

Side Letter on Labor-Management Committee Work for the 2023-2024 School Year
Tentative Agreement

The parties agree that the Labor-Management Committee will meet as regularly as necessary to address the following outstanding issues during the 2023-2024 school year:

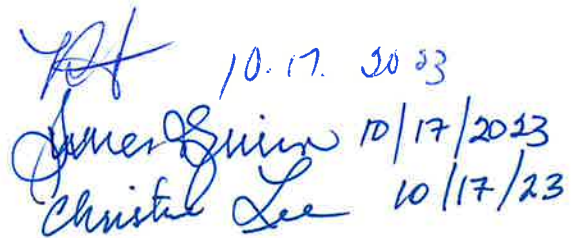
- To fix and streamline the process for tracking and administering the Catastrophic Sick Leave donation program.
- **To discuss and review potential dental and orthodontia plan options for Open Enrollment 2024.** The District agrees to work with its brokers to offer “buy-up” dental and orthodontia plan options **and intends to** offer additional plans with more generous benefits that employees can purchase for an additional monthly contribution.
- To **discuss and provide recommendations for the** scheduling and use of floating holidays.
- To confirm the District has notified principals and other managers that House Parents and Assistant House Parents are not expected to clean up debris, waste, garbage, or other damage from homeless encampments on or near school sites.
- To confirm the District has notified principals and other managers that clerks and secretaries are not expected to conduct financial transactions or carry cash for the District.
- **To discuss ways to improve and prioritize SEIU unit members’ access to future affordable housing projects.**
- ~~The District agrees to work with SEIU to develop and distribute a survey to SEIU unit members to determine the needs for affordable housing for the SEIU bargaining unit.~~
- ~~The District agrees to continue involving SEIU Local 1021 in the planning and implementation of any capital bond projects developed during the term of this Agreement, and agrees to meet and confer about any matters related to bonds that are within the scope of representation.~~

The parties agree to meet and confer about whether any of the above topics that are not resolved in this school year will be added to reopener bargaining for the 2024-2025 school year.

For SEIU Local 1021:



For SFUSD:



NG
SFUSD-85410

SFUSD TO SEIU - Art. 1 Recognition

Date April 6, 2023

Time: 290

AMENDED

FAD

Article 1.0 - Recognition

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
- 2654 - Cook
- 7219 - Maintenance Scheduler
- 7268 - Window Cleaner Supervisor
- 9977 - Parent and Community Coordinator (aka Enrollment Counselor)

1.1.2

~~Any new or amended classification or reclassification not claimed by another Union and related to SEIU represented classes shall be automatically assigned to a bargaining unit represented by SEIU. The Union will be notified within seven (7) calendar days of any such assignments.~~

1.1.3

~~Whenever a new class is created by the Department of Human Resources which is the result of consolidation or splitting off of one or more former classes, and in those instances when the duties and responsibilities of the new class(es) are the same or similar to those of the former class(es), then the bargaining unit assignment and representation shall continue to be the same as for the former class(es) without notice and appeal procedures required by the Civil Service Commission Rule and provisions of the San Francisco Administrative Code.~~

1.1.4

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.

1.1.5

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.

1.1.6

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.

SEIU Local 1021 & SFUSD
October 17, 2023
Article 2—Term of Agreement

~~Time:~~ *Tentative 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 durations 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 negotiate 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.

RA
Rafael Fong

[Signature] 10/17/23
Juan Gomez 10/17/2023
[Signature] *Christa Lee* 10/17/23

SEIU Local 1021 & SFUSD

Extension of Agreement

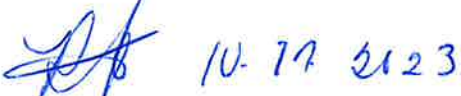


October 17, 2023

The parties agree to extend the 2017-2020 contract to expire on June 30, 2022.

SEIU Local 1021:


Rafael Acuna

SFUSD:


10-17-2023

10/17/2023

Christine Lee 10/17/23

District new language in Underline and Bold

SFUSD & SEIU Local 1021 Article 3

Tentative Agreement

Date: 9/5/2023

Time: 1 pm

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); or
- 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

Date: May 18, 2023

Tentative Agreement

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 60 (sixty) days of the effective date of this agreement, the District agrees to make every effort to administer examinations for all covered classification 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 twenty (20) hours per week

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

6.3.2 - Employees working between twenty (20) and thirty (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 thirty (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 shall 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 shall 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 as of 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:

SFUSD TO SEIU

Date Dec. 1, 2022

TA

Time: 2:10
Article 7.0

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
(1) were obtained prior to the employment of the person involved, or
(2) were prepared by identifiable examination committee members, or
(3) were obtained in connection with a promotional examination.

