COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 21 PROTECH and NON PROTECH UNITS
AND
THE SAN FRANCISCO UNIFIED SCHOOL DISTRICT
(JULY 1, 2010 THROUGH JUNE 30, 2012)
COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE INTERNATIONAL FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS, LOCAL 21
AND
THE SAN FRANCISCO UNIFIED SCHOOL DISTRICT

1. RECOGNITION
The San Francisco Unified School District (hereinafter District) recognizes the International Federation of Professional and Technical Engineers, Local 21 Pro-Tech And Non Pro-Tech Units (hereinafter Union) as exclusive bargaining representative of the PERB certified bargaining unit of employees described in Appendix A.

The unit shall include the following classifications:

**Pro-Tech:**

1001 Operator Assistant
1002 IS Operator - Journey
1003 IS Operator - Senior
1005 IS Operator - Supervisor
1011 IS Technician - Assistant
1012 IS Technician - Journey
1021 IS Administrator I
1022 IS Administrator II
1023 IS Administrator III
1024 IS Administrator - Supervisor
1042 IS Engineer - Journey
1044 IS Engineer - Principal
1052 IS Business Analyst
1053 IS Business Analyst
1061 IS Program Analyst - Assistant
1062 IS Program Analyst
1063 IS Program Analyst - Senior
1064 IS Program Analyst - Principal
1860 IS Operator – Supervisor (same as 1005)
1863 IS Business Analyst – Principal (same as 1052)

**Non Pro-Tech:**

1650 Accountant
1652 Senior Accountant
1654 Principal Accountant
1656 Head Accountant
2548 Occupational Therapist
5261 Architectural Assistant II
5265 Architectural Associate I
5266 Architectural Associate II
5268 Architect
6331 Building Inspector
The unit shall exclude all management, supervisory, and confidential employees.

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, which it establishes for the resolution of differences, are intended, in the public interest, to contribute to good employee relations. This Agreement is limited to those areas of jurisdiction over which the School 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 School District, that section shall be invalid.

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. The District shall consider disciplinary actions against employees violating this Article on a case-by-case basis. Said actions may include progressive discipline and shall be consistent with any pertinent provisions on discipline which may exist if the violator is a member of another bargaining unit.

4. EMPLOYEE INFORMATION

At the time of employment, or within sixty (60) days of ratification by both parties of this
Agreement, the District and the Union will share the cost and provide each bargaining unit member with a copy of this Agreement. A list of the health benefits, sick leave and vacation accrual benefits, and holiday benefits currently available to employees of the District is included in 5.J., 1-6 and Appendix B of this Agreement.

5. COMPENSATION AND FRINGE BENEFITS

A. Salary
The District agrees to an increase in fiscal year 2007-2008 salary schedules for classified employees covered by this agreement by 3% effective the December 12, 2007 pay period.

B. Retirement Pick-up
Effective December 25, 1996, the District shall defray an additional 1½% of a unit member’s retirement contribution; said increase shall bring the total District contribution to 7%.

Effective May 2, 2007 unit member shall pay the full employee share of the retirement costs.

C. Dependent Medical
Effective July 1, 2008, the District shall contribute $225 per month for employee plus one and increase its dependent health contribution for employee plus two or more from $225 per month to $250 per month.

D. Out-of-Class Pay
A unit member directed/approved by his/her Program Director to perform the duties of a higher class for five (5) consecutive days within a twenty (20) day period shall receive 5% above his/her regular pay rate, retroactive to the first day of out-of-class work. The District shall not deliberately reassign duties during said five (5) consecutive day period merely to avoid the 5% additional payment provided for herein.

E. 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., excepting 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.

F. Standby Pay
Employees who, as part of the duties of their positions are required by the appointing officer 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 25% of their regular straight time rate of pay for the period of such standby service, except that employees in classes shall be paid 10% 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. 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. The provisions of this section authorizing standby pay do not apply to classifications designated by a “Z” symbol and which would qualify for designation as executive under the duties test provisions of the Federal Fair Labor Standards Act. Provided, however, that if such compensation is expressly requested and approved in accordance with the procedures in this section as set forth above, employees in the classification categories referenced in this subsection shall be eligible for standby compensation.

G. Supervisory Differential Adjustment

The appointing officer/designee is hereby authorized to adjust the compensation of a supervisory employee whose schedule of compensation is set herein subject to the following conditions:

1. 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.

