

**COLLECTIVE BARGAINING AGREEMENT**

By and between

**the INTERNATIONAL UNION OF OPERATING ENGINEERS,  
STATIONARY ENGINEERS LOCAL 39, AFL-CIO**

and

**SAN FRANCISCO UNIFIED SCHOOL DISTRICT**



**JULY 1, 2017 - JUNE 30, 2020**

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**1. RECOGNITION**

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 Stationary Engineers, Local 39 (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 provisions of California Government Code, Sections 3540 through 3549.3, also known as the Educational Employment Relations Act (EERA).

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

- 7262 Maintenance Planner
- 7205 Chief Stationary Engineer
- 7333 Apprentice Stationary Engineer
- 7334 Stationary Engineer
- 7335 Senior Stationary Engineer

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.

**2. PREAMBLE**

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 the jurisdiction of the District, that section shall be invalid, as shall any portion that is in conflict with the Education Code.

**3. NON DISCRIMINATION**

The District and the Union agree that no employee shall be discriminated against because of race, national origin, religion, political affiliation, affiliation with an employee organization, sexual preference, sex, age, physical handicap, or other non-merit/non-job-related factors, provided the individual's ability to perform the task is not impaired thereby. The District agrees that no employee shall be subject to sexual harassment.

#### 4. UNION SECURITY

Upon sixty (60) days notice from the Union, the District agrees to implement the following Organizational security agreement.

A. An employee shall, as a condition of continued employment, within thirty (30) days of implementation of this agreement or his/her employment, transfer or promotion within the District, execute a payroll deduction form, and thereby become a member in good standing in the Union; or, execute a payroll deduction form, and thereby pay to the Union a monthly service fee equal to the regular monthly dues; or, in the case of an employee who certifies he/she cannot join or support an employee organization because of religious convictions shall execute a payroll deduction authorization form, and thereby pay sums equal to Union dues to one of the following:

San Francisco Education Fund  
San Francisco School Volunteers  
American Cancer Society  
American Heart Association

B. All employees covered by these provisions will be informed as to their obligation under this section of the Agreement.

C. Upon seven (7) days notice to the District from the Union that an employee described above has failed to maintain his/her membership in good standing or has failed to maintain his/her current charitable contribution payments, the District shall notify each such employee in writing, with a copy to the Union, that (1) he/she is in Violation of the MOU between the District and Union, and (2) failure to complete the payroll deduction authorization form within seven (7) days shall result in an automatic service fee payroll deduction.

D. The District shall furnish the Union on a monthly basis the names, classifications, and work locations of all employees subject to this Agreement. Newly hired or separated employees will be so indicated in this report.

E. This District shall also furnish the Union verification of employee contributions transmitted to charitable organizations.

F. The District shall, within thirty (30) days of this Agreement, provide the Union with a list of those employees, both permanent and temporary, who are not currently paying either Union dues or agency fees.

G. Lists provided for Sections 4D, E and F above, shall be in a machine-readable format.

H. Should the Union establish an initiation fee, it will be included in the Agreement of Paragraph A. above.

I. Pursuant to Education Code Sec. 45168, the employee may pay service fees directly to the Union in lieu of salary deduction.

J. The Union agrees to indemnify and hold the District harmless from any and all claims, demands, suits or other actions arising from this organizational security agreement.

- K. The Union affirms that it is required and agrees to provide equal employment representation for all members of the bargaining unit regardless of membership status.
- L. The provision of this organizational security agreement may be terminated by a majority vote of employees in the bargaining unit which shall be conducted upon submission of a petition signed by 30% of the employees in the bargaining unit pursuant to the rules and regulations of PERB.
- M. The District agrees to maintain the Union rights to payroll deduction.
- N. These organizational security provisions shall only become operative if bargaining unit members approve them in an election to be conducted by PERB.
- O. No Layoff Provision – For 2002-2003 and 2003-2004, the District shall not initiate layoffs of any Local 39 members.
- P. Agency Fee – 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 has complied with the requirements set forth in this section and in *Hudson*, 475 U.S. 292.

**5. UNION RIGHTS**

- A. Union Representatives - The Union may select one employee member for each 25 employees in the unit, or fraction thereof to attend, during regular duty or work hours, without loss of compensation, meetings scheduled with the District, or its representatives for the purpose of meetings and negotiating on matters within the scope of representation. The selection of such employee member(s), or substitution or replacement thereof and attendance at meetings during their regular duty or work hours, shall be subject to the following:
  - 1. The union shall inform the District in writing of the employee member who has been selected, pursuant to section A above.
  - 2. No selected member shall leave the duty or workstation, or assignment without specific prior approval of his/her department head, or other authorized District Manager.
  - 3. In scheduling meetings, due consideration shall be given to the operational needs and work schedule of the department, division, or section in which the employee member is assigned.
- B. Steward
  - 1. The Union shall furnish the District with the name of the employee designated as Shop Steward. The Union may submit a substitute's name at any time because of the permanent absence of the designated Shop Steward. If the Shop Steward is not officially designated in writing by the Union, none will be recognized for that area.
  - 2. The Union recognizes that it is the responsibility of the Shop Steward to assist in the resolution of grievances at the lowest possible level.

3. Upon notification by an appropriate management person, a steward, subject to management approval, which shall not be unreasonably withheld, shall be granted reasonable release time to investigate and process grievances and appeals. The steward shall advise his/her supervisor of the area or work location where the investigating or processing of grievances will take place.
4. In emergency situations, where immediate disciplinary action must be taken because of a violation of law or a District rule (intoxication, theft, etc.) the Shop Steward shall not unreasonably be denied the right to leave his/her post of duty to assist in the grievance procedure.
5. The Shop Steward shall not interfere with the work of any employee. The Shop Steward, in the course of investigating or processing a grievance, may interview an employee during the employee's duty time, provided said interview does not interfere with the employee's duties.

#### C. Agenda

The District shall make the agenda of each Board of Education meeting available to the Union at approximately the same time as it is made available to the Board.

#### D. Bulletin Boards

Upon request by the Union, the Department shall provide reasonable space on bulletin boards for use by the Union to communicate with its members.

### 6. MANAGEMENT RIGHTS

It is agreed that the delivery of 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.

The Union recognizes the District's right to establish and/or revise performance level 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, to prepare work schedules, and to measure the performance of each employee or group of employees.

Employees who work at less than acceptable levels of performance may be subject to disciplinary measures as provided for in this Agreement.

Prior to formal issuance of the RFP, invitation to bid or issuance of an informal contract a copy shall be sent to the Union. Prior to final action on said RFP, invitation to bid or issuance of an informal contract, the District shall make available for inspection any and all pertinent background and/or documentation reasonably related to the service 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.

