

Collective Bargaining Agreement

between the

***San Francisco
Community College District***

and the

***Service Employees
International Union Local 1021***

July 1, 2016 – June 30, 2019

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ARTICLE 1

RECOGNITION

1

1 A. Amendment of Agreement

2
3 This Agreement may be altered, changed, added to, deleted from or modified only
4 through the voluntary and mutual consent of the parties in a written and signed
5 amendment to this Agreement.
6

7 B. Changes in Working Conditions

8
9 If informal consultations pursuant to Article 5.E are unsuccessful, the District shall
10 meet and negotiate with the Union prior to changing any District controlled rules,
11 regulations, or practices which are within the scope of representation.
12

13 Any negotiations conducted pursuant to this section shall be completed within sixty
14 (60) days after notice is given by the Union. This time limit includes time spent in
15 any required impasse procedures.
16

17 C. Scope of Agreement

18
19 This Agreement shall modify, replace and/or add to any District-controlled policies,
20 rules, regulations, or procedures which are contrary or inconsistent with the terms of
21 this Agreement.
22

23
24 D. Uniform Applicability

25
26 This Agreement shall be uniformly applied throughout the District unless specifically
27 exempted within its terms.
28

29 E. Printing of Agreement

30
31 The District shall make the Agreement available to the College community online.
32

33 Each party shall be responsible for printing and distribution of the Agreement to their
34 constituents.
35

36 F. Joint Labor-Management Committee

37
38 The District and the Union have formed a joint Labor-Management Committee. The
39 Committee shall consist of Management representatives, including the Chancellor,
40 and Union representatives, including the SEIU 1021 Labor Representative. The
41 Committee shall consider and work towards mutual resolution of, including but not
42 limited to, each of the following issues:
43

- 44 1. Alternatives to the Health Service System, provided significant changes are
45 made to the San Francisco Health Service System;

2. The means and the possibility of implementing eye examinations for unit members required to use video display equipment;
3. At the end of each semester, the allocation of funds and course approvals granted pursuant to Article 13, Section D.2;
4. STO to full-time calendar;
5. Revising classification descriptions;
6. Addition of new classification (s) to the bargaining unit (Exhibit A);
7. Conversion of positions from temporary to permanent;
8. Specific union concerns regarding inequitable pay rates for specific classifications and individuals under Article 37;
9. Child care under Article 27;
10. Review of As Needed employees/classifications;
11. Overtime compensation issues for "Z" employees; and
12. Budget work group.

G. Vacancy Review Workgroup

The Joint Labor-Management Committee has formed a Vacancy Review Workgroup. The workgroup shall consist of District and SEIU representatives and shall review and make recommendations to the Chancellor/designee regarding all new classified positions and any changes to existing classified positions.

H. Information Sharing

The District, in consultation with the Vacancy Review Workgroup, Joint Labor Management Committee, and the Planning and Budgeting Council, will timely produce, on a monthly basis:

- An organizational chart reflecting all of the District's cost centers, including all funding sources and organizations receiving financial support from the District;
- A list of all classified positions, filled or vacant, funded or unfunded, for each cost center of the District; and
- A list of positions that are currently vacant, the date the position was last filled and the reason for the vacancy.

ARTICLE 3

INFORMATION TO UNION

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- A. The District shall mail to the Union office to the attention of the "Local 1021 Representative for City College:"
1. One (1) copy of all official Board minutes and one (1) copy of each Board agenda "packet" excluding all confidential information or materials as defined by applicable law no later than they are furnished to the Board.
 2. Copies of any changes, additions, or deletions in order to maintain one (1) book of Board Policies and one (1) book of Administrative Regulations.
 3. One (1) copy of the Budget in final adopted form and one (1) copy of each Board presentation preliminary, tentative, publication budget packets as prepared for public usage.

ARTICLE 4 NO DISCRIMINATION

4.A – 4.D.1.3

1 A. Discrimination Prohibited

2
3 The District and the Union agree not to discriminate against any employee on the
4 basis of race, color, ethnic group identification, national origin, creed, religion,
5 gender, age, marital status, handicapped conditions, physical disability, medical
6 conditions, political beliefs, political activities or affiliations pursuant to Education
7 Code 7057, sexual orientation, or status as a Vietnam era veteran.
8

9 B. Discrimination Complaint Procedure

10
11 Discrimination complaints pursuant to Section A, above, shall be filed and
12 processed pursuant to the District's "Non-Discrimination Procedures."
13

14 C. Change to Federal or State Law

15
16 Should changes or alterations be necessary due to Federal or State mandated
17 changes in regard to Affirmative Action or Equal Employment Opportunity
18 requirements and/or procedures, then the parties agree they shall, within fifteen
19 work days subsequent to the notification of the necessity of such changes, schedule
20 a meeting for the purpose of negotiating such new terms or conditions as required to
21 bring this article into compliance.
22

23 D. Americans With Disabilities Act

24
25 1. The District and the Union agree to comply with their legal obligations
26 pursuant to The Americans With Disabilities Act.
27

28 1.1. The District and the Union further agree that this Agreement will not
29 be interpreted, administered or applied in a manner which is
30 inconsistent with said Act.
31

32 1.2 Upon written request by the Union, the District shall provide statistical
33 information about the number of formal written accommodation
34 requests and the number of closed formal written accommodation
35 requests.
36

37 1.3 Following a reasonable period of time after the employee has
38 submitted the information requested by the District for a reasonable
39 accommodation, pursuant to a formal written request, but not later
40 than thirty (30) days, the District shall provide a response to the
41 employee's request, including either a final determination on the
42 request or information concerning the status of the request for a
43 reasonable accommodation.

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1.4 In the event that an employee's formal written request for an accommodation is denied and the employee chooses to file a complaint in accord with the District's "Non-Discrimination Procedures," the employee may be accompanied by a representative of his/her choosing.

E. Disciplinary Action

The imposition of disciplinary action upon a unit member found to have engaged in discriminatory conduct in violation of this Article shall be determined on a case-by-case basis consistent with this Agreement and District policies and procedures which apply to all District employees.

F. No Discrimination on Account of Union Activity

Employees of the District shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters within the scope of representation. Employees of the District shall also have the right to refuse to join or participate in the activities of employee organizations. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of his or her exercise of such rights by either the Union or the District.

The District and the Union shall not impose reprisals, discriminate against or otherwise interfere with, restrain or coerce unit members because of rights pursuant to the EERA.

1 A. Access, Bulletin Boards, Use of Facilities, Mail System

2
3 1. Distribution of Union Materials

4
5 Union may distribute identifiable Union materials on District property provided
6 there is no interference with District operations.
7

8 2. Use of Bulletin Boards

9
10 Posting of Union materials will be allowed at all campuses on bulletin boards
11 in work areas and in staff lounges. Union materials may also be posted in
12 other appropriate areas to be determined by mutual agreement with the
13 administrator in charge of the work area. All materials must be identifiable as
14 official Union materials. Space and time limits shall be mutually agreed upon
15 where necessary. Materials improperly identified or posted may be removed.
16 This procedure may be reviewed by mutual agreement after one year from
17 date of ratification of this Agreement.
18

19 3. Use of Facilities

20
21 Advance request for use of District facilities must be made in accordance
22 with established District procedure; Union shall have the right, subject to such
23 procedures, where there is no interference with, nor interruption of normal
24 business operations, to use such facilities. The Union agrees it shall leave
25 the facilities used in a clean and orderly condition.
26

27 The use of such facilities shall be free of charge to the Union; provided,
28 however, that the Union's use of the facility relates to appropriate District
29 business.
30

31 4. Equipment Usage

32
33 Occasional use of District equipment may be allowed the Union, without cost,
34 with advance management approval when such equipment is not otherwise
35 in use. District operational needs shall take priority over any such usage at
36 any time. Supplies for all printed materials must be furnished by the Union or
37 solely at Union expense.
38

39 5. Mail System

40
41 The Union may make reasonable use of the District interoffice system to
42 communicate with District administration and Union officers and Union site
43 representatives, subject to the following:

1
2 5.1 The Union will use mail envelopes containing batches of materials
3 addressed to Union site representatives. Such materials are the full
4 responsibility of the Union representative to distribute to the
5 membership. Such distribution shall be before or after work, or during
6 break periods of the site representatives.

7
8 5.2 The District is not responsible for distribution of improperly marked or
9 poorly identified Union material.

10
11 5.3 Recent federal case law suggests that, under certain circumstances,
12 federal law may limit the extent to which an entity may carry Union
13 mail through its internal mail system. The District shall not engage in
14 the carriage of Union mail in a manner which violates federal law. If
15 the District concludes, during the term of this Agreement, that
16 continued carriage of mail is contrary to federal law, it will so inform
17 the Union and will abide by its legal obligation to discuss the matter
18 with the Union before arriving at a final course of action. If the District
19 decides to curtail or limit Union access to the mail system and the
20 Union disputes such a decision, the Union will resort to the grievance
21 procedure.

22
23 B. Information

24
25 The District shall provide the Union with a computer account for the sole purpose of
26 providing access to the following information:

27
28 1. On-Line Directory

29
30 The directory information shall include: Employees' names, work telephone
31 numbers, mail boxes, offices, departments, and locations.

32
33 2. Unit Employees

34
35 To the extent permitted by law, the District shall provide the Union access to
36 a data file containing edited unit employee information. The file shall consist
37 of the following data elements: Unit members' names, classifications,
38 departments, work locations, work hours per week, Civil Service appointment
39 types, mail boxes, home addresses, and home telephone numbers of those
40 unit members who have not requested confidentiality. The data file shall be
41 updated on a bi-weekly basis whenever possible.

42
43 C. Union Information Packet

44
45 The District shall provide each new employee a packet of Union supplied
46 information. Such packet shall be enclosed in a pre-sealed envelope by the Union
47 to facilitate delivery to the new employee.

1 D. Parking Permits

2
3 Two (2) parking permits shall be provided to the Union for use by Union
4 representatives for parking at District sites.
5

6 E. Consultation Meetings

7
8 The parties agree that communication involving employee-employer relations,
9 specifically administration of the contract in force, may be facilitated by consultation
10 meetings. Either party may request a consultation meeting where they believe a
11 resolution of a problem or problems may be feasible. The party requesting such a
12 meeting shall submit an agenda in writing to allow an understanding of the problem
13 to be discussed or resolved and the date, time, and place requested. The receiving
14 party shall, within three (3) work days, notify the requesting party of agreement or
15 non-agreement to the meeting. Union members attending such meetings shall be
16 granted release time to attend. Neither party shall have more than three (3)
17 representatives at any such meeting unless mutually agreed to prior to the meeting
18 of those attending. These meetings are not intended to bypass the grievance
19 procedure and shall not constitute any invitation to renegotiate any provisions of the
20 Agreement.

1 A. Dues Deduction
2

3 The District will deduct from the pay of Union members and pay the Union the
4 normal and regular bi-weekly Union membership dues, assessments, and initiation
5 fees voluntarily authorized in writing by the employee on the Payroll Deduction
6 Authorization Form, subject to the following conditions:
7

8 1. The District agrees to make such deductions for all members within the
9 recognized unit who have signed deduction forms provided dues are in
10 uniform amounts.
11

12 2. Such deductions shall be made only upon the submission of the Payroll
13 Deduction Authorization Form and a duly executed and revocable
14 authorization by the employee.
15

16 3. Such dues deductions shall remain in effect until cancelled by the Union
17 member or until the member leaves the District. Employees covered by this
18 Agreement who have voluntarily joined the Union shall, for the administrative
19 convenience of the parties, be permitted to revoke an authorization for the
20 deduction of Union dues only during the month of January of any year. Any
21 request for such revocation shall be delivered in person to the Classified
22 Payroll Office, or may be sent by U.S. Mail to the Classified Payroll Office, 33
23 Gough Street, San Francisco, CA 94103. (The District will deliver a copy of
24 any revocation notice to the Union not later than March 1.)
25

26 3.1 The Union, at its option, may elect to waive its right to demand
27 termination and instead utilize judicial process to compel payment.
28

29 3.2 In the event the Union requests termination, the Union shall furnish to
30 the District the following:
31

32 3.2.1 Proof by the Union that the employee was notified in writing
33 that the employee is required, as a condition of continued
34 employment, to pay and continue to pay such dues unless
35 revoked in the month of January only; that the dues required
36 are delinquent; and, that unless such amounts are tendered
37 within ten (10) calendar days, the employee will be reported to
38 the District for commencement of termination proceedings in
39 accordance with law and this Agreement.
40

41 3.2.2 Proof that the ten- (10) day period has elapsed.
42

43 3.2.3 Notice and Demand to the District to immediately commence
44 termination proceedings, attaching all pertinent documentation
45 in 3.2.1 and 3.2.2 above.

- 1
2 4. Union agrees to indemnify and hold District harmless against any and all
3 claims of any nature whatsoever, and against any claim or suit instituted
4 against or involving the District arising from its collection and deduction of
5 dues, termination demands or any other claims arising from operation or
6 implementation of this Article.
7
8 5. Union and District agree:
9
10 5.1 The District shall make membership fee or service fee deductions, as
11 appropriate, from the regular periodic payroll warrant of each District
12 employee identified within the unit.
13
14 5.2 Service fees from non-Union members shall be collected by the
15 payroll deduction pursuant to established District procedures. Failure
16 to comply with this section or the terms of this Agreement shall be
17 grounds for termination. Union, at its option, may elect to waive its
18 right to demand termination and instead utilize judicial process to
19 compel payment.
20
21 5.3 Effective with the first complete pay period worked by an employee
22 newly employed in a bargaining unit classification and each pay
23 period thereafter, the District shall make above membership fee or
24 service fee deductions, as appropriate, from the regular payroll
25 warrant of each such employee.
26
27 5.4 Nine (9) working days following payday, the District will promptly pay
28 over to the Union all sums withheld for membership or service fees.
29 The District shall also provide with each payment a list of employees
30 paying service fees. All such lists shall contain the employees'
31 names, employees' numbers, classifications, and the amounts
32 deducted. A list of all employees in represented classes shall be
33 provided to the Union monthly.
34
35 5.5 Nothing in this section shall be deemed to have altered the District's
36 current obligation to make insurance program or political action
37 deductions when requested by the employee.
38

39 B. General Conditions
40

- 41 1. All unit members shall, as a condition of both initial and continued
42 employment, for the duration of this Agreement do the following:
43
44 1.1 Become a member of Local 1021, or,
45
46 1.2 Pay a service fee to Local 1021 in lieu of membership, or,

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1.3 Claim religious exemption as a member of a religious body whose traditional tenets or teaching include objections to joining or financially supporting employee organizations, as provided in Section 3546.3 of the Government Code (EERA).

2. The Union and District have agreed that the Union shall provide the District a current statement of membership fees. Such statement of membership fees shall be amended as necessary. The District may take up to 30 days from date of receipt of the amended statement of membership fees to implement such changes. The District shall make required membership fee or service fee payroll deductions for all employees in the Local 1021 bargaining unit, payable to Local 1021, at the notification of either Local 1021 or by the District's Payroll processing forms.

3. District and Union agree that each party will mutually cooperate in ensuring that all provisions of this Article 6 are implemented in a timely and comprehensive manner by District and Union.

3.1 District shall, at the time of any individual's initial employment/transfer to a job covered by a unit classification, furnish to that employee information in "1" above and the enrollment card addressed to the Union (prepared and furnished by the Union) of their requirement as a condition of initial and continued employment to become a member, pay a service fee, or pay an amount to a recognized charitable organization.

3.2 District shall give the employee the option of filling out and turning in the enrollment card to the District Human Resources Office at the same time as the employee completes other District employment papers. District agrees to provide Union with a secure mailbox or other location where such enrollment cards will be kept. Union agrees to pick up such cards on a regular basis.

4. For every employee in a class which is covered by the Agency Shop provision, the District shall be responsible for beginning initiation/service fee collection for new employees, or continuing Union dues/service fee collection for transferring employees. District shall also provide a list each pay period to the Union, of all additions and deletions to the bargaining unit during that pay period, including name, classification, Social Security number, full address, and work location. Local 1021 shall handle, process and coordinate all ongoing paperwork, transactions, corrections, lists and other matters associated with maintaining implementation of Agency fees. There shall be no involvement of District staff in such activities except as specifically enumerated herein.

1 5. If an individual employee becomes delinquent in paying Agency Shop fees
 2 because District has inadvertently erred in initiation of an employee's fees,
 3 District shall not be responsible for paying such employee's back fees.
 4

5 6. Local 1021 agrees it shall indemnify and hold District harmless from any liability
 6 arising from any and all claims, demands, lawsuits, or any other actions arising
 7 from any implementation or compliance with this Article, or from any document,
 8 certification or authorization furnished under this Article by Local 1021.
 9

10 C. Definition of Service Fee
 11

12 Such service fee payment shall not exceed the standard initiation fee, periodic dues,
 13 and general assessments. The service fee payment shall be established annually by
 14 the Union, provided that such Agency Shop service fee will be used by the Union only
 15 for the purposes of collective bargaining, contract administration, and pursuing
 16 matters affecting wages, hours, and other terms and conditions of employment.
 17

18 D. Financial Reporting
 19

20 Annually, the Union will provide an explanation of the fee and sufficient financial
 21 information to enable the service fee payer to gauge the appropriateness of the fee.
 22 The Union will provide a reasonably prompt opportunity to challenge the amount of
 23 the fee before an impartial decision-maker not chosen by the Union, and will make
 24 provision for an escrow account to hold amounts reasonably in dispute while
 25 challenges are pending.

1 A. Union List

2
3 Union shall provide the Director, Employee Relations, with a quarterly list and
4 updates as they occur, of officers, stewards, substitutes and/or representatives
5 authorized to officially represent the Union. The quarterly list shall be provided to
6 the District by the second week of each quarter. This list will provide the names,
7 classifications, phone numbers, and their geographic area of responsibility (i.e., a
8 Campus or Campuses, Administrative Offices, College Buildings or areas, etc.). An
9 employee has no status as an officer, steward and/or representative unless the
10 District has received verification in writing from the Union.

11
12 B. Release Time for Officers, Stewards and/or Representatives

13
14 1. Negotiations

15
16 Six (6) authorized unit members shall be released from their regular duties
17 without loss of pay or benefits when attending scheduled negotiation
18 meetings with the District during the regular work hours of the members
19 involved.

20
21 2. Union Release Time

22
23 The District shall grant the Union paid release time of eighty-eight (88) hours
24 per week for its officers and stewards which shall be devoted to contract
25 administration. No one individual member shall receive more than eighty per
26 cent (80%) union release time. Requests for the Union's intended use of the
27 contract administration released time shall be provided in writing by the
28 President or designee of the Union to the Director, Employee Relations, or
29 designee, at least two (2) weeks prior to the starting date of each semester.
30 Changes to the intended use of release time during a semester shall be
31 communicated to the Director, Employee Relations as soon as possible.
32 Release time schedules shall be mutually agreed upon by the designated
33 union representatives and their immediate supervisors. Disputes regarding
34 release time schedules may be forwarded to the Employee Relations Office
35 for resolution. The Employee Relations Office may consult with the
36 appropriate Vice Chancellor as needed.

37
38 3. City-wide Negotiations

39
40 Two (2) authorized unit members shall be released from their regular duties
41 without loss of pay or benefits when attending San Francisco City-wide
42 scheduled negotiations meetings, as observers, during the regular work
43 hours of the members involved. A total of twenty (20) days shall be provided
44 for City-wide negotiations unless mutually agreed in writing.

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4. Stewards

4.1 An employee has no status as a steward unless the District has received verification in writing from the Union that the employee is a steward in a given area.

4.2 It is the responsibility of the shop steward to engage in fact finding and assist in the resolution of grievances at the lowest possible level.

4.3 Stewards shall be responsible for the performance of their work load, consistent with release time approved pursuant to the rules established herein.

4.4 Any meeting of shop steward and supervisor shall be held in private surroundings and shall be held in a quiet and dignified manner.

5. Grievance Meetings

One (1) authorized Union representative and the grievant shall be released from their regular work duties without loss of pay or benefits when resolution meetings are scheduled with management during their regular work hours.

6. Disciplinary Meetings

One (1) authorized Union representative shall be released without loss of pay or benefits when another unit member requests Union representation at a meeting scheduled with Management where the employee has a belief the meeting may affect job status as a result of disciplinary action being taken by Management.

7. Shared Governance

The Union shall designate representatives to District Shared Governance Committees in accordance with the Shared Governance Agreement.

8. Procedures for Release Time

8.1 The Chancellor or designee and the Union may mutually agree on the release from regular duty without loss of pay or benefits of one or more authorized Union representative(s) to attend meetings of other District-wide committees as may be formed after execution of this Agreement.

8.2 It is the representative's responsibility to secure approval prior to any such absence from regular work duties. Failure to request/receive

ARTICLE 7

UNION REPRESENTATIVES

7.B.4 – 7.B.8.2

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approval in advance will result in the representative's pay being docked for the period of time he/she was away from his/her duties.

1 C. Union Leave – Paid2
3 1. Elected Officers

4
5 1.1 Pursuant to Education Code Section 88210, the Board shall, upon
6 written request from the Union at least sixty (60) days in advance,
7 grant a leave of absence to any unit member to enable such member
8 to serve as an elected officer of Local 1021 or as the President of the
9 SFCCD Chapter of Local 1021 or a statewide or national organization
10 with which Local 1021 is affiliated. The leave shall include absences
11 by the employee at periodic, stated, special or regular meetings of the
12 body or organization on which the employee serves as an officer.
13

14 1.2 Compensation during such leave shall include retirement fund
15 contributions made by the District; the elected officer shall pay
16 retirement member contributions and shall earn full service credit
17 during such leave period. Maximum service credit earned shall not
18 exceed eight (8) calendar years.
19

20 1.3 Union shall, within ten (10) days from receipt of District certification of
21 payment to the member, and upon District request for reimbursement
22 of such amount, reimburse the District for all such compensation
23 advanced.
24

25 2. Requests for Leave

26
27 2.1 Except for emergency situations or when waived in writing by the
28 Director of Employee Relations, or Designee, requests shall be filed a
29 minimum of ninety (90) calendar days prior to the beginning of the
30 requested leave.
31

32 2.2 The request shall include, for each officer eligible, the dates of
33 absence for each and all periodic, stated, special or regular meetings
34 of the body to which elected.
35

36 2.3 All leaves requested in addition to those itemized in 2.2, above, shall
37 be set forth in the original request.
38

39 2.4 Any additional leave above that stated in the original request must be
40 presented a minimum of ten (10) days prior to the first day of
41 additional leave requested.
42

43 2.5 District reserves the right to grant or deny requests for cancellation of
44 leave or early return from leave.

3. Applicability of Education Code

If Education Code Section 88210 is determined as not applicable to the San Francisco City and County Retirement System, this Section C shall be re-negotiated at the request of either party.

D. Union Leaves - Unpaid Short-Term

1. Unit members may be granted unpaid Union leave where officially requested by the Union. Such leave shall be without pay or benefits or other costs to the District and subject to the following:

1.1 Union shall request any such leave a minimum of twenty (20) days in advance;

1.2 No more than three (3) unit members shall be granted leave at the same period of time;

1.3 No more than one (1) unit member from the same department shall be granted Union leave at the same time period;

1.4 Such leave, when granted, shall be for a minimum of five (5) work days and a maximum of twenty (20) work days;

1.5 No such leave shall be granted any individual unit member more than two (2) times in any one- (1) year period calculated from the last day of such leave previously granted.

E. Union Leave - Grievance Officer

1. District will grant, upon request from the Union, a leave of absence to any one (1) unit member to enable such member to investigate and/or process grievances, or to conduct Union business. Compensation during such leave shall be as though in regular work status within the District. Union shall, within ten (10) days from receipt of District certification of payment to the member and request for reimbursement of such amount, reimburse District for all such compensation advanced.

1.1 Any such leave shall be for a minimum of one (1) year and maximum of two (2) years from beginning leave date.

1.2 Unit member shall receive full service credit for such leave.

1.3 District reserves the sole and exclusive right to grant or deny requests for cancellation of, or early return from, leave.

1.4 Failure to reimburse District shall be cause for immediate termination of leave.

ARTICLE 8 PERSONNEL FILES

8.A – 8.C.2

1 A. One Official File

2
3 There shall be one official personnel file for each employee. Such file shall be
4 maintained in the Human Resources Office.
5

6 B. Contents of File

- 7
8 1. Only materials in the official District personnel file (augmented by records
9 maintained by other governmental agencies) shall be used in any proceeding
10 affecting the unit member's employment status with the District.
11
12 2. The following items, even though maintained separately, shall be considered
13 as part of the official District personnel file: time rosters, attendance and
14 payroll records, appointment forms, TB records, history cards, salary records,
15 schedule and assignment files. The District may add similar categories of
16 routine payroll/personnel record keeping to this list where such records are
17 part of the normal business operations of the Payroll/Personnel Sections.
18

19 C. Right of Review

20
21 1. By Employee

22
23 A unit member may inspect his/her personnel file (except those items
24 exempted by law from review), upon written notice and during normal District
25 business hours at such times he/she is not required to render service to the
26 District, except as provided in "D" below. A unit member may obtain copies
27 of documents contained in his/her personnel file. The District may charge ten
28 (10) cents per page copied except as provided in "E" below.
29

30 2. By Union

31
32 A unit member may, upon written authorization, designate a Union
33 representative to review the file. The member and Union agree to indemnify
34 and hold the District harmless for any loss or damage whatsoever arising
35 from operation of this subsection. The District agrees to be bound by
36 applicable law concerning privacy and confidentiality of such records and
37 files. Access to the official personnel file is limited to administrators and
38 supervisors, and authorized classified and confidential staff. All reviews of
39 personnel files shall be done in the presence of a management
40 representative.

1 D. New Material in File
2

3 Any item placed in the personnel file shall be clearly identifiable as to its source or
4 originator, and its date of receipt by the District. Employees shall be furnished one
5 copy of any negative material placed in his/her personnel file at the time the material
6 is placed in the file. The employee may, within thirty (30) calendar days, respond to
7 such material. Any response will be placed in the file with the original document.
8 Such review shall take place during normal business hours, and the employee shall
9 be released from duty for this purpose without salary reduction.

10
11 E. Adverse Actions
12

13 No action to impose discipline against an employee shall be initiated more than
14 thirty (30) days after the District knows or should have known of the conduct except
15 for conduct which would constitute the commission of a crime or civil wrong. The
16 30-day time line of this section will have been met by the District once the District
17 has commenced the investigation of the alleged misconduct. In any adverse action
18 against a unit member, one (1) copy of all derogatory and other material to be used
19 in such action shall, without cost, be furnished to the Union or member on request.
20

21 F. Sealing of Material
22

- 23 1. The employee may request that information pertaining to a disciplinary
24 action be sealed after twelve (12) months from imposition, provided there
25 has been no reoccurrence of the conduct on which the discipline was
26 based. The request shall be addressed to the Director of Human
27 Resources and a written response shall be provided within 15 work days.
28 Such request shall not be unreasonably denied. Such sealed material may
29 be reopened and used in a termination action which involves like conduct
30 for an additional period of twenty-four (24) months after any sealing.
31
- 32 2. Sub-section F.1, above, shall not apply in the case of an employee
33 disciplined for conduct which would constitute the commission of a crime or
34 civil wrong, provided, however, that the Director of Human Resources
35 retains the discretion to seal such documents.
36
- 37 3. The following procedure will be followed when such documents are to be
38 sealed:
39
 - 40 3.1. The materials to be sealed shall be placed in a sealed envelope and
41 be secured in the employee's personnel file. The Director of Human
42 Resources shall place his/her signature across the seal.
43
44

ARTICLE 8

PERSONNEL FILES

8.F.3.2 – 8.F.3.4

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- 3.2 The envelope shall bear the following stamped notation: "This envelope may only be opened in the event of a termination action taken prior to [INSERT DATE].
- 3.3. The date on the stamped notation on the sealed envelope shall be twenty-four (24) months from the date that an employee requested that materials in his/her personnel file be sealed.
- 3.4. Written verification of such sealing shall be forwarded to the employee.

1 A. Definition of Discipline

2
3 Disciplinary Actions are defined as a dismissal/termination/separation for cause
4 (hereafter dismissal), suspension for cause, and written warnings issued for cause.
5

6 B. Application

7
8 The provisions of Article 9 shall apply to members of the bargaining unit as provided
9 herein.
10

11 This Article and these procedures are applicable to an exempt employee only if
12 such employee, at the time of occurrence, has been continuously employed for a
13 minimum of 1040 hours. Semester and summer intersession, where the employee
14 is employed immediately before and immediately after such breaks, shall not be
15 considered a break in continuous service.
16

17 Probationary employees are excluded from the provisions of this Article. At any time
18 prior to the expiration of the probationary period, the District may, at its discretion,
19 release a probationary employee.
20

21 C. Causes for Discipline

22
23 Unit members may be disciplined for cause. Reasonable cause will include but is
24 not limited to circumstances such as the following:
25

- 26 1. Violation of any written or existing District policies, rules and regulations or
27 the rules and regulations of a federal, state or local government agency
28 which are applicable to public schools.
29
- 30 2. Failure to perform adequately the duties of the position held.
31
- 32 3. Failure to maintain licenses or certificates required by law, District
33 requirements, or job description.
34
- 35 4. Immoral or unprofessional conduct.
36
- 37 5. Dishonesty.
38
- 39 6. Conviction of a felony or of any crime involving moral turpitude.
40
- 41 7. Intoxication or the use of non-prescribed controlled substances while on duty.
42
- 43 8. Physical or mental incapacity to perform adequately on the job (in accord
44 with Article 4).
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- 9. Excessive absences and/or tardiness.
- 10. Inexcusable absence without leave.
- 11. Insubordination.
- 12. Misuse of District property.

D. Progressive Discipline

Progressive discipline shall be utilized except when the conduct involved is of such a nature that progressive discipline normally would not result in correcting the conduct or the conduct is of such a nature that immediate or more severe action is warranted. The sequence of progressive discipline, in appropriate circumstances, shall consist of oral warning/reprimand, written warning/ reprimand, suspension and dismissal.

No action to impose discipline against an employee shall be initiated more than forty-five (45) calendar days after a District Administrator knows or reasonably should have known of a conduct except for conduct which would constitute the commission of a crime or civil wrong.

Consistent with applicable law, a unit member shall be represented, upon request, at any disciplinary meeting or hearing.

E. Oral Warnings/Reprimands

An oral warning/reprimand is an oral notification that an employee's performance and/or behavior must be improved. An employee who disagrees with the oral warning/reprimand may request a conference with his/her supervisor to discuss the performance and/or behavior issues which are the subject of the oral warning/reprimand. The conference shall be held at a mutually agreeable time. Oral warnings/reprimands are not subject to the appeal provisions of Article 9, Section G or H, below.

F. Written Warnings/Reprimands

A supervisor may for cause issue and deliver a written warning/reprimand for employee acts or omissions. The placement of a written warning/reprimand in an employee's personnel file shall be in accordance with Article 8 of this Agreement.

1
2 G. Suspension for Cause/Skelly Rights
3

- 4 1. The Director of Human Resources, or designee, may for just cause suspend
5 an employee for a period not to exceed thirty (30) calendar days upon
6 notification to the employee in writing of the reasons for such suspension.
7 Written notice shall be served in person or by registered or certified mail to
8 the employee at his/her last known address. A copy of this notification shall
9 be mailed to the Union at the same time, unless the employee has previously
10 requested otherwise.
11
12 2. Such suspension shall be based upon specific charge(s), shall be in writing
13 and include the reasons for suspension, the right to an appeal hearing on
14 written request as set forth below, the right to be represented by a person of
15 his/her choice, and shall have attached supporting documentation and
16 pertinent rules or regulations cited that supervision relies upon in the
17 imposition of such discipline.
18
19 3. The employee shall have ten (10) work days from service or receipt of
20 charges to appeal the matter to the Chancellor/Appointing Officer or
21 designee.
22
23 4. The Chancellor/Appointing Officer or designee shall set a hearing on the
24 appeal for no less than ten (10) work days and no more than fifteen (15) work
25 days of receipt of the appeal unless mutually agreed otherwise. The
26 Chancellor/Appointing Officer or designee conducting the hearing shall not
27 be the same individual who issued the determination to suspend.
28
29 5. Suspensions will normally be held in abeyance pending hearing; however, for
30 any cause where acts or omissions involve misappropriation of public funds
31 or property, misuse or destruction of public property, drug addiction or
32 habitual intemperance, mistreatment of persons, immorality, acts which
33 would constitute a felony or misdemeanor, or acts which present danger to
34 public health or safety, or health or safety of students, or employees, the
35 District may suspend the unit member without pay pending a hearing.
36
37 6. The decision of the Chancellor/Appointing Officer or designee shall be
38 issued, in writing, within ten (10) work days after the hearing. Such decision
39 shall be final as to both District and employee and shall not be appealable.
40

41 H. Dismissal for Cause/Skelly Rights/Advisory Arbitration
42

- 43 1. Dismissal shall be exclusively processed and determined in accordance with
44 the following procedure.
45

ARTICLE 9

DISCIPLINE

9.G – 9.H.1.1

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1.1 An employee may be dismissed for cause at any time by the Chancellor/Appointing Officer Designee, Director of Human Resources.

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1.2 Such dismissal shall be based upon specific charge(s), shall be in writing and include the reasons for dismissal, the right to an appeal hearing on written request as set forth below, the right to be represented by a person of his/her choice, and shall have attached supporting documentation and pertinent rules or regulations cited that supervision relies upon in the imposition of such discipline. Written notice shall be served in person or by registered or certified mail to the employee at his/her last known address. A copy of this notification shall be mailed to the Union at the same time, unless the employee requests otherwise

1.3 The employee shall have ten (10) work days, from service or receipt by the employee of the decision to dismiss, to appeal the matter to the Chancellor/Appointing Officer or designee.

1.4 The Chancellor/Appointing Officer or designee shall set a hearing on the appeal no less than ten (10) work days and no more than fifteen (15) work days from receipt of the appeal unless mutually agreed otherwise.

1.5 The decision by the Chancellor/Appointing Officer or designee shall be issued within ten (10) work days after the hearing. Such decision shall be in writing and shall be final as to both District and employee and shall not be appealable except for permanent employees (Civil Service and Civil Service Exempt) as provided below.

1.6 Within fifteen (15) days after receipt of the decision of the Chancellor/Appointing Officer or designee, the Union may, by written notice to the Director, Human Resources, submit an appeal on behalf of the dismissed permanent employee challenging the disciplinary action to advisory arbitration. Within ten (10) days of the filing of said request, or such other time as the parties may mutually agree, the Director, Human Resources, or his/her designee, and a representative of the Union shall endeavor to reach agreement upon the Arbitrator. If agreement is not reached within this time period, plus any mutually-agreed upon extensions, the parties shall jointly submit to the American Arbitration Association a request for the submission to representatives of the parties of a list containing the names of seven (7) Arbitrators. Upon receipt of the list, the parties shall alternately strike names from the list, and the name which remains shall be the designated Arbitrator. By mutual agreement, the AAA rules governing expedited arbitration may be utilized.

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- 1.7 The Arbitrator shall conduct a hearing at which both parties may present evidence, both documentary and testimonial. After concluding the hearing, including the receipt of any post-hearing briefs which the Arbitrator shall permit, the Arbitrator shall prepare a written report listing the issue(s) to be decided, as presented by the parties, the pertinent facts as found by the Arbitrator, and an advisory recommendation for resolution of the issue(s). This report shall be transmitted to the Union and the Director, Human Resources.
- 1.8 The Arbitrator shall have no power to add to, subtract from, alter or modify any of the terms of this Agreement, rule on any matter involving a performance evaluation or rule on the failure of the District to re-employ any exempt Civil Service employee or a District determination to release a probationary employee.
- 1.9 All expenses of the Arbitrator, a certified reporter, and hearing room costs, if any, shall be borne equally by the parties. Each party shall bear the full costs for its representation; all other costs or expenses shall be borne by the incurring party; neither party shall be responsible for the expense of any witness called by the other party except that, in the case of employees of the District, they shall be compensated by the District for testimony during what would otherwise be working time, subject to the arbitrator's ability to regulate the order, number and presentation of witnesses.
- 1.10 The advisory recommendation of the Arbitrator shall become final, and shall be implemented by the parties unless, within fifteen (15) days of receipt of the Arbitrator's report and advisory recommendation either the Director, Human Resources, or the Union shall have appealed in writing the Arbitrator's report and advisory recommendation to the Board. Any appeal submitted to the Board pursuant to this section shall be in writing, and shall state with particularity the issue(s) which the appealing party wishes the Board to consider.
- 1.11 The Board of Trustees may sustain, modify, or reject the advisory recommendation of the Arbitrator.
- 1.12 The decision of the Board of Trustees is final.
2. Where such charge of dismissal involves the misappropriation of public funds or property, misuse or destruction of public property, drug addiction or habitual intemperance, mistreatment of persons, immorality, acts which would constitute a felony or misdemeanor, or acts which present an immediate danger to public health or safety, or health or safety of students or employees, the individual may be suspended without pay pending a hearing.

1 A. Definition of Grievance

2
3 A formal written allegation that the grievant has been adversely affected by the
4 District's interpretation, application or implementation of a provision of this
5 Agreement, or a written District policy, or a Civil Service rule relating to wages,
6 hours, or terms and conditions of employment within the scope of bargaining
7 applicable to District unit employees and within the authority of the District to act.
8 This grievance procedure is not applicable to any matter for which a different
9 process, remedy or procedure is provided under Civil Service rules. Disciplinary
10 matters and matters arising from the imposition of discipline shall not be subject to
11 this grievance procedure. Disciplinary matters and matters arising from the
12 imposition of discipline shall be subject to the appeal procedure established in
13 Article 9, as applicable.

14
15 B. Definition of Grievant

16
17 The Union, any unit member; any group of unit members having the same
18 grievance.

19
20 C. Day

21
22 A "day," for purposes of this grievance procedure, is any day on which the central
23 administration office of the District is regularly open for business.

24
25 D. Immediate Supervisor

26
27 The first District designated supervisor or manager, not within the same bargaining
28 unit, who has immediate jurisdiction over the grievant.

29
30 E. Time Limits

31
32 1. Any grievant who fails to comply with the established time limits at any step
33 shall forfeit all rights to further application of this grievance procedure in
34 regard to that grievance.

35
36 1.1 District failure to respond within established time limits at any step
37 entitles the grievant to proceed to the next step of this procedure.

38
39 1.2 Time is of the essence in all processing of grievances.

40
41 1.3 Time limits and steps may be waived by mutual agreement between
42 the grievant and the Director of Employee Relations.

43
44 F. General Provisions

ARTICLE 10

GRIEVANCE

10.A – 10.F.1

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1. The Union and the District agree to work together to resolve grievances at the lowest possible level prior to filing a formal written grievance.

ARTICLE 10

GRIEVANCE

10.F.2 – 10.F.10

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2. Settlement of any grievance at the "Immediate Supervisor" level shall bind the immediate parties to the settlement, unless subsequently discovered to be contrary to this contract or law, but shall not be cited, nor shall such settlement be considered any precedent in any later grievance.
3. A grievant may be represented and accompanied by a designee of his/her choosing at any level.
4. A grievant (as defined in Section B, above) who alleges a grievance concerning common matters of fact and contract provisions may elect to file a class action/group grievance. In a class action/group grievance, one grievant shall represent, at all steps and levels, the entire group. District may, where a series of grievances is filed concerning common matters of fact and contract provisions, consolidate all such grievances into a class action/group grievance. Upon such notification, the Union shall select the grievant whose grievance shall represent the group.
5. Any alleged grievance which occurs during the period between the termination date of this Agreement and ratification date of any new agreement, shall be processed under this Grievance Procedure.
6. The time and day of any meetings at any stage or level shall be by mutual agreement between management, grievant, designee or Union designee.
7. Whenever any meeting is agreed to, or required, during the grievant's and/or designee's regular working hours, he/she shall be excused, with pay, for this purpose.
8. In all grievance proceedings above the "Immediate Supervisor" level, management and grievant may each have a maximum of three (3) persons present unless mutually agreed otherwise, in advance.
9. Any grievant may, at any time, present a grievance to management and have such grievance adjusted without intervention of the Union at any step as long as the adjustment is reached prior to Arbitration. District, however, shall not agree to the resolution until the Union is furnished a copy of the grievance and proposed solution and has had fifteen (15) days to notify the District of its concurrence or disapproval as being inconsistent with the terms of the Agreement. Such disapproval shall state with specificity how the resolution is inconsistent.
10. The parties shall exchange, upon request, pertinent information necessary or required to process any grievance.

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11. No grievant, at any stage of the grievance procedure after the informal conference, shall be required to meet with any supervisor or manager concerning any aspect of the formal grievance other than as outlined within this procedure.

G. Grievance Procedure

1. General

The following steps shall apply for any grievance:

1.1 Steps

- 1.1.1 Immediate Supervisor
- 1.1.2 Next Higher Manager/The Person to Whom G.1.1.1 Reports
- 1.1.3 Chancellor/Appointing Officer Designee
- 1.1.4 Arbitration (Section H)

2. Process

2.1 Immediate Supervisor

Within fifteen (15) days of the time an employee knew or reasonably should have known of an alleged grievance, the employee shall file a grievance in writing on the "Grievance Form" attached hereto as Exhibit B and hand-deliver or mail to his/her immediate supervisor.

2.1.1 Incomplete forms will be returned to the sender without comment or response other than those sections requiring completion.

2.1.2 Grievant will have fifteen (15) days to fully complete and return any incomplete forms to his/her immediate supervisor. Failure to comply shall invoke the provisions of "E, Time Limits," above.

2.1.3 The grievant or his/her immediate supervisor may request a personal resolution conference. Any such conference shall be by mutual agreement and held within fifteen (15) days of receipt of the complete grievance form unless mutually agreed to a longer period.

2.1.4 The immediate supervisor shall render a decision in writing within fifteen (15) days of the conference held between the

ARTICLE 10

GRIEVANCE

9.F.11 – 10.G.2.1.4

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parties, or, where no conference is held, within fifteen (15) days
of receipt.

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2.2 Next Higher Manager

In the event the grievant is not satisfied with the decision at the "Immediate Supervisor" level, the decision may be appealed, in writing, within fifteen (15) days of the receipt of the decision being rendered, to the appropriate manager or designee having jurisdiction over the grievant.

2.2.1 The appeal shall include a copy of the original grievance form and any decision rendered, as well as attachments and documents, if any.

2.2.2 The grievant, manager or designee may request a personal resolution conference. Any such conference shall be by mutual agreement and held within fifteen (15) days of receipt of the complete grievance form unless mutually agreed to a longer period.

2.2.3 The manager or designee shall render a decision in writing within fifteen (15) days of the conference held between the parties, or, where no conference is held, within fifteen (15) days of receipt.

2.3 Chancellor/Appointing Officer Designee

If the grievant is not satisfied with the written decision at the "Next Higher Manager" level, he/she may appeal the decision, in writing, to the Chancellor/ Appointing Officer Designee within fifteen (15) days of the receipt of the decision. The appeal shall include a copy of the original grievance form, all decisions rendered and attachments and documents, if any.

2.3.1 The grievant or Chancellor/Appointing Officer Designee may request a personal resolution conference. Any such conference shall be by mutual agreement and held within fifteen (15) days of receipt of the request.

2.3.2 The Chancellor/Appointing Officer Designee shall render a decision in writing within fifteen (15) days of the conference, or, where no conference is held, within fifteen (15) days of receipt.

1 H. Arbitration

2
3 1. Within fifteen (15) days after receipt of the decision of the
4 Chancellor/Appointing Officer Designee, the Union may, upon written notice
5 to the Director, Employee Relations, submit the grievance to arbitration.
6 Within fifteen (15) days of the filing of said request, or such other time as the
7 parties may mutually agree, the Director, Employee Relations, or his/her
8 designee, and a representative of the Union shall endeavor to reach
9 agreement upon the Arbitrator. If agreement is not reached within this time
10 period, plus any mutually-agreed upon extensions, the parties shall jointly
11 submit to the American Arbitration Association a request for the submission
12 to representatives of the parties of a list containing the names of seven (7)
13 Arbitrators. Upon receipt of the list, the parties shall alternately strike names
14 from the list, and the name which remains shall be the designated Arbitrator.
15 Upon mutual agreement the AAA rules governing expedited arbitration may
16 be utilized.

17
18 2. Powers of the Arbitrator

19
20 2.1 It shall be the function of the arbitrator, and he/she is empowered
21 except as his/her powers are herein limited, after investigation and
22 hearings, to make a decision in cases of alleged violation of the
23 specific articles and sections of this Agreement.
24

25 2.2 The Arbitrator shall have no power to: add to, subtract from, disregard,
26 alter or modify any of the terms of this Agreement; rule on any matter
27 involving evaluation other than compliance with procedure; rule on the
28 failure to reemploy any exempt Civil Service employee.
29

30 3. General

31
32 3.1 When any grievance is appealed to an arbitrator on which he/she has
33 no power to rule, or feels incapable due to external law to rule, it shall
34 be referred back to the parties without decision or recommendation on
35 its merits.
36

37 3.2 All expenses of the Arbitrator, a certified reporter, and hearing room
38 costs, if any, shall be borne equally by the parties.
39

40 3.3 Each party shall bear the full costs for its representation; all other
41 costs or expenses shall be borne by the incurring party; neither party
42 shall be responsible for the expense of any witness called by the other
43 party, except that, in the case of employees of the District, they shall
44 be compensated by the District for testimony during what would
45 otherwise be working time, subject to the arbitrator's ability to regulate
46 the order, number and presentation of witnesses.

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- 3.4 Neither District nor grievant shall be permitted to assert any grounds or evidence before the Arbitrator which was not previously asserted or disclosed, and requested to be ruled upon at the Chancellor level. The Arbitrator shall consider only those issues properly carried through all previous steps as required within this Article.
- 3.5 The decision of the Arbitrator shall be final and binding on all parties subject to the Arbitration.

I. Joint Training

The parties shall conduct joint training on processing grievances and taking disciplinary action, provided that they develop a plan for such training by consensus. The parties shall endeavor to agree on such a plan within 60 days after ratification of the Agreement.

1 A. Civil Service

2
3 Leaves of absence, including sick leave, holidays, vacation, jury duty, witness leave,
4 personal leave, etc., shall be granted in accordance with Civil Service Rule 120 in
5 effect as of January 16, 2007, Charter and City Ordinances as applicable, and
6 District policy and procedures for all unit members subject to Civil Service or its
7 rules; however, all of the provisions of Section 120.28, et seq., of Civil Service Rule
8 120, Leaves, dated January 16, 2007, referring to furloughs, shall not apply.
9 Furloughs shall be dealt with in Article 31 of this Agreement. Additionally, all of the
10 provisions of Rule 120 relative to Sick Leave pursuant to Administrative Code
11 Chapter 12W shall not apply to employees of the District. Civil Service Rule 120, as
12 it read January 16, 2007, including any rule changes as of the date of ratification of
13 this Agreement, is attached for information only as Exhibit F and is not to be
14 included as part of this Agreement for any other purpose. The following exceptions
15 to Rule 120 shall apply:
16

17 1. Witness or Jury Duty for Non-Day Employees

18
19 Bargaining unit employees not regularly assigned to work a day shift shall be
20 entitled to paid leave on those days they serve on a jury or as a witness on
21 behalf of the District.
22

23 2. Bereavement Leave

24
25 2.1 Bereavement leave pursuant to Civil Service Rule 120.7.3 shall not be
26 charged against sick leave in connection with absence because of the
27 death of the employee's spouse/domestic partner, parents, step
28 parents, grandparents, grandchildren, parents-in-law, sibling, sister-in-
29 law or brother-in-law, child, step child, adopted child, daughter-in-law
30 or son-in-law, a child for whom the employee has parenting
31 responsibilities, aunt or uncle, niece or nephew, legal guardian, or
32 any person who is permanently residing in the household of the
33 employee. For the purposes of bereavement leave, relatives of a
34 domestic partner shall be treated the same as those of a spouse.
35 Such leave shall not exceed three (3) working days and shall be taken
36 within thirty (30) calendar days after the date of death; however, two
37 (2) additional working days shall be granted in conjunction with the
38 bereavement leave if travel outside the State of California is required
39 as a result of the death. Additional days may be charged against paid
40 time off or unpaid leave at the employee's discretion. Any such
41 requests shall not be unreasonably denied.
42

43 2.2 Bereavement leave pursuant to Civil Service Rule 120.7.3 shall be
44 charged against sick leave in connection with absence because of the
45 death of any other person to whom the employee may be reasonably
46 deemed to owe respect.

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3. Sick Leave Deductions

Notwithstanding Civil Service Rule 120.13.1, sick leave shall be charged in minimum increments of one-quarter ($\frac{1}{4}$) hour.

B. Civil Service Exempt Employees

1. Eligibility for leaves shall be in accordance with those rules established for Civil Service employees. Notwithstanding Civil Service Rule 120 effective January 16, 2007, and effective date of ratification, As Needed and Irregularly Scheduled employees shall begin accruing sick leave at the rate of .05 hours for each hour of regularly scheduled paid service excluding, overtime exceeding forty (40) hours per week and holiday pay, except that an employee on disability leave shall earn sick leave with pay credits at the normal rate.
2. Eligibility for sick leave use begins after six (6) months continuous service for sick leave earned credit. For this purpose, Christmas, Spring vacation, semester breaks, and the period between the end of the Spring semester and the start of the Fall semester are not considered breaks in continuous service.
3. Witness leave shall be in accordance with Civil Service rules.
4. No exempt employee shall, in any respect in any grievance resolution, be accorded greater rights than those accorded to Civil Service employees.

ARTICLE 12 TEMPORARY EMPLOYEES

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A. Temporary Employees/Classifications

1. The Union and the District will cooperate with the Civil Service Commission with respect to an accelerated testing program(s) for City-wide classifications utilized by the District.
2. The Union and the District agree that, the Vacancy Review Workgroup shall examine existing part-time, temporary positions assigned less than forty (40) hours per week, with a particular emphasis on less than twenty (20) hours per week positions, to determine whether consolidation of two or more of those positions is feasible in a cost-neutral manner. In making this determination, the parties shall take into consideration the classification of employees, their work locations, and work schedules.

B. FICA Contributions

Effective July 1, 1991, federal law requires the District to make FICA contributions for certain employees who are not covered by the City's retirement system. The District and employees will pay their respective portions as required by federal law. The District will also consult with the Union, upon its request, regarding lawful alternatives that would not carry any additional cost to the District.

C. Fringe Benefits and Eligibility Requirements

Refer to Article 28, Fringe Benefits.

D. Leaves and Eligibility Requirements

Refer to Article 11, Leaves.

1
2 A. Shared Governance
3

4 The Union shall designate representatives to the Staff Development Committee in
5 accordance with the Shared Governance Agreement.
6

7 B. Release Time for Flex Days
8

9 The District, consistent with its operational needs, shall continue to provide release
10 time for training for classified employees during Flex Days and/or staff development
11 activities as well as for their participation as presenters in such activities. The
12 Union, in conjunction with the District and Classified Senate, will continue to work
13 together to provide two Classified Flex days per fiscal year. Release time for
14 training for classified employees or for presentations by classified employees during
15 Flex Days and/or staff development activities shall not be arbitrarily denied.
16

17 C. Flexible Work Schedules
18

19 When employees request, the District shall make all possible attempts, in
20 accordance with present practice, to allow classified employees to work flexible
21 hours in order to permit them to enroll in and attend District courses. Such flexible
22 hours shall be in accord with Article 44, Section C.2, Flexible Work Schedules.
23

24 D. Educational/Wellness Opportunities/Enrollment Fee Waiver Program
25

26 1. To improve staff development opportunities, the District will waive enrollment
27 fees for eligible classified employees who enroll in District credit courses,
28 provided that consistent with section C, above, (1) course meeting
29 dates/times shall not conflict with work schedules, and (2) enrollment shall be
30 on a space available basis. Waiver of fees shall be limited to enrollment
31 fees, online registration fees, and health fees for up to fifteen (15) units per
32 fiscal year. Waiver of fees shall not include Non-resident/International
33 Student Tuition.
34

35 1.1 This program is not a guarantee of enrollment in a class; employees
36 who wish to enroll in a course must follow normal District processes
37 regarding admission and enrollment.
38

39 1.2 Eligible classified employees may borrow textbooks for District
40 coursework at no cost from the Bookstore, provided that they
41 complete the "City College of San Francisco Classified Book Loan
42 Program" form and comply with all of the requirements set forth in that
43 form.
44

45 1.3 Employees who wish to avail themselves of this program must
46 complete and submit the District's Enrollment Fee Waiver Program
47 Form (Exhibit C) prior to or at the time of registration. Enrollment Fee
48 Wavier Program Forms submitted after registration will not be
49 honored.

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2. To improve educational opportunities, the District will continue to provide funds for classified employees enrolled in educational/wellness classes outside the District. At the beginning of each fiscal year, the District will allocate additional funds equaling the difference between \$30,000 and any remaining funds from the preceding year(s). The District will reimburse eligible employees who submit verification of successful completion of approved course work up to \$750 per academic year, subject to the limitations set forth below. The Office of Staff Development will be responsible for the distribution of funds under this provision.

2.1 Employees must meet the eligibility requirements in Section D.3 below.

2.2 The course work must be for continuing education purposes.

2.3 Prior written approval of courses must be obtained from the Staff Development Office. Employees who wish to avail themselves of this program must complete and submit to the Staff Development Office an SEIU Local Union 1021 Classified Educational Opportunities/Enrollment Fee Reimbursement Grant form in accordance with the grant guidelines.

2.4 Employees shall not be allowed to work flexible hours to attend such courses.

3. Eligible classified employees are those employees who work a regular schedule (full-time or a minimum 20 hours/week part-time) and who have completed one (1) year or more of continuous service. For this purpose, Christmas, Spring vacation, semester breaks, and the period between the end of the Spring Semester and the start of the Fall Semester are not considered breaks in continuous service.

E. Educational Leave

1. To encourage and enable classified workers to enhance their value to the District through further job-related education, the upgrading of their skills, or retraining for a different career path, paid Educational Leave may be granted. After completing ten (10) years of full-time service in the District, a worker is eligible to apply for Educational Leave.

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2. An eligible worker may, on a form provided by the Human Resources Office, apply for Educational Leave. Such leave may be used for educational or vocational training purposes. The written application must present a detailed description of the proposed activities of the leave and the potential value and benefit of these activities to the District and students. If the worker intends to enroll in school, the application must identify the educational institution to be attended and, by academic term, a list of courses (with course descriptions) the worker is interested in taking while on educational leave.
3. All applications must be received at least sixty (60) days prior to the beginning of the leave. Applications shall be submitted to the Labor Management Committee (LMC) for review and determination. The LMC shall make its determination based on the best interests of the District and its students. In the event that more than one employee applies for such leave, seniority shall be considered as a factor in the LMC's determination. Effective July 1, 2006, the maximum amount of leave available unit-wide in a given fiscal year shall be 2,080 hours. If educational leave is granted, the worker must agree to render, upon completion of the educational leave, a minimum of twenty-four (24) months of service to the District. Failure to render this service will require the worker to refund the salary paid by the District during the leave.
4. Within thirty (30) days of the end of educational leave, the worker shall submit a written report to the LMC of the activities during the educational leave, emphasizing the value of these activities to the District. If the worker attended school on educational leave, he or she shall also submit a transcript or other appropriate documentation showing satisfactory attendance and successful completion of the coursework.
5. During educational leave the worker will be entitled to all benefits. Workers may apply for funds for courses taken during such leave, as provided in section D, above.

ARTICLE 14 PARKING AND PUBLIC TRANSPORTATION

1
2 A. Parking
3

4 Classified employees shall be eligible for issuance of a parking permit enabling them
5 to park in available parking spaces in District lots specified for that purpose.
6

7 1. If the District determines to charge parking fees to its classified, faculty and
8 administrative employees, the Union agrees that the District may require
9 bargaining unit members desiring to park in District lots to pay the fee
10 assessed; provided, however, that nothing herein precludes the District from
11 making reasonable exceptions to a general obligation requirement payment
12 by classified, faculty and administrative employees.
13

14 2. Any changes in District parking policies affecting classified employees shall
15 not be implemented until the District meets and consults with the Union
16 regarding such change; provided, however, that if the District promulgates a
17 pay-for-parking policy without prior consultations with its parking committee,
18 the District shall be obligated to negotiate over the effects thereof.
19

20 3. If the District creates a parking committee for any or all of its campuses, the
21 Union shall be represented on such committee. The Chancellor shall give
22 due consideration to the Union's desire to be represented in numbers equal
23 to other represented groups. If decisions on such a parking committee are
24 made by vote, the Union's vote shall be equal to that afforded any other
25 represented group.
26

27 B. Transit Costs
28

29 During the term of this Agreement, the District and the Union agree to explore
30 means of mitigating transit costs.
31

32 C. Commuter Check
33

34 In order to allow employees to set aside money on a pre-tax basis from their
35 paychecks for the cost of commuting to and from work on mass transit, the District
36 shall participate in a "Commuter Check" program. The District shall provide payroll
37 deduction authorization forms for employees who elect to participate in this program.
38

1
2 A. Definitions
3

4 The term District Public Safety Officer is defined to include the following
5 classifications:

6 Institutional Police Officer 8204
7 TIA-Campus Control 8272
8

9 The term Dispatcher is defined to include the following classification:

10
11 Dispatcher 1704
12

13 B. Uniforms
14

15 District shall provide, in accordance with present practice, uniforms, including shoes
16 or boots, and replacement parts to all Public Safety Officers. Requests for
17 replacement parts shall not be unreasonably denied. Employees may submit
18 anticipated uniform replacement needs each January.
19

20 C. General Bid – The District shall conduct an annual general bid for all public safety
21 assignments.
22

- 23 1. The general bid will occur at least 45 days and no more than 60 days prior to
24 the effective date.
25
26 2. Assignments shall be afforded in accord with Section D.2 below. Inverse
27 seniority in conjunction with the non-seniority factors in Section D.2 below will
28 be used to fill assignments for which no bids are submitted.
29
30 3. Failure to submit a bid shall be interpreted as a preference to continue in the
31 current assignment, but continuation in one's current assignment is not
32 guaranteed.
33

34 D. Job Openings
35

- 36 1. As each new or vacant job opening (also known as shift) becomes available,
37 a notice, including hours, location, work days, days off, the effective date of
38 the opening and the deadline for submitting bids, as specified below, shall be
39 sent to each Public Safety Officer/Dispatcher ten (10) working days prior to
40 being filled on a permanent basis. Public Safety Officers/Dispatchers shall
41 have ten (10) working days prior to the bid deadline to submit bids and the
42 right to withdraw a bid prior to the bid deadline. Once the deadline has
43 occurred, a bid may not be withdrawn.

- 1
2 2. Job openings (also known as shifts) for Public Safety Officers/Dispatchers
3 shall be afforded on the basis of seniority, subject to District operating
4 needs and Civil Service classification, and further provided that the District
5 reserves the prerogative to decline to allow changes in shift assignment of
6 employees with documented disciplinary problems within the past two
7 years when, in the District's judgment, which shall not be arbitrary or
8 capricious, allowing a shift change would impede effective supervision.
9
- 10 3. Temporary assignment in the case of urgent need shall continue until the
11 permanent assignment is completed through this process. This temporary
12 assignment provision shall not be used to transfer public safety officers
13 between campuses or between shifts in an arbitrary or capricious manner.
14

15 E. Safety Supplies and Equipment
16
17

18 All District Public Safety Officers, who have fully completed all required and
19 appropriate training to qualify, shall be furnished, or there will be available for use,
20 pepper spray, batons and bulletproof vests. The outer coverings of bulletproof
21 vests, including straps, fasteners, and Velcro, are to be replaced every two years.
22 The bulletproof vests will be replaced based on the manufacturer's suggested
23 replacement policy. Radios and radio equipment shall be furnished in accordance
24 with current policy.

