



COLLECTIVE BARGAINING AGREEMENT
BETWEEN AND FOR THE
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021
AND
SAN FRANCISCO UNIFIED SCHOOL DISTRICT
FOR
JULY 1, 2022 – JUNE 30, 2025

Preamble

The District and members of SEIU Local 1021 mutually benefit from a clear, well-enforced agreement regarding conditions of employment within the discretion of the District. This Agreement supports the efficient operations of the District and bargaining unit members' vital contribution to fostering a successful, intersectional, equitable learning environment for the children and families of San Francisco.

The procedures for resolving differences between the District and Union contained in this agreement are intended to contribute to labor harmony in the public interest.

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1.0 Recognition

The San Francisco Unified School District (hereinafter District) voluntarily recognizes the Service Employees International Union Local 1021, (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 A 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.

Classifications to be added (accretions)

- 1224 - Principal Payroll and Personnel Clerk
- 1824 - Principal Analyst
- 2588 - Healthworker IV
- 2963 - Address Fraud Investigator
- 7219 - Maintenance Scheduler
- 7268 - Window Cleaner Supervisor
- 9977 - Parent and Community Coordinator (aka Enrollment Counselor)

The unit shall include the following classifications:

- 1202 Personnel Clerk
- 1203 Senior Personnel Clerk
- 1204 Senior Personnel Clerk
- 1220 Payroll Clerk
- 1222 Senior Payroll/Personnel Clerk
- 1402 Junior Clerk
- 1404 Clerk
- 1406 Senior Clerk
- 1408 Principal Clerk
- 1410 Clerk
- 1422 Junior Clerk Typist
- 1424 Clerk Typist
- 1426 Senior Clerk Typist
- 1430 Transcriber Typist
- 1432 Senior 1430 Transcriber Typist
- 1436 Brailist

- 1444 Secretary I
- 1446 Secretary II
- 1450 Executive Secretary I
- 1452 Executive Secretary II
- 1458 Legal Secretary I
- 1460 Senior Legal Stenographer
- 1486 Education Credential Tech
- 1630 Account Clerk
- 1632 Senior Account Clerk
- 1634 Principal Account Clerk
- 1706 Telephone Operator
- 1708 Senior Telephone Operator
- 1720 Data Entry Operator
- 1721 Sr. Data Entry Operator
- 1760 Offset Machine Operator
- 1762 Senior Offset Machine Op
- 1764 Mail/Reproduction Supr
- 1802 Research Assistant
- 1804 Statistician
- 1820 Jr. Admin. Analyst
- 1822 Administrative Analyst
- 1823 Senior Admin Analyst
- 1840 Jr. Management Asst
- 1842 Management Assistant
- 1844 Senior Management Asst
- 1853 Control Clerk EDP
- 1930 Warehouse Worker
- 1939 School Warehouse Supr
- 1950 Assistant Purchaser
- 2302 Nursing Assistant
- 2585 Health Worker I
- 2586 Health Worker II
- 2587 Health Worker III
- 2615 SNS Worker
- 2616 Lead SNS Worker Elementary/ Secondary
- 2630 School Lunchroom Cook
- 2632 Cook Manager Elementary
- 2634 Cook Manager Secondary
- 2650 Cook Assistant
- 2654 - Cook
- 2656 Chef - SFUSD
- 2672 CC Assistant House Parent
- 2674 Children's Ctr House Parent
- 2708 Custodian
- 2716 Custodial Assistant Supervisor
- 2727 School Custodian Supervisor I
- 2730 School Custodial Services Supervisor I
- 2732 Custodial Supervisor II

- 2977 Ed Integration Specialists
- 3535 Radio Announcer Operator
- 3616 Library Tech Assistant I
- 3618 Library Tech Assistant II
- 5295 School Facilities Planner
- 7218 Asbestos Worker II
- 7302 Audio Visual Equip. Tech
- 7304 Comp Repair & Maint Tech
- 7359 Piano Tuner
- 7383 Sewing Machine Repairer
- 7384 Typewriter Repairer
- 7385 Sr. Typewriter Repairer
- 7392 Window Cleaner
- 7450 Shade & Drapery Worker
- 7451 Sr. Shade & Drapery Worker
- 7515 Asbestos Worker I
- 9176 School Trans Scheduler

1.1.2 Should there be a dispute regarding appropriate unit assignment of any such classification(s), such dispute shall be resolved in accordance with the grievance and arbitration procedure.

1.1.3 The terms and provisions of this Agreement shall also be automatically applicable to any classifications for which the Union has become appropriately recognized during the term of this agreement. Such classifications shall also receive the appropriate differentials and premiums applicable to related classifications.

1.1.4 Issues related to classification descriptions shall be subject to the meet and confer process with final review by the Civil Service Commission. Issues related to the effects of classification decisions on hours, wages, terms and conditions of employment shall be subject to negotiations and interest arbitration.

2.0 Term of Agreement

The term of agreement shall be July 1, 2022 through June 30, 2025.

2.1 Savings Clause

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

2.2 Full Agreement

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.

2.3 Automatic Economic Reopener

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 their 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.

3.0 Non Discrimination

3.0.1 No employee shall be discriminated against because of actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, domestic partner status, pregnancy, physical or mental disability, medical condition, genetic information, HIV/AIDS status, military or veteran status, gender or gender identity, gender expression, sex or sexual orientation, ethnicity, political affiliation, affiliation with an employee organization, or other non-merit/non-job related factors provided the individual's ability to perform the task is not impaired thereby. No employee shall be subject to harassment, including sexual harassment.

Prohibited sex discrimination includes discrimination based on an employee's or job applicant's pregnancy, childbirth, breastfeeding, or any related medical condition.

3.0.2 Neither SFUSD nor the Union shall interfere with, intimidate, retaliate, restrain, coerce, or discriminate against any employee because of the exercise of the employee's rights granted pursuant to this Agreement. No employees seeking promotion, reassignment, or transfer shall in any way be discriminated against because of their Union activities.

3.0.3 The District also prohibits discrimination in compensation, terms, conditions, and other privileges of employment and the taking of any adverse employment action, including, but not limited to, termination or the denial of employment, promotion, job assignment, or training, against an employee or job applicant based in whole or in part of any of the categories listed above.

3.0.4 Any employee who believes they or another employee has been subjected to discrimination should immediately report the incident to any of the following persons and/or offices:

- the employee's immediate supervisor;
- the District's Human Resources Department
- (Director of Employee Relations or Head Administrative Officer)
- the District's Labor Relations Department (Head of Labor Relations)
- the District's Office of Equity (Director)

3.0.5 The District will immediately provide the Union with a notification of the complaint to facilitate timely investigation. In a meeting where management is investigating a formal complaint made by an employee, the employee making the complaint has the right to have a shop steward or union representative present in the meeting. If the shop steward is a witness to the complaint, another union representative shall be assigned to represent the employee. The District will conduct an investigation and

provide a report of findings and action as quickly as possible. No employee shall be retaliated against for reporting or filing a complaint of discrimination as defined above.

3.0.6 To the extent possible, discrimination complaints will be treated in strict confidence by both the Union and the District. Disciplinary actions against employees found to have violated this Article may include progressive discipline appropriate to the severity and nature of the proven misconduct. If a complaint alleges discrimination by a non-District employee, interim measures and/or final corrective actions to be considered, as contemplated by Administrative Regulations, shall include excluding such person(s) from contact with the complainant and/or their worksite.

3.0.7 The District and the Union agree this Article shall be administered and enforced consistent with all relevant Board Policies, Administrative Regulations, and relevant statutes.

3.1 Reasonable Accommodation ADA

3.1.1 The Parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with all applicable laws and board policies.

3.1.2 An employee may request reasonable accommodation. During the process, an employee has the right, upon request, to Union representation.

3.1.3 When an employee requests a reasonable accommodation, the appropriate District designee shall meet with the employee and, at the request of the employee, with the employee's Union representative as soon as practicable to commence the interactive process.

3.1.4 The District shall meet and confer with the Union upon request.

3.1.5 If no reasonable accommodation in the current assignment is offered, Employer should make every reasonable effort to provide a modified work duty assignment.

3.1.6 The ADA process is not subject to the grievance procedure as outlined in Article 25.

4.0 Translation and Distribution

4.1 Translation

Upon ratification of this agreement by the Board of Education, the District and Union shall cause the Agreement to be translated into Spanish and Chinese. The District and Union shall, within 90 days, correct any translation issues or errors by mutual agreement. The cost of this translation shall be borne equally by the parties.

4.2 English Language Agreement Governs Disputes

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.

4.3 Distribution Online

The District and Union shall post the completed contracts to their websites in each language within (30) days of ratification.

4.4 Distribution via Email

The Union shall have the right to use District eMail to distribute contracts.

4.5 Distribution in Print

The District and Union shall share the cost of printing sufficient contracts, in each language, to distribute to current bargaining unit members and other District employees as needed. These contracts shall be printed in a format mutually agreeable to the parties.

The Union shall have the right to use District Mail to distribute contracts to worksites.

5.0 Compensation Benefits and Health & Welfare Benefits

The salary schedule hourly base rates in effect as of June 30, 2020 shall be adjusted during the term of this agreement in the following manner:

- a. 6% increase effective July 1, 2022
- b. 10% increase effective July 1, 2023
- c. In addition, the parties shall have a contract reopener for 2024-2025 to negotiate changes to this Article, up to two other Articles that either party wishes to propose, and any outstanding issues from the Side Letter on Labor-Management Committee work for 2023-2024.

5.0.1 Lump Sum Payment

On ratification by both parties, each member of the SEIU bargaining unit will receive a one-time lump sum payment of fifteen hundred dollars (\$1500), which will serve to make whole its members for payroll errors, including penalties referenced in Article 5.8, Article 41 in its entirety, and the June 22, 2022 MOU regarding payroll errors. SEIU agrees that this lump sum payment will recompense its members for any payroll errors and its acceptance will nullify any MOU regarding such payroll errors.

5.0.2 Salary Schedule Adjustment

5.0.2.1 Effective July 1, 2017, Class 7450 will be adjusted to the salary schedule equivalent to one grade above the schedule for class 1930, from \$25.0125 (step 1) to \$30.2611 (step 5).

5.0.2.2 Effective July 1, 2017, Class 2585 will be adjusted to the salary schedule equivalent to one grade below the schedule for class 2586, from \$22.5540 (step 1) to \$27.2741 (step 5).

5.0.2.3 Prior to July 1, 2018, classifications that had no incumbents in previous contracts and were left out of salary schedule adjustments will be corrected to include those adjustments.

5.0.2.4 Establish a committee made up of representation from SEIU and the District to examine the following:

- Staffing allocations based on the number of meals served
- Comparable salaries for similar jobs from a mutually agreed upon list of similar employers.

5.0.2.5 Effective July 1, 2022, one (1) step will be added to the 2616 classification as follows:

- Step 6 will be added effective July 1, 2022
- Step 7 will be added effective July 1, 2023
- Step 8 will be added effective July 1, 2024

The rate of pay for steps six (6) through eight (8) will reflect a 3% increase above the preceding step.

Current employees with more than five years of service will be placed at the step commensurate with their length of service effective the year when that step is available. For instance, an employee who has

been on step 5 since the 2020-2021 school year will be placed on step 7 for the 2023-24 school year, then step 8 for the 2024-25 school year.

5.1 Longevity Premium

Eligible unit members shall receive a thirty (30) cents per hour premium for longevity pay. Eligibility for said longevity pay shall be those unit members with:

5.1.1 Ten (10) or more but less than fifteen (15) consecutive years of experience in the District, or any combination of ten or more but less than fifteen (15) years of service in the District and any other classification included in the Civil Service System of San Francisco.

5.1.2 Effective July 1, 2017, eligible unit members will receive a sixty (60) cents per hour premium for longevity pay. Eligibility for this rate of longevity pay shall be made to those unit members with:

5.1.2.1 Fifteen (15) or more consecutive years of service in the District, or any combination of fifteen (15) years of service in the District and any other classification included in the Civil Service System of San Francisco. This provision shall be implemented prospectively effective July 1, 2018.

5.1.3 Effective July 1, 2018 employees with an assignment of less than four (4) hours per day shall qualify for sections 5.1.1 and 5.1.2.