## **7. COMPENSATION AND HOURS**

### **A. Schedules of Compensation**

1. Compensation for the respective classifications of employment shall be paid for services under a normal work schedule as defined herein.
2. Compensations listed are gross amounts and are paid on a biweekly basis unless otherwise specified.

The parties agree to an economic package equal to the following:

Effective July 1, 2017 – Five percent (5%) increase + two percent (2%) internal adjustment (Retro to July 1, 2017)

Effective July 1, 2018 – Four percent (4%) increase + two percent (2%) internal adjustment

Effective July , 1, 2019 – Three percent (3%) increase

<b>Job Code and Title</b>		<b>5% + 2% Rate Effective 7/1/17</b>	<b>4% + 2% Rate Effective 7/1/2018</b>	<b>3% Rate Effective 7/1/2019</b>
7262 – Maintenance Planner	Hourly	\$55.0131	\$57.2136	\$58.9300
	Bi-Weekly	\$4,401.05	\$4,577.09	\$4,714.40
7205 – Chief Engineer	Hourly	\$51.1515	\$54.2615	\$55.8893
	Bi-Weekly	\$4,092.12	\$4,340.92	\$4,471.14
7335 – Sr. Stationary Engineer	Hourly	\$45.9455	\$48.7390	\$50.2012
	Bi-Weekly	\$3,675.64	\$3,899.12	\$4,016.10
7334 – Stationary Engineer	Hourly	\$40.7470	\$43.2244	\$44.5211
	Bi-Weekly	\$3,259.76	\$3,457.95	\$3,561.69

Entrance at Step 5

Effective July 1, 2017 – Five Percent (5%) increase + two percent (2%) internal adjustment

<b>Job Code and Title</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
7333 – Apprentice Stationary Engineer	Hourly	\$27.0324	\$28.4552	\$29.9528	\$31.5293	\$33.1887	\$34.9355	\$36.7742	\$38.7097
	Bi-Weekly	\$2,196.59	\$2,276.42	\$2,396.22	\$2,522.34	\$2,655.10	\$2,794.84	\$2,941.94	\$3,096.78

Effective July 1, 2018 – Four Percent (4%) increase + two percent (2%) internal adjustment

Job Code and Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
7333 – Apprentice Stationary Engineer	Hourly	\$28.6760	\$30.1853	\$31.7739	\$33.4463	\$35.2066	\$37.0596	\$39.0101	\$41.0632
	Bi-Weekly	\$2,294.08	\$2,414.82	\$2,675.70	\$2,675.70	\$2,816.53	\$2,964.77	\$3,120.81	\$3,285.06

Effective July 1, 2019 – Three Percent (3%) increase

Job Code and Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
7333 – Apprentice Stationary Engineer	Hourly	\$29.5363	\$31.0909	\$32.7271	\$34.4497	\$36.2628	\$38.1714	\$40.1804	\$42.2950
	Bi-Weekly	\$2,362.90	\$2,487.27	\$2,618.17	\$2,755.98	\$2,901.02	\$3,053.71	\$3,214.43	\$3,383.60

#### 4. Electronic Payroll System

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

- a. Bargaining unit members shall be paid through direct deposit to their existing accounts.
- b. Bargaining unit member not already receiving pay in this manner may provide the requisite information to the Payroll Department to enable implementation of payment by direct deposit.
- c. Bargaining unit members who elect not to receive salary payments through direct deposit shall be paid through alternative 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.
- d. 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.
  - 1) All bargaining unit members shall have access to a District computer and printer during non-duty time within normal business hours at the work site or alternate District locations for the purpose of verifying salary deposits, viewing itemized wage statements (“pay stub”) and printing hard copies thereof.
- e. Electronic posting of salary deposits and itemized wage statements shall remain accessible to employees for two (2) full years from the date of pay.
- f. The District will provide training regarding implementation of the electronic payroll system to any bargaining unit member on request.

#### B. Work Schedules

##### 1. Hours and Overtime

- a. The normal work week is forty (40) hours consisting of five (5) consecutive eight (8) hour days, commencing on 12:01 A.M. Monday and ending the following Sunday at 12:00 midnight and continuing at recurring work periods of seven (7) consecutive days thereafter. A normal workday is a tour of duty of eight (8) hours completed



within nine (9) hours. A regular tour of duty may commence at a time not earlier than 6 A.M. and all regular tours of duty shall conclude not later than 5:00 P.M.

- b. Any time worked under proper authorization of the Superintendent or his/her designee in excess of said specified normal (8) hours per day and forty (40) hours per week for full time employees, unless an employee agrees to work a corresponding amount of compensatory time less than eight (8) hours or another day in that week shall be compensated at the rate of one and one-half (1-1/2) times the excess hours worked.
- c. As provided for herein, non-emergency overtime opportunities shall be rotated among unit members within a given class who have submitted a written request to the Department Manager to be considered for such overtime opportunities. A unit member who declines an overtime opportunity shall be placed at the bottom of the rotation list. Nothing contained herein shall be construed to limit the District's ability to deviate from the rotational sequence if the particular needs/nature of an overtime assignment requires specialized skills.
- d. Full time employees shall be allowed a fifteen (15) minute rest period at the approximate mid-point of both the morning and afternoon work periods. Employees on exterior staging, may take a one (1) hour lunch break in lieu of the aforementioned rest breaks.
- e. Exceptions to the Normal Work Week:
  - 1. Specially funded training programs approved by the Human Resources Department.
  - 2. Educational and Training Courses - Regular permanent civil service employees may, on a voluntary basis with approval of the Department Manager, work a forty-hour week in six days when required in the interest of furthering the education and training of the employees.
  - 3. Employees shall receive no compensation when properly notified (2 hr. notice) that work applicable to the classifications is not available because of inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances.
  - 4. 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.
  - 5. 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-half hour.
  - 6. Any change in the normal work week shall be the subject of meeting and conferring between the Union and the appointing officer.

## 2. Alternate Work Schedule

By mutual agreement the District and Union may enter into cost equivalent alternate work schedules for some or all represented employees. Such alternate work schedules may include, but are not limited to, core hours flex-time; full-time work weeks of less than five (5) days or a combination of features mutually agreeable to the parties. Such changes in the work schedule shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as those provided to employees on five (5) day, forty (40) hours a week schedules.

## 3. Voluntary Reduced Work Week

Employees, subject to the approval by the Superintendent or his/her designee, 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.

## 4. A part-time schedule is a tour of duty of less than forty hours per week.

### C. Compensations for Various Work Schedules

#### 1. Normal Work Schedule

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

#### 2. Part-Time Work Schedules

Salaries for part-time services shall be calculated upon the compensation for normal work schedules proportionate to the hours actually worked.

### D. Additional Compensation

#### 1. Night Duty

Employees shall be paid 6.25% more than the base rate for hours worked between 5:00 p.m. and 7:00 a.m. If the employee works at least one hour (1) of his/her regularly scheduled shift between 5:00 P.M. and 7:00 A.M., except those employees participating in an authorized flex-time program and who voluntarily work between the hours of 5:00 P.M. and 7:00 A.M.