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

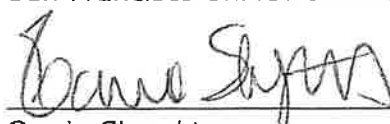
7.2 Other than formal evaluations, derogatory materials in a personnel file that are at least three (3) years old, and where there has been no repeated incident(s) of the problem(s) that gave rise to such materials during said time period, shall be placed in a sealed envelope. Said sealed material shall 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.

San Francisco Unified School District

Service Employees International Union



Carrie Slaughter
Director Labor Relations



Joel Hill
Lead Negotiator

SFUSD to SEIU Art. 8 Union Security

T*

Date: 12/15/22

Time: _____

Changes underlined

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 programs 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 Comma Separated Value (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 ~~120~~ ninety calendar (90) 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

SFUSD to SEIU Art. 8 Union Security

TA

Date: 12/15/22

Time: _____

Changes underlined

- 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
- Dep't. 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 either Union dues.

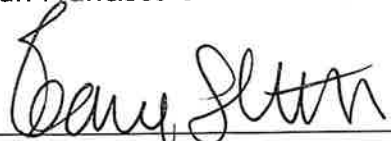
8.5 Lists provided in Section 8.2 through 8.4 shall be in a format mutually agreed by the Union and the District.

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.

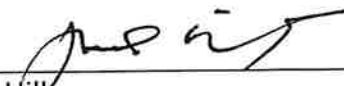
8.7 The District agrees to maintain the Union rights to payroll deduction and maintenance of membership.

San Francisco Unified School District

Service International Employees Union



Carrie Slaughter
Director Labor Relations



Joel Hill
Lead Negotiator

12/15/22

12/15/22

SFUSD & SEIU Article 9 – Union rights

May 4, 2023

Tentative Agreement

District's New Language in Red
Union's Accepted Language in Bold Black

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~~ department, in areas frequented by employees.

9.2 - District Mail **and District eMail**

9.2.1 - The Union may use the District mail service 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 SEIU-represented employees 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 school site administrator that they will be accessing the work site.**

9.4 - Union officers or their designees 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 Union officers or their designees and Union Representatives.

9.8.6 - 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 unreasonably be withheld.

9.9 - Release Time for Union Officer(s)/Shop Stewards

Designated Union officer(s) 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 ~~two (2)~~ **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 lists 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 and 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:

SFUSD & SEIU Art. 10 Career Development and Training

Date: 10.12.23

Tentative Agreement

Union's new language is in purple
District new language in red
Accepted language in Black bold
Accepted struck language is deleted

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 supports 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 Trainings 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 **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.

\$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.

10.6.4 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 shall 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 shall be included in this section if applicable.


10.8 - City University of San Francisco

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

For SEIU Local 1021:


Rafael Ruiz
10/13/2023

For SFUSD:

 10.13.2023

SFUSD & SEIU Local 1021 – Article 12 – HOLIDAYS & VACATIONS

Date: October 17, 2023

Tentative Agreement

Article 12

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
- Martin Luther King Jr. Day
- Presidents' Day
- Memorial Day
- Juneteenth

12.1.1 Regular employees of the District who are not normally assigned to duty during the Winter Recess period shall be paid for the December 25 and/or January 1 holidays provided they were in paid status the day before or the day after said recess.

12.2 Paid Floating Holidays

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) of their 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.**

SFUSD & SEIU – Article 13 – LEAVE OF ABSENCE
TENTATIVE AGREEMENT

Date: October 16, 2023

Time: _____

Article 13

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 ~~All employees~~ **Unit members** earn sick leave at a rate of 0.05 hours of leave per hour worked. ~~Employees who work year-round earn the equivalent of thirteen (13) working days per year (104 hours). Full-time employees who work school term earn a variable number of hours based on the SFUSD approved work calendar. Employees who work less than an eight (8) hour day shall earn at the same rate but the number of hours received shall be commensurate with their work schedule.~~ Unused sick leave may be accumulated from year to year up to a maximum accumulation of ~~one hundred and thirty (130) 8-hour work days (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. ~~Employees~~ **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:

- **Inability to work because of illness or injury, not job-incurred.**
- **Medical and dental appointments.**
- **Absence due to quarantine declared by the Department of Public Health or other authority.**

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.