2. The organization is a permanent one approved by the appointing officer/designee where applicable, and is a matter of record based upon the action of the Board of Education.

3. The classification 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.

4. The compensation schedule of the supervisor is less than one (1) 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 biweekly 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.

5. The adjustment of the compensation schedule of the supervisor shall be to the nearest compensation schedule representing, but not exceeding, one (1) full step (approximately 5%) over the compensation schedule, exclusive of extra pay, of the employee supervised.

6. The decision of the appointing officer/designee as to whether the compensation schedule of a supervisory employee shall be adjusted in accordance with this section shall be final.

7. Compensation adjustments are effective retroactive to the beginning of the current fiscal year of the date in the current fiscal year upon which the employee became eligible for such adjustment under these provisions.

8. In no event will the appointing officer/designee approve a supervisory salary adjustment in excess of two (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 appointing officer/designee may again review the circumstances and may grant an additional salary adjustment not to exceed two (2) full steps (approximately 10%).

9. An employee shall be eligible for supervisory differential adjustments only if he/she actually supervises the technical content or subordinate work and possesses education and/or experience appropriate to the technical assignment.

**H. Overtime**

In the event overtime is performed, each employee assigned and eligible for overtime shall either be paid time and one-half or receive compensatory time off at the rate of one and one-half (1-1/2) times the hours worked.

**I. Fringe Benefits**

1. **Long Term Disability Coverage.** The District will provide all permanent employees represented by the Union with a fully paid Income Protection Plan, which shall be integrated with sick leave or other leave provisions, at the option of the employee.

2. **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.

3. **Group Life and Accidental Death and Dismemberment.** The District shall provide permanent unit members a fully paid Group Life and Accidental Dismemberment Policy providing a $25,000 level term insurance coverage to retirement or separation from employment, plus a $25,000 accidental death benefit.

4. **Group Dental.** The District shall provide unit members working twenty (20) hours or more per week with Delta Dental Care Program. Effective July 1, 2008, the District shall provide increase general dental coverage in the amount of $2000 for those who select the Delta Dental Preferred dental option. The District shall also increase orthodontia to $750 lifetime for each bargaining unit member and covered dependents.

5. **Retiree Dental.** The District will allow retired employees to purchase dental coverage at the group COBRA rate for eighteen (18) months and thereafter at the extended coverage rate for the plan. The coverage will be the same coverage provided to current employees.

6. **Temporary Provisions:**
   a. For temporary employees hired prior to December 1 of any school year, the subsequent winter and spring recess will not represent a break in continuous service.
b. Temporary and exempt employees who have met the eligibility requirement for health insurance coverage, may continue to maintain said coverage during the summer recess by making payments directly to the Health Services System at the COBRA rate.

6. PROFESSIONAL DEVELOPMENT

The District shall establish a pool of $5,000 per fiscal year for the purpose of reimbursing tuition costs to the bargaining unit member’s service to the SFUSD, which have been approved in advance by the District’s Department of Human Resources and the employee’s Department Head. Each applicant shall be eligible for up to $500 per fiscal year or reimbursement as described herein.

7. TEMPORARY POSITIONS

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

B. Non-Permanent Employee Benefits

Temporary employees regularly assigned to less than twenty (20) hours per week shall not be entitled to District benefit contributions. Effective May 1, 1995, current temporary employees regularly assigned to at least twenty (20), but less than forty (40) hours per week, shall be provided with District contributions for medical insurance, plus prorated District contributions for premiums, vacation pay, holiday pay, sick pay, jury duty pay and available City retirement coverage. Effective June 15, 1995, a temporary employee who has worked 1,040 hours or more in his/her classification, shall advance to the next step of said classification, and annually thereafter.

8. PERSONNEL FILES

A. There shall be only one (1) personnel file for each employee, which shall be kept confidential. Materials in personnel files of employees, which may serve as a basis for affecting the status of their employment, are to be made available for the inspection of the person involved. Such material is not to include rating reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, (3) were obtained in connection with a promotional examination. Every employee shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the District. A representative chosen by the employee may accompany him/her at this time. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.

B. Information of a derogatory nature shall not be entered or filed unless and until the employee is given a copy and an opportunity to review and comment thereon. An
employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon.

