Collective Bargaining Agreement

between the

San Francisco Community College District

and the

Service Employees International Union Local 1021

July 1, 2023-June 30, 2026

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A. Recognition

1. The Board of Trustees of the San Francisco Community College District (hereafter Board or District) hereby recognizes the Service Employees International Union, CTW, Local 1021, (hereafter Local 1021 or Union), as the sole and exclusive representative of employees enumerated in the stipulated unit (attached hereto as Exhibit A) pursuant to the provisions of the Educational Employment Relations Act, Government Code Section 3540 et seq.

2. The recognized unit is composed of all classified employees, excluding: District Designated Managers, Supervisors, Confidential, and Building Trades Classifications; 9910 Public Service Trainee and Classification 3591 College Aide.

B. New Classifications

1. Any new classification established or any classification altered shall be initially determined as to inclusion or exclusion from the represented unit by the District.

2. The District shall immediately notify the Union in writing of any such addition, position classification or reclassification and its decision as to inclusion or exclusion from the unit. Where the Union disputes such initial decision it shall, within fifteen (15) work days, notify the District and request, pursuant to Article 5, Section E, Consultation Meetings, a meeting to attempt to resolve such dispute. If such consultation does not resolve the dispute, the District and the Union will jointly submit the dispute to PERB for resolution.

C. Negotiations with Official Representatives

The District agrees that neither it nor its representatives will negotiate privately or individually with any person or persons not officially designated by Local 1021 as its representative on matters within the scope of representation; Local 1021 agrees neither it nor its representatives will negotiate privately with any person or persons not officially designated by the Board as its representatives on matters within the scope of representation.

D. Successor Clause

In the event legislation or administrative action is initiated to re-organize San Francisco Community College District into another community college district, the parties shall jointly make their best mutual efforts to establish provisions in any such enactment that will, to the maximum extent possible, preserve the Union's representational status, bargaining unit jobs, and the existing terms and conditions of employment of members of the bargaining unit.

A. Amendment of Agreement

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

B. Changes in Working Conditions

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

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

C. Scope of Agreement

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

D. Uniform Applicability

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

E. Printing of Agreement

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

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

F. Joint Labor-Management Council

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

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

2. At the end of each semester, the allocation of funds and course approvals granted pursuant to Article 13, Section D.2;

3. STO to full-time calendar (ex. STO minimum 200 day calendar);

4. Classification issues, including revising classification descriptions and addition of new classification (s) to the bargaining unit (Exhibit A);

5. Issues related to the use of Temporary and As Needed positions/employees/classifications;

6. Specific Union concerns regarding inequitable pay rates for specific classifications and individuals under Article 37;

7. Overtime compensation issues for "Z" employees; and

8. Budget discussions.

9. Concerns regarding:
   a. Department Chair supervising bargaining unit members,
   b. Hiring non U-fund positions as EXEMPT, and
   c. All workload issues related to vacancies, student workers, out-of-class, faculty, consultants, etc.

G. Vacancy Review Workgroup (VRG)

The Joint Labor-Management Council has formed a Vacancy Review Workgroup(VRG). The workgroup shall consist of District and SEIU representatives and shall review and make recommendations to the Chancellor/designee regarding all new classified positions and any changes to existing classified positions, classified staffing plan, classified hiring priorities and other issues effecting hiring of classified positions.

H. Information Sharing

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

- An organizational chart reflecting all of the District's cost centers, including all funding sources and organizations receiving financial support from the District;

- A list of all classified positions, filled or vacant, funded or unfunded, for each cost center of the District; and

- A list of positions that are currently vacant, the date the position was last filled and the reason for the vacancy.

I. Technology

Major decisions regarding the District are made by the Chancellor and the Board of Trustees. The District currently has in place a Participatory Governance Council (PGC), a body where all constituent groups participate. Any technology needs are discussed at the PGC Technology Committee. The District shall notify the Union and bargain the impacts/effects associated with the PGC's decision. Implementation of any new technology that changes working conditions of employees shall be in accordance with the EERA.

A. The District shall make available via website or electronic mail copies of the following documents to the Union and to the President of the Union or his/her designee. The Union shall be responsible for notifying the District of any changes of address or designee for receipt of these documents:

1. Copies of all official Board minutes and of each Board agenda "packet" excluding all confidential information or materials as defined by applicable law no later than they are furnished to the Board.

2. Copies of any changes, additions, or deletions in order to maintain a book of Board Policies and a book of Administrative Regulations.

3. A copy of the Budget in final adopted form and a copy of each Board presentation on preliminary, tentative, publication budget packets as prepared for public usage.

A. Discrimination Prohibited

City College of San Francisco prohibits discrimination on the basis of race, religion, sex, national origin, creed, ethnicity, age, physical or mental disability, political affiliation, sexual orientation, ancestry, color, medical condition (e.g., cancer or cancer related illness, HIV/AIDS or related conditions), genetic characteristics (e.g., non- symptomatic carriers of inheritable diseases), gender identity, marital or domestic partner status, parental status, veteran status, height, or weight.

B. Discrimination Complaint Procedure

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

C. Change to Federal or State Law

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

D. Americans With Disabilities Act

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

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

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

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

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

E. Disciplinary Action

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

F. No Discrimination on Account of Union Activity

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

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

The District and the Union shall not impose or threaten to impose reprisals by discriminating or threatening to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their exercise of their rights under this Agreement.

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

1. Distribution of Union Materials

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

2. Use of Bulletin Boards

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

3. Use of Facilities

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

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

4. Equipment Usage

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

5. Mail System

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

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

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

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

B. Information

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

1. On-Line Directory

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

2. Unit Employees

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

C. Union Information Packet

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

D. Parking Permits

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

E. Consultation Meetings

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

A. Dues Deduction

1. **Dues/COPE/Union-Sponsored Benefit Program Deductions**

a. The District shall honor an employee's check-off authorization for dues, COPE, or other Union-sponsored program, which are submitted in writing, through electronically recorded phone calls, via online deduction authorization, or by any other means of indicating agreement allowable under state and federal law, regardless of whether the employee is a member of the Union.

b. Deductions for dues, COPE, or other Union-sponsored program shall start the pay period after the District receives notification of the authorization. The District shall transmit such payments to the Union through electronic funds transfer no later than nine (9) working days after the deduction from the employee's earnings occurs.

c. Requests to authorize dues/other deduction(s) or requests to change status regarding such deductions, shall be directed to the Union rather than the employer. The District shall rely on the Union's explanations in a certified list, submitted by a representative of the Union who has authority to bind the Union, regarding whether an authorization/change in deduction(s) has been requested by the employee.