~~13.4.2.1.2 Catastrophic Sick Leave Bank — The Union and the District agree to establish a Catastrophic Sick Leave Bank which incorporates the following points:~~

~~13.4.2.1.2.1 Participation shall be voluntary for all SEIU members covered by this collective bargaining agreement. Employees shall authorize donations in writing, signed and dated.~~

~~13.4.2.1.2.2 The two (2) open enrollment periods shall be from the first day of school through October 10, and from February 14 through March 15. An exception shall be made for donations that are made to a specific individual (see 13.4.2.1.2.7). Donations that are made for a specific individual may be made at any time during the school year.~~

~~13.4.2.1.2.3 Every SEIU member shall be eligible to make a donation to a specific individual.~~

~~13.4.2.1.2.4 Any unused donations made to specific individuals revert to the Catastrophic Sick Leave Bank and shall then become available for use by any SEIU member.~~

~~13.4.2.1.3 The Union and the District shall establish, within 30 days of ratification of the CBA, a Governing Committee which shall oversee the operation of the Sick Leave Bank. Administrative procedures shall be the responsibility of the Sick Leave Bank's Governing Committee (hereafter referred to as "the Committee").~~

~~13.4.2.1.3.1 The Committee shall be comprised of no more than four (4) members appointed by SEIU, and 1) up to 2 members appointed by the District.~~

~~13.4.2.1.3.2 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 vacation hours members wish to donate, SEIU shall then submit the list to the District along with supporting written authorizations. **The Union shall be responsible for collecting donated time. SEIU** ~~The Union shall compile the list of donated time including a breakdown of how many sick leave and vacation hours members wish to donate. SEIU shall then submit the list to the District's designee for the sick bank. The District shall notify the Union each time a designee is selected, and provide the union with the designee's name and contact information, and position and department within the District.~~~~

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

~~arrangement is mutually agreed to by the employee and supervisor; however, two (2) additional working days shall be granted if extended travel is required as a result of the death.~~

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 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, the California Family Rights Act, 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 stepparent, 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, or foster child, a stepchild, a legal ward, or a child of an employee standing in loco parentis who is either under eighteen (18) years of age or an adult dependent child.


~~13.7 Quarantine Leave and Isolation~~

~~No salary or sick leave deduction shall be made for any absence due to a contagious disease, and upon medical verification from the member's medical provider, for which isolation or quarantine is usually mandated, for the normal period of isolation or quarantine.~~

13.8 Menstrual Leave

~~No salary or sick leave deduction shall be made for absence due to debilitating menstrual pain. The District may verify via a doctor's note that the member experiences severe menstrual pain.~~

For SEIU Local 1021

 10/17/23
Rafael Paez 10/17/23

For SFUSD


10.16.2023

SEIU to SFUSD – Counter to Article 14 – Assignments

Date: 4/27/23

Time:

District's new language is in Red

Union's new language is in Purple

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 Chief 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. Permanent employees shall have priority over on-call as-needed employees. Offers for said assignments will be made first to permanent employees. The supervisor will

TENTATIVE AGREEMENT – Article 16 – CLERICAL PROVISIONS

October 4, 2023

Time: 2:22 PM

Article 16

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 shall be given to internal candidates who:

- have reached 'Step 5' in their classification,
- 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 meet the minimum qualifications of the position.

An employee who has not been evaluated within three (3) years of the position 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 shall 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 shall 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.

SFUSD to SEIU – Counter to Article 17 – Custodial Positions

TA

Date: May 4, 2023

Time: 2:16 am

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 shall 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 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 shall be the governing factor.

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

17.2 - Temporary Changes

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

17.3 - Reporting Time

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

17.4 - In-Year Vacations for Custodians

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 an 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.

17.9.2 Substitute Custodial Duties

If the department is unable to cover an absent custodian's entire shift, the custodial supervisor shall provide a written, abbreviated, prioritized run appropriate to the number of hours that shall be covered. The department shall 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

**SEIU & SFUSD
Tentative Agreement
Date: June 1, 2023**

18.0 Student Nutrition Services

18.1 Assignment

Any changes in hours or site assignments for Student Nutrition Service (SNS) 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 upcoming semester 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 will be 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.

A position will be considered open for the upcoming semester if:

- (a) it is a new position; or
- (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 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.

