COLLECTIVE BARGAINING AGREEMENT

BETWEEN AND FOR THE

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021

AND

SAN FRANCISCO UNIFIED SCHOOL DISTRICT

FOR

JULY 1, 2010 – JUNE 30, 2013
BOARD OF EDUCATION
SAN FRANCISCO UNIFIED SCHOOL DISTRICT

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There is currently a dispute between San Francisco Unified School District and Service Employees International Union, Local 1021, as to whether the District is bound by the provisions of the San Francisco City Charter relating to negotiations and binding arbitrations of disputes over the terms and conditions of collective agreements (Memoranda of Understanding). This dispute is being litigated in a number of lawsuits. The District is currently a party of two of those lawsuits.

A. To provide a fair and harmonious employee relations during the pendency of the various lawsuits the District and Local 1021 agree to the bargaining unit employee working conditions contained in the attached document.

B. If during the term of this Agreement, there is a judgement entered which finally and conclusively adjudicates the issue of the District’s responsibility and liability under the San Francisco City Charter due either to negotiations or arbitration of collective agreement between the City and Local 1021, then the District and the Union agree that either party may, within 30 calendar days after such judgment, reopen negotiations on any topic(s) of this Agreement.

C. An action filed by the United Public Employees Local 1021 against the San Francisco Unified School District is now pending in the Superior Court of the State of California in and for the City and County of San Francisco and is numbered 951317. The United Public Employees allege in that action that the San Francisco Unified School District is bound by the "city-wide negotiations" at least as to those matters which fall within the scope of representation under the Meyers-Milias-Brown Act notwithstanding that the San Francisco Unified School District is also an employer under the Educational Employment Relations Act. It is the position of the San Francisco Unified School District that its labor-management relations are governed by the Educational Employment Relations Act and that since the passage of Proposition B and the addition of Section 8409 of the Charter of the City and County of San Francisco, it is not bound by any of the negotiations which have occurred in the Meyers-Milias-Brown Act meeting and conferring between the City and County of San Francisco and the United Public Employees. The parties hereto acknowledge that it is appropriate to make certain adjustments to the wages, hours and working conditions of employees represented by United Public Employees Local 1021 working in the San Francisco Unified School District but they are concerned that any discussions or adjustments might later be utilized as evidence in the above-described pending action, which militates against such discussions and changes. Both parties would be prejudiced by the failure to make adjustments. Therefore, it is hereby agreed that this Agreement and all discussions which may lead to adjustments in wages, hours and working conditions, and all adjustments in wages, hours and working conditions which occur while the above-described action is pending shall be privileged and may not be cited, referred to or argued in the pending litigation as evidence for or against the position of either of the parties to this action.

D. Notwithstanding the constraints described herein, the bargaining teams of the San Francisco Unified School District and of SEIU Local 1021 have reached the attached Tentative Agreement which both teams agree to recommend to their respective constituencies for ratification consideration. Upon said ratifications, all bargaining between the parties shall be concluded for the term of this Agreement, except as provided for in item B, above.

NOTE: The parties acknowledge that the Union referred to as Service Employees International Union Local 790 in this document became and was recognized by the District as Service Employees International Union Local 1021 on or about June 26, 2007.”
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1.0 RECOGNITION

The San Francisco Unified School District (hereinafter District) voluntarily recognizes the Service Employees International Union Joint Council of Public Employees, (hereinafter Union) as exclusive representative of the appropriate Blue Collar and Student Nutrition Services and the appropriate Clerical and Technical Services bargaining unit pursuant to Section 33050 of the Rules and Regulations of the Educational Employment Relations Act. The classifications in these bargaining units are designated in Appendix G of this Agreement. The District affirms that the Union has made a showing of majority support in these bargaining units.

1.1 Placement of New Classifications

The Union shall provide the District with a list of new classifications that it proposes for unit inclusion. After reviewing said list, the District and the Union shall meet to discuss the appropriateness of the possible unit modification, potential conflicts in District designations of management and confidential positions, and the recognition procedures of the Public Employment Relations Board (PERB). Except for instances of appropriateness and designation conflicts, the District shall not attempt to block the Union’s request for a PERB unit modification.

If there are newly created classifications in the future about which the District and the Union cannot agree regarding unit inclusion or exclusion, the matter shall be submitted to the Public employment Relations Board for possible unit modification.

1.2 Classification Accretion

The District will accrete the following job classification to the Union:

- 1410 – Chief Clerk
- 1632 – Senior Accounting Clerk
- 1634 – Principal Accounting Clerk
- 1844 – Sr. Management Assistant
- 2656 – Chef
- 7450 – Shade & Drapery Worker
- 7451 – Senior Shade and Drapery Worker

2.0 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.

3.0 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, handicapping condition including AIDS/ARC/HIV status, domestic partner status, marital status, gender identity
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 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.

4.0 EMPLOYEE INFORMATION

4.1 Within 90 days of the ratification of this agreement by the Board of Education, the District shall cause the Agreement to be translated into Spanish and Chinese, and sent to the Union. The District shall thereafter provide the Union at least sixty (60) days to identify and give feedback to the District regarding translation issues and/or problems with translations of the English version into Spanish and/or Chinese version(s). If any conflicts or disputes arise regarding the translation or proper interpretation of any term or provision of this agreement, the intent, and language of the English language version of the agreement shall prevail. Within 90 days after the expiration of this (60) day period, the District shall post the English and translated version on the District’s website and simultaneously will make available 250 Spanish and 250 Chinese copies for distribution to all employees in the bargaining unit, and future bargaining unit employees to be hired within the effective period of the contract. The parties shall mutually agree on the format and design of the agreement to be printed. The cost of printing and translating the agreement and any additional required copies shall be borne equally by the District and Local 1021. 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 Appendix B of this Agreement.

5.0 COMPENSATION BENEFITS

The District agrees to increase the 2005-2006 salary schedules for Classified Employees covered by this Agreement by 2% effective close of business June 30, 2006 (See Appendix G), and further increase the schedule by another 2% effective close of business June 30, 2007.

The District agrees to increase the 2007-2008 salary schedules for classified employees covered by this agreement by 3% commencing with the pay period beginning December 12, 2007 (See Appendix G).

The salary schedule hourly rates in effect as of June 30, 2008 shall remain unchanged during the term of this Agreement as specified in Article 25.

5.1 One Time Bonus

The District shall pay all SEIU represented employees a one-time lump sum bonus of $200. The bonus shall be paid prior to December 25, 2005. The District will work with City Controller to identify one-time savings to fund this bonus.

5.2 Asbestos Worker (Class 7218)

Effective for the 1997-98 school year, a five (5) step salary schedule shall be established for asbestos workers (Class 7218) with the standard salary schedule increment between steps. For 1997-98 all incumbent asbestos workers shall be placed on step 1; step 2 progression on the new salary range shall begin 7/1/98 with incumbents being placed on Step 2 if he/she rendered service to the District for the 1997-98 school year.
5.3 **Longevity Premium**

Effective 7/1/96, eligible unit members shall receive a 30 cents per hour premium for longevity pay. Eligibility for said longevity pay shall be those unit members with:

5.3.1 Ten (10) or more consecutive years of experience in the District, or any combination of ten or more years of service in the District and any other classification included in the Civil Service System of San Francisco.

5.3.2 A current District assignment of four (4) hours per day or more.

5.4 **Retirement Contribution**

Effective 7/1/2011, represented employees agree to pay their own employee retirement contribution in an amount equal to seven and one-half percent (7.5%) of covered gross salary in accordance with the City Charter. For employees who became members for SFERS prior to November 2, 1976 (Charter Section A8.509 Miscellaneous Plan), the unit member shall also pick up the remaining one-half (0.5%) of the total eight percent (8%) employee retirement contribution to SFERS.

In exchange for the unit member pick up of the 7.5% employee retirement contribution, the District agrees to a 6.12% adjustment to the salary schedule for those unit members who are also members of the retirement system. For unit members who became members of SFERS prior to November 2, 1976 and have an employee contribution of 8% the District agrees to an adjustment to the salary schedule of 6.62%, except that those members who have elected a reduced contribution shall only receive an adjustment in an amount equal to their percent contribution.

These member contributions shall be made on a pre-tax basis consistent with the Internal Revenue Code and implementing regulations.

If a unit member becomes eligible for membership in the retirement system during the term of this agreement, he or she shall be moved to the salary schedule that has been adjusted to reflect the unit member pick-up of 7.5% employee retirement contribution, retroactively to the date of entry into the retirement system.

To the extent authorized State law, rule changes by the City’s Retirement Board regarding the crediting of accrued sick leave for retirement purposes shall be incorporated herein by reference.

5.4.1 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 contribution irrevocable.

5.4.3 **Early Retirement**

The District shall participate in the Proposition F early retirement program in fiscal year 2006-2007 if the program is implemented in the City and County of San Francisco that year by vote of the Board of Supervisors pursuant to Charter Section A8.401-7.

5.5 **Health Benefits**

Effective July 1, 2006, the District shall increase its dependent health care contribution to an amount equal to 75% of the cost of Kaiser in fiscal year 2006-2007 at the employee plus two or more dependent rate. Thereafter, the District shall annually increase its dependent care premium contribution by an amount which is not less than
the equivalent of the percentage increase, if any, reflected in the CPI-U (medical care, San Francisco) as reported on the California State Department of Finance website in January for the prior calendar year.

5.6 **District Fringe Benefits Contribution**

The District shall contribute $30.09/pay period for single party coverage for those employees enrolled in the most expensive plan. The effective date of this contribution shall be the pay period beginning 7/1/00.

5.7 **Pay Premium and Additional Compensation**

In addition to the provision of 5.0, the following pay premiums and additional compensation rates provisions shall be in effect during the term of this Agreement.

5.7.1 **Pay Equity**

The 1994-97 pay equity plan shall be maintained.

5.7.1.1 In addition, the district shall allocate up to an additional $250,000 per year for both 1997-98 and 1998-99 for further improvement of the District’s pay equity plan. The District and the Union shall meet and negotiate regarding the specific classes for utilization for said funds.

5.7.1.2 The District shall request that the City salary survey of potential pay equity classes include the SFUSD classifications of 2302 (Nursing Assistant), 2615 (School Lunch Room Helper), 2630 (School Lunch Room Clerk), 2634 (Cook Manager Secondary), 2672 (Children’s Center Assistant House Parent), and 2674 (Children’s Center House Parent). The results of said survey shall be considered during the wage negotiations between the parties for 2001-02 and/or 2002-03.

5.7.1.3 The subject of pay equity for 2000-01 shall be part of the bargaining reopener on economic issues for said year.

5.7.2 **Bilingual Pay Premium**

Each fiscal year, the Superintendent, or designee, shall designate District positions that are eligible for the bilingual pay premium. Positions which require translating or interpreting to or from a foreign language including sign language for the hearing impaired and Braille for the visually impaired shall be designated eligible for the bilingual pay premium.

Employee meeting the premium criteria skills shall receive a $50 premium per pay period.

5.7.3 **Word Processing Pay Premium**

Unit members receiving a word processing pay premium in 1993-94 shall continue to receive said premium for the duration of this Agreement, unless the parties subsequently agree to the contrary in future negotiations; unit members hired after July 1, 1994 shall not be eligible for this premium.

5.7.3.1 Effective with the adoption of this 2010-2013 Agreement, the word processing premium provided for in section 5.7.3 shall terminate for all employees. For those employees receiving this premium pay, the District shall compute the average amount each such employee received during each pay period between August 1, 2009 and June 30, 2010 and in the pay period immediately following ratification of this Agreement shall pay a lump sum equal to that total sum of each affected employee.
5.7.4 **Out-of-Class Pay**

A unit member directed/approved by his/her Program Director to perform a substantial portion of the duties and responsibilities 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 the acting assignment.

Acting Assignment pay shall be discontinued after six-month period except for extraordinary circumstances related to health, safety, or students or employees as approved by the Chief Administrative Officer. All assignments in excess of six-month shall require a determination by HR as to whether the position shall be reclassified.

Reclassification and selection to reclassified positions are subject to the civil service rules. If a position is not reclassified, the employee shall not be required to perform out-of-class duties assignment.

The District shall not deliberately reassign duties during the five (5) consecutive day period merely to avoid the 5% additional payment provided herein.

The District will not rotate supervisory assignments for the purpose of avoiding out-of-class compensation.