#### 2. Extended Tour of Duty

An extended tour of duty shall be a tour of duty of eight hours work completed within eleven consecutive hours but extended over more than nine hours. There shall be only one split in any tour of duty. Employees on an extended tour of duty shall be paid for time actually worked and shall be paid 50% above their base rate after the ninth hour.

### 3. Supervisory Differential Adjustment

The Superintendent or his/her designee is hereby authorized to adjust the compensation of a supervisory employee whose schedule of compensation is set herein subject to the following conditions:

- a. The supervisor, as part of the regular responsibilities of his/her class, supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or subordinates.
- b. The adjustment is a permanent one approved by the Superintendent or his/her designee.
- c. The classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal, logical relationship to each other in terms of their respective duties and levels of responsibility and accountability in the organization.
- d. The compensation schedule of the supervisor is less than one full step (approximately 5%) over the compensation schedule, exclusive of extra pay, of the employee supervised. In determining the compensation schedule of a classification being paid a flat rate, the flat rate will be converted to a bi-weekly rate and the compensation schedule the top step of which is closest to the flat rate so converted shall be deemed to be the compensation schedule of the flat rate classification.
- e. The adjustment of the compensation schedule of the supervisor shall be to the nearest compensation schedule representing, but not exceeding, one full step (approximately 5%) over the compensation schedule, exclusive of extra pay, of the employee supervised.
- f. If the application of this Section adjusts the compensation schedule of an employee in excess of his/her immediate supervisor, the pay of such immediate supervisor covered by this agreement shall be adjusted to an amount \$1.00 bi-weekly in excess of the base rate of his/her highest paid subordinate, provided that the applicable conditions under paragraph "e" are also met.
- g. The decision of the Superintendent or his/her designee as to whether the compensation schedule of a supervisory employee shall be adjusted in accordance with this section, shall be final and shall not be subject to grievance.
- h. Compensation adjustments are effective retroactive to the beginning of the current fiscal year or the date in the current fiscal year upon which the employee became eligible for such adjustment under these provisions.
- i. To be considered, requests for adjustment under the provisions of this section must be received in the offices of the Human Resources Department not later than the end of the current fiscal year.

- j. In no event will the Superintendent approve a supervisory salary adjustment in excess of 2 full steps (approximately 10%) over the supervisor's current basic compensation. If in the following fiscal year a salary inequity continues to exist, the Superintendent may again review the circumstances and may grant an additional salary adjustment not to exceed 2 full steps (approximately 10%).
- k. An employee shall be eligible for supervisory differential adjustments only if they actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignment.

#### 4. Call Back

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 at the applicable rate or shall be compensated for all hours actually worked at the applicable rate, whichever is greater.

This section shall not apply to employees who are called back to duty when on a stand-by status. The employee's work day shall not be adjusted to avoid the payment of this minimum.

#### 5. Standby Pay

Employees who, as part of the duties of their positions are required by the Departmental Manager to standby when normally off duty to be instantly available on call for immediate emergency service of the performance of their regular duties, shall be paid the San Francisco Minimum Wage per hour for the period of such standby service. During the standby period employees are relieved from duty and such hours are not to be considered hours worked under the Fair Labor Standards Act (FLSA). The issuance of an electronic paging device does not in itself constitute eligibility for standby pay. When such employees are called on to perform their regular duties in emergencies during the period of such standby service, they shall be paid while engaging in such emergency service the usual rate of pay for such service as provided herein. Notwithstanding the general provisions of this section, standby pay shall not be allowed in classes whose duties are primarily administrative in nature.

- a. 7/1/2017 - \$14.00 per hour
- b. 7/1/2018 - \$15.00 per hour
- c. Every year thereafter, CPI-U increase, All items unadjusted, San Francisco-Oakland-San Jose (1982-184=100) All Urban consumers

#### 6. Acting Assignment Pay

- a. An employee assigned in writing by a Department manager to perform the normal day-to-day duties and responsibilities of a higher classification of an authorized (i.e., budgeted) position shall be entitled to the higher classification pay on the first day of performance of said classification duties.

- 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 represents 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.

#### 7. Lead Pay

- a. Lead pay shall increase to ten dollars (\$10.00) per diem with adoption of District language on implementation.
- b. Effective thereafter employees designated by their supervisors as lead workers shall be entitled to the ten dollar (\$10.00) per diem only in situations involving:
  - 1. regularly assigned to plan, design, sketch, layout detail, estimate or order materials when said work is outside the regular job description and duties of the class.
  - 2. when assigned to team maintenance and only when the supervisor recommends that said assignment meet the description in Section "a" above.

#### 8. Multiple License Requirement Stipend

- a. A stipend of \$2,400 (\$1,200 per semester) shall be paid to all unit members in possession of CFC, Confined space and HazMat license/certification. Unit members must have all three licenses/certifications to receive the stipend. This stipend shall be paid on a separate, off-cycle check. If payment is not received by the fourteen (14) day after the end of the fall or spring semester, a ten percent (10%) per day interest penalty shall be assessed.

#### 9. Workers' Safety

- a. The Department Manager shall determine and provide those employees who require safety shoes to perform their regular tasks. The cost of said shoes shall not exceed \$200 per bargaining unit member per year.
- b. Employees who wear prescription glasses and are determined by the Departmental Manager or designee to require eye protection shall be provided with prescription safety glasses. The cost of said prescription glasses shall not exceed \$300 per bargaining unit member per year.

#### 10. District Uniforms

The District shall provide a maximum allotment of \$450 per fiscal year per bargaining unit member to acquire the requisite number of uniforms for each employee. The employee shall provide receipts for reimbursement of uniform items up to a maximum of

\$450 per bargaining unit member. All uniform purchases shall be in accordance with the District's standard uniform policy.

## 11. Overtime Compensation

- a. Departmental Managers may require employees to work longer than the normal work day or a longer than the normal work week. Any time worked under proper authorization of the appointing officer or his/her designated representative or any hours suffered to be worked by an employee, exclusive of part-time employees, in excess of the regular or normal work day or week 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; provided that employees working in classifications 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 per week, provided further, that employees working in a flex-time program shall be entitled to overtime compensations provided herein when required to work more than eight hours per payroll period. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.
- b. The District 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.
- c. The Departmental Manager shall not require an employee not designated by a "Z" symbol in the Annual Salary Ordinance to work overtime when it is known by said Manager 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.
- d. Those employees subject to the provisions of the FLSA who are required or suffered to work overtime shall be paid in salary unless the employee and the Appointing Officer 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 non "Z" designated positions shall not accumulate a balance of compensatory time earned in excess of 240 hours calculated at the rate of time and one half. Those employees occupying positions designated "Z" shall not accumulate in excess of 480 hours calculated at time and one half.
- e. 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.