5.2 Retirement Contribution

5.2.1 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 of SFERS prior to November 2, 1976 (Charter Section A8.509 Miscellaneous Plan), the unit member shall also pick up the remaining one-half percent (0.5%) of the total eight percent (8%) employee retirement contribution to SFERS.

5.2.2 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.

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

5.2.4 Unit members who become eligible for membership in the retirement system during the term of this agreement 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.

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

5.2.6 Early Retirement

If eligible, the District shall participate in any applicable retirement program if the program is implemented in the City and County of San Francisco pursuant to Charter Section A8.401-7.3.

5.3 Health Benefits

Effective January 1, 2014, the District shall increase its dependent health care contribution to an amount equal to the Health Services Systems (HSS)-established 75% formula/calculation of the lowest health plan coverage available through HSS at the family rate level.

5.3.1 Health Insurance Coverage

Every January 1, all permanent and regularly scheduled provisional/temporary employees working twenty (20) or more but less than thirty (30) hours per week, or as-needed employees who have worked intermittently on average twenty (20) or more but less than thirty (30) hours per week within a twelve (12) month period, measured from July 1st through June 30, are eligible for medical benefits (health, vision, dental) through the Health Service System.

Additionally, every January 1, regularly scheduled provisional/temporary employees working at least thirty (30) hours a week within a twelve (12) month period, measured from July 1 through June 30, are eligible for employee, and if applicable dependent, medical benefits (health, vision, dental). Eligibility will be determined on a year-to-year basis for qualifying employees.

5.3.1.1 Each eligible employee will select a health plan from those currently offered to employees through Health Services Systems of San Francisco (HSS), unless the employee wishes to be exempt from coverage.

5.3.1.2 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 equal 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.

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

5.3.1.4 The District agrees to continue to pay the increased costs of the employer portion of the medical benefits, as defined by the Health Service System every year through a process known as the 10 county average.

5.3.1.5 District Fringe Benefits Contribution

The District shall contribute the Health Service System-negotiated share per pay period for single party coverage for those employees enrolled in the most expensive plan.

5.3.1.6 Retiree Health Benefits:

Bargaining Unit members shall be eligible for retiree health, dental and welfare benefits according to the terms of the pension plan.

5.4 Dental

Delta Dental Care Program #652 is available for school district employees who have a Civil Service classification and qualify for health insurance coverage.

*The parties agree to move discussion of changes to dental benefits coverage to the Side Letter on Labor-Management Committee Work for the 2023-2024 School Year passes on 10.16.2023

The District shall provide dental coverage in the amount of \$2,000 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 \$1,500 in coverage.

5.4.1 Delta Orthodontia Coverage

The District shall provide orthodontia up to \$750 lifetime for each bargaining unit member and each of their covered dependents as soon as administratively available.

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

5.4.3 Retiree Dental

Upon retirement the District will extend to retired employees the option to purchase dental coverage at the group COBRA rate for up to eighteen (18) months. This coverage will be a continuation of active employee coverage and is the same coverage provided to current employees.

5.5 Additional Insurance Coverage

5.5.1 Long Term Disability Coverage

The District shall provide all permanent employees with a fully paid Income Protection Plan, which shall be integrated with sick leave or other leave provisions, at the option of the employee.

5.5.2 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 until retirement or separation from employment, plus a \$25,000 accidental death benefit.

5.5.2.1 Family Care on Death of Employee

In conjunction with the City and County's Health Service Systems eligibility rules, the District will contact and provide next-of-kin with benefit continuation information.

5.5.2.1.1 Survivors of deceased employees hired prior to January 8, 2009 shall receive survivor benefits equal to lifetime retiree health benefits pending final approval from the Health Service System.

5.5.2.1.2 Survivors of deceased employees hired after January 9, 2009 are not eligible for survivor benefits per the Health Service System's eligibility rules. However, they are eligible for COBRA benefits for up to eighteen (18) months after the loss of active employee coverage, and will be contacted by the District's Benefits team with regards to this process.

5.5.3 Continuous Service and Recesses (Temporary Employees)

5.5.3.1 The winter, spring, and autumn (Thanksgiving) recesses will not represent a break in continuous services for temporary employees for purposes of qualifying for benefits under this article.

5.5.4 Workers' Compensation

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

5.5.4.2 Whenever possible the District will offer light or modified duty assignments.

5.5.4.3 Medical appointments related to a worker's compensation claim scheduled during work time shall be at no loss of pay.

5.5.5 District Paid Fringe Benefits While on Unpaid Leave

The District will pay any and all employer contributions for employee health and dental benefits for those employees who are on a paid or protected leave.

In addition, the District will continue payment of all employer contributions for employee health and dental benefits for an employee on a holdover list during the time period that the employee verifies that they do not have alternative health care coverage. The verification process shall be established by the Department of Human Resources and the Union.

When protected and paid leaves expire, and 12 additional weeks have passed, the District will cease paying these employer contributions.

Protected Leaves are defined as 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).

5.5.6 State Disability

5.5.6.1 Employees on State Disability may choose to have their sick leave benefits integrated with their disability payment by informing the Leaves and Separations Unit in the Human Resources Department.

5.5.6.1.1 Said provision shall be promulgated each semester in OASIS and posted on employment information boards at each worksite.

5.6 Employee Assistance Program (EAP)

5.6.1 Drug and/or Alcohol Dependence – Through the Employee Assistance Program (EAP) employees may receive information, brief treatment, and referral for chemical dependency and other personal problems that may affect individuals' work or private lives.

5.6.2 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 their duties as assigned, and therefore they must be off work for an extended period of time, the employee and treatment service must, upon the employee's return to work, provide the District with verification that the employee successfully completed the program as directed.

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 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. Employees meeting the premium criteria skills shall receive a \$75 premium per pay period. Once an employee is identified as qualified for Bilingual Pay, the designation will carry forward to the next school year. If a job is posted as non-bilingual, and the administrator assigns an employee bilingual duties on an ongoing basis as part of the job, the employee shall be paid at a bilingual premium.

5.7.1.1 In order to qualify for designation to receive the bilingual premium, a position must be required to provide non-English services, including Braille and sign language, for at least twenty-five percent (25%) of a regular job assignment.

5.7.1.2 If any employee is hired into a position which is designated bilingual, or for which non-English language requirements are listed in the job posting, that employee will be presumed qualified for this premium unless a contradicting analysis has been completed.

5.7.1.3 Health Worker Premium

Any Health Worker who participates in the auditory certification program, as well as any other additional duties which are outside the scope of the Health Workers classifications shall receive out of class pay per Article 5.7.2.

5.7.2 Out-of-Class Pay

5.7.2.1 A unit member who is directed and approved by their Program Director to perform a portion of the duties and responsibilities of a higher class for five (5) days within a twenty (20) day period shall receive 5% above their regular pay rate, retroactive to the first day of the acting assignment.

5.7.2.2 Out of class pay and assignment of out of class duties shall normally be discontinued after a six-month period except for extraordinary circumstances related to health and safety of students or employees as approved by the Associate Superintendent of Human Resources or their Designee. All assignments in excess of six months shall require a determination by the Associate Superintendent of Human Resources or their Designee as to whether the position shall be reclassified.

5.7.2.3 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.

5.7.2.4 The District shall not deliberately reassign duties during the twenty (20) day period merely to avoid the 5% additional payment.

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

5.7.2.6 If an employee working out of class performs overtime work, the out of class premium will be applied to those hours as well.

5.7.3 Night Duty

The night duty differential shall be eight percent (8%). To be eligible for the night duty premium, an 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.

5.7.4 Supervisory Differential Adjustment

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

5.7.4.1 The supervisor, as part of the regular responsibilities as a supervisor, directs, is accountable for and is in charge of the work of their subordinate or subordinates.

5.7.4.2 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.

5.7.4.3 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.

5.7.4.4 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.

5.7.4.5 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.

5.7.4.6 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.

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

5.7.4.8 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 inequity 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%).

5.7.4.9 An employee shall be eligible for supervisory differential adjustments only if they actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignment.

5.7.5 Standby Pay

5.7.5.1 Employees who, as part of the duties of their positions are required by the appointing officer to be on standby when normally off duty to be instantly available on call for immediate emergency service for the performance of their regular duties, shall be paid twenty-five percent (25%) of their regular straight time rate of pay for the period of the standby service, except that employees shall be paid ten percent (10%) of their regular straight time rate of pay for the period of such standby service when outfitted by their department with a cellular phone. When such employees are called to perform their regular duties in emergencies during the period of such standby service, they shall be paid while engaged in such emergency service the usual rate of pay for such service, including overtime if applicable. Notwithstanding the provisions of this section, standby pay shall not be allowed in classes whose duties are primarily administrative in nature.

5.7.5.2 The provision of this Section authorizing standby pay does not apply to classifications designated by a "Z" symbol and which would qualify for designation as executive under the duties test provisions of the Federal Fair Labor Standards Act. Provided, however, that if such compensation is expressly requested and approved in accordance with the procedures in this section as set forth below,

employees in the classification categories referenced in this subsection shall be eligible for standby compensation.

5.7.6 Callback/Holdover pay

Unit members called into work on a day off or called back into their work location(s) following the completion of their work day and departure from their 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 standby status, pursuant to section 5.7.5 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 5.7.9 of the Collective Bargaining Agreement.

5.7.7 Lead Person Pay

5.7.7.1 Employees designated by their supervisor as lead workers shall be entitled to a twenty dollar (\$20.00) per day premium only in situations involving:

5.7.7.1.1 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.

5.7.7.1.2 When assigned to team maintenance and only when the supervisor recommends that said -assignment meets the description in section 5.7.7.1.1 above.

5.7.8 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.

5.7.9 Overtime

Overtime shall be defined as service authorized by the Superintendent or their 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 (1.5) 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.

Once documented by the employee, overtime shall be paid in a timely manner as soon as the employee's manager confirms the hours worked and then forwards the documentation to payroll.

5.7.10 Mileage

5.7.10.1 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.

5.7.10.2 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 Agreement.

5.7.11 Committee on Communications Technology

Within 60 days of ratification, the District and the Union will convene a committee to examine the need for mobile communication with bargaining unit members. Based on the results of such examination the committee will evaluate options for providing communications equipment or appropriate proportional reimbursement and establishing workplace protocols for the use of personal communications devices.

5.7.11. 1 On completion, the policies generated by the committee shall be reviewed for approval by the Department of Technology and shall be incorporated into this Agreement after approval is confirmed.

5.8 Correcting Payroll Errors

5.8.1 In the event of a payroll error that represents fifty percent (50%) or more of an employee's net paycheck, 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.

5.8.2 If the amount of the payroll error represents 25% to 49% of the employee's net paycheck, the new check will be issued within five (5) work days and all other provisions of Section 5.8.1 shall apply.

5.8.3 If the amount of the payroll error is less than 25% of the employee's net pay check, the correction will be made on the next regular payroll.

5.9 Payment Policy

5.9.1 Electronic Payroll System – All bargaining unit members shall be paid exclusively by electronic means according to the following terms:

5.9.2 Bargaining unit members shall be paid through direct deposit to their existing accounts.

5.9.3 Bargaining unit members not already receiving pay in this manner may provide the requisite information to the Payroll Department to enable implementation of payment by direct deposit.

5.9.4 Bargaining unit members who elect not to receive salary payments through direct deposit shall be paid through alternative electronic means (such as a "pay card"). Unit members shall be entitled to make at least one free withdrawal from the designated financial institution each time a deposit is made by the District to the pay card. A list of pay card recipients shall be provided to the Union within thirty (30) days of the implementation of this program.

5.9.5 All electronic pay warrants shall be accessible via the unit member's District username and password through a secure website provided by the District.

5.9.5.1 All bargaining unit members shall have access to a District computer and printer during non-duty time within normal business hours at the work site or alternate District locations for the purpose of verifying salary deposits, viewing itemized wage statements ("pay stub") and printing hard copies thereof.

5.10 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 employee, subject to the approval of the immediate supervisor. Should the need for District efficiency cause the lunch period to be canceled, 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 The District and the Union agree to review temporary positions to determine if such positions may be made permanent in nature. The District agrees to facilitate the transition of temporary employees to permanent positions.