### 5.7.4.1 Outstanding Out-of-Class/Acting Assignment Claims Prior to April 1, 2002

The parties agree to resolve outstanding out-of-class/acting assignment claims as of April 1, 2002 as follows:

- Employee’s formerly receiving acting assignment pay will receive retroactive pay from discontinuation date, but no earlier than 7/1/00. Pay shall continue automatically for six months after final approval of contract by school board.

- Human Resources will reconsider acting-assignment pay request from employees from whom premium was approved by supervisor but denied by Human Resources. Union may submit two pages advocacy summary explaining why employee entitled to acting assignment pay, when the assignment started, who supervisor was and names of individuals Human Resources should speak to confirm.

- If Human Resources approves, employee will be given retroactive acting-assignment pay from date their request form was submitted to supervisor and/or Human Resources. Pay shall continue automatically for six months from date of approval.

- If Human Resources denies, parties agree to submit all such denials to expedited proceeding with Arbitrator but mutually selected by the parties. Each side shall have maximum 1 hour to present case depending on number of appeals.

- If appeal granted, employee shall be given acting assignment pay from date request submitted to supervisor and/or Human Resources. Pay shall continue automatically for six months from the date of arbitrator’s decision.

- During six-month review period, HR will determine if the position should be reclassified. Reclassification and selection to reclassified position are subjected to civil service rules. If position is not reclassified, employee will not be required to continue to perform out-of-class duties/assignment. Acting Assignment pay will be discontinued after six-month period except for extraordinary circumstances related to the health, safety or welfare of students or employees as approved by the Chief Administrative Officer. The CAO’s decision to extend acting assignment pay beyond 6 months shall not be grievable.
5.7.5 **Night Duty**

The night duty differential shall be 8%. To be eligible for the night duty premium, employee must work at least one (1) hour of their shift hours between 5 p.m. to 7 a.m.; those employees voluntarily participating in an authorized flextime program shall be exempted from said night duty premium.

5.7.6 **Professional Growth/Tuition Reimbursement Plan**

The District shall establish a pool of $10,000/year for the purpose of reimbursing tuition costs to bargaining unit member’s service to SFUSD, and which have been approved in advance by the District’s Department of Human Resources. In no event shall an individual unit member be eligible for more than $500.00 per year of reimbursement as described herein.

5.7.6.1 **KSA [Knowledge + Skills + Ability]**

The District agrees to participate in the City & County’s KSA program to develop the knowledge, skills, and ability of bargaining unit members to the extent economically feasible. Any costs associated with training, release time, or necessary materials will be supported by the unused tuition reimbursement monies. The Union and the District will expeditiously review and develop policies and procedures used to implement this contract provision. This will be done no later than 60 days upon ratification of the agreement by the parties.

5.7.7 **Supervisory Differential Adjustment**

The appointing Officer/Designee is hereby authorized to adjust the compensation of a supervisory employee who schedule of compensation is set herein subject to the following conditions:

5.7.7.1 The supervisor, as part of the regular responsibilities of his/her supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or subordinates.

5.7.7.2 The organization is a permanent one approved by the appointing officer/designee where applicable, and is a matter of record based upon review and investigation by the Civil Service Commission.

5.7.7.3 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.

5.7.7.4 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.

5.7.7.5 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.

5.7.7.6 The decision of the Appointing Officer/Designee as to whether the compensation schedule of the supervisory employee shall be adjusted in accordance with this section shall be final.
5.7.7.7 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.

5.7.7.8 In no event will the Appointing Officer/Designee 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 in equity continues to exist, the Appointing Officer/Designee may again review the circumstances and may grant an additional salary adjustment not to exceed 2 full steps (approximately 10%).

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

5.7.8 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 percent of their regular straight time rate of pay for the period of the standby service, except that employees in classes shall be paid ten (10) percent of their regular straight time rate of pay for the period of such standby service when outfitted by their department with an electronic paging service. 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. Notwithstanding the general purpose provisions of this section, standby pay shall be allowed in classes 1738 Electronic Data Processing shift Supervisor, 1741 Senior Electronic Data Processing Shift Supervisor, 1864 Senior Systems and Procedures Analyst, 1871 Assistant Software Analyst, 1872 Programmer Analyst and 1873 Software Analyst and shall not be allowed in classes who duties are primarily administrative in nature.

The provision of this Section authorizing standby pay do not apply to classification 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 below employees in the classification categories referenced in this subsection shall be eligible for standby compensation.

5.7.8.1 Callback/Holdover pay

Unit members called into work on a day off or called back into their work location(s) 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. The section shall not apply to employees who are called back to duty when on a stand-by status, pursuant to section 5.7.8 of the Collective Bargaining Agreement. The employee’s workday shall not be adjusted to avoid the payment of this minimum. Full time employees who are held over to work after having worked their regularly scheduled shift shall be compensated at overtime per section 5.7.14 of the Collective Bargaining Agreement.

5.7.9 Lead Person Pay

Effective 7/1/97, Lead Pay provision shall be implemented, as follows:

5.7.9.1 Employees designated by their supervisor as lead workers shall be entitled to a five-dollar ($5.00) only in situations involving:
5.7.9.1.1 Regularly assigned to plan, design, sketch, layout detail, and estimate or order materials when said work is outside the regular job description and duties of the class.

5.7.9.1.2 When assigned to team maintenance and only when the supervisor recommends that said assignment meets the description in section 5.7.9.1.1 above.

5.7.9.1.3 notwithstanding the provisions contained herein, an employee receiving lead pay in 1996-97 and who does not meet the criteria described in section 5.7.9.1.1 and 5.7.9.1.2, above, shall continue to receive lead pay until such time as the salary range for his/her classification exceeds the 1996-97 pay level, including the lead pay premium.

5.7.10 School Lunchroom Helper in Charge

The District shall provide to classification 2615 when assigned “In Charge” at a satellite location a salary adjustment to the equivalent salary step in the salary schedule which is two grades above the salary schedule for class 2615.

The foregoing paragraph shall be superseded and no longer in effect upon reorganization of Student Nutrition Services (SNS) Personnel under the following terms and conditions:

18.0 Student Nutrition Services

Modify Appendix G to accomplish the following:

Reorganization of SNS Personnel

The following classification shall be eliminated and new classifications created, with impacts on incumbents as set forth below:

Eliminate                              New
2634 Cook Manager                     2616 Lead SNS Worker Secondary
2630 Cooks                            2616 Lead SNS Worker Secondary
2615 School Lunchroom Helpers [Already serving as employee in charge at secondary level] 2616 Lead SNS Worker Secondary
2615 School Lunchroom Helpers [Already serving as employee in charge at elementary level] 2616 Lead SNS Worker Elementary
2615 School Lunchroom Helpers [Not serving as employee in charge at elementary or secondary level] 2615 SNS Worker

Incumbents in the classifications to be eliminated shall automatically occupy the corresponding new classification at the same salary rates, provided however, that the existing employee-in-charge premium shall be incorporated into and become a part of the salary rate for the new Lead SNS Worker classifications.

5.7.10.1 Implementation of this reorganization is conditioned upon approval by the Civil Service Commission according to appropriate procedures. Neither the Union, nor its officers or field staff shall challenge or oppose the District’s efforts to secure approval from the City Civil Service Commission or the City’s Director of Human Resources.
5.7.10.2 “Incumbents in the classification” includes any employee working in any of the affected classification, irrespective of their status – e.g., temporary, services as needed, etc. – on or after July 1, 2010. The effect of this provision is that no employee who so qualifies will be placed at the new lower steps upon rehire.

5.7.10.2.1 No incumbent, as defined in section 5.7.10.2, will lose pay as a result of the reorganization and will be placed at that step in the new step system which is at least equal to their present salary.

5.7.10.2.2 Any temporary or services as needed employee employed in the new classification after implementation shall move annually through the steps up to step 3 of Class 2615 SNS worker ($15.5136 per hour) beginning at their third year of employment. This step movement shall also apply to “incumbent”, temporary and services as needed employees as described in section 5.7.10.2.

5.7.10.2.3 Any “incumbent” as described in section 5.7.10.2 currently paid above the top step of the new classification shall be grand-parented into their current salary level and shall suffer no reduction in salary as a result of implementation of this reorganization.

5.7.10.3 The District will meet and confer with the Union regarding the specific job descriptions it intends to seek approval for.

5.7.11 LOG CABIN SCHOOL DIFFERENTIAL

A unit member assigned to work at Log Cabin School in La Honda shall be entitled to a seven and one-half percent (7.5%) salary differential.

5.7.12 Certification Renewal

Employees shall be granted time off, without loss of pay, to complete the mandatory requirement for certification renewal that are necessary for continued District employment in his/her classification. At this time, the following bargaining classifications are impacted by this provision: 7218, 1930, 2615, 2630, 2634, 2672, and 2674.

5.7.13 Correcting Payroll Errors

The following provision shall be added to the new Contract, effective 7/1/98.

5.7.13.1 In the event of a payroll error that represents 50% or more of an employee’s pay net check, a corrected check will be issued by the District within 1 to 3 work days provided: the error is brought to the attention of the Payroll Department within three (3) days of the pay day when the error occurred; and also provided that the Payroll Department receives the documentation for correction at the approximate time that it receives notice of the error.

5.7.13.2 If the amount of the payroll error represents 25% to 49% of the employee’s net paycheck, the new check will be issued within 5 workdays and all other provision of Section 5.8.13.1 shall apply.

5.7.13.3 If the amount of the payroll error is less than 25% of the employee’s pay net check; the correction will be made on the next regular payroll.
5.7.14 Overtime

Overtime shall be defined as service authorized by the Superintendent or his/her designee in excess of eight hours in any day, or in excess of forty hours in any week. Overtime service shall be paid for in cash unless the employee and the supervising manager mutually agree to compensatory time in advance of the work performed. If paid in cash, it shall be at one and one half times the base hourly pay rate. Compensatory time shall be earned at one and one-half (1 ½) times the period of overtime that is worked. On a monthly basis the District shall provide to SEIU Local 1021 a complete list of names of unit members that were paid overtime for the month in question.

5.7.15 Mileage

A unit member whose job classification is assigned to multiple District sites or who is required and directed to use his/her private vehicle in the performance of District duties, and who submits the appropriate claim forms, shall be reimbursed at the prevailing IRS rate.

Reimbursement shall not apply in situations in which a unit member elects to work in multiple positions at multiple sites in a position number that is not assigned to multiple sites. This limitation shall not apply, however, to the unit member who is receiving reimbursement under these circumstances as of the date of ratification of this 2010-2013 Agreement.

5.7.16 Duty-Free Lunch

A unit member assigned to work six (6) or more hours per day shall be entitled to not less than a thirty (30) minute duty-free lunch period without pay; said period shall be scheduled by the immediate supervisor. Should the need for District efficiency cause the lunch period to be cancelled, the District shall make a reasonable effort to reschedule it within the unit member’s normal starting and ending time of service. In any event, a unit member shall be paid for all hours actually worked.

6.0 TEMPORARY POSITIONS

6.1 On an annual basis and in conjunction with the budget cycle, the District and the Union agree to review temporary positions in Child Development and Student Nutrition Services to determine if such positions may be made permanent in nature. The District agrees to facilitate the transition of temporary employees in Child Development and Student Nutrition to permanent positions where practicable.

6.2 The review process will include employees in permanent exempt and in “as needed” positions working less than half-time and/or seeking a greater number of working hours, subject to possible consolidation of positions and attrition. The District and the Union will jointly request an expedited exam schedule by for each school district classification that has no existing list. In order to implement the review of temporary positions described herein, the parties agree to the following principles concerning the 90-day review process of this section:

6.3 A work group consisting of four appointed members from the District and four appointed members from the Union will be formed;

6.4 Release time will be provided for attendance at the sessions;

6.5 The work group will jointly identify classes to be reviewed and will determine the order in which identified classes will be reviewed;
6.6 The work group will also identify the relevant budget timelines and will have authority to recommend possible alternative staffing models such as consolidation of positions, increasing the hours of certain positions, and other similar concepts.