25 F. Field Training Officer Premium
26

27 Unit members assigned to Field Training Officer duties shall receive a six and one-
28 half percent (6.5%) differential for the duration of the assignment.
29

30 G. On-Call Premium
31

32 Unit members who are specifically directed and required by the Chief of the
33 Department to be on-call when off duty and to be instantly available to return to work
34 to perform their regular duties shall be paid a minimum of two (2) hours of the
35 regular base rate of pay for each assignment of on-call duty. The duration shall be
36 determined by the Chief of the Department based on the operational needs of the
37 Department, and shall not exceed twenty-four (24) continuous hours.
38

39 Employees called back to work while on-call shall be paid at the applicable rate for
40 an additional two (2) hours or for all hours worked, whichever is greater.
41

42 H. Meal Periods
43

44 The 30-minute meal period of Public Safety Officers/Dispatchers is paid, on-duty
45 time. However, meals may be picked up at nearby locations off-campus, provided
46 that (1) the officer receives appropriate campus/district approval, and (2) the officer
47 is able to respond to emergency calls within five (5) minutes from said location.
48

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2
3 I. Peace Officer Bill of Rights
4

5 The District acknowledges that 8204 Institutional Police Officers have additional
6 rights granted under the Public Safety Officers Procedural Bill of Rights
7 (Government Code § 3300 et seq., as it may be amended from time to time).
8 Alleged violations of this section are not subject to the grievance procedure. This
9 preclusion shall not prevent initiation of grievances by PSO's alleging violations of
10 other grievable provisions of this Agreement. A copy of the PSOBR, as it read upon
11 execution of this Agreement, appears at Exhibit H.
12

13 J. Continuing Professional Training for Peace Officers
14

15 The District shall provide continuing professional training mandated by POST and/or
16 District policy, as applicable. Employees in classification 8272, campus control aide,
17 shall receive training necessary for the performance of their jobs, including, as
18 appropriate, training in CPR, weaponless defense, verbal communications/verbal
19 judo, and pepper spray and baton. Employees in classification 1704, Dispatcher,
20 shall receive necessary training for the performance of their jobs.
21

22 Any problems relating to funding or administration of this commitment shall be the
23 subject of discussions between the Chief and Union and shall not be subject to the
24 grievance procedure. Any remaining issues may be brought to the LMC, with the
25 Chief in attendance.
26

27 K. Workers Compensation
28

29 The District and Union share an interest in reducing on the job injuries, assuring
30 appropriate compensation of PSO's injured in the course of duty, encouraging
31 wellness and good attendance, and preventing abuse of the workers compensation
32 system. These interests and concerns will be discussed by the LMC.
33

34 When an employee in the classification of 8204 (Institutional Police Officer) or 8272
35 (TIA-Campus Control) is disabled, whether temporarily or permanently, by injury or
36 illness arising out of and in the course of his or her duties, he or she shall become
37 entitled, regardless of his or her period of service with the District, to a leave of
38 absence while so disabled without loss of salary, for the period of the disability, but
39 not exceeding one year, or until that earlier date as he or she is retired on
40 permanent disability pension, and is actually receiving disability pension payments.
41

42 This provision does not apply in situations where battery pay is available pursuant to
43 Civil Service Rule 120.16.
44

45 L. Miscellaneous Safety Retirement Improvements
46

47 The parties are working together in good faith to assess the appropriateness, costs
48 and legal parameters for securing enhanced retirement benefits for Institutional
49 Police Officers 8204, pursuant to Charter §A8.506.
50

1
2 A. Posting of Examinations
3

4 The District shall post at its Gough Street facility and on a main bulletin board at the
5 Ocean campus and each campus to which the District has assigned a Campus
6 Dean (1) examination announcements for full-time permanent positions, temporary
7 and exempt positions received from the Civil Service Commission, and (2) agendas
8 of Civil Service Commission meetings. Phone numbers for further information
9 regarding positions available within the District shall be provided.
10

11 The Union acknowledges that the District's only obligation under this section is to
12 make a good faith effort to secure and post such information, and that the District
13 cannot be held legally responsible for inadvertent errors by either the Civil Service
14 Commission, or District employees who are responsible for processing the
15 information or for posting.
16

17 B. Transfer Opportunities
18

19 Incumbent employees shall have the opportunity to apply for a transfer to an existing
20 vacant position in the same classification prior to such position being filled by a
21 newly-hired employee.
22

23 In filling job opportunities through transfer, qualifications will be the prime factor
24 considered; provided that, if employees are approximately equal, the most senior
25 person will be assigned to the job where practical. The evaluation of qualifications,
26 ability and operational practicality shall be a management determination, and shall
27 not be arrived at on an arbitrary, capricious or discriminatory basis.
28

29 C. Classified Job Hotline and Web Site
30

31 The District shall continue the job "hot line" (241-2349). The hot line will consist of a
32 tape-recorded message connected to a dedicated phone line. Updated weekly, the
33 hot line will contain announcements of full-time permanent, full-time temporary and
34 full-time exempt jobs available within the District, and part-time jobs with a duration
35 of two or more months within the District. The District has also established a Web
36 Site for the job announcements. Announcements will be on the hot line for two (2)
37 weeks. Notice of the existence of the hot line shall be posted on designated bulletin
38 boards within the District. The District shall publicize the hot line by placing a notice
39 each semester in *City Currents*.
40
41

1
2 A. General Bid - The District shall conduct an annual general bid for all custodial
3 assignments.
4

- 5 1. The general bid will occur at least 45 days and no more than 90 days prior to
6 the effective date.
7
8 2. Assignments shall be afforded in accord with Section B.2 below. Inverse
9 seniority in conjunction with the non-seniority factors in Section B.2 below will
10 be used to fill assignments for which no bids are submitted.
11

12 B. Job Openings
13

- 14 1. All job openings (also known as shifts) shall be posted in the custodial office
15 and at outside sites where custodians are assigned, at least ten (10)
16 calendar days prior to being permanently assigned. The notice of job
17 openings shall identify the hours, location, work days, days off and any
18 special expectations of the assignment.
19
20 2. Job openings (also known as shifts) for custodians shall be afforded on the
21 basis of seniority, provided that the District reserves the prerogative to
22 decline to allow changes in shift assignment of employees with documented
23 disciplinary problems within the past two years when, in the District's
24 judgment, which shall not be arbitrary or capricious, allowing a shift change
25 would impede effective supervision.
26
27 3. Temporary assignment in the case of urgent need shall continue until the
28 permanent assignment is completed through this posting process. This
29 temporary assignment provision shall not be used to transfer custodians
30 between campuses or between shifts in an arbitrary and capricious manner.
31
32 4. As needed, shift assignments may be modified temporarily to permit periodic
33 team cleaning of campuses.
34

35 C. Meetings
36

37 There shall be quarterly custodial labor-management meetings to discuss custodial
38 issues. Additional meetings may be scheduled by mutual agreement.
39

40 D. Uniform Allowance
41

42 1. Current Full-Time Employees
43

44 For 2007-2008, the District will provide three new uniform shirts for current
45 employees. Thereafter, the District shall annually provide two replacement
46 uniform shirts.

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Custodial employees are responsible for the purchase of pants/skirts. For 2007-2008 the District will provide a pants/skirts allowance of \$120 for the purchase of three pairs of pants/skirts. Thereafter, the District shall annually provide \$80 for the purchase of two pairs of pants/skirts.

The District shall set up a vendor account with a mutually agreed upon vendor for the purchase of work shoes/boots. The District shall provide an annual voucher of \$130 for the purchase of work shoes/boots.

2. Current Part-Time Employees

For 2007-2008, the District will provide two new uniform shirts and an allowance of \$80 dollars for the purchase of two pairs of pants/skirts for current part-time employees. Thereafter, the District shall provide one uniform shirt and a uniform allowance of \$40 for the purchase of one pair of pants/skirts annually for current part-time employees. Current part-time employees shall also receive \$130 voucher for the purchase of a pair of work shoes/boots every other year.

3. New Full and Part-Time Employees

New full-time employees shall be provided five (5) uniform shirts upon hire and two replacement shirts annually. New full-time employees shall be provided with a uniform allowance of \$200 for the purchase of five (5) pairs of pants/skirts and \$130 voucher for one pair of work shoes/boots. New part-time employees shall be provided a proportionate share of uniform shirts and a proportionate share of a uniform allowance for the purchase of pants/skirts and a \$130 voucher for one pair of work shoes/boots.

ARTICLE 18 SCHOOL LUNCHROOM HELPERS

1
2 A. Office Pay
3

4 The District shall pay a 5% pay differential to any 2615, School Lunchroom
5 Helper, assigned to work in the office as a permanent assignment. Any 2615
6 assigned office duties, balancing receipts, time-keeping, etc., in the absence of
7 the permanently assigned 2615 for more than five (5) consecutive working days
8 shall receive a 5% pay differential for each day so assigned beyond the initial five
9 (5) day period.

10
11 B. Summer Work
12

13 When possible, management shall post a notice by April 15th of each year, but in
14 no event later than May 1st of each year listing the number of positions needed for
15 summer work, the hours of each assignment, and the days needed. Employees
16 may bid on positions in order of (1) Civil Service seniority; and (2) Civil Service
17 exempt based on original date of hire with the District, provided that there has
18 been no break in service for more than six months. For this purpose, Christmas,
19 Spring vacation, semester breaks, and the period between the end of the Spring
20 semester and the start of the Fall semester are not considered breaks in
21 continuous service.

ARTICLE 19 STATE DISABILITY INSURANCE

1
2 The District will enroll all employees covered by this Agreement in the State Disability
3 Insurance Program, unless the parties agree to a different disability insurance program
4 during the term of this Agreement. Any replacement for SDI shall confer a disability
5 insurance program which is equivalent or more beneficial to the bargaining unit than SDI,
6 and shall be entirely at employees' expense. All new classifications added to the
7 bargaining unit, as defined in Article 1, Section A, and pursuant to Article 1, Section B,
8 shall be included in the State Disability Insurance Program, or a replacement if agreed
9 by the parties.

10
11 The District shall continue to provide to employees short and long term disability
12 insurance benefits and Paid Family Leave benefits. Short term disability and Paid
13 Family Leave benefits are provided through the District and are administered by
14 Innovative Care Systems and long term disability is provided through the Principal
15 Financial Group with terms and conditions as described in benefit plan literature
16 provided. All premium costs for such plan shall be paid by employees. The parties may,
17 by mutual agreement, reopen this provision of the Agreement, which neither party shall
18 unreasonably withhold.

19

ARTICLE 20

TIME OFF FOR PARENT-TEACHER CONFERENCES

- 1
- 2 Represented employees shall be granted paid time off to attend parent-teacher
- 3 conferences. Documentation of the parent-teacher conference must be submitted to the
- 4 appropriate Administrator or his/her designee prior to the granting of the paid time off.
- 5 Such paid time off shall be no more than two (2) hours per semester, per child, including
- 6 travel time.

1
2 A. Notice of Layoff

3
4 Any eligible employee covered by Section C or D below whose position is to be
5 eliminated due to lack of funds or lack of work shall be notified, in writing, with as
6 much advance notice as possible, normally not less than forty five (45) calendar
7 days, but in no case less than two weeks, prior to the effective date of the layoff.
8 The Union shall receive copies of any layoff notices issued.
9

10 B. Meetings with Union

11
12 Prior to any layoff of eligible employees covered by Section C or D below, the
13 District, upon written request of the Union after receipt of the copy of the notice in
14 Section A above, shall meet and negotiate on any proposal(s) advanced as an
15 alternative to layoff and/or the impact of such layoff.
16

17 C. Civil Service Employees

18
19 The layoff and recall of District Civil Service employees shall be in accordance with
20 Civil Service rules and regulations in effect as of July 1, 2000. The five- (5) year rule
21 for City-wide layoff bumping rights shall no longer apply to District employees. Civil
22 Service Rule 121, as it read July 1, 2000, including any rule changes as of the date
23 of ratification of this Agreement, is attached for information only as Exhibit G and is
24 not to be included as part of this Agreement for any other purpose.
25

26 D. Civil Service Exempt Employees

27
28 1. Eligibility

29
30 This Section D applies only to Civil Service exempt employees. It is not
31 applicable to employees covered under Article 21.C nor to any unit member:
32

- 33 1.1 Employed on an as-needed basis;
- 34
- 35 1.2 Employed for a specific time limit or period (not to exceed one year);
- 36
- 37 1.3 Who has an assignment of nineteen (19) hours or less weekly at the
38 time of the layoff; or
- 39
- 40 1.4 Who has less than one (1) year continuous service in the District. For
41 this purpose, Christmas, Spring vacation, semester breaks, and the
42 period between the end of the Spring Semester and the start of the
43 Fall semester are not considered breaks in continuous service.
44

1
2 2. Procedure
3

4 Layoff shall be based on the reverse order of seniority within each class
5 within the District where the functions/duties/responsibilities of the Civil
6 Service exempt employee are the same as others within the District.
7 Seniority for these purposes only shall be determined by the length of current
8 Continuous service with the District. Breaks in service shall be as stated in
9 D.1.4 above.

10
11 2.1 Temporary employees shall be laid off prior to permanent employees
12 within the same classification.

13
14 2.2 A permanent full-time employee laid off shall be entitled to displace
15 other employees in the following order of priority: The least senior
16 temporary full-time employee, the least senior temporary part-time
17 employee, or the least senior permanent part-time employee.
18

19 2.3 A permanent part-time employee laid off shall be entitled to displace
20 the least senior temporary part-time employee.
21

22 3. Recall
23

24 A Unit member laid off in accordance with the provisions of Section D of this
25 Article shall be placed on a twenty-four (24) month recall list for a vacancy
26 which occurs in the District in which his/her functions/duties/responsibilities
27 were the same as the vacancy opening.
28

29 3.1 Such an employee will be notified by telephone, mail or telegram
30 addressed to the last official known address of the laid-off employee.
31

32 3.2 The laid-off employee must contact the District Classified Personnel
33 Services within five (5) work days of contact, if contact is by telephone
34 or telegram, to advise on acceptance of the position; or, if contact is
35 by certified mail, within five (5) work days of receipt or ten (10) days of
36 mailing. Failure to contact within such period will be deemed as
37 rejection of the vacant position and will remove the employee from the
38 recall list.
39

40 E. District-Initiated Layoffs and Layoff/Furlough Prevention
41

42 1. The District recognizes the important role the classified workforce plays in
43 delivering educational opportunities for students. The District will endeavor
44 to work in good faith with the Union to prevent layoffs of bargaining unit
45 employees, including bargaining unit employees occupying categorical or

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grant-funded positions, during the remaining years of this Agreement. The parties recognize that, during the term of this Agreement, the District may be subjected to fiscally exigent circumstances whereby unanticipated, arbitrary and/or severe budget cuts could be imposed by the State on the District.

2. If the Board's adoption of its tentative budget in June 2013 reflects a deficit of \$1.5 million or more, the District shall notify the Union at least 60 calendar days prior to the effective date of any proposed layoff/furlough notice. The District will call for immediate meetings of the Labor Management Committee in order to explore alternatives to layoffs and/or to mitigate the impact or effects of layoffs on the bargaining unit. The Union shall communicate to the District its choice of alternatives to address the deficit.

3. Discussions between the parties and any necessary negotiations and impasse process shall be expedited and shall be completed by the expiration of the 60 day period referenced above. EERA impasse procedures shall be expedited by agreeing, before negotiations commence, on (a) the selection of a mediator and members of the fact-finding panel, and (b) target dates for the commencement and conclusion of the mediation and fact-finding processes. Absent agreement, and upon exhaustion of any applicable procedures, the District reserves its right to unilaterally implement and the Union reserves its right to engage in a lawful strike.

A. Policy

1. The District acknowledges its responsibility to provide safe, healthful work environments for employees. The District agrees it shall maintain and comply with all safety requirements as determined by applicable law, including regulations of the California Occupational Safety and Health Act (Cal-OSHA).
2. Employees acknowledge their responsibility to assist the District in providing a safe, healthful work environment. Each employee agrees to report (upon discovery), in writing if possible, any alleged unsafe condition in his/her work environment to his/her immediate supervisor.
3. No employee shall suffer adverse action by reason of his/her refusal to perform hazardous or unsafe tasks or his/her refusal to enter unsafe or hazardous areas nor shall any employee be subject to discipline or retaliation for exercising any rights under this Article. When in the best judgment of the employee such conditions exist, the employee shall notify his/her immediate supervisor. If it is agreed that a task or area is hazardous, the employee shall be temporarily reassigned until the hazard is eliminated. Where there is no concurrence, the Cal-OSHA representative shall be immediately called to render a final and binding decision. The Union shall be simultaneously notified and the employee shall be temporarily reassigned until the determination by Cal-OSHA is rendered. Where the District has determined such work is not hazardous or unsafe, supervisors, managers, volunteers or outside contractors may be utilized to perform the work pending Cal-OSHA final determination. In the event that Cal-OSHA is abolished, then an agreed-upon third party shall be called in to replace the Cal-OSHA representative process.

B. Information

The District shall provide the Union with the vital information on all work-related injuries or illnesses on an annual basis on the form prepared and submitted to Cal-OSHA.

C. Asbestos Abatement Requirements

The District will comply with applicable State and Federal law on asbestos abatement.

1
2 D. Video Display Equipment Working Conditions
3

4 1. Policy
5

6 The District and the Union agree that employees working on video display
7 equipment shall have safe and healthy work environments. Wherever
8 possible this environment shall avoid excessive noise, crowding, contact with
9 fumes and other recognized unhealthy conditions. The District agrees upon
10 request of the Union to consult on ways to design the flow of work to avoid
11 excessive, uninterrupted use of video display equipment by employees.
12

13 2. Eye Examinations
14

15 Pursuant to Article 2, General Provisions, the Labor Management Committee
16 will explore the means and feasibility of implementing eye examinations for
17 unit members required to use video display equipment.
18

19 3. Breaks
20

21 Every employee whose work assignment will require more than four (4)
22 hours continuous use of video display equipment shall be required to take a
23 break away from his/her screen for at least fifteen (15) minutes after two (2)
24 hours of work. In the event the normal work schedule does not provide a
25 lunch or rest break every two (2) hours, the employee shall be assigned
26 duties away from the video display screen for fifteen (15) minutes after two
27 (2) hours of work.
28

29 4. Physical Plant
30

31 The District agrees to provide, subject to budgetary and fiscal ability and
32 proven need, the following for users of video display equipment:
33

34 4.1 When requested by the employee, effective glare screens shall be
35 affixed to the front of such machines;
36

37 4.2 Adjustable chairs, footrests and tables to allow for adjustment of
38 individual machines to provide each operator with optimum comfort
39 and the minimum amount of physical stress; and
40

41 4.3 Optimal lighting conditions adapted to accommodate the types of
42 equipment in use at each work site shall be provided.
43

1
2 5. Acquisition or Replacement of Machines
3

4 Prior to the acquisition of additional or replacement machines, the District
5 agrees to consult with the Union on the design of the machines, including
6 such features as separate keyboards, tiltable screens, phosphor colors,
7 brightness controls and any other features relating to operator health and
8 well-being. The District will give the Union as much advance notice as
9 possible of such changes.

10
11 6. Inspection of Machines
12

13 The District agrees to inspect each machine in use on a regular basis and to
14 maintain all equipment in proper repair, state of cleanliness and working
15 order.

16
17 7. Pregnancy
18

19 Upon request, a pregnant employee shall have the right to be assigned
20 duties or to be temporarily appointed to another position away from video
21 display equipment for the duration of the pregnancy.

22
23 E. Temporary Alternate Assignment
24

25 The District agrees to make a good-faith effort to develop alternative assignments
26 for temporarily disabled or pregnant employees whose doctors certify that they are
27 temporarily unable to perform specified aspects of their regular job duties if, in the
28 particular situation, (1) there is sufficient work which the employee can temporarily
29 perform available within the employee's job classification in the department or work
30 unit and (2) in the opinion of the administrator or designee, assigning the work to the
31 temporarily disabled employee or pregnant employee can be done without
32 adversely affecting the operation of the department or work unit.

33
34 F. Health and Safety Committee
35

36 The Union shall designate representatives to the Health and Safety Committee in
37 accordance with the Shared Governance Agreement. Nothing shall preclude Local
38 1021 representatives from requesting that the Committee (1) review Workers
39 Compensation Form 200's, (2) review Outstanding Health and Safety Work Orders,
40 or (3) develop plans to provide a safe environment. Nothing shall preclude Local
41 1021 representatives from presenting additional documents and/or issues, as
42 appropriate.

ARTICLE 23 REST BREAKS

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Full-time employees are allowed two (2) 15-minute rest breaks per day; generally, one taken in the first half of the shift, and one taken in the second half of the shift. Part-time employees who work a continuous shift of at least 3.5 hours per day are allowed one (1) 15-minute break after two (2) consecutive hours of work. Occasionally, such breaks may be delayed at the request of a supervisor in order to complete urgent work assignments, or to fulfill District needs. Such breaks shall not be used in the following situations:

1. To arrive late for work;
2. To leave work early;
3. Within one (1) hour of the beginning or ending of regular work assignments, unless specifically authorized. Any such authorization shall not be considered as precedent-setting, or as establishing a practice within that work area or within the District.

ARTICLE 25 DURATION OF AGREEMENT AND REOPENER NEGOTIATIONS

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The agreement is in effect from July 1, 2013 through and including June 30, 2016, unless otherwise specified herein.

A. During the term of this Agreement, either party may reopen negotiations on wages during the months of:

1. January 2016 (nothing herein shall preclude inclusion of retroactivity to July 1, 2014); and/or
2. January 2017 (nothing herein shall preclude inclusion of retroactivity to July 1, 2015)

B. Either party may reopen on employer and employee health and dental rate contributions for the calendar years starting January 1, 2015 and January 1, 2016, 30 days after rates are set by HSS (for medical) and provider (for dental).

C. The parties further agree to Sunshine proposals by February 1, 2016 for negotiations on changes to this agreement to become effective July 1, 2016.

ARTICLE 27 CHILD CARE

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The child care needs of bargaining unit members shall be reviewed and discussed by the Joint Labor-Management Committee (See Article 2, Section F).

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A. Medical

1. The District shall continue to provide, in accordance with carrier requirements, medical care insurance programs to eligible classified employees as determined by the Health Service System.

1.1 There shall be no changes for employee medical premium contributions for the period 7/1/13 – 12/31/15. These rates incorporate a \$200 per year increase in the District's contribution towards medical premiums for employees in employee+2 plans (only), which was effective July 1, 2013. The per pay period employee contributions shall be as follows:

	Member only	Member + 1 Dependent	Member + 2 or more Dependents
Kaiser	\$0	\$117.90	\$286.93
Blue Shield	\$21.59	\$160.03	\$343.68
City Plan	\$309.53	\$668.97	\$1060.18

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1.2 If 2015 contributions of employees enrolled for that year in Kaiser Employee + 1 or Kaiser Employee + 2 had been reduced by employees' proportionate share of 2015 premium reductions (after accounting for elimination of the HSS contribution not paid in 2015), the annualized value of that reduction would have been \$58.17 per employee enrolled in Kaiser Employee + 1 and \$74.02 per employee enrolled in Kaiser Employee + 2.

1.3. Effective 1/1/16, Employee bi-weekly contributions towards monthly health premiums shall be adjusted to reflect the proportionate District and Employee share of changes in health care premiums during the 2015 calendar year. Additional changes to total monthly premiums effective in 2016 shall be absorbed by the District without impact to Employee contributions. The new bi-weekly Employee contributions shall be as follows:

1

	Member only	Member + 1 Dependent	Member + 2 or more Dependents
Kaiser	\$0	\$115.67	\$284.05
Blue Shield	\$21.59	\$160.03	\$343.68
City Plan	\$138.08	\$319.64	\$421.47

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1.4. The parties agree that both the proportionate value of 2015 reductions not previously applied and the proportionate cost of 2016 increases absorbed by the District shall be considered as relevant factors in negotiating future salary negotiations.

1.5 Should the City's Charter mandated contribution increase during the term of this Agreement, the amount of the District's contribution as listed above shall increase accordingly.

1.6 Per Article 25.B, medical insurance premiums shall be subject to further negotiations during the term of this Agreement.

2. Temporary employees who work twenty (20) or more hours per week and have six (6) months or more of continuous service may become members of the Health Service System.

3. Effective Summer 2008, temporary school term employees working 20 hours or more per week during periods when school is in session shall continue membership in the Health Service System during summer periods.

4. Employees who have underlying permanent employee status shall continue membership in the Health Service System.

5. The parties continue their commitment to explore alternatives to the Health Service System.

B. Prescription Drug Plan

Effective date of ratification of the CBA for the term beginning July 1, 2007, Classified employees working 20 or more hours per week and their eligible dependents with District-provided Health Service System health plans shall be eligible for the District-provided Drug Plan. Employees and their eligible dependents shall first obtain prescriptions through such plans. The District shall reimburse the employee or eligible dependent co-payment, if any. Employee dependents who are not participating in a District-provided Health Service System health plan shall not be eligible for benefits under the District-provided Drug Plan.

1
2 Prescription Drug Plan co-pay reimbursement to employees will be suspended for
3 three years beginning November 1, 2013 through June 30, 2016. In exchange, the
4 District shall make contributions equivalent to .25% of annual salary expense to
5 OPEB (Retiree Health Care Trust Fund – see Article 28.F).
6

7 C. Life Insurance
8

9 1. The District shall continue to provide, in accordance with carrier
10 requirements, life insurance coverage to full-time and part-time employees.
11

12 1.1 Within sixty (60) days of ratification of this Agreement, the District shall
13 provide, in accordance with carrier requirement, life insurance
14 coverage to employees working 20 hours or more per week.
15

16 1.2. Effective upon ratification of the CBA for the term beginning July 1,
17 2007, subject to carrier requirements, the face value of the life
18 insurance policy shall be \$50,000.
19

20 D. Dental/Orthodontia
21

22 The District shall provide, in accordance with carrier requirements, dental and
23 orthodontia coverage to full-time and part-time employees working 20 hours or more
24 per week and their eligible dependents as follows:
25

26 Dental Insurance: General, Per Year \$3,000.
27 Lifetime Orthodontia \$2,000.
28

29 E. Benefits While on Unpaid Leave of Absence
30

31 1. The District will discontinue payment of any and all contributions for
32 employee health and dental benefits for those employees who remain on
33 unpaid leave status in excess of twelve (12) continuous weeks, with the
34 exception of approved sick leave, workers' compensation leave, family care
35 leave, or mandatory administrative leave.
36

37 2. Affected employees must make arrangements with the District Business
38 Office for payment of benefit premiums within twenty (20) working days
39 following notice of approval of leave. Members not making such
40 arrangements within twenty (20) working days following notice of approval of
41 leave shall have coverage rescinded until they return from leave.

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F. Retiree Health Care Trust Fund (RHCTF)

1. All new employees hired on or after October 1, 2013 will contribute 2% of salary to the District OPEB Trust Fund.
2. Employees hired before October 1, 2013 shall contribute .25% of salary to the District OPEB Trust Fund beginning July 1, 2016. The employees' contribution to the RHCTF Fund will increase by an additional .25% per year starting July 1, 2017 up to one percent (1.0%) of salary as follows:
 - 0.25% of wages effective 7/1/2016;
 - Additional 0.25% of wages effective 7/1/2017, for a total deduction of 0.50% of wages;
 - Additional 0.25% of wages effective 7/1/2018, for a total deduction of 0.75% of wages;
 - Additional 0.25% of wages effective 7/1/2019, for a total deduction of 1.00% of wages

ARTICLE 29 UNIFORMS

1
2 The District shall provide uniforms, including shoes or boots, to employees in
3 classifications:

- 4
5 1760 Machine Operator
6 1762 Senior Offset Machine Operator
7 1930 Warehouse Worker
8 1932 Assistant Storekeeper
9 1934 Storekeeper
10 1936 Senior Storekeeper
11 2608 Supply Room Attendant
12 2615 School Lunchroom Helper
13 2630 School Lunchroom Cook
14 2708 Custodian (See Article 17.C.)
15 2716 Custodial Assistant Supervisor (See Article 17.C)
16 7441 Toolroom Mechanic and Custodian
17

18 Designated administrators shall consult with the Union regarding the type of uniforms,
19 including safety shoes/boots, and the means for providing them. Failing agreement at
20 the department level, disputes shall be referred to the Employee Relations Office for
21 negotiations.
22

23 Effective date of ratification of the Successor Agreement, employees in the following
24 classifications shall be provided with uniform jackets upon request.
25

- 26 1930 Warehouse Worker
27 1932 Assistant Storekeeper
28 1934 Storekeeper
29 1936 Senior Storekeeper
30 2608 Supply Room Attendant
31 2615 School Lunchroom Helper
32 2630 School Lunchroom Cook
33 2708 Custodian (See Article 17.C.)
34 2716 Custodial Assistant Supervisor (See Article 17.C)
35 7441 Toolroom Mechanic and Custodian
36

37 New full-time employees shall be provided five (5) sets of uniforms and one (1) pair of
38 shoes or boots upon hire and two sets of replacement uniforms and one (1) pair of
39 replacement shoes or boots annually. New part-time employees shall be provided a
40 proportionate share of uniforms and one (1) pair of shoes or boots upon hire. Part-time
41 employees shall be provided one (1) set of replacement uniforms annually and one (1) pair
42 of replacement shoes or boots every other year.

ARTICLE 30

SUBCONTRACTING OF WORK

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A. Subcontracting

1. The subcontracting of work by the District shall be consistent with its obligations under the Educational Employment Relations Act.
2. The District will provide the Union with a copy of the "Request for Proposal" where such services could potentially be performed by represented classifications. Such notification shall occur simultaneously upon issuance of the "Request for Proposal."
3. Prior to the subcontracting of services performed by represented classifications, the District upon written request by the Union after receipt of the notice in Section A.2 above, shall meet with the Union to negotiate, consistent with its legal obligation, proposals advanced by the Union as an alternative to subcontracting and/or the impact of such subcontracting.
4. The District abides by a general principle of not contracting out work performed by SEIU bargaining unit personnel. If the District contemplates contracting out of any bargaining unit work, the District will give SEIU notice and, upon request, will engage in full good faith discussions with the Union through the LMC.

ARTICLE 31 DISTRICT VOLUNTARY REDUCED
WORK WEEK AND DAY

31.A – 31.B.6

1
2 A. District Voluntary Reduced Work Week
3

4 Employees in any classification, upon the recommendation of the supervisor and
5 subject to the approval of the Chancellor/designee, may voluntarily elect to work a
6 reduced week for a specific period of time. Such reduced work week shall not be
7 less than twenty (20) hours per week nor for less than three (3) continuous months
8 during the fiscal year. Pay, vacation, holidays and sick pay and any other benefits
9 shall be reduced in accordance with such reduced work week.

10
11 B. District Voluntary Unpaid Time Off Program
12

13 1. Employees in any classification, with the approval of the supervisor and the
14 Chancellor/designee, may voluntarily elect to take unpaid hours or days off,
15 for a specific period of time with no negative impact on other terms and
16 conditions of employment.

17
18 2. Requests for voluntary time off may only be denied for operational reasons or
19 any court decree or order pertinent thereto. When there are conflicting
20 voluntary unpaid time off requests for the same day(s) or time period, and
21 more than one employee in the same classification or performing similar
22 functions cannot be granted time off due to operational needs, the request of
23 the more senior employee shall prevail.

24
25 3. Employees who have requested time off and who have obtained approval of
26 such requests shall not have their time off altered or eliminated without their
27 consent or after two weeks' notice.

28
29 4. Employees who voluntarily take unpaid time off shall continue to accrue
30 vacation, retirement, and sick leave credits at the same rate as if they were in
31 a paid status for the period of their unpaid time off up to a maximum of twenty
32 (20) days per year.

33
34 5. Seniority, holiday pay, retirement and other benefits of employment shall not
35 be negatively impacted due to an employee's participation in the voluntary
36 time off program.

37
38 6. Disputes over the application of this section, B, shall be submitted to a
39 standing panel of three (3) District employees (one appointed by the Union,
40 one by the District, and one by mutual agreement) for resolution in a timely
41 manner.
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C. Furlough

- 1. By mutual agreement, there were no mandatory unpaid furloughs of any duration for any represented employees from date of ratification of the CBA for the term beginning July 1, 2007 through June 30, 2008.
- 2. Furlough Days are implemented in 2011-2012 as indicated in the attached Spring 2012 supplemental agreement (Exhibit K).
- 3. Twelve (12) Furlough Days shall be implemented for the period from July 1, 2012 through June 30, 2013, as set forth in Article 37.A.3.

D. Furlough Prevention

- 1. The District shall follow the procedures set forth in Article 21.E in the event of any furloughs.
- 2. In the absence of a mutual agreement to the contrary, any furloughs that are implemented other than as specifically authorized in Article 31.D above or as otherwise specifically agreed upon in writing shall be limited to three days per year, per employee, and shall be equitably distributed among all of the employees. Upon request, either party shall meet with the other in good faith to discuss specific implementations of furloughs on a different basis. In all cases, furloughs shall be unpaid and employees shall be precluded from using any form of paid leave or compensatory time for the period in issue. Any bargaining unit employee who is furloughed shall be credited with an equivalent amount of paid time off to be used in future years of employment. This paid time off may not be cashed out under any circumstances.
- 3. The decision of the Chancellor to impose furloughs under this subsection and the Chancellor's determination of how the furlough shall be imposed shall be final and not subject to the grievance procedure.

1
2 A. Definition
34 1. Overtime
5

6 Overtime is defined to mean hours worked either in excess of an eight- (8)
7 hour day or a forty- (40) hour work week. Those electing to work ten- (10) or
8 twelve- (12) hour work days, as part of a flexible work schedule, shall be
9 compensated for all hours worked in excess of either a ten- (10) or twelve-
10 (12) hour work day, as applicable.
11

12 2. Hours Worked
13

14 The term "hours worked" does not include sick leave, vacation leave, and
15 floating holidays. The term "hours worked" will include the legal holidays
16 designated in Article 34 of the Collective Bargaining Agreement.
17

18 B. Assignment of Overtime
19

20 1. The appropriate administrator or his/her designee may require employees to
21 work longer than the normal work day or longer than the normal work week.
22 Advance approval is required for all overtime work. To the extent possible,
23 the appropriate administrator or designee shall give as much notice as
24 possible of available overtime to be worked.
25

26 2. Overtime assignments shall be made based on the needs of the District and
27 employee qualifications and ability, provided, however, that if employees are
28 deemed equal, overtime shall be distributed on a voluntary rotational basis
29 within the work unit starting with the most senior employee. An employee
30 requesting voluntary rotational overtime shall be removed from consideration
31 once he/she declines to work such overtime. The evaluation of District need
32 and employee qualifications and ability shall be a management
33 determination, and shall not be arrived at in an arbitrary manner.
34

35 Requests for overtime records shall be made to the Director of Employee
36 Relations. Requests for such records shall be reviewed in accordance with
37 applicable law.
38

39 3. Overtime and/or compensatory time earned and used must be reported to
40 the District's Classified Payroll Section on the appropriate District forms in a
41 timely manner.
42

43 4. Part-time employees are not eligible for paid or compensatory overtime.
44 Such employees will not normally be allowed to work in excess of their
45 normal work schedule.
46

1
2 C. Overtime Compensation
3

4 1. Overtime Compensation Rate
5

6 Overtime shall be compensated at the rate of one-and-one-half times the
7 base hourly rate, which may include a night differential.
8

9 Overtime shall be paid in cash; however, the employee may choose
10 compensatory time in lieu of a cash payment, as provided in Section C.2,
11 below.
12

13 2. Compensatory Time
14

15 Employees subject to the provisions of the Fair Labor Standards Act (non-"Z"
16 designated employees) who are required or suffered to work overtime shall
17 be paid in accordance with the provisions of Section C.1 above, unless the
18 employee chooses that, in lieu of paid overtime, he/she shall be
19 compensated with compensatory time off.
20

21 Compensatory time shall be earned at the rate of time and one-half.
22

23 Non-Z employees shall not accumulate a balance of compensatory time
24 earned in excess of 240 hours, calculated at the rate of time and one-half.
25 Those employees occupying positions designated "L" shall not accumulate a
26 compensatory time balance in excess of 480 hours, calculated at the rate of
27 time and one-half.
28

29 Non-"Z" and "L" designated employees shall be allowed to take any accrued
30 compensatory time upon request to their supervisor. Requests for use of
31 accrued compensatory time off shall not be unreasonably denied. Non-"Z"
32 and "L" designated employees who have compensatory time off balances in
33 excess of 240 and 480 hours, respectively, as of July 1, 2012 shall have two
34 (2) calendar years to bring the balances below the caps listed above.
35 Otherwise, hours in excess of the cap shall be cashed-out.
36

37 D. Overtime for "Z" Employees
38

39 Employees occupying positions determined as being exempt from the Fair Labor
40 Standards Act and designated by a "Z" shall not be paid for overtime worked but
41 shall be granted compensatory time off at the rate of one-and-one-half times for time
42 worked in excess of normal work schedules.
43

1
2 "Z" designated employees shall not accumulate a balance of compensatory time
3 earned in excess of 240 hours. "Z" designated employees who have compensatory
4 time off balances in excess of 240 hours as of July 1, 2012 shall have two (2)
5 calendar years to bring balances below the cap listed above.
6

7 No cash payment for compensatory time shall be allowed for "Z" employees.
8 Provided however that, "Z" employees may opt to be paid in cash in lieu of
9 compensatory time for any holiday worked (listed in Section 34.A). An employee
10 wishing to earn cash instead of compensatory time for any holiday worked must
11 request in writing prior to working the holiday.
12

13 E. Pay-out of Compensatory Time for Non-"Z" and "L" Class Employees at Termination
14 of Employment
15

16 Any compensatory time earned but not used at the time of a non-"Z" or "L"
17 employee's termination of employment shall be paid in accordance with the
18 requirements of the Fair Labor Standards Act.

ARTICLE 33 ADDITIONAL COMPENSATION

A. Night Duty

Employees shall be paid eight percent (8%) more than the base rate for each hour worked between 5:00 p.m. and 12:00 a.m. if the employee works at least one (1) hour of his/her shift between 5:00 p.m. and 7:00 a.m., except for those employees participating in an authorized flex-time program and who voluntarily work between the hours of 5:00 p.m. and 12:00 a.m.

Employees shall be paid ten percent (10%) more than the base rate for each hour worked between the hours of midnight (12:00 a.m.) and 7:00 a.m. provided that the employee's shift includes at least one (1) hour between the hours of midnight (12:00 a.m.) and 7:00 a.m., except for those employees participating in an authorized flex-time program and who voluntarily work between the hours of 12:00 a.m. and 7:00 a.m.

Employees shall be paid night duty compensation, eight (8%) percent more than the base rate, when working overtime at least one hour between the hours of 5:00 p.m. – 12:00 a.m. and ten percent (10%) more than the base rate between the hours of 12:00 a.m. and 7:00 a.m.

B. Interpreter/Translator Pay for Designated Bilingual Positions

A "Designated Bilingual Position" is a position designated by the District which requires translating to and from a foreign language including sign language for the hearing impaired and Braille for the visually impaired.

Effective upon ratification of this Collective Bargaining Agreement, (1) employees and their supervisors will not be required to report actual hours worked interpreting/translating, AND (2) an employee who is assigned by the District to a "Designated Bilingual Position" for less than forty (40) hours biweekly, shall be granted additional compensation of forty dollars (\$40.00) biweekly provided that the employee performs actual service for the District for a minimum of ten percent (10%) of his/her regularly scheduled hours within a biweekly pay period, OR (3) an employee who is assigned by the District to a "Designated Bilingual Position" for forty (40) hours or more biweekly, shall be granted additional compensation of sixty dollars (\$60.00) biweekly provided that the employee performs actual service for the District for a minimum of ten percent (10%) of his/her regularly scheduled hours within a biweekly pay period.

C. Additional Compensation for a Sixth or Seventh Consecutive Workday

For qualifying employees working a 37.5 hour reduced work week schedule, all non-overtime hours worked on a sixth or seventh consecutive work day shall be compensated at time and one-half. The term "hours worked" is as defined in Article 32.A.2.

1
2 A. Holidays3
4 Designation of Holidays

5
6 For the efficient operation of the District, classified employees shall observe holidays
7 the same days which are District holidays. The following is a list of current holidays
8 for all eligible District classified employees.
9

10 Independence Day Observed
11 Labor Day
12 Veterans' Day Observed
13 Thanksgiving Day
14 "Day after Thanksgiving"
15 Christmas Day Observed
16 New Year's Day Observed
17 Dr. Martin Luther King Jr.'s. Birthday Observed
18 Lincoln's Birthday Observed
19 Washington's Birthday Observed
20 Cesar Chavez Birthday
21 Memorial Day
22 Three Floating Holidays
23

24 B. Holiday Compensation for Time Worked

- 25
26 1. Employees required by an administrator or his/her designee to work on any
27 of the above-specified holidays, excepting floating holidays, shall be paid
28 extra compensation at the rate of time and one-half (1½) the usual rate of
29 pay for all regularly scheduled hours worked; provided, however, that at an
30 employee's request and with the approval of the administrator or his/her
31 designee, an employee may be granted compensatory time off in lieu of paid
32 overtime at the rate of time and one-half (1½).
33
- 34 2. A holiday is calculated based upon an employee's regularly scheduled work
35 day.
36
- 37 3. Employees occupying positions determined as being exempt from the Fair
38 Labor Standards Act and designated by a "Z" shall not receive extra
39 compensation for holiday work, but shall be granted compensatory time off
40 equivalent to the time worked at the rate of one-and-one-half (1½) time for
41 work on the holiday.
42

1
2 C. Holidays for Employees on Work Schedules Other Than Monday Through Friday

- 3
4 1. Employees assigned to seven- (7) day operation departments or work units
5 or employees working a five- (5) day work week other than Monday through
6 Friday shall be allowed another day off if a holiday falls on one of their
7 regularly scheduled days off. Employees whose holidays are changed
8 because of shift rotations shall be allowed another day off if a legal holiday
9 falls on one of their days off.
- 10
11 2. Employees regularly scheduled to work on a holiday which falls on a
12 Saturday or Sunday shall observe the holiday on the day it occurs, or if
13 required to work shall receive holiday compensation for work on that day. An
14 employee shall receive holiday compensation only for either the day upon
15 which the holiday occurs or the day upon which the holiday is observed.
16 Holiday compensation shall not be paid for work on the Friday preceding a
17 Saturday holiday nor on the Monday following a Sunday holiday.
- 18
19 3. If the provisions of this section deprive an employee of the same number of
20 holidays that an employee receives who works Monday through Friday,
21 he/she shall be granted additional days off to equal such number of holidays.
22 The designation of such days off shall be by mutual agreement of the
23 employee and the appropriate supervisor with the approval of the
24 administrator or his/her designee. Such days off must be taken within the
25 fiscal year. In no event shall the provisions of this section result in such
26 employee receiving more or fewer holidays than an employee on a Monday-
27 through-Friday work schedule. Departments or work units will use their best
28 efforts to grant each employee qualifying for paid holidays at least one (1) of
29 the following two (2) holidays off: Christmas Day or New Year's Day.

30
31 D. Holiday Pay for Employees Laid Off

32
33 An employee who is laid off at the close of business the day before a holiday who
34 has worked not less than five (5) previous consecutive work days shall be paid for
35 the holiday.
36

37 E. Employees Not Eligible for Holiday Compensation

38
39 Persons employed for holiday work only, or persons employed on a part-time work
40 schedule which is less than twenty (20) hours in a biweekly pay period, or persons
41 employed on an intermittent part-time work schedule (not regularly scheduled), or
42 persons employed on an as-needed, seasonal or project basis for less than six (6)
43 months continuous service, or persons on leave without pay status both immediately
44 preceding and immediately following the legal holiday shall not receive holiday pay.

1
2 F. Part-time Employees Eligible for Holidays
3

- 4 1. Part-time employees who regularly work a minimum of twenty (20) hours in a
5 biweekly pay period shall be entitled to holidays as provided in Section A on
6 a proportionate basis.
7
8 2. Regular full-time employees are entitled to 8/80 or 1/10 time off when a
9 holiday falls in a biweekly pay period; therefore, part-time employees, as
10 defined in the immediately preceding paragraph, shall receive a holiday
11 based upon the ratio of 1/10 of the total hours regularly worked in a biweekly
12 pay period. Holiday time off shall be determined by calculating 1/10 of the
13 hours worked by the part-time employee in the biweekly pay period
14 immediately preceding the pay period in which the holiday falls. The
15 computation of holiday time off shall be rounded to the nearest hour.
16
17 3. The proportionate amount of holiday time off shall be taken in the same fiscal
18 year in which the holiday falls. Holiday time off shall be taken at a time
19 mutually agreeable to the employee and the administrator or his/her
20 designee.
21

22 G. Time Off for Voting
23

24 If an employee does not have sufficient time to vote outside of working hours, the
25 employee may request a reasonable amount of time off as will allow time to vote, in
26 accordance with the State Election Code.
27

28 H. Floating Holidays - Scheduling
29

30 Subject to the approval of the appropriate administrator or his/her designee, floating
31 holidays shall be scheduled by mutual agreement of the employee and his/her
32 supervisor whenever possible. In the event of a conflict where two or more
33 employees in the same classification or performing the same function desire the
34 same floating holidays, the supervisor shall make every effort to grant the
35 preference of the more senior employee, after taking into account the needs of the
36 District. The District shall not arbitrarily change existing floating holiday practices.
37 Any changes in floating holiday schedules shall require prior notice to the affected
38 employees.

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I. Additional Days Off with Pay

1. Bargaining unit employees shall be granted, as paid days off, the days between Christmas Day and New Year's Day.

1.1 "School Term Only" employees not scheduled to work the designated days between Christmas Day and New Year's in Section I.1 above shall be granted three (3) paid days off, to be scheduled by mutual agreement between the employee and his/her supervisor.

2. Bargaining unit employees shall be granted five additional paid days off during Spring Break.

1
2 A. Salary Step
3

4 Appointments to positions in District service shall be at the entrance salary step
5 established for the position except as otherwise provided herein.
6

7 1. Promotive Appointment in a Higher Class
8

9 An employee or officer who is a permanent appointee following completion of
10 the probationary period or six (6) months of permanent service, and who is
11 appointed to a position in a higher classification, either permanent or
12 temporary, deemed to be promotive by the Civil Service Commission shall
13 have his/her salary step adjusted to that step in the promotive class as
14 follows:
15

16 1.1 If the employee is receiving a salary step in his/her present
17 classification equal to or above the entrance step of the promotive
18 class, the employee's salary step in the promotive class shall be
19 adjusted to two (2) steps in the compensation schedule over the
20 salary step received in the lower class but not above the maximum of
21 the salary step range of the promotive classification.
22

23 1.2 If the employee is receiving a salary step in his/her present
24 classification which is less than the entrance step of the salary step
25 range of the promotive classification, the employee shall receive a
26 salary step in the promotive class which is closest to an adjustment of
27 10% above the salary step received in the class from which promoted.
28 The proper step shall be determined by the biweekly compensation
29 schedule and shall not be above the maximum of the salary step
30 range of the promotive class.
31

32 1.3 If the appointment deemed promotive described in Section A above is
33 a temporary appointment, and the employee, following a period of
34 continuous service at least equal to the prescribed probationary period
35 is subsequently given another appointment, either permanent or
36 temporary, deemed promotive from the prior temporary appointment
37 class, the salary step in the subsequent promotive appointment shall
38 be deemed promotive in accordance with Sections A.1.1 and A.1.2
39 above.
40

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

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2. Nonpromotive Appointment

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

3. Appointment Above Entrance Step

Upon the recommendation of the District's Director of Human Resources, and upon notification to the Union, the Chancellor/Appointing Officer may make an appointment at any step in the compensation schedules under the following conditions:

- 3.1. A former permanent District/City employee, following resignation with satisfactory service, is being reappointed to a permanent position in his/her former classification; or
- 3.2. Loss of compensation would result if appointee accepts position at the normal step; or
- 3.3. A severe, easily demonstrated and documented recruiting and retention problem exists, such that all District appointments in the particular class should be above the normal step; or
- 3.4. An appointment is made from an eligible list resulting from an examination announcement issued prior to July 1, 1989, which provided that appointments would be made at a step above the entrance rate; and
- 3.5. The Chief Operating Officer certifies that funds are available. To be considered, requests for adjustment under the provisions of this Section must be received in the offices of the Human Resources Department not later than the end of the fiscal year in which the appointment is made.

1
2 3.6 When the Chancellor/Appointing Officer approves appointments of all
3 new hires in a classification at a step above the entrance rate, the
4 Chancellor/Appointing Officer may advance to that step incumbents in
5 the same classification who are below that step.
6

7 4. Reappointment Within Six Months
8

9 An employee who resigns and is subsequently reappointed to a position in
10 the same classification within six (6) months of the effective date of
11 resignation shall be reappointed to the same salary step that the employee
12 received at the time of resignation.
13

14 B. Compensation Adjustments
15

16 1. Prior Fiscal Year Promotion
17

18 When an employee promoted to a higher classification during a prior fiscal
19 year receives a lesser salary than if promoted in the same class and from the
20 same salary schedule step during the current fiscal year, his/her salary step
21 shall be adjusted on July 1 to the rate he/she would have received had
22 he/she been promoted in the current fiscal year.
23

24 The salary step and anniversary increment date shall be adjusted for any
25 employee promoted from one class to a higher classification who would
26 receive a lesser salary than an employee promoted at a later date to the
27 same classification from the same salary step in the same base class from
28 which the promotional examination was held.
29

30 2. Salary Step Increase in Next Lower Rank Classification
31

32 When a classification that was formerly a next lower rank in a regular civil
33 service promotional examination receives a salary step schedule higher than
34 the salary step schedule of the classification to which it was formerly
35 promotive, the rate of pay to an employee who was promoted from such
36 lower class shall be equivalent to the salary he/she would have received had
37 he/she remained in such lower class.
38

39 3. Continuation of Salary Step Earned Under Temporary Appointment
40

41 When an employee is promoted under temporary appointment to a higher
42 classification during a prior fiscal year and is continued in the same
43 classification without a break in service in the current fiscal year, or is
44 appointed to a permanent position in the same classification, such
45 appointment shall be in accordance with the provisions of this Agreement,
46 provided that the salary shall not be less than the same step in the salary
47 step schedule the employee received in the immediately prior temporary
48 appointment.

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4. Salary Step Anniversary Date Adjustment

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

C. Compensation Upon Transfer or Reemployment

1. Transfer

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

2. Reemployment In an Intermediate Classification

An employee who has completed the probationary period in a promotive appointment that is two or more steps higher in an occupational series than the permanent position from which promoted and who is subsequently laid off and returned to a position in an intermediate ranking classification shall receive a salary step based upon actual permanent service in the higher classification, unless such salary step is less than the employee would have been entitled to if promoted directly to the intermediate classification. Further increments shall be based upon the increment anniversary date that would have applied in the higher classification.

3. Reemployment In a Formerly Held Classification

An employee who has completed the probationary period in an entrance appointment who is laid off and is returned to a classification formerly held on a permanent basis shall receive a salary step based upon the original appointment date in the classification to which the employee is returned. An employee who is returned to a classification not formerly held on a permanent basis shall be placed at a salary step based upon actual service.

1
2 A. Entry at the First Step3
4 1. Advancement Through Salary Steps

5
6 Employees working (20) hours per week or more shall advance to the
7 second step upon completion of six months of service and to each
8 successive step through Step 5 upon completion of the one- (1) year required
9 service. See Article 37.E and F, Wages for requirements for Steps 6 and 7.

10
11 2. School Term Positions

12
13 District employees appointed to school-year-only positions and whose
14 employment is subject to interruption because of school vacation shall be
15 considered to have completed the first six (6) months of service for increment
16 purposes when the aggregate working time from the date of appointment
17 totals six (6) months. To qualify for this increment, these employees may not
18 be absent on leave without pay during this period for more than one (1)
19 month of the aggregate working time. They shall advance to the third step on
20 the next day following the completion of one (1) additional year of service and
21 to each successive step upon completion of required service.

22
23 B. Entry at Other Than the First Step

24
25 Employees who enter a classification at a rate of pay other than the first step shall
26 advance one step upon completion of the one- (1) year required service. Further
27 increments shall accrue following completion of the required service at this step and
28 at each successive step. School-term-only employees of the District appointed at a
29 rate of pay in excess of the first step shall advance to the next step in accordance
30 with the provisions of Paragraph A.2 of this section.

31
32 C. Date Increment Due

33
34 Increments shall accrue and become due and payable on the next day following
35 completion of required service as a employee in the class, unless otherwise
36 provided herein.

37
38 D. Lay-Off

39
40 An employee who (1) has completed probation in a permanent position, (2) is "laid
41 off" from said position, (3) is immediately and continuously employed in another
42 classification with the District/City, either permanent or temporary, and (4) is
43 thereafter employed in his/her permanent position without a break in service, shall,
44 for the purposes of determining salary increments, receive credit for the time served
45 while laid off from his/her permanent appointment.

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E. Exceptions

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

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

1
2 A. Wages
3

- 4 1. During the term of this Agreement, wages shall be increased as follows:
5
6 • .50% increase to wage rates effective 7/1/13
7 • .50% increase to wage rates effective 7/1/14
8 • .50% increase to wage rates effective 7/1/15
9
- 10 2. Wage rates were reduced in 2011 – 2012 through furlough days as indicated in
11 the Spring 2012 supplemental agreement attached (Exhibit K).
12
- 13 3. Wage rates were reduced in 2012-2013 through furlough days as
14 indicated in the October 2012 supplemental agreement attached (Exhibit
15 L)
16
- 17 4. In accordance with Article 25, section A, wages shall be subject to
18 negotiations. However, the District in such negotiations will strive to
19 provide in each of the Fiscal Years covered by this Agreement, a pass
20 through of the State Cost of Living Adjustment (COLA). To achieve this
21 goal, the District, in consultation with SEIU 1021, will need to consider
22 annually: total District revenue and expenses; the availability of State
23 growth dollars to support the District's Annual Enrollment Objectives; the
24 actual level of annual enrollment growth and other revenues; and the
25 impact of the State's budget on the District overall.
26

27 B. Retirement Pickup
28

29 In the 2007/2008 fiscal year, the District agreed to pick up the employee's
30 contribution costs to the San Francisco Employees Retirement System or the
31 Public Employees Retirement System (PERS), whichever is applicable, at the
32 rate of seven and one-half percent (7.5%), or eight percent (8%) for those
33 employees who were enrolled in the Retirement System prior to November
34 2, 1976.
35

36 Effective January 1, 2011, employees received a base wage increase of
37 seven percent (7%) and shall pay their employee contribution in an amount
38 equal to seven and on-half percent (7.5%) of covered gross salary. For
39 employees who became members of the Retirement System prior to
40 November 2, 1976, the District shall pick up the remaining one-half percent
41 (0.5%) of the total eight percent (8%) employee retirement contribution. For
42 Institutional Police Officers enrolled in CalPERS, employees received an
43 increase in base wages of seven percent (7%) and shall pay their own
44 employee contributions in an amount equal to seven percent (7%) of
45 covered gross salary.

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C. Methods of Calculating Salary/Electronic Payroll

The pay periods and methods of calculating salary shall be in accordance with existing District practices and procedures.

D. Step 6 of the District Salary Schedules

Step 6 shall represent five percent (5%) over Step 5. Eligible for movement to Step 6 are those employees working twenty or more hours per week with ten (10) or more years of Service as of June 30, 2007, or thereafter, provided that the five (5) most recent years of service have been with the District.

E. Step 7 of the District Salary Schedules

1. The parties established a Step 7 effective 6/30/07. Effective July 1, 2007, Step 7 shall represent five percent (5%) over Step 6. Eligible for movement to Step 7 are those employees working twenty hours or more per week with fifteen (15) or more years of service in the merit system for the City and County of San Francisco as of June 30, 2008, or thereafter, provided that the ten (10) most recent years of service have been with the District. The service requirement of the ten (10) most recent years of service with the District shall be calculated without regard to breaks in service due to involuntary layoffs or bumping.

2. In successor negotiations, the parties shall assess the cost of implementation and ongoing costs of this modification. The parties shall take fully into account those costs in their negotiations over wages for 2008/09 and following years, pursuant to Article 25, sections A.1 and B.1.

F. Step 8 of the District Salary Schedules

1. The parties shall establish a Step 8 on January 1, 2009. Effective January 1, 2009, Step 8 shall represent five percent (5%) over the existing hourly wage rates for Step 7 of the District. Eligible for movement to Step 8 are those employees working twenty hours or more per week with twenty (20) or more years of service in the merit system for the City and County of San Francisco as of December 31, 2008 or thereafter, provided that the fifteen (15) most recent years of service have been with the District.

2. In successor negotiations, the parties shall assess the cost of implementation and ongoing costs of this modification. The parties shall take fully into account those costs in their negotiations over wages for 2008/09 and following years, pursuant to Article 25, sections A.1 and B.1

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G. Addition of Step(s) to the District's Salary Schedules

The District recognizes the value of long term employees in its annual thru quinquennial step increases in pay scales. The parties recognize the goal of adding additional steps to the classified salary schedule.

By December 31, 2010, the parties shall agree to the modification of the progression of Steps 6 through 8 and to specific implementation dates for Steps 9 and 10. Implementation dates will appear in a successor agreement between the parties.

H. Budget Work Group

The parties will establish a work group to meet and review the following: total District revenue and expenses; the availability of State growth dollars to support the District's Annual Enrollment Objectives; the actual level of annual enrollment growth and other revenues; and the impact of the State's budget on the District overall. This information will be used by both parties to help determine the District's financial status. Please see Article 2F.

I. Inequity Adjustments

Please see Article 2. F.

J. Salary Step Increments 2009 2010

Salary step increments scheduled to be implemented on salary anniversary dates falling between July 1, 2009 and June 30, 2010, were deferred for a period of one year running from the respective salary anniversary dates (non retroactive).

Employees who retired from District service with an effective date on or between July 1, 2009 and June 30, 2010, and who would have been entitled to a salary step increment on salary anniversary dates falling between July 1, 2009 and June 30, 2010, received a retroactive salary step increase. This retroactive salary step increase covered the period running from date the salary step increment was due through the date of retirement, as appropriate.

K. Salary Step Increments 2010 2011

1. Definitions:

a. Group I: Identified group of employees whose salary step increments scheduled to be implemented on salary anniversary dates falling between July 1, 2009 and June 30, 2010 were deferred in Fiscal Year 2009-2010.

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- b. Group II: Identified group of employees whose salary step increments scheduled to be implemented on salary anniversary dates falling between July 1, 2010 and June 30, 2011.
- c. Group III: Identified group of employees whose salary step increments were not scheduled to be implemented on salary anniversary dates falling between July 1, 2009 and June 30, 2011.

- 2. For Group I employees, salary step increments scheduled to be implemented on salary anniversary dates falling between July 1, 2009 and June 30, 2011 were implemented on salary anniversary dates falling between July 1, 2010 and June 30, 2011.

For example, an employee with an anniversary date of August 1 was eligible for Step 4 in 2009. As a result of the deferral, the employee did not receive Step 4 in 2009. On August 1, 2010, the employee was is eligible to receive a Step 4 increment.

- 3. For Group II employees, salary step increments scheduled to be implemented on salary anniversary dates falling between July 1, 2010 and June 30, 2011, were deferred for a period of one year running from the respective salary anniversary dates (non retroactive).

For example, an employee with an anniversary date of August 1 was eligible for Step 4 in 2010. As a result of the deferral, the employee did not receive a Step 4 increment in 2010.

Employees who retired from District service with an effective date on or between July 1, 2010 and June 30, 2011, and who would have been entitled to a salary step increment on salary anniversary dates falling between July 1, 2010 and June 30, 2011, received a retroactive salary step increase. This retroactive salary step increase covered the period running from date the salary step increment was due through the date of retirement, as appropriate.

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4. For Group III employees, effective July 1, 2010 through June 30, 2011, employee wages were reduced by the equivalent of 1.25 hours per each payroll in which the employee received a pay check. For a full time employee, this reduction was equivalent to approximately thirty two (32) hours per employee for Fiscal Year 2010 2011. In accordance with Article 31, but subject to the provisions of this section, employees were credited with a commensurate amount of paid time off on July 1, 2011 to be used in future years of employment. For example, a full time employee subject to a reduction of thirty two (32) hours was credited with thirty two (32) hours of paid time off on July 1, 2011. This paid time off may not be cashed out under any circumstances.
 5. Adjustments to salary step implementation in Fiscal Year 2009 2010 and 2010 2011 shall not modify the service requirement or salary anniversary dates for employees on Steps 5, 6, 7 and 8. For example, an employee with a salary anniversary date of August 1 who received a Step 6 increment in 2007 remained eligible for a Step 7 increment on August 1, 2012.
- L. Employees shall not be eligible for two salary steps in any fiscal year.

**ARTICLE 38 TEMPORARY ASSIGNMENT
OUTSIDE OF CLASSIFICATION**

38.A – 38.B.2

1 **A. Temporary Assignment**
2

- 3 1. "Temporary assignment" means the assignment of an employee by the
4 Chancellor/Appointing Officer or designee, without change in classification, to
5 perform the normal day-to-day duties and responsibilities of a higher classification.
6 A temporary assignment shall be made in writing.
7

8 A temporary assignment is distinguished from a short-term or regular assignment
9 of a portion of work duties which are generally related to the regular duties or level
10 of responsibility of the employee's current class.
11

- 12 2. Requests for classification or reclassification review shall not be governed by this
13 Article but shall be submitted to the Civil Service Commission, whose
14 determination is final and not subject to the grievance procedure.
15

- 16 3. Records of a temporary assignment shall be placed in the employee's personnel
17 file.
18

- 19 4. The evaluation of qualifications, ability, and operational practicality in making a
20 temporary assignment shall be a management determination, which shall not be
21 arbitrary or capricious. When all other factors are deemed equal, a temporary
22 assignment shall be based on seniority in classification and work unit.
23

- 24 5. Work assignments of employees shall not be changed for the sole purpose of
25 evading the requirements of providing acting pay to an employee who would
26 otherwise be eligible. Disputes over this provision shall be processed pursuant to
27 Section C, below.
28

29 **B. Temporary Assignment Pay**
30

- 31 1. An employee assigned by the Chancellor/Appointing Officer or designee to a
32 temporary assignment for more than five (5) work days within a fifteen (15)
33 calendar day period shall receive temporary assignment pay, retroactive to the first
34 (1st) day of the temporary assignment.
35

- 36 2. Upon written approval of the temporary assignment, an employee shall be
37 authorized to receive an increase to a step in an established salary schedule that
38 represents at least five (5) percent above the employee's base salary step and that
39 does not exceed the maximum step of the salary schedule of the classification of
40 the temporary assignment. Appropriate premiums based on percent of salary
41 shall be paid at a rate which includes the acting assignment pay.
42

ARTICLE 38 TEMPORARY ASSIGNMENT
OUTSIDE OF CLASSIFICATION

38.B.3 – 38.C

- 1
2 3. Absences during temporary assignment due to leave in a paid status do not
3 constitute a break in service for the purpose of computing any service
4 requirement for eligibility for acting assignment pay.
5

6 C. Temporary Assignment Disputes
7

- 8 1. An employee who knows or reasonably should have known that he/she has
9 been assigned to perform the normal day-to-day duties and responsibilities of
10 a higher classification, whether in writing or not, and who does not receive
11 such pay must file a temporary assignment outside of classification pay claim
12 within twenty (20) working days of the first pay date covering the period of the
13 temporary assignment with the Director of Human Resources, except in the
14 case where the Director of Human Resources is the individual making the
15 assignment. In such circumstances, the dispute will be filed with the
16 Chancellor/Appointing Officer or designee.
17

18 The Director of Human Resources or the Chancellor/Appointing Officer or
19 designee shall review the claim and shall either approve and submit the claim
20 for payment, or deny the claim.
21

22 In cases of denial, the designee shall provide a full written explanation of the
23 reasons for denial. Denials may be based on either of the following:
24

- 25 1.1 The designee disagrees that the assignment is out of class or;
26
27 1.2 The designee considers the assignment improper, in which
28 case the assignment shall be terminated, but the employee's
29 pay claim will be honored.
30

31 If the Union or the employee does not agree with the written explanation,
32 either can request an informal meeting which will be convened within two
33 weeks with the Director of Human Resources and the appropriate Vice
34 Chancellor to assess the facts and the reasons for denial.
35

36 Denials based on 1.1 above are appealable through the Grievance
37 Procedure beginning at Article 10.H (arbitration) of this Agreement.
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A. Vacation Accrual

1. Employees are entitled to annual vacations after first completing one year of continuous (full-time or 20 hrs./week part-time) service. For this purpose, Christmas, Spring vacation, semester breaks, and the period between the end of the Spring semester and the start of the Fall semester are not considered breaks in continuous service. Vacation allowances are based on length of service as follows:

1.1 A maximum of ten working days per year for the first five years based on a vacation allowance computed at the rate of .0385 of an hour for each hour of paid service.

1.2 A maximum of fifteen working days per year after five years of service based on a vacation allowance computed at the rate of .0577 of an hour for each hour of paid service.

1.3 A maximum of twenty-two working days per year after ten years of service based on a vacation allowance computed at the rate of .0847 of an hour for each hour of paid service.

2. Employees may elect not to take their entire vacation in any one year and in such event may accumulate the days allowable and not taken for use at some future time.

2.1 Employees are entitled to accrue hours of vacation leave at their rate of accrual (as listed above in Article 39.A.1.) up to a maximum (CAP) as follows:

<u>For the Period</u>	<u>Maximum Accrual (CAP)</u>
Through June 30, 2014	480
July 1, 2014	440
July 1, 2015	400

2.2. Through June 30, 2014, employees continue to accrue their vacation above the CAP. After June 30, 2014, employees shall not accrue vacation hours above the CAP as stated in Article 39.A.2.1.

ARTICLE 39 VACATION

39.A.2.3 – 39.A.2.5

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2.3. Employees who have vacation accrual balances in excess of the CAP as of July 1, 2012, 2013 and 2014, respectively, shall schedule vacation with their Supervisor's approval until they use ("burn down") the hours in excess of the CAP.

Vacation Accrual over CAP

<u>On July 1, 2012</u>	<u>Burn down Period</u>
Over 400 and up to 600 hours	One year
Over 600 up to 1,000 hours	Two years – 1/2 per year
Over 1,000 hours	Three years – 1/3 per year

2.4. Employees who have vacation accrual balances in excess of the CAP that do not burn down their balances per Article 39.A.2.3 above, will forgo vacation accruals as follows:

<u>Accrual on June 30, 2012</u>	<u>Forgo Accrual Effective June 30th</u>
Over 480 up to 600 hours	Amount of accrued hours over 480 hours on June 30, 2013; amount of accrued hours over 440 hours on June 30, 2014; amount of accrued hours over 400 hours on June 30, 2015.
Over 600 hours to 1,000 hours	Up to 1/2 the amount of hours over 480 hours on July 1, 2012 not used during the period July 1, 2012 – June 30, 2013; amount of accrued hours over 440 hours on July 1, 2014; amount of accrued hours over 400 hours on July 1, 2014.
Over 1,000 hours	Up to 1/3 the amount of hours over 480 hours on July 1, 2012 not used during the period July 1, 2012 – June 30, 2013; On June 30, 2014, up to 1/2 the amount of hours over 440 hours on July 1, 2012 not used during the period July 1, 2013 – June 30, 2014; amount of accrued hours over 400 hours on July 1, 2015.

2.5 Vacation accrual balances over the CAP as defined in Article 39.A.2.1 cannot be cashed out under any circumstances.

1 B. Vacation Pay

- 2
- 3 1. In computing vacation pay, no employee shall be considered to work more
- 4 than five days each week. Vacation pay for employees working less than a
- 5 five-day week shall be computed proportionately.
- 6
- 7 2. Vacation pay shall include all premiums and differentials that an employee
- 8 earns during the regular work year.
- 9
- 10 3. If a holiday occurs during an employee's vacation and the employee would
- 11 as a matter of law have been entitled to said day as a regular day off, such
- 12 holiday shall not be considered a day of vacation chargeable to the
- 13 employee's vacation allowance.
- 14
- 15 4. An employee with one year or more of service who ceases to be employed
- 16 by the District and who has neither received nor waived his current annual
- 17 vacation allowance shall receive a pro-rata payment for all service performed
- 18 since January 1 of the calendar year in which he ceases to be employed,
- 19 together with an amount equivalent to any accumulated vacation allowance
- 20 due him.
- 21

22 C. Vacation Planning/Scheduling

- 23
- 24 1. Requests for vacation shall be made on the appropriate District form as early
- 25 as possible. Individual work units may establish reasonable deadlines for
- 26 employees' submission of vacation requests. Any subsequent changes in
- 27 vacation schedules require the approval of the appropriate administrator
- 28 and/or his/her designee at least one week prior to the requested change.
- 29
- 30 2. Subject to the approval of the appropriate administrator or his/her
- 31 designee, vacation periods shall be scheduled by mutual agreement of the
- 32 employee and his/her supervisor whenever possible. Approval of vacation
- 33 shall not be withheld for arbitrary or capricious reasons. In the event of a
- 34 conflict where employees in the same classification or performing the same
- 35 function desire the same vacation period, the supervisor shall make every
- 36 effort to grant the preference of the most senior employee or employees,
- 37 after taking into account the needs of the District. Any changes in vacation
- 38 schedule shall require prior notice to the affected employees and an
- 39 employee's authorized vacation shall not be arbitrarily changed.
- 40
- 41 3. The Union and the District agree that more systematic planning for
- 42 vacations at the departmental and work-unit levels would allow employees
- 43 to better schedule and take vacations while ensuring that the work of the
- 44 District is accomplished. To accomplish this goal, the parties shall work
- 45 cooperatively to identify the best practices with respect to vacation
- 46 planning and scheduling, including timely dissemination of information to
- 47 facilitate the planning and scheduling process.

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4. Employees are strongly encouraged to burn down their vacation accruals over the CAP per Article 39.A.2. Individual departments working with their employees shall make every effort to create a schedule for time off requests. Should an employee request to burn down accrued vacation hours over the CAP be denied by the employee's supervisor, employees can seek assistance from Human Resources to facilitate the scheduling of vacation at the most appropriate time that does not compromise a department's operations. On a quarterly basis, Human Resources will check the actual burn down of District-wide vacation accruals over the CAP with a follow-up email to employees and supervisors reminding and encouraging the taking of vacation at mutually agreeable times.
5. Should employees with vacation accrual balances over the CAP not schedule vacation in order to burn down the accrual balances over the CAP, the District reserves the right to schedule the employee's vacation.
6. When employees above the CAP are on extended paid leave, they shall meet with HR upon their return to review their burn down schedule.

**ARTICLE 40 TRANSFER OF SICK LEAVE/VACATION CREDITS FOR
CATASTROPHIC ILLNESS**

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1. Employees of the District may individually transfer their accrued sick leave or vested vacation allowance credits to another individual employee of the District/City and County of San Francisco who has been determined to have sustained a life threatening illness or injury, and who has exhausted his/her vacation allowance, sick leave and compensatory time off. Such employee shall be determined to be catastrophically ill.
2. Employees of the District may individually transfer their accrued sick leave, banked RWW hours, or vested vacation allowance credits to classified employees of the District who have been determined eligible to receive such donations by the Classified Voluntary Sick Leave Bank Committee. The Classified Voluntary Sick Leave Bank Committee shall consist of two (2) District representatives and two (2) Union representatives. This Committee shall administer the District-only catastrophic sick leave application, donation, transfer, and banking conducted pursuant to this paragraph.
3. The maximum donation of sick leave/vacation/RWW credits that an employee may transfer pursuant to this policy per calendar year is 480 hours (12 weeks) to each of the catastrophic leave banks established above, for a total of 960 hours (24 weeks). Sick leave/vacation credits must be transferred in 8-hour increments and may be transferred only once per pay period, per recipient. All transfers are final and irrevocable.

ARTICLE 42 PROBATIONARY PERIOD

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A. Probationary Period

Probationary periods, with the exception of duration, shall be in accordance with Civil Service Rule 117 in effect as of July 1, 2000, as amended March 26, 2001, for all unit members subject to Civil Service or its rules. Civil Service Rule 117, as it read July 1, 2000, as amended March 26, 2001, including any rule changes as of the date of ratification of this Agreement, is attached for information only as Exhibit E and is not to be included as part of this Agreement for any other purpose.

B. Duration of Probationary Period

The probationary period for all unit members subject to Civil Service or its rules shall be six (6) months of service for all permanent appointees. All other unit members subject to Civil Service or its rules, including internal transfers, shall serve a ninety (90) calendar day probationary period.

C. Duration of Probationary Period for Institutional Police (8204)

The probationary period for all Institutional Police Officers (8204) subject to the Regulations of the Commission on Peace Officer Standards and Training (POST) shall be twelve (12) months of service for all permanent appointees, except as provided in Section D, below. Time necessary to complete required POST training shall not be counted as credited service for completion of the probationary period.

D. Impact of Provisional Service on Probationary Period

For employees who have served more than six (6) months in their current provisional class and work unit, following appointment to a permanent position in the same class and work unit, those employees shall serve a probationary period of ninety (90) calendar days, provided that the appropriate supervisor may, with the concurrence of the Director of Human Resources and the Union, extend the probationary period beyond the ninety (90) calendar day period. In the event that the employee is not in agreement with the decision to extend the probationary period, the matter shall be referred to the appropriate vice chancellor for resolution.

1 A. Definitions

- 2
- 3 1. A work day is a tour of duty of eight (8) hours completed within not more
- 4 than nine (9) hours.
- 5
- 6 2. A work week is a tour of duty on each of five consecutive days. However,
- 7 employees who are moving from one shift or one work schedule to another
- 8 may be required to work in excess of five consecutive working days in
- 9 conjunction with changes in their work shift or schedule.
- 10
- 11 3. A part-time work schedule is a tour of duty of less than forty hours per
- 12 week.
- 13
- 14 4. The work year is two thousand eighty (2080) hours (2088 in leap year).
- 15 This definition is not applicable to school-term-only employees.
- 16

17 B. Work Schedule Changes

18
19 The District can change work schedules with two (2) weeks advance notice unless
20 operational exigencies require otherwise. Whenever non-exigent schedule changes
21 are to be made, the employees within the affected work unit shall be allowed to
22 request reassignment to the new work schedule as follows:

- 23
- 24 1. All other factors being equal, in the event that more than one reassignment
- 25 request is made for the same schedule, the qualified employee with the most
- 26 seniority in the class and department/work unit shall be offered that schedule.
- 27
- 28 2. If no employee applies for a particular schedule, the schedule may be filled
- 29 by choosing the employee with the least seniority in the class and
- 30 department/work unit.
- 31
- 32 3. The evaluation of qualifications, ability and operational practicality shall be a
- 33 management determination, and shall not be arrived at in an arbitrary or
- 34 capricious manner.
- 35

36 C. Alternate Work Schedules

- 37
- 38 1. Upon the request of the Union and the District, the District's Director of
- 39 Employee Relations and the Union will meet and negotiate on the subject of
- 40 alternate work schedules.
- 41
- 42

2. Flexible Work Schedules

2.1 With the written approval of the administrator or designee, employees who work a normal 8-hour work day (40-hour work week) may voluntarily work more or less than 8 hours on a particular day provided they work a total of 40 hours in each week of their normal 14-day payroll period.

2.2 Employees who request such flexible work assignments must complete and sign the "Flexible Work Schedule" form (Exhibit D) which (1) indicates that participation in the flex-time program is voluntary and (2) waives all rights to additional compensation with the exception of hours worked in excess of forty (40) hours in a work week.

2.3 The decision to grant or deny a flexible work assignment is final and shall not be unreasonably denied. The decision to grant or deny a flexible work assignment shall not be subject to the grievance procedure.

D. Shift or Work Schedule Exchange

1. Employees in work units employing shifts (Day, Swing, Graveyard) or in work units with overlapping work schedules may exchange all or any portion of their shift or work schedule with an employee of the same classification within the same work unit, provided that (1) the request is of a temporary, short-term nature, (2) the functions/duties/responsibilities of the positions are the same, (3) the employee has obtained prior approval from his/her supervisor at least 48 hours in advance of the beginning of the shift or work schedule, whenever possible, and (4) said shift or work schedule exchange results in no cost to the District. The decision to grant or deny a shift or work schedule exchange is final and shall not be unreasonably denied. The decision to grant or deny a shift or work schedule exchange shall not be subject to the grievance procedure.

2. When an approved shift or work schedule exchange involves Night Duty compensation, only the employee working during the specified time period (Article 33, Section A) shall be entitled to Night Duty compensation.

1
2 E. Reduced Work Week – Use of RWW Time
3

4 1. The Union and the District agree to provisionally continue the
5 Reduced Work Week (RWW) established in February, 2003. The
6 provisions of this RWW Article and the Collective Bargaining
7 Agreement shall be interpreted to avoid (a) an adverse wage or
8 benefit impact due to implementation of the RWW schedule for eligible
9 employees, and (b) more pay or benefits than eligible employees
10 would have received under their pre-RWW schedule.
11

12 2. Notwithstanding the provisions in Sections 44.A and 44.C.2 of the
13 Collective Bargaining Agreement, full-time bargaining unit employees
14 shall work a reduced workweek of 37.5 hours without a reduction in
15 compensation. The workweek will be prorated for employees
16 scheduled to work twenty (20) hours per week or more. Public safety
17 personnel (classifications 8204, 8272 and 1704 only) work a 40 hour
18 workweek.
19

20 3. RWW Schedules
21

22 3.1 All schedules of RWW hours set prior to July 1, 2013 shall be
23 established according to the procedures outlined below in
24 Article 44.E.3.2 and 3.3.
25

26 3.2 All employees shall request their regular 37.5 hour weekly work
27 schedule in advance to obtain their supervisors' approval;
28 otherwise, regular schedules shall be set by department
29 supervisors, administrators and/or directors. Any disputes over
30 schedules shall be referred to the next level of administration
31 and ultimately shall be referred to the appropriate Vice
32 Chancellor for resolution. Vice Chancellors shall rely of Article
33 44.B to resolve any disputes over schedules.
34

35 3.3 Employee Requests to revise the RWW work schedules shall
36 be made using the procedure above in Article 44.E.3.2.
37

38 4. Use of RWW Time
39

40 4.1 When employees are required to work outside their RWW
41 schedule, they shall reschedule their RWW time off so it occurs
42 during the same pay period. Banked RWW hours may not be
43 cashed out under any circumstances.
44

45 For RWW hours banked prior to July 1, 2012, said balances
46 shall be used until such balances are reduced to zero and may
47 not be cashed out under any circumstances.

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4.2 For a full day absence (vacation, sick leave, compensatory time, floating holidays, fixed holidays and paid college breaks), the employee will be paid for eight hours, and will not accumulate RWW for the remaining .5 hours. Accounting for such time is referenced in Section 6 below.

4.3 Employees shall not accumulate RWW banked time during unpaid leaves.

4.4 RWW banked time may not be used to extend the calendar of any School Term Only (STO) or other employees.

5. RWW, Overtime Compensation, & Additional Compensation for a Sixth or Seventh Consecutive Work Day

Per Article 32.A.2, overtime shall be paid after an employee actually works eight (8) hours in a day or forty (40) hours in a week. Time not actually worked, but credited as "RWW hours" for purposes of reporting of pensionable time and calculation of premiums and benefits, is not and shall not be deemed as "time worked" for purposes of calculating overtime. However, time worked between 7.5 and 8 hours in a day or 37.5 to 40 hours in a week may be rescheduled in accordance with the provisions of Section 4.1 above. Article 33.C, as amended, shall govern hours worked on a sixth or seventh consecutive work day for time worked under 40 hours in the week.

6. Accounting for Paid Time Off

6.1 For time off from work due to vacation, sick leave, compensatory time, and floating holidays during an RWW schedule, employees assigned a normal reduced work week consisting of 37.5 hours in five days shall be charged hour-for-hour against the accrued leave balance in the appropriate category, with a 7.5 hour deduction to the appropriate leave balance for a full day of absence. For employees working a 4-10 or other alternative work schedule, the amount of leave deducted shall equate to their time scheduled for the day, with the goal of maintaining the integrity of the 37.5 hour RWW schedule.

For example, a full-time employee who is scheduled to work 7.5 hour days and calls in sick, 7.5 hours will be charged to sick leave and the employee will be paid for 8 hours.

6.2 For all fixed paid time off (designated legal holidays and paid college breaks), full-time employees shall be paid for eight (8) hours per day. Article 34.F shall govern time off for part-time employees who are eligible for holidays.

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7. Premium Pay

In order to avoid an adverse wage impact due to implementation of the RWW schedule, employees' 2.5 hours of RWW time off per week shall be considered time worked for purpose of calculating premiums (not including overtime, see Section 5 above).

8. Retirement

To the extent allowable by law, for purposes of accounting for time worked under the San Francisco Employees Retirement System (SFERS) or, for 8204 Institutional Police Officers, the Public Employees

Retirement System (PERS) the time of employees working under the RWW configuration shall be reported as 37.5 hours worked and 2.5 hours RWW time, totaling 40 hours worked per week, with appropriate pro rating for eligible part-time personnel.

9. Orientation of Supervisors and Managers

The District shall provide training to supervisors and managers regarding implementation of this RWW agreement. The Union and the District will jointly determine the content of training.

10. Continuation of RWW

This Article and RWW shall remain in effect throughout the term of this agreement. Any proposals to change it shall be subject to negotiations, and as appropriate, referral to statutory impasse procedures, toward a successor agreement.

ARTICLE 45 PUBLIC APPRENTICESHIP PROGRAM

1
2 In the event the District contemplates the implementation of a public apprenticeship
3 program for welfare, general assistance or SSI recipients, the District shall negotiate
4 and/or consult with the Union, consistent with its legal obligation. The District shall not
5 use participants of such programs to displace Bargaining Unit members.

ARTICLE 46 REQUIRED TRAVEL REIMBURSEMENT

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Classified employees may be reimbursed for required travel costs necessary for performing their job duties when using their personal automobile or local public transportation. Claimable expenses include: MUNI or BART fares, parking meters, and mileage. Parking lot fees may be reimbursed if the employee provides a printed receipt. In order to be reimbursed, employees must fill out a "Field Expense Report" and obtain the signature of their supervisor. The supervisor's signature on a Field Expense Report will attest that the travel for which reimbursement is sought was required for official business. The District shall pay the mileage reimbursement rate paid by the State of California to its employees. Exclusions from reimbursement include, but are not limited to, travel between the employee's home and work site, travel to attend meetings of a voluntary nature, and travel for personal reasons.

Field Expense Reports shall be filed no later than the month following the month in which the expense was incurred.

ARTICLE 47 EARLY RETIREMENT

- 1 The Union and the District will jointly investigate the feasibility of early retirement
- 2 incentives. Nothing herein shall constitute a commitment of District funds.

ARTICLE 48 WELLNESS

- 1 Wellness Incentive Program
- 2
- 3 ***Article deleted effective 11/01/2013***
- 4

LISTING OF CLASSIFICATIONS

1001	IS OPERATOR-ASSISTANT
1002	IS OPERATOR-JOURNEY
1003	IS OPERATOR-SENIOR
1004	OPERATOR - ANALYST
1013	IS TECHNICIAN-SENIOR
1021	IS ADMINISTRATOR I
1022#	IS ADMINISTRATOR II
1023	IS ADMINISTRATOR III
1024#	IS ADMINISTRATOR-SUPERVISOR
1032	IS TRAINER-JOURNEY
1033	IS TRAINER-SENIOR
1041	IS ENGINEER-ASSISTANT
1042	IS ENGINEER-JOURNEY
1043	IS ENGINEER-SENIOR
1052	IS BUSINESS ANALYST
1053	IS BUSINESS ANALYST-SENIOR
1062	IS PROGRAMMER ANALYST
1063	IS PROGRAMMER ANALYST-SENIOR
1064#	PROGRAMMER ANALYST-PRINCIPAL
1202*	PERSONNEL CLERK
1203*	PERSONNEL TECHNICIAN
1204	SENIOR PERSONNEL CLERK
1210	BENEFITS ANALYST
1220*	PAYROLL CLERK
1222*	SENIOR PAYROLL & PERSONNEL CLERK
1224*	PRINCIPAL PAYROLL/PERSONNEL CLERK
1227	TESTING TECHNICIAN
1233	AFFIRMATIVE ACTION SPECIALIST
1310	PUBLIC RELATIONS ASSISTANT
1312	PUBLIC INFORMATION OFFICER
1314	PUBLIC RELATIONS OFFICER
1402	JUNIOR CLERK
1404*	CLERK
1406*	SENIOR CLERK
1422	JUNIOR CLERK TYPIST
1424	CLERK TYPIST
1426*	SENIOR CLERK TYPIST
1444	SECRETARY I
1446*	SECRETARY II
1452*	EXECUTIVE SECRETARY II
1486	EDUCATIONAL CREDENTIALS TECHNICIAN
1487	FINANCIAL AIDS ASSISTANT
1488#	TIA-EVALUATION TECHNICIAN
1489	TIA-BUSINESS LEARNING CENTER

* Certain employees within this class have been designated CONFIDENTIAL.

Certain employees within this class have been designated SUPERVISORY.

LISTING OF CLASSIFICATIONS

1630	ACCOUNT CLERK
1632	SENIOR ACCOUNT CLERK
1634	PRINCIPAL ACCOUNT CLERK
1636	HEALTH SERVICE BILLING CLERK
1649	ACCOUNTANT INTERN
1650*	ACCOUNTANT
1652*	SENIOR ACCOUNTANT
1654#	PRINCIPAL ACCOUNTANT
1655	SYSTEMS ACCOUNTANT
1657	SENIOR SYSTEMS ACCOUNTANT
1704	DISPATCHER
1706	TELEPHONE OPERATOR
1745*	TIA-COMPUTER SERVICES
1760	OFFSET MACHINE OPERATOR
1762	SENIOR OFFSET MACHINE OPERATOR
1768	TIA-PHOTO/CINEMA
1770	PHOTOGRAPHER
1776	ASSISTANT REPRODUCTION SERVICES MANAGER
1802	RESEARCH ASSISTANT
1822	ADMINISTRATIVE ANALYST
1840*	JUNIOR MANAGEMENT ASSISTANT
1842#	MANAGEMENT ASSISTANT
1844#	SR. MANAGEMENT ASSISTANT
1869#	T I A COMPUTER SERVICES MANAGER
1914	FILM SERVICE TECHNICIAN
1920	INVENTORY CLERK
1922	SENIOR INVENTORY CLERK
1927	TIA-PHYSICAL EDUCATION
1930	WAREHOUSE WORKER
1932	ASSISTANT STOREKEEPER
1934	STOREKEEPER
1936	SENIOR STOREKEEPER
1950	ASSISTANT PURCHASER
1952	PURCHASER
2402	LABORATORY HELPER
2430	MEDICAL EVALUATIONS ASSISTANT
2439#	TIA-STOREOOM MANAGER
2447	TIA-CHEMISTRY
2502	ATHLETIC TRAINER
2608	SUPPLY ROOM ATTENDANT
2615	SCHOOL LUNCHROOM HELPER
2630	SCHOOL LUNCHROOM COOK
2708	CUSTODIAN
2716	CUSTODIAL ASSISTANT SUPERVISOR
3248	PIANIST

* Certain employees within this class have been designated CONFIDENTIAL.

Certain employees within this class have been designated SUPERVISORY.

LISTING OF CLASSIFICATIONS

3536	TIA-PERFORMINGARTS
3537	TIA-MEDIA SERVICE MANAGER
3538	TIA-LANGUAGE LAB
3597	SCHOOL AIDE II
3598	SCHOOL AIDE III
3599	TIA-GUIDANCE AIDE
3616	LIBRARY TECHNICIAN ASSISTANT
3618	LIBRARY TECHNICIAN ASSISTANT II
4306	COLLECTIONS CLERK
4308	SENIOR COLLECTIONS CLERK
4320	CASHIER I (EXCLUDING THOSE EMPLOYED ON A "NON CIVIL SERVICE," PART-TIME, IRREGULARLY SCHEDULED BASIS)
4321	CASHIER II
5260	ARCHITECTURAL ASSISTANT I
5265	ARCHITECTURAL ASSOCIATE I
5266	ARCHITECTURAL ASSOCIATE II
5320	ILLUSTRATOR & ART DESIGNER
5322	GRAPHIC ARTIST
5384	TIA-ELECTRONIC TECHNICIAN
5638	ENVIRONMENTAL ASSISTANT
7302	AUDIO VISUAL EQUIPMENT TECHNICIAN
7396	TIA-BROADCAST EQUIPMENT TECHNICIAN
7441	TOOL ROOM MECHANIC & CUSTODIAN
7444	PARKING METER REPAIRER
8204	INSTITUTIONAL POLICE OFFICER
8272	TIA-CAMPUS CONTROL
9702	EMPLOYMENT & TRAINING SPECIALIST I
9734	STAFF ASSISTANT I, SPECIAL PROJECT

* Certain employees within this class have been designated CONFIDENTIAL.

Certain employees within this class have been designated SUPERVISORY.

City College of San Francisco

EMPLOYEE ENROLLMENT FEE WAIVER PROGRAM

Term Applying for: Fall _____ Spring _____ Summer _____

Complete this form prior to or at the time of registration and return to the **Human Resources Department, 33 Gough Street.**

Name: _____ SSN: _____

Department: _____ Work Location: _____

Job Classification and Title: _____

I have read Article 13.D of the Local 1021/District Collective Bargaining Agreement and understand the conditions of the Employee Enrollment Fee Waiver Program.

Employee Signature: _____ Date: _____

Do not write below the line.

Human Resources Only

This is to verify that the employee whose name appears above is eligible for the Enrollment Fee Waiver Program.

Eligible Not Eligible

Signature: _____

Date: _____

Administrative Services

Date Received: _____

Total Units and As-Of Date Verified:

Units: _____ Date: _____

Signature: _____

Date of Fee Reversal: _____

Please Note: This is an employee benefit expense charged to the Unrestricted Fund

Copy Distribution: Original - Human Resources; Yellow - Administrative Services; Pink – Employee

FLEXIBLE WORK SCHEDULE FORM (Article 44)

CITY COLLEGE OF SAN FRANCISCO

Date:

MEMORANDUM

TO: Classified Employees
 FROM: Clara Starr, Director
 Human Resources
 RE: **FLEXIBLE WORK SCHEDULE**

With the written approval of their administrator or designee, employees who work a normal 8-hour work day (40-hour work week) may voluntarily work more or less than 8 hours on a particular day provided they work a total of 40 hours in each week of their normal 14-day payroll period. Employees who request such flexible work assignments must complete and sign the form below which (1) indicates that participation in the flex-time program is voluntary and (2) waives all rights to additional compensation. The decision to grant or deny a flexible work assignment is final and is not subject to the grievance procedure.

EMPLOYEE NAME: _____

EMPLOYEE CLASSIFICATION: _____

DEPARTMENT/SITE IN WHICH EMPLOYEE WORKS: _____

PROPOSED DATE TO BE WORKED: _____

PROPOSED STARTING TIME: _____

PROPOSED QUITTING TIME: _____

TOTAL HOURS OVER EIGHT: (Round to nearest half hour.) _____

APPROVED BY: _____
 Administrator or Designee

“I acknowledge that this flexible time assignment is voluntary and at my request. I understand that there will be no additional compensation to me for this assignment and agree that all time off to which I am entitled as a result of this assignment will be taken within the current work week. I waive all rights I may have to additional compensation, whether in the form of pay or compensatory time off, as a result of this assignment.”

 Employee

Rule 117

Probationary Period

Applicability: Rule 117 shall apply to employees in all classes who started work in a permanent civil service status on or after March 16, 1998; except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes.

- Sec. 117.1 Requirement for a Probationary Period**
- Sec. 117.2 Definition of Probationary Period**
- Sec. 117.3 Appointments Subject to the Probationary Period**
- Sec. 117.4 Extension of the Probationary Period to Obtain License or Certificate**
- Sec. 117.5 Credit for Probationary Period**
- Sec. 117.6 Successive Probationary Appointment**
- Sec. 117.7 Report of Completion of Probationary Period**
- Sec. 117.8 Voluntary Resumption of the Probationary Period**
- Sec. 117.9 Release of Employee During the Probationary Period**

Rule 117

Probationary Period

Applicability: Rule 117 shall apply to employees in all classes who started work in a permanent civil service status on or after March 16, 1998; except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes.

Sec. 117.1 Requirement for a Probationary Period

- 117.1.1 Any person appointed to a permanent civil service position shall serve a probationary period.
- 117.1.2 Nothing in these provisions is intended to infringe upon or restrict the authority of an appointing officer in releasing a probationary employee as provided in these Rules.

Sec. 117.2 Definition of Probationary Period

The probationary period is defined as:

- 117.2.1 The final and most important phase of the selection process and is to be used for evaluating the performance of an employee in the position to which appointed; and
- 117.2.2 A period of regularly scheduled hours worked, excluding any time off for leave, vacation, other types of time off (not including legal holidays), or overtime.

Sec. 117.3 Appointments Subject to the Probationary Period

A probationary period is required for all of the following types of permanent appointments:

- 117.3.1 Appointment from an eligible list;
- 117.3.2 Appointment following layoff or involuntary leave when the appointment is to a class and/or department other than the one from which laid off, or when a probationary period has not been previously served in the class and department;
- 117.3.3 Appointments by transfer to a position in the same class in another department, status transfer under the status rights of Americans With Disabilities Act provisions of these Rules, or technological transfer;
- 117.3.4 Reappointment of resignees;
- 117.3.5 Reinstatement at the request of the employee to a permanent position in a former class in a department other than a department in which the probationary period had been completed in this former class;

EXHIBIT E

City and County of San Francisco

Civil Service Commission

117.3.6 Advancement from a part-time position to a full-time position except if the employee had previously served a probationary period in a full-time position in the same class in the same department;

- 117.3.7 Reversion by a promotive probationary employee to a position in a former class in which the probationary period has been completed, except if the employee has previously served a probationary period in the same department in that class.

Sec. 117.4 Extension of the Probationary Period to Obtain License or Certificate

An appointing officer, with the approval of the Human Resources Director, may extend the probationary period of a probationary appointee for up to a maximum of twelve (12) calendar months in order to allow the employee time in which to obtain required licenses and/or certificates.

Sec. 117.5 Credit for Probationary Period

- 117.5.1 Time served while on leave of absence to serve under exempt, temporary civil service, or provisional appointment under the same appointing officer in another class during the probationary period may be counted toward the completion of the probationary period for the class from which leave was granted. Appointing officers shall notify the Department of Human Resources in writing of such appointments.
- 117.5.2 An appointing officer may credit as probationary time served, an employee's prior full-time service in a permanent position in the same class, excluding probationary time. Such credits shall not exceed one-half (1/2) of the required length of the probationary period.
- 117.5.3 An appointing officer may credit periods of limited-term transfer toward the completion of the probationary period as provided in the transfer provisions of these Rules.

Sec. 117.6 Successive Probationary Appointment

With the approval of the Human Resources Director, an appointing officer, with the concurrence of the employee, may renew the employee's probationary period. The Human Resources Director shall establish the administrative process and procedures for accomplishing such successive probationary appointments.

Sec. 117.7 Report of Completion of Probationary Period

The appointing officer shall notify the appointee and the Department of Human Resources on the form, and in the manner prescribed by the Human Resources Director, upon completion of an appointee's probationary period.

Sec. 117.8 Voluntary Resumption of the Probationary Period

- 117.8.1 When agreed upon by an appointing officer and an employee, and with the approval of the Human Resources Director, a permanent employee past the probationary period may voluntarily agree to serve a new probationary period in lieu of the department dismissing the employee.
- 117.8.2 The duration of the resumed probationary period shall not exceed six (6) calendar months.

- 117.8.3 During this resumed probationary period, should the employee fail to abide by the terms and conditions of the probationary period set by the department, subsequent action may be taken.
- 117.8.4 This resumed probationary period is subject to all terms and conditions of a probationary period as provided elsewhere in these Rules.

Sec. 117.9 Release of Employee During the Probationary Period

- 117.9.1 Authority and procedures for release of probationary employee.
 - 1) An employee may be released by the appointing officer at any time during the probationary period upon written notice to the employee and the Human Resources Director.
 - 2) Consistent with these Rules and subject to the approval of the Commission, the Human Resources Director shall establish and promulgate procedures for administering and processing the release of probationary employees.
- 117.9.2 Release of probationary employee for disciplinary reasons.
 - 1) If the release of a probationary employee is for disciplinary reasons, a determination of the employee's future employability shall be as provided in this section.
 - 2) The decision on future employability reached through the procedures established under these Rules shall be final and shall not be subject to reconsideration.
 - 3) The Executive Officer shall establish and promulgate the administrative process and procedures including the time frame for filing requests for future employability hearings.
- 117.9.3 Reversion to Former Class - Released Promotive Probationary Employee.
 - 1) Except if the release is for disciplinary reasons and subject to approval of the Human Resources Director, an employee released during a promotive probationary period shall revert to a position in the class from which promoted. If necessary, displacements in the former class shall occur.
 - 2) Except for reasons beyond the control of the Commission or the Human Resources Director, reversion of a released promotive probationary employee shall be accomplished not later than thirty (30) days from the effective date of the employee's release.
 - 3) The Human Resources Director shall establish and promulgate the administrative process and procedures for the reversion of a released promotive probationary employee.

Rule 120

Leaves of Absence

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superseded by a collective bargaining agreement for those employees subject to Charter Section A8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service-Critical classes as covered in Volumes II, III and IV.

Article I: Leaves of Absence - General Requirements

Article II: Sick Leave - General Provisions

Article III: Sick Leave With Pay

Article IV: Sick Leave Without Pay

Article V: Compulsory Sick Leave

Article VI: Disability Leave

Article VII: Military, War Effort and Sea Duty Leaves

Article VIII: Unpaid Administrative Leave or Furlough

Article IX: Other Leaves of Absence

Article X: Appeal Procedures

Sec. 120.1 Leaves of Absence - General Requirements (cont.)

- 120.1.4 The Human Resources Director may direct that leave requests be retained in the department and maintained in a manner so as to be readily available for audit, review or analysis by Department of Human Resources and Office of Labor Standards Enforcement staff.
- 120.1.5 Except as otherwise provided in these Rules, leave granted for the period stated on the prescribed form may be extended or abridged only with the approval of the appointing officer or designee. An employee who does not return to work on the approved date shall be deemed as away without official leave and shall be subject to automatic resignation as provided elsewhere in these Rules.
- 120.1.6 Except when an employee requesting sick leave has accumulated unused sick leave with pay credits and except for employees eligible for military leave with pay, witness or jury duty leave, disability leave or leave due to battery as provided elsewhere in this Rule, or for authorized holiday or vacation, leaves shall be without pay.
- 120.1.7 Refer to the Probationary Period Rule on leave during the probationary period.
- 120.1.8 Exempt employees shall be granted paid sick leave pursuant to Administrative Code Chapter 12W provisions and may be granted leaves in accordance with the provisions of this Rule. The decision of the appointing officer shall be final and not subject to appeal.
- 120.1.9 An appointee shall not be required to sign a resignation form as a condition of approval of a leave.
- 120.1.10 Leaves granted under this Rule shall be indicated on timerolls as designated by the Controller.
- 120.1.11 An authorized leave granted under this Rule shall not be considered as a break in the continuous service of an employee.

Rule 120

Leaves of Absence

Article II: Sick Leave - General Provisions

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section A8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service-Critical classes as covered in Volumes II, III and IV.

Sec. 120.2 Eligibility for Sick Leave

Subject to the provisions of this Rule, employees and officers (hereinafter called "employees") who are absent from their duties because of illness or disability are eligible for sick leave.

Sec. 120.3 Sick Leave - Exclusions from Eligibility

This Rule shall not apply to certificated employees of the School Districts, employees under personal services contracts, elective officers, and members of Boards and Commissions.

Sec. 120.4 Verification of Sick Leave

120.4.1 The appointing officer or designee to whom application for sick leave is made may make such independent investigation as to the necessity for sick leave as is deemed proper and may require certification for any period of sick leave, provided that the employee has been previously notified in writing that such certification for absence of less than five (5) working days shall be required. For employees taking sick leave pursuant to Administrative Code Chapter 12W, the City may take reasonable measures to verify or document that an employee's use of sick leave is taken in accordance with Administrative Code Chapter 12W.

120.4.2 The Human Resources Director may at any time make such independent investigation as may be deemed proper regarding the illness of any person on sick leave.

Sec. 120.5 Retirement Automatically Terminates Sick Leave

Sick leave shall automatically terminate on the effective date of an employee's retirement.

Sec. 120.6 Abridgment of Sick Leave

Sick leaves granted in excess of five (5) working days may be abridged if the employee presents to the appointing officer or designee medical evidence of capability to resume all the duties of the position.

Sec. 120.7 Definition of Sick Leave

A leave granted under this Rule for one of the following reasons shall be known as "sick leave":

120.7.1 Sick Leave - Medical Reasons

Absence because of illness, including alcoholism, or injury other than illness or injury arising out of and in the course of City and County employment; absence due to illness or injury arising out of and in the course of employment is administered either under the Rules of the Retirement Board and is referred to as "disability leave" and may be supplemented as provided elsewhere in this Rule or under the provisions of this Rule and the Administrative Code for those employees injured by battery ("leave due to battery"); and absence because of medical or dental appointments.

120.7.2 Sick Leave - Quarantine

Absence during a period of quarantine established and declared by the Department of Public Health or other authority.

120.7.3 Sick Leave - Bereavement

Absence because of the death of the employee's spouse or domestic partner, parents, step parents, grandparents, parents-in-law or parents of a domestic partner, sibling, child, step child, adopted child, a child for whom the employee has parenting responsibilities, aunt or uncle, legal guardian, or any person who is permanently residing in the household of the employee. Such leave shall not exceed three (3) working days and shall be taken within thirty (30) calendar days after the date of death; however, two (2) additional working days shall be granted in conjunction with the bereavement leave if travel outside the State of California is required as a result of the death.

Sec. 120.7 Definition of Sick Leave (cont.)

120.7.3 Sick Leave - Bereavement (cont.)

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 travel outside the State of California is required as a result of the person's death.

120.7.4 Sick Leave - Maternity

Absence due to the employee's pregnancy or convalescent period following childbirth. Such leave shall not exceed six (6) months provided that such leave may be extended for permanent employees if a physician certifies that a longer convalescence period is required. Such extensions shall be subject to the provisions of this Rule governing sick leave without pay.

120.7.5 Sick Leave - Parental Leave

Absence due to the birth of a child to the employee, the employee's spouse, or the employee's domestic partner or assumption by the employee of parenting or child rearing responsibilities either by adoption or foster care.

120.7.6 Sick Leave - Illness or Medical Appointment of Child, Parent, Spouse or Registered Domestic Partner

Absence because of the illness, injury, or medical or dental appointment of a biological or adoptive child, or child for whom the employee has parenting or child rearing responsibilities. Absence because of illness, injury or medical appointments of the employee's parent, spouse or registered domestic partner.

120.7.7 Sick Leave Pursuant to Administrative Code Chapter 12W

1) Absence due to the illness, injury, medical care, treatment, diagnosis or medical appointment of the employee; employee's child; parent; legal guardian or ward; sibling; grandparent; grandchild; and spouse, registered domestic partner under any state law, or "designated person."

120.7.7 Sick Leave Pursuant to Administrative Code Chapter 12W (cont.)

The aforementioned child, parent, sibling, grandparent, and grandchild relationships include not only biological relationships but also relationships resulting from adoption; step-relationships; and foster care relationships. "Child" includes a child of a domestic partner and a child of a person standing in loco parentis.

2) For the purpose of this section, the definition of "designated person" is: one person designated by an employee who has no spouse or registered domestic partner, as the person for whom the employee may use paid sick leave to aid or care for under this section. The opportunity to make such a designation shall be extended to the employee no later than the date on which the employee has worked thirty (30) hours after paid sick leave begins to accrue. There shall be a window of ten (10) business days for the employee to make this designation. Thereafter, the opportunity to make such a designation, including the opportunity to change such a designation previously made, shall be extended to the employee on an annual basis, with a window of ten (10) business days for the employee to make the designation.

120.7.8 Sick Leave - Compulsory

Leave imposed by an appointing officer due to an employee's medical inability or incapacity to perform all the duties of the position as provided elsewhere in this Rule.

Rule 120

Leaves of Absence

Article III: Sick Leave with Pay

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section A8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service-Critical classes as covered in Volumes II, III and IV.

Sec. 120.8 Sick Leave with Pay Eligibility

120.8.1 Sick leave with pay may be granted to employees who have earned sick leave with pay credits and who have served a total of six (6) continuous months of regularly scheduled paid service except that supplemental disability credits may be used to supplement disability indemnity payments as provided elsewhere in this Rule regardless of length of service and except that an authorized leave of absence with or without pay granted under this Rule shall not be considered as a break in the continuous service of an employee.

120.8.2 A break in service of more than six (6) continuous months by any employee other than an employee designated as a "holdover" will cause prior accumulated sick leave with pay credits to be canceled and eligibility for sick leave with pay must be re-established.

120.8.3 Sick leave with pay credits will continue to accrue at the normal rate while an employee is on either furlough or voluntary unpaid time off in accordance with this Rule, for a maximum of up to ten (10) days per fiscal year for imposed furlough or twenty (20) days per fiscal year for voluntary unpaid time off

Sec. 120.9 Sick Leave with Pay Eligibility Pursuant to Administrative Code Chapter 12W Applicable to Employees Not Otherwise Qualified for Sick Leave

120.9.1 For employees who begin paid status after February 5, 2007, sick leave with pay may be granted to said employees, who have earned sick leave with pay credits under this section, ninety (90) days following their first day in paid status.

Sec. 120.9 Sick Leave with Pay Eligibility Pursuant to Administrative Code Chapter 12W Applicable to Employees Not Otherwise Qualified for Sick Leave (cont.)

- 120.9.2 Employees hired on or before February 5, 2007, shall immediately be eligible to accrue and use sick leave with pay credits under this section.
- 120.9.3 A complete separation in service other than an employee designated as a "holdover" will cause prior accumulated sick leave with pay credits to be cancelled and eligibility for sick leave with pay must be re-established.
- 120.9.4 Employees rehired within one (1) year following a separation will not be subject to the ninety (90) calendar day eligibility period. However, no reinstatement of previously accrued sick leave hours will be credited.

Sec. 120.10 Sick Leave with Pay - Maximum Accumulation of Credits

120.10.1 Sick Leave with Pay – Maximum Accumulation of Credits

Sick leave with pay credits shall be cumulative but the accumulated balance of unused sick leave with pay credits for other employees, the hourly equivalent of 130 working days based on the regular daily work schedule as defined, provided that in no case may the total accumulated unused sick leave with pay credit balance exceed 1040 hours. Maximum accumulated sick leave with pay credits shall be reduced proportionately for employees entering a class or position where the regular work schedule is less than the class exiting if such employees have accumulated unused sick leave with pay credits in excess of the maximum allowable for the new class or position. Such employees shall have all such credits restored upon return to a class or position with an increased regular work schedule.

120.10.2 Maximum Accumulation of Credits Pursuant to Administrative Code Chapter 12W

Sick leave with pay credits shall be cumulative but the accumulated balance of unused sick leave with pay credits shall not exceed seventy- two (72) hours.

Sec. 120.11 Sick Leave with Pay - Restrictions

- 120.11.1 Sick leave with pay is a privilege recognized by Charter and by Ordinance of the Board of Supervisors and should be requested and granted only in cases of

absence because of illness which incapacitates the employee for the performance of duties or as otherwise defined in this Rule.

- 120.11.2 An appointing officer or designee may require proof of incapacitation before granting sick leave with pay for any period of time and may withhold pay for failure to submit such proof provided that the employee had been previously notified in writing that such proof would be required for absences of less than five (5) working days.
- 120.11.3 The rate of earning and accumulating sick leave with pay credits and authorization for its use under this Rule shall in no way inhibit or restrict the right of an appointing officer to establish standards of attendance.

Sec. 120.12 Prohibition Against Employment While on Sick Leave with Pay

- 120.12.1 Employees are prohibited from working in any other employment while on sick leave with pay unless, after considering the medical reason for the sick leave with pay, the appointing officer with the approval of the Human Resources Director, grants permission for the employee to engage in a secondary employment subject to the provisions of these Rules governing such employment.
- 120.12.2 Violators of this section are subject to disciplinary action as provided in the Charter.

Sec. 120.13 Calculation of Sick Leave with Pay Credits

- 120.13.1 Unless otherwise provided in this Rule or by ordinance, sick leave with pay credits shall be earned at the rate of .05 hours for each hour of regularly scheduled paid service excluding, overtime exceeding forty (40) hours per week and holiday pay, except that an employee on disability leave shall earn sick leave with pay credits at the normal rate.
- 120.13.2 Sick leave with pay credits earned pursuant to Administrative Code Chapter 12W shall accrue at the rate of 1 hour for every thirty (30) hours worked.
- 120.13.3 When provided in a Memorandum of Understanding, Class 2320 Registered Nurses who are regularly scheduled to work two (2) twelve (12) hour shifts every weekend in the pilot project shall earn sick leave with pay credits at the rate of .075 hours for each hour of regularly scheduled paid service actually worked during her/his regularly scheduled twelve hour shifts. This Rule shall apply only to those 2320 Registered Nurses who are regularly scheduled to work two 12 hour shifts on weekends in the San Francisco General Hospital Pilot Project.

Sec. 120.14 Disbursement of Sick Leave with Pay Credits

- 120.14.1 Sick leave with pay credits shall be used and deducted at the minimum rate in units of one hour for those employees whose credits are calculated in hours.

Sec. 120.14 Disbursement of Sick Leave with Pay Credits (cont.)

- 120.14.2 When provided in a Memorandum of Understanding, Class 2320 Registered Nurses who are regularly scheduled to work two (2) twelve (12) hour shifts every weekend in the pilot project, and who use sick leave during any portion of such shifts, shall be entitled to use and deduct sick leave with pay credits at the rate of 1.5 hours for each hour of such sick leave, e.g., sick leave for four (4) hours of a shift = six (6) hours sick leave with pay. The benefits of this Rule shall be available only to a 2320 Registered Nurse who is regularly scheduled to work two (2) twelve (12) hour shifts on weekends in the San Francisco General Hospital Pilot Project, and who is required to use sick leave during some of all of her/his regularly scheduled twelve (12) hour shifts on weekends during the pilot project.

Sec. 120.15 Conversion of Sick Leave with Pay Credits from Days to Hours

Sick leave with pay credit balances shall be converted from days to hours based on the equivalent number of hours in such employee's sick leave with pay credit balances. The equivalent number of hours shall be based on the employee's authorized normal daily work schedule in effect on the effective date of this amended Rule, except if the Human Resources Director determines that such conversion is inequitable and allows another formula to be used.

Sec. 120.16 Employees Injured by Battery

- 120.16.1 An employee absent because of bodily injury or illness received in the course of employment and caused by an act of criminal violence shall be entitled to sick leave with pay under the provisions of the Administrative Code.
- 120.16.2 Sick leave with pay under this section shall be known as "leave due to battery" and shall be subject to approval by the Human Resources Director. The Human Resources Director shall make such investigation as is deemed appropriate and may include medical examinations by a physician(s) designated by the Human Resources Director.

City and County of San Francisco

120.16.3 The decision of the Human Resources Director may be appealed to the Commission whose decision is final.

120.16.4 Authorized sick leave under this section shall not be charged against earned sick leave with pay credits.

Sec. 120.17 Appeal of Denial of Sick Leave with Pay

Denial of sick leave with pay to an appointee who is eligible and qualified for such leave is appealable as provided elsewhere in this Rule.

Sec. 120.18 Reimbursement of Vested and Unused Accumulated Sick Leave with Pay Credits Balance

120.18.1 An employee who had accumulated unused sick leave with pay credits and who had completed the service requirement on or before December 5, 1978, shall upon the effective date of retirement for service or disability, or upon the date of death, or upon the date of separation caused by industrial accident, be reimbursed for the accumulated unused sick leave with pay credit balance which had been earned on or before December 5, 1978, and not subsequently used ("vested and unused accumulated sick leave with pay credits") in accordance with the following schedule of service requirements and allowances.

Schedule of Service Requirements and Allowances for Reimbursement of Vested and Unused Accumulated Sick Leave with Pay Credit Balance at the Time of Retirement, Separation Because of Accident or Death	
Service Requirement	Amount of Cash Reimbursement
15 or more years of service	100%
More than 5 continuous years but less than 15 continuous years of service	50%
Up to and including 5 continuous years of service	33.3%

120.18.2 Reimbursement for the vested and unused accumulated sick leave with pay credit balance shall be further subject to the following:

- 1) The Human Resources Director shall administer the provisions of this section.
- 2) Deduction shall be made from the unused accumulated sick leave with pay credit balance which existed on December 5, 1978, in an amount proportional to

any credits used of that balance. Reimbursement shall be made only for the adjusted amount with all credits from the December 5, 1978, balance subsequently used being deducted.

Sec. 120.18 **Reimbursement of Vested and Unused Accumulated Sick Leave with Pay Credits Balance (cont.)**

3) Reimbursement for the vested and unused accumulated sick leave with pay credit balance shall be payable at the time of retirement, separation caused by industrial accident or death, or at a later date when so selected by the employee, but within one (1) year of such retirement, separation or death.

4) Reimbursement is to be computed at the base rate of pay of an employee's permanent class, at the base rate of pay of the class of a temporary or provisional employee with no permanent status, or at the base rate of pay in a temporary or provisional appointment of an employee with permanent status in another class who has held such temporary or provisional appointment continuously for one (1) or more years at the time of separation.

5) No reimbursement shall be made for unused sick leave with pay credits earned on or after December 6, 1978.

6) The enactment of this section is not intended to constitute additional compensation, nor be a part of the rate of pay of the employee, but is reimbursement for the vested and unused accumulated sick leave with pay credit balance to which an employee would have been entitled if the employee had not retired, separated due to industrial injury or died.

Rule 120
Leaves of Absence

Article IV: Sick Leave without Pay

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section A8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service-Critical classes as covered in Volumes II, III and IV.

Sec. 120.19 Sick Leave without Pay - Eligibility

Subject to the provisions of this section, sick leave without pay may be granted to employees who are not eligible for sick leave with pay or, subject to the approval of the appointing officer or designee, employees may choose not to use their sick leave with pay credits.

Sec. 120.20 Sick Leave without Pay - Temporary and Provisional Employees

Sick leave without pay may be granted to temporary or provisional employees. Such leave shall be renewed monthly and shall not be extended beyond three (3) calendar months except for sick leave - maternity.

Sec. 120.21 Sick Leave without Pay - Permanent Employees

- 120.21.1 Sick leave without pay may be approved for permanent employees for the period of the illness provided that requests for prolonged leave shall be renewed every three (3) months and provided further that such leave shall not be extended beyond a period of one (1) continuous year unless the physician designated by the Human Resources Director advises that there is a reasonable probability that the employee will be able to return to employment.
- 120.21.2 If the physician designated by the Human Resources Director determines that there is no reasonable probability that the employee will be able to return to duty, the appointing officer shall have good cause for discharge.
- 120.21.3 The physician designated by the Human Resources Director may defer certification of capability for additional periods of three (3)-month intervals up to one (1) additional year.

Sec. 120.22 Prohibition Against Employment While on Sick Leave Without Pay

- 120.22.1 Employees are prohibited from working in any other employment when on sick leave without pay unless, after considering the medical reason for the sick leave without pay, the appointing officer with the approval of the Human Resources Director, grants permission for the employee to engage in outside employment.

120.22.2 Violators of this section are subject to disciplinary action.

Rule 120

Leaves of Absence

Article V: Compulsory Sick Leave

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section A8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service-Critical classes as covered in Volumes II, III and IV.

Sec. 120.23 Compulsory Sick Leave

- 120.23.1 An appointing officer or designee who has reason to believe that an employee is not medically or physically competent to perform assigned duties, and if allowed to continue in employment or return from leave may represent a risk to co-workers, the public and the employee, may require the employee to present a medical report from a physician designated by the Human Resources Director certifying the employee's medical or physical competency to perform the required duties.

- 120.23.2 If the employee refuses to obtain such physician's certificate or if as a result of a medical evaluation, the employee is found not to be medically or physically competent, the appointing officer or designee may place the employee on compulsory sick leave and shall immediately report such action to the Human Resources Director.

- 120.23.3 An employee shall remain on compulsory sick leave until such time as the employee is found to be competent to return to duty by a physician designated by the Human Resources Director, but such leave shall not exceed the maximum period of sick leave provided in this Rule.

- 120.23.4 The employee placed on sick leave under the provisions of this section may appeal as provided under the appeal provisions of the Medical Examination Rule.

- 120.23.5 An employee placed on compulsory sick leave is ineligible for employment with the City and County and shall be placed under waiver on all lists on which the employee's name appears and shall otherwise be unemployable.

Rule 120

Leaves of Absence

Article VI: Disability Leave

Applicability: The provisions of Rule 120 apply to all officers and employees except for the Uniformed Ranks of the Police and Fire Departments or MTA Service-Critical Classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section A8.409. However, all definitions in this Rule are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service-Critical Classes as covered in Volumes II, III and IV.

Sec. 120.24 Disability Leave

- 120.24.1 Absence due to illness or injury arising out of and in the course of employment is defined as "disability leave" and is administered under the State Workers' Compensation Laws and the Rules of the Retirement Board.
- 120.24.2 An employee who is absent because of disability leave and who is receiving disability indemnity payments may request, by submitting a signed option statement to the employee's department no later than ninety (90) days following the employee's release from disability leave, that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's supplemental disability credits so as to equal the full salary the employee would have earned for the regular work schedule. The regular work schedule shall be that schedule in effect at the commencement of the disability leave.
- 120.24.3 Supplemental disability credits shall be an account separate from, but equivalent to, the employee's accumulated unused sick leave with pay credit balance except that the supplemental disability credit account shall be adjusted as provided below.
- 120.24.4 Failure to exercise the option to supplement disability indemnity payments within ninety (90) calendar days following release from disability leave will preclude later requests.
- 120.24.5 Supplemental disability credits shall be used at the minimum rate in units of one (1) hour.
- 120.24.6 The employee's department shall submit separate timerolls to reflect this action only after the Retirement System certifies the amount of disability indemnity payment, if any, for the period.

Sec. 120.24 Disability Leave (cont.)

- 120.24.7 Salary may be paid on regular timerolls and charged against the unused sick leave with pay credit balance during any period prior to the commencement of the determination of eligibility for disability indemnity payment without requiring a signed option by the employee.
- 120.24.8 When an employee has used sick leave with pay credits and the Retirement System subsequently determines that the employee was entitled to disability indemnity payment for the period of absence, provision shall be made for adjusting the employee's sick leave with pay credit balance and for reimbursing the appropriate City fund for the amount of sick leave with pay credits charged and paid.
- 120.24.9 An employee who uses supplemental disability credits to supplement disability indemnity payments shall, while on disability leave, earn supplemental disability credits at the same rate as sick leave with pay credits.
- 120.24.10 Upon return to duty, an employee who has used supplemental disability credits shall earn sick leave with pay credits at the normal rate and shall earn supplemental disability credits at twice the rate that sick leave with pay credits are earned until such time as the total hours of supplemental disability credits used are regained.
- 120.24.11 Should an employee suffer a recurrence or a new injury before all supplemental disability credits are regained, the supplemental disability credit balance shall be that balance existing at the beginning of the pay period in which the recurrence or new injury occurs and shall be adjusted for the amount of supplemental disability credits subsequently earned and sick leave with pay credits subsequently used.

Sec. 120.25 Use of Sick Leave with Pay Credits to Supplement State Disability Insurance

- 120.25.1 Sick leave with pay credits shall be used to supplement State Disability Insurance (SDI) at the minimum rate in units of one (1) hour.
- 120.25.2 SDI payments to an employee who qualifies and who has accumulated and is eligible to use sick leave with pay credits shall be supplemented with sick leave with pay credits so that the total of SDI and sick leave with pay calculated in units of one (1) hour provides up to, but does not exceed, the regular gross salary the employee would have received for the normal work schedule excluding overtime.

Sec. 120.25 Use of Sick Leave with Pay Credits to Supplement State Disability Insurance (cont.)

- 120.25.3 An employee who wishes not to supplement, or who wishes to supplement with compensatory time or vacation, must submit a written request on a form prescribed by the Human Resources Director to the appointing officer or designee within seven (7) calendar days following the first (1st) date of absence.

120.25.4 Employees who are supplementing SDI earn sick leave with pay credits at the normal rate only for those hours of sick leave with pay credits used.

Rule 120

Leaves of Absence

Article VII: Military, War Effort and Sea Duty Leaves

Applicability Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section A8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service-Critical classes as covered in Volumes II, III and IV.

Sec. 120.26 Military Leave

120.26.1 Military leave is governed by the provisions of applicable Federal and State laws, by Charter provision and by this Rule.

120.26.2 Time of War - Definition

The phrase "time of war" is defined elsewhere in these Rules.

120.26.3 Military Leave - Time of War

Leaves of absence shall be granted to officers and employees for service in the armed forces of the United States or the State of California or for service on ships operated by or for the United States government in time of war and for a period not to exceed three (3) months after the conclusion of such service, but not later than one (1) year after the cessation of hostilities, except in case of disability incurred while in active service with the armed forces or the merchant marines when such disability shall extend beyond such period.

120.26.4 Military Leave - Time of Peace

Whenever any officer or employee shall, by order of the government of the United States or by lawful order of any of its departments or officers, or by lawful order of the State of California, or any of its departments or officers, be directed in time of peace to report and serve in the armed forces of the United States, or in the armed forces of the State of California, said officer or employee shall be entitled to a leave of absence from the employee's office or position during the time of such service and for a period not to exceed three (3) months after the expiration thereof.

Sec. 120.26 Military Leave (cont.)

120.26.5 Military Leave - Permanent Appointees

Any officer or employee on military leave, who prior to such leave has been appointed to a permanent position in the City and County service, shall be entitled to resume such position at the expiration of the leave, and in determining and fixing rights, seniority, salary and otherwise which have accrued and shall inure to the benefit of such officer or employee, the term of military leave shall be considered and accounted as part of the employee's service to the City and County.

120.26.6 Military Leave - Proof of Duty

Officers and employees requesting military leave shall file with the Human Resources Director a copy of the orders necessitating such service prior to the effective date of the leave of absence and upon return from such leave shall submit a copy of the discharge or release.

120.26.7 Military Leave - Salary While on Temporary Leave

Employees who have been employed by the City and County or any other public agency or have been on military duty for a period of not less than one (1) year continuously prior to the date upon which temporary military leave not exceeding 180 calendar days begins shall, as required by the State of California Military and Veterans' Code (Section 395), receive their regular salary or compensation for a period not to exceed thirty (30) calendar days of such military leave in any fiscal year or more than thirty (30) calendar days during any period of continuous military leave.

120.26.8 Military Leave - Probationary Appointees

Refer to the Probationary Period Rule on leave during the probationary period.

120.26.9 Military Leave - Eligible Not Reached for Certification While in Service - Time of War

An eligible on a regular civil service list, who served on active military duty not including reserve service during time of war who presents an honorable discharge or certificate of honorable active service within one (1) year from the date of release from military service, shall be preferred for certification for a period of four (4) years after the cessation of hostilities in the order of standing upon the eligible list at the time of entrance into military service and before

candidates procuring standing through an examination held subsequent to the entrance of such eligibles into the military service.

Sec. 120.26 Military Leave (cont.)

120.26.10 Military Leave - Eligibles Reached for Certification

If while in the military service, the name of an eligible was reached for certification to a permanent position and the eligible presents an honorable discharge or certificate of honorable active service within 120 days from the date of release from active military duty not including reserve service during time of war, the eligible shall be certified to a position in the class for which so reached; and, for all purposes of seniority, the date of certification if appointed, shall be deemed to be the date when the eligible was reached for certification while in the military service. A person appointed in accordance with this section shall serve the required probationary period. An eligible who is offered appointment in accordance with the provisions of this section and who waives appointment and is subsequently certified after withdrawal of waiver shall have seniority as of the date of such certification.

120.26.11 Military Leave - Participants in Written Examinations

Persons who participate in a written examination and who present their orders or other proof of service within 120 days from the date of release from active military service in time of war shall be allowed to participate in the remaining parts of the examination. If they meet all the eligibility qualifications, they shall be certified as of the date they would have been reached for certification in accordance with their rank based on the entire examination.

120.26.12 Military Leave - Employees or Officers Not Subject to Civil Service Examination

Military leave to an elected or appointed officer, appointed for a definite period of time, shall not be extended beyond the period of time for which elected or appointed, provided that if such officer is re-elected or reappointed, then military leave shall be automatically extended for such ensuing period of time.

Military leave to an employee occupying a position exempt from civil service examination shall not extend beyond the period of time for which the employee's appointing officer was elected or appointed.

Sec. 120.27 War Effort Leave

The Board of Supervisors may provide by ordinance that leaves of absence shall be granted to officers and employees during time of war for service directly connected with the prosecution of the war or national defense or preparedness.

Sec. 120.28 Leave for Sea Duty as Licensed Officers

In time of war or while any act authorizing compulsory military service or training is in effect, the Board of Supervisors may provide by ordinance that leaves of absence shall be granted to officers and employees for sea duty as licensed officers aboard ships operated by or for the United States government. The Commission shall amend this section to implement such ordinance.

Rule 120

Leaves of Absence

Article VIII: Unpaid Administrative Leave or Furlough

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section A8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service-Critical classes as covered in Volumes II, III and IV.

Sec. 120.29 Unpaid Administrative Leave or Furlough

120.29.1 General Provisions

- 1) Notwithstanding the layoff and involuntary leave provisions or any other provisions of these Rules, an appointing officer is authorized to impose unpaid administrative leave (furlough) on any employee within that appointing officer's jurisdiction as provided in this section. The imposition of furloughs shall be subject to receipt of a Projected Deficit Notice (PDN) from the Controller stating that the department's budget will be insufficient to support the department's level of spending through the end of the fiscal year.
- 2) The authority of the appointing officer to impose furloughs shall be limited to those furloughs necessary to correct the projected deficit identified by the Controller.
- 3) This Rule shall apply to all employees of the City and County.
- 4) The Superintendent of the San Francisco Unified School District and the Chancellor of the San Francisco Community College District shall also be authorized to furlough any employee in the classified service upon their individual determinations that, based upon a review of projected revenues and expenditures, the budget will be insufficient to support the District's level of spending through the end of the fiscal year.
- 5) No provision of Layoff and Involuntary Leave, including but not limited to any provision regarding the order of layoff, displacement of less senior employees, or reinstatement, shall be applicable to any employees furloughed hereunder.

Sec. 120.29 Unpaid Administrative Leave or Furlough (cont.)

120.29.2 Voluntary Unpaid Time Off

- 1) Prior to imposing a furlough on any employee, an appointing officer shall attempt to determine, to the extent feasible and with due consideration for the time constraints which may exist for eliminating the projected deficit, the interest of employees within the appointing officer's jurisdiction in taking unpaid personal time off on a voluntary basis.
- 2) The appointing officer shall have full discretion to approve or deny requests for voluntary unpaid time off based on the operational needs of the department and any court decrees or orders pertinent thereto. The decision of the appointing officer shall be final except in cases where requests for voluntary unpaid time off in excess of ten (10) working days are denied. In such cases, an employee may appeal in accordance with the procedures provided below for appealing imposition of furlough.
- 3) An employee shall be entitled to take up to ten (10) unpaid days per fiscal year at the rate of no more than five (5) days in a three (3) month period, at the employee's discretion, upon at least fifteen (15) calendar days prior written notice to the employee's appointing officer. Such request shall not be denied except for the reason of a requirement that such position be filled on an overtime or premium pay basis, for essential operational needs or the requirements of a court decree or order.

120.29.3 Furloughs

- 1) Appointing officers are encouraged to furlough entire operational units within departments rather than individual employees; or stagger work hours within an operational unit on a reduced hours basis. The decision of the appointing officer to impose furloughs under this subsection, and the appointing officer's determination of what constitutes an operational unit, shall be final.
- 2) Where, in the discretion of the appointing officer, furlough of an operational unit as prescribed above is not feasible, individual employees within an operational unit may be furloughed.
- 3) To the extent practicable, furlough shall be equitably distributed among all of the employees in the affected department or operational unit to which the Projected Deficit Notice (PDN) has application; and, all of the employees in the affected class(es).
- 4) In determining which employees to furlough, an appointing officer shall consider citywide seniority within a class as well as considering the operational needs of the department.

120.29.3 Furloughs (cont.)

5) In no event shall furlough be imposed upon an employee for more than four (4) days in any three (3) month period or ten (10) days in any fiscal year. Voluntary time off not to exceed a total of five (5) days per quarter or ten (10) days per year, approved pursuant to this section, shall be credited toward the maximum number of furlough days which may be imposed pursuant to this Rule.

6) Employees placed on furlough pursuant to this section shall be notified in writing at least fifteen (15) calendar days in advance of the effective date for the furlough.

7) The decision to furlough an individual employee within an operational unit shall be final except that an employee given notice of a furlough, which taken together with an employee's prior furloughs in the same fiscal year would exceed five (5) working days within any six (6) month period, may file an appeal. Such appeals must be in writing and filed within three (3) calendar days of the date of the notice of furlough with the Human Resources Director with a copy to the appointing officer. Within three (3) calendar days after receiving the appeal, the Department of Human Resources shall refer the written appeal and the appointing officer's written comments, if any, for determination to the Human Resources Director, the Mayor and the Controller, or their designees, who shall meet on no less than twenty four (24) hours public notice. The determination regarding the appeal shall be rendered within seven (7) calendar days of the date of the appeal. This decision is final and shall not be reconsidered by the Commission. The Human Resources Director shall notify the employee and the appointing officer of the decision prior to the effective date of the furlough.

120.29.4 Restrictions on Use of Paid Time Off While on Voluntary Unpaid Time Off or Furlough

1) All voluntary unpaid time off or furlough imposed or granted pursuant to this section shall be without pay.

2) Employees granted voluntary unpaid time off or placed on furlough are precluded from using sick leave with pay credits, vacation credits, compensatory time off credits, floating holidays, training days or any other form of pay for the time period involved.

120.29.5 Imposition of Furlough - Fair Labor Standards Act (FLSA) Restrictions

1) Furlough for employees who are non-exempt under the Fair Labor Standards Act (FLSA) shall be imposed in minimum increments of one (1) hour.

2) Furlough for employees who are exempt under the Fair Labor Standards Act (FLSA) shall be imposed in minimum increments of one (1) day.

Sec. 120.29 Unpaid Administrative Leave or Furlough (cont.)

120.29.6 Vacation and Sick Leave with Pay Accruals While on Voluntary Unpaid Time Off or Furlough

Subject to passage of necessary ordinances by the Board of Supervisors, vacation and sick leave with pay accruals shall continue during a maximum of ten (10) days of furlough in any fiscal year, or a maximum of twenty (20) days for approved voluntary unpaid time off taken pursuant to this Section in any fiscal year.

120.29.7 Duration and Revocation of Voluntary Unpaid Time Off or Furlough

Furlough imposed upon an employee shall remain in force for the period specified in the written notice unless sooner revoked by written notice from the appointing officer. Approved voluntary unpaid time off taken pursuant to this section may not be changed by the appointing officer without the employee's consent.

120.29.8 Resolution of Disputes

Except as provided elsewhere in this section, the Human Resources Director shall act on all disputes arising out of the application or implementation of the provisions of this section. The decision of the Human Resources Director shall be final and shall not be reconsidered by the Commission.

Rule 120

Leaves of Absence

Article IX: Other Leaves of Absence

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section A8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service-Critical classes as covered in Volumes II, III and IV.

Sec. 120.30 Leave to Accept Other City and County Position

120.30.1 Leave by an employee who has completed the probationary period to accept exempt or temporary appointment in the City and County service may be approved for the duration of such appointment. Such leave by a probationary employee is subject to the provisions of the Rule governing the Probationary Period.

120.30.2 Denial of such leave by the appointing officer is appealable as provided elsewhere in this Rule.

Sec. 120.31 Educational Leave

120.31.1 Educational leave is defined as leave for the purpose of educational or vocational training in a field related to the employee's current position and as any training to which a veteran is entitled pursuant to the laws of the United States or the State of California.

120.31.2 Educational leave may be approved for permanent appointees for a period of up to one (1) year. Requests for educational leave of longer than one (1) year must be renewed each year.

120.31.3 Denial of educational leave is appealable as provided elsewhere in this Rule.

120.31.4 An employee on educational leave shall not accept other employment without approval of the appointing officer and the Human Resources Director, except for employment in vacant positions with the City and County during school vacations.

Sec. 120.31 Educational Leave (cont)

120.31.5 As soon as records are available, the employee shall periodically present to the appointing officer a record of completed educational work. These records shall be maintained in such a manner as to be readily available for audit by Department of Human Resources staff. Failure to submit an acceptable record of completed educational work shall subject the employee to disciplinary action as provided in the Charter.

Sec. 120.32 Leave for Civilian Service in the National Interest

120.32.1 Civilian service in the national interest is defined as leave to serve with a federal, state or other public agency or non-profit organization in a program or in a capacity which the Human Resources Director deems to be in the national or general public interest.

120.32.2 Such leave may be approved for permanent appointees for a period of up to one (1) year. Requests for such leave of longer than one (1) year must be renewed each year.

120.32.3 Denial of such leave is appealable as provided elsewhere in this Rule.

Sec. 120.33 Leave for Employment as an Employee Organization Officer or Representative

120.33.1 Leave for employment as an employee organization officer or representative is defined as leave to serve full-time as an officer or representative of an employee organization whose membership includes City employees, or to attend a convention or other type of business meeting of an employee organization as an officer or delegate of the employee organization.

120.33.2 Leave for permanent appointees may be approved for the duration of such service.

120.33.3 Denial of such leave is appealable as provided elsewhere in this Rule.

Sec. 120.34 Family Care Leave

120.34.1 Definition of Family

A unit of interdependent and interacting persons, related together over time by strong social and emotional bonds and/or by ties of marriage, birth, and adoption, whose central purpose is to create, maintain, and promote the social, mental, physical and emotional development and well being of each of its members.

Sec. 120.34 Family Care Leave (Cont.)

120.34.2 Permanent employees who have one (1) or more years of continuous service in any status may be granted up to (1) year of unpaid family care leave for the following reasons:

- 1) The birth of a biological child of the employee;
- 2) The assumption by the employee of parenting or child rearing responsibilities. Family care leave does not apply to an employee who temporarily cares for a child for compensation, such as a paid child care worker;
- 3) The serious illness or health condition of a family member of the employee, the employee's spouse or domestic partner, a parent of the employee or the employee's spouse or domestic partner, the biological or adoptive child of the employee, or a child for whom the employee has parenting or child rearing responsibilities; or
- 4) The mental or physical impairment of a family member of the employee, the employee's spouse or domestic partner, a parent of the employee or the employee's spouse or domestic partner, the biological or adoptive child of the employee, or a child for whom the employee has parenting or child rearing responsibilities, which impairment renders that person incapable of self-care.

120.34.3 Family care leave is unpaid leave. Such leave may be granted in addition to accumulated compensatory time off, vacation time, floating holiday time or sick leave as specified under Sick Leave - Illness or Medical Appointment of Child, Parent, Spouse, or Registered Domestic Partner.

120.34.4 Denial of family care leave is appealable as provided elsewhere in this Rule.

Sec. 120.35 Witness or Jury Duty Leave

120.35.1 An employee who is summoned as a witness on behalf of the City and County or juror for a judicial proceeding shall be entitled to leave with pay less the amount of juror or witness fee paid for the period required for such service (Charter Section A8.400G). An employee who is summoned to serve as a witness in cases which involve outside employment or personal business affairs shall be placed on leave without pay unless vacation leave or compensatory time is requested and granted.

120.35.2 Paid witness or jury duty leave shall be only from an employee's scheduled duty time and shall not include hours outside of scheduled hours of work or on days off.

120.35.3 Such employees shall notify the appointing officer immediately upon receiving notice of jury duty.

- 120.35.4 An employee who takes vacation leave while on witness or jury duty leave shall receive regular salary.
- 120.35.5 Refer to the Probationary Period Rule on leave during the probationary period.

Sec. 120.36 **Holiday Leave**

Holiday leave shall be as provided by ordinance of the Board of Supervisors.

Sec. 120.37 **Vacation Leave**

Vacation leave shall be as provided in the Charter and by ordinance of the Board of Supervisors.

Sec. 120.38 **Involuntary Leave of Absence**

120.38.1 Whenever it becomes necessary to effect a reduction in force due to lack of work or lack of funds which shall result in the displacement of a permanent or probationary appointee from the City and County service, an appointing officer, notwithstanding other provisions of these Rules governing leaves of absence, shall place such employees on a leave of absence of an involuntary nature unless the employee elects to be laid off.

Sec. 120.38 **Involuntary Leave of Absence (cont)**

120.38.2 Such reductions in force shall be effected by the provisions of this Rule governing seniority and order of layoff.

120.38.3 Employees placed on an involuntary leave of absence shall be ranked on the holdover roster for the class from which laid off and shall be returned to duty as provided in this Rule.

120.38.4 Leaves of absence imposed under the provisions of this Rule shall expire upon the return to duty of the holdover, upon the expiration of holdover status, or upon written request of the employee to elect to be laid off while on involuntary leave.

Sec. 120.39 **Religious Leave**

120.39.1 Employees may be granted leave when personal religious beliefs require that the employee abstain from work during certain periods of the work day or work week. Such leave shall be known as "Religious Leave."

120.39.2 Religious leave shall be without pay unless the employee elects to use accumulated compensatory time off, vacation time, or floating holiday time.

120.39.3 Denial of religious leave is appealable as provided elsewhere in this Rule.

Sec. 120.40 **Personal Leave**

- 120.40.1 Personal leave is defined as leave for reasons other than those covered in other sections of this Rule.
- 120.40.2 Personal leave for permanent employees may be approved for a period of up to twelve (12) months within any two (2)-year period. Personal leave for temporary or provisional employees may be approved only if replacement of the employee is not required and for a maximum of one (1) month.
- 120.40.3 On the request of an appointing officer, the Human Resources Director, may for reasons deemed to be in the best interest of the service approve extension of personal leave for permanent employees beyond a twelve (12)-month period.

Rule 120

Leaves of Absence

Article X: Appeal Procedures

Applicability: Rule 120 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section A8.409. However, all definitions in Rule 120 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service-Critical classes as covered in Volumes II, III and IV.

Sec. 120.41 Appeal Procedures

120.41.1 Appeals concerning furloughs or voluntary unpaid time off are excluded from appeal under this section and are appealable as provided elsewhere in this Rule.

120.41.2 In cases where appeal is specifically granted in this Rule, a dispute concerning the application or implementation of the provisions of this Rule shall be processed EITHER, at the option of the employee:

1) in accordance with the grievance procedure provided by the Human Resources Director for unrepresented employees or in a collective bargaining agreement.

2) by appeal in writing to the Human Resources Director, whose decision shall be final and shall not be reconsidered by the Commission. A decision under one option shall preclude the use of the other option.

Rule 121

Layoff

Applicability: Rule 121 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superseded by a collective bargaining agreement for those employees subject to Charter Section 8.409. However, all definitions in Rule 121 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service Critical classes as covered in Volumes II, III and IV.

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Rule 121

Layoff

Article I: Rules Prescribed – Authority

Applicability: Rule 121 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section 8.409. However, all definitions in Rule 121 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service Critical classes as covered in Volumes II, III and IV.

Sec. 121.1 Rules Prescribed – Authority

- 121.1.1 Under the authority of Section 10.101 of the Charter of the City and County of San Francisco, the Civil Service Commission of the City and County of San Francisco does prescribe and adopt the following Rule which shall have the force and effect of law.
- 121.1.2 The Human Resources Director shall be responsible for administering and making effective the provisions of this Rule, and establishing such administrative controls as may be necessary.
- 121.1.3 In all matters pertaining to interpretation of this Rule, the decision of the Commission shall be final.

Rule 121

Layoff

Article II: Seniority

Applicability: Rule 121 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section 8.409. However, all definitions in Rule 121 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service Critical classes as covered in Volumes II, III and IV.

Sec. 121.2 Determination of Seniority

121.2.1 Except as may otherwise be provided in this Rule, seniority shall be determined as follows:

1) Permanent

Seniority for permanent appointees shall be determined by the date of certification which resulted in a permanent appointment to a position in a class in a department. Seniority for appointees granted status or permanent tenure to a class shall be determined by the date of certification in the class from which status or permanent tenure was granted.

2) Temporary from Eligible List

Seniority for temporary employees appointed from an eligible list shall be determined by the date of certification which resulted in a temporary appointment to a position in a class in a department.

3) Limited Tenure

Section 121.2.1-3 shall apply only to employees in classes represented by the Transport Workers Union (TWU), Local 200 and 250A, excluding MTA Service-Critical classes.

Seniority for limited tenure appointees shall be determined by the date an appointee starts to work in a current continuous limited tenure appointment in a department. Seniority in the event of ties shall be determined by the appointing officer whose decision shall be final. For purposes of calculating the seniority of non-civil service or limited tenure employees, all periods of time served in the most recent continuous temporary or limited tenure appointment shall be combined and the cumulative total derived thereby shall be used to determine seniority.

121.2.2 Excluding involuntary leave as provided elsewhere in this Rule, seniority shall not be affected or reduced by current or previous periods of authorized leave of absence or authorized reduction in work schedules.

- 121.2.3 In calculating permanent seniority in a class, temporary seniority in the same class shall not be added to permanent seniority in a class.
- 121.2.4 In calculating temporary seniority in a class, permanent seniority in the same class shall be added to temporary seniority in a class.
- 121.2.5 Seniority acquired in a recognized craft apprenticeship program with the City and County shall be added to seniority in the journey-level class.

Sec. 121.3 Tie Scores in Seniority

- 121.3.1 In the event of ties, seniority of civil service appointees shall be determined by rank on the eligible list. In determining rank, earlier eligible lists have priority over later eligible lists and promotive lists have absolute priority over entrance lists.
- 121.3.2 In the event of a tie in rank among appointees from lists of eligibles adopted on or after December 6, 1991, the methods listed below shall be used to determine seniority in the following order of priority until the tie is broken. First, the appointee with the longest continuous service in the class under permanent civil service appointment regardless of department shall be ranked above appointees with lesser service in the class; then, the appointee with the longest continuous citywide service under permanent civil service appointment regardless of class shall be ranked above appointees with lesser citywide service; finally, if the tie has not been broken by the preceding methods, it shall be broken by lot in the manner prescribed by the Human Resources Director and conducted under the supervision of the Human Resources Director or a designee. The decision of the Human Resources Director shall be final and shall not be reconsidered by the Commission. In no case shall service before resignation and reappointment or discharge and reemployment be included in determining length of service for the purposes of this section.

Sec. 121.4 Establishment and Verification of Seniority Roster

- 121.4.1 When a layoff is imminent, an appointing officer shall notify the Department of Human Resources as to the class or classes affected.
- 121.4.2 If requested by the Human Resources Director, the appointing officer shall provide a seniority roster including, but not limited to, the name, status, certification date, and rank on eligible list of all employees in the affected classes and the number of such employees to be laid off.
- 121.4.3 The Human Resources Director, upon verification of the seniority roster, shall notify the appointing officer of the names of those employees to be laid off.
- 121.4.4 Whenever possible the appointing officer must notify affected employees sufficiently in advance of a layoff.

- 121.7.2 Persons appointed to positions requiring special qualifications or skills shall be laid off when the work requiring such special qualifications or skills is completed, providing such appointees shall have rights to continue employment within their class in positions where the special qualifications or skills are not required if their name has been reached for certification to a regular position.
- 121.7.3 In the event of a layoff, a person appointed to a position requiring special qualifications or skills as approved by the Human Resources Director shall continue in the position unless a more senior employee or holdover in the class in which the layoff occurs possesses the same qualifications and skills. The Human Resources Director may administer such tests as deemed necessary to determine possession of special qualifications and skills.
- 121.7.4 All exceptions to the order of layoff shall require the express approval of the Human Resources Director.

- 121.10.3 Limited tenure appointees who hold permanent status in another class and who are laid off shall revert to their permanent positions.

Sec. 121.11 Temporary Appointees from Eligible List

- 121.11.1 Order of layoff for temporary appointees shall be by class within a department, by inverse order of seniority except if a more senior temporary appointee elects to be laid off. In the event of a conflict, the temporary appointee with the greater seniority shall have preference.
- 121.11.2 The names of temporary appointees who are laid off shall be returned to the eligible lists from which appointed for further certification if such lists are still in existence.

Rule 121

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Article V: Layoff - Probationary Appointees

Applicability: Rule 121 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section 8.409. However, all definitions in Rule 121 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service Critical classes as covered in Volumes II, III and IV.

Sec. 121.12 Layoff Probationary Appointees

- 121.12.1 Probationary appointees shall be laid off in inverse order of the date of permanent certification, except if a more senior probationary or permanent appointee elects to be laid off. In the event of a conflict, the probationary or permanent appointee with the greater seniority shall have preference.
- 121.12.2 As provided elsewhere in these Rules, a probationary appointee, regardless of length of service, may displace any temporary appointee including part-time exempt, in the same class in any department.

Rule 121

Layoff

Article VI: Layoff - Permanent Appointees

Applicability: Rule 121 shall apply to officers and employees in all classes, except the Uniformed Ranks of the Police and Fire Departments and MTA Service-Critical classes; or as noted or as specifically excluded, or except as may be superceded by a collective bargaining agreement for those employees subject to Charter Section 8.409. However, all definitions in Rule 121 are applicable to employees in all classes; excluding only the Uniformed Ranks of the Police and Fire Departments and the MTA Service Critical classes as covered in Volumes II, III and IV.

Sec. 121.13 Layoff - Permanent Appointees

- 121.13.1 Layoff of permanent appointees shall be by class in a department in inverse order of seniority except if a more senior permanent appointee elects to be laid off. In the event of a conflict, the permanent appointee with the greater seniority shall have preference.

- 121.13.2 Layoff shall be treated separately under each appointing officer except that permanent and probationary employees may displace other permanent or probationary employees in the same class with less seniority in any department.

Sec. 121.14 Reinstatement from Entrance Appointment

An employee laid off from an entrance appointment shall be either:

- 121.14.1 Restored to a position in a class and department which the employee held on a permanent basis immediately prior to appointment in the class from which laid off. If necessary, layoffs in the classes affected shall follow;

- 121.14.2 or, as directed by the Human Resources Director, appointed in rank order of seniority to a position not filled by a permanent employee in any other City department in the class held on a permanent basis immediately prior to appointment in the class from which laid off;

- 121.14.3 or, if options 1 and 2 are exhausted or if the employee had no permanent status prior to appointment in the class from which laid off; the employee, subject to the approval of the Commission, may be appointed to a position in a class similarly related to the class from which the layoff occurred provided such action shall not adversely affect an incumbent certified from an eligible list. The Human Resources Director shall designate and recommend such classes to the Commission.

Sec. 121.15 Requirement for Probationary Period

Reinstatement to a position other than the position in the class and department in which permanently employed immediately prior to appointment in the class from which laid off shall require the appointee to serve a new probationary period.

Sec. 121.16 Seniority Date Upon Reinstatement

121.16.1 Employees who are reinstated to a position held on a permanent basis immediately prior to appointment in the class from which laid off shall return with their original seniority date in the class.

121.16.2 Employees who are reinstated to a position in which they have had no prior permanent service shall have seniority calculated from the date of certification to the class from which laid off.

Sec. 121.17 Layoff Promotive Appointees

An employee laid off from a promotive appointment shall be either:

121.17.1 Restored to a position in the class and department from which promoted. If necessary, layoffs in the classes affected shall follow;

121.17.2 Or, as directed by the Human Resources Director, appointed in rank order of seniority in the class to a position not filled by a permanent appointee in the class from which promoted in any other City department;

121.17.3 Or, if options 1 and 2 are exhausted, the employee, subject to the approval of the Commission, may be appointed to a position in a class similarly related to the class from which the layoff occurred or to an appropriate lower rank class provided such action shall not adversely affect the permanent incumbents. The Human Resources Director shall designate and recommend such classes to the Commission.