18.3.1.2 If a 2615 is assigned to a 2616 Lead Position, that employee shall be paid out of class pay per Article 18.11 from the first day they are assigned to a 2616 lead 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 a semester and the employee in that position does not want the additional hours, the additional hours shall 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 any temporary change in assignment shall be based on seniority only, with the temporary change offered to PCS in seniority order, and then assigned to PCS in reverse 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 management 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 Nutrition 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 landline 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 table, 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.

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 requests 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 earn applicable accruals for hours worked that are applicable to the classification of the summer assignment or service during the regular school year.

For SEIU:


6/1/23

For SFUSD:


6/1/23

SFUSD TO SEIU

Article 19 - Health Workers

Date: May 4, 2023

Time: 2:25

Article 19.0

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.

 5/4/23
For the Union Date

 5/4/23
For the District Date

Rafael Pineda 5/4/23

SFUSD & SEIU – Article 21 – CHILD DEVELOPMENT PROGRAM

Tentative Agreement

October 17, 2023

Article 21

21.0 Child Development Program Provisions

21.1 Filling of Vacancies

Any vacancies for 2672–Assistant Houseparent, or 2674–Houseparent, shall be posted at 20 Cook Street and at every Child Development 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 date of hire. All things being equal, 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 or assistant houseparents with regularly scheduled assignments, such additional hours assigned for at least 20 consecutive days shall 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. ~~CalOSHA standards for any hazardous materials they may encounter and be given any necessary Personal Protective Equipment by the District.~~ 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 of the project or assigned work by the District Safety Officer or their designee. Such a request shall not be unreasonably denied, ~~and the Houseparent or Assistant Houseparent will not be required to perform the assignment until the safety review is completed.~~**

SFUSD to SEIU – Article 22 – Library Technical Assistants

SFUSD → SEIU
M

Date: 4/27/23

Time: 208

TA

20-22.0 Library Technical Assistants

20-22 General Provisions

20-22.1.1 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.

20-22.1.2 Library Technical Assistants shall not be assigned to perform work outside of the scope of their Job Descriptions.

20-22.1.3 The Library Technicians shall be evaluated annually.

20-22.1.4 Library Technicians shall be eligible to attend pertinent classes, workshops and presentations **posted to** the District's master calendar.

20-22.1.5 Library Technicians vacancies shall be normally posted for a **minimum of 5 days** and circulated in the **OASIS**. - SFUSD Employee Announcements (NA)

[Signature] 4/27/23
For the District Date

[Signature] 4/27/23
For the Union Date
Rafael Peirce 4/27/23

SFUSD & SEIU – Article 23 – UNIFORMS

May 11, 2023

Tentative Agreement

Districts New Language in Red
Union's New Language in Purple

Article 23 - Uniforms

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, 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 \$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 \$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 ~~\$285~~ ~~\$162~~ ~~\$250~~ \$200 per year per custodial worker 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 uniforms 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.

For SEIU:

Rafael Pineda
5/11/23

For SFUSD:

Lanni Sutton
11 May '23

SEIU & SFUSD

Tentative Agreement

Counter to Article 25 – Grievance Procedures

May 25, 2023

District new language in bold underline

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. - 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.

5.2 - 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

25.2.4.1 - 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 shall make every reasonable effort to schedule the arbitration hearing as soon as practicable. ~~If, and after, the parties agree to arbitrate~~ The District and the Union must commence selecting the arbitrator and scheduling the arbitration ~~in a timely manner after~~ within ~~30 (thirty)~~ 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. Should the District fail to respond to the Union's request for arbitration or refuse to arbitrate a grievance that was processed through the Steps according to the timelines in this Article, the decision issued at Step 2 stands. matter shall be resolved in favor of the grievant. Furthermore, any and all costs of associated with enforcing this section via court shall be paid by the District.

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.

SFUSD to SEIU – Article 27 – PARENT CONFERENCES Tentative Agreement

TA

Date: February 23, 2023

Time: 2:15

Article 27

25 27.0 Parent Conferences

With supporting documentation, bargaining unit members shall 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 guardian or have significant parenting responsibilities. Said released time shall include travel time.

25 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 shall 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.

For the District

Carrie Slaughter 23 FEB 23

Carrie Slaughter Date

Lead Negotiator

For the Union

Joel Hill 2/23/23

Joel Hill Date

Lead Negotiator

SFUSD & SEIU – Article 28 – PROBATIONARY PERIODS

Date: April 27, 2023

Tentative Agreement

26 28.0 Probationary Periods

26 28.1 All permanent appointees shall serve a six-month probationary period. This period ~~will~~ 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 exceptions 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 ~~will~~ shall serve a three (3) month probationary period;

26 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 ~~be at least~~ not exceed 45 days.