6.2 Within sixty (60) days of the effective date of this agreement, the District agrees to make every effort to administer examinations for all covered classifications currently employing TEX and PEX employees. If the District is unable to administer examinations within sixty (60) days, the District and the Union will meet every month about the process until the examinations are complete. The District and Union agree to prioritize this work to facilitate hiring in classifications that have not had an examination administered in at least the last two (2) years.

6.3 Non-Permanent Employee Benefits

6.3.1 Employees assigned fewer than 20 hours per week

Temporary employees regularly assigned to less than 20 hours per week shall not be entitled to District benefit contributions.

6.3.2 Employees working between 20 and 30 hours per week

Every January 1st, regularly scheduled provisional/temporary employees working twenty (20) or more but less than thirty (30) hours per week, or as needed employees who have worked intermittently on average twenty (20) or more but less than thirty (30) hours per week within a twelve (12) month period measured from July 1st – June 30th of the preceding year are eligible for employee only medical benefits (health, vision, dental) through the Health Service System.

6.3.3 Employees working 30 or more hours per week

Additionally, every January 1st, regularly scheduled provisional/temporary employees working at least thirty (30) hours a week, or as needed employees who have worked intermittently on average for thirty (30) or more hours per week within the twelve (12) month period measured from July 1st – June 30th of the preceding year are eligible for employee and, if applicable, dependent medical benefits (health, vision, dental). Eligibility will be determined on a year-to-year basis for qualifying employees.

6.3.4 Temporary employees regularly assigned to at least twenty (20), but less than forty (40) hours per week will receive prorated District contributions for premiums, vacation pay, holiday pay, sick pay, and available City Retirement coverage. If acceptable to the carrier, said part time employees may purchase life and/or long-term disability insurance through the District at the employee's expense.

6.3.5 The following sections (6.3.6 through and including 6.3.6.4) became effective on July 1, 2016.

6.3.6 Pay Step Advancement for Temporary and Provisional Employees

Temporary employees who are regularly scheduled to work shall qualify to advance to the next pay step of said classification as follows:

6.3.6.1 If initially employed in the classification at Step 1, the employee shall qualify to advance to Step 2 after six (6) months of service and to succeeding steps annually thereafter on the anniversary date of movement to Step 2.

6.3.6.2 If initially employed in the classification at Step 2 or higher, the employee shall qualify to advance to succeeding steps annually thereafter on the employee's date of hire in the classification.

6.3.6.3 As-needed temporary employees who have worked 1040 hours within a two year period in their classification shall qualify to advance to the next pay step of said classification on the 1041st hour, and annually thereafter.

6.3.6.4 Those employees currently employed who were appointed above Step 1, working at least six (6) hours per day, who have not yet reached 1040 hours shall be advanced to the next step on their 1041st hour, 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 inspection by the person involved.

Such materials shall not include rating reports, or records which

- a. were obtained prior to the employment of the person involved,
- b. were prepared by identifiable examination committee members,
- c. were obtained in connection with a promotional examination.

Every employee shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the District. A representative chosen by the employee may accompany them 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.

If an employee is unable to view their personnel file during normal business hours of the Human Resources Office, they may designate in writing a union representative to perform the review on their behalf. Such designation will be valid for one review only.

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 by close of business June 30th unless these materials are sent to the personnel file in accordance with section 7.4.

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, their own comments thereon. Anonymous or uncorroborated material shall not be filed.

8.0 Union Security

8.1 Dues/COPE/Union-Sponsored Benefit Program Deduction

8.1.1 The District shall honor an employee's check-off authorization for dues, COPE, or other Union-sponsored programs, which are submitted in writing, through electronically recorded phone calls, via online deduction authorization, or by any other means of indicating agreement allowable under state and federal law, regardless of whether the employee is a member of the union.

8.1.2 Deduction of dues, COPE or other Union-sponsored program shall start the pay period after the District receives notification of the authorization. The District shall transmit such payment to the Union through electronic fund transfer no later than thirty (30) days after the deduction from the employee's earnings occurs.

8.1.3 Requests to authorize dues/other deduction(s) or requests to change status regarding such deductions, shall be directed to the Union rather than the District. The District shall rely on the Union's explanations in a certified list, submitted by a representative of the Union who has authority to bind the Union, regarding whether an authorization/change in deduction(s) has been requested by the employee.

8.1.4 The Union shall not provide the District of the employee's authorization unless a dispute arises about the existence or terms of the authorization.

8.2 New Employee

8.2.1 The District shall provide the Union designee(s) with electronic notification in an Excel or CSV file format of the name, job title, department, work location, work, home and personal cellular telephone numbers, home address, and personal and work email addresses of any newly hired employee within seven (7) calendar days of the date of hire, or by the first pay period.

8.3 Regular receipt of bargaining unit lists – Additionally the District shall provide to the Union office every ninety (90) calendar days, the following information for all bargaining unit employees (in an Excel or CSV file format):

- Employee ID
- First Name/Middle Name/Last Name
- Address/City/State/Zip Code
- Home Phone/Work Phone
- Email Address (work)
- Email Address (personal)
- Birthdate
- Hire Date
- Seniority Date
- Job Class Code/Job Class Description
- Job Type (FT, PT, TEMP, As Needed)
- Appointment Type
- Status (Active, On-Leave, etc.)
- Pay Rate/Pay Step
- Bargaining Unit Code
- Bargaining Unit Description
- Dept. Code/Dept. Description
- Work Location/Work Location Description
- Work Location Address/City/State/Zip Code
- Shift (Incl. days & hours)

8.4 The District shall also provide the Union every ninety (90) calendar days with a list of those employees, both permanent and temporary, who are not currently paying Union dues.

8.5 Lists provided in Section 8.2 through 8.4 shall be in a format mutually agreed by the Union and the District.

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

8.7 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 and District eMail

9.2.1 The Union may use the District mail service and employee mailboxes and employees' District email for communications.

9.2.2 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.

9.3 Access

Upon timely notification to Labor Relations, 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 buildings, 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.

9.3.2 Union representatives have a reasonable right of access to non-work areas (bulletin boards, employee lounges and break rooms) and to hallways to verify that the terms and conditions of this Agreement are being carried out and for the purpose of conferring with employees. The Union shall provide reasonable advance notice to the site administrator that they will be accessing the work site.

9.4 Union officers of their designee and Union Representatives shall be provided with a timely copy of each OASIS notice

9.5 Copy of All Official Communications

All official District communications 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 officers or their designees and Union Representatives.

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 officers or their designees and Union Representatives at approximately the same time that they are made available to the Board members.

9.7 Posting of Vacancies

All District recruitments for positions in SEIU classifications shall be posted on the District website and published in OASIS, a copy of which shall be posted at all school sites and work locations in a mutually agreed upon location. OASIS shall also include all Civil Service Commission (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 hotline.

9.8 Shop Stewards

The Union shall furnish the Labor Relations Department with an accurate list of shop stewards and designated officers of the Union in areas as designated by the Union by July 1st of each year. The Union may submit an amendment to the list at any time. Only employees on this list are empowered to act as shop stewards.

9.8.1 Newly-elected Stewards shall be allowed four (4) hours paid release time for Union Steward training within six (6) months of appointment as Stewards. In addition, four (4) hours paid release time shall be paid for Stewards for training regarding the provisions of the new Collective Bargaining Agreement within six (6) months of the effective date of this Agreement. The parties shall mutually agree to the number of Stewards to be released at any one time.

9.8.2 Shop stewards and designated officers of the Union shall be granted reasonable release time to investigate and process grievances, disciplinary appeals and attend meetings with District management without loss of pay or benefits. Shop stewards shall notify Labor Relations and the immediate supervisors of all parties involved prior to release for Union Business. For non-urgent matters such notification of release time shall normally be made in advance of the meeting date and shall include the area or work location where they will be investigating or processing grievances, disciplinary appeals or meetings with District management.

9.8.3 When immediate disciplinary action is potentially to be administered because of an alleged violation of law or board policy, a shop steward shall not be unreasonably denied the right to leave their post or duty to represent the employee.

9.8.4 Except in emergency situations, an investigation, disciplinary or grievance meeting shall be rescheduled if a shop steward is denied release time.

9.8.5 A shop steward may interview an employee during the employee's regular work time in order to investigate or process a grievance or disciplinary appeal with the approval of the employee's supervisor, which shall not be unreasonably withheld.

9.8.6 Any meeting of a shop steward and a supervisor of a represented employee shall be held in private surroundings.

9.8.7 A shop steward may interview an employee during the employee's regular work time in order to investigate or process a grievance or disciplinary appeal with the approval of the employee's supervisor, which shall not be unreasonably withheld.

9.9 Release Time for Union Officers

Designated Union officers and Shop Stewards 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 increments 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.

9.9.1 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 three (3) days in advance, providing that adequate substitutes are available, if needed. The Union shall reimburse the District for the full economic package of the released union member.

9.9.2 For bargaining and bargaining preparation sessions the Union shall provide the District with as much notice as possible.

9.10 Employment Transaction List/Personnel Actions

The District shall send to the Union president or designee an electronic list of employee transactions whenever these list are generated for Board agendas.

9.11 New Employee Orientation

9.11.1 In-Person On-Boarding Procedures – New Employee Orientations

The District agrees that each newly hired employee shall be provided notice to participate in an in-person or virtual orientation meeting, as small as one individual, within the first thirty (30) calendar days from date of hire during regular working hours and onsite without loss in compensation. The District shall notify each newly hired employee at the time of on-boarding of the date and time of the Union orientation. The District shall also provide the Union with the names of the noticed new employees for each scheduled Union orientation prior to the orientation.

9.11.1.1 The schedule for these orientations shall be established on a yearly basis and made available via the OASIS bulletin notification system emailed to the Chapter Officers and Union Representatives.

9.11.1.2 Union designee(s), including but not limited to, unpaid Union field representatives, officers, stewards, and members, shall conduct the sessions covered under this agreement. Stewards, Union field representatives, and chapter officers shall receive timely notice of and shall be permitted to make appearances at any and all orientations or departmental orientation sessions in order to distribute union materials and to discuss employee rights and obligations under this Agreement.

The following ratios shall be followed for this representation paid for by the District:

- 1-15 employees = 1 officer/steward/member
- 16-25 employees = 2 officers/stewards/members
- 26 or more employees = 3 officers/stewards/members

The Union shall not be unreasonably denied the right to release additional members to assist with translation during the Union's meeting with new employees for those who have primary language needs, and/or other specialized factors.

9.11.2 Meeting with Union Designee(s)

Newly hired employees who do not attend a scheduled orientation shall be granted release time without loss in compensation to meet with the Union designee(s) for thirty (30) minutes during their regular working hours and onsite.

9.11.3 Neutrality

District representatives shall be absent from the room during any sessions, meetings, or trainings, facilitated or conducted by the Union, with newly hired employees.

9.11.4 Facility and Resource Access

The Union shall have a right to access and use the Employer's facilities, on-site audio-visual equipment, and Wi-Fi to conduct sessions and separate meetings with newly hired employees.

9.11.5 Employee Information

The employer shall provide the Union designee(s) with electronic notification in malleable electronic format of the name, job title, department, work location, work, home and personal cellular telephone numbers, home address, and personal and work email addresses of any newly hired employee within seven (7) calendar days of the date of hire, or by the first pay period.

9.11.6 Notice of Newly Hired Employee(s)

The District agrees to send the name and contact information of the new employee and date of notice regarding the Union orientation to the Union at the time of the actual on-boarding of the new employee.

9.11.7 The District and the Union agree that this agreement shall be subject to all relevant sections of the Contract/MOU, including but not limited to, the grievance process.

10.0 Career Development and Training

To ensure the District has a public workforce that is educated, trained and prepared to provide quality services to its community, the District and Union support educational and training opportunities for classified staff.

10.1 Training Provisions

Training shall be conducted both during and after working hours. Job-related workshops shall not be limited to those offered by the District.

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

10.1.2 The District will equitably compensate unit members who act as instructors consistent with pay for members of other bargaining units, including possible payment or paid time for preparation, if necessary.

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

10.1.4 Job-related technology training will be conducted during paid time in an appropriate setting conducive to concentration and learning.