- f. All overtime worked which is authorized by the Departmental Manager shall be recorded on separate time rolls.
- g. Compensation for overtime worked as provided in this Section shall be paid on an hourly basis. The Business Services Department shall establish a schedule of hourly rates in accordance with this Agreement.
- h. The overtime rotation system shall be posted in the shop.

## 12. Holidays and Holiday Pay

- a. A holiday is calculated based on an eight hour day. In some cases the District exercises its right to observe holidays other than those listed below:

Independence Day

Labor Day

Columbus Day/Indigenous People's Day/Dia de la Raza (or substitution therefore)

Veteran's Day

Thanksgiving Day

Thanksgiving Recess (substitution for Admission Day)

Christmas Day

New Year's Day

Martin Luther King Jr's Birthday

President's Day

Memorial Day

Floating Holidays (5)

One floater is designated as mandatory for Lunar New Year when it falls during the work week (Monday – Friday)

- b. Floating Holidays

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 days. Employees hired on an as-needed, intermittent or seasonal basis shall not receive the additional floating days. No compensation of any kind shall be earned or granted for floating days off not taken. Employees may carry over to a succeeding fiscal year any unused floating holidays, provided that the number of floating holidays an employee may carry forward shall not exceed the total number of floating holidays received in the prior fiscal year and the employee's total floating holiday balance at any time shall not exceed ten (10) floating holidays.

c. Floating Holiday Pay for Employees Who Separate

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

d. Holidays that Fall on a Saturday or Sunday

The day upon which holidays shall be observed shall be at the discretion of the Board of Education through its adoption of its annual calendar.

e. Holiday Compensation for Time Worked

Employees required by their respective appointing officers to work on any of the above specified or substitute holidays, excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation of one additional day's pay at time-and-one-half the usual rate in the amount of 12 hours pay for 8 hours worked or a proportionate amount for less than 8 hours worked provided, however, that at the employees' request and with the approval of the appointing officer, an employee may be granted compensatory time off in lieu of paid overtime pursuant to the provisions of this agreement.

f. Holiday Pay for Employees Laid Off

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.

g. Employees Not Eligible for Holiday Compensation

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 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.

h. Part-Time Employees Eligible for Holidays

1. Part-time employees, including employees on a reduced work week schedule, who regularly work a minimum of twenty (20) hours in a bi-weekly pay period shall be entitled to holidays as provided herein on a proportionate basis.



2. Regular full-time employees, are entitled to 8/80 or 1/10 time off when a holiday falls in a bi-weekly pay period, therefore, part-time employees, as defined in the immediately preceding paragraph, shall receive a holiday based upon the ration of 1/10 of the total hours regularly worked in a bi-weekly pay period. Holiday time off shall be determined by calculating 1/10 of the hours worked by the part-time employee in the bi-weekly pay period immediately preceding the pay period in which the holiday falls. The computation of holiday time off shall be rounded to the nearest hour.
3. The proportionate amount of holiday time off shall be taken in the same fiscal year in which the holiday falls. Holiday time off shall be taken at a time mutually agreeable to the employee and the appointing officer.

### 13. Salary Step Plan and Salary Adjustments

- a. Appointments to positions in the District shall be at the entrance rate established for the position as otherwise provided herein.
- b. Appointments may be made by the Superintendent or his/her designee at any step in the compensation schedule under the following conditions:
  1. A former permanent District employee, following resignation with service satisfactory, is being reappointed to a permanent position in his/her former classification.
  2. Loss of compensation would result if appointee accepts position at the normal step.
  3. A severe, easily demonstrated and documented recruiting and retention problem exists, such that all District appointments in the particular class should be above the normal step.
- c. Promotive Appointment in a Higher Class
  1. An employee who is a permanent appointee following completion of the probationary period or six months of permanent service, and 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:
    - 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 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.

- 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.
- c) If the appointment deemed promotive described in Section (1) above is a temporary appointment, and the employee, following a period of continuous service at least equal to the prescribed probationary period is subsequently given another appointment either permanent or temporary, deemed promotive from the prior temporary appointment class, the salary step in the subsequent promotive appointment shall be deemed promotive in accordance with Section 7.D.13.c.1. and 7.D.13.c.1.a. above.

For purpose of this Section, appointment of an employee as defined herein to a position in any class the salary schedule for which is higher than the salary schedule of the employee's permanent class shall be deemed promotive.

d) Non-Promotive Appointment

An employee who is a permanent appointee following completion of the probationary period or six months of permanent service, and who accepts a non-promotive appointment in a classification having the same salary schedule, or a lower salary schedule, the appointee shall enter the new position at that salary step which is the same as that received in the prior appointment, or if the salary steps do not match, then the salary step which is immediately in excess of that received in the prior appointment, provided that such salary shall not exceed the maximum of the salary schedule. Further increments shall be based upon the seniority increment anniversary date in the prior appointment.

e) Re-Appointment within Six Months

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

f) Compensation Adjustment

1. Prior Fiscal Year

When an employee promoted to a higher class during a prior fiscal year receives a lesser salary than if promoted in the same class and from the same schedule step during the current fiscal year his/her salary shall be

adjusted on July 1, to the rate he/she would have received had he/she been promoted in the current fiscal year.

The Human Resources Department is hereby authorized to adjust the salary and anniversary increment date of any employee promoted from one class to a higher classification who would receive a lesser salary than an employee promoted at a later date to the same classification from the same salary step in the same base class from which the promotional examination was held.

2. Salary Increase in Next Lower Rank

When a classification that was formerly a next lower rank in a regular civil service promotional examination receives a salary schedule higher than the salary schedule of the classification to which it was formerly promotive, the Human Resources Department shall authorize a rate of pay to an employee who was promoted from such lower class, provided that such employee must file with the Human Resources Department an approved request for reinstatement in accordance with the provisions of the Civil Service commission rule governing reinstatements to the first vacancy in his/her former classification, and provided further that the increased payment shall be discontinued if the employee waives an offer to promotion from his/her current classification or refuses an appointment to higher classification. This provision shall not apply to offers of appointment which would involve a change of residence.

The special rate of pay herein provided shall be discontinued if the employee fails to file and complete in any promotional examination for which he/she is otherwise qualified, and which has a compensation schedule higher than the protected salary of the employee.

3. Flat Rate Converted to Salary Range

An employee serving in a class in the prior fiscal year at a flat rate which is changed to a compensation schedule number during the current fiscal year, shall be paid on the effective date of such change the step in the current salary schedule closest to, but not below, the prior flat rate and shall retain the original anniversary date for future increments, when applicable.

4. Continuation of Salary Step Plan Earned Under Temporary Appointment

When an employee is promoted under temporary appointment to a higher classification during a prior fiscal year and is continued in the same classification without a break in service in the current fiscal year, or is appointed to a permanent position in the same classification, such

appointment shall be in accordance with the provisions of this Agreement, provided that the salary shall not be less than the same step in the salary schedule the employee received in the immediately prior temporary appointment.

5. Credit for Temporary Service

A temporary employee, one with no permanent status in any class, certified from a regular civil service list who has completed six months or more of temporary employment within the immediately preceding one year period before appointment to a permanent position in the same class shall be appointed at the next higher step in the salary schedule and to successive steps upon completion of the six months or one year required service from the date of permanent appointment. These provisions shall not apply to temporary employees who are terminated for unsatisfactory services or resign their temporary position.

6. Salary Anniversary Date Adjustment

Permanent employees working under provisional, exempt or temporary appointments in other classifications shall have their salary adjusted in such other classifications when such employees reach their salary anniversary date in their permanent class.

g. Compensation upon Transfer or Re-Employment

1. Transfer

An employee transferred in accordance with Civil Service Commission rules from one Department to another but in the same classification, shall transfer at his/her current salary, and if he/she is not at the maximum salary for the class, further increments shall be allowed following the completion of the required service based upon the seniority increment anniversary date in the former Department.

2. Re-employment in Same Class Following Layoff

An employee who has acquired permanent status in a position and who is laid off because of lack of work or funds and is re-employed in the same class after such layoff shall be paid the salary step attained prior to layoff.

3. Re-employment in an Intermediate Class

An employee who has completed the probationary period in a promotive appointment that is two or more steps higher in an occupational series than the permanent position from which promoted and who is subsequently laid off and returned to a position in an intermediate ranking classification shall receive a salary based upon actual permanent service in the higher

classification, unless such salary is less than the employee would have been entitled to if promoted directly to the intermediate classification. Further increments shall be based upon the increment anniversary date that would have applied in the higher classification.

4. Re-employment in a Formerly Held Class

An employee who has completed the probationary period in an entrance appointment who is laid off and is returned to a classification formerly held on a permanent basis shall receive a salary based upon the original appointment date in the classification to which the employee is returned. An employee who is returned to a classification not formerly held on a permanent basis shall receive a salary in accordance with Section 7.D.13.g.2. of this Agreement.

h. Method of Calculation

1. Monthly

An employee whose compensation is fixed on a monthly basis shall be paid monthly or bi-weekly in accordance with State Law or other applicable provision. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

2. Bi-weekly

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.

3. 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.

4. Weekly

An employee whose compensation is fixed on a weekly basis shall be paid bi-weekly 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.

5. Conversion of Annual or Monthly Rates to Semimonthly or Bi-Weekly Rates

When rates of compensation provided on an annual or monthly basis are converted to bi-weekly rates for payroll purposes and the resulting amount involves a fraction of a cent, the converted bi-weekly rate shall be adjusted to eliminate such fraction of a cent on the following basis:

- a) A fraction of less than one-half ( $1/2$ ) shall be dropped and the amount reduced to the next full cent.
- b) A fraction of one-half ( $1/2$ ) or more shall be increased to the next full cent.

6. Daily Rates for Monthly and Bi-weekly Employees

A day's pay shall be determined by dividing the number of work days in a normal work schedule in a monthly payroll period (including specified holidays) into the monthly salary established for the position, or the amount of a day's pay shall be  $1/10$ th of the compensation of a normal work schedule in a bi-weekly period (including specified holidays).

7. Conversion to Bi-weekly Rates

Rates of compensation established on other than bi-weekly basis may be converted to bi-weekly rates by the Business Services Division for payroll purposes.

8. The Union and the District agree to work cooperatively to transition from a paper payroll to electronic payroll. By June 30, 2009, the parties will develop a timeline for this transition. The parties will jointly develop related training to assist employees with the transition, including identification of suitable alternatives where necessary.

i. Seniority Increments

1. Entry at the First Step

Permanent employees shall advance to the second step upon completion of six months service and to each successive step upon completion of the one year required service.

2. Entry at other than the First Step

Employees who enter a classification at a rate of pay at other than the first step shall advance one step upon completion of the one year required service. Further increments shall accrue following completion of the required service at this step and at each successive step.

An employee appointed to a position in a classification, shall receive in the current fiscal year compensation within the salary range fixed in this Agreement based upon the employee's service in said classification.

3. Date Increment Due

Increments shall accrue and become due and payable on the next day following completion of required service as a permanent employee in the class, unless otherwise provided herein.

4. Exceptions

a) An employee shall not receive a salary adjustment based upon service as herein provided if he/she has been absent by reason of suspension or on any type of leave without pay (excluding a military, educational, or industrial accident leave) for more than one-sixth of the required service in the anniversary year, provided that such employee shall receive a salary increment when the aggregate time worked since his/her previous increment equals or exceeds the service required for the increment, and such increment date shall be his/her new anniversary date; provided that time spent on approved military leave or in an appointive or promotive position shall be counted as actual service when calculating salary increment due dates.

b) When records of service required for advancement in the step increments within a compensation schedule are established and maintained by electronic data processing, then the following shall apply:

1. An employee certified to permanent appointment or appointed to a permanent position exempt from Civil Service, shall be compensated under such appointment at the beginning step of the compensation schedule plan, unless otherwise specifically provided for in this Agreement. Employees under permanent Civil Service appointment shall receive salary adjustments through the steps of the compensation schedule plan by completing of actual paid service in total scheduled hours equivalent to one year or six months, whichever is applicable.

2. Paid service for this purpose is herein defined as exclusive of any type of overtime but shall include military or educational leave without pay.

3. Advancement through the increment steps of the compensation schedules shall accrue and become due and payable on the next day following service as a permanent appointee in the class; provided that the above procedure for advancement to the compensation schedule increment steps is modified as follows:

- a. An employee who during that portion of his/her anniversary year is absent without pay for a period less than one-sixth of the time required to earn the next increment will have such absence credited as if it were paid service for the purposes of calculating the date of the increment due.
  - b. An employee who during that portion of his/her anniversary year, is absent without pay for a period in excess of one-sixth of the time required to earn the next prior increment will be credited with actual paid service.
4. An employee who (1) has completed probation in a permanent position, (2) is "Laid Off" from said position; (3) is immediately and continuously employed in another classification with the District either permanent or temporary, and (4) is thereafter employed in his/her permanent position without a break in service, shall, for the purposes of determining salary increments, receive credit for the time served while laid off from his/her permanent position.

## **8. BENEFITS**

### **A. Sick Leave With Pay Limitation**

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 Benefits and Deductions Office no later than thirty (30) days following the employee's release from disability leave.

### **B. Workers Compensation**

Workers Compensation benefits shall be integrated with sick leave or other leave provisions at the option of the employee. Said benefits shall not exceed 100% of the employee's salary. There shall be no accelerated replacement of sick leave benefits that may have been used for this purpose.