121.17.4 An employee who has completed the probationary period in a promotive appointment that is two or more steps higher in an occupational series than the permanent position from which promoted may be returned to a position in the City and County service in the next lower ranks. If necessary, layoffs in the classes affected shall follow.

121.17.5 For the purposes of this section, seniority in the intermediate class or classes shall be calculated from the date of certification in the higher class or in a class designated by the Human Resources Director as similarly related to the intermediate class.

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121.17.6 If the employee laid off is the least senior employee in the intermediate rank(s), the employee shall be placed on holdover list(s) for such intermediate rank(s) and shall be restored to the class from which promoted.

121.17.7 Promotive employees who do not wish to be reinstated to a former class, a similarly-related class, or an intermediate class may waive such reinstatement and elect to be laid off or placed on involuntary leave. Such waiver shall not affect the employee's status on a holdover roster for the class from which laid off.

Sec. 121.18 Higher Class Not Filled by Promotional Examination

121.18.1 The Commission may order that the provisions of this Rule shall apply to appointees in higher classes in a class series even though the examination for such higher class was not held as a promotive examination or where appointees were blanketed in to such higher classes. If necessary, layoffs in the classes affected shall follow.

121.18.2 For the purposes of this section, seniority in the intermediate class or classes shall be calculated from the date of certification in the higher class or in a class designated by the Human Resources Director, as similarly related to the intermediate class.

Sec. 121.19 Requirement for Probationary Period

Reinstatement to a position other than the position in the class and department from which promoted shall require the appointee to serve a new probationary period.

Sec. 121.20 Reinstatement with Employee's Original Seniority in the Class

Employees who are reinstated from a promotive appointment are restored with their original seniority in the class, if any.

**GOVERNMENT CODE
SECTION 3300-3312**

3300. This chapter is known and may be cited as the Public Safety Officers Procedural Bill of Rights Act.

3301. For purposes of this chapter, the term public safety officer means all peace officers specified in Sections 830.1, 830.2, 830.3, 830.31, 830.32, 830.33, except subdivision (e), 830.34, 830.35, except subdivision (c), 830.36, 830.37, 830.38, 830.4, and 830.5 of the Penal Code.

The Legislature hereby finds and declares that the rights and protections provided to peace officers under this chapter constitute a matter of statewide concern. The Legislature further finds and declares that effective law enforcement depends upon the maintenance of stable employer-employee relations, between public safety employees and their employers. In order to assure that stable relations are continued throughout the state and to further assure that effective services are provided to all people of the state, it is necessary that this chapter be applicable to all public safety officers, as defined in this section, wherever situated within the State of California.

3302. (a) Except as otherwise provided by law, or whenever on duty or in uniform, no public safety officer shall be prohibited from engaging, or be coerced or required to engage, in political activity.

(b) No public safety officer shall be prohibited from seeking election to, or serving as a member of, the governing board of a school district.

3303. When any public safety officer is under investigation and subjected to interrogation by his or her commanding officer, or any other member of the employing public safety department, that could lead to punitive action, the interrogation shall be conducted under the following conditions. For the purpose of this chapter, punitive action means any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment.

(a) The interrogation shall be conducted at a reasonable hour, preferably at a time when the public safety officer is on duty, or during the normal waking hours for the public safety officer, unless the seriousness of the investigation requires otherwise. If the interrogation does occur during off-duty time of the public safety officer being interrogated, the public safety officer shall be compensated for any off-duty time in accordance with regular department procedures, and the public safety officer shall not be released from employment for any work missed.

(b) The public safety officer under investigation shall be informed prior to the interrogation of the rank, name, and command of the officer in charge of the interrogation, the interrogating officers, and all other persons to be present during the interrogation. All questions directed to the public safety officer under interrogation shall be asked by and through no more than two interrogators at one time.

(c) The public safety officer under investigation shall be informed of the nature of the investigation prior to any interrogation.

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(d) The interrogating session shall be for a reasonable period taking into consideration gravity and complexity of the issue being investigated. The person under interrogation shall be allowed to attend to his or her own personal physical necessities.

(e) The public safety officer under interrogation shall not be subjected to offensive language or threatened with punitive action, except that an officer refusing to respond to questions or submit to interrogations shall be informed that failure to answer questions directly related to the investigation or interrogation may result in punitive action. No promise of reward shall be made as an inducement to answering any question. The employer shall not cause the public safety officer under interrogation to be subjected to visits by the press or news media without his or her express consent nor shall his or her home address or photograph be given to the press or news media without his or her express consent.

(f) No statement made during interrogation by a public safety officer under duress, coercion, or threat of punitive action shall be admissible in any subsequent civil proceeding. This subdivision is subject to the following qualifications:

(1) This subdivision shall not limit the use of statements made by a public safety officer when the employing public safety department is seeking civil sanctions against any public safety officer, including disciplinary action brought under Section 19572.

(2) This subdivision shall not prevent the admissibility of statements made by the public safety officer under interrogation in any civil action, including administrative actions, brought by that public safety officer, or that officer's exclusive representative, arising out of a disciplinary action.

(3) This subdivision shall not prevent statements made by a public safety officer under interrogation from being used to impeach the testimony of that officer after an in camera review to determine whether the statements serve to impeach the testimony of the officer.

(4) This subdivision shall not otherwise prevent the admissibility of statements made by a public safety officer under interrogation if that officer subsequently is deceased.

(g) The complete interrogation of a public safety officer may be recorded. If a tape recording is made of the interrogation, the public safety officer shall have access to the tape if any further proceedings are contemplated or prior to any further interrogation at a subsequent time. The public safety officer shall be entitled to a transcribed copy of any notes made by a stenographer or to any reports or complaints made by investigators or other persons, except those which are deemed by the investigating agency to be confidential. No notes or reports that are deemed to be confidential may be entered in the officer's personnel file. The public safety officer being interrogated shall have the right to bring his or her own recording device and record any and all aspects of the interrogation.

(h) If prior to or during the interrogation of a public safety officer it is deemed that he or she may be charged with a criminal offense, he or she shall be immediately informed of his or her constitutional rights.

(i) Upon the filing of a formal written statement of charges, or whenever an interrogation focuses on matters that are likely to result in punitive action against any public safety officer, that officer, at his or her request, shall have the right to be represented by a representative of his or her choice who may be present at all times during the interrogation. The representative shall not be a person subject to the same investigation. The representative shall not be required to disclose, nor be subject to any punitive action for refusing to disclose, any information received from the officer under investigation for no criminal matters.

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This section shall not apply to any interrogation of a public safety officer in the normal course of duty, counseling, instruction, or informal verbal admonishment by, or other routine or unplanned contact with, a supervisor or any other public safety officer, nor shall this section apply to an investigation concerned solely and directly with alleged criminal activities.

(j) No public safety officer shall be loaned or temporarily reassigned to a location or duty assignment if a sworn member of his or her department would not normally be sent to that location or would not normally be given that duty assignment under similar circumstances.

3304. (a) No public safety officer shall be subjected to punitive action, or denied promotion, or be threatened with any such treatment, because of the lawful exercise of the rights granted under this chapter, or the exercise of any rights under any existing administrative grievance procedure. Nothing in this section shall preclude a head of an agency from ordering a public safety officer to cooperate with other agencies involved in criminal investigations. If an officer fails to comply with such an order, the agency may officially charge him or her with insubordination.

(b) No punitive action, nor denial of promotion on grounds other than merit, shall be undertaken by any public agency against any public safety officer who has successfully completed the probationary period that may be required by his or her employing agency without providing the public safety officer with an opportunity for administrative appeal.

(c) No chief of police may be removed by a public agency, or appointing authority, without providing the chief of police with written notice and the reason or reasons therefore and an opportunity for administrative appeal. For purposes of this subdivision, the removal of a chief of police by a public agency or appointing authority, for the purpose of implementing the goals or policies, or both, of the public agency or appointing authority, for reasons including, but not limited to, incompatibility of management styles or as a result of a change in administration, shall be sufficient to constitute "reason or reasons."

Nothing in this subdivision shall be construed to create a property interest, where one does not exist by rule or law, in the job of Chief of Police.

(d) Except as provided in this subdivision and subdivision (g), no punitive action, nor denial of promotion on grounds other than merit, shall be undertaken for any act, omission, or other allegation of misconduct if the investigation of the allegation is not completed within one year of the public agency's discovery by a person authorized to initiate an investigation of the allegation of an act, omission, or other misconduct. This one-year limitation period shall apply only if the act, omission, or other misconduct occurred on or after January 1, 1998. In the event that the public agency determines that discipline may be taken, it shall complete its investigation and notify the public safety officer of its proposed disciplinary action within that year, except in any of the following circumstances:

- (1) If the act, omission, or other allegation of misconduct is also the subject of a criminal investigation or criminal prosecution, the time during which the criminal investigation or criminal prosecution is pending shall toll the one-year time period.
- (2) If the public safety officer waives the one-year time period in writing, the time period shall be tolled for the period of time specified in the written waiver.
- (3) If the investigation is a multijurisdictional investigation that requires a reasonable extension for coordination of the involved agencies.

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- (4) If the investigation involves more than one employee and requires a reasonable extension.
 - (5) If the investigation involves an employee who is incapacitated or otherwise unavailable.
 - (6) If the investigation involves a matter in civil litigation where the public safety officer is named as a party defendant, the one-year time period shall be tolled while that civil action is pending.
 - (7) If the investigation involves a matter in criminal litigation where the complainant is a criminal defendant, the one-year time period shall be tolled during the period of that defendant's criminal investigation and prosecution.
 - (8) If the investigation involves an allegation of workers' compensation fraud on the part of the public safety officer.
- (e) Where a predisciplinary response or grievance procedure is required or utilized, the time for this response or procedure shall not be governed or limited by this chapter.
- (f) If, after investigation and any predisciplinary response or procedure, the public agency decides to impose discipline, the public agency shall notify the public safety officer in writing of its decision to impose discipline, including the date that the discipline will be imposed, within 30 days of its decision, except if the public safety officer is unavailable for discipline.
- (g) Notwithstanding the one-year time period specified in subdivision (c), an investigation may be reopened against a public safety officer if both of the following circumstances exist:
- (1) Significant new evidence has been discovered that is likely to affect the outcome of the investigation.
 - (2) One of the following conditions exist:
 - (A) The evidence could not reasonably have been discovered in the normal course of investigation without resorting to extraordinary measures by the agency.
 - (B) The evidence resulted from the public safety officer's predisciplinary response or procedure.
- (h) For those members listed in subdivision (a) of Section 830.2 of the Penal Code, the 30-day time period provided for in subdivision (e) shall not commence with the service of a preliminary notice of adverse action, should the public agency elect to provide the public safety officer with such a notice.

3304.5. An administrative appeal instituted by a public safety officer under this chapter shall be conducted in conformance with rules and procedures adopted by the local public agency.

3305. No public safety officer shall have any comment adverse to his interest entered in his personnel file, or any other file used for any personnel purposes by his employer, without the public safety officer having first read and signed the instrument containing the adverse comment indicating he is aware of such comment, except that such entry may be made if after reading such instrument the public safety officer refuses to sign it. Should a public safety officer refuse to sign, that fact shall be noted on that document, and signed or initialed by such officer.

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3306. A public safety officer shall have 30 days within which to file a written response to any adverse comment entered in his personnel file. Such written response shall be attached to, and shall accompany, the adverse comment.

3306.5. (a) Every employer shall, at reasonable times and at reasonable intervals, upon the request of a public safety officer, during usual business hours, with no loss of compensation to the officer, permit that officer to inspect personnel files that are used or have been used to determine that officer's qualifications for employment, promotion, additional compensation, or termination or other disciplinary action.

(b) Each employer shall keep each public safety officer's personnel file or a true and correct copy thereof, and shall make the file or copy thereof available within a reasonable period of time after a request therefor by the officer.

(c) If, after examination of the officer's personnel file, the officer believes that any portion of the material is mistakenly or unlawfully placed in the file, the officer may request, in writing, that the mistaken or unlawful portion be corrected or deleted. Any request made pursuant to this subdivision shall include a statement by the officer describing the corrections or deletions from the personnel file requested and the reasons supporting those corrections or deletions. A statement submitted pursuant to this subdivision shall become part of the personnel file of the officer.

(d) Within 30 calendar days of receipt of a request made pursuant to subdivision (c), the employer shall either grant the officer's request or notify the officer of the decision to refuse to grant the request. If the employer refuses to grant the request, in whole or in part, the employer shall state in writing the reasons for refusing the request, and that written statement shall become part of the personnel file of the officer.

3307. (a) No public safety officer shall be compelled to submit to a lie detector test against his or her will. No disciplinary action or other recrimination shall be taken against a public safety officer refusing to submit to a lie detector test, nor shall any comment be entered anywhere in the investigator's notes or anywhere else that the public safety officer refused to take, or did not take, a lie detector test, nor shall any testimony or evidence be admissible at a subsequent hearing, trial, or proceeding, judicial or administrative, to the effect that the public safety officer refused to take, or was subjected to, a lie detector test.

(b) For the purpose of this section, "lie detector" means a polygraph, deceptograph, voice stress analyzer, psychological stress evaluator, or any other similar device, whether mechanical or electrical, that is used, or the results of which are used, for the purpose of rendering a diagnostic opinion regarding the honesty or dishonesty of an individual.

3307.5. (a) No public safety officer shall be required as a condition of employment by his or her employing public safety department or other public agency to consent to the use of his or her photograph or identity as a public safety officer on the Internet for any purpose if that officer reasonably believes that the disclosure may result in a threat, harassment, intimidation, or harm to that officer or his or her family.

(b) Based upon his or her reasonable belief that the disclosure of his or her photograph or identity as a public safety officer on the Internet as described in subdivision (a) may result in a threat, harassment, intimidation, or harm, the officer may notify the department or other public

agency to cease and desist from that disclosure. After the notification to cease and desist, the officer, a district attorney, or a United States Attorney may seek an injunction prohibiting any official or unofficial use by the department or other public agency on the Internet of his or her photograph or identity as a public safety officer. The court may impose a civil penalty in an amount not to exceed five hundred dollars (\$500) per day commencing two working days after the date of receipt of the notification to cease and desist.

3308. No public safety officer shall be required or requested for purposes of job assignment or other personnel action to disclose any item of his property, income, assets, source of income, debts or personal or domestic expenditures (including those of any member of his family or household) unless such information is obtained or required under state law or proper legal procedure, tends to indicate a conflict of interest with respect to the performance of his official duties, or is necessary for the employing agency to ascertain the desirability of assigning the public safety officer to a specialized unit in which there is a strong possibility that bribes or other improper inducements may be offered.

3309. No public safety officer shall have his locker, or other space for storage that may be assigned to him searched except in his presence, or with his consent, or unless a valid search warrant has been obtained or where he has been notified that a search will be conducted. This section shall apply only to lockers or other space for storage that are owned or leased by the employing agency.

3309.5. (a) It shall be unlawful for any public safety department to deny or refuse to any public safety officer the rights and protections guaranteed to him or her by this chapter.

(b) Nothing in subdivision (h) of Section 11181 shall be construed to affect the rights and protections afforded to state public safety officers under this chapter or under Section 832.5 of the Penal Code.

(c) The superior court shall have initial jurisdiction over any proceeding brought by any public safety officer against any public safety department for alleged violations of this chapter.

(d) (1) In any case where the superior court finds that a public safety department has violated any of the provisions of this chapter, the court shall render appropriate injunctive or other extraordinary relief to remedy the violation and to prevent future violations of a like or similar nature, including, but not limited to, the granting of a temporary restraining order, preliminary, or permanent injunction prohibiting the public safety department from taking any punitive action against the public safety officer.

(2) If the court finds that a bad faith or frivolous action or a filing for an improper purpose has been brought pursuant to this chapter, the court may order sanctions against the party filing the action, the parties attorney, or both, pursuant to Sections 128.6 and 128.7 of the Code of Civil Procedure. Those sanctions may include, but not be limited to, reasonable expenses, including attorney's fees, incurred by a public safety department, as the court deems appropriate. Nothing in this paragraph is intended to subject actions or filings under this section to rules or standards that are different from those applicable to other civil actions or filings subject to Section 128.6 or 128.7 of the Code of Civil Procedure.

(e) In addition to the extraordinary relief afforded by this chapter, upon a finding by a superior court that a public safety department, its employees, agents, or assigns, with respect to acts taken within the scope of employment, maliciously violated any provision of this chapter with the intent to injure the public safety officer, the public safety department shall, for each and every

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violation, be liable for a civil penalty not to exceed twenty-five thousand dollars (\$25,000) to be awarded to the public safety officer whose right or protection was denied and for reasonable attorney's fees as may be determined by the court. If the court so finds, and there is sufficient evidence to establish actual damages suffered by the officer whose right or protection was denied, the public safety department shall also be liable for the amount of the actual damages. Notwithstanding these provisions, a public safety department may not be required to indemnify a contractor for the contractor's liability pursuant to this subdivision if there is, within the contract between the public safety department and the contractor, a "hold harmless" or similar provision that protects the public safety department from liability for the actions of the contractor. An individual shall not be liable for any act for which a public safety department is liable under this section.

3310. Any public agency which has adopted, through action of its governing body or its official designee, any procedure which at a minimum provides to peace officers the same rights or protections as provided pursuant to this chapter shall not be subject to this chapter with regard to such a procedure.

3311. Nothing in this chapter shall in any way be construed to limit the use of any public safety agency or any public safety officer in the fulfilling of mutual aid agreements with other jurisdictions or agencies, nor shall this chapter be construed in any way to limit any jurisdictional or interagency cooperation under any circumstances where such activity is deemed necessary or desirable by the jurisdictions or the agencies involved.

3312. Notwithstanding any other provision of law, the employer of a public safety officer may not take any punitive action against an officer for wearing a pin or displaying any other item containing the American flag, unless the employer gives the officer written notice that includes all of the following:

(a) A statement that the officer's pin or other item violates an existing rule, regulation, policy, or local agency agreement or contract regarding the wearing of a pin, or the displaying of any other item, containing the American flag.

(b) A citation to the specific rule, regulation, policy, or local agency agreement or contract that the pin or other item violates.

(c) A statement that the officer may file an appeal against the employer challenging the alleged violation pursuant to applicable grievance or appeal procedures adopted by the department or public agency that otherwise comply with existing law.

SIGNATURE PAGE

This Agreement was tentatively agreed upon by the negotiating teams on June 21, 2013. The Union, by a majority vote of its membership, ratified the Agreement on July 24, 2013. The Board of Trustees of the San Francisco Community College District, at a public meeting, ratified the Agreement on September 12, 2013.

FOR THE UNION:

Ms. Athena Lynn Steff, President
SFCCD Chapter, SEIU Local 1021

_____, Alternate
SFCCD Chapter, SEIU Local 1021

_____, Vice-President
SFCCD Chapter, SEIU Local 1021

_____, Alternate
SFCCD Chapter, SEIU Local 1021

James Rogers, Negotiating Team Member
SFCCD Chapter, SEIU Local 1021

_____, Alternate
SFCCD Chapter, SEIU Local 1021

Karl Gamarra, Negotiating Team Member
SFCCD Chapter, SEIU Local 1021

Adriana Ruano, Negotiating Team Member
SFCCD Chapter, SEIU Local 1021

Stephen Kech, Negotiating Team Member
SFCCD Chapter, SEIU Local 1021

Angela Thomas, Chief Spokesperson
SFCCD Chapter, SEIU Local 1021

SIGNATURE PAGE

FOR THE DISTRICT:

Steve Hale, Employee Relations Manager

Clara Starr, Dean, Human Resources

Jeffrey Sloan and Mickey Branca
Renne Sloan Holtzman & Sakai, LLP

Peter Goldstein, Vice Chancellor
Finance and Administration

Dr. Pamela Fisher, Interim Chancellor

SIGNATURE PAGE (AMENDED DOCUMENT)

Exhibit J

This Agreement was tentatively agreed upon by the negotiating teams on June 21, 2013, with subsequent amendments in September 2013, and subsequently ratified by a majority of the Union's membership on July 24, 2013 and by the Board of Trustees of the San Francisco Community College District, at a public meeting, on September 12, 2013.

Representatives of the Union and District subsequently met in 2015 and 2016 to finalize the Agreement Document and to negotiate changes in employee and employer contributions to medical insurance premiums, pursuant to Article 25,B. The parties hereby agree that this Amended Agreement accurately and correctly reflects the terms of the parties' Agreement as of the date of signature below.

FOR THE UNION:

Ms. Athena Lynn Steff, President
SFCCD Chapter, SEIU Local 1021

Dated: _____

Karl Gamarra, Negotiating Team Member
SFCCD Chapter, SEIU Local 1021

Dated: _____

FOR THE DISTRICT::

Mickey Branca,
Dean of Employee Relations and Professional
Development

Dated: _____

Justin Otto Sceva,
Renne Sloan Holtzman Sakai LLP

Dated: _____

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT & SEIU LOCAL 1021

FURLOUGH SIDE LETTER/AGREEMENT (MARCH 2, 2012)

Recent, unanticipated actions by the State of California have resulted in substantial revenue losses to the District, giving rise to a fiscal crisis. To address the SEIU bargaining unit's share of a net loss to the District of approximately \$2,880,829 the District and SEIU have agreed to initiate unpaid furlough days in Spring 2012. In the spirit of SEIU leading the way in assisting the District in addressing this fiscal emergency, and on a one-time, nonprecedent setting basis, SEIU waives the furlough provisions of Article 31.D of the Collective Bargaining Agreement (7/1/2007 to 12/31/2011) between the parties.

The parties agree to the following:

1. Between March 2 and June 30, 2012, bargaining unit members shall take the equivalent of approximately 32 hours unpaid leave. Furlough hours shall be prorated based on each unit member's percent of full time equivalent (FTE) hours rounded to the nearest 1/10th FTE. Bargaining unit members with FTEs under .5 shall be exempt from this provision. The percent of FTE, number of required furlough hours and total wage reduction per unit member appear at ATTACHMENT 1.
2. The total pay reduction will be spread equally over eight (8) pay periods, starting with the pay period ending March 2, 2012 (March 13 payday). Paychecks will show available furlough hours. Employees with STO calendars scheduled to end before 6/30/2012 shall have their pay reductions spread over the pay periods in which they receive their salaries.
3. Furlough time shall be taken in a minimum of fifteen (15) minute increments.
4. As is the case with sick leave, employees will notify their supervisor before taking furlough time off. Employees will code such time on their time sheets as furlough time.
5. Furlough time not used by June 30, 2012 is forfeited.
6. Furlough hours may not be cashed out under any circumstances.

Dated: March __, 2012

Dated: March __, 2012

for San Francisco Community College

for SEIU Local 1021

District

Article 37.A WAGES

2. Wage rates for 2012-2013 shall be reduced commensurately with twelve (12) unpaid furlough days (96 hours or prorate) to be taken from July 1, 2012 through June 30, 2013:

The following one (1) Holiday/Furlough day:

Labor Day – September 3, 2012

The following four (4) Non-Instructional/Furlough Days

Non-Instructional Day - December 24, 2012

Non-Instructional Day - October 8, 2012

Non-Instructional Day – April 26, 2013

Non-Instructional Day – May 28, 2013

The remaining seven (7) Furlough-days

- Employee selects one (1) of the following Holidays:

Thanksgiving Day, November 22, 2012

Christmas Day, December 25, 2012

New Year's Day, January 1, 2013

Memorial Day, May 27, 2013

- Three Days – (24 Frlg-Hrs or prorate) Employees' Choice ~~(and to be coordinated with and approved by Employees' Supervisors).~~

- Employee selects three (3) of the following Furlough days (to be coordinated with and approved by Employee's Supervisor):

Thursday December 204, 2012

Friday December 212, 2012

Wednesday January 2, 2013

Thursday January 3, 2013

Friday January 4, 2013

Wednesday May 29, 2013

Thursday May 30, 2013

Friday May 31, 2013

**OCTOBER 16, 2012 FURLOUGH &
VACATION CAP SIDE LETTER/AGREEMENT**

Exhibit L

Any day(s) between and including June 1, 2013 through June 30, 2013 on which the College classes are not in session.

- a. For Employee's on a modified schedule (i.e. 10 hour – 4 day/week), the Employee will coordinate with their Supervisor to take the equivalent furlough hours on the days listed in Article 37.A.2.
- b. If an Employee is not regularly scheduled to work on any of the listed Furlough days in Article 37.A.2, the employee will coordinate with their supervisor to take replacement Furlough day(s).
- c. Any conflicts that arise in coordinating Furlough days between an Employee and their Supervisor will be resolved with the assistance of Human Resources.
- d. If an employee is on extended paid leave anytime from July 1, 2012 to June 30, 2013, prior to returning to work, Human Resources shall meet with employee to review their furlough credits.

Article 39 Vacation

A. Vacation Accrual

2. Employees may elect not to take their entire vacation in any one year and in such event may accumulate the days allowable and not taken for use at some future time.

- 2.1 Employees are entitled to accrue hours of vacation leave at their rate of accrual (as listed in Article 39.A.1.) up to a maximum (CAP) as follows:

For the Period	Maximum Accrual (CAP)
June 30, 2014	480
July 1, 2014	440
July 1, 2015	400

- 2.2. Through June 30, 2014, employees continue to accrue their vacation above the CAP. After June 30, 2014, employees shall not accrue vacation hours above the CAP as stated in Article 39.A.2.1.

C. Vacation Planning/Scheduling

4. Employees are strongly encouraged to burn down their vacation accrual balances over the CAPs per article 39.A.2. Individual departments working with their employees shall make every effort to create a schedule-for time off requests. Should an employee request to burn down accrued vacation hours over the CAP be denied by the employee's supervisor, employees can seek assistance from Human Resources to facilitate the scheduling of vacation at the most appropriate time that does not compromise a department's operations. On a quarterly basis, Human Resources will check the actual burn down of District-wide vacation accruals over the CAP with a follow-up email to Employees and Supervisors reminding and encouraging the taking of vacation at mutually agreeable times.
5. Should employees with vacation accrual balances over the CAP not schedule vacation in order to burn down the accrual balances over the CAP, the District reserves the right to schedule the employee's vacation.
6. When employees above the CAP are on extended paid leave, they shall meet with HR upon their return to review their burn down schedule.

Signature Page

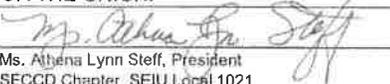
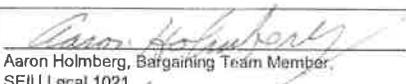
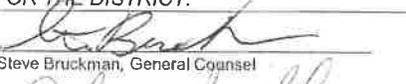
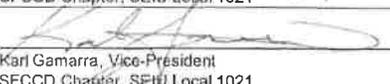
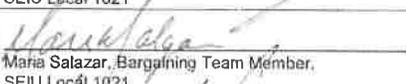
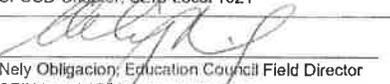
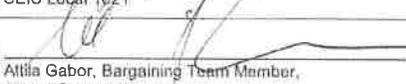
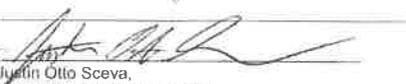
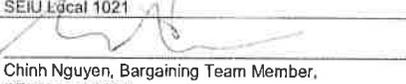
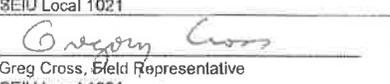
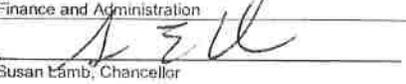
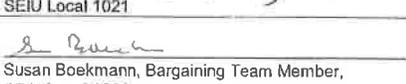
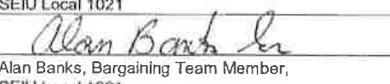
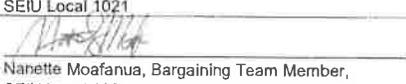
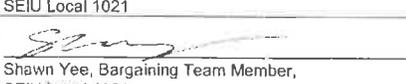
Exhibit M

SIGNATURE PAGE

This Agreement was tentatively agreed upon by the negotiating teams on August 15, 2016. The Union, by a majority vote of its membership, ratified the Agreement on August 24, 2016. The Board of Trustees of the San Francisco Community College District, at a public meeting, ratified the Agreement on September 8, 2016.

FOR THE UNION:

FOR THE DISTRICT:

 Ms. Athena Lynn Steff, President SFCCD Chapter, SEIU Local 1021	 Aaron Holmberg, Bargaining Team Member, SEIU Local 1021	 Steve Bruckman, General Counsel
 Karl Gamarra, Vice-President SFCCD Chapter, SEIU Local 1021	 Maria Salazar, Bargaining Team Member, SEIU Local 1021	 Clara Starr, Dean, Human Resources
 Nely Obligacion, Education Council Field Director SEIU Local 1021	 Attila Gabor, Bargaining Team Member, SEIU Local 1021	 Justin Otto Sceva, Renne Sloan Holtzman Sakai LLP
 John Shaban, Education Council Field Supervisor SEIU Local 1021	 Chinh Nguyen, Bargaining Team Member, SEIU Local 1021	 Ron Gerhard, Vice Chancellor, Finance and Administration
 Greg Cross, Field Representative SEIU Local 1021	 JoAnne Bilodeau Bargaining Team Member, SEIU Local 1021	 Susan Lamb, Chancellor
 John Stead-Mendez, Executive Director, SEIU Local 1021	 Susan Boekmann, Bargaining Team Member, SEIU Local 1021	
 Alan Banks, Bargaining Team Member, SEIU Local 1021	 Nanette Moafanua, Bargaining Team Member, SEIU Local 1021	
 Teresa Melandrez, Bargaining Team Member, SEIU Local 1021	 Shawn Yee, Bargaining Team Member, SEIU Local 1021	