C. Other than formal evaluations, derogatory materials in a personnel file that are at least three (3) years old, and which deal with situations, which have not subsequently recurred shall, upon an employee’s written request, be placed in a separate sealed file. Such material shall not be removed from the separate file except by court order, or with the employee’s consent.

9. UNION SECURITY

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 or personal beliefs, shall execute a payroll deduction authorization form, and thereby pay sums equal to Union dues to a charity as designated by the Union. All employees covered by these provisions will be informed as to their obligations under this section of the Agreement.

B. 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.

C. 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.

D. The District shall also furnish the Union verification of employee contributions transmitted to charitable organizations.

E. 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.

F. Lists provided shall be in a machine readable format to be mutually agreed to by the Union and the District.

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

I. The District agrees to maintain the Union rights to payroll deduction and maintenance of membership.

10. UNION RIGHTS

A. Bulletin Boards
The Union shall have the right to post notices of activities and matters of Union business on employee bulletin board space provided in each school building, or center, in areas frequented by employees.

B. District Mail
The Union may use the District mail service and employee mailboxes for communications to employees subject to reasonable regulations, the provisions of the Education Code and District policy manuals, and the rulings issued by PERB or courts of competent jurisdiction.

C. Access
Upon timely notification to the Supervisor, a Union representative shall be allowed reasonable contact with workers on District grounds and facilities. Said contact shall not interfere with employee work.

D. Copy of W.A.D.
The Union shall be provided with a timely copy of each W.A.D. notice.

E. Copy of All Official Circulars
All official District circulars which deal with bargaining unit working conditions covered by the Agreement shall be posted in each school or work location in the District in a timely manner after issuance, with a copy forwarded to the Union.

F. Board Agendas and Minutes
The District shall make the agenda and minutes of each meeting, including public and non-confidential support materials, of the Board of Education available to the Union at approximately the same time that they are made available to the Board members.

11. SUBCONTRACTING OF WORK
Prior to formal issuance of RFP, a copy shall be sent to the Union. Prior to final action on said RFP, the District shall make available for inspection any and all pertinent background and/or documentation reasonably related to the service to be subcontracted. The District agrees to meet with the Union to discuss and attempt to resolve issues related to possible alternatives to subcontracting. 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.

**12. COMPLIANCE WITH APPLICABLE LAWS**

The District and the Union agree to comply with the California Education Code provisions related to California Government Code Section 3543.2a., plus applicable laws, and also including the policies rules and regulations of the District that are related thereto.

**13. HOLIDAYS**

After six (6) months of employment, all Bargaining Unit personnel are entitled to take three (3) floating holidays, unless some or all of the floating holidays are mandated (designated) for calendaring purposes. A fourth floating holiday shall be granted when Lunar New Year falls on a weekday.

**14. VACATION ACCRUALS AND APPROVALS**

**A. Vacation Accrual Schedule**

The San Francisco Unified School District provides for classified employees annual vacation for all employees 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:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Award</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – 5</td>
<td>.0385 x number of hours worked</td>
</tr>
<tr>
<td>after 5-15</td>
<td>.0577 x number of hours worked</td>
</tr>
<tr>
<td>after 15 and over</td>
<td>.0770 x number of hours worked</td>
</tr>
</tbody>
</table>

The 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 12-month period and the maximum accumulations permitted are as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>12-Month Award Maximum</th>
<th>Equivalent # of Days</th>
<th>Accumulation Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – 5</td>
<td>80/hours</td>
<td>10</td>
<td>320 hours (40 days)</td>
</tr>
<tr>
<td>5 – 15</td>
<td>120/hours</td>
<td>15</td>
<td>360 hours (45 days)</td>
</tr>
<tr>
<td>15 and over</td>
<td>160/hours</td>
<td>20</td>
<td>400 hours (50 days)</td>
</tr>
</tbody>
</table>

**B. Vacation Approval**

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

15. WORK WEEK

A. Management retains the right to determine the number of positions in a unit. When there are general reductions there shall not be a reduction of the standard work week. The Union recognizes the Education Code authority of the Superintendent in assigning and transferring employees of the District, and determining if and when a vacant position shall be filled.

B. Employees in any classification, upon the recommendation of the Superintendent and subject to the approval of the Chief Personnel Officer, may voluntarily elect to work a reduced work week for a specific period of time. Such reduced work week shall not be less than twenty (20) hours per week for a period of not less than three (3), nor more than six (6) continuous months during the fiscal year.