### **C. State Disability Insurance (SDI)**

Upon certification by the Union to the Business Services Division that the unit covered by this Agreement desires to be enrolled in the State Disability Insurance program, the Board of Education shall take any and all action necessary to enroll the unit and all employees therein. 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.



D. Additional Benefits

1. Health and Welfare and Dental Insurance

The District shall contribute the applicable contribution directly into the City Health Service System for each employee who is a member of the Health System. The applicable contribution rate shall be that rate paid by the City and County of San Francisco for unit members in the covered classes. Permanent unit members working twenty (20) hours or more per week shall be provided with Delta Dental Care Group.

- a. The District agrees to continue to contribute the increased employer share of health benefit costs.

2. Dependent Health Care Pick-up

Effective 7/1/03 the District's contribution for dependent health care coverage shall be up to a total of \$225 per covered employee per month or 75% Kaiser at employee plus two (2). The aforesaid contribution shall be effective the beginning of the pay period closest to, but not preceding, the date set forth above.

3. Single Member Medical Coverage

Effective July 1, 2003, the District shall provide full pick up for single member medical coverage.

4. Health Insurance Coverage

Provisional/temporary employees, other than as-needed, working at least twenty (20) hours per week shall be eligible for District Contributions for medical through the Health Service System and dental insurance: medical coverage after six (6) months of continuous service; and dental after 1040 hours of continuous service.

Each eligible employee will select a health plan from those currently offered to City employees, unless the employee wishes to be exempt from coverage.

The health plans currently offered are:

City Health	Kaiser Foundation
Health Net	Blue Shield of California

5. Delta Dental Care Program #652 is available for school district employees who have a Civil Service classification and work at least twenty (20) hours per week.

Details of the benefits and contribution rates of each plan are available from the Health Service System office or at our SFUSD Benefits Office.

6. The District will cease payment of any and all contributions for employee health and dental benefits for those employees who remain on unpaid status in excess of twelve (12) continuous weeks, with the exception of approved sick leave, Workers' Compensation leave, family care leave, or mandatory administrative leave. Following expiration of the employee's family care leave, the employee may request personal leave due to hardship (pursuant to the procedures of the Department of Human Resources). Paid benefits shall continue during this approved personal leave, In addition, the District will continue payment of all regular contributions for employee health and dental benefits for an employee on a holdover list during the time period that the employee verifies that the employee does not have alternative health care coverage. The verification process shall be established by the Department of Human Resources and the Union.

#### E. Retirement Pick-up

The District shall pick up the employee contribution to Retirement as follows:

1. For the period July 1, 1996 through December 24, 1996 the District will contribute to the appropriate pension plan a total of:
  - 6.5% of pension covered gross salary for old plan SFERS members and new plan full rate members;
  - 1.3% of pension covered gross salary for new plan reduced rate SFERS members;
  - 1.8% of pension covered gross salary for old plan reduced rate SFERS members.
2. For the pay period beginning on or about December 25, 1996, the District will contribute to the appropriate pension plan a total of:

8% of pension covered gross salary for old plan SFERS full rate members;

7.5% of pension covered gross salary for new plan full rate SFERS members;

The aforesaid contributions shall be effective the beginning of the pay period closest to, but not preceding, the dates set forth above.

Pursuant to San Francisco Administrative Code section 16.61-1 (4)(a), the union hereby elects effective December 25, 1996 to place all employees covered by this agreement into a full retirement contribution status. The parties recognize that the implementation of full contribution rather than reduced contributions irrevocable.

The aforesaid 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 contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary. However, for external comparisons of salary parity said contribution may be considered.

3. Effective January 1, 2006 unit members shall pay 2% toward the employee's share of retirement costs. At the close of business June 30, 2006 an additional 3%; on December 1, 2006, an additional 1.5%, and at the close of business June 30, 2007 an additional 1% shall be paid toward the employee's share of retirement costs.

## **9. GRIEVANCE PROCEDURE**

A grievance shall be defined as an allegation by a unit member that a specific provision of this Agreement has been violated and that by virtue thereof, he/she has been adversely affected. Grievances shall not be considered on the following matters: position classification and examination, disciplinary actions, performance evaluations, OSHA violation allegations, and meet and confer activities.

The right to grieve shall be lost if a grievance is not filed within five (5) working days of the alleged grievance, or within said period after the employee could reasonably have known of the alleged grievance. If the supervisor or District Manager fails to respond within the required time limits the grievant may then present the grievance to the next higher step. If the grievant fails to present the grievance to the next higher step within the required time limits, than the grievance will be considered to be solved.

The time limits set forth herein may be extended by mutual agreement.

### Step 1. Immediate Supervisor (Oral)

- A. The employee and/or representative, if requested by the employee, shall orally explain the grievance to the employee's immediate supervisor.
- B. The supervisor shall reach a decision and communicate it orally to the employee and/or representative within five (5) working days of being told of the grievance.

### Step 2. Immediate Supervisor (Written)

- A. If the employee is not satisfied with the decision rendered, the employee, and/or representative, shall submit the grievance in writing within five (5) working days to the immediate supervisor. Said written statement shall contain a concise description of the alleged violation, the Agreement section allegedly violated, and the remedy sought.
- B. The immediate supervisor shall notify the employee and/or representative in writing of the decision and the reasons within five (5) working days from the date of presentation of the grievance.

### Step 3. Departmental Manager

- A. If the grievance is not resolved at Step 2, the employee shall submit the grievance in writing to the Department Manager. A grievance will be considered to be resolved unless the grievance is filed with the Department Manager not later than five (5) working days after the date the decision was returned to the employee by the immediate supervisor.

The written statement by the employee shall state the reason for the appeal but shall not change the other provisions of the Step 2 statement.

Step 4. Superintendent's Designee

- A. If the grievance is not resolved at Step 3, the employee shall submit the grievance to the Superintendent's designee within five (5) working days after the date of notification of the decision by the Departmental Manager. The written statement by the employee shall state the reason for the appeal, but shall not change the other provisions of the statement at Steps 2 and 3.
- B. After review and discussion with all involved parties the Superintendent's designee shall notify the employee of the decision and the reasons. This shall be returned to the employee within ten (10) working days of receipt of the grievance.

Step 5. Arbitration Process

- A. If the grievance is not resolved at Step 4 and the employee requests final and binding arbitration, the union shall submit a request for arbitration to Superintendent's designee within five (5) working days of the receipt of the Step 4 decision. The District shall then initiate arbitration by contacting the American Arbitration Association (AAA) within ten (10) working days from the date the employee requests arbitration. If the Superintendent's Designee does not initiate arbitration as indicated above, the Union may do so within seven (7) additional working days.
- B. The arbitrator shall be an impartial person selected from a list of names submitted by the AAA to both parties. If both parties to the grievance cannot agree on an arbitrator from the list provided within seven (7) days from the receipt of the list, they shall alternately strike names from the list until only one name is left. The cost of arbitration shall be equally shared by the Union and the District.
- C. The hearing and the decision of the arbitrator shall be made pursuant to the rules of the AAA.
- D. The decision of the arbitrator shall be binding on the parties.
- E. The arbitrator's authority pursuant to the provisions of this grievance procedure shall be limited to a decision, based on submitted facts and applicable law, of whether or not the District has violated the terms and conditions set forth by this Agreement. Further, the arbitrator shall have no power to amend or recommend an amendment of the Agreement.

**10. DISCIPLINE AND DISMISSAL**

A. Discipline and Dismissal of Permanent Unit Members

- 1. Discipline and dismissal of permanent unit members shall take place in accordance with the appropriate provisions of the Education Code.

2. Unit members may be disciplined for the following causes:
  - 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.

#### B. Guidelines for Disciplinary Action

1. 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.
  - c. A fair and objective investigation should reveal the necessity for disciplinary action.
  - c. Rules, orders and penalties should be applied fairly and equitably.
  - d. Disciplinary action should be appropriate and reasonably related to the nature of the offense.

#### C. Progressive Discipline

1. 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.
2. Documentation of issuance of verbal reprimands
  - a. 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:
    - Name of employee
    - Date of Issuance
    - Cause of reprimand
  - b. This documentation, if any, shall be provided to the employee.
3. 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 reasonable period of time after the second written reprimand issued. Exceptions 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.
4. Normally, any initial suspension of a unit member pending a disciplinary hearing shall be with pay.
  - a. Emergency Suspension - The Union and the District recognize that emergency situations can occur involving the health and welfare of students, employees, or the public.
    1. If the unit member's presence would lead to a clear and present danger to the lives, safety, or health of students, employees, or the public, the District may suspend the unit member without pay immediately after informing the unit member of the reason for the suspension.
    2. Within three (3) work days, the District shall hold an informal hearing as described in Section (10 D.1) and serve on the employee a written notice of discipline and notice of right to formal hearing in accordance with this Article.
    3. 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.
    4. A unit member may be represented, upon request, at any disciplinary meeting or hearing.

#### D. Disciplinary Procedure

1. 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.
  - a. If no agreement is reached at the informal hearing, the District will give written notification of official charges and notice of a right to a formal hearing.
2. 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.
3. 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.
  - a. 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.
  - b. The employee may, upon request, have copies of materials upon which the charges are based.
4. Right to a 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, the disciplinary action shall be effective without a hearing on the date set forth in the written notice.
  - a. 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.
5. 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 his/her choice.

- 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

- a. The Union has the exclusive right to appeal the Superintendent or his/her designee's decision to arbitration.
- b. The Union and the District agree to meet for the purpose of mutually selecting a panel or arbitrators. Until the panel is established, AAA's rules regarding arbitrator selection will apply.
- c. Technical rules of evidence shall not apply at the arbitration.
- d. The cost of the arbitration and the reporter, if any, shall be borne equally by the District and the Union.
- e. 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.
- f. 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.

E. 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.

**11. CIVIL SERVICE RULES**

The parties agree that unless specifically addressed herein, those terms and conditions of employment which are currently set forth in the Civil Service Rules shall continue to apply to employees covered by this Agreement. No matter set forth in the Civil Service Rules which is not addressed in this Agreement shall be subject to the grievance procedure. If, during the term of this Agreement, changes are proposed to the existing Civil Service Rules, the Union and appropriate representatives of the District shall meet and confer as required by State law. Proposed changes to the Civil Service Rules which are reserved to the jurisdiction of the Civil Service Commission pursuant to Charter Section 8.409-3 shall not be subject to arbitration.



## 12. WORKING CONDITIONS

### A. Mileage

The District shall attempt to provide vehicles for all represented employees for use on District business. When represented employees are required to drive their own vehicles to transport material or to drive from one site to another to perform work duties, they shall be reimbursed for mileage at the rate permitted by the Internal Revenue Service.

### B. Time Off for Voting

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.

### C. Parking

Current employee parking practices 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.

### D. Work Environment

1. The District agrees to maintain safety standards for unit members as required provisions of CAL-OSHA. Alleged violations are subject to OSHA procedures and not the subject of the grievance procedure of this Agreement.
2. Within thirty (30) days of ratification of this Agreement the District shall designate one of its management team members to serve as a Departmental Safety Officer. It shall be the responsibility of said Officer to develop recommendations for departmental safety standards and procedures after consultation with a Safety Committee comprised of departmental employee representatives.
3. 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.

### E. Blackout Period

No vacation, furlough days 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.

### F. Medical Exam

In instances when unit members 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. Cost to be paid by the District. Departmental safety/medical monitoring programs shall only be instituted after meeting and conferring, as required by the Education Employment Relations Act, between the parties. Any such programs shall assure that reasonable accommodations be made within the department for persons with disabilities.

### **13. INSURABILITY**

Condition of Employment and Continued Employment:

- A. 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:
1. 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
  2. One (1) or more Type A violations in the last three (3) years: Type A violations are defined as follows:
    - a. Driving under the influence of alcohol or drugs (whether or not they are prescriptions)
    - b. Negligent homicide arising out of a use of a vehicle (commonly known as vehicular manslaughter)
    - c. Operating motor vehicle during period of license suspension or revocation
    - d. Using motor vehicle for the commission of felony
    - e. Aggravated assault with a motor vehicle
    - f. Operating motor vehicle without owners authority (grand theft auto)
    - g. Permitting unlicensed person to drive
    - h. Reckless driving
    - i. Speed contest (excessive speed)
    - j. Hit and run - either bodily injury or property damage
  3. Any combination of four (4) or more of the following during the past three (3) years commencing 7/1/97:
    - a. At-fault/cited accidents while operating a motor vehicle
    - b. Type B (moving violations)

B. Possession of a valid operator's license issued by the California Department of Motor Vehicle and maintenance of said license while employed.

C. Discipline/discharge due to ineligibility

1. 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
2. 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 in the District proposal of 8/20/96) 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 Section 4 below.
3. A permanent unit member who has his/her license revoked by California Department of Motor Vehicles shall be subject to separation from District service, as provided for in Section 4 below.
4. Special Employment Status
  - a. However, prior to any dismissal action contemplated in Section C.1), C.2) and C.3), 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 arrangements in order to properly fulfill District duties.
  - b. If said thirty (30) work day 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) work day period in which to make the desired improvement.
  - d. If the service is corrected, the deferral process described in item C.4)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 of 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 not been reinstated or re-employed, as provided for herein, he/she shall be dismissed from District service.

**14. PERSONNEL FILES**

- A. Materials in personnel files of employees that may seem as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.
- B. Except as otherwise provided in G. below, this material is not to include ratings, reports or records that (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination. All material in the file must be signed and dated by the author.
- C. Every employee shall have the right to inspect those materials upon request, provided that the request is made at a time when the person is not actually required to render services to the District.
- D. Information of a derogatory nature, except material cited in B above, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. Within ten (10) days of such notice, an employee shall have the right to enter, and have attached to any derogatory statements, his/her own comments thereon. The review shall take place during normal business hours and the employee shall be released from duty for this purpose without salary reduction. An employee may receive, without charge, up to five (5) pages of copy from their file. Copies of pages in excess of five (5) shall be at the rate of \$.10 per page.
- E. 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. The District may transmit documents to the employee at the employee's last known address by means of U.S. mail or hand delivery, except disciplinary notification which must be sent by certified mail when the employee is on leave.
- F. With the approval of the Superintendent or his/her designee, the employee may include a reasonable amount of material relevant to his/her performance of assigned duties in the file.
- G. Notwithstanding B. above, every employee shall have access to his/her numerical scores obtained as a result of a written examination.
- H. Upon request of an employee, subject to the approval of the Superintendent or his/her 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 or 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.

**15. TEMPORARY EMPLOYEES**

The District and the Union agree to review all temporary positions to determine if such positions may be made permanent in status. The District agrees to cooperate fully with the Civil Service Commission and the Union to ensure transitioning of temporary employees to permanent positions where practicable.

Within thirty (30) days of ratification, the District shall request the Civil Service Commission to administer a test for the purpose of helping the existing two provisional Stationary Engineers become permanent.

**16. PROBATIONARY PERIODS**

The probationary period shall be six (6) months.

**17. TRAINING AND CAREER DEVELOPMENT**

Represented employees shall be on paid status when assigned to attend required educational programs scheduled during normal working hours.

**18. TUITION REIMBURSEMENT**

The District will set aside \$5,000 annually to the Employee Tuition Reimbursement Program for the exclusive use of employees covered under this MOU. The maximum annual allocation for each covered employee shall be five hundred dollar (\$500.00) per fiscal year for courses approved in accordance with guidelines established by the District. The Director of Building and Grounds shall have the authority to approve additional classes provided Employee Tuition Reimbursement Funds are available.

**19. APPRENTICESHIP/SCHOOL TO WORK PROGRAM**

If requested by either party, the Union and the District shall meet and confer regarding the establishment of an apprenticeship or "school-to-work" program. Should mutual agreements be reached on the structure, financing and implementation of such a program, it shall be memorialized in writing and shall be considered part of the Agreement.

The parties agree to establish a venue for joint development of a process and protocol for an apprenticeship program which could lead to future Local 39 positions within the District. In January of each year the District shall make annual payment to the Apprenticeship Training Fund in the amount of four hundred dollar (\$400.00) for each person represented by the Union employed on a full-time paid status by the District on December 31 of the preceding year.

**20. NO STRIKE PROVISION**

The District will not lock out the employees who are covered by this Agreement. The employees shall not strike, cause, encourage or condone work stoppages, or organized slowdowns during the term of this Agreement. The Union will not instigate, participate in, or condone or support any work stoppage or other disruption of District activities by bargaining unit members or any other district employees.

**21. SCOPE**

The parties recognize that recodification may render the references to specific Civil Service Rules and Charter sections contained herein, incorrect. Therefore, the parties agree that such terms will be read as if they accurately referenced the same sections in their newly codified forms as of July 1, 1996.

**22. SAVINGS CLAUSE**

- A. Nothing herein shall be construed to prejudice the rights of any employee(s), covered by the terms of this agreement, to pursue any legal remedy provided by the laws of the State of California and the United States.
- B. Should any provision(s) of this Agreement be declared invalid by a court of competent jurisdiction, all other provisions, shall remain in full force and effect. In the event of such invalidation the parties agree to meet and confer within thirty (30) days for the purpose of attempting to reach mutual agreement upon a satisfactory replacement.

**23. FULL AGREEMENT**

- A. In the process of ratification of this Agreement, neither the District nor the Union can add or change any process thereof because every item is in complete conjunction with each other item.
- B. This is a full agreement on all matters within the scope of representation for the duration of this Agreement. The parties without qualifications waive the right to meet and confer on existing practice even if they are not contained in this Agreement. In the event that any new practice, subject or matter within the scope of representation arises during the terms of this Agreement, the Union shall be provided advance notice and an opportunity to meet and confer to reach an agreement.

**24. DURATION OF AGREEMENT**

This agreement shall be effective July 1, 2017 through and including June 30, 2020.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 27<sup>th</sup> day of November 2017.

San Francisco Unified School District

International Union of Operating  
Engineers, Stationary Engineers, Local 39  
AFL-CIO

  
Carmelo, Chief, Labor Relations

  
Jerry Kalmar, Business Manager

  
Tony DeMarco, President

  
Michael Rainsford, Business Representative

**APPENDIX A**

**A. VACATION ACCRUAL**

The District provides for unit member’s annual vacation for those who have completed one (1) year or more of continuous service. Vacation is accrued and awarded each pay period in accordance with the following table:

<b>Number of Years of Service</b>	<b>Award</b>
1-5 years	0.0325 x number of hours worked
After 5-15 years	0.0577 x number of hours worked
15 and over	0.0770 x number of hours worked

This additional award of vacation after five (5) and fifteen (15) years will not be made and cannot be taken until the employee has reached his/her anniversary date in the fifth (5th) and fifteenth (15th) years of service. The maximum vacation awarded in any twelve (12) month period and the maximum accumulations permitted are as follows:

<b>Years of Service</b>	<b>12-Month Maximum Award</b>	<b>Equivalent Number of Days</b>	<b>Maximum Accumulation</b>
1-5 years	80 hours	10	320 hours (40 days)
5-15 years	120 hours	15	360 hours (45 days)
15 and over	160 hours	20	400 hours (50 days)

**B. VACATION APPROVAL**

1. An employee must have his/her request for use of vacation approved by the Departmental Manager or designee at least seven (7) days prior to the employee being away. This notice provision may be waived in an emergency or in another situation beyond the reasonable control of the employee.

Seniority shall be the determining factor between unit members who have requested vacation if the supervisor determines that not all of the vacation requests can be granted for a particular time period.

2. For the duration of this Agreement only, a unit member who has exhausted all his/her accumulated sick leave and who is absent due to personal illness during the twenty (20) day “Blackout Period” may be allowed by the District to use accrued vacation provided:
  - a. He/she submits a written request for such vacation usage, and simultaneously provides a physician’s statement certifying that he/she was/is physically unable to work, due to illness on the date(s) for which vacation usage is requested.
  - b. He/she complies with any other reasonable District request for information related to the absence.