The District shall deduct from pay of Union members and pay the Union the normal and regular bi-weekly Union member dues, assessments, and initiation fees. Nothing in this section shall be deemed to have altered the District's current obligation to make insurance program deductions when requested by the employee or political action deductions when requested by the Union.

d. The Union shall not provide the employer a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.

The Union and the District have agreed that the Union shall provide the District a current statement of membership dues. Such statement of membership dues shall be amended as necessary. The District may take up to 30 days from date of receipt of the amended statement of membership dues to implement such changes.

e. The Union shall indemnify the employer for all claims made regarding such deductions.

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

g. The District shall, at the time of any individual's initial employment/transfer to a job covered by a unit classification, furnish to that employee the membership enrollment card addressed to the Union (prepared and furnished by the Union).

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

h. Violations of this Section of the MOU are grievable.

Data Pertaining to Deductions

The employer shall produce to SEIU Local 1021's Membership Department every week, on a regular ongoing basis, a malleable electronic file containing the following information:

1. Full Name (first, middle, last, suffix)
2. Employee Number or Social Security Number
3. Job Classification
4. Job Type (full-time, part-time, per diem, as needed)
5. Appointment Type
6. Bargaining Unit
7. Hours worked in the preceding payroll period, which are the basis for the dues deduction amount
8. Pay step
9. Pay rate
10. Pay Status (active, on leave, separated from employment, etc.)
11. Department
12. Division (subcode of the department)
13. Full Address
14. Work Location

2. **Weekly bargaining lists**

The employer shall provide a weekly SEIU Local 1021 bargaining list of all current employees covered by the Agreement, which shall include each employee's name, office phone number and locations, employees' mail box, department title, Division (sub code of the department), college email and personal email, job class and title, current hire date, status (full time or part time), appointment title, E-class, home address, home phone, bargaining code, employee ID number, deductions, hours worked, pay step, pay rate, pay status (active, on leave, separated from employment, etc) gross pay. This list will include all employees newly hired, rehired, reinstated, transferred into or out of the bargaining unit, transferred between departments, promoted, reclassified, downgraded, placed on leaves of absence of any type including disability,

placed on or recalled from layoff, separated (including retirement, added or deleted from the bargaining unit, or who have made any changes in Union deductions during the preceding bi-monthly period.

3. **Protect contact, biographical and/or demographic information of unit members from third parties**

In order to protect bargaining unit employees from harassment or invasion of privacy, the employer shall immediately notify the Union of any third party requests for contact, biographical and/or demographic information about the bargaining unit employees. The employer shall promptly provide the Union a copy of the request and any materials submitted with the request.

The employer shall provide to the Union at least ten (10) days to review the request and challenge the scope of the request prior to the employer responding to the request. The employer agrees to consider the Union's response prior to disclosing to the third party any contact, biographical, and/or demographic information about the bargaining unit employees.

The employer agrees that it will not create a report for a non-exclusive representative requestor that does not already exist. If the employer is required by law to furnish a non-exclusive representative requestor with a report, it agrees not to provide it in a malleable electronic format.

The employer shall not permit a non-exclusive representative to access bargaining unit members during working hours or in working areas.

The employer agrees that non-exclusive representatives are prohibited from soliciting bargaining unit members on the employer's property.

The employer agrees to adopt further safeguards against harassment or invasion of privacy by non-exclusive representatives, including but not limited to establishing filters in the employer's email system to block emails from non-exclusive representatives.

A. Union List

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

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

1. Negotiations

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

2. Union Release Time

The District shall grant the Union paid release time of eighty-eight (88) hours per week for its officers and stewards which shall be devoted to contract administration. No one individual member shall receive more than eighty percent (80%) union release time. Requests for the Union's intended use of the contract administration released time shall be provided in writing by the President or designee of the Union to the Chief Human Resources Officer (CHRO), or designee, at least two (2) weeks prior to the starting date of each semester. Changes to the intended use of release time during a semester shall be communicated to the Chief Human Resources Officer (CHRO) as soon as possible. Release time schedules shall be mutually agreed upon by the designated union representatives and their immediate supervisors. Disputes regarding release time schedules may be forwarded to the Human Resources Office for resolution. The Human Resources Office may consult with the appropriate Vice Chancellor as needed.

3. City-wide Negotiations

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

4. Stewards

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

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

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

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

5. Grievance Meetings

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

6. Disciplinary Meetings

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

7. Participatory Governance

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

8. Procedures for Release Time

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

8.2 It is the representative's responsibility to secure approval prior to any such absence from regular work duties. Failure to request/receive approval in advance will result in the representative's pay being docked for the period of time he/she was away from his/her duties.

C. Union Leave - Paid

1. Elected Officers

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

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

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

2. Requests for Leave

2.1 Except for emergency situations or when waived in writing by the Chief Human Resources Officer (CHRO), or Designee, requests shall be filed a minimum of ninety (90) calendar days prior to the beginning of the requested leave.

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

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

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

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

3. Applicability of Education Code

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

D. Union Leaves - Unpaid Short-Term

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

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

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

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

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

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

E. Union Leave - Grievance Officer

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

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

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

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

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

A. One Official File

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

B. Contents of File

1. Only materials in the official District personnel file (augmented by records maintained by other governmental agencies) shall be used in any proceeding affecting the unit member's employment status with the District.

2. The following items, even though maintained separately, shall be considered as part of the official District personnel file: time rosters, attendance and payroll records, appointment forms, TB records, history cards, salary records, schedule and assignment files. The District may add similar categories of routine payroll/personnel record keeping to this list where such records are part of the normal business operations of the Payroll/Personnel Sections.

C. Right of Review

1. By Employee

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

2. By Union

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

D. New Material in File

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

E. Adverse Actions

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

F. Removal of Material

1. Any employee information pertaining to a disciplinary action shall be removed upon request by the employee after twelve (12) months from imposition, provided there has been no reoccurrence of the conduct on which the discipline was based.

2. Sub-section F.1, above, shall not apply in the case of an employee disciplined for conduct which would constitute the commission of a crime orcivil wrong, provided, however, that the Chief Human Resources Officer (CHRO) retains the discretion to remove such documents.

A. Definition of Discipline

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

B. Application

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

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

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.

C. Causes for Discipline

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

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 arapplicable 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. Intoxication or the use of non-prescribed controlled substances while on duty.

8. Physical or mental incapacity to perform adequately on the job (in accord with Article 4).

9. Excessive absences and/or tardiness.

10. Inexcusable absence without leave.

11. Insubordination.

12. Misuse of District property.

D. Progressive Discipline

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

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

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

E. Oral Warnings/Reprimands

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

F. Written Warnings/Reprimands

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

G. Suspension for Cause/Skelly Rights

1. The Chief Human Resources Officer (CHRO), or designee, may for just cause suspend an employee for a period not to exceed thirty (30) calendar days upon notification to the employee in writing of the reasons for such suspension. Written notice shall be served in person or by registered or certified mail to the employee at his/her last known address. A copy of this notification shall be mailed to the Union at the same time, unless the employee has previously requested otherwise.

2. Such suspension shall be based upon specific charge(s), shall be in writing and include the reasons for suspension, the right to an appeal hearing on written request as set forth below, the right to be represented by a person of his/her choice, and shall have attached supporting documentation and pertinent rules or regulations cited that supervision relies upon in the imposition of such discipline.

3. The employee shall have ten (10) work days from service or receipt of charges to appeal the matter to the Chancellor/Appointing Officer or designee.

4. The Chancellor/Appointing Officer or designee shall set a hearing on the appeal for no less than ten (10) work days and no more than fifteen (15) work days of receipt of the appeal unless mutually agreed otherwise. The Chancellor/Appointing Officer or designee conducting the hearing shall not be the same individual who issued the determination to suspend.

5. Suspensions will normally be held in abeyance pending hearing; however, for any cause where acts or omissions involve misappropriation of public funds or property, misuse or destruction of public property, drug addiction or habitual intemperance, mistreatment of persons, immorality, acts which would constitute a felony or misdemeanor, or acts which present danger to public health or safety, or health or safety of students, or employees, the District may suspend the unit member without pay pending a hearing.

6. The decision of the Chancellor/Appointing Officer or designee shall be issued, in writing, within ten (10) work days after the hearing. Such decision shall be final as to both District and employee and shall not be appealable.

H. Dismissal for Cause/Skelly Rights/Advisory Arbitration

1. Dismissal shall be exclusively processed and determined in accordance with the following procedure.

1.1 An employee may be dismissed for cause at any time by the Chancellor/Appointing Officer Designee, Chief Human Resources Officer (CHRO).

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

1.3 The employee shall have fifteen (15) work days, from service or receipt by the employee of the decision to dismiss, to appeal the matter to the Chancellor/Appointing Officer or designee.

1.4 The Chancellor/Appointing Officer or designee shall set a hearing on the appeal no less than fifteen (15) work days and no more than twenty (20) work days from receipt of the appeal unless mutually agreed otherwise.

1.5 The decision by the Chancellor/Appointing Officer or designee shall be issued within fifteen (15) work days after the hearing. Such decision shall be in writing and shall be final as to both District and employee and shall not be appealable except for permanent employees (Civil Service and Civil Service Exempt) as provided below.

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

1.7 The Arbitrator shall conduct a hearing at which both parties may present evidence, both documentary and testimonial. After concluding the hearing, including the receipt of any post-hearing briefs which the Arbitrator shall permit, the Arbitrator shall prepare a written report listing the issue(s) to be decided, as presented by the parties, the pertinent facts as found by the Arbitrator, and an advisory recommendation for resolution of the issue(s). This report shall be transmitted to the Union and the Chief Human Resources Officer (CHRO).

1.8 The Arbitrator shall have no power to add to, subtract from, alter or modify any of the terms of this Agreement, rule on any matter involving a performance evaluation or rule on the failure of the District to re-employ any exempt Civil Service employee or a District determination to release a probationary employee.

1.9 All expenses of the Arbitrator, a certified reporter, and hearing room costs, if any, shall be borne equally by the parties. Each party shall bear the full costs for its representation; all other costs or expenses shall be borne by the incurring party; neither party shall be responsible for the expense of any witness called by the other party except that, in the case of employees of the District, they shall be compensated by the District for testimony during what would otherwise be working time, subject to the arbitrator's ability to regulate the order, number and presentation of witnesses.

1.10 The advisory recommendation of the Arbitrator shall become final, and shall be implemented by the parties unless, within fifteen (15) days of receipt of the Arbitrator's report and advisory recommendation either the Chief Human Resources Officer (CHRO), or the Union shall have appealed in writing the Arbitrator's report and advisory recommendation to the Board. Any appeal submitted to the Board pursuant to this section shall be in writing, and shall state with particularity the issue(s) which the appealing party wishes the Board to consider.

1.11 The Board of Trustees may sustain, modify, or reject the advisory recommendation of the Arbitrator.

1.12 The decision of the Board of Trustees is final.

2. Where such charge of dismissal involves the misappropriation of public funds or property, misuse or destruction of public property, drug addiction or habitual intemperance, mistreatment of persons, immorality, acts which would constitute a felony or misdemeanor, or acts which present an immediate danger to public health or safety, or health or safety of students or employees, the individual may be suspended without pay pending a hearing.

A. Definition of Grievance

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

B. Definition of Grievant

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

C. Day

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

D. Immediate Supervisor

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

E. Time Limits

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

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

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

   1.3 Time limits and steps may be waived by mutual agreement between the grievant and the Chief Human Resources Officer (CHRO).

F. General Provisions

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

2. Settlement of any grievance at the "Immediate Supervisor" level shall bind the immediate parties to the settlement, unless subsequently discovered to be contrary to this contract or law, but shall not be cited, nor shall such settlement be considered any precedent in any later grievance.

3. A grievant may be represented and accompanied by a designee of his/her choosing at any level.

4. A grievant (as defined in Section B, above) who alleges a grievance concerning common matters of fact and contract provisions may elect to file a class action/group grievance. In a class action/group grievance, one grievant shall represent, at all steps and levels, the entire group. District may, where a series of grievances is filed concerning common matters of fact and contract provisions, consolidate all such grievances into a class action/group grievance. Upon such notification, the Union shall select the grievant whose grievance shall represent the group.

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

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

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

8. In all grievance proceedings above the "Immediate Supervisor" level, management and grievant may each have a maximum of three (3) persons present unless mutually agreed otherwise, in advance.

9. Any grievant may, at any time, present a grievance to management and have such grievance adjusted without intervention of the Union at any step as long as the adjustment is reached prior to Arbitration. District, however, shall not agree to the resolution until the Union is furnished a copy of the grievance and proposed solution and has had fifteen (15) days to notify the District of its concurrence or disapproval as being inconsistent with the terms of the Agreement. Such disapproval shall state with specificity how the resolution is inconsistent.

10. The parties shall exchange, upon request, pertinent information necessary or required to process any grievance.

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

G. Grievance Procedure

1. General

The following steps shall apply for any grievance:

1.1 Steps

1.1.1 Immediate Supervisor

1.1.2 Next Higher Manager/The Person to Whom G.1.1.1 Reports

1.1.3 Chancellor/Appointing Officer Designee

1.1.4 Arbitration (Section H)

2. Process

2.1 Immediate Supervisor

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

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

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

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

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

2.2 Next Higher Manager

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

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

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

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

2.3 Chancellor/Appointing Officer Designee

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

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

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

H. Arbitration

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

2. Powers of the Arbitrator

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

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

3. General

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

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

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

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

3.5 The decision of the Arbitrator shall be final and binding on all parties subject to the Arbitration.

I. Joint Training

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

A. Civil Service

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

1. Witness or Jury Duty for Non-Day Employees

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

2. Bereavement Leave

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

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

3. Sick Leave Deductions

Notwithstanding Civil Service Rule 120.13.1, sick leave shall be charged in minimum increments of one-quarter (¼) hour.

B. Civil Service Exempt Employees

1. Eligibility for leaves shall be in accordance with those rules established for Civil Service employees. Notwithstanding Civil Service Rule 120 effective January 16, 2007, and effective date of ratification, As Needed and Irregularly Scheduled employees shall begin accruing sick leave at the rate of .05 hours for each hour of regularly scheduled paid service excluding, overtime exceeding forty (40) hours per week and holiday pay, except that an employee on disability leave shall earn sick leave with pay credits at the normal rate.

2. Eligibility for sick leave use begins after six (6) months continuous service for sick leave earned credit. For this purpose, Christmas, Spring vacation, semester breaks, and the period between the end of the Spring semester and the start of the Fall semester are not considered breaks in continuous service.

3. Witness leave shall be in accordance with Civil Service rules.

4. No exempt employee shall, in any respect in any grievance resolution, be accorded greater rights than those accorded to Civil Service employees.

A. Temporary Employees/Classifications

1. The Union and the District will cooperate with the Civil Service Commission with respect to an accelerated testing program(s) for City-wide classifications utilized by the District.

2. The Union and the District agree that, the Vacancy Review Workgroup shall examine existing part-time, temporary positions assigned less than forty (40) hours per week, with a particular emphasis on less than twenty (20) hours per week positions, to determine whether consolidation of two or more of those positions is feasible in a cost-neutral manner. In making this determination, the parties shall take into consideration the classification of employees, their work locations, and work schedules.

B. FICA Contributions

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

C. Benefits and Eligibility Requirements

Refer to Article 28, Benefits.

D. Leaves and Eligibility Requirements

Refer to Article 11, Leaves.

A. Participatory Governance

The Union shall designate representatives to the Staff Development Committee in accordance with the Participatory Governance Agreement.

B. Release Time for Flex Days

The District, consistent with its operational needs, shall continue to provide release time for training for classified employees during Flex Days and/or staff development activities as well as for their participation as presenters in such activities. The Union, in conjunction with the District and Classified Senate, will continue to work together to provide two Classified Flex days per fiscal year. Release time for training for classified employees or for presentations by classified employees during Flex Days and/or staff development activities shall not be arbitrarily denied. The District shall release unit members from work for up to two hours for each Independent Flex Days at any District location as long as there is no impact to college operations.

C. Flexible Work Schedules

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

D. Educational/Wellness Opportunities/Enrollment Fee Waiver Program

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

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

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

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

2. To improve educational opportunities, the District will continue to provide funds for classified employees enrolled in educational/wellness classes outside of the District. At the beginning of each fiscal year, the District will allocate $30,000 towards educational/wellness opportunities for classified staff. The District will reimburse eligible employees who submit verification of successful completion of approved course work up to $1,500 per academic year, subject to the limitations set forth below. The Office of Professional Development will be responsible for the distribution of funds under this provision.

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

   2.2 The course work must be for continuing education/wellness purposes.

   2.3 Prior written approval of courses must be obtained from the Office of Professional Development. Employees who wish to avail themselves of this program must complete and submit to the Office of Professional Development an SEIU Local 1021 Classified Educational Grant Application form in accordance with the grant guidelines. A committee, consisting of the following: SEIU 1021 SFCCD Chapter President or designee, SEIU 1021 SFCCD Chapter Vice President or designee, District Senior Director of Human Resources, plus one additional Professional Development/HR staff, will review and approve all submissions.

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

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

E. <u>Educational Leave</u>

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

2. An eligible worker may, on a form provided by the Human Resources Office, apply for Educational Leave. Such leave may be used for educational or vocational training purposes. The written application must present a detailed description of the proposed activities of the leave and the potential value and benefit of these activities to the District and students. If the worker intends to enroll in school, the application must identify the educational institution to be attended and, by academic term, a list of courses (with course descriptions) the worker is interested in taking while on educational leave

3. All applications must be received at least sixty (60) days prior to the beginning of the leave. Applications shall be submitted to the Labor Management Council (LMC) for review and determination. The LMC shall make its determination based on the best interests of the District and its students. In the event that more than one employee applies for such leave, seniority shall be considered as a factor in the LMC's determination. Effective July 1, 2006, the maximum amount of leave available unit-wide in a given fiscal year shall be 2,080 hours. If educational leave is granted, the worker must agree to render, upon completion of the educational leave, a minimum of twenty-four (24) months of service to the District. Failure to render this service will require the worker to refund the salary paid by the District during the leave.

4. Within thirty (30) days of the end of educational leave, the worker shall submit a written report to the LMC of the activities during the educational leave, emphasizing the value of these activities to the District. If the worker attended school on educational leave, he or she shall also submit a transcript or other appropriate documentation showing satisfactory attendance and successful completion of the coursework.

5. During educational leave the worker will be entitled to all benefits. Workers may apply for funds for courses taken during such leave, as provided in section D, above.

A. Parking

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

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

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

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

B. Transit Costs

The District and the Union shall continue to meet and work on a means to mitigate transit costs. The District and the Union will begin to meet within 60 working days upon ratification of the contract.

C. Commuter Check

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

A. Definitions

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

Institutional Police Officer	8204
TIA-Campus Control	8272

The term Dispatcher is defined to include the following classification:

Dispatcher	1704

B. Uniforms

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

C. General Bid –The District shall conduct an annual general bid for all public safety assignments. The SFCCD Police Department and SEIU 1021 shall create the bidding packets for the 8204 Institutional Police Officers and 8272 Campus Control Aides. The 8204/8272 bid shall identify the Sergeant for each bid.

1. The general bid will occur at least 45 days and no more than 60 days prior to the effective date.

2. Assignments shall be afforded in accord with Section D.2 below. Inverse seniority in conjunction with the non-seniority factors in Section D.2 below will be used to fill assignments for which no bids are submitted.

3. Failure to submit a bid shall be interpreted as a preference to continue in the current assignment, but continuation in one's current assignment is not guaranteed

D. Job Openings

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

2. Job openings (also known as shifts) for Public Safety Officers/Dispatchers shall be afforded on the basis of seniority, subject to District operating needs and Civil Service classification, and further provided that the District reserves the prerogative to decline to allow changes in shift assignment of employees with documented disciplinary problems within the past two years when, in the District's judgment, which shall not be arbitrary or capricious, allowing a shift change would impede effective supervision.

3. Temporary assignment in the case of urgent need shall continue until the permanent assignment is completed through this process. This temporary assignment provision shall not be used to transfer public safety officers between campuses or between shifts in an arbitrary or capricious manner.

E. Safety Supplies and Equipment

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

F. Field Training Officer Premium

Unit members assigned to Field Training Officer duties shall receive a seven percent (7%) differential for the duration of the assignment when officers are performing the duties of the Field Training Officer.

G. On-Call Premium

Unit members who are specifically directed and required by the Chief of the Department to be on-call when off duty and to be instantly available to return to work to perform their regular duties shall be paid a minimum of three (3) hours of the regular base rate of pay for each assignment of on-call duty. The duration shall be determined by the Chief of the Department based on the operational needs of the Department, and shall not exceed twenty-four (24) continuous hours.

Employees called back to work while on-call shall be paid at the applicable rate for an additional three (3) hours or for all hours worked, whichever is greater.

H. Meal Periods

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

I. Peace Officer Bill of Rights

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

J. Continuing Professional Training for Peace Officers

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

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

K. Workers Compensation

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

When an employee in the classification of 8204 (Institutional Police Officer) or 8272 (TIA-Campus Control) is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of his or her duties, he or she shall become entitled, regardless of his or her period of service with the District, to a leave of absence while so disabled without loss of salary, for the period of the disability, but not exceeding one year, or until that earlier date as he or she is retired on permanent disability pension, and is actually receiving disability pension payments. In no event shall any employee receive a combination of compensation from the District, District-provided short- or long-term disability benefits, and/or workers compensation payments exceeding, in total, his or her normal salary rate had he or she worked the specific time period in question.

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

L. Miscellaneous Safety Retirement Improvements

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

The District shall request from CalPERS up to three (3) actuarial studies [2% at 50, 2.5% at 55, & 2.7% at 57] and one (1) from SFERS [2.7% at 57] for safety retirement benefit packages no later than June 30, 2017, and upon receipt shall promptly meet with SEIU to discuss those studies in preparation for the next round of CBA negotiations.

M. Public Safety Employee Trauma Counseling

Peer Counseling by other first responders is generally recognized as an appropriate and accepted method for providing counseling to first responders who have experienced trauma in the course of carrying out their duties. The District recognizes this fact and, in so doing, supports its valued public safety employees and peer counseling. Accordingly, the District shall continue to reach out to agencies including the City of San Francisco Police Department (SFPD) regarding formalization of an agreement which would allow District employees access to Peer Counselors. The District will continue to work towards such an agreement, and will work with Local 1021 on developments. If a formal agreement on this issue is entered into between the District and the City and County, all covered public safety employees shall be notified in writing of the agreement and its key provisions.

A. Posting of Examinations

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

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

B. Transfer Opportunities

Incumbent employees shall have the right to request a transfer to an existing vacant position in the same classification.

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

If no member is selected for transfer, the documented justification from the hiring department shall be provided and validated by Human Resources and maintained with the confidential job selection materials folder/file. Once the applicant receives the correspondence informing them of non-selection, SEIU has five (5) business days from the date on said letter to make a request for the written reason for non-selection. The response from Human Resources shall be available to SEIU within ten (10) days of receiving a written request from SEIU.

C. Classified Job Postings on Web Site

The District shall continue to maintain job announcements on the website. Job postings will be posted even after the posting closes. Job announcements of full-time permanent, full time temporary and full time exempt and part-time jobs shall remain on the District’s website until the position is filled.

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

1. The general bid will occur at least 45 days and no more than 90 days prior to the effective date.

2. Assignments shall be afforded in accord with Section B.2 below. Inverse seniority in conjunction with the non-seniority factors in Section B.2 below will be used to fill assignments for which no bids are submitted.

B. Job Openings

1. All job openings (also known as shifts) shall be posted in the custodial office and at outside sites where custodians are assigned, at least ten (10) calendar days prior to being permanently assigned. The notice of job openings shall identify the hours, location, work days, days off and any special expectations of the assignment.

2. Job openings (also known as shifts) for custodians shall be afforded on the basis of seniority, provided that the District reserves the prerogative to decline to allow changes in shift assignment of employees with documented disciplinary problems within the past two years when, in the District's judgment, which shall not be arbitrary or capricious, allowing a shift change would impede effective supervision.

3. Temporary assignment in the case of urgent need shall continue until the permanent assignment is completed through this posting process. This temporary assignment provision shall not be used to transfer custodians between campuses or between shifts in an arbitrary and capricious manner.

4. As needed, shift assignments may be modified temporarily to permit periodic team cleaning of campuses.

C. Meetings

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

D. Uniforms

1. Current Employees

a. Current Full-Time Employees

Annually, no later than September 30th, the District will provide: two (2) new uniform shirts, $150 for the purchase of two (2) pairs of pants/skirts, and shoe allowance of $225 for the purchase of one (1) pair of work shoes/boots to each current employee.

b. Current Part-Time Employees

Annually, no later than September 30th, the District shall provide one (1) uniform shirt and $75 for the purchase of one (1) pair of pants/skirts to each part-time employee. Current part-time employees shall receive a $225 shoe allowance for the purchase of one (1) pair of work shoes/boots every other year.

2. New Employees

a. New Full-Time Employees

Within six (6) months of hire, new full-time employees shall be provided: five (5) uniform shirts upon hire, a uniform allowance of $300 for the purchase of five (5) pairs of pants/skirts, and $225 shoe allowance for one (1) pair of work shoes/boots.

b. New Part-Time Employees

Within six (6) months of hire, new part-time employees shall be provided: a proportionate share of uniform shirts, a proportionate share of a uniform allowance for the purchase of pants/skirts, and a $225 shoe allowance for one pair of work shoes/boots.

Employees identified as needing safety footwear will be required to wear safety footwear at all times when performing their work assignments.

A. Office Pay

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

B. Summer Work

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

ARTICLE 19 SHORT/LONG TERM DISABILITY INSURANCE

Unit members have opted for private disability insurance in lieu of the State Disability Insurance Program. The District shall continue to offer employees short and long term disability insurance benefits and Paid Family Leave benefits, consistent with that decision. All premium costs for such plans shall be paid by employees. Terms and conditions for these benefits shall be as described in benefit plan literature provided. The parties may, by mutual agreement, reopen this provision of the Agreement, which neither party shall unreasonably withhold. Decisions about which vendors will provide these services shall be determined after consultation between the District and the Union.

ARTICLE 20 TIME OFF FOR PARENT-TEACHER CONFERENCES

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

A. Notice of Layoff

Any eligible employee covered by Section C or D below whose position is to be eliminated due to lack of funds or lack of work shall be notified, in writing, with as much advance notice as possible, normally not less than sixty (60) calendar days, but in no case less than two weeks, prior to the effective date of the layoff. The Union shall receive copies of any layoff notices issued.

B. Meetings with Union

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

C. Civil Service Employees

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

D. Civil Service Exempt Employees

1. Eligibility

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

1.1 Employed on an as-needed basis;

1.2 Employed for a specific time limit or period (not to exceed one year);

1.3 Who has an assignment of nineteen (19) hours or less weekly at the time of the layoff; or

1.4 Who has less than one (1) year continuous service in the District. For this purpose, Christmas, Spring vacation, semester breaks, and the period between the end of the Spring Semester and the start of the Fall semester are not considered breaks in continuous service.

2. Procedure

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

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

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

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

3. Recall

A Unit member laid off in accordance with the provisions of Section D of this Article shall be placed on a thirty-nine (39) month recall list for a vacancy which occurs in the District in which his/her functions/duties/responsibilities were the same as the vacancy opening.

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

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

E. District-Initiated Layoffs and Layoff/Furlough Prevention

1. The District recognizes the important role the classified workforce plays in delivering educational opportunities for students. The District will endeavor to work in good faith with the Union to prevent layoffs of bargaining unit employees, including bargaining unit employees occupying categorical or grant-funded positions, during the remaining years of this Agreement.

2. During the term of this Agreement, the District shall notify the Union at least sixty (60) calendar days prior to the effective date of any proposed layoff/furlough notice. Following such notice, District representatives will promptly meet with the Union in order to explore alternatives to layoffs and/or to mitigate the impact or effects of layoffs on the bargaining unit. The Union shall communicate to the District its choice of alternatives to address the deficit.

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

A. Policy

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

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

3. No employee shall suffer adverse action by reason of his/her refusal to perform hazardous or unsafe tasks or his/her refusal to enter unsafe or hazardous areas nor shall any employee be subject to discipline or retaliation for exercising any rights under this Article. When in the best judgment of the employee such conditions exist, the employee shall notify his/her immediate supervisor. If it is agreed that a task or area is hazardous, the employee shall be temporarily reassigned until the hazard is eliminated. Where there is no concurrence, the Cal-OSHA representative shall be immediately called to render a final and binding decision. The Union shall be simultaneously notified and the employee shall be temporarily reassigned until the determination by Cal-OSHA is rendered. Where the District has determined such work is not hazardous or unsafe, supervisors, managers, volunteers or outside contractors may be utilized to perform the work pending Cal-OSHA final determination. In the event that Cal-OSHA is abolished, then an agreed-upon third party shall be called in to replace the Cal-OSHA representative process.

B. Information

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

C. Asbestos Abatement Requirements

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

D. Video Display Equipment Working Conditions

1. Policy

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

2. Eye Examinations

This subject may be given further review by the Health and Safety Committee.

3. Breaks

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

4. Physical Plant

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

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

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

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

5. Acquisition or Replacement of Machines

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

6. Inspection of Machines

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

7. Pregnancy

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

E. Temporary Alternate Assignment

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

F. Temporary Alternate Schedule (Daylight Savings to Standard Time Change)

In order to foster a safer environment for employees by reducing the time required to be on campus in an unsafe darker environment, the District agrees to a temporary alternate schedule, immediately proceeding the change from Pacific Daylight Time to Pacific Standard Time. Employees whose workday ends at 6:00 pm, shall be given the option to start their workday as early as 7:00 am.

The District and SEIU should establish a committee that includes two employees from Human Resources and two employees from SEIU membership to address multiple requests from the same department. We will open the schedule change on September 1st and close on September 30th.

G. Health and Safety Committee

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

A. Rest Breaks

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

1. To arrive late for work;

2. To leave work early;

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

B. Lunch Breaks

Employees assigned for five (5) or more hours of work in any day shall be entitled to an unpaid, uninterrupted lunch period. The length of such lunch period shall be not less than one-half (1/2) hour nor longer than one (1) hour and shall be scheduled at or about the midpoint of each work shift.

ARTICLE 24 SEPARABILITY AND SAVINGS

If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect. The parties agree, upon request of either party, within fifteen (15) work days subsequent to any such decision, to meet for the purpose of arriving at an agreeable resolution to the invalidated or statutorily changed area, and/or to negotiate such new terms or conditions required to correct the declaration of invalidity, if possible.

The agreement is in effect from July 1, 2023 through and including June 30, 2026. Unless otherwise specified herein

A. Both parties agree to promptly meet and confer regarding amendments and corrections to Exhibit A following ratification and approval of this Agreement. In the event that classes are added to the listing of classifications at Exhibit A, the meet and confer may also include proposals to amend Article 29 (Uniforms) to include references to those added classes as appropriate.

B. The parties further agree to Sunshine proposals by February 1, 2026 for negotiations on changes to this agreement to become effective July 1, 2026.

ARTICLE 26 NO WORK STOPPAGE

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

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

A. Access to District Email and Individual Websites

For the life of this agreement, Classified employees who retire after a minimum of 10 years of service to CCSF, will be eligible for a retiree e-mail account subject to conditions and limitations applicable to active employees.

The District will conduct an annual audit to determine email accounts that are still active. Each February, the District will send a notification email to all retirees. Retirees will have two (2) weeks to respond to the notification or risk having their account being deactivated. If the email account has not been active during the year or is determined as being used by anyone other than the retiree, the account will be deactivated.

B. Access to Parking Permits, ID Cards

Retired Classified employees shall be eligible to receive replacement CCSF ID cards and parking permits for Ocean Ave. Campus.

C. Access to District Facilities

Retired Classified employees shall have the same access as currently employed Classified employees to the pool, Wellness Center, and Community College libraries.

A. Medical

1. The District shall continue to provide, in accordance with carrier requirements, medical care insurance programs to eligible classified employees as determined by the San Francisco Health Service System (SFHSS). Percentage cost split between employee and District remains the same for duration of the Agreement, in accordance with premium rates set by SFHSS.

   1.1 There shall be no changes for employee medical premium contributions for the period 1/1/21 through 12/31/21.

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

   1.3 Percentage cost split between employee and District remains the same for 2022.

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

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

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

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

B. Prescription Drug Plan

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

Prescription Drug Plan co-pay reimbursement to employees was suspended for three years beginning November 1, 2013 through June 30, 2016. In exchange, the District

made contributions equivalent to 0.25% of annual salary expense to OPEB (Retiree Health Care Trust Fund – see Article 28.F).

Prescription Drug co-pay receipts dated July 1, 2016 through September 30, 2016 will be paid in full as long as they are submitted no later than October 31, 2016. Prescription Drug co-pay will be suspended from October 1, 2016 through June 30, 2019.

In exchange, effective July 1, 2016 employees shall receive an additional 0.25% across-the-board increase to base wages continuing for three years as specified at Article 37.A.1.d. This 0.25% increase shall be ongoing during the term of the agreement, but shall sunset at 11:59 pm on June 30, 2019. Unless disallowed by SFERS, this shall be deemed pensionable income.

C. Life Insurance

1. The District shall continue to provide, in accordance with carrier requirements, life insurance coverage to full-time and part-time employees.
   1.1 Within sixty (60) days of ratification of this Agreement, the District shall provide, in accordance with carrier requirement, life insurance coverage to employees working 20 hours or more per week.

   1.2. Subject to carrier requirements, the face value of the life insurance policy shall be $50,000.

D. Dental/Orthodontia

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

Dental Insurance: General, Per Year $3,000.
Lifetime Orthodontia $2,000.

E. Benefits While on Unpaid Leave of Absence

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

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

F. Retiree Health Care Trust Fund (RHCTF)

1. All new employees hired on or after October 1, 2013 will contribute 2.00% of wages to the District OPEB Trust Fund (Retiree Health Care Trust Fund, or RHCTF).

2. Employees hired before October 1, 2013 shall contribute 0.25% of salary to the District OPEB Trust Fund beginning July 1, 2016. The employees' contribution to the RHCTF will increase by an additional 0.25% per year starting July 1, 2017 up to one percent (1.00%) of wages as follows:

   - 0.25% of wages effective 7/1/2016;

   - Additional 0.25% of wages effective 7/1/2017, for a total deduction of 0.50% of wages; Additional 0.25% of wages effective 7/1/2018, for a total deduction of 0.75% of wages;

   - Additional 0.25% of wages effective 7/1/2019, for a total deduction of 1.00% of wages.

3. Consistent with the mandate of Prop C, as passed by the voters of San Francisco, employees hired before October 1, 2013 shall contribute an additional 1.00% of wages to the District OPEB Trust Fund, for a total contribution of 2.00%. To implement the additional 1.00% contribution, the employees' contributions to the RHCTF will be increased by an additional 0.25% of salary per year starting July 1, 2021, on July 1 of each year for four (4) consecutive years.

4. If the electorate of the City of San Francisco passes an extension to the parcel tax prior to July 1, 2019, either party may reopen negotiations regarding the implementation dates for the additional 1.00% in contributions, provided that the implementation date for the additional 1.00% shall be no later than July 1, 2023.

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

1092 IT/Operations Sup Admin II (shoes)
1093 IT/Operations Sup Admin III (shoes)
1760 Machine Operator
1930 Warehouse Worker
1932 Assistant Storekeeper
1934 Storekeeper
1936 Senior Storekeeper
2430 Medical Evaluation Assistant (scrubs and shoes)
2608 Supply Room Attendant
2615 School Lunchroom Helper
2630 School Lunchroom Cook
2708 Custodian (See Article 17.D)
2716 Custodial Assistant Supervisor (See Article 17.D)
3598 School Aide III – Automotive Technology & Trade
4320 Cashier I (shoes)
4321 Cashier II (shoes)
4322 Cashier III (shoes)
5384 TIA Electronic Technician
5638 Environmental Assistant
7441 Toolroom Mechanic and Custodian
7524 Institution Utility Worker
C177 Senior Print Production Supervisor (smocks and shoes)

Designated administrators shall consult with the Union regarding the type of uniforms, including safety shoes/boots, and the means for providing them. Failing agreement at the department level, disputes shall be referred to the Human Resources Office for negotiations.

Employees in the following classifications shall be provided with uniform jackets upon request.

1930 Warehouse Worker
1932 Assistant Storekeeper
1934 Storekeeper
1936 Senior Storekeeper
2608 Supply Room Attendant
2615 School Lunchroom Helper
2630 School Lunchroom Cook
2708 Custodian (See Article 17.D.)
2716 Custodial Assistant Supervisor (See Article 17.D)
7441 Toolroom Mechanic and Custodian
7524 Institution Utility Worker

1. Current Employees

Current Full-Time Employees

Annually, no later than September 30th, the District will provide: two (2) new uniform shirts, $150 for the purchase of two (2) pairs of pants/skirts, and shoe allowance of $225 for the purchase of one (1) pair of work shoes/boots to each current employee.

Current Part-Time Employees

Annually, no later than September 30th, the District shall provide one (1) uniform shirt and $75 for the purchase of one (1) pair of pants/skirts to each part-time employee. Current part-time employees shall receive a $225 shoe allowance for the purchase of one (1) pair of work shoes/boots every other year.

2. New Employees

New Full-Time Employees

Within six (6) months of hire, new full-time employees shall be provided: five (5) uniform shirts upon hire, a uniform allowance of $300 for the purchase of five (5) pairs of pants/skirts, and $225 shoe allowance for one (1) pair of work shoes/boots.

New Part-Time Employees

Within six (6) months of hire, new part-time employees shall be provided: a proportionate share of uniform shirts, a proportionate share of a uniform allowance for the purchase of pants/skirts, and a $225 shoe allowance for one pair of work shoes/boots.

Employees identified as needing safety footwear will be required to wear safety footwear at all times when performing their work assignments.

