

SFUSD to SEIU- Counter to Article 11 – Subcontracting of Work

Date:

Time: 2:52 pm

District's new language in Red
Union's new language in Purple

11.0 Subcontracting of Work

11.1 - Prior to the formal issuance of a Request for Proposal (RFP), a copy shall be sent to the Union. Prior to final action on said RFP, the District shall make available for inspection any and all pertinent background and/or documentation reasonably related to the Union's representational rights for the service to be subcontracted. The District agrees to meet with the Union upon request to discuss and attempt to resolve issues related to possible alternatives to subcontracting. These meetings shall be conducted in good faith with an aim of preserving promotional opportunities for unit members, maintaining good morale and providing cost effective services to the District.

11.2 - Except in temporary **emergency** overflow situations or those covered herein, the District shall not utilize non-bargaining unit workers to perform bargaining unit work. **Nor shall the District utilize automation, robotics or automated equipment to replace, displace, or reduce bargaining unit work. This article does not prohibit the use of automation or robotics in the workplace, as long as existing bargaining unit work is not reduced, eliminated, or otherwise impacted.**

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

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

11.5 - Ongoing work of the District is to be performed by civil service workers in accordance with Civil Service and Charter requirements. If bargaining unit positions become vacant through natural attrition, the District shall have the right to utilize outside contractors, consistent with section 11.4 above, to perform the duties of said vacated positions in an effort to provide efficient and cost effective services to the school community. In this event the parties shall utilize the process described in Section 11.1 above. The District will make every effort to fill vacated positions expeditiously.

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

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

Joe J. 4/20/23 ~~Sam [unclear]~~ 4/20/23

SFUSD to SEIU – Article 15 – SUBSTITUTES & AS NEEDED EMPLOYEES

Date: ~~April 13, 2023~~ *4/20*

Time: ~~1:29pm~~ *1:37*

Article 15

15.0 Substitutes and As Needed Employees

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

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

[Signature] *4/20/23*
For the Union Date

[Signature] *4/20/23*
For the District Date



SEIU to SFUSD – Article 20 – KALW

Date: April 27, 2023

Time:

**District's new language in Red
Union's new language in Purple**

20 KALW Provisions

20.1 General Provisions

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

20.1.2 - Per Article 6, the District agrees to facilitate the transition of temporary KALW employees to permanent positions. ~~Within ninety (90) days after contract ratification, SFUSD and SEIU shall meet with Civil Service and the City DHR to prioritize developing, updating, and administering the Civil Service examination for all KALW covered classifications.~~

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

20.2 Work Schedule Changes

20.2.1 - **Because KALW employee positions do not have direct impact on student health, safety and essential school-related functions,** ~~the~~ District shall give an employee whose regular work schedule and/or work hours is being changed, as well as the Union, ~~25~~ **20 (twenty)** work days notice of said change. When a change in regularly assigned schedules impacts more than ~~5~~ **4 (four)** unit members, the Union shall be concurrently notified in advance of the change.

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

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

20.3 - Assignment of Available Fill-in work

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

20.3.2 - Where possible, KALW management will make best efforts to maintain a full roster ~~of at least seven~~ **on-call announcers in addition to the permanent staff**

announcers. "Full Roster" is defined as an adequate number of announcers to cover all available on-air shifts.

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

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

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