10.1.5 Training may be conducted by qualified and experienced unit members as available.

10.2 Training for Library Technical Assistants

The District and appropriate instructional and Library staff shall meet, design and implement a series of in-service courses in skills appropriate to the Library Technical Assistant classification, and leading to a Certificate of Completion.

10.3 Job-Related Workshops

10.3.1. Upon prior written approval of the Department head or Unit head (or designee), an employee may participate in job-related workshops offered by the District or outside agencies during their regular work day. The employee's request to attend such workshops must include information regarding tuition, if any. Tuition for these pre-approved workshops will be paid for by the District.

10.3.2 When directed by a supervisor, an employee shall attend a workshop or training during their regular workday or may attend a workshop or training after business hours on paid time. Pay or compensatory time shall be taken in compliance with the Fair Labor Standards Act and other applicable regulations. Tuition for these workshops will be paid for by the District.

10.3.3 Upon prior written approval of a supervisor, an employee may attend a job-related conference during paid time.

10.4 Professional Development/In-service Training

The District may provide a total of up to twenty-four (24) paid hours of professional development or in-service training for each bargaining unit member over the course of each school year, which shall include both in-person and 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. Attendance at scheduled sessions shall be mandatory for all bargaining unit members. Chapter Officers, as identified by the Union, shall have the right to attend and address unit members during all in-person sessions for up to 30 minutes immediately following the lunch break.

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

- State & Federal Menu Planning Requirements
- Civil Service Rules
- Contract Process (with Vendors, Contractors, etc.)
- Disposal of Hazardous Substances
- Mandated Sexual Harassment Training
- Menu Development
- New Protocols to Ensure Health and Safety
- Payroll and Payment Systems
- Procurement and Purchasing Processes
- Proper Use of Cleaning Products
- Reviewing Board of Education Policies (and where to find them)
- Sanitizing Food Preparation/Food Serving Areas
- Student Attendance - Recording and Procedures
- Team Building

10.5 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, pandemics, etc.) – in order that they will be able to respond as Disaster Service Workers (DSW) when the need arises.

10.5.1 The District representative responsible for safety training will meet with the Union and appropriate district staff to discuss an emergency preparedness training plan which addresses all unit members.

10.6 Professional Growth/Tuition Reimbursement Plan

The District shall establish a pool of \$20,000 a year for the purpose of reimbursing qualified tuition costs to bargaining unit members. Classes to be reimbursed shall be approved in advance by the District's Department of Human Resources. Each member shall be eligible for no more than \$2,000 per year of

reimbursement as described herein upon verification of completion of classes (e.g. transcripts or sufficient written/electronic proof).

10.6.1 Eligible Employees

Any employee who works at least 15 hours per week with a minimum of one (1) year continuous service in any classification represented by the Union immediately prior to receipt of application is eligible for tuition reimbursement.

10.6.2 Eligible Expenses

Until such funds are exhausted, and subject to approval by the Department or Unit head (or appropriate designee), an eligible employee may utilize up to a maximum of \$2,000 per fiscal year for tuition, registration fees, books, professional conferences, professional association memberships, professional journal subscriptions, professional certifications, and licenses relevant to the employee's current classification upon verification of completion of classes (e.g. transcripts or sufficient written/ electronic proof). All expenses must be relevant to the employee's current classification or a classification to which the employee might reasonably expect to be promoted. No reimbursement shall be made for expenses that are eligible for reimbursement under a Federal or State Veterans benefit program.

10.6.3 Each fiscal year, the District shall provide the Union with a year-end summary of those employees who received reimbursement for a qualified class with cost breakdown per class/per employee.

10.7 Certification Renewal

Employees shall be granted time off, without loss of pay, to complete required, mandatory certification renewals necessary for continued District employment in their classification. Training conducted by the district for mandatory certifications will be provided during the employees' paid time.

At this time, the following bargaining classifications are impacted by this provision: 7218, 1930, 2615, 2616, 2630, 2634, 2656, 2672, 2674, and 3616. When additional classifications are added to the bargaining unit, they will be included in this if applicable.

10.8 City University

The District will participate in the City University program and work with the Union to identify courses that shall provide additional opportunities for career development and services improvement within the District.

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 emergency overflow situations or those covered herein, the District shall not utilize non-bargaining unit workers to perform bargaining unit work. Nor shall the District utilize automation, robotics or automated equipment to replace, displace, or reduce bargaining unit work. This

article does not prohibit the use of automation or robotics in the workplace, as long as existing bargaining unit work is not reduced, eliminated, or otherwise impacted.

11.3 The District shall meet with the Union upon request to discuss and attempt to resolve issues related to utilizing unpaid volunteers, GA workers, SWAP or GAIN workers and automation to perform bargaining unit work. In no event shall any of the foregoing workers, robotics or automated equipment be utilized to permanently replace vacant bargaining unit positions. In no event shall any of the foregoing workers, robotics or automated equipment be utilized to permanently replace vacant bargaining unit positions. The District is not prohibited from using automation or robotics in the workplace, as long as existing bargaining unit work is not reduced, eliminated, or otherwise impacted.

11.4 There shall be no layoffs or reductions in assigned time of unit members as a result of any subcontracting of work. The District will not subcontract work with the intent of eliminating bargaining unit positions, nor eliminate bargaining unit positions with the intent of subcontracting work.

11.5 Ongoing work of the District is to be performed by civil service workers in accordance with Civil Service and Charter requirements. If bargaining unit positions become vacant through natural attrition, the District shall have the right to utilize outside contractors, consistent with section 11.4 above, 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. The District will make every effort to fill vacated positions expeditiously.

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 and paid according to applicable law, 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 nutrition services, warehouse workers, office/clerical workers, radio broadcast workers at KALW, and school health services.

12.0 Holidays and Vacations

12.1 Holidays

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

- Independence Day
- Labor Day
- Indigenous People's Day (or substitution thereof)
- Veterans Day
- Thanksgiving Day
- Autumn (Thanksgiving) Recess
- Christmas Holiday
- New Year's Day
- Dr. Martin Luther King Jr, Observance
- Presidents' Day
- Memorial Day
- Juneteenth

12.1.1 Regular employees of the District who are normally not 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.

12.2 Paid Floating Holiday

12.2.1 Bargaining unit members shall have five (5) floating holidays (including Lunar New Year) per fiscal year. Bargaining unit members have the right to flexibly schedule four (4) floating holidays with their supervisor's approval. While each request shall be considered on an individual basis, school-term unit members shall not normally be approved to take a floating holiday on student attendance days.

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

12.2.3 An employee may request the scheduling of the other four (4) floating holidays from their supervisor who is designated as responsible for vacation approval. While each request will be considered on an individual basis, school-term employees will not normally be approved to take a floating holiday on student attendance days. If a-Supervisor does not approve an employee's request to use a floating holidays on the date(s) requested, the Supervisor will make every reasonable effort to find an alternate mutually-agreeable date.

12.3 Vacation

12.3.1 The San Francisco Unified School District (the District) provides annual vacations for all classified 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, dependent upon whether one is a Year Round or a School Term Employee.

Number of Years of Service	Vacation Leave for Year Round Employees
1 to 5 Years	.0385 x number of hours worked
After 5 to 15 Years	.0577 x number of hours worked
After 15 Years and over	.0770 x number of hours worked

Number of Years of Service	Vacation Leave for School Term Employees
1 to 5 Years	.0485 x number of hours worked
After 5 to 15 Years	.0728 x number of hours worked
After 15 Years	.0970 x number of hours worked

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

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

13.0 Leave of Absence

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

13.1.1 Leave requests must be approved by the department head or direct supervisor.

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

13.1.3 A temporary appointee is limited to a personal leave not to exceed one (1) month.

13.1.4 In the case of parental leave, a permanent employee may extend the leave up to an additional six (6) months, beyond leaves provided by law.

13.1.5 Witness and jury duty leave provisions shall be governed by Civil Service Commission rules.

13.2 Sick Leave With Pay

13.2.1 Unit members earn sick leave at a rate of 0.05 hours of leave per hour worked. Unused sick leave may be accumulated from year to year up to a maximum accumulation of one thousand forty (1040) hours.

13.2.2 No sick leave with pay is allowed during the first ninety (90) days of employment unless sick leave credits have been earned previously.

13.2.3 Unit members must notify their supervisor, as soon as possible, when they are unable to report for duty because of illness, and of their appropriate date of return to work. Sick leave protects loss of income while incapacitated.

Sick leave may be used for following reasons:

- a. Inability to work because of illness or injury, not job-incurred.
- b. Medical and dental appointments.
- c. Absence due to quarantine declared by the Department of Public Health or other authority.
- d. Death of an immediate family member or other relatives as defined in section 13.5.
- e. Absence due to pregnancy or convalescence period following childbirth.
- f. Illness or medical appointment of child or dependent adult. Absence because of the illness, injury, or medical or dental appointment of a biological or adopted child or child for whom the employee has parenting or child rearing responsibilities or because of the illness, injury, medical or dental appointment of a dependent adult.

13.2.4 An employee who is absent for more than five (5) consecutive working days, must submit a statement signed by a doctor, chiropractor, dentist, podiatrist, licensed clinical psychologist or Christian Science practitioner with information sufficient to certify the illness.

13.2.5 In cases of a pattern of alleged leave abuse, a departmental head may require an employee to furnish certification by one of the professionals specified in 13.2.4 for any amount of absence due to illness or require consultation with a District-approved doctor at District expense.

13.3 Illness During Vacation

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

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

13.4 Catastrophic Sick Leave Transfer Program

13.4.1 **Purpose** – The Catastrophic Sick Leave Transfer Program is a resource to provide relief to those classified employees represented by SEIU 1021 who have suffered catastrophic illness or injury. Catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family and requires the employee to take time off from work for an extended period of time to take care of that family member. In order to qualify for the catastro-phic sick leave transfer program:

13.4.1.1 All entitled sick leave and extended sick leave and/or any other paid time need to be exhausted prior to application for donated sick leave from the program.

13.4.1.2 The illness or injury must be certified by the attending physician who verifies that the illness or injury shall last for at least 30 days and totally incapacitates the employee (or their family member) from all work.

13.4.2 **Eligibility for Participation** – All classified members of the bargaining unit represented by SEIU 1021 shall be eligible to participate in the Catastrophic Sick Leave Transfer Program. Recipients are prohibited from working while on Catastrophic Leave.

13.4.2.1 Process

13.4.2.1.1 Recipient:

13.4.2.1.1.1 The recipient must have exhausted all paid leave to receive hours from the bank.

13.4.2.1.1.2 The recipient must apply for participation in the Catastrophic Sick Leave Transfer Program to the Union. Such application shall include medical reports certifying that the illness/injury is catastrophic as defined above.

13.4.2.1.1.3 SEIU shall be responsible for collecting donated time. Employees shall authorize donations in writing, signed, and dated. SEIU shall compile the list of donated time in order of donations received and a breakdown of how many sick leave and accrued and earned vacations hours members donated, SEIU shall then submit the list to the District along with supporting written authorizations.

13.4.2.1.1.4 A classified recipient may receive no more than the average or hourly scheduled number of hours worked daily times 100 from this bank per injury or illness.

13.4.2.1.2 The Union:

13.4.2.1.2.1 SEIU shall inform their membership on a case-by-case basis when the need for donated time arises.

13.4.2.1.2.2 Once the first-round list is received by the District, no more donations will be added. In the event more donations are needed, the process shall repeat itself.

13.4.2.1.3 The District:

13.4.2.1.3.1 The District will convert the donated hours to dollar amounts, based on the pay rate(s) of the donor worker(s). Thereafter, the District will deduct the designated sick leave and accrued and earned

vacation time from donors, according to the list, and credit it to the worker on leave, according to the pay rate of the worker on leave.

13.4.2.1.3.2 Donated hours utilized in the order received, two (2) hours at a time per donor on a rotating basis as needed. Donated accrued and earned vacation time from all donors shall be utilized first before any donated sick leave is used.

13.4.2.1.3.3 At the completion of the Catastrophic Leave, the District shall return to SEIU the original authorization forms that now indicate hours were used and unused per each donor. The Union will be responsible for sharing this balance with donor members.

13.5 Bereavement Leave

13.5.1 The purpose of Bereavement Leave utilization shall be for absence due to the death of a member of the bargaining unit member's family.

