade of the flat rate classification.
165. If all of the above conditions are met, the supervisory adjustment shall be granted as follows:
166. a. The adjustment of compensation of the supervisor shall be 5% above the base wage of the employee supervised.

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- 167. b. No supervisory adjustment may exceed two full steps (approximately 10%) over the supervisor's current basic compensation in any fiscal year.
- 168. c. The compensation adjustment is retroactive to the date the employee became eligible, but not earlier than the beginning of the current fiscal year.
- 169. d. Requests for adjustment must be submitted to the Human Resources Department before the end of current fiscal year.
- 170. e. A Supervisor requesting a supervisory adjustment under this section must notify the Human Resources Department of what changes in organizational structure or compensation support the adjustment.

6. No Pyramiding

- 171. There shall be no pyramiding of overtime and premium pay under this Agreement. If an employee working overtime is eligible for overtime pay and is also covered by other premium pay provisions, unless otherwise noted, that employee shall be compensated in the following manner: the overtime premium pay will be computed on the straight time hourly base rate of pay and any other premium pay will then be added on.

III.F. HOLIDAYS AND HOLIDAY PAY

- 172. A holiday is calculated based on an eight-hour day. The following days are designated as holidays:

- New Year's Day
- Martin Luther King, Jr's Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day/Indigenous People's Day/Dia de la Raza
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

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1. Holidays that Fall on Saturday or Sunday

173. For those employees assigned to a work week of Monday through Friday, in the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday. In the event a legal holiday falls on a Sunday, the following Monday shall be observed as a holiday.

Those employees who work on a Friday or Monday which is observed as a holiday in lieu of a holiday falling on Saturday or Sunday shall be allowed a day off in lieu thereof as scheduled by the employee's Supervisor in the current fiscal year.

2. Holiday Compensation for Time Worked

174. Employees required by their Supervisors to work on any of the above designated or observed holidays, excepting Fridays or Mondays observed as holidays in lieu of holidays falling on Saturday or Sunday, shall be paid extra compensation of one additional day's pay at time-and-one-half the usual rate (i.e. 12 hours pay for 8 hours worked or a proportionate amount for less than 8 hours worked). At the employee's request and with the approval of the employee's Supervisor, an employee may be granted compensatory time off in lieu of paid overtime pursuant to the provision of this Agreement.

3. Holiday Pay for Laid Off Employees

175. An employee who is laid off at the close of business the day before a holiday who has worked not less than five previous consecutive work days shall be paid for the holiday.

4. Employees Not Eligible for Holiday Compensation

176. Persons employed for holiday work only, or persons employed on a part-time work schedule which is less than twenty (20) hours in a bi-weekly pay period, or persons employed on an intermittent part-time work schedule (not regularly scheduled), or persons working on an "as-needed" basis and who work on a designated legal holiday shall be compensated at the normal overtime rate of time and one-half the basic hourly rate, if the employee worked forty (40) hours in the pay period in which the holiday falls. Said employees shall not receive holiday compensation.

5. Floating Holidays

177. Eligible employees covered by this Agreement shall receive five (5) floating holidays in each fiscal year to be taken on days mutually agreed to by the employee and their supervisor. Employees (both full-time and part-time) must complete six (6) months continuous service to establish initial eligibility for the floating holidays. Employees hired on an as-needed, intermittent or seasonal basis shall not receive floating holidays. No compensation of any kind shall be earned or granted for floating holidays not taken. Members shall not be able to carry

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forward their floating holidays on a transfer. Floating days off may not be carried forward from one fiscal year to the next.

178. Employees who have established initial eligibility for floating holidays and who subsequently separate from District employment may, at the sole discretion of the Superintendent, be granted those floating holiday(s) to which the separating employee was eligible and had not yet taken.

III.G. TIME OFF FOR VOTING

179. If an employee does not have sufficient time to vote outside of working hours, the employee may request so much time off as will allow time to vote, in accordance with the State Election Code.

III.H VOLUNTEER/PARENTAL RELEASE TIME

180. With approval of the employee's supervisor, an employee may be granted paid release time to attend parent teacher conferences of up to four (4) hours per fiscal year (for children in pre-K, kindergarten or grades 1 to 12). The employee may be requested to provide documentation of attendance at the conference.
181. In addition, one school related event per semester may also be requested by the bargaining unit member for unpaid release time not to exceed eight (8) hours per event or sixteen (16) hours in total per school year. This unpaid release time shall be requested at least two weeks in advance of the school related event and is subject to mutual agreement by the bargaining unit member's supervisor.

