

**Article 5: Compensation**

*The Parties agree that any provisions of this Agreement not explicitly modified by a signed Tentative Agreement shall remain unchanged from the 2022-2025 MOU.*

**Article 2. TERM OF AGREEMENT:**

**July 1, 2025 to June 30, 2028**

**Article 5: Compensation**

**Overview: Proposed Multi-Year Compensation Agreement**

~~The San Francisco Unified School District (SFUSD) presents this compensation proposal to the unit members of Service Employees International Union (SEIU) Local 1021. This offer is made in a sincere effort to advance our shared goal of offering a fair compensation package to the members of SEIU Local 1021.~~

~~The District acknowledges the critical importance of supporting our staff while operating under the constraints of a negative fiscal certification. We note that any agreement is contingent upon the required approval from the California Department of Education and that all compensation proposals are budget neutral. The District maintains its management rights to identify the needed strategies to provide compensation increases while meeting its fiscal needs.~~

**Proposed Terms**

~~The District proposes a three-year contract with the following terms:~~

- ~~● — Salary Increases: A compounded salary increase of two percent (2%) for the 2025-26 fiscal year, followed by two percent (2%) for 2026-27, and a further two percent (2%) for 2027-28.~~
- ~~● — Parity Protection ("Me Too" Clause): To safeguard parity, the agreement will include a clause stipulating that if any other SFUSD bargaining unit secures a higher general compensation increase over the same three-year period, the same higher percentage will be applied retroactively to SEIU Local 1021 unit members.~~
- ~~● — Comprehensive Agreement: This package is proposed as a full settlement on all compensation/economic matters. As such, all other Union proposals regarding~~

~~compensation, uplifts, or additional pay will be considered withdrawn upon ratification of this agreement.~~

~~The District believes this proposal represents a fair and sustainable path forward, balancing our commitment to our employees with our responsibility to maintain the District's fiscal health. We look forward to your thoughtful consideration and are prepared to discuss this proposal further.~~

#### 5.0 Compensation Benefits and Health & Welfare Benefits

~~The District acknowledges that SEIU members are undervalued relative to their counterparts in equivalent City Civil Service classifications due to ongoing endemic sexism. As of the date of ratification, that difference is approximately 18%.~~

All rates of pay shall be increased during the term of this agreement as follows:

- a) ~~July 1, 2025: 5%~~ 4.5% increase
- b) ~~January 1, 2026: 3% increase~~
- c) July 1, 2026: 4% increase
- d) ~~January 1, 2027: 3% increase~~
- e) July 1, 2027: 3% 2% increase
- f) ~~January 1, 2028: 3% increase~~

~~June 30, 2028: If any base wage increases are provided to SF Miscellaneous City workers between July 1, 2027 and July 1, 2028, inclusive, the same percentage will be provided to the SEIU 1021 bargaining unit in SFUSD cumulatively on June 30, 2028.~~

5.0.2.6 Effective July 1, 2026, steps will be added to the classifications 2650 Cook Assistant, 2654 Cook, and 2656 Chef as follows:

- Step 6, Step 7, and Step 8 will be added effective July 1, 2026

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

Current employees with more than five years of service will be placed at the step commensurate with their length of service effective the date when that step is available.

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

a. ~~6% increase effective July 1, 2022~~

b. ~~10% increase effective July 1, 2023~~

e. ~~One-time off-schedule lump sum of 3% or \$3000.00 Min. whichever is greater, of the annual salary (includes FWEA) as a retention bonus. To qualify for the one-time off-schedule payment, the member shall meet the following:~~

~~1. Be an active employee/member as of 07/01/2025 and be in position at the time payment is issued.~~

~~Payment is based on the following:~~

~~1. 2. 3. 4. Prorated based on date of hire if hired in the 2024/2025 school year and FTE.~~

~~Annual salary does not include (stipends, premiums, etc.).~~

~~This payment is not pensionable.~~

~~Employees who took the SERP do not qualify for the one-time off-schedule payment.~~

~~If the District negotiates a more generous base salary or off-schedule payment for 2024-2025 with another union or association, the members covered by this Agreement will receive the difference in base salary as applicable. This does not include compensation for add-ons, premiums, etc. This does include changes to the payment methodology and employee/member qualifiers.~~

~~Articles proposed in the 2024-2025 reopener are withdrawn.~~

~~d. In addition, the parties shall have a contract reopener for 2024-2025 to negotiate changes to this Article, up to two other Articles that either party wishes to propose, and any outstanding issues from the Side Letter on Labor-Management Committee work for 2023-2024.~~

#### 5.0.1 Lump Sum Payment

~~On ratification by both parties, each member of the SEIU bargaining unit will receive a one-time lump sum payment of fifteen hundred dollars (\$1500), which will serve to make whole its members for payroll errors, including penalties referenced in Article 5.8, Article 41 in its entirety, and the June 22,~~

~~2022 MOU regarding payroll errors. SEIU agrees that this lump sum payment will recompense its members for any payroll errors and its acceptance will nullify any MOU regarding such payroll errors.~~

#### ~~5.0.2 Salary Schedule Adjustment~~

~~5.0.2.1 Effective July 1, 2017, Class 7450 will be adjusted to the salary schedule equivalent to one grade above the schedule for class 1930, from \$25,0125 (step 1) to \$30,2611 (step 5).~~

~~5.0.2.2 Effective July 1, 2017, Class 2585 will be adjusted to the salary schedule equivalent to one grade below the schedule for class 2586, from \$22,5540 (step 1) to \$27,2741 (step 5).~~

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

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

~~Staffing allocations based on the number of meals served~~

~~Comparable salaries for similar jobs from a mutually agreed upon list of similar employers.~~

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

~~follows:~~

~~Step 6 will be added effective July 1, 2022~~

~~Step 7 will be added effective July 1, 2023~~

~~Step 8 will be added effective July 1, 2024~~

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

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

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

~~5.0.2.6 In preparation for the opening of the Food Hub (Central Kitchen) and forthcoming program changes at school sites, the District will establish a committee consisting of Student Nutrition Services, Human Resources, Labor and Budget central office team members and SEIU to develop staffing standards and positions to be filled as programming is implemented.~~

### **5.0.5 Wage schedule of newly hired employees**

**Each Classified Civil Service employee has a salary determined by the job class, appointment type, and previous experience they bring to the role. HR will start at Step 1 for the appropriate classification and compare the candidate's qualifications to the rubric below to settle on a salary recommendation.**

**Experience in an equivalent role: 1 step per 2 1 years**

**Experience at SFUSD: 1 step upon hire**

**Hard-to-staff: 1 step upon hire**

**Specialized skillset: 1 step upon hire**

~~Hard-to-staff positions will be designated by the Superintendent based on criteria determined by the Board of Education, and the list of such positions will be made available to the Union when and as it is updated.~~

**Specialized skillsets will include any skills that qualify for "exceptions to the order of layoff" as defined in Civil Service Rules.**

### **5.0.6 Wage schedule of promoted or reclassified employee**

**5.0.6.1 A promoted employee will be placed on a step that pays at least 5% above the classification from which they were promoted, or to the highest step in the new classification if the differential is less than 5%.**

5.0.6.2 An employee who is reclassified to a higher classification as the result of a job analysis will be placed on the step closest to their current classification that does not result in a reduction in pay.

5.0.6.3 An employee who is reclassified to a lower classification as the result of a job analysis will be placed on the step closest to their current classification that does not result in equivalent or higher pay.

#### 5.1 Longevity (Effective July 1, 2025)

~~In calculating longevity payments, furloughs, involuntary layoffs, seasonal and semester breaks will not be considered interruptions to consecutive service. Consecutive service includes any paid position in SFUSD and any position included in the Civil Service System of the City and County of San Francisco.~~

~~Employees shall receive a seventy five cents (\$0.75) per hour pensionable premium upon completion of their tenth (10th) consecutive year of service.~~

~~Employees shall receive an additional one dollar and fifty cents (\$1.50) per hour pensionable premium upon completion of fifteen (15) or more consecutive years of service.~~

~~Employees shall receive an additional one dollar and fifty cents (\$1.50) per hour pensionable premium upon completion of twenty (20) or more consecutive years of service.~~

~~Employees shall receive an additional one dollar and fifty cents (\$1.50) per hour pensionable premium upon completion of twenty five (25) or more consecutive years of service.~~

~~Employees shall receive an additional one dollar and fifty cents (\$1.50) per hour pensionable premium upon completion of thirty (30) or more consecutive years of service.~~

#### 5.1 Longevity Premium

Eligible unit members shall receive a thirty (30) cents per hour premium for longevity pay.

Eligibility for said longevity pay shall be those unit members with:

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

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

5.1.2.1 Fifteen (15) or more consecutive years of service in the District, or any combination of fifteen (15) years of service in the District and any other classification included in the Civil Service System of San Francisco. This provision shall be implemented prospectively effective July 1, 2018. 5.1.3 Effective July 1, 2018 employees with an assignment of less than four (4) hours per day shall qualify for sections 5.1.1 and 5.1.2.

~~5.1.3 Effective July 1, 2026 all longevity pay will be counted as pensionable compensation. "Career Increments" will be applied as follows:~~

- ~~• Ten (10) or more but less than fifteen (15) consecutive years of experience in the District, or any combination of ten or more but less than fifteen (15) years of service in the District and any other classification included in the Civil Service System of San Francisco will receive a salary schedule augmentation of \$0.30 per hour.~~
- ~~• Fifteen (15) or more consecutive years of service in the District, or any combination of fifteen (15) years of service in the District and any other classification included in the Civil Service System of San Francisco will receive a salary schedule augmentation of \$0.60 per hour.~~

## 5.2 Retirement Contribution

5.2.1 Effective 7/1/2011, represented employees agree to pay their own employee retirement contribution as determined by the San Francisco Employees Retirement System (SFERS) and in accordance with the City Charter.

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

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

5.2.4 Unit members who become eligible for membership in the retirement system during the term of this agreement shall be moved to the salary schedule that has been adjusted to reflect the unit member pick-up of 7.5% employee retirement contribution, retroactively to the date of entry into the retirement system.

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

### 5.2.6 Early Retirement

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

### 5.3 Health Benefits

~~Effective January 1, 2026, the contribution model for employee health insurance premiums will be based on the City's contribution of a percentage of those premiums and the employee's payment of the balance (Percentage-Based Contribution Model), as described below:~~

#### ~~1) Employee Only:~~

~~For medically single employees (Employee Only) who enroll in any health plan offered through the Health Service System (HSS), the District shall contribute one hundred percent (100%) of the total health insurance premium of the second to lowest cost health care plan.~~

#### ~~2) Employee Plus One:~~

~~For employees with one dependent who elect to enroll in any health plan offered through HSS, the District shall contribute one hundred percent (100%) of the total health insurance premium of the second to lowest cost health care plan.~~

#### ~~3) Employee Plus Two or More:~~

~~For employees with two or more dependents who elect to enroll in any health plan offered through HSS, the District shall contribute one hundred percent (100%) of the total health insurance premium of the second to lowest cost health care plan.~~

~~In the event HSS eliminates access to the current lowest cost plan for active employees in any plan year, the City contribution under this agreement for the remaining plans shall not be affected in that plan year.~~

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

### 5.3.1 Health Insurance Coverage

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

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

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

5.3.1.2 Permanent exempt unit members working less than four (4) hours per day/ twenty (20) hours per week, shall be entitled to one of the following medical insurance options, as determined by the District.

A District premium contribution equal to ~~100%~~ 75% of the employee-only Kaiser premium for those who enroll in an HSS medical insurance plan ~~and who agree to pay the remaining 25% of the premium~~, or Coverage under an option offered by the City as a result of an Ordinance it may enact requiring agencies receiving City funds to either provide employees with some type of medical insurance coverage or participate in one of the coverage options contained in said Ordinance.

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

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

### 5.3.1.5 District Fringe Benefits Contribution

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

### 5.3.1.6 Retiree Health Benefits:

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

## 5.4 Dental

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

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

The District shall provide dental coverage in the ~~minimum~~ amount of \$2,000 for those who select the Delta Dental preferred dentist option. Those who do not select the Delta Dental preferred dentist option shall continue to receive, ~~at minimum~~, \$1,500 in coverage.

~~Additional dental coverage will be offered to unit members at their option.~~

### 5.4.1 Delta Orthodontia Coverage

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

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

### 5.4.3 Retiree Dental

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

### 5.4.4 Enhanced Dental Employee Option Plan

~~The District will provide employees an option to buy a dental plan that provides greater coverage as soon as administratively possible, to be available at the start of the next applicable benefit (calendar) year.~~

## **5.5 Additional Insurance Coverage**

### **5.5.1 Long Term Disability Coverage**

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

### **5.5.2 Group Life and Accidental Death and Dismemberment**

The District shall provide permanent unit members a fully paid Group Life and Accidental Dismemberment Policy providing a **minimum** \$25,000 level term insurance coverage until retirement or separation from employment, plus a **minimum** \$25,000 accidental death benefit.

#### **5.5.2.1 Family Care on Death of Employee**

In conjunction with the City and County's Health Service Systems eligibility rules, the District will contact and provide next-of-kin with benefit continuation information. 5.5.2.1.1 Survivors of deceased employees hired prior to January 8, 2009 shall receive survivor benefits equal to lifetime retiree health benefits pending final approval from the Health Service System.

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

### **5.5.3 Continuous Service and Recesses (Temporary Employees)**

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

### **5.5.4 Workers' Compensation**

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

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

### **5.5.5 District Paid Fringe Benefits While on Unpaid Leave**

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

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

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

Protected Leaves are defined as approved sick leave, workers' compensation leave, family care leave, or mandatory administrative leave.

Following expiration of the employee's family care leave, the employee may request personal leave due to hardship (pursuant to the procedures of the Department of Human Resources). Paid benefits shall continue during this approved personal leave.

### 5.5.6 State Disability

5.5.6.1 Employees on State Disability may choose to have their sick leave benefits integrated with their disability payment by informing the Leaves and Separations Unit in the Human Resources Department. The District will include this information on the HR Leaves and Separations page. ~~A notice of this option will be provided to employees each semester.~~

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

### 5.6 Employee Assistance Program (EAP)

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

5.6.2 Employees with chemical dependency problems shall be permitted to use sick leave (with or without pay), vacation, and/or compensatory time to access the EAP and other treatment services. If the treating service requirements conflict with an employee's ability to perform their duties as assigned, and therefore they must be off work for an extended period of time, the employee and treatment service must, upon the employee's return to work, provide the District with verification that the employee successfully completed the program as directed.

### 5.7 Pay Premium and Additional Compensation

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

### **5.7.1 Bilingual Pay Premium**

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

Employees meeting the premium criteria skills shall receive a \$75 premium per pay period.

Once an employee is identified as qualified for Bilingual Pay, the designation will carry forward to the next school year. If a job is posted as non-bilingual, and the administrator assigns an employee bilingual duties on an ongoing basis as part of the job, the employee shall be paid at a bilingual premium.

5.7.1.1 In order to qualify for designation to receive the bilingual premium, a position must be required to provide non-English services, including Braille and sign language, for at least twenty-five percent (25%) as part of a regular job assignment. Additionally, the employee must have completed the language testing. At the present time the District does not provide Braille and sign language testing. In order to qualify for at least twenty-five percent (25%) as part of a regular job assignment, the employee will need to show proof of certification from the Registry of Interpreters for the Deaf, Inc. (RID) and the National Federation of the blind (NFB).

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

### **5.7.1.3 Health Worker Premium**

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

### **5.7.2 Out-of-Class Pay**

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

5.7.2.2 Out of class pay and assignment of out of class duties shall normally be discontinued after a six-month period except for extraordinary circumstances related to health and safety of students or

employees as approved by the Associate Superintendent of Human Resources or their Designee. All assignments in excess of six months shall require a determination by the Associate Superintendent of Human Resources or their Designee as to whether the position shall be reclassified.

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

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

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

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

### **5.7.3 Night Duty**

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

### **5.7.4 Supervisory Differential Adjustment**

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

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

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

5.7.4.3 The classification of both the supervisor and the subordinate are appropriate to the organization and have a normal, logical relationship to each other in terms of their respective duties and levels of responsibility and accountability in the organization.

5.7.4.4 The compensation schedule of the supervisor is less than one full step (approximately 5%) over the compensation schedule, exclusive of extra pay, of the employee supervised. In determining the compensation schedule of a classification being paid a flat rate, the flat rate will be converted to a bi-weekly rate and the compensation schedule, the top step, of which is closest to the flat rate so converted shall be deemed to be the compensation schedule of the flat rate classification.

5.7.4.5 The adjustment of the compensation schedule of the supervisor shall be to the nearest compensation schedule representing, but not exceeding, one full step (approximately 5%) over the compensation schedule, exclusive of extra pay, of the employee supervised.

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

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

5.7.4.8 In no event will the Appointing Officer/Designee approve a supervisory salary adjustment in excess of 2 full steps (approximately 10%) over the supervisor's current basic compensation. If in the following fiscal year a salary inequity continues to exist, the Appointing Officer/Designee may again review the circumstances and may grant an additional salary adjustment not to exceed 2 full steps (approximately 10%).

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

### **5.7.5 Standby Pay**

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

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

### **5.7.6 Callback/Holdover pay**

Unit members called into work on a day off or called back into their work location(s) following the completion of their work day and departure from their place of employment shall be granted a minimum of four (4) hours compensation at the applicable rate or shall be compensated for all hours actually worked at the applicable rate, whichever is greater.

The section shall not apply to employees who are called back to duty when on a standby status, pursuant to section 5.7.5 of the Collective Bargaining Agreement. The employee's workday shall not be adjusted to avoid the payment of this minimum. Full time employees who are held over to work after having worked their regularly scheduled shift shall be compensated at overtime per section 5.7.9 of the Collective Bargaining Agreement.

### **5.7.7 Lead Person Pay**

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

5.7.7.1.1 Regularly assigned to plan, design, sketch, layout detail, and estimate or order materials when said work is outside the regular job description and duties of the class.

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

### **5.7.8 Log Cabin School Differential**

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

### **5.7.9 Overtime**

Overtime shall be defined as service work performed authorized by the Superintendent or their designee in excess of eight hours ~~worked~~ in any day, or in excess of forty hours ~~worked~~ in any week.

Overtime service shall be paid for in cash unless the employee and the supervising manager mutually agree to compensatory time in advance of the work performed. If paid in cash, it shall be at one and one half times the base hourly pay rate. Compensatory time shall be earned at one and one-half (1.5) times the period of overtime that is worked.

On a monthly basis the District shall provide to SEIU Local 1021 a complete list of names of unit members that were paid overtime for the month in question.

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

~~For the purpose of determining the rate of pay (i.e., straight time or time and one-half) the department will look back to the previous five (5) work days to determine whether sick leave was used. However, the five-day look back requirement shall not apply to mandatory overtime assignments.~~

#### 5.7.10 Mileage

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

~~5.7.10.2 Reimbursement shall not apply in situations in which a unit member elects to work in multiple positions at multiple sites in a position number that is not assigned to multiple sites. This limitation shall not apply, however, to the unit member who is receiving reimbursement under these circumstances as of the date of ratification of this Agreement.~~

#### 5.7.11 Committee on Communications Technology-

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

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

#### 5.8 Correcting Payroll Errors

~~5.8.4 Any payroll errors shall be resolved within 3 working days. If the error results in an employee not receiving their full pay and is not resolved within the 3-day window, the employee shall receive a penalty payment of 10% per day that the employee does not receive payment.~~

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

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

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

**5.8.4 Payroll errors are those errors that originate in payroll. Payroll errors do not include situations where the source of an error is outside the payroll department, including but not limited to when a timesheet is not submitted on time or when the timesheet has a mistake or is not accurate.**

## 5.9 Payment Policy

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

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

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

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

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

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

### 5.9.5.2 information:

Electronic pay warrants will contain, at a minimum, the following:

- The employee ID, ~~class number, position number~~, and name of primary position, current step in primary position
- Current pay for work, leaves, holidays, and premiums for the period paid ~~(will not display for exception-based pay)~~
- Cumulative pay for work, leaves, holidays, and premiums paid in the current tax year ~~(will not display for exception-based pay)~~
- The ~~starting and~~ ending dates of the period paid

- The itemized cost of District-provided benefits
- Itemized pre-tax and post-tax deductions
- Current balances of all sick, vacation, floating holidays and ~~comp time. (will not display for exception-based pay)~~
- Any retroactive payments for overtime, salary adjustments, or other corrections will be provided with a valid paycode and note displayed at the bottom of the pay warrant sufficient for a lay person to understand the source and reason for the adjustment.

~~All pay deductions and contributions shall be identified in simple, clear, and specific English avoiding abbreviations and technical terminology.~~

### 5.10 Duty-Free Lunch

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

### Other Cost Related Articles

~~Article 23.1.1 – Asbestos Workers, Warehouse Workers, Window Washers, Shade and Drapery Workers, and Related Classifications will be provided with an aggregate fund of up to \$750 per unit member per year for the purpose of providing uniforms and safety shoes.~~

~~Article 23.1.2 – Document Publishing and Distribution Center will be provided with an aggregate fund of up to \$350 per unit member per year to provide uniforms and safety shoes.~~

~~Article 23.1.3 – Student Nutrition will be provided with an aggregate fund of up to \$350 per unit member per year to provide shirts, smocks, aprons and non-skid shoes.~~

~~Newly hired employees, including TEX employees, will be provided with three (3) complete uniforms, three (3) aprons and one (1) pair of non-skid shoes.~~

~~Article 23.1.4 Houseparents and Assistant Houseparents will be provided with an aggregate fund of up to \$350 per unit member per year to provide shirts, smocks, aprons and non-skid shoes.~~

~~Newly hired employees, including TEX employees, will be provided with three (3) complete uniforms, three (3) aprons and one (1) pair of non-skid shoes.~~

~~Article 23.1.5 Custodial Workers will be provided with an aggregate fund of up to \$500 per unit member per year to provide custodians with uniforms and shoes.~~

~~Newly hired employees, including TEX employees, will be provided with three (3) complete uniforms, three (3) aprons and one (1) pair of non-skid shoes.~~

~~Article 23.2 Safety Equipment – The District shall provide equipment needed to ensure the safety of employees from reasonably foreseeable workplace hazards, including long term and repetitive strain injuries. This equipment shall include the following non-exhaustive list of materials.~~

~~The District shall ensure all bargaining unit members are provided with and trained in-person in the use of any necessary safety equipment.~~

- ~~● Prescription safety goggles or safety glasses~~
- ~~● Weight belts/back supports~~
- ~~● Safety shoes~~
- ~~● Inclement weather gear (rain, cold, heat, smoke)~~
- ~~● Respirators, masks, and air filters~~
- ~~● Puncture proof gloves~~
- ~~● Freezer and refrigerator gear~~
- ~~● High visibility gear~~
- ~~● Hard hats~~
- ~~● Knee and elbow pads~~
- ~~● Tension mats~~

~~Bargaining unit members will not be required to perform work for which they do not have the necessary safety equipment. Necessary safety equipment is determined by department supervisors.~~

~~Employees may purchase specialized safety gear and submit up to \$200 of that expense to the District for reimbursement annually.~~

~~Article 23.3 Essential Tools of the Job – The District shall provide all tools and materials needed to perform assigned work, including the following non-exhaustive list of materials, based on an employee's essential job duties.~~

~~The District shall ensure all bargaining unit members are provided with and trained in the use of any necessary tools.~~

- ~~● Laptops~~

- ~~Tablets~~
- ~~Knives~~

For SFUSD,

 3/17/26

\_\_\_\_\_  
Apolinar Quesada

For SEIU Local 1021,

 3/17/26

\_\_\_\_\_  
Nato Green



Tentative Agreement  
SFUSD to SEIU - Counter Proposal  
SEIU to SFUSD - Proposal Resubmit 02/25/2026  
SFUSD to SEIU - Counter Proposal Date: 10/24/25 Time: 11:47  
SEIU to SFUSD - Initial Proposal

March 16, 2026  
Date: 3/16/26

Time: 2:28pm

**District's Position:**

~~The District understands the immigration issues affecting our communities and is committed to working together with the Union, community organizations, and public agencies to find meaningful solutions. While we value this important discussion, we believe it falls outside the scope of the Collective Bargaining Agreement (CBA) between SFUSD and SEIU 1021. Immigration is a broader societal and policy matter, rather than a direct employment condition like wages or benefits, which are the focus of the CBA. We look forward to continuing this conversation in the appropriate forums while upholding our shared commitment to supporting our employees.~~

**(NEW ARTICLE #) Sanctuary and Immigration Policy**

In order to protect community members of all immigration statuses in our communities who are targeted for repression by the Federal Government, the parties hereby adopt the following Sanctuary Policies:

1. The District will not allow federal immigration agents or Department of Homeland Security (DHS) agents onto its premises unless they produce a valid judicial warrant except as otherwise required by law. In the event that federal immigration agents or DHS agents do enter the premises, the Employer shall notify the Union immediately.
2. The District will not share any information about employees, visitors, residents, clients, or any other person with federal immigration agents except as required by law.
3. The District will publicly support a Sanctuary City policy, as well as the California Values Act, SB54, which establishes California as a Sanctuary State.
4. The District will advise all employees that they have a right to not comply with any requests or direction from federal immigration agents except as required by law. The Employer shall maintain a space in the internal weekly newsletter and in the public-facing SFUSD portal with up to date information and access to SFUSD policy and "know your rights" resources.
5. All Employees will receive training on paid time on these sanctuary policies. ~~Union members will receive paid time to provide training to interested Bargaining Unit members about their rights to comply or not comply with immigration agents.~~
6. ~~The District will keep Immigration Red Cards in the main office of each school and office building.~~
7. ~~The District will indemnify all bargaining unit members against civil claims arising from the enforcement of this policy.~~

SFUSD:

SEIU Local 1021

Apolinar Quesada

3/16/2026

Nato Green

3/16/26



Tentative Agreement  
March 17, 2026

## NEW ARTIFICIAL INTELLIGENCE

### Protection of Bargaining Unit Work

#### Definition of Artificial Intelligence Systems.

For purposes of this agreement, “Artificial Intelligence Systems” or “AI Systems” shall mean any computer system, software, algorithm, or automated process that performs tasks that typically require human intelligence, including but not limited to pattern recognition, decision-making, language processing or recording, visual perception, speech recognition, or data analysis.

#### Preservation of Bargaining Unit Work

The Employer shall not implement or utilize AI Systems to eliminate, reduce, or replace work traditionally performed by bargaining unit members without prior written agreement of the Union.

#### Training and Transition

If the parties agree to implement AI Systems, affected bargaining unit members shall:

- a) Receive comprehensive paid training on the operation and oversight of such systems

Any productivity gains resulting from AI implementation shall not be used as a basis for staffing reductions or increased workload expectations, consistent with this Article.

#### Data Protection and Monitoring

AI Systems shall not be used to:

- A. Monitor, evaluate, or discipline bargaining unit members
- B. Collect data on individual employee performance
- C. Make automated decisions regarding employment status, assignments, or working conditions

For SFUSD,

For SEIU Local 1021,



Apolinar Quesada



Nato Green

3/17/26

Date

3/17/26

Date



## 3.0 Non Discrimination

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

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

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

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

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

- the employee's immediate supervisor; **or if the supervisor is the subject of a complaint, the person to whom the immediate supervisor reports; whomever the supervisor reports to**
- the District's Human Resources Department
- ~~(Director of Employee Relations or Head Administrative Officer)~~
- the District's Labor Relations Department ~~(Head of Labor Relations)~~
- the District's Office of Equity ~~(Director)~~

3.0.5 **Upon the unit member's request,** ~~The~~ District will ~~immediately~~ provide the Union with a notification of the complaint to facilitate timely investigation. In a meeting where management is investigating a formal complaint made by an employee, the employee making the complaint, **upon request,** has the right to have a shop steward or union representative present in the meeting. If the shop steward is a witness to the complaint, another union representative shall be assigned to represent the employee. The District will conduct an investigation and provide a report of findings and action as quickly as possible. No employee shall be retaliated against for reporting or filing a complaint of discrimination as defined above.

3.0.6 To the extent possible, discrimination complaints will be treated in strict confidence by both the Union and the District. Disciplinary actions against employees found to have violated this Article may include progressive discipline appropriate to the severity and nature of the proven misconduct. If a complaint alleges discrimination



by a non-District employee, interim measures and/or final corrective actions to be considered, as contemplated by Administrative Regulations, shall include excluding such person(s) from contact with the complainant and/or their worksite.

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

~~3.0.8 The District shall refrain from discrimination, retaliation, or harassment on the basis of union membership or activity. There shall be a rebuttable presumption on the employer that any adverse action taken against an employee within 180 days of participation in concerted activity is retaliatory.~~

~~3.0.8 This Article is not subject to the grievance procedure as outlined in Article 25.~~

### 3.1 Reasonable Accommodation Under the Americans with Disabilities Act (ADA)

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

~~3.1.2 No later than sixty (60) business days after ratification of this 2025 agreement, the district shall begin an audit of all District Buildings which are used by employees, to evaluate compliance with the ADA and shall provide the report to the Union no later than 14 days upon completion. Upon request, the Union and the District shall bargain the effects of any possible issues related to noncompliance.~~

3.1.2 ~~3.1.3~~ An employee may request reasonable accommodation. During the process, an employee has the right, upon request, to Union representation.

3.1.3 ~~3.1.4~~ When an employee requests a reasonable accommodation, the appropriate District designee shall meet with the employee and, at the request of the employee, with the employee's Union representative as soon as practicable to commence the interactive process.

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

~~3.1.5~~ 3.1.4 If no reasonable accommodation in the current assignment is offered possible, the District shall ~~Employer should~~ make every reasonable effort to provide a modified work duty assignment.

~~3.1.6~~ 3.1.5 The ADA process is not subject to the grievance procedure as outlined in Article 25.

For SFUSD:

For SEIU Local 1021



3/17/24

Apolinar Quesada



Nato Green



**Distribution in Print  
SFUSD and SEIU Local 1021**

4.0 Translation and Distribution

4.1 Translation

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

4.2 English Language Agreement Governs Disputes

If any conflicts or disputes arise regarding the translation or proper interpretation of any term or provision of this agreement, the intent, and language of the English language version of the agreement shall prevail.

4.3 Distribution Online

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

4.4 Distribution via Email

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

**4.5 Distribution in Print**

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

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

**For the District,**

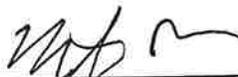


**Apolinar Quesada - Labor Relations**

3/16/2026

**Date**

**For the Union,**



**Nato Green - SEIU Local 1021**

3/16/26

**Date**



11.0 Subcontracting of Work

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

~~The Parties recognize situations may arise that impact the District's ability to fulfill its legal obligations. The Parties agree to discuss, in a timely manner, on a case-by-case basis, the need to subcontract work. The Parties will determine scope and length of subcontracted work via mutual agreement.~~

Side Letter on Subcontracting for Urgent Staffing Needs

In the event that the District has a good faith belief that it may be unable to meet its legal obligations, the Parties agree to discuss in a timely manner and on a case-by-case basis the need to subcontract work. In addition, the parties can discuss other alternatives to subcontracting to address urgent staffing needs. Any resulting subcontracting of work will be based on mutual agreement.

This Side Letter will expire June 30, 2028.

For SFUSD,

For SEIU Local 1021,

 3/17/26

Apolinar Quesada

 3/26/26

Nato Green



SFUSD & SEIU Local 1021

March 17, 2026

SFUSD to SEIU

Date: 3/17/26

Time: 2:03 PM

**SEIU Counter to SFUSD 1/28/26 Time:** \_\_\_\_\_

SFUSD Counter to SEIU Date: 12/5/2025

SEIU to SFUSD Counter 11/17/25

SFUSD to SEIU at 11:14 AM 11/3/25

SEIU to SFUSD - Initial Proposal 10/3/25

## 12.0 Holidays and Vacations

### 12.1 Holidays

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

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

~~Bargaining unit members shall be paid for all observed holidays~~

~~Bargaining unit members, including summer assignments, who are in paid status scheduled to work, the day before or the day after all holidays listed above EXCEPT Independence Day or Juneteenth EXCEPT Independence Day or Juneteenth shall be paid in observance of those holidays. For the purposes of this provision, the "day before" or the "day after" means the last work day or the first work day of a member's assigned work calendar.~~

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

### 12.2 Paid Floating Holiday

12.2.1 Bargaining unit members shall have ~~seven (7) five (5) eight (8)~~ five (5) floating holidays ~~(including Lunar New Year)~~ per fiscal year. Bargaining unit members have the right to flexibly schedule ~~four (4)~~ floating holidays with their supervisor's approval. While each request shall be considered on an individual basis, school-term unit members shall not normally be approved to take a floating holiday on student attendance days.

12.2.2 Floating holiday requests must be submitted at least five (5) ~~three~~ business days in advance of the date requested. Supervisors will ~~make a valid effort to~~ approve or deny the request within two (2) business days of submission. Requests for floating holidays when students are not in attendance will not be unreasonably denied. ~~normally be approved. Denials will be provided in writing with the reason a denial was necessary. If a Supervisor does not approve an employee's request to use a floating holiday on the date(s) requested, the Supervisor will make every reasonable effort to find an alternate mutually agreeable date.~~

~~12.2.2~~ **12.2.2.3** All floating holidays must be designated by the unit member prior to the end of the unit member's work year **if they are to be used during summer recess** and must be taken prior to June 30.

**12.2.2.4** Employees may ~~accrue up to fourteen (14) sixteen (16) floating holidays~~ carry over to a succeeding fiscal year any unused floating holidays, provided that the number of floating holidays an employee can carry forward shall not exceed the total number of floating holidays received in the prior fiscal year and the employee's total floating holiday balance at any time shall not exceed ~~twice their annual allocation of ten (10) floating holidays~~. No compensation of any kind shall be earned or granted for floating holidays not taken.

**12.2.2.5** Floating holidays are used in one day increments.

**12.2.2.6** In years when February has a "leap day," year round unit members will be entitled to one **(1) additional floating holiday to be used during that fiscal academic year.**

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

### **12.3 Vacation**

**12.3.1** The ~~San Francisco Unified School District (the District)~~ provides ~~annual~~ **vacations time** for all regular classified employees who have completed one (1) year ~~of or more~~ continuous service. Vacation is accrued and awarded each pay period in accordance with **San Francisco Administrative Code Chapter 16 as summarized** by the following table, dependent upon whether one is a Year Round or a School Term Employee.

~~An permanent civil service or permanent exempt employee may does not accrue and use vacation allowance in the first year of continuous service, however, at the end of one year of continuous service, an employee shall be awarded a vacation allowance computed at the rate of .0385 of an hour for each hour of paid service in the preceding year.~~

~~No employee will be directed told or encouraged to take a vacation at a particular time.~~

Number of Years of Service

Vacation Leave for Year Round Employees

- ~~4 to 5~~ **Up to 5** Years .0385 x number of hours worked
- After 5 to 15 Years .0577 x number of hours worked
- After 15 Years and over .0770 x number of hours worked

Number of Years of Service

Vacation Leave for School Term Employees

- ~~4 to 5~~ **Up to 5** Years .0485 x number of hours worked
- After 5 to 15 Years .0728 x number of hours worked
- After 15 Years .0970 x number of hours worked

**12.3.2** At the end of five years of continuous service, an employee shall be awarded a one-time vacation allowance computed at the rate of .01924 of an hour for each hour of paid service in the preceding year except that the amount of the vacation allowance shall not exceed 40 hours.

**12.3.3 At the end of fifteen years of continuous service, an employee shall be awarded a one-time vacation allowance computed at the rate of .01924 of an hour for each hour of paid service in the preceding year**

~~12.3.1.1~~ **12.3.4** The additional award of vacation after five (5) and fifteen (15) years will not be made and cannot be taken until the employee has reached his/her anniversary date in the fifth (5th) and fifteenth (15th) year of service. The maximum vacation awarded in any twelve (12) month period and the maximum ~~accruals~~ **accumulations** permitted are as follows:

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

**12.3.5 School term employees not assigned to summer service must designate use of vacation during summer recess before the end of their last workday of the fiscal year.**

**12.4 Paid Time Off For Intermittently Scheduled Staff**

For intermittent employees who work a minimum of 1,040 hours based on a 12 month lookback, the District will calculate a workday for bargaining unit members who are not regularly scheduled ~~based on a 12-month lookback at their actual hours worked in bargaining unit classifications~~, excluding holidays or days when the school site and/or the District offices are closed. ~~they were not required to provide service.~~ This workday calculation will be used to pay eligible unit members for legal and floating holidays.

For SFUSD:

For SEIU Local 1021

  
3/17/26  
Apolinar Quesada

  
3/17/28  
Nato Green



Tentative Agreement 3/16/2026

SFUSD Counter to SEIU Date: 3/16/26

Time: 10:32 AM

SEIU to SFUSD Counter Proposal 01/03/2026

SFUSD Counter to SEIU 1021 Date: 1/28/26

SEIU to SFUSD Counter Proposal 02/25/2026

## 13.4 Catastrophic Sick Leave Transfer Program

13.4.1 Purpose – The Catastrophic Sick Leave Transfer Program is a resource to provide relief to those classified employees represented by SEIU 1021 who have suffered catastrophic illness or injury.

**The SEIU Catastrophic Leave Bank provides donated leave hours to eligible members who have run out of accrued leave due to a serious medical condition or qualifying catastrophic health event, helping them maintain income and benefits during a time of need.**

Catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family and requires the employee to take time off from work for an extended period of time to take care of that family member.

In order to qualify for the catastrophic sick leave transfer program:

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

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

13.4.2 Eligibility for Participation – All classified members of the bargaining unit represented by SEIU 1021 shall be eligible to participate in the Catastrophic Sick Leave Transfer Program.

Recipients are prohibited from working while on Catastrophic Leave.

### 13.4.2.1 Process

#### 13.4.2.1.1 Recipient:

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

**The recipient must apply for and be approved for leave from SFUSD service. Human Resources ~~The SFUSD Leaves Office~~ may refer eligible members to the Union for donations.**

**After the official Leave of Absence process has been completed with SFUSD, the recipient must apply to the Union for participation in the Catastrophic Sick Leave Transfer Program.**

~~13.4.2.1.1.2~~ **The recipient must apply for participation in the Catastrophic Sick Leave Transfer Program to the Union. Such application shall include medical reports certifying that the**

~~illness/injury is catastrophic as defined above.~~

~~13.4.2.1.1.3 SEIU shall be responsible for collecting donated time. Employees shall authorize donations in writing, signed, and dated. SEIU shall compile the list of donated time in order of donations received and a breakdown of how many sick leave and accrued and earned vacations hours members donated, SEIU shall then submit the list to the District along with supporting written authorizations. Donations shall be made directly from an employee (donor) to a specific employee (recipient). Employees shall authorize the donation by completing the designated Google Form provided jointly by SEIU 1021 and the District. The form shall include donor name, employee ID, type of leave being donated, and acknowledgment that the donation is voluntary and irrevocable. The submission of the Google Form shall serve as the employee's signed and dated authorization. There shall be no central "bank" of donated time maintained by SEIU or the District.~~

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

~~13.4.2.1.2 The Union:~~

~~13.4.2.1.2 Donor and the Union:~~

~~SEIU shall verify applications for the Catastrophic Leave Bank with Human Resources the SFUSD Leaves Office. The SFUSD Leaves Office Human Resources will only provide verification of the recipient's leaves status and will keep private all member medical information private.~~

~~SEIU shall be responsible for collecting and managing donated time. Employees shall authorize the donation by completing the designated Google Form Catastrophic Sick Leave form provided jointly by SEIU 1021 and the District. Upon request, the District may shall also provide the Catastrophic Sick Leave Donation form to the employee. The form shall include donor name, employee ID, hours donated, type of leave being donated, specific recipient (if applicable) and acknowledgment that the donation, once accepted, is voluntary and irrevocable. The Catastrophic Sick Leave Donation form will be submitted to SEIU 1021. The submission of the Google Form shall serve as the employee's signed and dated authorization. SEIU shall compile the list of donated time in order of donations received and a breakdown of member hours donated. SEIU shall then submit the list to Payroll the District. Any discrepancies in the allocation of donated time are the sole responsibility of the Union to correct.~~

~~13.4.2.1.2.1 SEIU shall inform their membership that all catastrophic leave donations are completed by direct donation as outlined in 13.4.2.1.1.3 above, on a case-by-case basis when the need for donated time arises.~~

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

~~13.4.2.1.3 The District and the Donor:~~

~~13.4.2.1.3.1 The District will convert the donated hours to dollar amounts, based on the pay rate(s) of the donor worker(s). Thereafter, the District will deduct the designated sick leave and accrued and earned vacation time hours from donors, according to the direct donation request listed on the donor's Google Form list, and credit it to the worker member on leave, according to the pay rate of the worker member on leave or credit the dollar amount to the Catastrophic Sick Leave~~

Bank. On a monthly basis the District shall provide the Union with a summary of the money used and for which employees.

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

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

For the District

For the Union

 3/16/2026

Apolinar Quesada, SFUSD

 3/11/26

Nato Green, SEIU Local 1021



## 14.0 Work Assignments

The Union recognizes the Charter authority of the Superintendent in assigning employees under their direction. The following does not negate the authority of the Superintendent under the City Charter and Civil Service, but is an effort to establish acceptable procedures to be followed in making assignments. The following also does not limit the authority of the Appointing Officer to determine if and when a vacant position will be filled.

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

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

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

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

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

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

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

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

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

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

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

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

14.11 An employee whose regularly assigned schedule and/or work hours is changed by the District will be

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

#### 14.12 Confidential Employee Work Assignments

The District shall notify the Union on or before July 15th of each year as to what unit classifications and number of employees are with "confidential" status as of that date. Thereafter, the District shall notify the Union thirty (30) days prior to any additional designation of unit classification as "confidential." Upon request, the District shall meet and confer with the Union.

## 14.XX - Attribution of Hours

~~A classified employee who works a minimum of 30 minutes per day in excess of their part-time assignment for a period of 20 consecutive working days or more, shall have their basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis pursuant to California Education Code 45137.~~

A classified employee who is assigned to work a minimum of 30 minutes per day in excess of their original schedule, for a period of 20 consecutive working days or more, shall have their FTE adjusted to reflect the new schedule they are being asked to work. The supervisor must submit an increased work form to Human Resources outlining the new FTE and the dates for which the additional hours will be needed. At the conclusion of the need for additional work, the employee will be returned to the originally assigned FTE. Requests for increased FTE may not cross the fiscal year. If the department desires the employee to continue in the higher FTE beyond the fiscal year, the employee must be offered the higher FTE on a permanent basis.

## 14.XX - Alternative Work Schedules (Will accept if blue language is accepted)

**The District will may establish alternative work schedules available by mutual agreement to those employees whose duties are not required for a workweek of five consecutive days.** Work schedules do not include the work location. ~~These schedules may include:~~

~~4-10-hour days per week as described in California Education Code 45132 9 hours per day, 80-hour per 2-week schedule as described in California Education Code 45133~~

~~Other mutually agreed combinations of hours and days that do not exceed the limits drawn in Education Code~~

~~In cases where multiple requests exist, priority for approval of alternative work schedules shall be in order of seniority for qualified permanent civil service employees, then by date of hire for probationary, provisional, or exempt employees. Nothing herein shall restrict the District from establishing an alternative work schedule as part of a publicly posted job recruitment, or as a reasonable accommodation for a bargaining unit member with a qualifying need.~~

#### 14.13 Voluntary Reduced Work Week

14.13.1 Employees in any classification, upon the recommendation of the Superintendent and subject to the approval of the Director of Human Resources, may voluntarily elect to work a reduced work week for a specific

period of time. Such reduced work week shall not be less than twenty (20) hours per week for a period of not less than three (3), nor more than six (6) continuous months during the fiscal year.

14.13.2 Pay, vacation, holidays and sick pay shall be reduced in accordance with such reduced work week. Voluntary reduction of hours shall have no effect on health service coverage, dental coverage, salary step increases and seniority for layoff purposes.

## **14. XX Hybrid and Remote Work**

~~The District shall provide the option of remote and hybrid work locations to unit members whose duties do not require them to be physically present at a District worksite. No member shall normally have more than three (3) remote workdays in a regular scheduled workweek, except during weeks when their regular worksite is closed or unavailable.~~

~~Every December and June, members shall submit in writing to their supervisors their preferred remote work schedule and shall be granted by seniority on a rotational basis. In cases where multiple requests exist, priority for hybrid and remote work schedules shall be in order of seniority for permanent civil service employees, then by date of hire for probationary, provisional, or exempt employees. Nothing herein shall restrict the~~

~~District from establishing a hybrid or remote work location as a reasonable accommodation for a bargaining unit member with a qualifying need.~~

## **14. XX Electronic Surveillance**

~~Computer login/out time, door badge access time, surveillance cameras, and equipment start/stop times will not be reviewed as a means of recording or attributing attendance for bargaining unit members.~~

## **14.XX Transportation for Workers Assigned to Multiple Worksites**

~~Workers regularly assigned to multiple worksites and who use transit to travel between those worksites, or who drive a personal vehicle between sites, qualify for the mileage reimbursement program. will be issued a Clipper card with monthly fare sufficient to cover the actual fares.~~

~~Workers regularly assigned to multiple worksites who drive a personal vehicle between sites will be issued a parking space or permit so they can legally park at each regular worksite.~~

~~Actual travel time for these employees will be included in daily hours assigned, even if the assignment includes multiple position numbers.~~

[Transfer process is in Bidding/Transfer proposal]

JFueso,  
  
3/16/2026

SEIU  
 3/16/26



**Tentative Agreement**  
**SFUSD Counter to SEIU**  
Counter SEIU 1021 to SFUSD  
**SFUSD Counter to SEIU**  
Counter SEIU 1021 to SFUSD  
**Initial Proposal SFUSD to SEIU 1021**

**3/16/2026**  
**Date: 3/16/2026**      **Time: 10:36 AM**  
Date: 2/25/2026  
**Date: 1/28/2026**  
Date: 1/13/2026  
**Date: 11/17/2025**

## **14.14 Shift Bidding Process**

### **14.14.1 Purpose**

To ensure consistency, transparency, and operational efficiency, the District and SEIU Local 1021 agree that all bargaining-unit employees in Custodial ~~2700-series non-supervisory~~, Student Nutrition Services ~~2600-series (SNS)~~, and Early Education ~~2600-series~~ classifications shall participate in a single, district-wide semi-annual bidding process for the subsequent semester-school year within the unit member's classification.

### **14.14.2 Timing of the Semi-Annual Bid**

1. The annual bidding process shall occur at least once ~~twice~~ each fiscal year, typically ~~between March 1 and April 30~~, unless as mutually agreed-adjusted in writing by the District and Union, so long as there are open positions to be filled.
2. All new assignments ~~for the following school year~~ shall be announced finalized at least one month prior to the end of the employee's work calendar in the current fiscal year semester. ~~no later than their last work day of the school year.~~
3. No additional "midyear," "semester," or "supplemental" bidding processes shall occur. Any vacancies arising after completion of the annual cycle shall be handled under Section 14.15 ~~(Midyear Vacancies)~~. Transfers.

### **14.14.3 Eligibility**

1. All permanent (PCS) employees ~~in good standing within the Custodial, SNS, or Early Education units~~ are eligible to participate in the annual bid within their respective classification(s) ~~or those for which they are eligible by civil service examination.~~
2. Employees on approved leave may participate by submitting preferences in writing or electronically if it is their intention to return to service at the time the new bid will go into effect.
3. ~~In emergency situations to provide student services, a TEX employee may be temporarily reassigned from their bid position but will be paid at least the hours and wage due under their bid position.~~
4. ~~Temporary or substitute (TEX) Provisional and exempt employees~~ are not eligible to bid in their first year of service. Management retains its right to assign TEX substitute employees.

#### **14.14.4 Notice of Bidding**

- 1. The District shall issue written notice of the upcoming annual bid at least four (4) weeks prior to the start of the process.**
- 2. Each notice shall include:**
  - a. Timeline and deadlines**
  - b. A list of all known and anticipated openings by site, shift, hours, and program type**
  - c. Instructions for submitting bid preferences**
  - d. The current seniority list for the affected classifications**
- 3. All written materials may shall be provided in English, Spanish, Chinese, and Tagalog, or in additional languages as mutually agreed, upon request from the employee.**

#### **14.14.5 Submission of Bids**

- 1. Employees shall have two (2) weeks from the date of having received their Bid Preference Form to submit their completed Bid Preference Form.**
- 2. Each employee may list up to five (5) preferred assignments in order of preference.**
- 3. Failure to submit a Bid Preference Form by the deadline shall indicate intent to remain in the current assignment.**

#### **14.14.6 Assignment of Positions**

- 1. The District will rank all bidding employees by seniority within their classification.**
- 2. Assignments will be made in order of seniority, granting each employee their highest available preference at the time their turn is reached.**
- 3. If an employee's listed preferences are no longer available, they will remain in their current position unless otherwise displaced.**
- 4. Ties in seniority shall be resolved consistent with Civil Service procedures. by the employee's District employee number with the lowest number = highest seniority.**

#### **~~14.14.7 Midyear Vacancies Outside of Bidding~~**

- ~~1. Vacancies arising after completion of the annual bid shall be temporarily filled until the next annual bidding cycle.~~**
- ~~2. Employees placed in temporary assignments shall return to their original position(s) when the assignment ends.~~**
- ~~3. Positions filled in this way will first be offered to interested PCS~~**

- a. ~~employees in order of seniority. If no volunteers are available, then the position will be filled in reverse order of seniority including TEX~~
- b. ~~employees.~~

#### **14.14.8 Union Access and Verification**

1. ~~At the time the bid notices are provided to employees, No later than 30 days from the conclusion of the annual bid,~~ the District will provide the Union with:
  - o A copy of all openings
  - o ~~The final seniority list used for bidding~~
2. No later than 30 days after the conclusion of the bid, the District will provide the Union with:
  - o The final list of assignments and unfilled vacancies
3. The Union and the District may designate a mutually agreed upon observer, ~~who is independent to the respective classification,~~ to be present during the assignment process.
  - o The observer release time will be in accordance with Article 9 ~~for Union Business~~

#### **14.14.9 Implementation and Transition**

1. Upon ratification, this annual bidding process shall replace all prior bidding provisions in Articles 17 (Custodial) and 18 (SNS) and any separate Early Education bidding practices.
2. Any interim vacancies between ratification and the first unified bid shall be filled temporarily until the new cycle commences.
3. The annual bid shall take effect at on the first day of the pay period including the first working day in August ~~beginning of the first pay period of the fiscal year, or January, as applicable.~~ of the following school year. ~~at least one month prior to the end of the employee's work calendar in the current fiscal year~~

#### **14.14.10 Dispute Resolution**

Disputes regarding implementation or seniority application in the annual bid shall be subject to the grievance procedure set forth in this agreement. ~~Article 25 – Grievance Procedures.~~

### **14.15 XXX - TRANSFERS**

Transfer made by the District shall be subject to the following conditions:

#### **14.15.1 Voluntary Transfer**

A voluntary transfer is a transfer initiated at the request of the permanent unit member and shall be limited to one (1) lateral transfer per school year, provided that the unit member's job performance is satisfactory and the unit member meets the minimum job-related qualifications. A newly-hired regular unit member is not eligible for transfer during their first twelve (12) months of employment with the District. A unit member wishing to transfer from one work site or department to another shall request such transfer in writing to the Human Resources Division. ~~All provisions of 14.15 shall apply to Community School Coordinators covered by this agreement regardless of appointment type. No provision in this article prevents the District from approving a voluntary transfer for any employee.~~

The Human Resources Division shall maintain a file of unit member requests for voluntary transfer for each fiscal year (July 1-June 30).

The requesting employee will complete an Internal Transfer Request Form ~~(created by Human Resources)~~ that will be reviewed by ~~the employee's department head or designee in collaboration with~~ Human Resources. The unit member will be notified within ten (10) business days of the status of their transfer request. ~~The District will establish written transfer procedures for each employee classification which contains more than one bargaining unit member. On request by either party, the Union and District will meet and confer over these procedures.~~

#### 14.15.2 Involuntary Transfer

An involuntary transfer is a change in the unit member's department or work site, when the District deems such a change to be necessary for the benefit of a department, school, or program; ~~for the protection or morale of the unit member, or of other unit members;~~ or for other reasons related to the legitimate needs of the District. In a non-emergency situation, before any request for an involuntary transfer is acted upon, the unit member must be notified in writing that an involuntary transfer is being made, and no such transfer shall be made without fifteen (15) work business days' notice. ~~The Director of Human Resources or designee shall assess all non-emergency requests in writing.~~ An involuntary transfer shall not be arbitrary and/or capricious.

SFWO,



3/16/2024

SKV



3/16/24

## 16.0 Clerical Provisions

### 16.1 Comfort Standards

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

### 16.2 Career Pathways and Promotional Provisions

Promotional preference will be given to internal candidates who:

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

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

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

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

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

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

### 16.5 Training

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

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

### 16.6 Job Duties

Clerical staff shall fulfill the duties outlined in the Civil Service job descriptions which apply to their specific classification (1408, 1410, 1424, 1426, 1446 and all other Civil Service clerical job descriptions which may apply) and shall only be engaged in varied clerical work and job duties relative to office operations within the SFUSD.

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

### 16.7 Laptop Computers

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

### 16.8 Scheduling

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

### 16.9 Differentiation of Job Duties

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

### 16.10 Parking Accommodations

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

### 16.11 Coverage when Absent

Tentative Agreement - Article 16  
Clerical Provisions  
SFUSD and SEIU Local 1021

Date: 3/16/2026

Anytime a site's school clerk is absent, the District will make every valid effort to provide a substitute clerk as outlined in Article 15.0 of the Collective Bargaining Agreement. ~~When Clerical Staff are absent, whether for a single day or longer, the District shall keep a pool of substitute clerks available to provide site coverage. Clerks will be able to select their preferred substitute within the Substitute System. Pool member preference will be given to SFUSD retirees who are familiar with SFUSD procedures and software. Every school site shall have at least one clerk on-site for each day that students are present.~~

For the District,

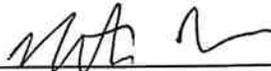


Apolinar Quesada - Labor Relations

3/16/2026

Date

For the Union,



Nato Green - SEIU Local 1021

3/16/26

Date



**Tentative Agreement**  
**SEIU to SFUSD 2026-03-17**  
**SFUSD to SEIU - Counter Proposal Date: 11/17/2025**

**SEIU to SFUSD - Initial Proposal Date: November 3 , 2025 Time: 1:21pm**

## **17.0 Custodial Positions**

### **17.1 Transfers**

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

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

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

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

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

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

### **17.2 Temporary Changes**

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

### **17.3 Reporting Time**

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

~~During recesses, custodians will not be assigned to evening or night shifts except where services are required due to a permit or other legal necessity.~~

## 17.4 In-Year Vacations for Custodians

17.4.1 The District shall provide ~~up to 35~~ in-year vacations ~~per year~~, exclusive of the blackout periods at the beginning and end of the student instructional calendar. “In-year,” as used herein shall mean the period between on or about October 1<sup>st</sup> and on or about May 15<sup>th</sup> of any school year.

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

17.4.3 Provided that District efficiency is not adversely impacted, in-year vacation requests (as described herein) may ~~must be~~ be approved ~~or denied in writing no later than 10 business days from date of submission. If the district does not respond in writing to the vacation request, within the 10 business day period, it will automatically be approved.~~

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

17.4.5 After an eligible custodian has received an in-year vacation, they shall drop to the bottom of the seniority list when future requests are being considered. ~~Use of vacation hours to substitute sick leave, for an employee who has exhausted their sick leave, does not constitute an in-year vacation.~~

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

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

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

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

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

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

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

a. Two weeks before the last day of school

b. The date the site administrators report for duty through two weeks after the first instructional day.

**17.5 Annual Bidding Process for the Upcoming School Year 17.5 Annual bidding will follow the procedures established in Article 14.14.**

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

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

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

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

#### 17.5.1.1 Building the List of Openings

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

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

For example:

- a. Employees who receive their new assignment via the bidding process shall be giving up their current year assignment.
- b. Employees shall receive their choice in seniority order.

#### 17.5.1.4 Seniority List Sorted by Total Seniority

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

#### 17.5.1.5 List of Open (biddable) Positions

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

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

#### 17.5.2 Submitting Choices

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

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

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

### ~~17.5.3 Filling Open Positions~~

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

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

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

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

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

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

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

~~17.5.2.3.6 Custodial management shall provide copies of the following to the Union:~~

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

## 17.6 Custodial Recycling and Other Duties

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

## 17.7 Transporting of Furniture

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

## 17.8. Healthy and Safety for custodians

### 17.8.1- Facilities, Conditions and Equipment

The Parties recognize the importance of a safe and healthy work environment. All District employees are protected by, and must adhere to, all applicable Board Policies, and state, local and federal laws. Employees shall be provided all personal protective equipment as required by law relevant to their job class.

~~Custodians shall report promptly in writing any unhealthy or unsafe facilities, conditions or equipment to the Unit Member's immediate supervisor/ manager~~

~~Custodians will not be subject to any disciplinary action for making or filing any complaint involving any unsafe working conditions. Nothing in this article shall preclude a Unit Member from filing a Cal-OSHA claim.~~

~~When an administrator finds a condition such as to render a situation unsafe, unhealthy or hazardous, the administrator shall take immediate steps to protect the safety of the Unit Member.~~

~~Custodians shall not be expected to handle hazardous material. The Custodian shall direct questions regarding the proper handling of the labeling of, and/or storage of hazardous materials to the Office of Environmental Health and Hazardous Materials.~~

~~An updated procedure manual for custodial services Custodians shall be developed by the District within 60 days of the ratification of this agreement. Unit Members shall have the right to make written recommendations for items to be included in such manual, which shall be updated and distributed annually in English, Spanish, and Simplified Chinese at or before the August custodial training.~~

~~No more than 60 days after ratification of this agreement, the Custodial department shall provide all custodial employees with appropriate equipment and materials including but not limited to inclement weather supplies and lifting equipment.~~

~~In the event the air quality index (“AQI”) for San Francisco (or the nearest city for which an AQI report is available) reports levels of particulate matter greater than 150 parts per million (“p.p.m.”), the District shall issue N-95 safety masks to all bargaining unit members within 24 hours. No member will be required to perform work outdoors without an N95 mask. Furthermore, the District shall meet and confer with the Union upon the Union’s request to address health and safety issues related to the air quality.~~

District employees are protected by, and required to comply with, CalOSHA requirements regarding safety during Wildfire Smoke Events. Employees will not be required to work out of doors for more than 1 hour during an eight hour shift if doing so would expose the employee to an AQI for PM 2.5 of 151 or greater.

#### 17.8.1 Asbestos Safety

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

#### 17.9 Custodial Work – Supervision & Duties

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

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

#### 17.9.2 Custodial Substitute Duties

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

#### 17.10 Work Pursuant to a Permit

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

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

extra work created by the event described in the permit.

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

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

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

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

## **17.11 Custodial Supervisors Workspaces**

### **17.11.1 Workspaces**

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

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

#### **17.11.2.1 Training**

**All assistant supervisors and supervisors shall be given at least quarterly training in leadership, equity and conflict resolution with a credentialed instructor.**

**Supervisors They shall meet with direct supervisors and/or managers on a monthly basis, to discuss business needs and other concerns. Nothing in this agreement shall prohibit any management rights including, but not limited to, scheduling additional meetings with staff.**

~~The Union will receive notice and agendas at least 10 business days in advance of each training.~~

#### ~~17.11.3~~

~~Custodial Assistant Supervisors and Supervisors shall not be responsible for delivering formal discipline to bargaining unit members and shall not be held responsible for programmatic deficiencies in the department.~~

## **17.12 Overtime Procedures**

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

### 17.13 Handbook

The policies stated in the custodial handbook shall not contradict an expressed term of this Agreement. The District will forward a copy of the handbook to the Union in advance for its reaction and input. Should the District not update the custodial handbook in a timely manner, the terms of this contract shall supersede the version of the handbook currently in use.

### ~~17.14 Regularly Scheduled Substitutes~~

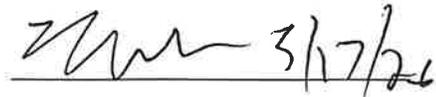
~~The District will provide 10 regularly scheduled itinerant positions that are guaranteed a minimum number of hours per day, but may be assigned to any worksite based on program needs. These positions will be included in the regular bidding and assignment process.~~

For SFUSD:

For SEIU Local 1021

 3/17/26

Apolinar Quesada

 3/17/26

Nato Green

~~21.0 Child Development Program Provisions~~ **Houseparents**

21.1 Filling of Vacancies

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

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

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

21.2 Long Term Temporary Assignment

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

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

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

For SFUSD,

For SEIU Local 1021,

 3/17/26

 3/17/26

Apolinar Quesada

Nato Green



## 18.0 STUDENT NUTRITION SERVICES

### 18.1 Assignment

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

### 18.2 Bidding Process for Upcoming Semester (Spring, Summer, and Fall)

#### **18.2 The Bidding Process will follow the procedures outlined in Article 14.14**

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

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

~~a. Building the List of Openings by Site;~~

~~b. Submitting Choices, and~~

~~c. Filling Open Positions based on seniority.~~

~~d. TEX will be allowed to bid at the end of the initial bidding cycle on any remaining open positions and will be allowed to be in that position until the next bidding cycle. NOTE: TEX will not have permanent rights to this position.~~

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

#### ~~18.2.1 Building the List of Openings~~

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

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

~~a. will not be participating in the bidding process because they would like to stay in their current position for the upcoming semester;~~

~~b. want to move to a different position via the bidding process for the upcoming~~



semester; or

e. are not planning to work in SNS in the upcoming semester and whose current position added to the list of openings for the bidding process;

d. TEX will be allowed to bid at the end of the initial bidding cycle on any remaining open positions and will be allowed to be in that position until the next bidding cycle. NOTE: TEX will not have permanent rights to this position.

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

For example:

a. There is no guarantee that everyone will get one of their choices.

b. Employees with higher seniority are more likely to get one of their choices than employees with lower seniority.

c. Employees must submit the request form on time to be considered for the bidding process.

d. How seniority is determined.

18.2.1.2 When a position has a change in hours

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

(a) interested in keeping their current position with the new hours in the coming year, or

(b) want the position with the new hours added to the list of openings for the coming year because they would like to move to a different position via the bidding process.

18.2.1.3 Seniority List Sorted by Total Seniority

SNS management will also send the Seniority List of all SNS employees. Employees with higher seniority will be more likely to get one of their choices than employees with lower seniority, so reviewing the Seniority List will help employees understand where they will be positioned in the bidding process.

Employees who have any questions about their place on the Seniority List can follow-up with Human Resources. If errors are found in the Seniority List, a new list will be sent to employees before bidding is completed. TEX employees will be allowed to bid at the end of the initial bidding cycle for permanent employees on any remaining open positions and will be allowed to be in that position until the next bidding cycle. NOTE: TEX will not have permanent rights to this position.

18.2.1.4 Creation of Bidding List

SNS management will compile all the responses from the Bidding Survey and Notice of Schedule



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

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

#### 18.2.1.5 Bidding Orientation

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

18.2.1.5.1 The Bidding Orientation will review:

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

#### 18.2.2 Submitting Choices

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

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

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

#### 18.2.3 Filling Open Positions

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

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

18.2.3.1.1 SNS management will create a list of employees who submitted the Bidding Form and



sorted it in order from highest to lowest seniority. If employees have the same seniority date, the last three digits of their social security number will be used as a tie breaker with the largest three digit number ranked the highest.

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

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

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

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

packets of written information sent to SNS employees;

b. a ranked list of employees who submitted and Openings and Bidding Form that is used to fill openings via the bidding process;

c. a list of employees who did not get assigned to one of their choices via the bidding process;

d. list of all assignment offers from the bidding process; and

e. a list of each worker's bids.

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

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

18.4 Filling Openings Outside the Semester Bidding Process.

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

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

18.5 Temporary Assignment



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

~~Temporary assignments made in this way that exceed 20 days will cause a permanent modification to the employee's assignment including all relevant benefits and contributions. Assignments will not be limited or rotated to prevent this modification.~~

#### 18.6 Emergency Site Coverage

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

#### 18.7 Access to Phones

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

#### 18.8 Care and Cleaning of Cafeteria

SNS workers are responsible for the care and cleaning of the cafeteria and service of all meals to students. Care and cleaning includes wiping down dining furniture and chairs, cleaning of student food sharing tables, disposing of leftover milk, maintaining posters and signage on the walls, cleaning of coolers and other preparation equipment and areas, and maintaining any trash enclosures. ~~Time for these duties will be included in the employee schedule appropriate to the size of the dining space and the age of the students.~~

These duties shall include breakfast, lunch and supper programs.

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

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

#### 18.9 Work During a Split Shift or At Multiple Sites



18.9.1 SNS workers with a split shift shall be entitled to a duty-free unpaid nonworking period. If an SNS worker is asked by their immediate supervisor to work during a duty-free, unpaid, nonworking period, they will be paid for all hours actually worked in minimum increments of fifteen (15) minutes.

When an SNS worker is asked by their immediate supervisor to cover split shifts at multiple work sites in a day, SNS will calculate the travel time between sites and the employee will be paid for the travel time at their regular pay rate.

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

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

#### 18.10 ~~No Loss of Pay for Incumbents during reorganization~~

~~“Incumbents in the classification” includes a Any employee, working in any of the affected classification, irrespective of their status — e.g., temporary, service as needed, etc. will be held harmless during a reorganization of duties. — on or after July 1, 2010. The effect of this provision is that No employee who so qualifies will be placed at the new lower steps upon reorganization. rehire.~~

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

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

#### 18.11 Out of Class Pay for **Employees Assigned to a Higher Classification** ~~School Lunchroom Helper Assigned to Lead~~

If a **kitchen worker 2615** ~~School Lunchroom Helper~~ is assigned to fill a **higher classification 2616** ~~Lead Student Nutrition Worker~~ opening because there are not enough 2616's to fill all **Lead Openings**, the ~~2615 Lunchroom Helper's~~ **employee's** salary will be adjusted to include out of class pay for the duration of their assignment in a **Lead** role. The District shall provide **employees classification 2615** when assigned “In Charge” at a satellite location a salary adjustment to the equivalent salary step in the salary schedule which is two **steps** ~~grades~~ above their salary schedule ~~for class 2615~~. If an SNS employee is assigned to a higher classification which is not “In Charge”, that employee shall be paid ~~10%~~ 5% out of class pay from the ~~fast~~ **first** day they are in the assignment.

#### 18.12 In-Year Vacations for School-Term SNS Employees

~~No employee will be told or encouraged to take a vacation at a particular time.~~



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

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

18.12.3 In-year vacation request may ~~shall~~ be approved so long as the operational needs of the District are not adversely affected. ~~Vacations shall only be denied in writing, with a statement of the specific needs of the district that are not remediable.~~

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

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

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

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

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

## 18.13 Training and Professional Development

### 18.13.1 External Training

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

### 18.13.2 Internal Training

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

### 18.13.3 Internship and Apprenticeship Programs

SNS employees may participate in an approved internship, pre-apprenticeship, apprenticeship, or other formal training program that includes paid time performing work duties. ~~Any time so paid will be paid at least the employee's regular rate. If the program provides a stipend or hourly pay less than the employee's regular rate, the District will make up the difference in the same pay period.~~



If a full-time employee participates in a program that provides paid work time, the District will provide opportunities for the employee to perform that work during their regular work days ~~they are not normally assigned duties and will pay the employee at their regular rate.~~

~~Upon successful completion of the program, the District will pay the employee a stipend of \$750 per semester completed.~~

~~The District will make benefit contributions for these hours in the same way as regular hours worked.~~

#### 18.14 Summer Assignments

Employees assigned to work during the summer shall receive, **when working in their same classification, the same hourly rate and benefits, and holidays as they are paid during school year service.** ~~Employees will not be prevented from taking leave or vacation during summer service.~~

~~The District will maintain a sub pool to cover absences during summer.~~, on a pro rata basis, not less than the compensation and benefits that are applicable to the classification of the summer assignment or service during the regular school year.

#### 18.15 Minimum Work Shift

No regularly scheduled position will be created or offered which is less than ~~three and one half (3.5)~~ four (4) hours per day. If an employee requires a special accommodation for fewer hours, it will be handled through the ADA or Voluntary Reduced Workweek procedures as appropriate.

#### 18.16 Regularly Scheduled Substitutes

~~The District will provide 10 regularly scheduled itinerant positions that are guaranteed a minimum number of hours per day, but may be assigned to any worksite based on program needs. These positions will be included in the regular bidding and assignment process.~~

For SFUSD:

For SEIU Local 1021



3/17/2026

Apolinar Quesada



Nato Green



SFUSD Counter to SEIU 1021

Date: 3/16/2026

Time: 5:46 PM

SEIU Local 1021 counter to SFUSD

Date: 3/16/2026

Time:

SFUSD Counter to SEIU 1021

Date: 3/16/26

Time: 10:53 AM

SEIU Counter to SFUSD 2/25/2026

SFUSD Counter to SEIU 1021 Date: 1/28/26

SEIU Proposal to District December 5, 2025

*This proposal may be amended, modified, withdrawn, supplemented or changed by SEIU at any time.*

## 31.0 Discipline and Dismissal of Permanent Unit Members

Discipline and dismissal of permanent unit members shall take place in accordance with **principles of just cause** and the appropriate provisions of the San Francisco Charter, Statutes, and Civil Service Rules, and the California Education Code. Unit members may be disciplined for the following causes:

1. Willful or negligent violation of District policies, rules and regulations or the rules and regulations of a federal, state or local government agency which are applicable to public schools.
2. Failure to perform adequately the duties of the position held and/or failure to maintain licenses or certificates required by law. District requirements, or job description.
3. Immoral or unprofessional conduct.
4. Dishonesty.
5. Conviction of a felony or of any crime involving the illegal use, possession or intent to distribute controlled substances which would be a violation of the law in California, or of any crime involving moral turpitude.
6. Possession of, or ingesting, or being under the influence of alcohol, or a controlled substance (including prescription drugs where unreported) which could impact the safety of the employee or others on District property or while performing services for the District.
7. Evident unfitness for service with children.
8. Physical or mental incapacity to perform adequately on the job.

### 31.1 Guidelines for Disciplinary Action

The following guidelines shall be recognized in the discipline and/or dismissal of unit members:

- a. The District's rules, regulations and policies shall be reasonable and related to the efficient operation of the District.
- b. Rules, orders and penalties should be applied fairly and equitably.
- c. Disciplinary action should be appropriate and reasonably related to the nature of the offense.

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



warranted.

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

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

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

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

31.1.5 If suspension without pay is recommended as a disciplinary action it shall be preceded by a written reprimand. Exceptions may occur where conduct is of such a nature that written reprimands normally would not result in corrective conduct or where there has been no improvement after the first written reprimand.

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

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

31.1.8 If the unit member's presence would lead to a clear and present danger to the lives, safety, or health of students, employees, or the public, the District may suspend the unit member without pay immediately after informing the unit member of the reason for the suspension.

31.1.9 Within three (3) workdays, the District shall hold an informal hearing as described in Section

31.2.1 and serve on the employee a written notice of discipline and notice of right to a formal hearing in accordance with this Article.

31.1.10 If, as a result of either the informal or formal hearing, the suspension is found unwarranted or of undue length, the unit member shall be reimbursed the appropriate back pay.

31.1.11 Employees have the right to Union Representation at any **investigatory** meeting ~~in which~~ the employee reasonably believes may lead to discipline ~~has been notified that such a meeting may result in suspension or termination.~~ Upon such employee request, a union representative shall attend the investigatory meeting. ~~Investigatory meetings do not include coaching or counseling meetings. employee must be represented.~~

~~31.1.12 Disciplinary action below a suspension is not subject to arbitration. Should the Union request to arbitrate disciplinary action lower than an unpaid suspension, and the District prevails at arbitration, the Union agrees to cover the costs of the entire arbitration, including attorneys fees and costs.~~

31.1.12 Joint Union/Management Training

Within six (6) months of the date of ratification of this Agreement and on a date to be mutually agreed by the parties, the designated officers, stewards/organizers, labor representatives, and



~~managers selected by the District shall meet for a joint training on contract administration, general discussions on District-Employee relations and such other matters as may be mutually agreed by the parties. The Union officers, stewards/organizers shall attend such training on employer paid time.~~

## 31.2 Disciplinary Procedure

### 31.2.1 Informal Hearing

By mutual agreement, an employee against whom disciplinary action is being recommended may meet with the Superintendent or their designee prior to written notification of official charges. The employee shall be informed orally of the reasons for disciplinary action and the action to be taken and given an opportunity to respond. The employee may be represented at the meeting by a representative of their choice.

31.2.2 If no agreement is reached at the informal hearing the District will give written notification of official charges and notice of a right to a formal hearing.

### 31.2.3 Written Notice

When the District seeks the imposition of any disciplinary punishment, notice of such discipline shall be made in writing and served in person or by registered or certified mail to the employee at the last known address. A copy of the notice shall be mailed to the Union at the same time unless the employee requests otherwise.

### 31.2.4 Statement of Charges

A statement of the specific charges against the employee shall be written in ordinary and concise language, shall include the cause and the specific acts and omissions, including times, dates, and location, on which the disciplinary action is based and shall state the penalty proposed.

31.2.5 No disciplinary action shall be taken for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause, unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

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

### 31.2.7 Right to a Hearing

The Unit member may request a hearing in writing either by email, United States Postal Service (USPS) mail or personal delivery within five (5) workdays after service of the statement of charges. In the absence of a request for a hearing within the five (5) workdays, the disciplinary action shall be effective without a hearing on the date set forth in the written notice.

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

*This proposal may be amended, modified, withdrawn, supplemented or changed by SEIU at any time.*



### 31.3 Skelly Rights

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

- a. A notice of the proposed action; and
- b. The reasons for the proposed discipline; and
- c. A copy of the charges and the materials upon which the action is based; and
- d. The right to respond, either orally or in writing, to allegations. Skelly meetings shall be presided over by a management representative who is not directly connected to the investigation or resulting discipline.

31.3.1 The employee may be represented at the hearing by a representative of their choice. 31.3.2 The Superintendent or designee shall render a written decision within ten (10) workdays.

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

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

### 31.5 Release of Probationary Classified Employees

Probationary employees are excluded from the provisions of the disciplinary article. At any time prior to the expiration of the probationary period, the District may, at its discretion, release a probationary employee.

For SFUSD,  
  
3/17/2020

for SELV  
 3/17/20



## Tentative Agreement

March 17, 2026

SFUSD Counter to SEIU

Date: 3/16/26

Time: 5:48 PM

SEIU Counter to SFUSD 1/28/26

SFUSD Counter to SEIU Date: 12/5/25

SEIU Counter to SFUSD - v3 Date: 11/17/25

SFUSD to SEIU 11/3/25

SEIU Initial Proposal to SFUSD 10/3/25

## 32.0 Insurability Operation of District Vehicles

### 32.1 Condition of Employment and Continued Employment

A bargaining unit member required to drive District vehicles as part of their job must maintain eligibility under the District's ~~standard vehicle coverage. Standard policy for insurability at the time of employment and for continued eligibility~~ while employed.

An applicant or unit member shall not be eligible for the District's ~~standard vehicle coverage. Standard policy for insurability~~ in the following circumstances:

A. ~~Three (3) or more~~ ~~More than one (1)~~ ~~Two (2) or more~~ accidents in the last three (3) years in which the applicant/unit member has been found to be at fault or partially at fault as determined by the insurer a ~~recognized legal authority~~ or receives two (2) or more "Negligent Operator Points" as defined by the California Department of Motor Vehicles ~~cited by a law enforcement agency and that citation was not later reversed~~, or are otherwise deemed uninsurable by the District's insurance providers.

B. One (1) or more type A violations in the last three (3) years; Type A violations are defined as follows:

1. Driving under the influence of alcohol or drugs (whether or not they are prescription medications)
2. ~~Negligent homicide arising out of a use of a vehicle (commonly known as vehicular manslaughter)~~
3. ~~Operating a motor vehicle during period of license suspension or revocation~~
4. ~~Operating a motor vehicle for the commission of felony~~
5. ~~Aggravated assault with a motor vehicle~~
6. ~~Operating a motor vehicle without owner's authority (grand theft auto)~~
7. ~~Permitting an unlicensed person to drive~~
8. Reckless driving
9. Speed contest (Exhibition of Speed)
10. ~~Hit and run - either bodily injury or property damage~~

C. Any combination of ~~three (3) or more~~ ~~more than two (2)~~ ~~four (4) or more~~ of the following during the past three (3) years.:

1. At-fault/~~cited~~ accidents, ~~and that citation was not later reversed~~ while operating a motor vehicle.

2. ~~Type B (moving violations)~~

- D. Have a suspended or revoked operator's license or found at fault for any of the following type B violations ~~which would be a crime in San Francisco~~:
1. Negligent homicide arising out of a use of a vehicle (commonly known as vehicular manslaughter)
  2. Operating a motor vehicle during a period of license suspension or revocation
  3. Operating a motor vehicle for the commission of a felony ~~which would be a crime in the state of California~~
  4. Aggravated assault with a motor vehicle
  5. Operating a motor vehicle without owner's authorization ~~authority~~ (grand theft auto)
  6. Permitting an unlicensed person to drive
  7. Speed contest (Exhibition of Speed)
  8. Hit and run – either bodily injury or property damage

32.1.1 Possession of a valid operator's license issued by the California Department of Motor Vehicles and maintenance of said license is required while employed in a position that operates District vehicles.

32.1.2 Any unit member whose is arrested or issued a citation for Driving Under the Influence, Reckless Driving or any other moving violation that results in the unit member's license ~~is suspended~~ suspension and/or revoked revocation, shall ~~make a valid effort to~~ immediately notify their supervisor prior to their next scheduled shift.

## 32.2 Discipline/discharge due to ineligibility

~~A. As long as the efficiency of District operation is not impaired, a permanent unit member who has their license suspended shall be transferred to an available assignment in their classification which does not require a valid driver's license for operation of a motor vehicle. In the absence of said available position, the unit member shall be subject to separation from District service, as provided for in Article 32.2.1 below.~~

~~B. As long as the efficiency of District operation is not impaired, a permanent unit member who becomes ineligible for the District's standard vehicle coverage, as defined above in 32.1, (as defined herein) shall be transferred to an available assignment in their classification which does not require operation of a vehicle. In the absence of said available position, the unit member shall be subject to separation from District service, as provided for in Article 32.2.1 below.~~

~~C. 32.2.1. A permanent unit member required to operate district vehicles as a routine part of their duties, who has their license revoked by California Department of Motor Vehicles, shall be subject to separation from District service. A dismissal under Article 32 shall not be subject to the grievance process and/or arbitration.~~

~~32.2.2 Before separation, In the event no other work assignment can be provided, Tthe employee who is not eligible for District insurance will be placed on unpaid administrative leave for a maximum of thirty (30) calendar days to permit them time to remediate the issues that made them ineligible for District insurance. If the unit member provides documentation of a concerted attempt to remediate that may exceed the 30 days, the leave may be extended at the sole discretion of the District. by mutual agreement between the Union and the District. , except that they may be placed on special employment status, as provided for in Article~~

32.2.1 below.

### 32.2.1 Special Employment Status

a. However, ~~p~~ Prior to any dismissal action contemplated in 302.2a, 30.2b and 302.2e above 32.2, the employee shall be placed in a special employment status for at least ~~five (5) thirty (30)~~ working days during which he/she they shall be required to make their own transportation arrangements and meet with their supervisor to determine their work assignment, in order to properly fulfill District duties.

b. If said ~~five (5) thirty (30)~~ workday period results in satisfactory and efficient service to the District, ~~the consideration of dismissal shall be deferred until the special employment status has ended.~~ the possibility of dismissal action shall be deferred until such time, if any, that satisfactory and efficient service by the unit member in the special employment status is no longer being rendered.

c. If said service becomes unsatisfactory or inefficient, the unit member shall be given written notice thereof and a ~~five (5) ten (10)~~ workday period in which to make the desired improvement.

d. If the service is corrected, the deferral process ~~described in Article 32.2.1a above~~ shall be reinstated and the special employment status process described herein shall continue.

e. Failure to make the desired improvement within said period, ~~If the service is not corrected, the unit member shall be subject to involuntary layoff from District service.~~

~~A member who remediates their license while on the holdover list shall be reinstated to an open position if one is available.~~ shall result in the District placing the permanent unit member on an unpaid leave of absence for up to 36 months.

During said 36 month period, if the permanent unit member on unpaid leave presents verification to the District that their vehicle operator's license has been reinstated by the California Department of Motor Vehicles or that they have become eligible for the District's standard vehicle insurance coverage, the unit member shall be reinstated to the first vacant position in their classification; or re-employed by the District in place of any of its temporary or as needed employees in said class. Upon completion of said 36 month period, if the unit member has not been reinstated or re-employed, as provided for herein, they shall be dismissed from District service.

### 32.3 Use of Tracking Data

Tracking data the District collects in the course of operating vehicles will ~~primarily~~ be used ~~only~~ to locate, protect, and preserve District assets.

Tracking data will not be routinely reviewed for time roll or disciplinary purposes. ~~unless supervisors have reason to believe District vehicles have been misused. Employees subject to this review will be given prior written notice of the alleged misuse and that their GPS records will be tracked. Review of these records will be for a limited and specified duration not to exceed 30 days. If no adverse information is collected during the duration, review will cease and the records will be expunged.~~

No driver shall be disciplined or discharged based solely on information received from tracking devices. The District must confirm violations by direct observation or other corroborating evidence. All direct observations relied upon to corroborate a violation must be contemporaneously documented in writing by the observing supervisor or manager, including the date, time, location, and a factual description of the observed conduct.

Any use of tracking technology for discipline will be explicitly documented in the discipline documents and

the data will be provided for members and the Union to review upon completion of the District's investigation upon request. ~~request prior to the imposition of discipline.~~

### 32.4 Attribution of ~~Parking~~ Citations

The District shall maintain an accurate record of who is driving a particular vehicle for attribution of ~~parking citations and other adverse incidents.~~ If the District does not have an accurate record of which employee was actually operating a vehicle at the time a ~~parking~~ citation was issued, no discipline will result to any employee.

### 32.5 ~~Voluntary~~ Participation in Employer Pull Notice Program

~~Bargaining Unit Members will not be required to enroll in the Employer Pull Notice Program unless they are at risk of becoming ineligible for District vehicle coverage as contemplated in 32.1.~~ Bargaining Unit Members who are required to operate district vehicles as part of their assigned duties are required to enroll in the Employer Pull Notice Program with California Department of Motor Vehicles throughout their employment with the District.

For SFUSD:

For SEIU Local 1021

 3/17/26

Apolinar Quesada

 3/17/26

Nato Green

## **Tentative Agreement March 17, 2026**

New Article: Community Schools Coordinators

Initial Proposal SEIU 1021 to SFUSD Date: 1/13/2026

SFUSD Counter to SEIU 1021 Date: 1/28/2026

**SEIU Counter to SFUSD 2/25/2026**

SFUSD Counter to SEIU 1021

Date: 3/16/2026

Time: 5:54 PM

## **Community Schools Coordinators**

### **General Provisions**

Community Schools Coordinators are specific positions to support school sites in transforming into a full service community school. This may include special workshops, conferences, community events, and professional development and training.

**The nature of the work includes identification of needs and barriers to learning that may exist in ~~advocacy for changes to~~ District policy, procedures, and systems. ~~No discipline or retaliation will result from this advocacy.~~**

### **Coordinating with Administrator**

~~No less than 14 days prior to~~ **At Prior to the first day of instruction at the start of every school year, principals ~~are required~~ will make a valid good faith effort shall to meet with their Community Schools Coordinator within the first month of the start of the school year to discuss the following criteria**

- a.) Goals
- b.) Expectations
- c.) **Grant Deliverables, including ~~School Plan for Student Achievement the Community School Implementation Plan and other reports~~**
- d.) Other concerns from either the Principal or the Member

**Should a new Principal or Community Schools Coordinator be hired after the start of a school year, the Principal and Community Schools Coordinator will make a valid good faith effort to ~~should shall~~ meet within 14 days one (1) month of their hire date to discuss the above criteria.**

**The principal will make a valid good faith effort to ~~shall~~ schedule individual 1:1 meetings with the Community Schools Coordinator no less than once a month.**

### **~~Time Off Requests~~**

~~No Community Schools Coordinator shall be forced or required to take time off. Use of vacation, sick time, and floating holidays shall be taken at the behest of the bargaining unit member. The member will be allowed to coordinate with the director for alternative work solutions.~~

### **Alternative Work Schedule**

**The district ~~shall~~ may provide alternative work schedules to Community Schools Coordinators during school site closures. This includes, but is not limited to, work location, ~~remote work,~~ professional development, and community events. ~~This Article is not subject to~~**

~~the provisions regarding notification of changes in work schedules. language established in Article 14.11.~~

### Equipment and Supplies

All Community Schools Coordinators shall be provided with the following District-issued devices

a. Laptops

b. Cell Phones

~~No later than 30 days after the ratification of this agreement, Community Schools Coordinators shall be provided a City Wide Parking pass for business use.~~

### Reimbursements

~~Community Schools Coordinators shall not use their own funds to facilitate program needs. In the event that a Community Schools Coordinator must make a reimbursable purchase to facilitate program needs, it must be approved by their Principal and Director in writing and otherwise comply with procurement and grant guidelines.~~

Community Schools Coordinators shall be reimbursed for mileage in accordance with all applicable District Policies, Procedures, laws and IRS guidelines, so long as the mileage is for work related travel, and shall submit and be paid for according to the District Policies and Procedures.

### Traveling Out of Area

Should a Community Schools Coordinator be assigned required to attend or travel outside of the district for official business ~~district sponsored events~~, they shall be reimbursed for their expenses in accordance with ~~to~~ board/district policy and IRS Guidelines upon completion of said travel. ~~no later than 14 business days after completion.~~

### Access to Budget Systems

~~Community Schools Coordinators will be provided limited/view only access to Frontline or successor systems specific to the Community Schools Grants.~~ for the purpose of processing and tracking use of Community Schools funds for which they are responsible.

For SFUSD:

For SEIU Local 1021



3/17/24

Apolinar Quesada



Nato Green

## **New Article — WAREHOUSE WORKER STANDARDS, SAFETY, AND CLASSIFICATION PROTECTIONS**

~~Within sixty (60) days of ratification, the District shall work with City DHR and the Civil Service Commission, as necessary, to incorporate the full Warehouse Worker and Storekeeper series into SFUSD staffing.~~

### **Reporting Structure and Oversight**

~~The District shall create or select Warehouse Lead classifications replacing the defunct 1939 classification. The classifications shall be at least two salary steps above the highest supervised worker.~~

~~The standard reporting structure for the warehouse series shall be:~~

~~**193X Warehouse Worker or Storekeeper → Warehouse Assistant Supervisor → Warehouse Lead**~~

~~This structure ensures clarity in operational direction, workflow coordination, and accountability. Warehouse workers shall be cross-trained in all appropriate duties of the classification and shall be allocated by the Lead and Assistant Supervisors to meet the operational needs of the District.~~

~~Temporary adjustments to reporting assignments may be made based on operational needs. Permanent changes require the meet and confer process in Section X.3.~~

**Adjustments to an employee's regular schedule or assignment shall follow Article 14.11.**

### **Section X.2 — Classification Integrity and Assignment of Work**

#### **Core Function Protection**

~~Duties historically and customarily performed by the 1930 Warehouse Worker classification shall not be permanently reassigned to employees outside the warehouse series except as permitted by Civil Service Rules or in bona fide operational emergencies.~~

#### **Use of Non-Permanent Employees**

~~Temporary exempt, provisional, or substitute employees shall not be assigned ongoing or full-scope 1930 duties where a permanent civil service appointment is warranted.~~

Tentative Agreement 3/17/2026

New Article: Warehouse Workers

Initial Proposal SEIU 1021 to SFUSDDate: 1/13/2026

Time: \_\_\_\_:\_\_\_\_ AM

**The District and Union will follow Article 6.1 as it relates to the Use of Non-Permanent Employees.**

### **Contracting Out**

~~Any proposal to contract out work performed by the 1930 classification shall follow all required notice, bargaining, and Proposition J review processes applicable to personal services contracting.~~

**The District and Union will follow Article 11 as it relates to Subcontracting of Work.**

### **Section X.3 — Safety**

~~The following safety and operational standards apply to employees in the 1930 series in addition to those contemplated elsewhere in this agreement:~~

- ~~• Employees shall not be required to work outdoors during hazardous conditions without appropriate District-supplied protective gear.~~
- ~~• Employees working in refrigerated or cold storage environments shall receive breaks and time limitations consistent with applicable safety standards.~~
- ~~• Employees performing work above twelve (12) feet on ladders, scaffolds, lifts, or racking systems shall receive required fall protection training and a three percent pensionable (3%) premium of their base wage rate for all hours performing such work, paid in minimum increments of fifteen (15) minutes.~~

**The District and Union will follow Articles 23 and 26 as it relates to Safety.**

### **Section X.4 — Vehicle and Hazardous Material Operation Standards**

**Warehouse Workers shall not be assigned to operate trucks exceeding an eighteen-foot (18') cargo cabin length or a gross vehicle weight rating exceeding 26,000 pounds that require a commercial driver's license.**

~~Employees operating vehicles requiring hazardous materials placards must be fully trained and shall receive a twenty percent pensionable (20%) premium of their base wage rate for all hours operating or assigned responsibility for such vehicles, including idling or staging periods, paid in minimum increments of fifteen (15) minutes.~~

### **Section X.5 — Temporary Higher-Class Duty and Compensation**

Tentative Agreement 3/17/2026

New Article: Warehouse Workers

Initial Proposal SEIU 1021 to SFUSD Date: 1/13/2026

Time: \_\_\_\_: \_\_\_\_ AM

~~When a 1930 Warehouse Worker is assigned and authorized to perform duties of a higher classification for four (4) or more consecutive hours in a workday, the employee shall receive acting assignment pay or supervisory differential as appropriate to the assignment.~~

~~Assignments shall be made from appropriately qualified staff on a rotational seniority basis.~~

**The District and Union will follow Article 5.7.2 as it relates to Out of Class Compensation.**

### **Section X.6 — Assignments and Transfers**

~~Employees may request transfers between warehouse functions, including but not limited to Facilities and Equipment Warehousing, Perishable Warehousing, Mail Delivery, and Fire Life Safety support. The District shall not unreasonably deny such requests.~~

~~Assignments within the Warehouse Worker series shall be made based on operational needs, employee qualifications, classification standards, and seniority when qualifications are substantially equal.~~

**The District and Union will follow Article 14 as it relates to Assignments and Transfers.**

### **Section X.7 — Support for Buildings and Grounds Crews**

**1930 Warehouse Workers assigned to support Buildings and Grounds shall perform logistical functions consistent with classification duties, including but not limited to, delivery, staging, movement, and retrieval of materials, equipment, and supplies required for maintenance operations.**

**Warehouse Workers shall not be assigned maintenance or craft work belonging solely to trade classifications.**

~~The District shall coordinate scheduling between Warehouse Leads and Buildings and Grounds supervisors and managers to ensure safe and efficient operational flow.~~

### **Section X.8 — Facilities and Equipment Warehousing**

**Employees assigned to facilities warehousing shall receive required training to safely perform their job duties as outlined in Article 26.2.1. manage bulk storage systems, racks, furniture and fixture movement, receiving, staging, and site distribution.**

Tentative Agreement 3/17/2026

New Article: Warehouse Workers

Initial Proposal SEIU 1021 to SFUSDDate: 1/13/2026

Time: \_\_\_\_:\_\_\_\_ AM

**The District** and the Union share an interest in ensuring that ~~shall maintain~~ **all warehouse equipment is in safe operating condition**. The District and Union will follow Article 26.2.4 as it relates to the use of the equipment. ~~and shall not require employees to use equipment for which they have not been trained or certified. No worker shall be required to perform work over 12 feet on equipment or in a building that is not certified seismically safe.~~

### **Section X.9 — Mail Delivery**

~~Warehouse Workers assigned to mail delivery shall perform duties including sorting, staging, routing, and secure transport of inter-office mail, parcels, and site shipments.~~

~~The District shall ensure adequate staffing, vehicle resources, and routing schedules necessary for timely and safe delivery. Mail services will be maintained at a level where employees can reasonably expect a parcel to be delivered between two sites within 3 days.~~

### **Section X.10 — Perishable Warehousing**

~~Employees assigned to perishable goods operations, including food distribution related to the District's Central Kitchen, shall receive:~~

- ~~• Training on cold chain management and safe time-temperature controls~~
- ~~• Required PPE, including insulated garments and slip-resistant footwear~~
- ~~• Breaks and exposure limits consistent with safety standards~~

~~The District shall maintain all perishable storage equipment in operable, compliant condition.~~

~~The District and Union will follow Article 26 as it relates to safe working conditions and Article 23 as it relates to uniforms. All items above are covered by Cal/OSHA and California Retail Food Code (CalCODE).~~

### **Section X.11 — Fire Life Safety**

~~Warehouse Workers may perform duties supporting fire-life safety functions, including delivery, movement, staging, and routing of extinguishers, hoses, cabinets, and related safety equipment.~~

~~Only trained and certified employees may perform servicing, installation, or fusible link replacement.~~

~~These duties shall align with Cal/OSHA, NFPA, Fire Department guidance, and Risk Management protocols.~~

~~The District believes this to be a function of the Civil Service Commission.~~

Tentative Agreement 3/17/2026

New Article: Warehouse Workers

Initial Proposal SEIU 1021 to SFUSDDate: 1/13/2026

Time: \_\_\_\_: \_\_\_\_ AM

**Section X.12 — Training and Professional Development**

**~~Licensing and Certifications~~**

~~The District shall provide paid time and cover all necessary expenses to attend training and testing for all required certifications, including forklift and lift operation, pallet-jack operation, hazardous-materials handling, fire-life safety servicing, and warehouse storage safety for all interested employees in the work unit.~~

**The District and Union will follow Article 10 as it relates to Career Development.**

**~~Promotional Examinations on Work Time~~**

~~Employees shall be permitted to participate in Civil Service promotional examinations during scheduled work hours without loss of pay.~~

**~~Internship and Apprenticeship Programs~~**

~~The District shall seek opportunities to create hiring and promotional pathways through internship and apprenticeship programs. Interns and apprentices shall not replace or reduce bargaining unit member duties or hours.~~

**Section X.13 — Care of Equipment**

~~Employees shall exercise reasonable care in the operation of District equipment and shall report any malfunction, safety concern, or maintenance need to the Warehouse Lead or supervisor.~~

~~The District is responsible for maintenance, repair, and replacement of all warehouse equipment. Employees shall not be disciplined for equipment failure resulting from normal use, wear, or circumstances beyond their control.~~

**The District and Union will follow Article 26.2.4 as it relates to the use of the equipment.**

For SFUSD:

For SEIU Local 1021

 3/17/26

 3/17/26

Apolinar Quesada

Nato Green