6.7 **NON-PERMANENT EMPLOYEE BENEFITS**

6.7.1 Temporary employees regularly assigned to less than 20 hours per week shall not be entitled to District benefit contributions. Effective May 1, 1995 current temporary employees regularly assigned to at least 20, but less than 40 hours per week, shall be provided with District contributions for medical and dental insurance, including dependent coverage, plus prorated District contributions for premiums, vacation pay, holiday pay, sick pay, jury duty pay and available City retirement coverage; if acceptance to the carriers, said part time employee may purchase at his/her own expense, life and/or long term disability insurance. Effective June 15, 1995, a temporary employee who has worked 1040 hours or more in his/her classification shall advance to the next pay step of said classification and annually thereafter.

7.0 **PERSONNEL FILES**

7.1 There shall be only one 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 materials 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 employing 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.

7.2 Other than formal evaluations, derogatory materials in a personnel file that are at least three (3) years old, and where there has been no repeated incident(s) of the problem(s) that gave rise to such materials during said time period, shall be placed in a sealed envelope. Said sealed material shall not be opened except by court order, or with the unit member’s consent.

7.3 Documents used for discipline purposes which have not already been sent to the personnel file shall be destroyed at the end of each school year unless these materials are sent to the personnel file in accordance with section 7.4. This process shall be completed no later than October 1 of the school year following the date of the material.

7.4 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. Anonymous material shall not be filed.

8.0 **UNION SECURITY**

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

8.1 An employee shall, as a condition of continued employment, within thirty (30) days or 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:

- Hospitality House;
- San Francisco School Volunteers;
- American Cancer Society;
- American Heart Association; and
- Local 1021 San Francisco Unified School District Scholarship Fund.

All employees covered by these provisions will be informed as to their obligations under this section of the agreement.

8.2 Upon seven (7) days notice to the District from the Union that an employee described above has failed to maintained his/her membership in good standing or has failed to maintain his/her current charitable contribution payments to one of the charities 10 designated above, the District shall notify each such employee in writing, with a copy to the Union, that (1) he/she is in violation of the Collective Bargaining Agreement between the District and the Union, and (2) failure to complete the payroll deduction authorization form within seven (7) days shall result in an automatic service fee payroll deduction.

8.3 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.

8.4 The District shall also furnish the Union verification of employee contribution transmitted to charitable organizations.

8.5 This 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.

8.6 Lists provided in Section 8.3 through 8.5 shall be machine readable format to be mutually agreed to by the Union and the District.

8.7 Should the Union establish an initiation fee, it would be included in the agreement of Section 8.1.

8.8 Pursuant to Education Code §45168, the employee may pay service fee directly to the Union in lieu of salary deduction.

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

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

9.0 UNION RIGHTS

9.1 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.
9.2 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.

9.3 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.

9.3.1 In fulfilling its role as exclusive bargaining agent, the Union shall have reasonable access to District building, owned or leased, that are regularly used by bargaining unit members in the performance of District duties. This provision shall not apply to District properties that are leased entirely for commercial purposes.

9.4 Copy of W.A.D.

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

9.4.1 Internet Access

SEIU Local 1021 Unit members shall be provided with a District e-mail account and a password and shall be granted access to a District workplace computer for use permitted by the District’s Technology Acceptable Use and Security Policy, to view District e-mail and official District communications.

9.5 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.

9.6 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.

9.7 Posting of Vacancies

All District recruitments for permanent and summer school positions in SEIU classes shall be posted on the District website and published in the Weekly Administrative Directive (W.A.D), a copy of which shall be posted in the school staff room/lounge. The WAD shall also include all CSC examination announcements for District-only classifications.

9.7.1 Qualified employees shall be fairly considered for the positions in accordance with Civil Service Rules. Employee seniority will be given reasonable weight and cannot be disregarded by decision makers.

9.7.2 The parties acknowledge that San Francisco’s Department of Human Resources is the agency charged with official civil service exam announcements and such announcements are available on the internet and telephone hot line.
9.8 Shop Stewards

A reasonable number of representatives of Local 1021 shall have the right to receive reasonable periods of release time without loss of compensation for the investigation, preparation and processing of grievances. In emergency situations where immediate disciplinary action must be taken against a unit member because of a violation of law or District rules, a shop steward shall not unreasonably be denied the right to represent said unit member. Except in emergency situations, an investigative, disciplinary or grievance meeting shall be rescheduled to give a shop steward a reasonable opportunity to attend.

9.8.1 Release Time for Union Officer(s)

A designated Union officer(s) shall be released from District duties upon Union request. Such leaves shall normally begin at the beginning of the semester for school-term employees or July 1st for year-round employees. Members shall be credited with service time for salary increment and benefit purposes. The Union shall reimburse the District for the full economic package of the released officer(s) no later than June 30th of the year the leave is granted.

9.8.3 The District shall grant reasonable requests for short-term leaves for Union business, other than bargaining, providing a written request is submitted by the Union at least five (5) days in advance, if practicable and providing that adequate substitutes are available, if needed. The Union shall reimburse the District for the full economic package of the released union member.

10.0 CAREER DEVELOPMENT AND TRAINING

10.1 Training Provisions

Clerical and in-service training shall be conducted both during and after working hours and shall not be limited to job-related workshops offered by the District.

10.1.1 All in-service workshops shall be publicized at all sites employing classified staff.

10.1.2 Both the Union and the District agree to explore means to adequately compensate instructors, including possible payment or time off for preparation, if necessary.

10.1.3 Upon satisfactory completion of the in-services, employees shall be issued a Certificate of Completion.

10.1.4 Priority consideration will be given to training in the District computer program.

10.2 Training for Library Technical Assistants

The District Training officer and appropriate instructional and Library staff shall meet with representatives of the Library Technical Assistants’ Association by October 1, 1998 design and implement a series of in-service courses in paraprofessional skills appropriate to the Library Technical Assistant classification, to be conducted during the 1998-99 school year and leading to a Certificate of Completion.

10.3 Career Development Committee

The District and the Union shall form a joint committee of equal representation to meet periodically to investigate the establishment of a possible career development program for employees who wish to become credentialed teachers in the District. Employees who have rendered satisfactory service to the District and who
acquire a valid California teaching credential authorizing service to the District shall be given priority consideration for filling vacancies in said service areas.

10.4 Job-Related Workshops

Upon prior written approval of the Division or Department head, an employee may participate in job-related workshops offered by the District or outside agencies. An employee will receive release time for workshop attendance during regularly assigned hours. Unless compensatory time is granted by the employee’s Department head, employees shall attend in-service programs offered at times other than their regularly scheduled work hours without receiving compensation from the District. Compensatory time shall be taken in compliance with Fair Labor Standards Act provisions and the Salary Standardization Ordinance in effect on June 30, 1993.

10.5 Professional Development

The District shall provide a total of eight (8) paid hours of professional development over the course of each school year, including but not limited to on-line professional development, on a unit basis. The scheduling of the hours in each unit will occur in consultation with the unit Supervisor in order to avoid disruption of District operations. Employees who do not have access to equipment necessary to participate in on-line professional development shall be offered an alternative means of participation. Chapter Officers, as identified by the Union, shall have the right to attend and address unit members during all such sessions that are not presented on-line.

The content of these sessions for full year employees shall be developed in consultation with the Union. These sessions may include but not be limited to the following:

- Civil Service Rules
- Understanding your Employees Benefits (e.g., Life Insurance)
- CPR
- Team Building
- Retirement
- How do I get Information from Human Resources (SFUSD?)
- Employee Assistance Program
- Health Service System
- Career Development (Promotions)
- Emergency Preparedness training
- Sexual Harassment Training

10.6 Emergency Preparedness Training

All bargaining unit members shall undergo training in emergency preparedness (including the District’s Disaster Policy and Procedures – i.e., earthquakes, fires, blackouts, etc.) – in order that they will be able to respond as Emergency Disaster Workers when the need arises.

11.0 SUBCONTRACTING OF WORK

11.1 Prior to formal issuance of a Request for Proposal (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 Union’s representational rights for the service to be subcontracted. The District agrees to meet with the Union upon request 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 to the District.

11.2 Except in temporary overflow situations or those covered herein, the District shall not utilize non-bargaining unit workers to perform bargaining unit work.

11.3 The District shall not utilize unpaid volunteer, GA workers, SWAP or GAIN workers to permanently replace vacant bargaining unit positions.

11.4 There shall be no layoffs or reductions in assigned time of unit members as a result of any subcontracting of work.

11.5 If bargaining unit positions become vacant through natural attrition, the District shall have the right to utilize outside contractors to perform the duties of said vacated positions in an effort to provide efficient and cost effective services to the school community. In this event the parties shall utilize the process described in Section 11.1 above.

11.5.1 In the case of any contracting out of bargaining unit work as contemplated herein such work will be performed by available union labor, provided it does not interfere with the District’s statutory obligation to use the lowest responsible bidder.

11.5.2 Notwithstanding any other provision contained herein, the District shall not subcontract bargaining unit services performed by any of the following departments during the term of this agreement; library services, custodial services, student nutritional services, warehouse worker, office/clerical workers, and school health services.

12.0 SCHEDULING OF HOLIDAYS

12.1 Paid Floating Holiday

Bargaining unit members have the right to flexibly schedule two (2) floating holidays.

All floating holidays must be designated by unit member prior to the end of unit member’s work year and must be taken prior to June 30.

12.1.1 An employee may request of his/her immediate supervisor the scheduling of other floating holidays. While each request will be considered on an individual basis, these requests from school-term employees will not normally be approved for days on which students are in attendance.

12.1.2 Paid Days Off

For 2005-2006 only, the District shall provide three (3) additional days as follows:

12.1.3 For School Term employees, the 3 paid days off shall coincide with November 23rd, January 27th and March 30th.

12.1.4 For year-round employees, the paid days off shall be scheduled by mutual agreement with their supervisor.
12.2 Lunar New Year Observance

Bargaining unit members shall be provided one (1) additional floating holiday for Lunar New Year Observance when the Lunar New Year falls on a school day. The total floating holidays for said years shall be four (4). When the Lunar New Year does not fall on a school day, the total floating holiday shall be three (3).

12.3 Cesar Chavez Day

The District and the Union recognize the significant contribution of Cesar Chavez in improving the lives of America’s working families.

On the annual Cesar Chavez observance recognized by the SFUSD, the District and the Union shall jointly co-sponsor a recognition ceremony honoring district employees who made a significant contribution to the students and families of our district.

12.4 Unit Member Holidays

12.4.1 Bargaining unit members shall be entitled to holidays as set forth in Appendix B (1) (c) of this Agreement.

12.4.2 Additional Paid Holidays

In addition to the holidays referenced in section 12.4.1 bargaining unit members are entitled to paid District holidays designated by the Board of Education.

13.0 VOLUNTARY REDUCED WORK WEEK

13.1 Employees in any classification, upon the recommendation of the Superintendent and subject to the approval of the Director of Human Resources, 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.

13.2 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.

14.0 WORK ASSIGNMENTS

14.0.1 The Union recognizes the Charter authority of the Superintendent in assigning employees under his/her direction. The following does not negate the authority of the Superintendent under the Charter and Civil Service Rules in effect on June 30, 1993, but is an effort to establish acceptable procedures to be followed in making assignments. The following also does not limit the authority of the Appointing Officer to determine if and when a vacant position will be filled.

14.0.2 The District and the Union acknowledge that there has been and may continued to be a reduction in the District work force primarily as a result of reduced revenue and inflation. In some cases this reduction has resulted in a reduction of the quality and quantity of services provided to the public.

14.0.3 The District will provide specifically requested information relating to staff levels and workloads in a given department upon written request to the Director of Human Resources.
14.0.4 The Board of Education, realizing staffing reductions could result in increased workload pressure upon the remaining employees, agrees to attempt to equitably distribute the workload among employees and any increased workload will be duly considered in performance evaluations.

14.0.5 The District acknowledges that employees may not be able to accomplish the additional work created by staffing reduction and increased workload in the same standard as their prior workload.

14.0.6 No member in the bargaining unit shall be requested to serve in place of certificated personnel.

14.0.7 Employees who are required to perform work-related duties beyond their normal workday shall be compensated in accordance with SSO regulations on overtime pay in effect on June 30, 1993. If possible, advance notice will be given to an employee required to work overtime or extra time. Volunteers for such assignments will normally be sought. Employees shall work overtime and extra time assignments, but may be excused from this obligation at the discretion of the District.

14.0.8 No employee shall be required to perform personal errands for other members of the staff.

14.0.9 Members of the bargaining unit will receive consideration in the filling of vacancies for the summer school program on the basis of program needs, affirmative action and seniority. All thing being equal, seniority will be the governing factor.