Family shall mean:

spouse or domestic partner, parents, parents of the domestic partner or parents-in-law, grandparents, step-parents, children of the unit member, adopted children of the unit member, step-children of the unit member, siblings of the unit member, sons-in-law and daughters-in-law of the unit member, grandchildren of the unit member, a child for who the employee has parenting responsibilities, aunt, uncle, or any relative of the bargaining unit member who lived in the immediate household of the bargaining unit member.

13.5.2 Such leave shall not exceed five (5) working days and shall be completed within three months of the death. A Unit Member shall be granted up to three (3) additional days bereavement leave, if travel beyond a 500 mile radius is required, in the event of the death of a member of their immediate family.

13.5.3 For absence because of the death of any other person to whom the employee may be reasonably deemed to owe respect; leave shall be for not more than one (1) working day; however two (2) additional working days; shall be granted if extended travel is required as a result of the person's death.

13.5.4 In alignment with California law, unit members are eligible for this leave if they have been employed for at least thirty (30) days prior to the commencement of the leave. The unit member, if requested within 30 days of the first day of the leave, shall provide documentation of the death of the family member.

13.6 Family Care and Medical Leave

The San Francisco Unified School District (the District) and SEIU, Local 1021 (the Union) acknowledge the obligation of the District to comply with the Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and the National Defense Authorization Act, as well as the rules and regulations implementing such laws. Information about applying for FMLA and CFRA leaves can be found on the SFUSD Intranet webpage.

13.6.1 For purposes of this section and consistent with current law, the term "parent" means biological, foster, in-law, or adoptive parent, a step-parent, or a legal guardian.

13.6.2 For the purposes of this section and consistent with current law, the term "child," means a biological, adopted, and foster child, a step-child, 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.

14.0 Work Assignments

The Union recognizes the Charter authority of the Superintendent in assigning employees under their direction. The following does not negate the authority of the Superintendent under the City Charter and Civil Service, 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.

14.1 The District, realizing staffing reductions could result in increased workload pressure upon employees, agrees to attempt to equitably distribute the workload among employees and any increased workload will be duly considered in performance evaluations and promotional interviews.

14.1.1 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.

14.2 The District will provide specifically requested information relating to staff levels and workload in a given department upon written request to the Head of Human Resources.

14.3 When requested by the Union, upon mutual agreement of the District, the District will perform a desk audit of positions and meet with the Union to evaluate options for classifications and workload adjustments.

14.4 When requested by the Union, the District and the Union will meet at reasonable intervals to evaluate strategies to increase recruitment and retention. Such strategies shall not include matters that are properly the subject of negotiations.

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

14.6 Training in new procedures and equipment will be provided in the normal course of business.

14.7 Employees who are required to perform work-related duties beyond their normal workday shall be compensated in accordance with section 5.5.9 (overtime) of this Agreement.

14.7.1 Advance notice will normally be given to an employee required to work overtime or extra time. Volunteers for such assignments will normally be sought, on a rotational seniority basis among qualified members in the department or site. The supervisor will make an effort to equalize overtime among volunteers on an annual basis. Employees shall work overtime and extra time assignments, but may be excused from this obligation at the discretion of the District.

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

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

14.10 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 their assigned hours.

14.11 An employee whose regularly assigned schedule and/or work hours is changed by the District will be given twenty one (21) calendar days' notice of such change. When any changes in regularly assigned schedules impacts more than 5 unit members, the union will be concurrently notified in advance of the change(s). Involuntary changes in regularly assigned schedules and/or work hours will be made on a reverse seniority basis. Permanent employees will have priority of assigned schedules over on-call as-needed employees. The District shall meet and confer with the Union upon request over the effects of any schedule changes.

14.12 Confidential Employee Work Assignments

The District shall notify the Union on or before July 15th 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 shall meet and confer with the Union.

14.13 Voluntary Reduced Work Week

14.13.1 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.

14.13.2 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.

15.0 Substitutes and As Needed Employees

15.1 The District shall maintain a current “as needed” employee list in order to provide a substitute pool to cover the positions of absent clerical and custodial employees. These “as needed” employees would be in addition to permanent employees who currently work as substitutes. The District shall budget \$300,000 per year with the express purpose of using these funds to maintain a substitute pool in the clerical and custodial divisions. These employees should not be utilized to fill permanent vacancies or long-term vacancies without replacements being added to said pool.

15.2 When assigning the foregoing substitutes, priority shall be given to elementary school sites to which only one clerk and one administrator have been assigned.

16.0 Clerical Provisions

16.1 Comfort Standards

A goal of the District is to provide working environments for unit members that are safe, healthy and avoid exposure to repetitive strain risks. The parties recognize the desirability for comfortable and ergonomically correct workstation standards for employees. Employees shall not be assigned to a location that is incompatible with their ergonomic accommodations.

16.2 Career Pathways and Promotional Provisions

Promotional preference will be given to internal candidates who:

- a. Have reached step 5 in their classification,
- b. Have at least two (2) recent performance evaluations (within three (3) years of any job application) with a minimum performance rating of “competent and effective”, and
- c. Meet the minimum qualifications of the position.

An employee who has not been evaluated within three (3) years of the application shall be deemed to have met the performance evaluation criterion set forth above unless there is disciplinary documentation in the personnel file regarding events within that time period.

16.2.1 Applicants meeting these criteria shall be interviewed for promotions and shall be prioritized for interviews and considerations for the position before any external candidates are interviewed.

For permanent civil service positions, interviews shall be conducted when the list reaches each internal applicant on the Civil Service list. If there are more than five (5) internal applicants meeting the criteria, at least those five (5) with the most years of permanent service to the district will be interviewed.

16.3 Clerical workers shall be provided with a written description of the work per site to be completed during their shift and when break periods are to occur. By mutual agreement between the supervisor and the employee break periods may be left to the discretion of the employee. Except where essential services will be impacted, the length of the unpaid lunch period shall always be left to the discretion of the worker, but shall not exceed one (1) hour.

16.4 In an on-going effort to improve employee skills and responsiveness to work-related functions the District and Union shall establish a committee composed of clerical staff to be determined by the Union and District representatives to create, update and maintain an SFUSD Clerical Staff Manual for guidance, forms and a directory of contacts to assist with functions in accordance with work performed by clerical staff - i.e. payroll, student attendance, work orders, certificated and classified substitute jobs, emergencies, pre-school bi-annual certifications, etc. This committee shall be formed no later than 30 days after ratification of this contract. This manual shall be available to all clerical staff in a common electronic format. The manual shall be reviewed and updated by members of the committee prior to the start of each school year as necessitated by changes in any District departments.

16.5 Training

A committee composed of clerical staff, to be determined by the Union, in conjunction with District representatives, shall be convened to assist with the planning of clerical training provided by the District

16.5.1 The selected committee will determine the annual schedule of said training, as well as the topics to be covered in advance of the start of each school year. A mandatory annual clerical training shall consist of a full day, in-person, scheduled to take place prior to the start of the school year. Additional training sessions will be scheduled during the course of the school year, and which may be offered in person, remotely, or with hybrid option. The full schedule shall be posted in relevant SFUSD employee announcements. Unit members may be released for up to 24 hours of clerical staff training. The District shall not unreasonably deny requests for release to attend training.

16.6 Job Duties

Clerical staff shall fulfill the duties outlined in the Civil Service job descriptions which apply to their specific classification (1424, 1426, and 1446 and all other Civil Service clerical job descriptions which may apply) and shall only be engaged in varied clerical work and job duties relative to office operations within the SFUSD.

The District will respond to Article 16.7 in its compensation proposal.

16.7 Laptop Computers

All clerks shall be issued a District standard laptop device. Sites may also purchase additional or alternative devices for their clerical staff.

16.8 Scheduling

Clerical staff will be paid for all hours worked in the performance of their duties for the District. In the event that clerical staff work outside the normal school year, and upon approval of their supervisor, they will be paid at their regular rate of pay with associated accruals and benefits for any such hours worked.

16.9 Differentiation of Job Duties

Upon ratification of this contract, given the expansion of all SFUSD elementary school sites to include TK programs, the District and the Union agree to meet and confer regarding any impacts related to the changes to job duties and requirements specifically for secretaries, clerks and other SEIU-represented administrative positions.

16.10 Parking Accommodations

The District shall allow time for clerical staff who do not qualify for Teacher/Staff parking permits to be able to move their vehicles during their assigned shift. This need shall not interfere with their duty free rest period(s).

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 their 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 once 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 Executive Director of Facilities Services or their designee 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 Executive Director of Facilities Services or their designee.

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.

17.2 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 In-Year Vacations for Custodians

17.4.1 The District shall provide up to 35 in-year vacations per year, exclusive of the blackout 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.

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

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

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

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

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

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

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

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

17.4.6 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.

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

17.4.8 Custodial vacations will generally not be approved during the following blackout periods:

- a. Two weeks before the last day of school
- b. The date the site administrators report for duty through two weeks after the first instructional day.

17.5 Annual Bidding Process for the Upcoming School Year

17.5.1 Every year, all known open positions for the upcoming school year shall be filled using a bidding process that includes three major steps:

- a. Building the List of Openings by Site,
- b. Submitting Choices, and
- c. Filling Open Positions.

At each step in the process, Custodial management shall provide packets of written information to all Custodial employees, which shall be made available in English, Chinese, Spanish, and Tagalog.

Employees will be notified of their assignment for the upcoming school year before the end of the current school year.

17.5.1.1 Building the List of Openings

17.5.1.2 Every spring Custodial management shall post a list of open biddable positions available.

17.5.1.3 The Bidding Packet shall include language to help employees understand some of the implications of participating in the bidding process.

For example:

- a. Employees who receive their new assignment via the bidding process shall be giving up their current year assignment.

- b. Employees shall receive their choice in seniority order.

17.5.1.4 Seniority List Sorted by Total Seniority

Custodial management shall send the Seniority List of all Custodial employees upon request.

17.5.1.5 List of Open (biddable) Positions

A position shall be considered open for bidding for the coming school year if:

- a. it is a new position;
- b. the regularly scheduled employee has indicated that they are not planning to work in Custodial in the coming school year; or
- c. there is no regularly scheduled employee in the position (including positions which were vacated during the school year and currently filled by temporarily assigned employees).

17.5.2 Submitting Choices

Custodial management shall provide all employees participating in the bidding process for the coming school year with a Bidding Form asking them to list their top choices and to return the Form within a two-week time frame.

17.5.2.1 The Bidding Form shall include the name of the school and the hours for all positions.

17.5.2.2 Each employee shall have the option of listing up to five choices in order of priority on the Bidding Form, and may include their current position as one of their choices.

17.5.3 Filling Open Positions

17.5.3.1 Positions shall be filled based on Seniority, and Custodial management shall make every effort to assign all employees to their highest ranked choice.

17.5.3.2. Custodial management shall create a list of employees who have submitted a Bidding Form and sorted it in order from highest to lowest seniority. If employees have the same seniority date, the last three digits of their social security number will be used as a tie-breaker with the three-digit number ranked the highest.

17.5.3.3 The employee ranked highest on the list noted above shall be assigned to their highest ranked choice with an opening. Then the next person on the list shall be assigned to their highest ranked choice with an opening, and this process shall be repeated until every employee's Bidding Form has been reviewed.

17.5.3.4 Employees who are not assigned to one of their choices via the foregoing process shall remain in their current assignment.

17.5.3.5 Before the end of the current school year, Custodial management shall notify all impacted employees of their new assignment.

17.2.3.6 Custodial management shall provide copies of the following to the Union:

- a. packets of written information sent to Custodial employees;
- b. a ranked list of employees who submitted a Bidding Form that is used to fill openings via the bidding process;

- c. a list of employees who did not get assigned to one of their choices via the bidding process;
- d. list of all assignment offers from the bidding process; and
- e. a list of each worker's bids.

17.6 Custodial Recycling and Other Duties

17.6.1 Custodians in the normal course of their duties will handle and remove from the classroom material already set aside for recycling; however, recycling and composting programs at District sites shall not be the work/responsibility of the custodian(s). Custodians will not be expected to sort compostable or recyclable items that have been placed in the trash.