III.I. SALARY STEP PLAN AND SALARY ADJUSTMENTS

182. Placement on the salary schedule at entrance shall be at Step 5 for all classifications except for promotive appointments which shall occur as described below in accordance with Section (1).
183. Appointments to positions in the District shall be at the entrance rate established for the position except as otherwise provided herein.

1. Promotive Appointment in a Higher Class

184. An employee following completion of six months continuous service who is appointed to a position in a higher classification, either permanent or temporary, deemed to be promotive by the Human Resources Department shall have his/her salary adjusted to that step in the promotive class as follows:
185. a. If the employee is receiving a salary in his/her present classification equal to or above the entrance step of the promotive class, the employee's salary in the promotive class shall be adjusted to two steps

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in the compensation schedule over the salary received in the lower class but not above the maximum of the salary range of the promotive classification.

- 186. b. If the employee is receiving a salary in his/her present classification which is less than the entrance step of the salary range of the promotive classification, the employee shall receive a salary step in the promotive class which is closest to an adjustment of 7.5% above the salary received in the class from which promoted. The proper step shall be determined by the bi-weekly compensation schedule and shall not be above the maximum of the salary range of the promotive class.
- 187. c. For the purpose of this Section, appointment to a position with a high salary schedule shall be deemed promotive.
- 188. d. If the appointment is to a craft apprentice class, the employee shall be placed at the salary step in the apprentice class pursuant to this section. However, advancement to the next salary step in the apprentice class shall not occur until the employee has served satisfactory time sufficient in the apprenticeship program to warrant such advancement.

2. Reappointment within Six Months

- 189. A permanent employee who resigns from the District and is subsequently reappointed to a position in the same classification with the District within six (6) months of the effective date of resignation shall be reappointed to the same salary step that the employee received at the time of resignation.

III.J. METHODS OF CALCULATION

1. Bi-Weekly

- 190. An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for his/her position for work performed during the bi-weekly payroll period. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

III.K. VACATION ACCURAL

- 191. The following is for informational purposes only:
- 192. Definition. "Continuous service" for vacation allowance purposes means paid service pursuant to a regular work schedule which is not interrupted by a breach in paid service.

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193. Award and Accrual of Vacation. Beginning with the first full pay period after the effective date of this Agreement, an employee shall be awarded the employee's vacation allowance on the first day of the pay period following the pay period in which the allowance is accrued.
194. An employee does not accrue vacation allowance in the first year of continuous service; however, at the end of one (1) year of continuous service, an employee shall be awarded a vacation allowance computed at the rate of .0385 of an hour for each hour of paid service in the preceding year.
195. At the end of five (5) years of continuous service, an employee shall be awarded a one-time vacation allowance computed at the rate of .01924 of an hour for each hour of paid service in the preceding year except that the amount of the vacation allowance shall not exceed forty (40) hours.
196. At the end of fifteen (15) years of continuous service, an employee shall be awarded a one-time vacation allowance computed at the rate of .01924 of an hour for each hour of paid service in the preceding year except that the amount of the vacation allowance shall not exceed forty (40) hours.
197. The maximum number of vacation hours an employee may accrue consists of two hundred and forty (240) hours carried forward from prior years plus the employee's maximum vacation entitlement which is based on the number of years of service. The maximum number of vacation hours which an employee may accrue is as follows:
- | <u>Years of
Continuous Service</u> | <u>Maximum Accrual</u> |
|----------------------------------------|------------------------|
| 1 through 5 years | 320 hours |
| more than 5 through 15 years | 360 hours |
| more than 15 years | 400 hours |
198. Per Diem or Hourly – An employee whose compensation is fixed on a per diem or hourly basis shall be paid the daily or hourly rate for work performed during the bi-weekly payroll period on a bi-weekly pay schedule. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

III.L. BLACKOUT PERIODS

199. No vacation, floating holidays or discretionary paid leave shall normally be granted during the period two (2) weeks prior to and two (2) weeks after the opening of the regular K-12 School Year.

III.M. SICK LEAVE WITH PAY LIMITATION

200. An employee who is absent because of disability leave and who is receiving disability indemnity payments may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's sick leave with pay credits so as to equal the amount the employee would have earned for a regular work schedule. If the employee wishes to exercise this option, the employee must submit a signed statement to the employee's supervisor and to the District HR Department no later than thirty (30) days following the employee's release from disability leave.

III.N. WORKERS COMPENSATION

201. Employee supplementation of workers compensation payment to equal the full salary the employee would have earned for the regular work schedule in effect at the commencement of the workers compensation leave shall be drawn only from an employee's paid leave credits including vacation, sick leave balance, or other paid leave as available. Use of compensatory time requires the employee's supervisor's approval.
202. Pursuant to Civil Service Rule 120.24., an employee returning from disability leave as defined by Civil Service Rules 120.24 will accrue sick leave at the normal rate.

III.O. STATE DISABILITY INSURANCE ("SDI")

203. Employees covered by this Agreement shall be enrolled in the State Disability Insurance program ("SDI"). The cost of SDI will be paid by the employee through payroll deduction at a rate established by the State of California Employment Development Department.

III.P. HEALTH BENEFIT CONTRIBUTION

1. Employee Health Care

204. The District shall maintain the level of health insurance and dental benefits as negotiated and shown in Appendix B in this agreement.

2. Employer Health Care Pick-up

- 205.[CM1] For the 2014-2015, 2015-2016, and 2016-2017 school years, the District agrees to continue to pay the increased costs of the employer's portion of employee medical benefits. The amount of employer's portion of employee medical benefit for 2016 calendar year will be determined in Fall of 2015 and is not included in Appendix B of this Agreement.

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3. Dependent Health Care Pick-up

206. The District shall contribute the greater amount of up to \$225 per month or 75% of the dependent rate charged by the District to employees for Kaiser coverage at the dependent plus two level.

4. Dental Coverage

207. Each employee covered by this Agreement shall be eligible to participate in the District's dental program.

The aforesaid payments shall not be considered as part of an employee's salary for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, retirement benefits or retirement contributions; nor shall such contributions be taken into account on determining the level of any other benefit which is a function of or percentage of salary.

5. Contribution While on Unpaid Leave

208. Covered employees who are not in active service for more than twelve (12) weeks shall be required to pay the Health Service System for the full premium cost of membership in the Health Service System, unless the employee shall be on approved sick leave, workers' compensation, mandatory administrative leave, disciplinary suspensions, or on a layoff holdover list where the employee verifies they have no alternative coverage. This section shall not apply to unpaid personal leave.

III.Q. RETIREMENT

209. Effective July 1, 2007, represented employees agree to pay their own employee retirement contribution in an amount equal to seven and one-half percent (7.5%) of covered gross salary. For employees who became members of SFERS prior to November 2, 1976 (Charter Section A8.509 Miscellaneous Plan), the District shall pick up the remaining one-half (0.5%) of the total eight percent (8%) employee retirement contribution to SFERS.
210. Any District pick-up of an employee's contributions shall not be considered as part of an employee's compensation for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, or retirement benefits, nor shall such contribution be taken into account in determining the level of any other benefit which is a function of or percentage of salary.
211. To the extent authorized by State law, rule changes by the City's Retirement Board regarding the crediting of accrued sick leave for retirement purposes shall be incorporated herein by reference.

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212. The parties acknowledge that the San Francisco Charter establishes the levels, terms and conditions of retirement benefits for members of the San Francisco Employees Retirement System (SFERS). The fact that a collective bargaining agreement does not specify that a certain item of compensation is excluded from retirement benefits should not be construed to mean that the item is included by the Retirement Board when calculating retirement benefits.

Pre-Retirement Seminar

213. Subject to development, availability and scheduling by SFERS and PERS, employees shall be allowed not more than one day during the life of this collective bargaining agreement to attend a pre-retirement planning seminar sponsored by SFERS or PERS. Documentation regarding an employee's attendance may be requested.
214. Employees must provide at least two-week advance notice of their desire to attend a retirement planning seminar to the appropriate supervisor. An employee shall be released from work to attend the seminar unless staffing requirements or other Department exigencies require the employee's attendance at work on the day or days such seminar is scheduled. Release time shall not be unreasonably withheld.
215. All such seminars must be located within the Bay Area.
216. This section shall not be subject to the grievance procedure.

Retirement Restoration Payment

217. For unit members who retire prior to July 1, 2012 and whose final compensation for wage deduction in Fiscal Year 2011-2012 caused by implementation of Rule 120 of the Civil Service Regulations, the District will make available restoration pay in a lump sum equivalent to the pensionable value of the wage reduction caused by the furlough days for the period used by the applicable retirement system to determine the employee's final compensation for retirement purposes (Final Compensation Period). The above provision shall also apply to unit members who retire prior to July 1, 2013.

III.R. PARKING

218. Current employee parking provisions at the Toland Street shop which have no direct cost to the District will continue subject to the availability of existing facilities for this purpose

III.S. ELECTRONIC PAYROLL SYSTEM

219. All bargaining unit members shall be paid exclusively by electronic means according to the following terms:

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220. Bargaining unit members shall be paid through direct deposit to their existing accounts.
221. Bargaining unit members not already receiving pay in this manner may provide the requisite information to the Payroll Department to enable implementation of payment by direct deposit.
222. Bargaining unit members who elect not to receive salary payments through direct deposit shall be paid through electronic means (such as a “pay card”). Unit members shall be entitled to make at least one free withdrawal from the designated financial institution each time a deposit is made by the District to the pay card.
223. In the event of a lost pay stub or if elected by a covered employee all electronic pay warrants shall be accessible via the unit member’s District user name and password to a secure website provided by the District.

ARTICLE IV - TRAINING, CAREER DEVELOPMENT AND INCENTIVES

224. Represented employees shall be on paid status when assigned to attend required educational programs scheduled during normal working hours and any necessary expenses for such required classes shall be paid by the District.

ARTICLE V - WORKING CONDITIONS

V.A. WORK ENVIRONMENT

225. The District acknowledges its responsibility to provide a safe and healthful work environment for District employees. The District agrees to investigate and give consideration to departmental recommendations to improve the working environment for represented employees. The District agrees to maintain safety standards for represented employees as required by the pertinent provisions of Cal-OSHA.
226. If a unit member has a good faith belief that a project to which he/she has been assigned presents health and/or safety risks beyond those normally associated with his/her classification, said unit member may request a review of the project by the Safety Officer before work commences. If the practice or procedure questioned is the responsibility of the designated Safety Officer, someone else shall be designated.
227. Right to Know: Material Safety Data sheets shall be available for inspection by employees or their Union representative.

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V.B. SAFETY EQUIPMENT AND PROTECTIVE CLOTHING

- 228. The District agrees to provide all required safety equipment (i.e., protective eyewear, protective footwear, hearing protection) in compliance with Cal-OSHA regulations.
- 229. The District shall provide each bargaining unit member with a yearly allowance of up to \$300 for safety equipment and protective clothing. The allowance will be available within thirty (30) days of the final adoption of the District's budget in each year.

V.C. REPLACEMENT OF PRESCRIPTION SAFETY EYEGLASSES

- 230. This provision is designed to replace prescription safety glasses for those unit members who work under conditions that make the wearing of safety goggles or a protective mask impracticable. For unit employees who meet the above test, the District will reimburse the employee for prescription safety glasses that are damaged in the course of their work, provided that the employee has exercised reasonable care with respect to his/her glasses. The reimbursement shall be limited to that portion of the cost of replacement glasses which are comparable to those damaged and not otherwise covered by insurance, up to a total of \$225.
- 231. To be eligible for reimbursement, the employee must apply for whatever insurance coverage may be available to him/her and meet all the other criteria set forth above.

V.D. FOUL WEATHER GEAR

- 232. Represented employees shall not be required to perform their normal work duties in the rain without being provided adequate foul weather gear consisting of hat, coat, pants and boots.

V.E. TOOL INSURANCE

- 233. As applicable, the District agrees to indemnify employees covered under this Agreement for the loss or destruction of the employee's tools subject to the following conditions:
- 234. 1. These provisions shall apply when an employee's tools are lost or damaged due to fire or theft by burglary while the tools are properly on District property or being used by the employee in the course of District business.
- 235. 2. The employee must demonstrate that he/she has complied with all of the tool safekeeping rules required by the District at the employee's particular work location.

ARTICLE 6 - SCOPE

236. 3. Upon approval of this Agreement and prior to any losses, the employee must submit a list of his/her tools to his/her appointing officer and the latter must acknowledge and verify said inventory both as to existence of said tools and their necessity as relates to the employee's job duties. Tools not enumerated on said list shall not be governed by these provisions.
237. 4. The employee shall be responsible for using all reasonable means to preserve and protect his/her tools. Failure to do so shall relieve the District from any and all obligations under this section. Any employee making false or inaccurate claims under this section shall be subject to disciplinary action by his/her supervisor.
238. 5. In the case of theft, the following procedures shall be followed in perfecting a claim:
239. a. The employee shall submit a written statement made under penalty of perjury of the tools stolen to his/her supervisor, the local police department and the Union.
240. b. The statement must contain the member's name, location, and details of loss, date of loss and date reported to the police.
241. c. The statement must be submitted to the parties set forth in subsection (a) immediately above within five (5) days of the loss, unless the employee is on authorized leave in which case the employee shall have five (5) days from the date of his/her return to report the loss.
242. d. In case of damage due to fire, the requirements of Section (5) above shall be followed with the exception that verified reports need not be filed with the police.
243. e. The first ten dollars (\$10.00) of any loss shall be borne by the employee. A "loss" is defined as the total dollar amount of the tools of the employee lost or damaged in one incident. Approved claims shall be settled by the District paying to the employee the replacement cost of the tool(s) minus ten dollars (\$10.00).
244. f. The replacement cost for tools governed hereunder shall be determined by agreement between the employee or his representative and the employee's supervisor. Where possible, tools shall be replaced by tools of the same brand name and model. Any dispute resulting from attempts to determine tool replacement costs shall be submitted to an appropriate grievance procedure for resolution. In instances where the employee has suffered a loss of a substantial number of tools which would jeopardize the employee's ability to perform his/her job duties and if there is a dispute as to tool replacement costs, the employee shall not lose any time from work as a result thereof.

ARTICLE 6 - SCOPE

V.F. MEDICAL EXAM

- 245. In instances when covered employees are exposed to conditions hazardous to their health and when required by State law, said employee may request and be entitled to a medical examination. The cost will be paid by the District.
- 246. Departmental safety/medical monitoring programs shall only be instituted after meeting and conferring, as required by the EERA, between the parties. Any such program shall assure that reasonable accommodations be made within the department for persons with disabilities.

V.G. CLEAN UP TIME

- 247. Adequate clean-up time is provided on an as-needed basis.

V.H. FAMILY LEAVE

- 248. The parties acknowledge the obligation of the District to enforce the rules and regulations set forth in the Family Medical Leave Act and the California Family Rights Act. This provision is not subject to the grievance procedure.

V.I. SUBSTANCE ABUSE TESTING PROGRAM

- 249. The District and Union shall begin meeting and conferring in regard to establishing a mutually agreed upon substance-abuse testing program to be implemented during the term of the Agreement for safety-sensitive employees in positions that are not currently covered by the Federal Department of Transportation testing regulations.

V.J. INSURABILITY

- 250. **Condition of Employment and Continued Employment** – Eligibility under the District’s Standard policy for insurability at the time of employment and for continued eligibility while employed. An applicant or unit member shall not be eligible for the District’s Standard policy for insurability in the following circumstances:
 - a. Three (3) or more accidents in the last three (3) years in which the applicant/unit member has been at fault or cited by a law enforcement agency, or
 - b. One (1) or more type A violations in the last three (3) years: Type A violations are defined as follows:

ARTICLE 6 - SCOPE

1. Driving under the influence of alcohol or drugs (whether or not they are prescriptions)
 2. Negligent homicide arising out of a use of a vehicle (commonly known as vehicular manslaughter)
 3. Operating motor vehicle during period of license suspension or revocation
 4. Operating motor vehicle for the commission of felony
 5. Aggravated assault with a motor vehicle
 6. Operating motor vehicle without owners authority (grand theft auto)
 7. Permitting unlicensed person to drive
 8. Reckless driving
 9. Speed contest (Exhibition of Speed)
 10. Hit and run – either bodily injury or property damage.
- c. Any combination of four (4) or more of the following during the past three (3) years.
1. At-fault/cited accidents while operating a motor vehicle
 2. Type B (moving violations)
251. Possession of a valid operator's license issued by the California Department of Motor Vehicles and maintenance of said license while employed.
252. **Discipline/discharge due to ineligibility**
- a. As long as the efficiency of District operation is not impaired, a permanent unit member who has his/her license suspended shall be transferred to an available assignment in his/her classification which does not require a valid driver's license for operation of a motor vehicle. In the absence of said available position, the unit member shall be subject to separation from District service, as provided for in paragraph 236(e)(1) below.
 - b. As long as the efficiency of District operation is not impaired, a permanent unit member who becomes ineligible for the District's standard vehicle coverage (as defined herein) shall be transferred to an available assignment in his/her classification which does not require operation of a vehicle. In the absence of said available position, the unit member shall be subject to separation from District service, as provided for in 236 (e)(1) below.

ARTICLE 6 - SCOPE

- c. A permanent unit member who has his/her license revoked by California Department of Motor Vehicles shall be subject to separation of from District service, as provided for in paragraph 236(e)(1) below.

253. **Special Employment Status**

- a. However, prior to any dismissal action contemplated above, the employee shall be placed in a special employment status for at least thirty (30) working days during which he/she shall be required to make his/her own transportation arrangement in order to properly fulfill District duties.
- b. If said thirty (30) workday period results in satisfactory and efficient service to the District, the possibility of dismissal action shall be deferred until such time, if any, that satisfactory and efficient service by the unit member in the special employment status is no longer being rendered.
- c. If said service becomes unsatisfactory or inefficient, the unit member shall be given written notice thereof and a ten (10) workday period in which to make the desired improvement.
- d. If the service is corrected, the deferral process described in 236(a) above shall be reinstated and the special employment status process described herein shall continue.
- e. Failure to make the desired improvement within said period shall result in the District placing the permanent unit member on an unpaid leave of absence for up to 36 months.
 1. During said 36 month period, if the permanent unit member on unpaid leave presents verification to the District that his/her vehicle operator's license has been reinstated by the California Department of Motor Vehicles or that he/she has become eligible for the District's standard vehicle insurance coverage, the unit member shall be reinstated to the first vacant position in his/her classification; or re-employed by the District in place of any of its temporary or as needed employees in said class. Upon completion of said 36 month period, if the unit member has been reinstated or re-employed, as provided for herein, he/she shall be dismissed from District service.

ARTICLE VI - SCOPE

254. The parties recognize that re-codifications may change the reference to specific Civil Service Rules and Charter sections contained herein. Therefore, the parties agree, in the event, that such terms will read as if they accurately reference the same sections in their newly codified form.

ARTICLE 6 - SCOPE

VI.A. SCOPE OF AGREEMENT

255. This Agreement set forth the full and entire understanding of the parties regarding the matter herein.

VI.B. REOPENERS

256. 2014-2015: Each party shall be entitled to reopen negotiations over this Article III.A.

VI.C. ZIPPER CLAUSE

257. Except as may be amended through the procedure provided below, this Agreement sets forth the full and entire understanding of the parties regarding the matters herein. This Agreement may be modified, but only in writing, upon the mutual consent of the parties.

PAST PRACTICE

258. The parties agree that any and all past practices and other understandings between the parties not expressly memorialized and incorporated into this Agreement shall no longer be enforceable.

CIVIL SERVICE RULES

259. Nothing in this Agreement shall alter the Civil Service Rules excluded from arbitration pursuant to Charter Section A8.409-3. In addition, such excluded Civil Service Rules may be amended during the term of this Agreement and such changes shall not be subject to any grievance and arbitration procedure but shall be subject to meet and confer negotiations, subject to applicable law. The parties agree that, unless specifically addressed herein, those terms and conditions of employment that are currently set forth in the Civil Service Rules and are otherwise consistent with this Agreement shall continue to apply to employees covered by this contract. As required by Charter Section A8.409-3, the Civil Service Commission retains sole authority to interpret and to administer all Civil Service Rules. Disputes between the parties regarding whether a Civil Service Rule or a component thereof is excluded from arbitration shall be submitted initially for resolution to the Civil Service Commission. All such disputes shall not be subject to the grievance and arbitration process of the Agreement.
260. The District and the individual unions agree to use all reasonable efforts to meet and confer promptly regarding proposed changes to the Civil Service Commission Rules.

VI.D. DURATION OF AGREEMENT

261. This Agreement shall be effective July 1, 2012, and shall remain in full force and effect through June 30, 2015, with no reopeners except as specifically provided herein.
262. a. Contract Extension – This contract extension shall be effective July 1, 2015, and shall remain in full force and effect through June 30, 2017 with no reopeners except as specifically provided herein.

VI.E. SAVINGS CLAUSE

263. Should any part of this Agreement be determined to be contrary to law, such invalidation of that part or portion of this Agreement shall not invalidate the remaining portions hereof. In the event of such determination, the parties agree to immediately meet and confer in an attempt to agree upon a provision for the invalidated portion which meets with the precepts of the law.
264. Each signatory agrees to the common collective bargaining agreement in its own right and reserves the right to negotiate separately in future agreements.

APPENDIX A

APPENDIX A – SALARY SCHEDULE

1% - Effective July 1, 2013

Job Classification	Grade		Steps				
			1	2	3	4	5
7318 Electronic Maintenance Tech*	127	Hourly					\$ 44.4353
		Bi-Weekly					\$ 3,554.82
7238 Electrician Supervisor	631	Hourly	\$ 38.3849	\$ 40.3042	\$ 42.3193	\$ 44.4354	\$ 46.6571
		Bi-Weekly	\$ 3,070.79	\$ 3,224.33	\$ 3,385.54	\$ 3,554.83	\$ 3,732.56
7345 Electrician*	146	Hourly					\$ 38.1405
		Bi-Weekly					\$ 3,051.24

1% - Effective January 1, 2014

Job Classification	Grade		Steps				
			1	2	3	4	5
7318 Electronic Maintenance Tech*	127	Hourly					\$ 44.8796
		Bi-Weekly					\$ 3,590.37
7238 Electrician Supervisor	631	Hourly	\$ 38.7687	\$ 40.7072	\$ 42.7425	\$ 44.8797	\$ 47.1236
		Bi-Weekly	\$ 3,101.50	\$ 3,256.57	\$ 3,419.40	\$ 3,590.38	\$ 3,769.89
7345 Electrician*	146	Hourly					\$ 38.5219
		Bi-Weekly					\$ 3,081.75

* Entrance at Step 5

APPENDIX A

2% - Effective July 1, 2014

Job Classification	Grade		Steps				
			1	2	3	4	5
7318 Electronic Maintenance Tech*	127	Hourly					\$45.7772
		Bi-Weekly					\$3,662
7238 Electrician Supervisor	631	Hourly	\$39.5441	\$41.5213	\$43.5974	\$45.7773	\$48.0661
		Bi-Weekly	\$3,163.53	\$3,321.70	\$3,487.79	\$3,662.18	\$3,845.29
7345 Electrician*	146	Hourly					\$39.2923
		Bi-Weekly					\$3,143.38

2% - Effective December 31, 2014

Job Classification	Grade		Steps				
			1	2	3	4	5
7318 Electronic Maintenance Tech*	127	Hourly					\$46.6927
		Bi-Weekly					\$3,735
7238 Electrician Supervisor	631	Hourly	\$40.3350	\$42.3517	\$44.4693	\$46.6928	\$49.0274
		Bi-Weekly	\$3,226.80	\$3,388.14	\$3,557.54	\$3,735.42	\$3,922.19
7345 Electrician*	146	Hourly					\$40.0781
		Bi-Weekly					\$3,206.25

* Entrance at Step 5

APPENDIX A

1.5% - Effective July 1, 2015

Job Classification	Grade		Steps				
			1	2	3	4	5
7318 Electronic Maintenance Tech*	127	Hourly					\$47.3931
		Bi-Weekly					\$3,791
7238 Electrician Supervisor	631	Hourly	\$40.9400	\$42.9870	\$45.1363	\$47.3932	\$49.7628
		Bi-Weekly	\$3,275.20	\$3,438.96	\$3,610.90	\$3,791.46	\$3,981.02
7345 Electrician*	146	Hourly					\$40.6793
		Bi-Weekly					\$3,254.34

1.5% - Effective December 30, 2015

Job Classification	Grade		Steps				
			1	2	3	4	5
7318 Electronic Maintenance Tech*	127	Hourly					\$48.1040
		Bi-Weekly					\$3,848
7238 Electrician Supervisor	631	Hourly	\$41.5541	\$43.6318	\$45.8133	\$48.1041	\$50.5092
		Bi-Weekly	\$3,324.33	\$3,490.54	\$3,665.06	\$3,848.33	\$4,040.74
7345 Electrician*	146	Hourly					\$41.2895
		Bi-Weekly					\$3,303.16

* Entrance at Step 5

APPENDIX A

2.75% - Effective July 1, 2016

Job Classification	Grade		Steps				
			1	2	3	4	5
7318 Electronic Maintenance Tech*	127	Hourly					\$49.4269
		Bi-Weekly					\$3,954
7238 Electrician Supervisor	631	Hourly	\$42.6968	\$44.8317	\$47.0732	\$49.4270	\$51.8982
		Bi-Weekly	\$3,415.74	\$3,586.54	\$3,765.86	\$3,954.16	\$4,151.86
7345 Electrician*	146	Hourly					\$42.4250
		Bi-Weekly					\$3,394.00

2.25% - Effective December 28, 2016

Job Classification	Grade		Steps				
			1	2	3	4	5
7318 Electronic Maintenance Tech*	127	Hourly					\$50.5390
		Bi-Weekly					\$4,043
7238 Electrician Supervisor	631	Hourly	\$43.6575	\$45.8404	\$48.1323	\$50.5391	\$53.0659
		Bi-Weekly	\$3,492.60	\$3,667.23	\$3,850.58	\$4,043.13	\$4,245.27
7345 Electrician*	146	Hourly					\$43.3796
		Bi-Weekly					\$3,470.37

* Entrance at Step 5

APPENDIX B

APPENDIX B – HEALTH BENEFITS

Health Plan Rates Effective 1/1/2013 through 12/31/2013

BIWEEKLY RATES	CITY HEALTH PLAN		KAISER		BLUE SHIELD	
	SFUSD Pays	Employee Pays	SFUSD Pays	Employee Pays	SFUSD Pays	Employee Pays
Employee	\$ 246.83	\$ 334.23	\$ 246.83	\$ 1.03	\$ 253.02	\$ 45.67
Employee + 1 Dependent	\$ 585.72	\$ 555.96	\$ 493.74	\$ 1.03	\$ 556.98	\$ 39.47
Employee + 2 or More Dependents	\$ 585.72	\$ 1,024.94	\$ 585.72	\$ 114.00	\$ 603.27	\$ 240.32

Health Plan Rates Effective 1/1/2014 through 12/31/2014

BIWEEKLY RATES	CITY HEALTH PLAN		KAISER		BLUE SHIELD	
	SFUSD Pays	Employee Pays	SFUSD Pays	Employee Pays	SFUSD Pays	Employee Pays
Employee	\$ 258.30	\$ 307.34	\$ 258.30	\$ 1.83	\$ 258.30	\$ 38.38
Employee + 1 Dependent	\$ 614.99	\$ 497.56	\$ 518.18	\$ 2.12	\$ 556.16	\$ 37.02
Employee + 2 or More Dependents	\$ 614.99	\$ 958.35	\$ 614.99	\$ 114.19	\$ 614.99	\$ 215.48

APPENDIX B

Health Plan Rates Effective 1/1/2015 through 12/31/2015

BIWEEKLY RATES	CITY HEALTH PLAN		KAISER		BLUE SHIELD	
	SFUSD Pays	Employee Pays	SFUSD Pays	Employee Pays	SFUSD Pays	Employee Pays
Employee	\$ 262.06	\$ 205.21	\$ 255.68	\$ 0	\$ 262.06	\$ 36.73
Employee + 1 Dependent	\$ 611.70	\$ 305.54	\$ 510.43	\$ 0	\$ 559.91	\$ 36.73
Employee + 2 or More Dependents	\$ 611.70	\$ 680.52	\$ 605.32	\$ 116.55	\$ 611.70	\$ 232.16

APPENDIX C

APPENDIX C - ADDENDUM

TERMS AND CONDITIONS OF EMPLOYMENT

All existing terms and conditions of employment contained in the current collective bargaining agreement shall remain the same except where individual crafts unions may negotiate and reach agreement with the District on specific provisions applicable only to their unit that will be incorporated as an appendix to the common agreement for that specific union.

BARGAINING UNIT WORK

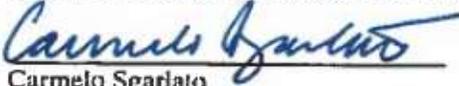
The District agrees that it will not assign work currently performed by specific represented classifications under this Agreement to other classifications in this Agreement or to any other District employees in other bargaining units.

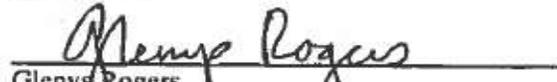
COMMUTER CHECKS

The District shall make available to bargaining unit members participation in the District's commuter check program as soon as administratively feasible.

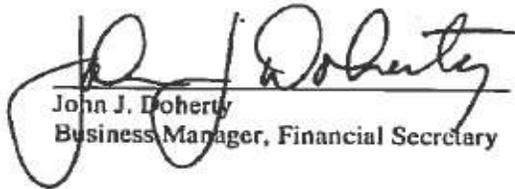
Signatures

SAN FRANCISCO UNIFIED SCHOOL DISTRICT:

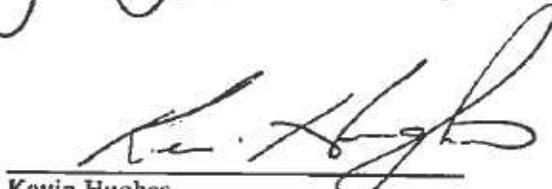

Carmelo Sgarlato
Executive Director, Labor Relations


Glenys Rogers
Director, Special Projects - Human Resources

International Brotherhood of Electrical Workers, Local 6


John J. Doherty
Business Manager, Financial Secretary

Feb 6, 2015


Kevin Hughes
Assistant Business Manager

Feb 6, 2015