14.0.10 The District will institute a policy that conforms to Civil Service guidelines in effect on June 30, 1993 regarding the job requirements for performing clerical work. Said policy shall not apply to paraprofessionals performing the classroom-related clerical assistance for instruction personnel work directly with students.

14.0.11 In the event that regular, additional work hours are available at a job site, a bargaining unit member working four (4) hours per day, or less, shall receive, upon request, priority consideration for having an increase in his/her assigned hours.

14.1 Asbestos Department Reorganization

The District and the Union shall form a joint study committee to review the consultant recommendations regarding the possible reorganization of the District’s asbestos department.

14.2 Confidential Employee Work Assignments

The District shall notify the Union on or before October 1st of each year as to what unit classifications and number of employees are with “confidential” status as of that date. Thereafter, the District shall notify the Union thirty (30) days prior to any additional designation of unit classification as “confidential.” Upon request, the District will meet and confer with the Union.

15.0 Substitutes and As Needed Employees

15.1 The District will maintain a current “as needed” employee list in order to provide a substitute pool for absent clerical and custodial employees. These “as needed” employees would be in addition to those permanent employees who currently work as substitutes. The District will budget $20,000 a year with the express purpose of using these funds to maintain a substitute pool of 10 persons in the clerical division and 15 in the custodial division. These employees should not be utilized to fill permanent vacancies or long-term vacancies without replacements being added to said pool.

15.2 During the term of the new contract, the District and the Union shall establish a joint committee to investigate the issue related to the possible conversion of as-needed employees to temporary status.
15.3 The parties recognize the importance of this subject and shall make a good faith effort to resolve their differences on this matter, and to do so in an expeditious manner.

16.0 CLERICAL PROVISIONS

16.1 Job Description Review Committee

The District and the Union agree to continue a joint committee with three (3) representatives designated by the Union to review the salaries and job descriptions of school clerks.

16.2 Short Term Vacancy Assignments

For short term vacancies approved by the Appointing Officer a list of schools/offices will be developed from which clerks shall be assigned. Assignments will be made on a rotating basis by the Site Administrator/Supervisor and Classified Personnel. Efforts will also be made to provide sufficient advance notice in writing noting the duration of the assignment. Current work load requirements will be considered in establishing the duration so as to minimize disruption. Such short term assignments made outside of the criteria may be made for more than two (2) weeks only upon mutual agreement.

16.3 Elementary Assignment

16.3.1 Announce all existing vacancies approved by the Appointing Officer at the Elementary School Level in the WAD. Volunteers will be screened on the basis of existing workload requirements at present assignments and assigned on the basis of program needs, qualifications and seniority. This assignment will be for the remainder of the school term.

16.3.2 If sufficient volunteers are not available, assignment will be made utilizing clerks in middle and secondary schools and support/administrative offices. School enrollment, existing staffing and workload requirements will be considered. Assignment will be made on the above-mentioned criteria and geographic considerations.

16.3.3 If the assignment is for a portion of the workday, adequate travel time and mileage allowance will be provided.

16.3.4 In making assignments, priority will be given in utilizing employees in the clerical class series. Assignment of employees in other classes will be considered on an individual basis. Provisions of Civil Service Rule 26 in effect on June 30, 1993 will apply in these cases.

16.3.5 Upon request, the responsible administrator will meet with the employees concerned to explore alternate methods of assignments. Disputes on assignments will be referred to the Human Resources Department for review and recommendation.

16.3.6 The District agrees to fill vacant Elementary School Secretary positions approved by the Appointing Officer on a permanent basis as quickly as practicable.

16.3.7 To the extent possible the above procedures will be followed in the assignment of other classifications covered in this Agreement with the exception of the Custodians, Children’s Center staff, Warehouse staff, and School Cafeteria workers.
16.3.8 The District agrees that work in these classifications shall not be performed on a regular basis by certificated or retiree contract personnel.

16.4 Video Display Terminals/Comfort Standards

A goal of the District is to provide working environments for unit members that are safe, healthy and avoid continuous exposure to video display terminals. Simply, the parties recognize the desirability for comfortable work standards/stations for employees. Therefore, the District and the Union shall form a joint committee or equal membership to review those work stations/standards which fall substantially short of these goals and make recommendations regarding possible remediation.

17.0 CUSTODIAL POSITIONS

17.1 Transfers

17.1.1 Whenever, in the judgment of the Director of Custodial Services, it is for the best interest of the service, a classified employee holding permanent appointment in a regular Civil Service position in one school may, upon his/her written request, be transferred to a position of the same Civil Service classification in another school.

17.1.2 In making a transfer under this procedure, all other things being equal, preference shall be given to the employee who has the longest service as a permanent employee of the School District.

17.1.3 The District agrees to post and accept bids twice a year on all vacant positions to be filled. A waiting period of two (2) weeks after such posting will be observed, during which time applicants may apply in writing to the Director of Custodial Services for vacancies.

17.1.4 The Principal or Appointing Officer shall be given an opportunity to interview candidates for vacancies. The transfer shall be made effective at the proper time unless disapproved for cause by both the principal and the Director of Custodial Services.

17.1.5 Such a transferee shall not be entitled to more than one transfer in any school year except under special permission of the Director of Custodial Services.

17.1.6 Any transfer necessitated for the good of the service shall be made based upon program needs, affirmative action and seniority. All things being equal, seniority will be the governing factor.

17.1.7 Any employee transferred for disciplinary reasons shall be entitled, at the employee’s request, to a conference with the Director of Custodial Services and Union representation.

17.2 Temporary Changes

Temporary changes in shift assignment will be made based upon program needs and seniority. All things being equal, changes shall be made in inverse order of seniority.

17.3 Reporting Time

The Union and the District agree that the reporting time for Custodians working in schools with three (3) or more custodians on both the day and swing shift shall, unless mutually agreeable to the Department and the employee, be the same during the Winter and Spring vacations as it is regularly.
17.4 Furniture Removal

The District and the Union shall form a joint committee of three representatives each. The Committee will consider the potential use of a portion of annual expenditures for contracted services for large scale moving of furniture and equipment in order to create a limited number of as-needed warehouse classification positions for the purpose of using unit members to perform said services in conjunction with the opening of a school year. The parties agree that the establishment of this Committee or implementation of its recommendations shall not impede the timely delivery of furniture/equipment for the start of the school year.

17.5 Asbestos Safety

The District will comply with the annual training requirements provided for in AHERA and will use the requirements provided by CMOSH in order to schedule regular hazardous substance screening for all custodians every four (4) years.

17.6 In-Year Vacations for Custodians

17.6.1 The District shall provide up to 30 in-year vacations per year, exclusive of the black out periods at the beginning and end of the student instructional calendar. “In-Year,” as used herein shall mean the period between on or about October 1st and on or about May 15th of any school year.

17.6.2 Custodians may submit a written request for an in-year vacation.

17.6.3 Provided that District efficiency is not adversely impacted, in-year vacation requests (as described herein) may be approved.

17.6.4 Approvals will be based on District seniority, as excepted as provided for below; ties in seniority will be broken by lot.

17.6.5 After an eligible custodian has received an in-year vacation, he/she shall drop to the bottom of the seniority list when future requests are being considered.

17.6.5.1 If more in-year vacations are requested that can be granted, as contemplated herein, preference will given to “most senior” custodians who have not previously been granted in-year vacation.

17.6.5.2 “Most Senior” as used herein, shall be calculated as follows:

17.6.5.2.1 All District custodians, other as as-needed, shall be ranked on the basis of District hire date.

17.6.5.2.2 Those custodians in the upper half of said ranking shall be considered “most senior.”

17.6.6 Notwithstanding any other provision contained herein, not more than one (1) eligible custodian at any job site may be on an in-year vacation at any given time.

17.6.7 Nothing contained herein shall be construed to eliminate custodial vacations during recesses.

17.7 Custodial Recycling and Other Duties

Custodians in the normal course of their duties will handle material already set aside for recycling; however, recycling programs at District sites shall not be the work/responsibility of the custodian(s).
17.8 Custodial Work – Supervision & Duties

When a custodian at any school site receives multiple or conflicting requests for services at the same time, the custodian may request direction on how to proceed from the site administrator or designee. If a site administrator or designee is not available, the custodian will request direction from the custodial supervisor.

17.8.1 Custodians will not be required to load or unload the personal items of any District employee. Custodians shall not be required to clean skylights or exterior windows. No custodian shall be required to work on any ladder over 12 feet.

17.9 Handbook

The policies stated in the custodial handbook shall not contradict an expressed term of this Agreement. The District will forward a copy of the handbook to the Union in advance for its reaction and input.

18.0 STUDENT NUTRITION SERVICES

18.1 Assignment

Any changes in hour or site assignment for Student Nutrition Service workers will be based on program needs, affirmative action, and seniority. All things being equal seniority will be the governing factor.

18.1.1 Seniority is defined by the date of certification to the classification for permanent Civil Service, and temporary limited-tenure employees. For permanent exempt, temporary exempt and non-Civil Service employees, their seniority is the date of appointment to the class at the site.

18.1.2 The District and the Union acknowledge that permanent Civil Service employees have greater seniority than employees with other types of appointment.

18.1.3 Bidding Process for Open Posting for Upcoming School Year – Student Nutrition

18.1.3.1 Should Student Nutrition Services (SNS) seek to fill any open position for an upcoming school year, the District agrees to provide all Permanent Student Nutrition Employees, a list of all open positions by May 31st of the current school year. Notice of the bidding process shall be simultaneously sent to Local 1021.

18.1.3.2 Any interested employee must respond with their top three (3) choices and return his/her response to SNS no later than June 20th. Local 1021 shall receive a list of all applicants and their assignment choice(s) no later than June 25th.

18.1.3.3 All other things being equal, assignments determined by this bidding process shall be based upon seniority.

18.1.3.4 SNS shall notify employees in writing by July 15th of worksite assignments determined by the bidding process, for the upcoming school year. Transfers will be based on operational needs and shall not be arbitrary.

18.1.4 Temporary Changes

Subject to the needs of SNS as determined by the Director of SNS, any temporary change in assignment shall be based on seniority, with the temporary change of assignment offered voluntarily first to the most senior. If there
are no volunteers, then the employee with least seniority will be assigned. Said assignment will be made in writing to the employee and the Union, and shall include the starting and ending date.

18.2 Transfer Request

In the event of a permanent vacancy approved by the Appointing Officer, such a vacancy will be posted for transfer requests at all the sites which have eligible employees. These employees may, within five (5) days of the posting of the vacancy, apply for such a position. All vacancies will be offered based on program needs, affirmative action, and seniority. All things being equal, seniority will be the governing factor.

18.3 Placement Closest to Home

Wherever administratively possible, and upon employee request, any employee working three (3) hour shifts on a regular basis will be placed in the area closest to his/her home.

18.4 Priority for Assignment during Periods of Limited Opportunity

Priority for assignment during periods of limited opportunity will be based on program needs, affirmative action, and seniority. All thing being equal, seniority will be the governing factor.

18.5 Filling Temporary Vacancies

In cases where a Civil Service list is not used, temporary vacancies will be offered to permanent exempt employees based upon affirmative action, program needs and seniority. All things being equal, such openings will be offered first to permanent exempts. Permanent exempt employees may accept temporary appointments with longer hours if they are willing to resign from their exempt positions. Upon the request of a former permanent exempt employee who resigned to accept a temporary position, the Student Nutrition Services Department will make every effort to reappoint such an employee to a suitable permanent exempt vacancy.

18.6 Access to Phones

Employees in all work locations shall be provided reasonable access to telephones for the conduct of District business and for use in the event of emergencies. Such usage shall not interfere with the transaction of Departmental business.

18.7 Opportunities for Additional Hours

Any opportunities for additional hours at a given job site shall be allotted to Student Nutrition Service workers based on program needs, affirmative action, seniority, and fringe benefits qualifications. All things being equal, seniority will be the governing factor.

18.8 Uniform Provisions

The District shall renew its plan to provide attractive and functional uniforms for food service workers. The Union shall be invited to appoint representatives to serve on the committee that will make final recommendations regarding uniform designs, fabrics and colors.

18.8.1 There shall be no restrictions on wearing of uniforms to and from work and in between different job assignments, provided departmental cleanliness standards are followed.
19.0 CHILD DEVELOPMENT PROGRAM PROVISIONS

19.1 Filling of Vacancies

Any vacancies for 2672 – Assistant Houseparent or 2674 – Houseparent will be posted at 20 Cook Street and at every center. Civil Service permanent employees shall have the opportunity to transfer into vacant positions based on program needs, seniority and affirmative action. All thing being equal, seniority shall be the basis of such transfer.

19.1.1 In the absence of a Civil Service list, any as-needed employee shall be offered any vacant regular assignment based on program needs, seniority and affirmative action. All things being equal, seniority shall be the basis for such assignment. This shall follow permanent employees being offered the opportunity to transfer. Any employee who cannot be contacted for a period of five (5) working days shall be considered to have waived the position.

19.1.2 In the absence of a Civil Service list, temporary openings shall be filled on the basis of seniority, affirmative action and program needs. All things being equal, seniority shall be the basis for substitute assignments.

19.2 Child Care Study Committee

The District shall participate in a Child Care Study Committee. In addition to any instructional or management representation of said committee, a bargaining unit member selected by the Union shall be appointed to this committee. Such bargaining unit member shall be afforded release time to serve on such committee.

19.3 Assistant Houseparent

The District and the Union agree to form a Joint Committee of three (3) representative designated by the Union to review the 2672 Assistant Houseparent classification’s role in the Child Development Department. The Committee shall meet within ninety (90) days of ratification of the agreement.

20.0 LIBRARY TECHNICAL ASSISTANTS

20.1 General Provisions

20.1.1 The District shall not distribute the duties currently performed by Library Technical Assistants to any other members of the bargaining unit without meeting and conferring with the Union. Meeting and conferring shall, upon notice from the District of its intent to distribute the duties of Library Technical Assistants to other members of the bargaining unit and the Union’s request to meet and confer, consist of discussions in which the District and the Union exchange information regarding the impact on bargaining unit members and endeavor to reach agreement on the distribution of duties currently assigned to Library Technical Assistants. If unable to reach agreement, the District may proceed with the action.

20.1.2 Library Technical Assistants shall not be assigned to perform work outside of the scope of their Job Descriptions.

20.1.3 The Library Technicians shall be evaluated annually.

20.1.4 Library Technicians shall be eligible to attend pertinent classes, workshops and presentations of the District master calendar.
20.1.5 Library Technicians vacancies shall be normally posted for 5 days and circulated in the W.A.D.

21.0 UNIFORMS

21.1 Asbestos Workers, Warehouse Workers, and Window Washers

The District shall allocate up to $15,000 per year for the purpose of providing warehouse workers, asbestos workers, and window washers with uniforms and a pair of safety shoes. Said uniforms and shoes may not be worn or used for any other purpose other than performing assigned District duties. The District reserves the right to determine whether or not said uniforms shall be supplied on a rental basis.

21.2 Document Publishing and Distribution Center

The District shall provide uniforms and safety shoes for the two (2) unit members working with duplications/reproduction equipment. Said provisions for the Document Publishing and Distribution Center shall be consistent with the current District practices for warehouse workers.

21.3 Uniforms and Shoes/Safety Shoes

The District shall allocate $30,000 per year for the purpose of providing custodians with uniforms and shoes. This money will be made available immediately upon ratification of this agreement. Within 30 days of ratification, the Union and the District shall meet and agree on the type and style of the uniforms for custodians. Any unused allowances from the warehouse workers, asbestos workers, and window washers will be added to this amount.

Within 60 days of ratification, the Union and the District shall meet and agree on the type and style of the uniforms for student nutrition workers, houseparents, and assistant houseparents. In consideration are shirts, pants, and boots. This meeting will also include the custodians for the purpose of allocation of Homeland Security funds, if such allocations are deemed to be an allowable expense.

22.0 NO STRIKE/NO LOCK-OUT

In conjunction with the terms and conditions provided for in this Agreement, the Union agrees that it will not instigate, participate in, condone or support any work stoppages by bargaining unit members or other District employees. The District further agrees that it shall not lockout any unit member during the term of this Agreement.

23.0 GRIEVANCE PROCEDURES

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.

23.1 The Union and the District agree that everyone concerned will benefit when prompt and confidential resolution of grievance is encouraged. Therefore, the following procedure to accomplish this purpose is hereby established.
23.1.1 A grievance shall be a claimed violation, misinterpretation, or inequitable application of the terms and conditions of this agreement.

23.1.2 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.

23.1.3 If a grievance hearing, at any step, is held on school time, the grievant(s) and the Union representatives shall be released with pay.

23.1.4 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.

23.2 Grievance Procedure Steps

23.2.1 Informal Step

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

23.2.2 Step One

23.2.2.1 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 all succeeding steps of this grievance procedure.

23.2.2.2 If the grievant desires to pursue this grievance beyond the Informal Step, the grievant shall, within twenty-two (22) working days after the act, occurrence, event or circumstances alleged to constitute a grievance submit a Letter of Grievance, Step One, to the site supervisor and the Labor Relations Office.

23.2.2.3 The Letter of Grievance – Step One, shall contain:

   a. the date of the informal discussion;
   b. the date of the submission of the Letter of Grievance to the site supervisor;
   c. the specific provision(s) granting the condition of employment that the grievant alleges the District has violated;
   d. a full and complete explanation of the circumstances of the grievance; and
   e. the remedy sought by the grievant.

23.2.2.4 The site supervisor shall, within fifteen (15) working days of the receipt of the Letter of Grievance, investigate the grievance and submit a decision to the grievant, the Labor Relations Office and the Union.

23.2.2.5 The decision shall be in writing, and shall contain:

   a. the date of receipt of the Letter of Grievance;
b. the date of the submission of the decision to the grievant;

c. the decision of the site supervisor, with supporting reasons therefore; and

d. 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.

23.2.3 Step Two

23.2.3.1 If the grievant is dissatisfied with the decision at Step One the grievant may, within fifteen (15) working days of receipt of the decision, file a written appeal to the Labor Relations Office.

23.2.3.2 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.

23.2.3.3 The Labor Relations Office shall within fifteen (15) working days of the receipt of the appeal, investigate the grievance, including affording the grievant and/or the Union an opportunity to be heard, and submit a decision to the grievant and the Union.

23.2.3.4 The decision shall be in writing, and shall contain:

a. the date of receipt of the appeal;

b. the date of decision to grievant; and

c. the decision of the Labor Relations Office with the supporting reasons therefore.

23.2.4 Step Three

23.2.4.1 Within fifteen (15) working days of receipt of the decision at Step II, a written request shall be submitted to the Labor Relations Office that the grievance be heard and resolved by an arbitrator.

23.2.4.2 The arbitrator shall be selected by mutual agreement between the grievant, or his/her representative, and the Labor Relations Representative. If the grievant, or his/her representative, and the Labor Relations Representative are unable to agree on the selection of an arbitrator the Union shall request the California State Mediation and Conciliation Service (CSMCS) to submit a list seven (7) arbitrators who have had considerable experience as an arbitrator in public employment disputes. The grievant, or his/her representative, and the Labor Relations Representative shall the alternately delete names from such list until only one (1) name remains; and that person shall serve as the arbitrator. Whether the Union/grievant or the Labor Relations Representative deletes the first name, shall be determined by lot.

23.2.4.3 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 facts submitted by the parties.

23.2.4.4 It shall be the duty of the arbitrator to hold said arbitration within fifteen (15) days of written acceptance of appointment as the arbitrator.

23.2.4.5 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.

23.2.4.6 The decision of the arbitrator shall be final and binding upon the parties.
23.2.4.7 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.

23.2.4.8 Each party (employee, group of employees, or Union and the Superintendent’s designee) to 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 who shall pay the fees and expenses of the arbitrator, and a reporter, if any, shall be determined on a proportional basis by the arbitrator. The arbitrator’s compensation and expenses shall be born equally by the worker or the Union and the District.

23.2.5 The Effect of Failure of Timely Action

Failure of the grievant to submit an appeal within the required time limit at any step shall constitute an abandonment of the grievance. Failure of the District to respond within the time limit in any step shall permit a lodging of an appeal at the next step of this procedure within the time allotted had the decision been given.

The District and the Union agree that the Shop Stewards and union officers shall attempt to resolve grievances at the lowest possible step and that the Shop Stewards, union officers and District management relationship should be positive. To this end, the District agrees to provide the Local 1021 Stewards Council two (2) hours per month to review grievances and participate in Labor-Management training sessions on personnel procedures and contract interpretation. This time shall not be paid by the District.

24.0 FULL AGREEMENT

24.1 This is a full agreement on all matters within the scope of representation for the duration of this Agreement. The parties without qualification 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 arises during the term of this Agreement, the Union shall be provided advance notice and an opportunity to meet and confer and seek to reach an agreement.

24.2 Notwithstanding any other provisions of this Article of Agreement, the District and the Union agree that if Local 1021 and the City subsequently renegotiate an economic component of this current MOU, said component will not automatically apply to SFUSD. However, said component in the City-Union MOU will result in an automatic reopener of negotiations between the Union and the District on that issue.

25.0 TERM OF AGREEMENT

The term of agreement shall be July 1, 2010 through June 30, 2013. The parties therefore agree this a closed agreement during which time there shall be no contract negotiations.

26.0 SAVINGS CLAUSE

Should any provision(s) of this Agreement be declared invalid by a court of competent jurisdiction, all other provisions of this MOU 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.
27.0 FRINGE BENEFITS

27.1 Long Term Disability Coverage

The District shall 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.

27.2 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.

27.3 Group Dental

The District shall provide unit members working twenty (20) hours or more per week with Delta Dental Care Program, #652.

The District shall provide increased general dental coverage in the amount of $2000 for those who select the Delta Dental preferred dentist option. Those who do not select the Delta Dental preferred dentist option shall continue to receive $1500 in coverage. The District shall also increase orthodontia to $750 lifetime for each bargaining unit member and covered dependents as soon as administratively available.

27.4 Retiree Dental

The District will allow retired employees to purchase dental coverage at the group COBRA rate for 18 months and thereafter at the extended coverage for the plan. The coverage will be the same coverage provided to current employees.

27.5 Temporary Provisions

For temporary employees hired prior to December 1 of any school year, the subsequent winter and spring recess will not be represented a break in continuous services.

27.5.1 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.

27.6 Health Care Committee

The District and the Union agree to participate in a District-wide committee to investigate various available options of providing comparable benefits now enjoyed by San Francisco Unified School District employees, but at a reduced cost.

27.7 Worker’s Compensation

The provision on Workers Compensation shall be incorporated into the new contract but shall not apply to part time bargaining unit members with an annual salary of less than $20,000.
27.7.1 Worker’s 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 normal salary. There shall be no accelerated replacement of sick leave benefits that may have been used for this purpose.

27.7.2 The District and the Union shall form a joint committee of equal representation to explore issues related to Worker’s Compensation benefits and light duty assignments. The committee shall report its recommendations, if any, prior to the start of negotiations for 2001-02. Said joint committee meetings shall occur during normal working hours.

27.8 District Paid Fringe Benefits While on Unpaid Leave

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.

27.9 State Disability

Employees on State Disability may choose to have their sick leave benefits integrated with their disability payment by informing the Benefits Office.

27.9.1 Said provision shall be promulgated each semester in the Weekly Administrative Directive (WAD).

28.0 RESTRUCTURING

28.1 Restructuring at school sites will take place in accordance with Article XXI in the teachers’ contract between the United Educators of San Francisco and the District.

28.2 In accordance with the guidelines of restructuring, participation in the process will be open to all with responsibility for student outcomes, including classified staff and Local 1021 representatives.

28.3 Upon the concurrence of UESF, Local 1021 may apply for membership on the Restructuring Council, the District-wide body providing leadership for restructuring efforts.

28.4 If not otherwise provided, the Superintendent shall authorize Local 1021 representatives on the Restructuring Council, pursuant to Section 1.3.1.3 of the UESF-SFUSD Collective Bargaining Agreement of 1992-95.

29.0 EMPLOYEE PROTECTION

29.1 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 ever precaution to ensure the safety of the employee while on District property.
29.2 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. Bargaining unit members shall not be required to participate in work activities under conditions which may physically endanger their personal safety or well being.

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

29.4 The District and the Union shall establish a Union-Management Safety Committee designed to investigate ways to minimize job-related injuries/illnesses, including such issues related to computer use.

30.0 PARENT CONFERENCES

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

31.0 PROBATIONARY PERIODS

31.1 All permanent appointees shall serve a six month probationary period, except as provided below:

a. Employees who move from a part-time to a full-time position within a classification shall be subject to a three (3) month probationary period in the full-time position;

b. Employees who move to a new department in the same class or former class will serve a three (3) month probationary period;

31.1.1 An employee who is appointed to a permanent position shall have his or her probationary period reduced by the time served by that employee in the same classification in the same department, but all such probationary periods shall be at least three (3) months.

31.1.2 When an employee is reinstated to a permanent position in a former class in a department other than the department in which the probationary period had been completed (in the former class) the employee shall serve three (3) months probationary time.

31.1.3 A six (6) month probation will be required following promotion to a higher classification.

31.1.4 When an employee's position changes by permanent transfer to the same class in another department, by disability transfer, reduction in force due to technical advances, automation or the installation of new equipment, the employee shall serve three (3) months probation time.

31.1.5 When an employee is returned as permanent following layoff, involuntary leave or resignation to a class or department other than the one left, the employee shall serve three (3) months probationary time.

31.1.6 A current regularly scheduled provisional employee who receives a permanent appointment in his or her class in another department shall have his or her probationary period reduced by the time served by that employee in the same classification, but all such probationary periods shall be at least three (3) months.

31.1.7 A probationary period may be extended by mutual agreement, in writing, between the Union and the District.
31.1.8 An employee who is granted a leave while serving a probationary period shall have such probationary period extended by the period of such leave in order to complete the required period of service. Disability leave shall extend the probationary period in all cases.

32.0 FURLOUGH

32.1 2010-2011: There shall be four furlough (unpaid non-work days) for all unit members on the following dates:

(1) November 1, 2010
(2) February 4, 2011
(3) March 25, 2011
(4) April 25, 2011

32.2 2011-2012: There shall be four furlough (unpaid non-work days) for all unit members on following dates:

(1) February 17, 2012
(2) March 16, 2012
(3) April 6, 2012
(4) May 29, 2012

32.3 Neither party waives its position regarding whether Civil Service Commission Rule 120.30.1(4) permits the District to impose furloughs without bargaining. SEIU asserts it does not; the District asserts it does.

33.0 LAYOFFS

Layoffs shall be accordance with Civil Service Rule 121. Nothing herein shall restrict or waive the Union’s right to meet and confer with the Civil Service Commission on any proposed changes or notifications in the layoff rules and procedures.

33.1 Reason of Layoff

Layoff shall occur for lack of work or lack of funds.

33.2 Notice of Layoff

Any layoffs of permanent employees shall take place upon thirty (30) days written notice. While temporary employees will normally receive a thirty (30) day notice, in situations of financial urgency, no advance notice of layoff to said employees shall be required. Any notice of layoff shall specify the reason for layoff, the identity by name and classification of the employee designated for layoff and information on his/her displacement rights, if any, and reemployment rights. Prior to layoff notices being issued, the District shall provide the Union with seniority lists of classifications to be affected, including a list of bumping rights of employees subject to layoff. If the Union wishes to contest said lists, it shall be done within two weeks by a written appeal plus supporting data to the Superintendent of Schools. The Superintendent shall render a decision within two weeks after receipt of the Union appeal.
33.3 Notification of Reemployment

Notice of Reemployment after layoff shall be in accordance with Civil Service Rule 112.

34.0 DISCIPLINE AND DISMISSAL OF PERMANENT UNIT MEMBERS

Discipline and dismissal of permanent unit members shall take place in accordance with the appropriate provisions of the Education Code. Unit members may be disciplined for the following causes:

1. 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.
2. 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.
3. Immoral or unprofessional conduct.
4. Dishonesty.
5. Conviction of a felony or of any crime involving moral turpitude.
6. Alcoholism or other drug abuse.
7. Evident unfitness for service with children.
8. Physical or mental incapacity to perform adequately on the job.

34.1 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, orders and penalties should be applied fairly and equitably.

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

34.1.1 Progressive discipline shall be utilized except for conduct which is of such of nature that progressive discipline normally would not result in corrective conduct or the conduct is so egregious that immediate action is warranted.

34.1.1.1 The elements of progressive discipline shall be administered in a timely manner.

34.1.2 Initially the immediate supervisor shall discuss the unit member’s acts or omissions prior to issuing a verbal reprimand.

34.1.3 If a verbal reprimand does not result in corrective conduct, a written reprimand may be issued.

34.1.4 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.
34.1.5 Normally, any initial suspension of a unit member pending a disciplinary hearing shall be with pay.

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

34.1.7 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.

34.1.8 Within three (3) workdays, the District shall hold an informal hearing as described in Section 34.2.1 and serve on the employee a written notice of discipline and notice of right to a formal hearing in accordance with this Article.

34.1.9 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.

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

34.2 Disciplinary Procedure

34.2.1 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 given an opportunity to respond. The employee may be represented at the hearing by a representative of his/her choice.

34.2.2 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.

34.2.3 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.

34.2.4 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.

34.2.5 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.

34.2.6 The employee may, upon request, have copies of materials upon which the charges are based.
34.2.7 Right to a Hearing

The Unit member may request a hearing in writing either by mail or personal delivery within five (5) workdays 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) workdays, the disciplinary action shall be effective without a hearing on the date set forth in the written notice.

34.2.8 If, after requesting a hearing, the employee fails to appear for the hearing, the disciplinary action shall be effective without a hearing on the date set forth in the written notice.

34.3 Hearing

A hearing shall be held before the Superintendent or his/her designee.

34.3.1 A hearing shall be held before the Superintendent or his/her designee.

34.3.2 The employee may be represented at the hearing by a representative of his/her choice.

34.3.3 The Superintendent or designee shall render a written decision within ten (10) workdays.

34.3.4 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.

34.4 Arbitration

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

34.4.1 The Union and the District agree to meet for the purpose of mutually selecting a panel of arbitrators. Until the panel is established, CSMCS’s rules regarding arbitrator selection will apply.

34.4.2 Technical rules of evidence shall not apply at the arbitration.

34.4.3 The cost of the arbitration and the reporter, if any, shall be borne equally by the District and the Union.

34.4.4 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.

34.4.4.1 For discipline issued after ratification of this CBA, binding arbitration for suspension; advisory arbitration for termination – the Board of Education may accept or reject findings of arbitrator. The parties will meet within 30 days to discuss establishing an expedited arbitration process for suspensions.

34.4.4.2 If an advisory arbitration decision on a dismissal is rejected upon review by the District’s Board, the District will pay the arbitrator’s fee and costs incurred by the Union.

34.5 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.
35.0 INSURABILITY

35.1 Condition of Employment and Continued Employment

Eligibility under the District’s Standard policy for insurability at the time of employment and for continued eligibility while employed. An applicant or unit member shall not be eligible for the District’s Standard policy for insurability in the following circumstances:

a. Three (3) or more accidents in the last three (3) years in which the applicant/unit member has been at fault or cited by a law enforcement agency, or

b. One (1) or more type A violations in the last three (3) years; Type A violations are defined as follows:
   1. Driving under the influence of alcohol or drugs (whether or not they are prescriptions)
   2. Negligent homicide arising out of a use of a vehicle (commonly known as vehicular manslaughter)
   3. Operating motor vehicle during period of license suspension or revocation
   4. Operating motor vehicle for the commission of felony
   5. Aggravated assault with a motor vehicle
   6. Operating motor vehicle without owners authority (grand theft auto)
   7. Permitting unlicensed person to drive
   8. Reckless driving
   9. Speed contest (Exhibition of Speed)
   10. Hit and run – either bodily injury or property damage

c. Any combination of four (4) or more of the following during the past three (3) years
   1. At-fault/cited accidents while operating a motor vehicle
   2. Type B (moving violations)

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

35.2 Discipline/discharge due to ineligibility

a. As long as the efficiency of District operation in 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 Article 35.2.1 below.

b. As long as the efficiency of District operation is not impaired, a permanent unit member who becomes ineligible for the District’s standard vehicle coverage (as defined herein) shall be transferred to an available assignment in his/her classification which does not require operation of a vehicle. In the
absence of said available position, the unit member shall be subject to separation from District service, as provided for in Article 35.2.1 below.

c. A permanent unit member who has his/her license revoked by California Department of Motor Vehicles shall be subject to separation of from District service, as provided for in Article 35.2.1 below.

35.2.1 Special Employment Status

a. However, prior to any dismissal action contemplated in 35.2a, 35.2b and 35.2c above, the employee shall be placed in a special employment status for at least thirty (30) working days during which he/she shall be required to make his/her own transportation arrangement in order to properly fulfill District duties.

b. If said thirty (30) workday period results in satisfactory and efficiency service to the District, the possibility of dismissal action shall be deferred until such time, if any, that satisfactory and efficient service by the unit member in the special employment status is no longer being rendered.

c. If said service becomes unsatisfactory or inefficient, the unit member shall be given written notice thereof and a ten (10) workday period in which to make the desired improvement.

d. If the service is corrected, the deferral process described in Article 35.2.1a above shall be reinstated and the special employment status process described herein shall continue.

e. Failure to make the desired improvement within said period shall result in the District placing the permanent unit member on an unpaid leave of absence for up to 36 months.

1. During said 36 month period, if the permanent unit member on unpaid leave presents verification to the District that his/her vehicle operator’s license has been reinstated by the California Department of Motor Vehicles or that he/she has become eligible for the District’s standard vehicle insurance coverage, the unit member shall be reinstated to the first vacant position in his/her classification; or re-employed by the District in place of any of its temporary or as needed employees in said class. Upon completion of said 36 month period, if the unit member has been reinstated or re-employed, as provided for herein, he/she shall be dismissed from District service.

36.0 CHARTER SCHOOL NOTIFICATION REQUIREMENTS

Current charter schools: By June 1st of each year, the District will provide the Union with a list of all charter schools currently authorized by the Board of Education to operate as charter schools within the District. This list will specify the charter expiration date.

No later than three months before the charter expiration date, the District will notify the Union if a charter school must apply for a charter renewal.

New charter schools: With respect to charter proposals submitted to the District after the effective date of the contract, the District will notify the Union of the petition within one week of the submission with the name of the entity and the type of charter authorization the entity seeks.

37.0 COMMUTER BENEFIT PROGRAM

The District shall make available to bargaining unit members participation in the District’s commuter check program.
38.0 DISBURSEMENT OF SF QUALITY TEACHER AND EDUCATION ACT REVENUES

This Agreement between the Service Employees International Union, Local 1021 and the San Francisco Unified School District shall not interfere or change the terms of the side letter agreement made between the Service Employees International Union, Local 1021 and the San Francisco Unified School District on March 6, 2008 entitled “Disbursement of SF Quality Teacher and Education Act Revenues”. Furthermore, this side letter shall not be subject to reopener negotiations.
APPENDIX A – EDUCATIONAL EMPLOYMENT RELATIONS ACT
(For Information Purposes Only)

Excerpts from the Educational Employment Relations Act governing Classified Employees working in the San Francisco Unified School District

Article 1 – General Provisions

Section 3540. Purpose of Chapter

It is the purpose of this chapter to promote the improvement of personnel management and employer-employee relations within the public school systems in the State of California by providing a uniform basis for recognizing the right of public school employees to join organizations of their own choice, to be represented by the organizations in their professional and employment relationships with public schools employers, to select one employee organization as the exclusive representative of the employees in an appropriate unit, and to afford certificated employees a voice in the formulation of educational policy. This chapter shall not supersede other provisions of the Education Code and the rules and regulations of public school employer which establish and regulate tenure and a merit or Civil Service system or which provide for other methods of administering employer-employee relations, so long as the rules and regulations or other methods of the public school employer do not conflict with lawful collective agreements.

It is the further intention of the Legislature that this chapter shall not restrict, limit or prohibit the full exercise of the functions of any academic senate or faculty council established by a school district in a community college to represent the faculty in making recommendations to the administration and governing board of the school district with respect to district policies on academic and professional matters, so long as the exercise of the functions does not conflict with lawful collective agreements.

It is the further intention of the Legislature that any legislation enacted by the Legislature governing employer-employee relations of other public employees shall be incorporated into this chapter to the extent possible. The Legislature also finds and declares that it is an advantageous and desirable state policy to expand the jurisdiction of the board created pursuant to this chapter to cover other public employers and their employees, in the event that this legislation is enacted, and if this policy is carried out, the name of the Educational Employment Relations Board shall be changed to the “Public Employment Relations Board.”

Section 3540.1 Definition

As used in this chapter:

(a) “Board” means the Public Employment Relation Board created pursuant to Section 3541.

(b) “Certificated organization” or “certificated employee organization” means an organization which has been certified by the board as the exclusive representative of the public school employees in an appropriate unit after a proceeding under Article 5 (commencing with Section 3544).

(c) “Confidential employee” means any employee who, in the regular course of his/her duties, has access to, or possesses information relating to, his or her employer’s employer-employee relations.

(d) “Employee organization” means any organization which includes employees of a public school employer and which has as one of its primary purposes representing those employees in their relations with that public school employer. “Employee organization” shall also include any person such an organization authorizes to act on its behalf.
(e) “Exchange representative” means the employee organization recognized or certified as the exclusive negotiating representative of certificated or classified employees in an appropriate unit of a public school employer.

(f) “Impasse” means that the parties to a dispute over matters within the scope of representation have reached a point in meeting and negotiating at which their differences in positions are so substantial or prolonged that future meetings would be futile.

(g) “Management employee” means any employee in a position having significant responsibilities for formulating district policies or administering district programs. Management positions shall be designated by the public school employer subject to review by the Public Employment Relations Board.

(h) “Meeting and negotiating” means meeting, conferring, negotiating, and discussing by the exclusive representative and the public school employer in a good faith effort to reach agreement on matters within the scope of representation and the execution, if requested by either party of a written document incorporating any agreements reached, which documents shall, when accepted by the exclusive representative and the public school employer, become binding upon both parties and, notwithstanding Section 3543.7 shall not be subject to subdivision 2, of Section 1667 of the Civil Code. The agreement may be for a period of not to exceed three (3) years.

(i) “Organizational security” means either of the following:

1. An arrangement pursuant to which a public school employee may decide whether or not to join an employee organization, but which requires him or her, as a condition of continued employment, if he or she does join, to maintain his or her membership in good standing for the duration of the written agreement. However, no such arrangement shall deprive the employee of the right to terminate his or her obligation to the employee organization within a period of thirty (30) days following the expiration of a written agreement.

2. An arrangement that requires an employee, as a condition of continued employment either to join the recognized or certified employee organization, or to pay the organization a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the organization for the duration of the agreement, or a period of three (3) years from the effective date of the agreement, whichever comes first.

(j) “Public School employee” or “employee” means any person employed by any public school employer except persons elected by popular vote, persons appointed by the Governor of this state, management employees, and confidential employees.

(k) “Public school employer” or “employer” means the governing board.

(l) “Recognized organization” or “recognized employee organization” means an employee organization which has been recognized by an employer as the exclusive representative pursuant to Article 5 (commencing with Section 3544).

(m) “Supervisory employee” means any employee, regardless of job description, having authority in the interest of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to and direct them, or to adjust their grievance, or effectively recommend such action, if, in connection with the foregoing functions, the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment.
Article 4 – Rights, Obligations, Prohibitions, and Unfair Practices

Section 3543. Rights of Employees

Public school employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation of all matters of employer-employee relations. Public school employees shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the public school employer, except that once the employees in an appropriate unit have selected an exclusive representative and it has been recognized pursuant to Section 3544.1 or certified pursuant to Section 3544.7, no employee in that unit may meet and negotiate with the public school employer.

Any employee may at any time present grievances to his employer, and have such grievances adjusted, without the intervention of the exclusive representative, as long as the adjustment is reached prior to arbitration pursuant to Section 3548.5, 3548.6, 3548.7 and 3548.8 and the adjustment is not inconsistent with the terms of a written agreement then in effect; provided that the public school employer shall not agree to a resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

Section 3543.1. Rights of employee organizations

(a) Employee organizations shall have the right to represent their members in their employment relations with public school employers, except that once an employee organization is recognized or certified as the exclusive representative of an appropriate unit pursuant to Section 3544.1 or 3544.7, respectively, only that employee organization may represent that unit in their employment relations with the public school employer. Employee organizations may establish reasonable restrictions regarding who may join and may make reasonable provisions for the dismissal of individuals from membership.

(b) Employee organizations shall have the right of access at reasonable times to areas in which employees’ work, the right to use institutional bulletin boards, mailboxes, and other means of communication, subject to reasonable regulation, and the right to use institutional facilities at reasonable times for the purpose of meetings concerned with the exercise of the rights guaranteed by this chapter.

(c) A reasonable number of representatives of an exclusive representative shall have the right to receive reasonable periods of release time without loss of compensation when meeting and negotiating and for the processing of grievances.

(d) All employee organizations shall have the right to have membership dues deducted pursuant to Section 13532 and 13604.2 of the Education Code, until such time as an employee organization is recognized as the exclusive representative for any of the employees in an appropriate unit, and then such deduction as to any employee in the negotiating unit shall not be permissible except to the exclusive representative.

Section 3543.2. Scope of representation

(a) The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms, and conditions of employment. Terms and condition of employment mean health and welfare benefits as defined by Section 53200, leave, transfer and reassignment policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security pursuant to Section 3546, procedures for processing grievances pursuant to Section 3548.5, 3548.6, 3548.7 and 3548.8, and the layoff of probationary certificated school district employees, pursuant to Section 44959.5 of the Education Code, and alternative compensation or benefits for employees adversely affected by pension limitations pursuant to Section 22515 of the Education Code to the extent deemed reasonable and without violating the intent and purposes of Section 415 of the Internal Revenue Code. In addition, the exclusive
representative of certificated personnel has the right to consult on the definition of educational objectives, the
determination of the content of courses and curriculum, and the selection of textbooks to the extent such
matters are within the discretion of the public school employer under the law. All matters not specifically
enumerated are reserved to the public school employer and may not be a subject of meeting and negotiating,
provided that nothing herein may be construed to limit the right of the public school employer to consult with
any employees or employee organization on any matter outside the scope of representation.

(b) Notwithstanding Section 44944 of the Education Code, the public school employer and the exclusive
representative shall, upon request of either party, meet and negotiate regarding cause and procedures for
disciplinary action, other than dismissal, including a suspension of pay for up to fifteen (15) days, affecting
certificated employees. If the public school employer and the exclusive representative do not reach mutual
agreement, then the provisions of Section 44944 of the Education Code shall apply.

(c) Notwithstanding Section 44955 of the Education Code, the public school employer and the exclusive
representative shall, upon request of either party, meet and negotiate regarding procedures and criteria for
layoff of certificated employees for lack of funds if the public school employer and the exclusive representative
do not reach mutual agreement, then the provisions of Section 44955 of the Education Code shall apply.

(d) Notwithstanding Section 45028 of the Education Code, the public school employer and the exclusive
representative shall, upon request of either party, meet and negotiate regarding the payment of additional
compensation based upon criteria other than years of training and years of experience. If the public school
employer and the exclusive representative do not reach mutual agreement, then the provisions of Section 45028
of the Education Code shall apply.

Section 3543.5. Public School employer: Discrimination; Applicant for employment or reemployment. It shall
be unlawful for a public school employer to do any of the following:

(a) Impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate
against employees, or otherwise to interfere with restrain, or coerce employees because of their exercise of
rights guaranteed by this chapter. For purposes of this subdivision, “employee” includes an applicant for
employment or reemployment.

(b) Deny the employee organization rights guaranteed to them by this chapter.

(c) Refuse or fail to meet and negotiate in good faith with an exclusive representative.

(d) Dominate or interfere with the formation or administration of any employee organization, or contribute
financial or other support to it. Or in any way encourage employees to join any organization in preference to
another.

(e) Refuse to participate in good faith in the impasse procedure set forth in Article 9 (commencing with
Section 3548).

Section 3543.6. Unlawful practices by employee organizations

It shall be unlawful for an employee organization to:

(a) Cause or attempt to cause a public school employer to violate Section 3543.5.

(b) Impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against
employees, or otherwise to interfere with restrain, or coerce employees because of their exercise of rights
guaranteed by this chapter.
(c) Refuse or fail to meet and negotiate in good faith with a public school employer to any of the employees of which it is the exclusive representative.

(d) Refuse to participate in good faith in the impasse procedure set forth in Article 9 (commencing with Section 3548).

Section 3544.9 Duty of fair representation

The employee organization recognized or certified as the exclusive representative for the purpose of meeting and negotiating shall fairly represent each and every employee in the appropriate unit.
APPENDIX B – HEALTH INSURANCE COVERAGE, HOLIDAYS, VACATION AND LEAVES

HEALTH INSURANCE COVERAGE – B.1.a.

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 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
- Blue Shield

Effective on or about the start of the second semester of the 2000-01 school year, permanent exempt unit members working less than four (4) hours per day/twenty (20) hours per week, shall be entitled to one of the following medical insurance options, as determined by the District.

- A District premium contribution equivalent to 75% of the employee-only Kaiser premium for those who enroll in an HSS medical insurance plan and who agree to pay the remaining 25% of the premium, or
- Coverage under an option offered by the City as a result of an Ordinance it may enact requiring agencies receiving City funds to either provide employees with some type of medical insurance coverage or participate in one of the coverage options contained in said Ordinance.

The District shall provide 100% employee only Kaiser premium coverage for permanent exempt workers in the Student Nutrition Program.

For the 2010-2011, 2011-2012 and 2012-2013 school years, the District agrees to continue to pay the increased costs of the employer portion of the medical benefits.

B.1.b – DENTAL

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.

B.1.c – Holidays

Holidays observed by the San Francisco Unified School District by miscellaneous employees are those established by the Board of Education:

- Independence Day
- Labor Day
- Columbus/Indigenous People’s Day (or substitution therefore)
Veterans’ Day

Thanksgiving Day

Thanksgiving Recess (substitution for Admission Day)

Christmas Holiday

New Year’s Holiday

Martin Luther King, Jr’s Observance

President’s Day

Memorial Day

Floating Holidays (3); for 2000-01, a fourth floating holiday shall be granted on Lunar New Year

A. Employees shall have the right to flexibly schedule two floating holiday.

All floating holidays must be designated by unit member prior to the end of unit member’s work year and must be taken prior to June 30.

B. An employee may request of his/her immediate supervisor the scheduling of other floating holidays. While each request will be considered on an individual basis, these requests from school-term employees will not normally be approved for days on which students are in attendance.

C. Effective 2000-01, regular employees of the District who are not normally assigned to duty during the Winter Recess period shall be paid for the December 25 and/or January 1 Holidays provided they were in paid status the day before or the day after said recess.

B.3 VACATION

The San Francisco Unified School District provides for Classified Employees annual vacations for all employees who have completed one (1) year or more continuous service. Vacation is accrued and awarded each pay period in accordance with the following table.

<table>
<thead>
<tr>
<th>Number of 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 you have reached your anniversary date in the fifth (5thh) and fifteenth (15) years of service. The maximum vacation awarded in any 12 month period and the maximum accumulations permitted are as follows:
### Years of Service

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

### B.4 LEAVES OF ABSENCE

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

1. Leave requests must be approved by the departmental 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.
4. In the case of parental leave, a permanent employee may extend the leave up to six (6) months.

### B.5 SICK LEAVE WITH PAY

Employees who work a full year earn thirteen (13) working days per year (104 hours). Unused sick leave may be accumulated from year to year until you reach the maximum accumulation of one hundred and thirty (130) working days (1040 hours).

No sick leave with pay is allowed during the first six months of employment unless you have previously earned sick leave credits.

It is your responsibility to notify your supervisor when you are unable to report for duty because of illness and of the appropriate date of your return of work. You are reminded that sick leave protects you against loss of income while incapacitated. Sick leave may be used:

1. When you are unable to work because of illness or injury, not job-incurred.
2. For medical or dental appointments.
3. Absence due to quarantine declared by the Department of Public Health or other authority.
4. In cases of death of a member of your immediate family or other relative. (The Civil Service Commission Rules, in effect on June 30, 1993, define who these persons are.)
5. Absence due to pregnancy or convalescence period following childbirth.

If you are absent from your job for more than five (5) consecutive working days, you must submit a completed Civil Service form stating the nature and duration of your illness, signed by a doctor, dentist, podiatrist, licensed clinical psychologist or Christian Science practitioner.
Under certain conditions, a departmental head may require you to furnish a doctor’s certification for any amount of absence due to illness.

B.6 ILLNESS DURING VACATION

Employees who are hospitalized, become ill or suffer an accident during a paid vacation which would have necessitated their being absent from normal duties, as certified by the attending physician’s written report, may upon return to duty request that such time be charged against accrued sick leave instead of vacation.

Such requests, along with appropriate documentation, shall be submitted in writing to the appropriate supervisor, and shall not be denied without cause.

B.7 DRUG AND/OR ALCOHOL DEPENDENCE

Through the Employee Assistance Program (EAP) employees can receive information, brief treatment, and referral for chemical dependency and other personal problems that may affect individuals’ work or private lives.

Employees with chemical dependency problems shall be permitted to use sick leave (with or without pay), vacation, and or compensatory time to access the EAP and other treatment services. If the treating service requirements conflict with an employee’s ability to perform his/her duties as assigned, and therefore he/she must be off work for an extended period of time, the employee and treatment service must, upon the employee’s return to work provided the District with:

a. Verification that the employee did successfully complete the program as directed.

b. All follow-up and after care services as directed by the treating provider, shall be monitored by the EAP for a minimum of three months following employee’s return to work.

B.8 HEALTH SERVICE GUIDELINES FOR INFECTIOUS DISEASES

Current copies of the Health Service Guidelines for Infectious Diseases will be available in all schools and facilities.
APPENDIX C – VOLUNTEER PROGRAM

The District and the Union will establish a joint committee of equal representation to explore circumstances under which a bargaining unit employee may be granted release time to volunteer in the classroom.

The committee will formulate recommendations for implementation in the 1998-99 school year. The parties further agree that this program of volunteers/conferences shall be evaluated toward the end of the 1999 school year in order to determine whether or not it shall be expanded, modified or deleted for the 1999-2000 school year and beyond.
APPENDIX D – 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 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
- Step-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

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.
APPENDIX E – FAMILY CARE AND MEDICAL LEAVE

It is the intent of this provision to be consistent with Government Code section 1294.2 and the Family and Medical Leave Act of 1993, and it shall be interpreted so that there will be no violation of those statutes.

1. An employee with more than one (1) year of continuous service with the District, who has worked at least 1250 hours during said year and who is eligible for other leave benefits of this Agreement shall be granted, upon written request, an unpaid family care leave up to a total of four (4) months in any twenty-four (24) month period, of twelve (12) weeks per year, pursuant to the provisions contained herein.

   a. For purpose of this section the term “family care and medical leave” mean either:

      (1) leave for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption of the child or foster care of the child of the employee, or the serious illness of a child of the employee;

      (2) leave to care of a parent or spouse who has a serious health condition; or

      (3) leave because of serious health condition that makes the employee unable to perform the functions of the position of that employee, except for leave taken for disability on account of pregnancy, childbirth or related medical conditions.

2. An unpaid family care and medical leave shall be treated as any other unpaid leave. During an unpaid family care and medical leave an employee shall retain employee status with the District, and such leave shall not constitute a break in service. An employee returning from an unpaid family care and medical leave shall have no less seniority than when the leave commenced.

3. If an employee’s need for an unpaid family care and medical leave is foreseeable, the employee shall provide the District with at least thirty (30) days advance notice; for unplanned absences, the employee shall provide the District with reasonable advance notice of the need for such leave.

4. The District requires that an employee’s request for an unpaid family care and medical leave for the purpose of caring for a child, spouse or parent who has a serious health condition or for the employee’s own serious health condition to be supported by a written certification issued by the health care provider of the family member requiring care. The written certification must include the date on which the serious health condition commenced and the probably duration of the condition. For a leave based upon caring for a child, spouse or parent who has a serious health condition the written certificate must have an estimate of the amount of time the health care provider believes the employee need to care for the individual requiring care, and a statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care.

   For a leave based on the employee’s own serious health condition, the written certification must include a statement that the employee is unable to perform the functions of his or her position.

   If additional leave is required upon the expiration of the time estimated by the health care provider, the employee must request such additional leave again supported by a written certification consistent with the requirements for an initial certification.

   Upon said request and certification, the District may agree to extend the Family Care and Medical Leave for a full year, provided that the District contribution for employee health insurance benefits (see item #9, below) shall not extend beyond the statutory twelve (12) week leave period.
5. In any case in which the District has reason to doubt the validity of the certification provided pursuant to this section, the District may require, at the District’s expense, that the employee, or as appropriate the employee’s spouse, child or parent, obtain the opinion of a second health care provider. The second health care provider may not be employed on a regular basis by the District. If the opinions of the first and second health care provider differ, the District may require a third opinion, again at the District’s expense, from a health care provider mutually agreed upon by the District and the employee. The third opinion shall be final and binding.

6. Definitions

   a. For the purposes of this section and consistent with current law, the term “child,” means a biological, adopted, and foster child, a stepchild, a legal ward, or a child of an employee standing in loco parentis who is either under eighteen (18) years of age or an adult dependent child.

   b. For purposes of this section and consistent with current law, the term “parent” means biological, foster, in-law, or adoptive parent, a stepparent or a legal guardian.

7. If an employee applies for a family care and medical leave, the employee can elect, or the District may require, the substitution of paid vacation or other paid leaves to which the employee is entitled. If such paid leave is substituted, the employee is required to comply with the contractual requirements for use of such paid leave.

8. An employee granted a leave under the provision shall have a right to reinstatement to his/her former classification if such classification still exists, which the person held immediately before commencement of a leave; with equivalent benefits, pay, and other working conditions provided by this Agreement. If the former classification no longer exists, he/she shall be placed in a lower or lateral classification in which he/she had previously served and in which he/she holds greater seniority than other incumbents in said class.

9. An employee taking unpaid family care and medical leave pursuant to this section shall continue to be entitled to participate in District health insurance benefits, if eligible and if enrolled, to the same extent and under the same conditions as apply to other eligible, enrolled active employees receiving said benefits. The District may recover the premium that it paid as required by this subdivision for maintaining coverage for the employee under the group health plan if both of the following conditions occur:

   a. The employee does not return to District service for a number of days equal to the duration of the family care and medical leave.

   b. The employee’s failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to family care and medical leave or other circumstances beyond the control of the employee.

10. Family care and medical care leave may be taken in one (1) or more periods. Leave may be taken in increments of at least one (1) day of recurring medical treatment certified by a health care provider.

11. This policy shall not be construed to entitle the employee to receive disability benefits under Part 1 (commencing with Section 3201) of Division 4 of the Labor Code (Workers’ Compensation).

The San Francisco Unified School District and SEIU Local 1021 acknowledge the obligation of the District to enforce the rules and regulations implementing the Family Medical Leave Act, the California Family Rights Act, and the National Defense Authorization Act.
APPENDIX F – AMERICAN WITH DISABILITIES ACT

The American with Disabilities Act of 1990 (ADA) prohibits discrimination against persons with disabilities in many areas including employment in state and local governments. It is the policy of the San Francisco Unified School District to comply with the ADA.

The ADA covers “qualified individuals with disabilities” and defines them to be individuals with a disability who meet the skill, experience, education, and other job-related requirements of a position held, and who, with or without reasonable accommodation, can perform the essential functions of the job.

A person with disability, according to ADA, is an individual who has physical or mental impairment that substantially limits one or more of the person’s major life activities. Major life activities include seeing, hearing, breathing, walking, speaking, learning, working, care for oneself, and performing manual tasks.

Reasonable accommodation is a modification or adjustment to a job or work environment which enables a qualified individual with a disability to equal employment opportunity. An employer must provide reasonable accommodation to the known physical or mental limitations of a qualified individual with a disability unless the accommodation would pose an undue hardship. This accommodation need not be the specific accommodation requested by the employee.

An employee may request a reasonable accommodation by notifying the employee’s supervisor, personnel officer, and department head. If an employee cannot be given an accommodation in the employee’s current class in the current department, the employee may contact the Human Resources Department for consideration of an ADA transfer.

Medical examinations for persons with a disability must be job-related and justified by business necessity. Tests for illegal use of drugs, however, are not medical examinations under the ADA and are not subject to ADA restrictions. Also, an employer may require medical documentation to evaluate a request for reasonable accommodation. This medical-related information shall be confidential, except for those supervisors, safety personnel, compliance officers, or other specified individuals who have the need to know.

An employee requesting a reasonable accommodation will complete the “Request for Reasonable Accommodation” Packet and follow the procedures outlined. The District will contact the employee making the request for reasonable accommodation and engage in an interactive process regarding the request for reasonable accommodation. The District will be advised of the attendance of union representatives at meetings. This District will meet with the union representatives to discuss the reasonable accommodation process and procedures on an as-needed basis. In no event shall the meetings contemplated herein be allowed to cause the District to be untimely in processing an employee’s ADA request.

The San Francisco Unified School District and SEIU Local 1021 acknowledges the obligation of the District to enforce the ADA Amendments Act of 2008 (ADAAA), the California Fair Employment and Housing Act (FEHA; see Government Code section 12900 et seq.) regarding disabilities and the rules and regulations implementing these laws.
## APPENDIX G – SALARY SCHEDULE
Effective 12/12/2007 – 3%

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<td>$17.9262</td>
<td>$18.8134</td>
<td>$19.7188</td>
<td>$20.6984</td>
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## APPENDIX G1 – SALARY SCHEDULE 6.12% INCREASE TO OFFSET 7.5% EMPLOYEE RETIREMENT PICKUP
Effective 7/01/2011 – 6.12% (Hired after 1978)

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July 1, 2010 – June 30, 2013
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July 1, 2010 – June 30, 2013

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**July 1, 2010 – June 30, 2013**
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* The below salary schedule is pending Civil Service Approval

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## SEIU Local 1021 and SFUSD CBA

### July 1, 2010 – June 30, 2013

#### APPENDIX G2 – SALARY SCHEDULE 6.62% INCREASE TO OFFSET 8% EMPLOYEE RETIREMENT PICKUP

Effective 7/01/2011 – 6.62% (Hired before 1978)

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**July 1, 2010 – June 30, 2013**

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<td>2634 Cook Manager Secondary</td>
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<td>$1,601.84</td>
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<td>2672 CC Asst House Parent</td>
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<td>2674 Children's Ctr House Parent</td>
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<td>$1,564.32</td>
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<td>2717 Custodial Asst Supervisor</td>
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<td>$1,594.34</td>
<td>$1,672.41</td>
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<tr>
<td>2727 School Custodian Supr I</td>
<td>$20.0230</td>
<td>$21.0178</td>
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<td>2730 School Custodial Serv Supr I</td>
<td>$1,840.54</td>
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<tr>
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<td>$25.4569</td>
<td>$26.7111</td>
<td>$28.0368</td>
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July 1, 2010 – June 30, 2013
The below salary schedule is pending Civil Service Approval

<table>
<thead>
<tr>
<th>Classification</th>
<th>Hourly Rate</th>
<th>Bi-Weekly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>3616 Library Tech Asst I</td>
<td>$24.4708</td>
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<tr>
<td>3618 Library Tech Asst II</td>
<td>$26.4603</td>
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<td>5295 School Facilities Planner</td>
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<td>7218 Asbestos Worker II</td>
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<td>7302 Audio Visual Equip. Tech</td>
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<tr>
<td>7304 Comp Repair &amp; Maint Tech</td>
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<tr>
<td>7359 Piano Tuner</td>
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<td>7383 Sewing Mach Repairer</td>
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<td>7384 Typewriter Repairer</td>
<td>$23.0205</td>
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<td>7385 Sr. Typewriter Repairer</td>
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<td>7392 Window Cleaner</td>
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<td>7450 Shade &amp; Drapery Worker</td>
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<td>7515 Asbestos Worker I</td>
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<td>9176 School Trans Scheduler</td>
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* The below salary schedule is pending Civil Service Approval

<table>
<thead>
<tr>
<th>Classification</th>
<th>Hourly Rate</th>
<th>Bi-Weekly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>2615 SNS Worker</td>
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<tr>
<td>2616 Lead SNS Worker</td>
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</table>

<table>
<thead>
<tr>
<th>Classification</th>
<th>Hourly Rate</th>
<th>Bi-Weekly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary/ Secondary</td>
<td>$18.2263</td>
<td>$1,458.10</td>
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