17.7 Transporting of Furniture

Where it can be performed safely, a custodian may move furniture between rooms on a floor of the school, so long as they are provided with the appropriate equipment. When furniture needs to be moved between floors, between buildings, or if the custodians do not have the training or equipment to perform the work safely, a work order shall be placed by the supervisor to have warehouse workers perform the work.

17.8 Asbestos Safety

The District shall comply with the annual training requirements provided for in Asbestos Hazard Emergency Response Act of 1987 and Cal-OSHA Hazardous Communications.

17.9 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.

17.9.1 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.

17.9.2 Custodial Substitute Duties

If the department is unable to cover an absent custodian's entire shift, the custodial supervisor will provide a written abbreviated, prioritized run appropriate to the number of hours that will be performed. The department will maintain a file of these abbreviated runs for reference and efficient service and make them available for inspection by the Union.

17.10 Work Pursuant to a Permit

When a custodian works a shift pursuant to a facilities use permit, during the regular Monday through Friday workweek, the primary job of that custodian will be to serve the needs of the permitted activity. Additional assignments may be given to the custodian so long as they do not interfere with providing service to the permit holder.

When the SFUSD Real Estate office approves a permit assigned to a school site for either a school or an outside event/function, the assigned site custodian shall not be unreasonably burdened with extra work created by the event described in the permit.

In the event that custodial management determines that additional custodial work will be necessary due to the permit, overtime may be offered based on seniority.

Said additional work shall be first offered as overtime for sector custodians. This overtime shall be assigned via the sector seniority outlined in this agreement. Overtime opportunities will be offered to the sector custodians based on the sector overtime wheel. The corresponding sector Supervisor or Assistant Supervisor shall cover this work if all sector custodians decline the work.

If additional support is not available, the custodian shall adjust their daily duties to complete critical health and safety tasks and attend to the highest needs of the site as determined by custodial management.

17.10.1 When a custodian works a shift pursuant to a facilities use permit, the primary job of that custodian shall be to serve the needs of the permitted activity. Additional assignments may be given to the custodian so long as those activities do not interfere with providing service to the permit holder.

17.11 Custodial Supervisors' Workspaces

17.11.1 The District shall provide, through custodial services, one reporting site for both the custodial supervisor and assistant supervisor in each sector. This site can be located at either Toland or at a District site within their sector.

17.11.2 The District shall provide a current model desktop or laptop with wifi capabilities as well as a printer to be used during the working day at all custodial supervisor & assistant supervisor work locations.

17.12 Overtime Procedures

Once overtime is assigned by the manager/ management to the supervisor(s), the supervisor(s) shall assign overtime to employee(s) in their respective sector(s) (based on rotating seniority). The employee(s) shall work the overtime and then fill out the prescribed form (which may be either digital or hardcopy). The employee shall then submit (in digital or hardcopy) the overtime form within the same pay period worked to their supervisor. In the event a supervisor does not collect forms in a timely manner, the employee has the right to deliver the form personally to the custodial services office. The supervisor(s) shall then approve the overtime and submit (in digital or hardcopy) the form(s) to the manager for approval and processing. The overtime shall be paid within the same pay period but no later than two (2) pay periods from when the overtime was completed.

17.13 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. Should the District not update the custodial handbook in a timely manner, the terms of this contract shall supersede the version of the handbook currently in use.

18.0 Student Nutrition Services

18.1 Assignment

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

18.2 Bidding Process for Upcoming Semester (Spring, Summer, and Fall). For the purposes of bidding under this Article, Summer is considered a semester.

Every spring, summer, and fall, all known open positions for the upcoming semester will be filled using a bidding process that includes three major steps:

- a. Building the List of Openings by Site,
- b. Submitting Choices, and
- c. Filling Open Positions based on seniority.
- d. TEX will be allowed to bid at the end of the initial bidding cycle on any remaining open positions and will be allowed to be in that position until the next bidding cycle. NOTE: TEX will not have permanent rights to this position.

At each step in the process, Student Nutrition Services will provide packets of written information to SNS employees, which will be available in English, Chinese, and Spanish. Employees will be notified of their assignment for the upcoming school year before the end of the current school year.

18.2.1 Building the List of Openings

18.2.1.1 Every semester SNS will send a Bidding Survey to all Permanent Civil Service (PCS) SNS employees asking them to indicate their plans for the coming school year and to return it within a two-week time frame.

18.2.1.1.1 SNS employees will use the Bidding Survey to indicate whether they:

- a. will not be participating in the bidding process because they would like to stay in their current position for the upcoming semester;
- b. want to move to a different position via the bidding process for the upcoming semester; or
- c. are not planning to work in SNS in the upcoming semester and whose current position added to the list of openings for the bidding process.
- d. TEX will be allowed to bid at the end of the initial bidding cycle on any remaining open positions and will be allowed to be in that position until the next bidding cycle. NOTE: TEX will not have permanent rights to this position.

18.2.1.1.2 The Bidding Survey will include language to help employees understand some of the implications of participating in the bidding process.

For example:

- a. There is no guarantee that everyone will get one of their choices.
- b. Employees with higher seniority are more likely to get one of their choices than employees with lower seniority.
- c. Employees must submit the request form on time to be considered for the bidding process.
- d. How seniority is determined.

18.2.1.2 When a position has a change in hours

Employees working in a regularly scheduled position that will experience a change in hours for the coming school year will also receive a Notice of Schedule Change Form that describes the changes for the coming year, and they will be asked to fill out the form and return it to SNS management with the same two-week time frame as the Bidding Survey. By completing the Notice of Schedule Change Form SNS employees will indicate whether they are:

- (a) interested in keeping their current position with the new hours in the coming year, or
- (b) want the position with the new hours added to the list of openings for the coming year because they would like to move to a different position via the bidding process.

18.2.1.3 Seniority List Sorted by Total Seniority

SNS management will also send the Seniority List of all SNS employees. Employees with higher seniority will be more likely to get one of their choices than employees with lower seniority, so reviewing the Seniority List will help employees understand where they will be positioned in the bidding process. Employees who have any questions about their place on the Seniority List can follow-up with Human Resources. If errors are found in the Seniority List, a new list will be sent to employees before bidding is completed. TEX employees will be allowed to bid at the end of the initial bidding cycle for permanent employees on any remaining open positions and will be allowed to be in that position until the next bidding cycle. NOTE: TEX will not have permanent rights to this position.

18.2.1.4 Creation of Bidding List

SNS management will compile all the responses from the Bidding Survey and Notice of Schedule Change Form to create a list for the upcoming semester. Open positions will be identified as such on the bidding list if they are located at a Refresh site/ cooking kitchen (Middle/High school) or Heat & Serve site (Elementary, Middle, or High schools) location, or the position includes benefits. A position will be considered open for the upcoming semester if:

- (a) it is a new position;
- (b) the regularly scheduled employee has indicated that they are not planning to work in SNS or;
- (c) there is no regularly scheduled PCS employee in the position and/ or the position is filled by a TEX employee.
- (d) the position has been assigned on a temporary basis outside the semester bidding process according to 18.4.

18.2.1.5 Bidding Orientation

SNS management in partnership with the Union will host a voluntary Bidding Orientation Session(s) for any interested employees to learn about the bidding process.

18.2.1.5.1 The Bidding Orientation will review:

- a. bidding process
- b. how bidding process works including
 1. how to review the list of open positions
 2. how to submit Bidding Survey
 3. PCS seniority process

18.2.2 Submitting Choices

18.2.2.1 SNS management will provide all employees participating in the bidding process for the upcoming semester with the Bidding Form asking them to list their top choices and return it within a two-week time frame.

18.2.2.2 The Opening and Bidding Form will include the name of the school and the hours for all positions.

18.2.2.3 Each employee will have the option of listing up to five choices in order of priority on the Bidding Form, and may include their current position as one of their choices.

18.2.3 Filling Open Positions

18.2.3.1 Positions will be filled based first on PCS Seniority by PCS employees who bid, and then any remaining positions to be filled by newly-hired PCS employees and then will be offered to TEX who may bid in order based on their date of hire, and SNS management will make every effort to assign all employees to their highest ranked choice.

- a. The Union will designate a minimum of two (2) people who will act as observers of process

18.2.3.1.1 SNS management will create a list of employees who submitted the Bidding Form and sorted it in order from highest to lowest seniority. If employees have the same seniority date, the last three digits of their social security number will be used as a tie-breaker with the largest three-digit number ranked the highest.

18.2.3.1.2 The employee ranked highest on the list noted above will be assigned to their highest ranked choice with an opening. Then the next person on the list will be assigned to their highest ranked choice with an opening, and this process will be repeated until every employee's Bidding Form has been reviewed.

18.2.3.1.3 Employees who are not assigned to one of their choices via the foregoing process will be assigned to an unfilled opening based on seniority and proximity to home. The employee ranked highest on the seniority list will be assigned to the unfilled position that is closest to their home address. The employee with the next highest seniority will be assigned to the unfilled position that is closest to their home, and this process will be repeated until all openings are filled.

18.2.3.2 Before the end of the current semester SNS management will mail assignments for the upcoming school year to all employees, and will work directly with SNS employees to explore ways to address any concerns about their assignments.

18.2.3.3 SNS management will provide copies of the following to the Union:

- a. packets of written information sent to SNS employees;
- b. a ranked list of employees who submitted and Openings and Bidding Form that is used to fill openings via the bidding process;
- c. a list of employees who did not get assigned to one of their choices via the bidding process;
- d. list of all assignment offers from the bidding process; and
- e. a list of each worker's bids.

18.3 Employees will be notified of summer assignments at least ten (10) working days before the start of summer service.

18.3.1 Positions will be awarded based on seniority in a classification. If there are any 2616 positions remaining, 2615 employees will be allowed to fill those positions based on their seniority in the 2615 classification as long as they meet the minimum qualifications for the 2616 position.

18.4 Filling Openings Outside the Semester Bidding Process.

18.4.1 If a permanent position opens up during the school year, the opening will be considered a temporary assignment and will be considered an open position during the next Bidding Process in 18.2.1.4.

18.4.2 If additional hours are added to a position during the school year and the employee in that position does not want the additional hours, the additional hours will be filled as a temporary assignment and will be considered an open position during the next Bidding Process in 18.2.1.4 in the upcoming semester.

18.5 Temporary Assignment

Subject to the needs of SNS management as determined by the Director of SNS, any temporary change in assignment shall be based on seniority, with the temporary change of assignment, offered to PCS in seniority order. Said assignment will be made in writing to the employee and the Union, and shall include the starting and ending date.

18.6 Emergency Site Coverage

SNS will designate between 5-10 regularly assigned employees who will receive training to provide emergency site coverage, including expansion programs such as Breakfast in the Classroom, mobile carts, vending machine, bulk serving, etc. These employees will receive the same hours as their regular assignment, unless the emergency shift being covered is a longer shift. A 2615 Student Employee covering for a Lead 2616 Student Nutrition Employee will receive out of class pay. A 2616 covering for a 2616 will receive one and one half times the regular pay.

18.7 Access to Phones

Employees in all work locations shall be provided reasonable access to a land-line or mobile telephone or comparable means of communication for the conduct of District business, including the exchange of text or picture messages if required by the supervisor, and for use in the event of emergencies. Such usage shall not interfere with the transaction of Departmental business.

18.8 Care and Cleaning of Cafeteria

SNS workers are responsible for the care and cleaning of the cafeteria and service of all meals to students. Care and cleaning includes wiping down dining furniture and chairs, cleaning of student food sharing tables, disposing of leftover milk, maintaining posters and signage on the walls, cleaning of coolers and other preparation equipment and areas, and maintaining any trash enclosures.

These duties shall include breakfast, lunch and supper programs.

These duties do not include taking out trash bins, cleaning the floors, walls, or windows, except in the kitchen or preparation area. SNS workers will not be expected to sort compostable or recyclable items that have been placed in the trash.

Workers shall be provided with a written description of the work per site to be completed during their shift and when break periods are to occur.

18.9 Work During a Split Shift or At Multiple Sites

18.9.1 SNS workers with a split shift shall be entitled to a duty-free unpaid nonworking period. If an SNS worker is asked by their immediate supervisor to work during a duty-free, unpaid, nonworking period, they will be paid for all hours actually worked in minimum increments of fifteen (15) minutes. When an SNS worker is asked by their immediate supervisor to cover split shifts at multiple work sites in a day, SNS will calculate the travel time between sites and the employee will be paid for the travel time at their regular pay rate.

18.9.2 SNS employees whose position requires them to travel between sites during a work shift shall have their time spent in transit considered part of their work hours.

18.9.3 Employees travel expenses, either using personal vehicles or public transportation, when traveling to multiple work locations as part of their assigned duties will be reimbursed.

18.10 No Loss of Pay for Incumbents

“Incumbents in the classification” includes any employee working in any of the affected classification, irrespective of their status – e.g., temporary, service 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.

No incumbents, as defined herein, 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.

Any “incumbent” as described in this section currently paid above the top step of the 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.

18.11 Out of Class Pay for School Lunchroom Helper Assigned to Lead

If a 2615 School Lunchroom Helper is assigned to fill a 2616 Lead Student Nutrition Worker opening because there are not enough 2616's to fill all Lead Openings, the 2615 Lunchroom Helper's salary will be adjusted to include out of class pay for the duration of their assignment in a Lead role. The District shall provide 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. If an SNS employee is assigned to a higher classification, that employee shall be paid 5% out of class pay from the first day they are in the assignment.

18.12 In-Year Vacations for School-Term SNS Employees

18.12.1 The District may provide In-Year vacations for up to thirty-five (35) school-term employees per year as long as the operational needs of the district are not negatively impacted. Such vacations may not be taken during the two (2) weeks prior to the commencement, and the first eight (8) weeks of the student instructional year.

18.12.2 SNS employees shall submit a written request on a district form for an in-year vacation to their immediate supervisor at least two (2) weeks prior to the vacation dates requested.

18.12.3 In-year vacation request may be approved so long as the operational needs of the District are not adversely affected.

18.12.4 Approvals will be based on District seniority subject to section 18.12.5 below. Ties in seniority will be broken by the last three digits of the social security number.

18.12.5 After an eligible SNS employee has received an in-year vacation, he/she shall drop to the bottom of the seniority list if future requests for that school year are submitted.

18.12.6 No more than one (1) eligible SNS employee at any job site may be on an in-year vacation at any given time.

18.12.7 Nothing contained herein shall be construed to eliminate SNS employee vacations during recesses.

18.12.8 School-term SNS employees who work a summer assignment that does not allow for a break of at least ten (10) workdays between the end of the summer assignment and the commencement of the student instructional year may apply for a vacation during the blackout period as defined by 18.12.1

18.13 Training and Professional Development

18.13.1 External Training

Required tools and materials for culinary arts coursework will be reimbursed out of the tuition reimbursement fund pursuant to section 10.7 of this Agreement.

18.13.2 Internal Training

SNS will make an ongoing and concerted effort to train employees in the variety of duties performed by workers in their class. These efforts may include training sessions and work experience at a variety of sites and with a variety of programs.

18.14 Summer Assignments

Employees assigned to work during the summer shall receive, on a pro rata basis, not less than the compensation and benefits that are applicable to the classification of the summer assignment or service during the regular school year.

19.0 Health Workers

19.1 Adequate Work Space

The District shall provide an adequate space for Health Workers when they are assigned to work at school sites. An adequate space may be an office or an unused classroom. If an adequate safe space is not available, the Health Worker will notify their supervisor and site administrator in order to identify an adequate space for use at the school site or to determine if they can access a work space at one of the Student and Family Service division central office locations.

19.2 Computers and Printers

Student Health Services shall provide computers with WiFi capabilities and access to a printer for all Health Workers. If Health workers need to purchase any supplies these expenditures must be pre approved by their supervisor prior to purchasing any supplies.

19.3 Use of Personal Vehicle

Any Health Worker 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.

19.4 Health workers who use their cars shall be reimbursed for costs of a parking permit for use at school sites. Health workers who use public transportation for travel between assigned sites will be reimbursed for the cost of transit.

20.0 KALW Provisions

20.1 General Provisions

20.1.1 KALW employees shall not be assigned to perform work outside of the scope of their Job Descriptions.

20.1.2 Per Article 6, the District agrees to facilitate the transition of temporary KALW employees to permanent positions.

20.1.3 Except in temporary situations, the District and KALW management shall not utilize non-bargaining unit workers to perform bargaining unit work. Nor shall the District utilize automation, robotics or automated equipment to replace, displace, or reduce bargaining unit work. This article does not prohibit the use of automation or robotics in the workplace, as long as existing bargaining unit work is not reduced, eliminated, or otherwise impacted.

20.2 Work Schedule Changes

20.2.1 Because KALW employee positions do not have direct impact on student health, safety and essential school-related functions, the District shall give an employee whose regular work schedule and/or work hours is being changed, as well as the Union, 20 (twenty) work days notice of said change. When a change in regularly assigned schedules impacts more than 4 (four) unit members, the Union shall be concurrently notified in advance of the change.

20.2. Regularly assigned work schedules will be made on a seniority basis. Permanent employees will have priority of assigned schedules over on-call as-needed employees.

20.2.3 The District shall meet with the Union upon request to discuss and attempt to resolve any disputes over schedule changes.

20.3 Assignment of Available Fill-in work

20.3.1 For open work shifts available as a result of vacation, sick, release time, or leaves of absence, said shifts shall be assigned on a rotational basis. Said shifts shall be offered first to permanent part-time employees, second to provisional part-time employees, and third to as-needed employees. Where possible, KALW management will assign all available shifts on a rotating basis. Priority will be given to announcers on a seniority basis when filling any available shifts.

20.3.2 Where possible, KALW management will make best efforts to maintain a full roster of on-call announcers in addition to the permanent staff announcers. "Full Roster" is defined as an adequate number of announcers to cover all available on-air shifts.

20.4 At least twice per week, the following spot [audio announcement] shall be scheduled for on-air announcement on KALW during the morning or afternoon hours: "The announcing staff of KALW is represented by the Service Employees International Union, SEIU Local 1021."

21.0 Child Development Program Provisions

21.1 Filling of Vacancies

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

21.1.1 In the absence of a Civil Service list, temporary employees shall be offered any vacant regular assignment based on program needs and length of service date of hire. . All things being equal, length of service date of hire shall be the governing factor for such assignment.. Every Permanent Civil Service (PCS) employee shall have priority in being offered the opportunity to transfer in seniority order, followed by permanent exempt employees (PEX). Any employee who cannot be contacted by email, phone call or USPS mail for the period of five (5) working days after the first attempt to contact shall be considered to have waived the position.

21.1.2 Whether for transfer, or for as-needed positions for substitute temporary openings, these positions shall be filled based on program need and hire date.

21.2 Long Term Temporary Assignment

When the District assigns long-term additional “as-needed” hours (commonly referred to as “blue sheet” hours) to houseparents with regularly scheduled assignments, such additional hours assigned for at least 20 consecutive days will include applicable accruals and entitlements of sick leave, vacation, holidays and retirement contribution retroactive to the first day of such assignment.

21.3 The District will provide Houseparents and Assistant Houseparents with appropriate training, and any necessary Personal Protective Equipment, consistent with the duties in their job description. Houseparents or Assistant Houseparents, who have a good faith belief that a project to which they have been assigned presents health and/or safety risks beyond those normally associated with their classification, may request a review project assigned work by the District Safety Officer or their designee. Such a request shall not be unreasonably denied.

The SFUSD site Administration/Manager shall contact the proper San Francisco City and County department(s) to clean, disinfect and dispose of any and all hazardous waste/debris caused by any homeless shelter/encampments adjacent to, but not on, SFUSD property.

Employees will not be responsible for evicting trespassers camping on SFUSD property.

22.0 Library Technical Assistants

22.1 General Provisions

22.1.1 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. 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, meet and confer shall 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.

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

22.1.3 The Library Technicians shall be evaluated annually.

22.1.4 Library Technicians shall be eligible to attend pertinent classes, workshops and presentations posted to the District's master calendar.

22.1.5 Library Technicians vacancies shall be normally posted for 5 days and circulated in the SFUSD Employee Announcements.

23.0 Uniforms

23.1 Annual Funds for Employees Uniforms

The District shall allocate funds annually for the purpose of providing uniforms and safety shoes to warehouse workers, asbestos workers, window washers, custodial workers, and unit members working with duplication/reproduction equipment and EED houseparents and assistant houseparents. Said uniforms and shoes may not be worn or used for any purpose other than performing assigned District duties.

23.1.1 Asbestos Workers, Warehouse Workers, and Window Washers

The District shall allocate up to \$15,000 per year for the purpose of providing uniforms and safety shoes for warehouse workers, asbestos workers, and window washers.

23.1.2 Document Publishing and Distribution Center

The District shall allocate up to \$600 per year to 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.

23.1.3 Student Nutrition

The District shall allocate up to \$30,000 per year to provide shirts, smocks, aprons and non-skid shoe covers for student nutrition workers. Funds remaining in the allocation after these items have been purchased shall be spent on safety equipment; this may include shoes, tension mats, etc.

23.1.4 Houseparents

The District shall allocate up to \$10,000 per year to provide shirts, smocks, aprons and non-skid shoe covers for houseparents and assistant houseparents. Funds remaining in the allocation after these items have been purchased shall be spent on safety equipment; this may include shoes, tension mats, etc.

23.1.5 Custodial Workers

The District shall allocate \$200 per year to provide custodians with uniforms and shoes.

23.2 All workers supplied with uniforms shall be notified of the cost of replacement for an item. Workers shall not be held responsible to pay for lost or damaged uniforms should the District choose to use a uniform service company instead of purchasing the uniforms outright.

23.3 Uniform Review Committee

The Union and the District shall appoint representatives to serve on the committee that will make final recommendations regarding uniform based on their assessment of the needs of district workers. This committee shall meet within 60 days of ratification of this contract and one month prior to submitting requests for proposals thereafter.

24.0 No Strike/No Lock-Out

24.0 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 agrees that it shall not lockout any unit member during the term of this Agreement.

25.0 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.

25.1 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.

25.1.1 A grievance shall be a claimed violation, misinterpretation, or inequitable application of the terms and conditions of this agreement.

25.1.2 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.

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

25.1.4 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.

25.1.5 All grievances shall commence at the informal step (25.2.1), except if a grievance arises from the action of an authority higher than the employee's site supervisor, the grievance may be filed at step 2 of the grievance procedure within the timeline set forth in section 25.2.2.2. Grievances regarding a discharge or suspension of five days or more under article 31-Discipline & Dismissal may be filed initially at Step 3 of the grievance process under this Article.

25.2 Grievance Procedure Steps

25.2.1 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.

25.2.2 Step One

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

25.2.2.2 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 or the department supervisor and the Labor Relations Office.

25.2.2.3 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 or the department 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.

25.2.2.4 The site supervisor or the department 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.

25.2.2.5 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.

25.2.3 Step Two

25.2.3.1 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.

25.2.3.2 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.

25.2.3.3 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.

25.2.3.4 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.

25.2.4 Step Three

25.2.4.1 Within fifteen (15) working days of receipt of the decision at Step II, or of receipt of the decision by the Superintendent to sustain a discharge or suspension following a Skelly hearing under Article 31-Discipline & Dismissal, a written request shall be submitted to the Labor Relations Office that the grievance be heard and resolved by an arbitrator.

Mediation: Following the notice to initiate arbitration, the grievance may be submitted concurrently to mediation by mutual agreement of the Union and the District. In such a case, the parties agree to use the State Mediation and Conciliation Service and its procedures. Once appointed, the mediator and the parties shall mutually agree upon a date for mediation and will endeavor to resolve the grievance(s) at that meeting. If mediation is unsuccessful, the arbitration will proceed according to this Section. The Union and District may agree to schedule mediation for several grievances and not just on a case by case basis.

25.2.4.2 The arbitrator shall be selected by mutual agreement between the grievant, or their representative, and the Labor Relations Representative. If the grievant, or their 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 their representative, and the Labor Relations Representative shall then 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.

25.2.4.3 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.

25.2.4.4 The District and Union will make every effort to schedule the arbitration hearing as soon as practicable. The District and the Union must commence selecting the arbitrator and scheduling the arbitration within 90 ninety calendar days of Labor Relation's receipt of the Union arbitration request. The parties agree to recommend to the selected arbitrator that the hearing be scheduled within 90 ninety calendar days of the arbitrator's selection.