C. Pay, vacation, holidays and sick pay shall be reduced in accordance with such reduced work week. Voluntary reduction of hours shall have no effect on health service coverage, dental coverage, salary step increases and seniority for layoff purposes.

16. PARENT CONFERENCES

With supporting documentation, bargaining unit members will be provided with up to two (2) hours per semester of release time without loss of pay to attend parent conferences for their children or students for whom they act as legal guardian. Said release time shall include travel time.

17. LEAVES OF ABSENCE

All leaves of absence are governed by the following general provisions:

1. Leave requests must be approved by the department head.

2. A request for leave of more than five (5) working days must be made on the prescribed form.

3. A temporary appointee is limited to a leave not to exceed one (1) month. In the case of parental leave, the leave may be extended up to six (6) months.


17.1 BEREAVEMENT LEAVE

The purpose of bereavement leave utilization shall be for absence due to the death of a member of the bargaining unit member’s immediate family or the death of a relative. Immediate family and relatives shall mean:
• Parents of the bargaining unit member
• Grandparents of the bargaining unit member
• Step-parents of the bargaining unit member
• Spouse of the bargaining unit member
• Domestic partner of the bargaining unit member
• Children of the bargaining unit member
• Siblings of the bargaining unit member
• Father-in-Law and Mother-in-Law of the bargaining unit member
• Son-in-Law and Daughter-in-Law of the bargaining unit member
• Any relative of the bargaining unit member living in the immediate household of the bargaining unit member.

17.1.1 A unit member exercising this leave of absence provision shall notify his/her immediate supervisor as soon as possible as to expected duration of the absence but not later than the first day of the actual bereavement leave of absence.

17.1.2 Each bargaining unit member shall be granted necessary paid leave of absence not to exceed three (3) days, or five (5) days if out of state travel is required for each death of an immediate family member.

18. FLEX TIME
An employee may work a flex-time schedule with the prior written approval of his/her supervisor. (For example, an employee may begin work as early as 7:00 a.m. or as late as 9:00 a.m. and complete work at 3:40 p.m. or 5:40 p.m. respectively.)

19. GRIEVANCE PROCEDURE
This grievance procedure applies to those conditions of employment within the discretion of the District. A grievance is defined as an allegation by an employee, group of employees, or Union regarding disputes that may arise involving the interpretation, application or violation of terms and conditions set forth by this Agreement provided that such condition of employment is within the scope of representation as defined in the Educational Employment Relations Act and other statutes and provided further that such condition of employment is within the Charter authority of the San Francisco Unified School District to so implement.

A. The Union and the District agree that everyone concerned will benefit when prompt and confidential resolution of grievances is encouraged. Therefore, the following procedure to accomplish this purpose is hereby established.

1. A grievance shall mean a claimed violation, misinterpretation, or inequitable application of the terms and conditions of this Agreement.

2. Since it is important that grievances be processed as rapidly as possible, the number of days stated below at each step shall be regarded as a maximum and every effort shall be made to expedite the process. The time limits specified may be extended by mutual agreement of the parties.
3. If a grievance hearing, at any step, is held on school time, the grievant(s) and the Union representative shall be released with pay.

4. No grievance material shall be placed in the personnel file of employees exercising their rights under the grievance procedure. Neither shall such material be utilized in the evaluation reports, the promotional process, or in any recommendation for job placement.

B. GRIEVANCE PROCEDURE STEPS

1. Informal Step
An employee having a grievance shall first discuss it with the employee’s site supervisor and try to work out a satisfactory solution in an informal manner with the supervisor.

A grievance shall be presented not later than the fifteenth (15th) working day after the act, occurrence, event or circumstances alleged to constitute a grievance.

2. Step One
a. If a solution, satisfactory to both the grievant and the site supervisor, is not accomplished by informal discussion, the grievant shall have the right to consult with, and be assisted by, a representative of the grievant’s own choice in this and all succeeding steps of this grievance procedure.

b. If the grievant desires to pursue this grievance further, the grievant shall, within seven (7) working days of the informal discussion with the site supervisor, submit a Letter of Grievance, Step One, to the site supervisor and the Manager, Classified Personnel Office.

c. The Letter of Grievance, Step One, shall contain:
   1. the date of the informal discussion,
   2. the date of the submission of the Letter of Grievance to the site supervisor,
   3. the specific provision(s) granting the condition of employment that the grievant alleges the District has violated,
   4. a full and complete explanation of the circumstances of the grievance, and
   5. the remedy sought by the grievant.

d. The site supervisor shall, within seven (7) working days of the receipt of the Letter of Grievance, submit a decision to the grievant and the authorized person appointed by the Superintendent.

e. The decision shall be in writing, and shall contain:
   1. the date of receipt of the Letter of Grievance,
   2. the date of the submission of the decision to the grievant,
   3. the decision of the site supervisor, with supporting reasons therefore,
   4. the Step One Letter of Grievance must be submitted at each step and may not be amended by the grievant to set forth new matters.

3. Step Two
a. If the grievant is dissatisfied with the decision at Step One, the grievant may, within seven (7) working days of receipt of the decision, file a written appeal to an intermediate supervisor, and the Superintendent’s designee.
b. The Step One Letter of Grievance shall be submitted to Step Two. The letter may not be amended by the grievant to set forth new matters.

c. The intermediate supervisor shall, within seven (7) working days of the receipt of the appeal, submit a decision to the grievant and the Superintendent’s designee.

d. The decision shall be in writing, and shall contain:
   1. the date of receipt of the appeal,
   2. the date of decision to grievant,
   3. decision of the intermediate supervisor with the supporting reasons therefore.

4. Step Three

a. The grievant may appeal in writing to the Superintendent’s designee within seven (7) working days of receipt of the decision, by submitting the Step One Letter of Grievance. The letter may not be amended by the grievant to set forth new matters.

b. The Superintendent’s designee shall, within seven (7) working days of the receipt of the appeal, submit a decision to the grievant.

c. The decision shall be in writing and shall contain the date of decision.

d. Unless waived by written mutual agreement of the grievant and the Superintendent’s designee, a hearing by the designee is required at this step.

e. The seven (7) working day time limit noted in Step Three above may be extended by written mutual agreement between the grievant and the Superintendent’s designee.

5. Step Four

a. Within fifteen (15) working days of receipt of the decision at Step Three, a written request shall be submitted to the Superintendent’s designee that the grievance be heard and resolved by a hearing officer.

b. The hearing officer shall be selected by mutual agreement between the grievant, or his/her representative, and the Superintendent’s designee. If the grievant, or his/her representative, and the Superintendent’s designee are unable to agree on the selection of an arbitrator, they shall jointly request the American Arbitration Association to submit a list of five (5) arbitrators who have had considerable experience as an arbitrator in public employment disputes. The grievant, or his/her representative, and the Superintendent’s designee shall then alternately delete names from such list until only one (1) name remains; and that person shall serve as the arbitrator. Whether the employee, or the Superintendent’s designee, deletes the first name shall be determined by lot.

c. Except when a statement of facts mutually agreeable to the grievant and the Superintendent’s designee is submitted to the arbitrator, it shall be the duty of the arbitrator to hear and consider the facts submitted by the parties.

d. It shall be the duty of the arbitrator to hold said arbitration within fifteen (15) days of written acceptance of appointment as the arbitrator.
e. After said arbitration, or review of mutually agreeable statement of facts, it shall be the duty of the arbitrator to make written findings of fact(s) which resolve the grievance.

f. The decision of the arbitrator shall be final and binding upon the parties.

g. 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 an Agreement, Ordinance, or Resolution.

h. Each party (employee, group of employees, or Union and the Superintendent’s designee) to an arbitration before an arbitrator shall bear its own expenses in connection therewith. All fees and expenses of the arbitrator and a reporter, if any, shall be borne and paid in full by the unsuccessful party. In the event the arbitrator shall make a compromise decision, the party or parties which shall pay the fees and expenses of the arbitrator, and a reporter, if any, shall be determined on a proportional basis by the arbitrator.

C. The Effect of Failure of Timely Action
Failure of the grievant to submit an appeal within the required time limit at any step, or for informal discussion, shall constitute an abandonment of the grievance. Failure of the District to respond within the time limit in any step shall permit lodging an appeal at the next step of this procedure within the time allotted had the decision been given.

D. Shop Stewards
The District and the Union agree that the Shop Stewards shall attempt to resolve grievances at the lowest possible step and that the Shop Stewards and District management relationship should be positive.

20. SUSPENSION, DISCIPLINE AND DISMISSAL

A. Suspension
1. Any suspension within the discretion of management shall be related to job performance.

2. In general, no employee shall be suspended according to paragraph 1 above without being given written notice five (5) days before the suspension is to take place. This notice shall contain the reasons for suspension and a copy shall be given to the steward. Exceptions shall not be made in cases in which the employee is able to perform his/her assigned duties without jeopardizing the security of other employees.

3. If the employee is not in agreement with the suspension, a meeting shall be held with those involved to seek resolution.
B. 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 licenses 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 students.

   h. Physical or mental incapacity to perform adequately on the job.

3. Guidelines for Disciplinary Action

   The following guidelines shall be recognized in the discipline and/or dismissal of unit members:

   a. The District’s rules, regulations and policies shall be reasonable and related to the efficient operation of the District.

   b. Rules, order and penalties should be applied fairly and equitably.

   c. Disciplinary action should be appropriate and reasonably related to the nature of the offense.

4. Progressive Discipline

   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.

d. If suspension without pay is recommended as a disciplinary action, it shall be preceded by a written reprimand. 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.

e. Normally, any initial suspension of a unit member pending a disciplinary hearing shall be with pay.

f. Emergency Suspension. The Union and the District recognize that emergency situations can occur involving the health and welfare of students, employees or the public.

g. 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.

h. Within three (3) work days, the District shall hold an informal hearing as described in Section 5 below and serve on the employee a written notice of discipline and notice of the right to a formal hearing in accordance with this Article.

i. 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.

j. A unit member may be represented, upon request, at any disciplinary meeting or hearing.

5. Disciplinary Procedure

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 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.

b. 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.
c. 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.

d. 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.

e. The employee may, upon request, have copies of materials upon which the charges are based.

f. 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 hearing and a denial of all charges. In the absence of 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.

6. 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.

7. Arbitration

a. The Union has the exclusive right to appeal the Superintendent/ designee’s decision to arbitration.

b. The Union and the District agree to meet for the purpose of mutually selecting a panel of 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 for terminations, binding for suspensions. The Superintendent shall submit the arbitrator’s decision to the Board of Education. The decision of the Board of Education shall be final. 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 court recorder costs incurred by the Union.

8. 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.

21. INSURABILITY
   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 Section D 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 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 D below.

   C. A permanent unit member who has his/her license revoked by the California Department of Motor Vehicles shall be subject to separation from District service, as provided for in Section D below.

   D. Special Employment Status
      1. However, prior to any dismissal action contemplated in Sections A and B 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.

      2. 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.
3. 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.

4. If the service is corrected, the deferral process described in item D. 2. 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 thirty-six (36) months.

1. During said thirty-six (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 reemployed by the District in place of any of its temporary or as needed employees in said class. Upon completion of said thirty-six (36) month period, if the unit member has not been reinstated or reemployed, as provided for herein, he/she shall be dismissed from District service.

**22. PROBATIONARY PERIOD, LAYOFFS, BUMPING RIGHTS AND REORGANIZATION**

**A. Probationary Period**

The District and the Union agree that unless modified by subsequent negotiations between the parties, the District shall maintain the probationary period provisions contained in Civil Service Rules and Regulations as of June 30, 1993.

**B. Layoffs and Bumping Rights**

With regard to City-wide bumping and layoff, the District and the Union agree to abide by the following provisions:

1. To the extent permitted by future modifications, if any, in Civil Service Rules and Regulations that grant/maintain City-wide seniority reciprocity between San Francisco Unified School District and various City departments, the District will continue the practice of City-wide seniority and bumping in effect on July 1, 1995.

2. The district will give a forty-five (45) calendar day notice in the event of layoffs. In all cases, permanent employees shall receive a forty-five (45) calendar day notice.

3. Layoffs shall be administered pursuant to Civil Service Rules and Regulations in effect on June 30, 1993, except that an employee with permanent seniority in class shall have the right to displace an employee with less permanent seniority in the same class in any department. All bumping and displacement shall first
occur within the department that effected the layoff in question, prior to any City-wide bumping that may be available.

C. Information Technology
1. There shall be no layoff of any current unit members as a result of awarding a technology contract to an outside vendor.

D. Facilities Planning
1. The Union will support the District's actions to reorganize the Facilities Planning and Construction Department (FPCD) by creating management positions to implement and supervise departmental activities, projects and goals. The District will not seek to utilize the project manager classification for said positions.

2. In consideration of this Agreement, the Union shall withdraw the Unfair Labor Practice charge previously filed on the issue of awarding construction design and management contracts (SF-CE-1797). Similarly, the Union shall withdraw its Civil Service complaint on this issue which was originally calendared for October 24, 1995.

3. There shall be no layoff of any current unit members as a result of awarding design or construction management contracts or departmental reorganization as contemplated herein.

It is the District's intent to have Inspectors (Class 6331) supervised by Special Assistants (Class 1373), except for interim situations.

23. STATE DISABILITY INSURANCE
The District shall continue participation in the State Disability program for this bargaining unit.

24. HEALTH AND SAFETY
The District acknowledges its responsibility to provide safe and healthy work environments for employees and users of District services. Every employee has the right to safe and healthy working conditions. Toward this end, a Health and Safety Committee shall be established with two (2) Union members and two (2) District-representative members.

25. DISTRICT - UNION LIAISON COMMITTEE
A District - Union Liaison Committee shall be established, as follows:

A. There shall be equal District and Union membership on the committee; the Superintendent shall be an ad hoc member.
B. The Committee shall meet on a monthly basis with both Departmental managers and the District’s Chief Personnel Officer.

C. The purpose of the meeting will be to provide a regular vehicle for consultation, an opportunity for input and interaction, and a way to provide the Union (under normal circumstances) with advance knowledge about pertinent departmental activities. In addition, the committee may also choose to look at personnel and policy issues related to departmental activities.

26. EMPLOYEE PROTECTION

A. An employee who is assaulted and/or threatened with bodily harm as a result of performing assigned duties shall immediately notify the appropriate site administrator, who will then be responsible for notifying the proper authorities and taking every precaution to ensure the safety of the employee while on District property.

B. In case of an accident on the job, the District shall make available the necessary accident reports and provide assistance in completing the form if requested.

C. An employee shall be allowed an opportunity to review the emergency or disaster plan for the jobsite to which he/she is assigned if the employee so requests.

27. WORK STOPPAGE

In consideration of the terms and conditions provided for in this Agreement, the Union agrees that it will not instigate, participate, condone or support any work stoppage by bargaining unit members or other District employees. The District further agrees that it shall not lock-out any unit members during the term of this Agreement.

28. SAVINGS

Should any provisions of this Agreement be declared invalid by court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect. In the event of such invalidation the parties agree to meet and negotiate within thirty (30) days for the purpose of mutual agreement upon a satisfactory replacement.

29. INTERNSHIP PROGRAM

The District and the Union shall jointly develop a process and protocol of an internship program which could lead to future Local 21 positions within the District.

30. ALTERNATIVE COMPENSATION AND STAFFING

The District and the Union will meet to discuss how to utilize potential parcel tax resources for increased staff, professionalization, and compensation.
31. COMMUTER CHECK
Unit members shall be eligible to participate in the District Commuter Check Program.

32. TERM AND REOPENERS
The terms of the Agreement shall be for two years, July 1, 2010 - June 30, 2012.
SIGNATURES
FOR THE UNION FOR THE DISTRICT
Appendix A

Certification of Representative
Appendix A  
Recognition Agreement - July 1990

1. The San Francisco Unified School District and the International Federation of Professional and Technical Engineers. Local 21 have agreed to the following classification of District employees being included in the bargaining represented by the Union, subject to the approval of the Public Employment Relations Board:

- Class 1650 Accountant
- Class 1652 Senior Accountant
- Class 1654 Principal Accountant
- Class 1656 Head Accountant
- Class 2548 Occupational Therapist
- Class 5261 Architectural Assistant II
- Class 5265 Architectural Associate I
- Class 5266 Architectural Associate II
- Class 5268 Architect
- Class 6331 Building Inspector
- Class 6340 School Construction Coordinator
  (other than John Jezmajian)
- 5208 Civil Engineer
- 5210 Senior Civil Engineer
- 5236 Assistant Electrical Engineer
- 5242 Senior Electrical Engineer
- 5252 Assistant Mechanical Engineer
- 5254 Associate Mechanical Engineer
- 5344 Assistant Mechanical Engineer II
- 6138 Industrial Hygienist

In addition, the District and the Union further agree to exclude the following positions from the unit:

- The School Architectural Coordinator position. Class #5269 presently held by Wallace Cleland
- The Principal Architect position, Class #5273 presently held by Dave Suloff.
- The School Construction Coordinator position, Class #6340 presently held by John Jezmajian.
- The Asbestos Project Manager class being currently created and awaiting Civil Service classification number.

Excluded from the unit shall be all management, supervisorial and confidential employee classifications.

If additional related classifications are created at some future date, the District and the Union attempt to agree on whether or not said newly created classes should or should not be included in this unit. If the District and the Union are unable to agree on inclusion or exclusion, either party may submit the question to the Public Employment Relations Board for determination.

The effective date of the unit modification described herein shall be ten (10) calendar days after the Public Employment Relations Board notifies the District and the Union that the current professional accountant unit has been modified to include the classes described in Section 1, above.
Recognition Agreement - July 1992

The San Francisco Unified School District and the International Federation of Professional and Technical Engineers, Local 21, hereby agree that the following classifications of District employees shall be added to the current bargaining unit represented by the Union, subject to the approval of the Public Employment Relations Board:

- Class #1806 Senior Statistician (presently 1 incumbent)
- Class #5258 Senior Mechanical Engineer (presently 1 incumbent)
- Class #1956 Senior Purchaser (presently unfilled)
- Class #1736 Computer Operator II (presently 2 incumbents)
- Class #1862 Systems and Procedures Analyst (presently 2 incumbents)
- Class #1864 Senior Systems and Procedures Analyst (presently unfilled)
- Class #1952 Purchaser (presently 5 incumbents)
- Class #5234 Junior Electrical Engineer (presently 1 incumbent)
- Class #1876 Data Processing, Programming and Systems Supervisor (presently incumbents)

In addition, the District and the Union further agree to exclude the following classifications of District employees from the current bargaining unit represented by the Union:

- Class #1866 Systems and Procedures Supervisor (presently 0 incumbents)
- Class #1956 Supervising Purchaser (presently 1 incumbent)

Notwithstanding the provisions of sections 1 and 2, above, the District and the Union also agree that if in the future only Class #1956 is occupied and Class 11958 is vacant at any given time, the incumbent position in Class #1956 shall be excluded from the bargaining unit for the duration of the period that Class #1958 is vacant.

The District and the Union also agree that because the nature of the Class #1656 position occupied by David Chan is evolving into a position of confidentiality, as provided for under the Education Employment Relations Act, that said position shall be excluded from the bargaining unit. The parties further agree that on or about May 15, 1994, the Union may request to meet with the District regarding the continuing confidentiality of the position currently occupied by Mr. Chan.

The District and the Union further agree that, neither will seek to modify the unit described herein for related classifications that are in existence at the time this Recognition Agreement is executed. However, if additional related classifications are created at some future date, the District and the Union will attempt to agree on whether or not said newly created classes should or should not be included in this unit. If the District and the Union are unable to agree on inclusion or exclusion, either party may submit the question to the Public Employment Relations Board for determination.

The District and the Union agree that the Public Employment Relations Board shall be requested to promptly conduct a representation election among employees described in Section 1, above, to determine whether or not said employees desire Union representation.

The effective date of the unit modification described herein shall be ten (10) calendar days *after the Public Employment Relations Board notifies the District and the Union that the current professional accountant unit has been modified to include the classes described in Section 1, above.
UNIT MODIFICATION ORDER
TITLE OF UNIT: Professional/Technical Unit

Pursuant to authority vested in the undersigned by the Public Employment Relations Board, the following modification of the above-referenced unit is approved:

Shall INCLUDE:
- Class #1806 Senior Statistician
- Class #5258 Senior Mechanical Engineer
- Class #1956 Senior Purchaser
- Class #1736 Computer Operator II
- Class #1862 Systems and Procedures Analyst
- Class #1864 Senior Systems and Procedures Analyst
- Class #1952 Purchaser
- Class #5234 Junior Electrical Engineer
- Class #1876 Data Processing, Programming and Systems Supervisor

Shall EXCLUDE:
- Class #1866 Systems and Procedures Supervisor
- Class #1958 Supervising Purchaser

This Unit Modification Order shall not be considered to be a certification for the purpose of computing time limits pursuant to PERB regulation 32754. Issuance of this Order shall not be interpreted to mean that the Board would find this unit, as modified, to be an appropriate unit in a disputed case.

Signed at San Francisco, California
On the 20th day of August, 1992

On behalf of
PUBLIC EMPLOYMENT RELATIONS BOARD

Regional Director
Appendix B

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, Healthnet, and Pacificare.

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.