26 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.

26 28.1.3 A six (6) month probation ~~will~~ shall be required following promotion to a higher classification.

26 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.

26 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.

26 28.1.6 A current regularly scheduled provisional employee who receives a permanent appointment in ~~his or her~~ their class in another department shall have ~~his or her~~ their probationary period reduced by the time served by that employee in the same classification, but all such probationary periods shall be ~~at least~~ not exceed three (3) months.

26 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.**

26 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.

For SEIU:



For SFUSD:



SFUSD to SEIU – Article 30 – LAYOFFS & SEVERENCE

TENTATIVE AGREEMENT

Date: 10.16.23

Time:

Article 30

30. 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 Reasons for Layoff

Layoff shall occur for either 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 shall 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, ~~the decision to the extent allowed by law, alternatives to involuntary layoff, and any other matters the parties deem relevant.~~

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

SFUSD & SEIU

Article 31 – DISCIPLINE & DISMISSAL

Tentative Agreement

Date: May 25, 2023

Article 31

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 and the principles of Just Cause. 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:

1. The District's rules, regulations and policies shall be reasonable and related to the efficient operation of the District.
2. Rules, orders and penalties should be applied fairly and equitably.
3. Disciplinary action should be appropriate and reasonable 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 shall 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

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 prior to the employee's becoming permanent, nor~~ for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause, unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

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 ~~more than five or more days~~ or discharge, shall be entitled, prior to the imposition of that discipline or discharge, to a ~~hearing~~ 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 the ~~authority initially imposing the discipline.~~ allegations.

~~The Skelly meeting shall be presided over by a management representative who is not in the same department as the employee and not connected with the incident giving rise to the discipline.~~ The Skelly meeting 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** ~~moved to arbitration.~~

SFUSD to SEIU Tentative Agreement

TA

Article 32 – INSURABILITY

Date: February 23, 2023

Time: 2:10 PM

Article 32

30 32.0 Insurability

30 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 prescription medications)
 2. Negligent homicide arising out of a use of a vehicle (commonly known as vehicular manslaughter)
 3. Operating a motor vehicle during period of license suspension or revocation
 4. Operating a motor vehicle for the commission of felony
 5. Aggravated assault with a motor vehicle
 6. Operating a motor vehicle without owner's authority (grand theft auto)
 7. Permitting an 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 violations (moving violations)

30 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.

30 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 30 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 30 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 of from District service, as provided for in Article ~~30~~ **32.2.1** below.


~~30~~ **32.2.1** Special Employment Status

- a. However, prior to any dismissal action contemplated in ~~30~~ **32.2.a**, ~~30~~ **32.2.b** and ~~30~~ **32.2.c** 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 ~~30~~ **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.

For the District


Carrie Slaughter Date 23 Feb '23

For the Union


Joe Hill Date 2/27/23

SFUSD to SEIU – Article 34 – COMMUTER BENEFIT PROGRAM

Date: 10/17/2023

Tentative Agreement

Article 34

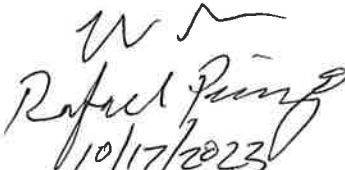
34.0 Commuter Benefit Program

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 through announcements in the SFUSD Employee Announcements.

~~34.4 Employees who use their cars for travel between assigned sites shall be reimbursed for costs of a parking permit for use at school sites. Employees who use public transportation for travel between assigned sites will be reimbursed for the cost of transit.~~

For SEIU Local 1021


Rafael Pineda
10/17/2023

For SFUSD


10.17.2023

Christie Lee 10/17/23

SFUSD & SEIU– Article 35 – RIGHT TO PRIVACY

Date: May 25, 2023

Tentative Agreement

District's new language in red

35.0 Right To Privacy In The Workplace

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' ~~their work area~~ 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.

For SEIU:

 Rafael King 5/25/23

For SFUSD:



SFUSD TO SEIU—Counter to Article 35—Additional Part-Time 4/27/23

Tentative Agreement

Time: 1:30 pm

³⁴ 35.0 Additional Part-Time Employment

~~There shall be no limit on outside employment, or service as an independent contractor, imposed upon any employee covered by this agreement, unless such employment can be shown to create a conflict of interest with the employee's employment by the District.~~

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.

For SEIU Local 1021:



For SFUSD:

