



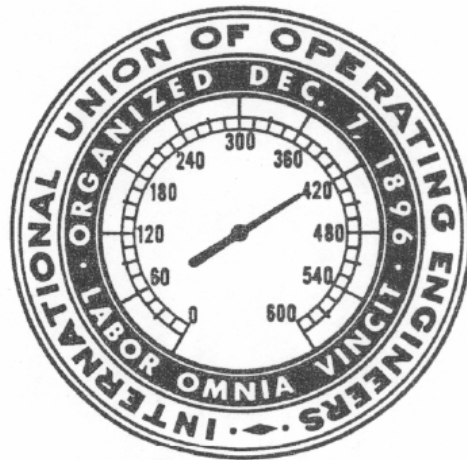
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

&

STATIONARY ENGINEERS LOCAL 39



EFFECTIVE AUGUST 28, 2008 – JUNE 30, 2010

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

&

STATIONARY ENGINEERS LOCAL 39

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ARTICLE I RECOGNITION

1 This Agreement is entered into by the San Francisco Community College District
2 (hereinafter referred to as "District") through its designated representative acting on
3 behalf of the Board of Trustees of the District and Stationary Engineers, Local 39
4 (hereinafter "Union" or "Local 39") in accordance with and pursuant to the Rules and
5 Regulations of the Public Employment Relations Board (PERB) of the State of
6 California, and the provisions of California Government Code, Sections 3540 through
7 3549.3, also known as the Educational Employment Relations Act (EERA).

8
9 The District acknowledges the Union as the sole and exclusive representative for the
10 bargaining unit of employees in the following Civil Service Commission Classifications:

- 11
- 12 7205 Chief Stationary Engineer
- 13 7333 Apprentice Stationary Engineer
- 14 7334 Stationary Engineer
- 15 7335 Senior Stationary Engineer
- 16

17 The terms and conditions of this Agreement shall also be automatically applicable to any
18 classification, which is accreted to the unit covered by this Agreement during its term.
19 Upon request of the Union, the District will meet with the Union in good faith concerning
20 proposed changes to bargaining units, with any dispute going to PERB for determination.
21 It is the intent of the parties signatory hereto that the provisions of this collective
22 bargaining agreement (hereafter "Agreement") shall not become binding until ratified by
23 the membership of the Local 39 unit and adopted by the Board by appropriate action.
24 Moreover, it is the intent of the Board of Trustees acting on behalf of the District in
25 signing this Agreement to agree to wages, hours, and other terms and conditions of
26 employment as are within the Board's jurisdiction, powers, and authority to act as defined
27 by state law, California Constitution and other applicable bodies of the law. Pursuant to
28 the EERA, the District's Board of Trustees hereby recognizes the Union as the sole and
29 exclusive representative of the craft unit consisting of employees in the classifications
30 enumerated above.

ARTICLE II MANAGEMENT RIGHTS

1 Except to the extent that there is contained in this Agreement any express and specific
2 provision to the contrary, all of the authority, power, rights, jurisdiction, and
3 responsibility of the District are retained by and reserved exclusively to the District,
4 including but not limited to the right: to direct employees; to hire, promote, transfer,
5 assign and retain employees within the bargaining unit; to suspend and discharge
6 employees for just cause; to relieve employees from duties because of lack of work or
7 funds; to maintain the efficiency of the operations; and to determine the methods, means,
8 processes and personnel by which such operations are to be conducted.

9
10 The District has the right to promulgate reasonable rules and regulations pertaining to the
11 employees covered by this Agreement so long as these rules and regulations or any of the
12 other rights in this Article do not conflict with any term or condition of this Agreement,
13 or applicable public law.

1 **A. Agency Shop**

2
3 All unit members shall, as a condition of both initial and continued employment,
4 for the duration of this Agreement do the following:

5
6 * Become a member of Local 39, or

7
8 * Pay an agency service fee to the union in lieu of membership, or

9
10 * Claim religious exemption as a member of a bona fide religion, body or
11 sect, which has historically held conscientious objections to joining or
12 financially supporting a public employee organization, as provided in
13 Section 3546.3 of the Government Code (EERA).

14
15 The Union, at its option, may elect to waive its right to demand termination and
16 instead utilize judicial process to compel payment. In the event the Union requests
17 termination, the Union shall furnish to the District the following:

18
19 * Proof by the Union that the employee was notified in writing that the
20 employee is required, as a condition of continued employment, to pay and
21 continue to pay such fees; that the fees required are delinquent; and, that
22 unless such amounts are tendered within ten (10) calendar days, the
23 employee will be reported to the District for commencement of
24 termination proceedings in accordance with law and this Agreement.

25
26 * Proof that the ten- (10) day period has elapsed.

27
28 * Notice and Demand to the District to immediately commence
29 termination proceedings, attaching all pertinent documentation listed
30 above.

31
32 **B. Payroll Deduction**

33 1. The District will deduct from the pay of Local 39 members and pay to Local
34 39 the normal and regular bi-weekly Union membership dues, initiation fees,
35 assessments, and or service fees voluntarily authorized in writing by the
36 employee on the Payroll Deduction Authorization Form, subject to the
37 following conditions:

38
39 a. The District agrees to make such deductions for all employees within the
40 recognized unit who have signed deduction forms.

41
42 b. Such deductions shall be made only upon the submission of the Payroll
43 Deduction Authorization Form and a duly executed and revocable
44 authorization by the employee.

45 c. Such deductions shall remain in effect until cancelled by the Local 39
46 member or until the member leaves the District. Employees covered by

1 this Agreement shall, for the administrative convenience of the parties, be
2 permitted to revoke an authorization for the deduction of Union dues only
3 during the month of January of any year. Any request for such revocation
4 shall be delivered in person to the Classified Payroll Office or may be
5 sent by U.S. Mail to the Classified Payroll Office, 33 Gough Street, San
6 Francisco, CA 94103. (The District will deliver a copy of any revocation
7 notice to the Union not later than March 1.)
8

9 2. Local 39 and the District agree:

- 10
11 a. Effective with the first complete pay period worked by an employee
12 newly employed in a classification described and each pay period
13 thereafter, the District shall make above membership dues or service fee
14 deductions, as appropriate, from the regular payroll warrant of each such
15 employee.
16
17 b. Nine (9) working days following payday, the District will promptly pay
18 over to the Union all sums withheld for membership or service fees. The
19 District shall also provide with each payment a list of employees paying
20 service fees. All such lists shall contain the employees' names,
21 employees' numbers, classifications, and the amounts deducted. A list of
22 all employees in represented classes shall be provided to the Union
23 monthly.
24
25 c. Nothing in this section shall be deemed to have altered the District's
26 current obligation to make insurance program or political action
27 deductions when requested by the employee.
28

29 **C. General Conditions**

- 30 1. Local 39 and the District have agreed that the Union shall provide the
31 District upon request, a current statement of fees and shall provide updates
32 upon the Union's modification of fees. Such statement of fees shall be
33 amended as necessary. The District may take up to 30 days from the date of
34 receipt of the amended statement of fees to implement such changes. The
35 District shall make required payroll deductions for all employees in the Local
36 39 bargaining unit, payable to Local 39, at the notification of either the Local
37 39 or by the District's Payroll processing forms.
38
39 a. The District and Local 39 agree that each party will mutually cooperate
40 in ensuring that all provisions of this Article are implemented in a timely
41 and comprehensive manner by District and Local 39.
42
43 b. For every employee in a class which is covered by the Agency Shop
44 provision, the District shall be responsible for beginning dues/service fee
45 collection for new employees, or continuing Local 39 dues/service fee
46 collection for transferring employees. The District shall also provide an

1 electronic list, preferably in Excel Format, each pay period to Local 39,
2 of all additions and deletions to the bargaining unit during that pay
3 period, including name, classification, Social Security Number, full
4 address, and work location.

- 5
- 6 c. Local 39 shall handle, process and coordinate all ongoing paperwork,
7 transactions, corrections, lists and other matters associated with
8 maintaining implementation of Agency fees. There shall be no
9 involvement of District staff in such activities except as specifically
10 enumerated herein.
- 11
- 12 d. If an individual employee becomes delinquent in paying Agency Shop
13 fees because District has inadvertently erred in initiation of an
14 employee's fees, District shall not be responsible for paying such
15 employee's back fees.
- 16
- 17 e. Local 39 agrees it shall indemnify and hold the District harmless from
18 any loss, damage or liability arising from any and all claims, demands,
19 lawsuits, or any other actions arising from any implementation or
20 compliance with this Article, or from any document, certification or
21 authorization furnished under this Article by Local 39.
- 22

23 2. Definition of Service Fee

- 24
- 25 a. The amount of the fair share service fee shall not exceed the dues that are
26 payable by members of the employee organization, and shall cover the
27 cost of negotiation, contract administration, and other activities of the
28 employee organization that are germane to its functions as the exclusive
29 bargaining representative. Upon notification to the employer by the
30 exclusive representative, the amount of the fee shall be deducted by the
31 employer from the wages or salary of the employee and paid to the
32 employee organization.
- 33
- 34 b. The costs covered by the fee under this section may include, but shall not
35 necessarily be limited to, the cost of lobbying activities designed to foster
36 collective bargaining negotiations and contract administration, or to
37 secure for the represented employees advantages in wages, hours, and
38 other conditions of employment in addition to those secured through
39 meeting and negotiating with the Employer.
- 40

41 3. Financial Reporting

42

43 Annually, Local 39 Union will provide an explanation of the fee and
44 sufficient financial information to enable the service fee payer to gauge the
45 appropriateness of the fee. Local 39 Union will provide a reasonably prompt
46 opportunity to challenge the amount of the fee before an impartial decision-

1 maker not chosen by Local 39, and will make provision for an escrow
2 account to hold amounts reasonably in dispute while challenges are pending.
3

ARTICLE IV UNION RIGHTS

1 **A. Bulletin Boards**

2 Upon request of Local 39, the District shall provide reasonable space on a bulletin
3 board for use by Local 39 to communicate with its represented employees. All
4 materials must be identifiable as official Local 39 materials. Space and time limits
5 shall be mutually agreed upon where necessary. Materials improperly identified
6 or posted may be removed.

7
8 **B. Stewards**

9 Local 39 shall furnish the District with an accurate written list of stewards. Local
10 39 may submit amendments to this list at any time. If Local 39 does not officially
11 designate a steward in writing, none will be recognized for that area or shift. The
12 obligation of a shop steward is to communicate any workplace condition back to
13 the Business Representative.

ARTICLE V SENIORITY

1 The parties agree that there shall be two types of seniority recognized for departmental
2 operating purposes:

- 3
4 1. District Seniority: The date of commencement of continuous District
5 service.
- 6
7 2. Classification Seniority: The date of certification from a Eligible List to a
8 permanent position. Temporary seniority shall not be considered.
- 9

10 In the event that two or more employees' seniority begins on the same date, seniority
11 shall be determined in accordance with Civil Service Rules.

12
13 Seniority shall not be affected or reduced by periods of authorized leave of absence or
14 authorized reduction in work schedules.

15
16 Seniority shall be used in the filling of permanent vacancies (bidding of shifts), provided
17 that bidders must have the necessary certification(s) and/or license(s):

- 18
19 1. The bidding of shifts includes work location, hours of watch and regular
20 days off.
- 21
22 2. All permanent shift openings shall be posted for seven (7) days. New
23 appointees will be assigned to the "no interest" positions. Provisional and
24 as-needed employees do not have bidding rights.

1 **A. Definition of Discipline**

2
3
4
5

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

6 **B. Application**

7
8
9

The provisions of this Article shall apply to permanent employees who are members of the bargaining unit as provided herein.

10
11
12
13

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

14 **C. Causes for Discipline**

15
16
17

Covered employees may be disciplined for cause. Reasonable cause will include but is not limited to circumstances such as the following:

18
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44

1. Violation of any written or existing 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;
3. Failure to maintain licenses or certificates required by law, District requirements, or job description;
4. Immoral or unprofessional conduct;
5. Dishonesty;
6. Conviction of a felony or of any crime involving moral turpitude;
7. Being under the influence of, or using, alcohol or controlled substances while on duty;
8. Physical or mental incapacity to perform adequately on the job;
9. Excessive absences and/or tardiness;
10. Inexcusable absence without leave;
11. Insubordination; or
12. Misuse of District property.

1 **D. Progressive Discipline**

2 Progressive discipline shall be utilized in all cases except when the conduct involved
3 is of such a nature that progressive discipline normally would not result in correcting
4 the conduct or the conduct is of such a nature that immediate or more severe action
5 is warranted. The sequence of progressive discipline, in appropriate circumstances,
6 shall consist of oral warning/reprimand, written warning/reprimand, suspension, and
7 dismissal.
8

9 Consistent with applicable law, a unit member may be represented, upon request, at
10 any disciplinary meeting or hearing.
11

12 **E. Types of Discipline**

13
14 1. Oral Warnings/Reprimands
15

16 An oral warning/reprimand is an oral notification that an employee's performance
17 and/or behavior must be improved. An employee who disagrees with the oral
18 warning/reprimand may request a conference with his/her supervisor to discuss
19 the performance and/or behavior issues, which are the subject of the oral
20 warning/reprimand.
21

22 2. Written Warnings/Reprimands
23

24 A supervisor may for cause issue and deliver a written warning/reprimand for
25 employee acts or omissions at any time. Employees shall be furnished one copy of
26 the written warning/reprimand at the time the material is placed in the employee's
27 personnel file. The employee may, within thirty- (30) calendar days, respond to
28 such material. Any response will be placed in the personnel file with the original
29 document.
30

31 3. Suspension for Cause
32

33 a. The Director of Human Resources, or designee, may for any reason place an
34 employee on administrative leave with pay. The suspension document shall
35 include reporting restrictions if any that the employee must adhere to.
36

37 b. The Director of Human Resources, or designee, may for just cause suspend
38 an employee without pay for a period not to exceed thirty (30) calendar days
39 upon (i) notification to the employee in writing of the reasons for such
40 proposed suspension; and (ii) completion of the Skelly process described
41 below. Written notice of the proposed suspension shall be served in person or
42 by registered or certified mail to the employee at his/her last known address.
43 A copy of this notification shall be mailed to Local 39 at the same time,
44 unless the employee has previously requested otherwise.

1 c. Such proposed suspension shall be based upon specific charge(s), shall be in
2 writing and shall include: the reasons for the proposed suspension, the right
3 to a Skelly hearing, the right to be represented by a person of his/her choice,
4 and shall have attached supporting documentation and pertinent rules or
5 regulations cited that supervision relies upon in the intent to impose such
6 discipline.

7
8 4. Dismissal for Cause

9
10 a. Dismissal shall be exclusively processed and determined in accordance with
11 the following procedure.

12
13 b. An employee may be dismissed for cause at any time by the
14 Chancellor/Appointing Officer Designee, Director of Human Resources.
15 Written notice of the intent to dismiss shall be served in person or by
16 registered or certified mail to the employee at his/her last known address. A
17 copy of this notification shall be mailed to Local 39 at the same time, unless
18 the employee requests otherwise.

19
20 c. Such dismissal shall be based upon specific charge(s), shall be in writing and
21 shall include: the reasons for dismissal, the right to a Skelly hearing, the right
22 to be represented by a person of his/her choice, and shall have attached
23 supporting documentation and pertinent rules or regulations cited that
24 supervision relies upon in the intent to impose such discipline.

25
26 **F. Skelly Rights (Suspension and Dismissal Only)**

27
28 At the time the Chancellor/Appointing Officer Designee notifies the employee of the
29 District's intent to suspend or dismiss, the Chancellor/Appointing Officer Designee
30 shall schedule a Skelly rights hearing no less than ten (10) work days and no more
31 than fifteen (15) work days after the date of the notice and shall notify the employee
32 and Local 39 of the date, time and location of the hearing. The Skelly hearing may be
33 rescheduled by mutual agreement. The Chancellor/Appointing Officer Designee
34 conducting the hearing shall not be the same individual who issued the determination
35 to suspend. The final decision by the Chancellor/Appointing Officer Designee shall
36 be issued in writing within seven (7) workdays after the hearing.

37
38 **G. Suspensions**

39 Suspensions shall be final as to both District and employee and are not appealable;
40 *provided*, that nothing herein prohibits the parties from agreeing case by case to have
41 suspensions of more than 14 days heard by a board of adjustment consisting of two
42 representatives designated by management and two representatives designated by the
43 Union. If the parties agree in a given case to a board of adjustment and the board
44 deadlocks, the Chancellor or designee shall resolve the matter. The decision of the
45 Chancellor/designee shall be final as to both District and employee.

1 **H. Advisory Arbitration (Dismissal only)**

- 2 1. Within ten (10) workdays after receipt of the decision of the
3 Chancellor/Appointing Officer Designee, Local 39 may, by written notice to the
4 Director, Human Resources, submit an appeal on behalf of a dismissed
5 permanent employee challenging the dismissal to arbitration. Within ten (10)
6 workdays of the filing of said request, or such other time as the parties may
7 mutually agree, the Director, Human Resources, or his/her designee, and a
8 representative of Local 39 shall endeavor to reach agreement upon the
9 Arbitrator. If agreement is not reached within this time period, plus any
10 mutually-agreed upon extensions, the parties shall jointly submit to the
11 American Arbitration Association a request for the submission to
12 representatives of the parties of a list containing the names of seven (7)
13 arbitrators. Upon receipt of the list, the parties shall alternately strike names
14 from the list, and the name, which remains, shall be the designated arbitrator.
15 By mutual agreement, the AAA rules governing expedited arbitration may be
16 utilized.
- 17
- 18 2. The arbitrator shall conduct a hearing at which both parties may present
19 evidence, both documentary and testimonial. After concluding the hearing,
20 including the receipt of any post-hearing briefs, which the arbitrator shall
21 permit, the arbitrator shall prepare a written report listing the issue(s) to be
22 decided, as presented by the parties, the pertinent facts as found by the
23 arbitrator, the advisory recommendation and the resolution of the issue(s). This
24 report shall be transmitted to Local 39 and the Director, Human Resources.
- 25
- 26 3. The arbitrator shall have no power to add to, subtract from, alter or modify any
27 of the terms of this Agreement, rule on any matter involving a performance
28 evaluation or rule on the failure of the District to re-employ any exempt Civil
29 Service employee or a District determination to release a probationary
30 employee.
- 31
- 32 4. All expenses of the arbitrator, a certified reporter (if agreed necessary) shall be
33 borne equally by the parties. Each party shall bear the full costs for its
34 representation; all other costs or expenses shall be borne by the incurring party;
35 neither party shall be responsible for the expense of any witness called by the
36 other party except that, in the case of employees of the District, they shall be
37 compensated by the District for testimony during what would otherwise be
38 working time, subject to the arbitrator's ability to regulate the order, number and
39 presentation of witnesses.
- 40
- 41 5. The advisory recommendation of the arbitrator shall become final, and shall be
42 implemented by the parties unless, within fifteen (15) work days of receipt of
43 the arbitrator's report and advisory recommendation either the Director, Human
44 Resources or the Union shall have appealed in writing the arbitrator's report and
45 advisory recommendation to the Board. Any appeal submitted to the Board

ARTICLE VI DISCIPLINE

VI.H.5 – VI.H.7

- 1 pursuant to this section shall be in writing, and shall state with particularity the
- 2 issue(s) which the appealing party wishes the Board to consider.
- 3
- 4 6. The Board of Trustees may sustain, modify, or reject the advisory
- 5 recommendation of the arbitrator.
- 6
- 7 7. The decision of the Board of Trustees is final.

1 **A. Definition of Grievance**

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

11
12 **B. Definition of Grievant**

13 Local 39, any unit member, or any group of unit members having the same grievance.
14

15 **C. Definition of Workday**

16 A "workday," for purposes of this grievance procedure, is any day on which the
17 central administration office of the District is regularly open for business.
18

19 **D. Definition of Immediate Supervisor**

20 The first line District designated supervisor or manager, who has immediate
21 jurisdiction over the grievant.
22

23 **E. Time Limits**

- 24 1. Any grievant who fails to comply with the established time limits at any step
25 shall forfeit all rights to further application of this grievance procedure in regard
26 to that grievance.
27
28 2. District failure to respond within established time limits at any step entitles the
29 grievant to proceed to the next step of this procedure.
30
31 3. Time is of the essence in all processing of grievances.
32
33 4. Time limits and steps may be waived by mutual agreement between the Union
34 and the Director of Employee Relations.
35

36 **F. General Provisions**

- 37 1. Any alleged grievance, which occurs during the period between the termination
38 date of this Agreement and ratification date of any new agreement, shall be
39 processed under this Grievance Procedure.

1 2. The time and day of any meetings at any stage or level shall be by mutual
2 agreement between management, grievant, designee or Local designee.

3
4 3. Whenever any meeting is agreed to, or required, during the grievant's and/or
5 designee's regular working hours, he/she shall be excused, with pay, for this
6 purpose.

7
8 **G. Grievance Procedure**

9 1. STEP 1 - Immediate Supervisor

10
11 Informal/Oral - Within 20 workdays of the time a grievant knew or reasonably
12 should have known of the occurrence of an alleged grievance, the employee shall
13 discuss the alleged violation with his/her immediate supervisor. The immediate
14 supervisor shall orally respond to the grievance within seven (7) workdays.

15
16 2. STEP 2 - Next Higher Manager

17
18 In the event the grievant is not satisfied with the decision at the "Immediate
19 Supervisor" level, the decision may be appealed, in writing, within fifteen (15)
20 workdays of the receipt of the decision being rendered, to the appropriate
21 manager or designee having jurisdiction over the grievant. Any appeal shall
22 utilize the agreed-upon grievance form and shall include copies of all pertinent
23 documents. The manager or designee shall render a decision in writing within
24 fifteen (15) days of the post mark of the appeal.

25
26 3. STEP 3 - Chancellor/Appointing Officer Designee

27
28 If the grievant is not satisfied with the written decision at the "Next Higher
29 Manager" level, he/she may appeal the decision, in writing, to the
30 Chancellor/Appointing Officer Designee within ten (10) workdays of the post
31 mark of the decision. The grievant or Chancellor/Appointing Officer Designee
32 may request a personal resolution conference. Any such conference shall be by
33 mutual agreement and held within ten (10) workdays of the postmark of the
34 request. The Chancellor/Appointing Officer Designee shall render a decision in
35 writing within fifteen (15) workdays of the conference, or, where no conference is
36 held, within fifteen (15) workdays of the postmark of the appeal.

37
38 4. STEP 4 Arbitration

39
40 a. Appeal

41
42 Within twenty (20) workdays after postmark of the decision of the
43 Chancellor/Appointing Officer Designee, the Union may, with written
44 notice to the Director, Employee Relations, submit the grievance to
45 arbitration. Within ten (10) workdays of the postmark of said request, or
46 such other time as the parties may mutually agree, the Director, Employee

ARTICLE VII GRIEVANCE PROCEDURE VII.G.4.a – VII.G.4.f

1 Relations, or his/her designee, and a representative of Local 39 shall
2 endeavor to reach agreement upon the Arbitrator. If agreement is not
3 reached within this time period, plus any mutually-agreed upon
4 extensions, the parties shall jointly submit to the American Arbitration
5 Association a request for the submission to representatives of the parties
6 of a list containing the names of seven (7) Arbitrators. The parties may
7 agree to request a list from the California State Mediation and Conciliation
8 Service rather than the AAA. Upon receipt of the list, the parties shall
9 alternately strike names from the list, and the name, which remains, shall
10 be the designated arbitrator. Upon mutual agreement the AAA rules
11 governing expedited arbitration may be utilized.

12
13 b. Powers of the Arbitrator

14
15 It shall be the function of the arbitrator, and he/she is empowered except
16 as his/her powers are herein limited, after investigation and hearings, to
17 make a decision in cases of alleged violation of the specific articles and
18 sections of this Agreement. The arbitrator shall have no power to: add to,
19 subtract from, disregard, alter or modify any of the terms of this
20 Agreement; rule on any matter involving evaluation other than compliance
21 with procedure; rule on the failure to reemploy any exempt Civil Service
22 employee. The decision of the arbitrator shall be final and binding on all
23 parties subject to the Arbitration.

24
25 c. When any grievance is appealed to an arbitrator on which he/she has no
26 power to rule, or feels incapable due to external law to rule, it shall be
27 referred back to the parties without decision or recommendation on its
28 merits.

29
30 d. All expenses of the arbitrator, a certified reporter, and hearing room costs,
31 if any, shall be borne equally by the parties.

32
33 e. Each party shall bear the full costs for its representation; all other costs or
34 expenses shall be borne by the incurring party; neither party shall be
35 responsible for the expense of any witness called by the other party,
36 except that, in the case of employees of the District, they shall be
37 compensated by the District for testimony during what would otherwise be
38 working time, subject to the arbitrator's ability to regulate the order,
39 number and presentation of the witnesses.

40
41 f. Neither District nor grievant shall be permitted to assert any grounds or
42 evidence before the arbitrator which was not previously asserted or
43 disclosed, and requested to be ruled upon at the Chancellor level. The
44 arbitrator shall consider only those issues properly carried through all
45 previous steps as required within this Article.

ARTICLE VIII EMPLOYMENT CONDITIONS VIII.A – VIII.D.4

1 **A. No Strike**

2 It is mutually agreed and understood that during the period this Agreement is in force
3 and effect, Local 39 and covered employees will not authorize or engage in any
4 strike, slowdown, sympathy strike, or other work stoppage.
5

6 **B. No Lock-Out**

7 The District will not lock out covered employees during the period this Agreement is
8 in force and effect.
9

10 **C. Non-Discrimination**

- 11 1. The District and Local 39 agree not to discriminate against any employee on the
12 basis of race, color, ethnic group identification, national origin, creed, religion,
13 gender, age, marital status, handicapped conditions, physical disability, medical
14 conditions, political beliefs, political activities or affiliations pursuant to
15 Education Code 7057, sexual orientation, or status as a Vietnam era veteran.
16
17 2. Discrimination complaints pursuant to Section 1, above, shall be filed and
18 processed pursuant to the District's "Non-Discrimination Procedures."
19
20 3. Should changes or alterations be necessary due to Federal or State mandated
21 changes in regard to Affirmative Action or Equal Employment Opportunity
22 requirements and/or procedures, then the parties agree they shall, within fifteen
23 (15) work days subsequent to the notification of the necessity of such changes,
24 schedule a meeting for the purpose of negotiating such new terms or conditions as
25 required to bring this Article into compliance.
26

27 **D. Americans With Disabilities Act**

- 28 1. The parties agree that they are required to provide reasonable accommodations
29 for persons with disabilities in order to comply with the provisions of Federal
30 and State disability anti-discrimination statutes and the Fair Employment and
31 Housing Act. The parties further agree that this Agreement shall be interpreted,
32 administered and applied so as to respect the legal rights of the parties. The
33 District reserves the right to take any action necessary to comply therewith.
34
35 2. The District and Local 39 further agree that this Agreement will not be
36 interpreted, administered or applied in a manner inconsistent with said Act.
37
38 3. Upon written request by Local 39, the District shall provide statistical
39 information about the number of formal written accommodation requests and the
40 number of closed formal written accommodation requests.
41
42 4. Following a reasonable period of time after the employee has submitted the
43 information requested by the District for a reasonable accommodation, pursuant
44 to a formal written request, but not later than thirty (30) days, the District shall

ARTICLE VIII EMPLOYMENT CONDITIONS VIII.D.4 – VIII.G.3

1 provide a response to the employee's request, including either a final
2 determination on the request or information concerning the status of the request
3 for a reasonable accommodation.
4

- 5 5. In the event that an employee's formal written request for an accommodation is
6 denied and the employee chooses to file a complaint in accord with the District's
7 "Non-Discrimination Procedures," the employee may be accompanied by a
8 representative of his/her choosing.
9

10 **E. Probationary Period**

11 The probationary period for all employees new to the District shall be six (6) months
12 for all classifications.
13

14 **F. Travel Reimbursement Procedure**

15 The District shall reimburse employees for expenses related to approved travel on
16 District business, including mileage, lodging, food, and miscellaneous expenses in
17 accordance with the District's travel guidelines.
18

19 **G. Personnel Files**

- 20 1. There shall be one (1) official personnel file for each employee. Such file shall
21 be maintained in the Human Resources Office.
22
- 23 2. A unit member may inspect his/her personnel file (except those items
24 exempted by law from review), upon written notice and during normal District
25 business hours at such times he/she is not required to render service to the
26 District. A unit member may obtain copies of documents contained in his/her
27 personnel file. The District may charge ten (10) cents per page copied. A unit
28 member may, upon written authorization, designate a Union representative to
29 review the file. The member and Union agree to indemnify and hold the
30 District harmless for any loss or damage whatsoever arising from operation of
31 this subsection. The District agrees to be bound by applicable law concerning
32 privacy and confidentiality of such records and files. Access to the official
33 personnel file is limited to administrators and their designees, and authorized
34 classified and confidential staff. All reviews of personnel files shall be done in
35 the presence of a management representative.
36
- 37 3. The employee may request that information pertaining to a disciplinary action
38 be sealed after two (2) years from imposition, provided the employee has no
39 subsequent disciplinary action. The sealed material shall be available to the
40 Chancellor/Appointing Officer designee only on an as-needed basis (e.g. in the
41 event of a serious infraction that would subject an employee to termination). In
42 the event a sealed file is to be opened, the District will notify the employee and
43 allow the employee and his/her representative to be present.

ARTICLE VIII EMPLOYMENT CONDITIONS VIII.G.4 – VIII.J

- 1 4. Paragraph 3 shall not apply in the case of employees disciplined due to
2 misuse or destruction of public property; being under the influence of, or using, alcohol or controlled
3 property; being under the influence of, or using, alcohol or controlled
4 substances while on duty; threats or acts of violence; immoral or
5 unprofessional conduct; acts which would constitute a felony or misdemeanor
6 involving moral turpitude; acts which present an immediate danger to the
7 public health and safety.
8
- 9 5. With the approval of her/his supervisor, an employee may request that material
10 relevant to performance, commendations, training or other job related
11 documents, be included in the personnel file.
12

H. Layoffs

- 14 1. Any employee who is to be laid off due to the lack of work or funds shall be
15 notified, in writing, with as much advance notice as possible, normally not less
16 than thirty (30) calendar days, but in no case less than two weeks, prior to the
17 effective date of the layoff. This minimum advance notice of layoff shall not
18 apply should layoff in a shorter period be beyond the control of the District.
19 The Union shall receive copies of any layoff notice. The provisions of this
20 section shall not apply to “as needed” employees or employees hired for a
21 specific period of time or for the duration of a specific project or employees
22 who are bumped from their position.
23
- 24 2. The layoff and recall of District Civil Service employees shall be in accordance
25 with Civil Service rules and regulations in effect as of July 1, 2000, specifically
26 Civil Service Rule 121. Civil Service Rule 121 as it read July 1, 2000 is cited
27 for reference only and is not to be included as part of this Agreement for any
28 other purpose.
29

I. Contracting Out

31
32 The District agrees not to contract out services that bargaining unit members
33 traditionally perform without a meet and confer to discuss the impact.
34

J. Parking

35
36 Current employee parking practices at facilities operated by the District that have no
37 direct cost to the District will continue, subject to the District's operational needs.
38

ARTICLE IX HOURS

1 A. Normal Work Day And Work Week

2 1. The normal workweek of forty- (40) hours for employees in bargaining unit
3 classifications shall be forty- (40) hours. The forty- (40) hour work week shall
4 consist of five (5) consecutive days (Monday through Friday) encompassing
5 eight- (8) hours working time completed within not more than nine- (9) hours.

6
7 2. The District and Local 39 may mutually agree to establish work schedules that
8 vary from the normal workday for one or more employees.

9
10 3. The purpose of this Article is to define the normal workday and week. It is not to
11 be read as a guarantee of a particular number of hours of work or a particular
12 schedule of work.

13

14 B. Reduced Work Week

15 For the term of this Agreement, bargaining unit employees shall continue to enjoy
16 working a reduced workweek of 36 hours without a reduction in compensation,
17 retirement contributions, health service contributions, vacation accruals or sick leave
18 credits. To accomplish this, bargaining unit employees shall work only four hours on
19 Friday starting the beginning of their normal workday, or shall take one full day off
20 within each two-week pay period, as arranged with their supervisor.

1 **A. Schedules Of Compensation**

- 2 1. The salary schedule governing bargaining unit employees for the time period
3 July 1, 2007 through June 30, 2008 appears at Exhibit A.
4
5 2. The issue of wage adjustments for 2008/09 shall be addressed through reopener
6 negotiations in accordance with Article XVIII.
7

8 **B. Additional Compensation**

9 1. Call Back

10
11 An employee, who is called back to his/her work location following the
12 completion of his/her workday and departure from his/her place of employment,
13 shall be granted a minimum of four (4) hours compensation at the rate of 1 1/2
14 times the regular rate of compensation for that classification. The employee's
15 workday shall not be adjusted to avoid the payment of this minimum.
16

17 2. Acting Assignment Pay

18
19 An employee assigned in writing by the Chancellor/Appointing Officer (or
20 designee) to perform the normal day-to-day duties and responsibilities of a higher
21 classification of an authorized position, shall be compensated at the rate of the
22 higher classification if performing the duties of the promotive class for more than
23 five (5) days in a fifteen (15) day period. Acting assignment pay shall be
24 retroactive to the first (1st) day of the assignment.
25

26 3. Lead Worker Pay

27
28 Employees designated by their supervisor as lead workers shall be entitled to a
29 \$10.00 per day premium when required to plan, design, sketch, layout, detail,
30 estimate, order material or take the lead on any job when at least two employees
31 in the same class are assigned. Employees are not eligible to receive both Lead
32 Worker Pay and Acting Assignment Pay.
33

34 4. Standby Pay

35
36 Employees who, as part of the duties of their positions are assigned by the District
37 to standby when normally off duty to be instantly available on call for immediate
38 emergency service for the performance of their regular duties, shall be paid the
39 Federal Minimum Wage per hour for the period of such standby service. During
40 the standby period, employees are relieved from duty and such hours are not to be
41 considered hours worked under the FLSA. The issuance of an electronic paging
42 device does not in itself constitute eligibility for standby pay. When such
43 employees are called on to perform their regular duties in emergencies during the
44 period of such standby service, they shall be paid while engaged in such
45 emergency service the usual rate of pay for such service as provided herein.

1 5. Union Proposal for Multiple License Requirement Premium Pay
2

3 The Union’s proposal for Multiple License Requirement Premium Pay shall be
4 subject to reopeners pursuant to Article XVIII.C.
5

6 6. Longevity Pay
7

8 Employees shall receive an additional 2.5% of base wages at 10 years of District
9 service. Employees shall receive an additional 2.5% at 20 years of District
10 service.
11

12 **C. Overtime**

13
14 1. Definitions
15

16 a. Overtime
17

18 Overtime is defined to mean hours worked either in excess of an eight- (8) hour
19 day or a forty- (40) hour workweek.
20

21 b. Hours Worked
22

23 Absence from duty because of leave with pay shall be considered as time worked
24 in computing a work day/week for overtime purposes.
25

26 2. Assignment of Overtime
27

28 a. The appropriate administrator or his/her designee may require employees to
29 work longer than the normal workday or longer than the normal workweek.
30 Advance approval is required for all overtime work. To the extent possible,
31 the appropriate administrator or designee shall give as much notice as
32 possible of available overtime to be worked.
33

34 b. Overtime assignments shall be made on a classification-by-classification
35 basis based on the needs of the District. Overtime shall be equability
36 distributed on a voluntary rotational basis within the work unit starting with
37 the employee with the most District seniority. The evaluation of District
38 need shall be a management determination, and shall not be arrived at in an
39 arbitrary manner.
40

41 c. Overtime and/or compensatory time must be reported to the District’s
42 Classified Payroll Section on the appropriate District forms.
43

44 d. Failure to report the compensatory time used by the end of that particular
45 pay period (i.e., the pay period in which the compensatory time is used) may
46 result in the absence being recorded as personal leave without pay.

1 3. Break Period For Overtime
2

3 Employees working overtime at the end of their regular shift may request, and the
4 District shall not unreasonably deny, an unpaid break period of up to thirty- (30)
5 minutes before the commencement of the overtime period. When employees work
6 more than four (4) hours of overtime at the end of their regular shift, the District
7 shall grant a paid break period of up to thirty-(30) minutes prior to assigning
8 further overtime.
9

10 4. Overtime Compensation Rate
11

- 12 a. Overtime shall be compensated at the rate of one-and-one-half times the
13 base hourly rate, which may include a night differential.
- 14
- 15 b. Overtime shall be paid by check; however, the employee may choose
16 compensatory time in lieu of a cash payment, as provided in the Section
17 below.
18

19 5. Compensatory Time
20

- 21 a. Employees subject to the provisions of the Fair Labor Standards Act who
22 are required or suffered to work overtime shall be paid in accordance with
23 the provisions of the Section above, unless the employee chooses that, in
24 lieu of paid overtime, he/she shall be compensated with compensatory time
25 off.
26
- 27 b. Compensatory time shall be earned at the rate of time and one-half.
28
- 29 c. Employees shall not accumulate a balance of compensatory time earned in
30 excess of 320 hours, calculated at the rate of time and one-half.
31
- 32 d. Employees shall be allowed to take any accrued compensatory time upon
33 request to their supervisor. Requests for use of accrued compensatory time
34 off shall not be unreasonably denied.
35

36 6. Pay-out of Compensatory Time at Termination of Employment
37

38 Any compensatory time earned but not used at the time of an employee's
39 termination of employment shall be paid in accordance with the requirements of
40 the Fair Labor Standards Act.
41

42 7. Night Duty Overtime
43

44 Bargaining unit employees who work overtime between the hours of 4 p.m. and 7
45 a.m. shall be entitled to a shift differential of eight percent (8%) over and above
46 the overtime compensation rate of one and one-half times the base hourly rate.

1 **A. Designated Holidays**

2
3 For the efficient operation of the District, classified employees shall observe
4 holidays the same days, which are District holidays. The following is a list of
5 current holidays for all eligible District classified employees.

- 6 * Independence Day Observed
- 7 * Labor Day
- 8 * Veterans' Day Observed
- 9 * Thanksgiving Day
- 10 * "Day after Thanksgiving"
- 11 * Christmas Day Observed
- 12 * New Year's Day Observed
- 13 * Dr. Martin Luther King Jr.'s Birthday Observed
- 14 * Lincoln's Birthday Observed
- 15 * Washington's Birthday Observed
- 16 * Cesar Chavez Day
- 17 * Memorial Day
- 18 * Three Floating Holidays

19
20 If any Holiday falls on a Saturday, the preceding Friday shall be observed as the
21 holiday. If any Holiday falls on a Sunday, the Monday following shall be
22 observed as the holiday.

23
24 **B. Floating Holidays**

- 25
26 1. Subject to the approval of the appropriate administrator or his/her
27 designee, floating holidays shall be scheduled by mutual agreement of the
28 employee and his/her supervisor whenever possible. In the event of a
29 conflict where two or more employees in the same classification or
30 performing the same function desire the same floating holidays, the
31 supervisor shall make every effort to grant the preference of the more
32 senior employee, after taking into account the needs of the District. The
33 District shall not arbitrarily change existing floating holiday practices.
34 Any changes in floating holiday schedules shall require prior notice to the
35 affected employees. Employees must complete six months of continuous
36 service (District/City) before becoming eligible for Floating Holidays.
37 Floating Holidays may not be taken in hourly increments. No
38 compensation of any kind shall be earned or granted for floating holidays
39 not taken off.

- 1 2. Employees who have established initial eligibility for, but have not used,
2 one or more floating holidays shall be entitled, upon request, to take those
3 days off before they separate from District employment.

4
5

C. Additional Days Off

6
7
8
9

- 1. Bargaining unit employees shall be granted, as paid days off, the days between Christmas Day and New Years Day.

- 2. Bargaining unit employees shall be granted an additional five (5) paid days off during spring break.

12
13

D. Holiday Compensation For Time Worked

14 Employees required by an administrator or his/her designee to work on any of the
15 above-specified holidays, excepting floating holidays, shall be paid extra
16 compensation at the rate of time and one-half (1-1/2 times) the usual rate of pay
17 for all regularly scheduled hours worked; provided, however, that at an
18 employee's request and with the approval of the administrator or his/her designee,
19 an employee may be granted compensatory time off in lieu of paid overtime at the
20 rate of time and one-half (1-1/2 times). A holiday is calculated based upon an
21 eight- (8) hour day.

22
23

E. Fair Labor Standards Act

24 If this Agreement fails to afford employees the overtime or compensatory time off
25 benefits to which they are entitled under the Fair Labor Standards Act, the parties
26 agree, upon request of either party, to meet for the purpose of arriving at an
27 agreeable resolution to the invalidated or statutorily changed area, and/or to
28 negotiate such new terms or conditions required to correct the existing practice.

1 **A. Time Off for Voting**

2 If an employee does not have sufficient time to vote outside of working hours, the
3 employee may request a reasonable amount of paid time off as will allow time to
4 vote, in accordance with the State Election Code.
5

6 **B. Leaves of Absence**

7 Unpaid leaves of absence, including family medical leave shall be granted in
8 accordance with Civil Service Rule 120 (as modified January 16 and August 6,
9 2007) and the appropriate laws.
10

11 Paid leaves of absence, including sick leave, holidays, vacation, jury duty, witness
12 leave, personal leave, family medical leave, etc., shall be granted in accordance
13 with Civil Service Rule 120 (as modified January 16 and August 6, 2007). The
14 following exceptions to Rule 120, as modified, shall apply:
15

- 16 1. Jury Duty: Bargaining unit employees regularly assigned to work a shift
17 other than the day shift shall be entitled to paid leave on those days they
18 serve on a jury or as a witness on behalf of the District.
19
- 20 2. Vacation: Vacation leave shall be in accordance with Civil Service Rule
21 120.36 and Chapter, 16 San Francisco Administrative Code, §§16.10 -
22 16.16. Maximum vacation accrual shall be 480 hours. Vacation allowance
23 in excess of 480 hours will be tracked and may be used by employees but
24 will not vest and will not be cashed out upon separation from District
25 service.
26
- 27 3. Sick Leave: The sick leave accrual limit, excluding "vested and unused
28 accumulated sick leave with pay credits," shall be 1,120 hours.
29
- 30 4. Pilot Wellness Incentive Program
31
- 32 a. The district hereby establishes a pilot "wellness incentive
33 program" to promote workforce attendance.
34
- 35 b. Effective July 1, 2005, any full-time employee leaving the
36 employment of the District upon service or disability retirement
37 may receive payment of a portion of accrued sick leave credits at
38 the time of separation.
39
- 40 c. The amount of this payment shall be equal to two-and-one-half
41 percent (2.5%) of accrued sick leave credits at the time of
42 separation times the number of whole years of continuous
43 employment times an employee's salary rate, exclusive of
44 premiums or supplements, at the time of separation. Vested sick

1 leave credits, as set forth under Civil Service Commission Rules,
2 shall not be included in this computation.

3
4 d. Example of Calculation:

5
6 Employee A retires with 20 years of service.

7 Employee A has a sick leave balance of 500 hours.

8 Employee A has a base salary rate of \$25.00 per hour at the time of
9 separation.

10 Wellness Incentive = 2.5% for each year of service x 20 years of
11 service = 50%

12 50% x 500 hours = 250 hours.

13 250 hours x \$25.00 (base salary at time of separation) = \$6,250.00

14
15 e. The number of hours for which an employee may receive cash
16 payments shall not exceed five hundred and twenty (520) hours;
17 provided, that the number of hours for which an employee may
18 receive cash payment may exceed 520 hours by the number of
19 their vested sick leave hours, up to an absolute maximum of 1,040
20 hours.

21
22 f. A wellness incentive bonus payment shall not be considered as
23 part of an employee's compensation for the purpose of computing
24 retirement benefits.

25
26 5. Bereavement Leave

27
28 a. Bereavement leave pursuant to Civil Service Rule 120.7.3 shall
29 not be charged against sick leave in connection with absence
30 because of the death of the employee's spouse or domestic
31 partner, parents, step parents, grandparents, grandchildren,
32 parents-in-law or parents of a domestic partner, sibling, child, step
33 child, adopted child, a child for whom the employee has parenting
34 responsibilities, aunt or uncle, legal guardian, or any person who
35 is permanently residing in the household of the employee.

36
37 b. Bereavement leave pursuant to Civil Service Rule 120.7.3 shall be
38 charged against sick leave in connection with absence because of
39 the death of any other person to whom the employee may be
40 reasonably deemed to owe respect.

41
42 6. Parental Release Time

43
44 Represented employees shall be granted paid release time to attend parent-
45 teacher conferences of four (4) hours per fiscal year (for children in

1 kindergarten or grades 1 to 12). In addition, subject to approval by his or
2 her supervisor, an employee may use vacation, floating holiday hours, or
3 compensatory time off to attend parent-teacher conferences.
4 Documentation of the parent-teacher conference must be submitted to the
5 appropriate Administrator or his/her designee prior to the granting of the
6 paid time off.

1 **A. State Disability Insurance**

2 Unit members have opted for private disability insurance in lieu of the State
3 Disability Insurance Program. Such private disability insurance includes short and
4 long term disability insurance benefits and paid family leave benefits. Short term
5 disability and paid family leave benefits are provided through the District and are
6 administered by Innovative Care Systems. Long term disability is provided through
7 the Principal Financial Group with terms and conditions as described in benefit plan
8 literature provided. All premium costs for such plan shall be paid by employees. The
9 parties may, by mutual agreement, reopen this provision of the Agreement, which
10 neither party shall unreasonably withhold.

11
12 **B. Insurance Benefits/Premiums**

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

- 16
17 1. During the term of this agreement the District shall pay up to a total of \$225.00
18 per month per represented employee only for employees who elect dependent
19 coverage (for categories "employee plus one" and "employee plus two/family").
20
- 21 2. The District shall establish a health benefits supplemental fund for unit
22 employees, to operate upon adoption of this Agreement by the Board. This fund
23 shall exist only for the 2007-2009 Fiscal Years and shall be drawn from savings
24 created by the salary structure for Fiscal Year 2006-2007 and shall not be
25 extended absent mutual agreement of the parties.
26
- 27 3. For 2007/2008 the District reimburses (a) "medically single" employees, i.e,
28 benefited employees not receiving the contribution paid by the District for
29 dependent health care benefits, all of the premium for the employee's own
30 health care benefit coverage for the health plan in which the employee is
31 enrolled on the date the Board adopts the Agreement up to a maximum
32 reimbursement of \$204.84 per semester; (b) unit members in the employee plus
33 one dependent category for the difference between the current maximum pick-
34 up level (\$225 per month) and the contributions for the employee plus one
35 dependent category in the health plan in which the employee is enrolled on the
36 date the Board adopts the Agreement up to a maximum reimbursement of
37 \$1,123.55 per semester; and (c) unit members in the employee plus two
38 dependents category for the difference between the current maximum pick-up
39 level (\$225 per month) and the contributions for the employee plus two
40 dependent category in the health plan in which the employee is enrolled on the
41 date the Board adopts the Agreement, up to a maximum reimbursement of
42 \$2,018.34 per semester.
43
- 44 4. Effective July 1, 2008, the parties modified the maximum payments for
45 2008/2009 for "medically single" employees, employees with one dependent,

1 and employees in the “employee plus 2 or more dependent” category, to
2 conform with the rates set by the Health Service System for the 2008/2009 plan
3 year.
4

5 5. For fiscal year 2008/09, the structure for payment of insurance
6 benefits/premiums and the health benefits supplemental fund shall be subject to
7 reopeners pursuant to Article XVIII.
8

9 6. For fiscal year 2009/10, the District shall modify the maximum payments for for
10 “medically single” employees, employees with one dependent, and employees
11 in the “employee plus 2 or more dependent” category, to conform with the rates
12 set by the Health Service System for the 2009/2010 plan year.
13

14 **C. Prescription Drug Plan**

15 Full-time classified employees and their eligible dependents with District-provided
16 Health Service System health plans shall be eligible for the District-provided Drug
17 Plan. Employees and their eligible dependents shall first obtain prescriptions through
18 such plans. The District shall reimburse the employee or eligible dependent co-
19 payment, if any. Employee dependents who are not participating in a District-
20 provided Health Service System health plan shall not be eligible for benefits under
21 the District-provided Drug Plan. The parties shall reopen this provision for fiscal year
22 2008/09 to assess reimbursement levels for prescription co-pays, pursuant to Article
23 XVIII.
24

25 **D. Life Insurance**

- 26 1. The District shall provide, in accordance with carrier requirements, life
27 insurance coverage to permanent full-time and permanent part-time employees.
28
29 2. Effective upon ratification of this Agreement, subject to carrier requirements,
30 the face value of the life insurance policy shall be \$50,000.
31

32 **E. Dental/Orthodontia**

33
34 The District shall provide, in accordance with carrier requirements, dental and
35 orthodontia coverage to permanent full-time and permanent part-time employees and
36 their eligible dependents as follows:
37

- 38 1. Dental Insurance: General, Per Year \$3,000
39
40 2. Lifetime Orthodontia: \$2,000
41

42 **F. Benefits While on Unpaid Leave of Absence**

43 The District will discontinue payment of any and all contributions for employee
44 health and dental benefits for those employees who remain on unpaid leave status in

1 excess of twelve (12) continuous weeks, with the exception of approved sick leave,
2 workers' compensation leave, family care leave, or mandatory administrative leave.
3 Affected employees must make arrangements with the District Business Office for
4 payment of benefit premiums within twenty (20) working days following notice of
5 approval of leave. Members not making such arrangements within twenty (20)
6 working days following notice of approval of leave shall have coverage rescinded
7 until they return from leave.

ARTICLE XIV RETIREMENT

1 The parties agree to continue to participate in the San Francisco Employees Retirement
2 System. (Hereafter known as SFERS).

3

4

5 Effective August 26, 2006, unit employees received a base wage increase of seven
6 percent (7.0%) in exchange for their agreement to pay the seven and a half percent
7 (7.5%) employee retirement contribution amount; and pay their own employee retirement
8 contribution in an amount equal to seven and one-half percent (7.5%) of covered gross
9 salary. For employees who became members of SFERS prior to November 2, 1976
10 (Charter Section A8.509 Miscellaneous Plan), the District shall pick up the remaining
11 one-half percent (0.5%) of the total eight percent (8.0%) employee retirement
12 contribution.

ARTICLE XV TRAINING, CAREER DEVELOPMENT & INCENTIVES
XV.A – XV.D.3

1 **A. Required Educational Programs**

2 Represented employees shall be on paid status when required to attend
3 educational programs scheduled during their normal working hours.

4
5 **B. Pre-Retirement Planning Seminar**

6 Where their attendance does not conflict with maintaining necessary operations,
7 unit members are encouraged to attend classified employee workshops during the
8 District's Professional Development Days. The unit member's supervisor must
9 approve such attendance in advance. The District will attempt to schedule
10 representatives from SFERS to present a pre-retirement planning seminar during
11 these days.

12
13 **C. Staff Development**

14 Unit members may apply for AB 1725 grant funds through the District's Office of
15 Professional Development.

16
17 **D. Enrollment Fee Waiver**

18 To improve staff development opportunities, the District will waive enrollment
19 fees for eligible classified employees who enroll in District credit courses,
20 provided that (1) course meeting dates/times shall not conflict with work
21 schedules, and (2) enrollment shall be on a space available basis. Waiver of fees
22 shall be limited to enrollment fees, telephone registration fees, and health fees for
23 up to fifteen (15) units per fiscal year. Waiver of fees shall not include Non-
24 resident/International Student Tuition.

- 25
26 1. This program is not a guarantee of enrollment in a class; employees who
27 wish to enroll in a course must follow normal District processes regarding
28 admission and enrollment.
29
30 2. Eligible classified employees may borrow textbooks for District
31 coursework at no cost from the Bookstore, provided that they complete the
32 "City College of San Francisco Classified Book Loan Program" form and
33 comply with all of the requirements set forth in that form.
34
35 3. Employees who wish to avail themselves of this program must complete
36 and submit the District's Enrollment Fee Waiver Program Form prior to or
37 at the time of registration. Enrollment Fee Waiver Program Forms
38 submitted after registration will not be honored.
39

ARTICLE XV TRAINING, CAREER DEVELOPMENT & INCENTIVES

XV.E – XV.E.2

1 **E. Apprentice Training Fund**

- 2 1. Consistent with the established joint apprenticeship-training program between
3 the City and County of San Francisco and Stationary Engineers Local 39, the
4 District shall make an annual contribution to the Local 39 Apprenticeship
5 Training Fund to provide a training program for journey-level members who
6 wish to improve their skills as well as apprentices entering the apprenticeship
7 program.
8
- 9 2. The annual payments shall be made in January, of each year of this
10 Agreement by the District in the amount of \$500.00 for each person
11 represented by the Union employed on a full time, paid status by the District
12 on December 31 of each year covered by this Agreement

1 **A. Work Environment**

2 1. District Responsibility

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The District acknowledges its responsibility to provide safe, healthful work environments for employees. The District agrees it shall maintain and comply with all safety requirements, including requirements for District-provided medical examinations, as determined by applicable law, including regulations of the California Occupational Safety and Health Act (Cal-OSHA).

10 2. Employee Rights and Responsibilities

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a. Employees acknowledge their responsibility to assist the District in providing a safe, healthful work environment. Each employee agrees to report (upon discovery), in writing if possible, any alleged unsafe condition in his/her work environment to his/her immediate supervisor.

b. No employee shall suffer adverse action by reason of his/her refusal to perform hazardous or unsafe tasks or his/her refusal to enter unsafe or hazardous areas nor shall any employee be subject to discipline or retaliation for exercising any rights under this Article.

22 c. Appeal to Cal-OHSA

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When in the best judgment of the employee such conditions exist, the employee shall notify his/her immediate supervisor. If it is agreed that a task or area is hazardous, the employee shall be temporarily reassigned until the hazard is eliminated. If the supervisor does not agree that the task or area is hazardous, the Cal-OSHA representative shall be immediately called to render a final and binding decision. Local 39 shall be simultaneously notified and the employee shall be temporarily reassigned until the determination by Cal-OSHA is rendered.

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d. Where the District has determined such work is not hazardous or unsafe and where the District reasonably determines that there is an urgent need and justification to proceed with the work pending Cal-OSHA review, supervisors, managers, or outside contractors may be utilized to perform the work pending Cal-OSHA final determination. In the event that Cal-OSHA is abolished, then an agreed-upon third party shall be called in to replace the Cal-OSHA representative process.

40
41 **B. Work Clothing, Safety Clothing & Eye Protection**

42 The District shall continue existing practices regarding work clothing, protective
43 overalls, foul weather gear, safety clothing, and eye protection, including providing
44 the following items every twelve months:

- 1 * 4 pairs of pants and 4 shirts OR *4 pairs of overalls
- 2 * Safety work boots in compliance with Cal OSHA regulations
- 3 * Coveralls or protective clothing as deemed appropriate

4

5 In addition, all bargaining unit members will be provided foul weather gear consisting

6 of hat, coat, pants and boots when required to perform their normal work duties in the

7 rain. Upon request, the District shall provide prescription eye protection for

8 employees performing duties that require eye protection under Cal-OSHA

9 regulations.

10

11 **C. Tools**

12 The District agrees to provide all needed tools and equipment for all employees to

13 perform his/her assignment. The parties agree that tools are property of the District

14 and employees shall not take District-provided tools home.

15

16 **D. Lockers**

17 Lockers will be available for covered employees.

18

19 **E. Clean-up Time**

20 Covered employees will be provided with appropriate clean-up time (no more than 30

21 minutes per day) at the end of their daily assigned shift. The supervisor shall

22 determine how much clean-up time is appropriate.

23

24 **F. Vehicles**

25 Covered employees may take District vehicles home when assigned by their

26 supervisor with the approval of the appropriate Vice Chancellor.

27

28 **G. Rest Breaks**

29 Covered employees will be provided with two (2) break periods during their regular

30 shift of fifteen (15) minutes, one approximately two (2) hours after the start of the

31 shift and the other approximately two (2) hours before the end of the shift. Covered

32 employees will be provided with an unpaid meal break of not less than thirty- (30)

33 minutes approximately mid shift. Occasionally, such breaks may be delayed at the

34 request of a supervisor in order to complete urgent work assignments, or to fulfill

35 District needs. Such breaks shall not be used in the following situations:

- 36
- 37 1. To arrive late for work;
 - 38 2. To leave work early;
 - 39 3. Within one (1) hour of the beginning or ending of regular work assignments,
 - 40 unless specifically authorized. Any such authorization shall not be considered as
 - 41 precedent setting, or as establishing a practice within that work area or within the
 - 42 District.

ARTICLE XVII SCOPE OF AGREEMENT

- 1 The District shall meet and negotiate with the Union prior to changing any District policy
- 2 or practice within the scope of representation, including District controlled rules and/or
- 3 regulations, subject to EERA's impasse procedures. Violation of this paragraph is subject
- 4 to PERB's jurisdiction and shall not be subject to any negotiated grievance procedure.

ARTICLE XVIII DURATION OF AGREEMENT; REOPENERS

1 **A. Duration**

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3 This Agreement shall be in effect from date of ratification by the Board of
4 Trustees after Union ratification, through June 30, 2010, unless otherwise
5 specified herein.

6

7 **B. Reopeners**

8

9 1. Fiscal Year 2008/09

10

11 The parties shall reopen this Agreement for fiscal year 2008/09 to negotiate over
12 (1) wages (Article X.A and Article X.B.5), (2) structure for health
13 insurance/health benefits supplemental fund (Article XIII.B.3), and (3)
14 prescription co-pays (Article XIII.C).

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16 2. Fiscal Year 2009/10

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18 The parties shall reopen this Agreement for fiscal year 2009/10 to negotiate over
19 wages (Article X.A and X.B.5).

ARTICLE XIX SAVINGS CLAUSE

1 Should any part of this Agreement be determined to be contrary to law, such invalidation
2 of that part or portion of this Agreement shall not invalidate the remaining portions
3 hereof.

SIGNATURE PAGE

This Tentative Agreement is effective only if ratified by the members of the Local 39 bargaining unit and if ratified and adopted by resolution by the Board of Trustees.

The Union, by a majority vote of its membership, ratified the Agreement on August 18, 2008.

The Board of Trustees of the San Francisco Community College District, at a public meeting, ratified the Agreement on August 28, 2008.

For the District:

For the Union:

Steve Hale
Employee Relations Manager

Jerry Kalmar
Business Manager

Jeff Sloan
Renne Sloan Holtzman Sakai, llp

Madison Bland
President

Peter Goldstein
Vice Chancellor, Finance and
Administration

Joan Bryant
Director of Public Employees

Don Q. Griffin
Interim Chancellor
& Secretary, Board of Trustees

Kevin O’Hair
Business Representative

EXHIBIT A 2007/2008 SALARY TABLE

Class Number	Class Title		Step #1	Step #2	Step #3	Step #4	Step #5
7205	Chief Stationary Engineer	H	36.42	38.22	40.16	42.14	44.25
		BW	2913.60	3057.60	3212.80	3371.20	3540.00
		AN	75,754	79,498	83,533	87,651	92,040
7333	Apprentice (A) Stationary Engineer	H	22.91	24.66	26.42	28.18	29.93
		BW	1832.80	1972.80	2113.60	2254.40	2394.40
		AN	47,653	51,293	54,954	58,614	62,254
7333	Apprentice (B) Stationary Engineer	H	31.71	33.44	33.44	33.44	33.44
		BW	2536.80	2675.20	2675.20	2675.20	2675.20
		AN	65,957	69,555	69,555	69,555	69,555
7334	Stationary Engineer	H	29.04	30.52	32.00	33.50	35.21
		BW	2323.20	2441.60	2560.00	2680.00	2816.80
		AN	60,403	63,482	66,560	69,680	73,237
7335	Sr. Stationary Engineer	H	32.73	34.37	36.07	37.85	39.76
		BW	2618.40	2749.60	2885.60	3028.00	3180.80
		AN	68,078	71,490	75,026	78,728	82,701