25.2.4.5 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.

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

25.2.4.7 The arbitrator's authority shall be limited to a decision, based on submitted facts and applicable law, of whether the District has violated the terms and conditions set forth in this Agreement. Further the arbitrator shall have no power to decide any issue not submitted, nor add to, subtract from, or modify the term of this agreement.

The grievance procedure may not be utilized to challenge or change Board of Education policies and administrative regulations, and the arbitrator shall have no jurisdiction to consider or act upon such challenges, except insofar as such policies and administrative regulations are specifically incorporated in this Agreement.

25.2.4.8 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.

25.2.5 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, except where the parties agree in writing to an extension. Failure of the District to respond within the time limit in any step shall permit the grievance to be advanced to the next step of this procedure within the time allotted had the decision been given.

The District and the Union agree that 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.

26.0 Employee Protection

26.1 Assault or Threat of Harm

An employee who is physically attacked, verbally assaulted and/or threatened with bodily harm on district property or assignment shall immediately notify the appropriate site administrator and may contact appropriate authorities.

26.1.1 The site administrator shall immediately notify the proper authorities and take immediate action and every precaution to ensure the safety of the employee in the performance of their assigned duties.

26.1.2 Employees shall be provided training and Personal Protective Equipment in order to clean up debris caused by any homeless encampments of any person living or setting up shelters on SFUSD district sites.

The SFUSD sites Administration/Manager shall contact the proper San Francisco City and County department(s) to clean, disinfect and dispose of any and all hazardous waste/debris caused by any homeless shelter / encampments adjacent, but not on, SFUSD property.

Employees will not be responsible for evicting trespassers camping on SFUSD property.

26.1.3 The District will make every effort to reduce the risk of retaliatory action that may result from reporting an assault.

26.2 Accidental Injury and Workplace Hazards

26.2.1 The District acknowledges its responsibility to provide a safe and healthful work environment for District employees. The District agrees to investigate and give consideration to departmental recommendations to improve the working environment for represented employees. The District agrees to maintain safety standards for represented employees as required by the pertinent provisions of Cal-OSHA.

26.2.2 In case of an accident on the job, the District shall make available the necessary accident reports and provide assistance in completing the correct 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.

26.2.3 Employees will not be required or permitted to violate posted restricted areas that may result in exposure to hazardous materials or personal risk beyond that included in their job description.

26.2.4 If a bargaining unit member has a good faith belief that a project to which they have been assigned presents health and/or safety risks beyond those normally associated with their classification, said unit member may request a review of the project or assigned work by the District Safety Officer or their designee. Such a request shall not be unreasonably denied.

26.2.5 Material Safety Data sheets and hazardous materials surveys shall be available and accessible for inspection by employees, and their Union Representative.

26.3 An employee who is assigned to be a member of the Emergency Response Team in accordance with the District or Site Emergency Preparedness Plan(s) shall receive a copy of the Plan(s) to review their assigned duties. Such employees shall receive training on implementation of the Plan(s) within 30 days of the start of the school semester and updated as needed.

26.4 Health Services Guidelines for Infectious Diseases

Current copies of the Health Service Guidelines for Infectious Diseases will be available in all schools and facilities.

26.5 Within ninety days of ratification of this Agreement, the District and the Union shall establish a Union Labor-Management Safety Committee designed to jointly:

- Investigate ways to minimize job related injuries/illness, including such issues related to computer use;
- Propose relevant training for District employees;
- Propose changes to facilities, technology, and design to improve safety;
- Propose ways to reduce employee health risks associated with prolonged use of computers.

26.6 Computer Equipment Working Conditions

26.6.1 The District and the Union agree that employees working on computer equipment shall have safe and healthy work environments. The District shall provide ergonomic evaluations to prevent ongoing discomfort, which may include education on how to work safely and recommended adjustments/modifications to an employee's workstation.

26.6.2 The District shall provide hand sanitizer and disinfectant wipes upon request.

27.0 Parent Conferences

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

27.1.1 Release Time for IEP meetings

With supporting documentation that the conference cannot be scheduled outside their work hours, bargaining unit members who have children enrolled in non-SFUSD schools will have sufficient release time without loss of pay to attend IEP conferences called by their child's school.

Bargaining unit members who have children enrolled in SFUSD schools will have the right to flexibly schedule IEP conferences outside of their work hours.

28.0 Probationary Periods

28.1 All permanent appointees shall serve a six month probationary period. This period shall be calculated as six (6) months after the date of hire, and excludes any time off for leave, vacation, other types of time off (not including legal holidays), or overtime. Other exception include:

- 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 shall serve a three (3) month probationary period;

28.1.1 An employee who is appointed to a permanent position shall have their probationary period reduced by the time served by that employee in the same classification in the same department, but all such probationary periods shall not exceed 45 days.

28.1.2 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.

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

28.1.4 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.

28.1.5 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.

28.1.6 A current regularly scheduled provisional employee who receives a permanent appointment in his or her class in another department shall have their probationary period reduced by the time served by that employee in the same classification, but all such probationary periods shall not exceed three (3) months.

28.1.7 A probationary period may be extended by mutual agreement, in writing, between the Union and the District. During the extended probationary period, a performance review between the employee and their supervisor shall be scheduled half way through the extended probation period in order to determine areas of concern, if applicable.

28.1.8 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.

29.0 Furlough

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

30.0 Layoffs

Layoffs shall be in 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.

30.1 Reason of Layoff

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

30.2 Notice of Layoff

30.2.1 Any layoffs of permanent employees, or release of temporary employees for lack of work or lack of funds in a classification for which there has not been a civil service test in the preceding three (3) years, shall take place upon thirty (30) days written notice to the Union and the affected employees. The District will make every effort to provide such notice not less than forty-five (45) days prior to the effective date of the layoff.

30.2.2 While temporary employees will normally receive a thirty (30) day notice, in situations of financial urgency declared by a vote of the Board of Education, no advance notice of release to said employees shall be required.

30.2.3 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 their displacement rights, if any, and reemployment rights.

30.2.4 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.

30.2.5 The unit member's immediate supervisor will give notices of layoff in a professional, courteous and confidential manner.

30.2.6. Prior to any layoff, the District shall upon written request meet and confer with the Union over the impact of the layoff.

30.3 Notification of Reemployment

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

30.4 Holiday Pay for Employees Laid Off

An employee who is laid off at the close of business the day before a holiday who has worked not less than five (5) immediately previous consecutive work days shall be paid for the holiday.

31.0 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 the illegal use, possession or intent to distribute controlled substances which would be a violation of the law in California, or of any crime involving moral turpitude.
6. Possession of, or ingesting, or being under the influence of alcohol, or a controlled substance (including prescription drugs where unreported) which could impact the safety of the employee or others on District property or while performing services for the District.
7. Evident unfitness for service with children.
8. Physical or mental incapacity to perform adequately on the job.

31.1 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 reasonably related to the nature of the offense.

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

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

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

31.1.3 The immediate supervisor will provide the unit member with a follow up written notice of communication (e.g., email) confirming the verbal reprimand. This communication shall not be placed in the employee's personnel file unless it is later attached to a written reprimand or notice of suspension as set forth in this Article.

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

31.1.5 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.

31.1.6 Any initial suspension of a unit member pending a disciplinary hearing shall be with pay. The member and their representative shall not unreasonably delay the date of the hearing.

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

31.1.8 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.

31.1.9 Within three (3) workdays, the District shall hold an informal hearing as described in Section 31.2.1 and serve on the employee a written notice of discipline and notice of right to a formal hearing in accordance with this Article.

31.1.10 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.

31.1.11 Employees have the right to Union Representation at any meeting. The Employee reasonably believes may lead to discipline. Upon such request an Employee must be represented.

31.2 Disciplinary Procedure

31.2.1 Informal Hearing

By mutual agreement, an employee against whom disciplinary action is being recommended may meet with the Superintendent or their 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 meeting by a representative of their choice.

31.2.2 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.

31.2.3 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.

31.2.4 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.

31.2.5 No disciplinary action shall be taken 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.

31.2.6 The employee may, upon request, have copies of materials upon which the charges are based, subject to confidentiality and privacy rights to the extent required by law.

31.2.7 Right to a Hearing

The Unit member may request a hearing in writing either by email, United States Postal Service (USPS) mail or personal delivery within five (5) workdays after service of the statement of 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.

31.2.8 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.

31.3 Skelly Rights

An employee subject to suspension for five or more days or discharge, shall be entitled, prior to the imposition of that discipline or discharge, to a right to respond, and to the following:

- a. A notice of the proposed action; and
- b. The reasons for the proposed discipline; and

- c. A copy of the charges and the materials upon which the action is based; and
- d. The right to respond, either orally or in writing., to allegations.

Skelly meetings shall be presided over by a management representative who is not directly connected to the investigation or resulting discipline.

31.3.1 The employee may be represented at the hearing by a representative of their choice.

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

31.3.3 The decision of the Superintendent or designee shall be submitted to the governing board for action unless the matter is grieved.

31.3.4 A grievance challenging the decision of the Superintendent or designee following : the Skelly meeting may be filed directly at Step Three under Article 25 - Grievance Procedures.

31.5 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.

32.0 Insurability

32.1 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 owner's 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)

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

32.2 Discipline/discharge due to ineligibility

a. As long as the efficiency of District operation is not impaired, a permanent unit member who has their license suspended shall be transferred to an available assignment in their 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 32.2.1 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 their 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 32.2.1 below.

c. A permanent unit member who has their license revoked by California Department of Motor Vehicles shall be subject to separation from District service, as provided for in Article 32.2.1 below.

32.2.1 Special Employment Status

a. However, prior to any dismissal action contemplated in 302.2a, 30.2b and 302.2c 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 their own transportation arrangement in order to properly fulfill District duties.

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

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

d. If the service is corrected, the deferral process described in Article 32.2.1a 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 their vehicle operator's license has been reinstated by the California Department of Motor Vehicles or that they has become eligible for the District's standard vehicle insurance coverage, the unit member shall be reinstated to the first vacant position in their classification; or re-employed by the District in place of any of its temporary or as needed employees in said class. Upon completion of said 36 month period, if the unit member has not been reinstated or re-employed, as provided for herein, they shall be dismissed from District service.

33.0 Charter School Notification Requirements

Current charter schools: By June 1st of each year, the District shall 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 shall specify the charter expiration date.

No later than three months before the charter expiration date, the District shall 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 shall 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.

34.0 Commuter Benefit Program

34.1 The District shall make available to bargaining unit members participation in the District's commuter program.

34.2 The District shall seek out transportation options that free unit members from reliance on fossil fuel vehicles, including vehicle and bicycle sharing options, and notify members of those opportunities in SFUSD Employee Announcements.

35.0 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.

36.0 Right to Privacy

Employees subject to this Agreement shall have a reasonable expectation of privacy and to be secure from unreasonable searches and seizures of the employee's person and personal effects such as a bag or purse. Employees should not have a reasonable expectation of privacy in their work areas. (for example but not limited to: personal file cabinets, desks, cubbies and lockers,) to the extent provided by law.


This article is not subject to the grievance process.

37.0 Right to Privacy Additional Part-Time Employment

Employees covered by this agreement are permitted to obtain outside employment, or provide services as an independent contractor, as long as the employee complies with the District's policy on Nonschool Employment and Incompatible Activities [Board Policy 4136, 4236, 4336] and applicable Civil Service Rules.

Signatures

SAN FRANCISCO UNIFIED SCHOOL DISTRICT



Dr. Rosa E. Coronado (Jul 29, 2024 11:25 PDT)

Dr. Rosa E. Coronado
Interim Labor Relations Officer



Christine Coleman (Jul 29, 2024 14:53 PDT)

Christine Coleman
Director Labor Relations

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021



Antonae Robertson (Jul 30, 2024 17:34 PDT)

Antonae Robertson
Interim President



Shellie Wiener (Jul 30, 2024 17:34 PDT)

Shellie Wiener
Secretary



Jennifer Pon (Jul 29, 2024 11:28 PDT)

Jennifer Pon
Treasurer



Letizia Zamudio (Jul 31, 2024 10:25 PDT)

Letizia Zamudio
Field Representative

Appendix A – Salary Schedules