A. Subcontracting

1. The subcontracting of work by the District shall be consistent with its obligations under California Education Code 88003.1.

2. The District will provide the Union with a copy of the "Request for Proposal" or any contract for services where represented classifications could potentially perform such services. Such notification shall occur prior to the approval of the contract or proposal.

3. Prior to the subcontracting of services performed by represented classifications, the District, upon written request by the Union after receipt of the notice in Section A.2 above, shall meet with the Union to negotiate, consistent with its legal obligation, proposals advanced by the Union as an alternative to subcontracting and/or the impact of such subcontracting.

4. The District abides by a general principle of not contracting out, shall not contract out work routinely performed by SEIU bargaining unit personnel which results in loss of an employee's current job or hours. The District will abide by California Education Code 88003.1. If the District contemplates contracting out any SEIU bargaining unit work, the District shall give advance notice to SEIU and must engage in full good faith meet and confer.

   In an emergency situation, the District will give ten (10) working days notice and engage in full good faith meet and confer.

A. District Voluntary Reduced Work Week

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

B. District Voluntary Unpaid Time Off Program

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

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

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

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

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

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

C. Furlough

1. By mutual agreement, there were no mandatory unpaid furloughs of any duration for any represented employees from date of ratification of the CBA for the term beginning July 1, 2007 through June 30, 2008.

2. Furlough Days were implemented in 2011-2012 as indicated in the attached Spring 2012 supplemental agreement (Exhibit I).

3. Twelve (12) Furlough Days were implemented for the period from July 1, 2012 through June 30, 2013, as set forth in the attached October 2012 supplemental agreement (Exhibit J).

D. Furlough Prevention

1. The District shall follow the procedures set forth in Article 21.E in the event of any furloughs.

2. In the absence of a mutual agreement to the contrary, any furloughs that are implemented other than as specifically authorized in Article 31.C above or as otherwise specifically agreed upon in writing shall be limited to three days per year, per employee, and shall be equitably distributed among all of the employees. Upon request, either party shall meet with the other in good faith to discuss specific implementations of furloughs on a different basis. In all cases, furloughs shall be unpaid and employees shall be precluded from using any form of paid leave or compensatory time for the period in issue. Any bargaining unit employee who is furloughed shall be credited with an equivalent amount of paid time off to be used in future years of employment. This paid time off may not be cashed out under any circumstances.

3. The decision of the Chancellor to impose furloughs under this subsection and the Chancellor's determination of how the furlough shall be imposed shall be final and not subject to the grievance procedure.

A. Definition

1. Overtime

Overtime is defined to mean hours worked either in excess of an eight- (8) hour day or a forty- (40) hour work week. For purposes of overtime eligibility and calculations, the workweek shall (other than where a different specific work week has been designated in connection with an approved Flexible Work Schedule under Article 44.C) be defined as beginning at 12:00 a.m. on Saturday and ending at 11:59 p.m. on Friday. Those electing to work ten- (10) or twelve- (12) hour work days, as part of a flexible work schedule, shall be compensated for all hours worked in excess of either a ten- (10) or twelve- (12) hour work day, as applicable.

2. Hours Worked

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

B. Assignment of Overtime

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

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

Requests for overtime records shall be made to the Chief Human Resources Officer (CHRO). Requests for such records shall be reviewed in accordance with applicable law.

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

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

C. Overtime Compensation

1. Overtime Compensation Rate

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

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

2. Compensatory Time

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

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

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

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

D. Overtime for "Z" Employees

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

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

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

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

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

A. Night Duty

1. Assigned Shifts

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

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

Employees who work a shift that includes the hour before midnight (12:00 a.m.) paid at the 8% premium rate, and who as part of that same shift also work less than one (1) full hour after midnight (12:00 a.m.) shall be paid ten percent (10%) more than the base rate for time worked after midnight (12:00 a.m.) but before 1:00 a.m.

2. Overtime

Employees shall be paid night duty compensation, eight percent (8%) more than the base rate, when working authorized overtime at least one (1) full hour between the hours of 5:00 p.m. and midnight (12:00 a.m.), and ten percent (10%) more than the base rate when working authorized overtime of at least one (1) full hour between the hours of midnight (12:00 a.m.) and 7:00 a.m. If an employee works authorized overtime of less than one (1) full hour after midnight (12:00 a.m.), following work time between 5 p.m. and midnight (12:00 a.m.) which was being paid at the eight percent (8%) premium level, the eight percent (8%) premium will continue to apply during the authorized overtime worked after midnight (12:00 a.m.) and before 1:00 a.m.

B. Interpreter/Translator Pay for Designated Bilingual Positions

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

C. Additional Compensation for a Sixth or Seventh Consecutive Workday

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

A. Holidays

Designation of Holidays

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

Independence Day Observed
Labor Day
Veterans' Day Observed
Thanksgiving Day
"Day after Thanksgiving"
Christmas Day Observed
New Year's Day Observed
Dr. Martin Luther King Jr.'s. Birthday Observed
Lincoln’s Birthday Observed
Washington's Birthday Observed
Cesar Chavez Birthday
Memorial Day
Juneteenth
Three Floating Holidays

B. Holiday Compensation for Time Worked

1. Employees required by an administrator or his/her designee to work on any of the above-specified holidays, excepting floating holidays, shall be paid extra compensation at the rate of time and one-half (1½) the usual rate of pay for all regularly scheduled hours worked; provided, however, that at an employee's request and with the approval of the administrator or his/her designee, an employee may be granted compensatory time off in lieu of paid overtime at the rate of time and one-half (1½).

2. A holiday is calculated based upon an employee’s regularly scheduled work day.

3. Employees occupying positions determined as being exempt from the Fair Labor Standards Act and designated by a "Z" shall not receive extra compensation for holiday work, but shall be granted compensatory time off equivalent to the time worked at the rate of one-and-one-half (1½) time for work on the holiday.

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

1. Employees assigned to seven- (7) day operation departments or work units or employees working a five- (5) day work week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off. Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of their days off.

2. Employees regularly scheduled to work on a holiday which falls on a Saturday or Sunday shall observe the holiday on the day it occurs, or if required to work shall receive holiday compensation for work on that day. An employee shall receive holiday compensation only for either the day upon which the holiday occurs or the day upon which the holiday is observed. Holiday compensation shall not be paid for work on the Friday preceding a Saturday holiday nor on the Monday following a Sunday holiday.

3. If the provisions of this section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, he/she shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate supervisor with the approval of the administrator or his/her designee. Such days off must be taken within the fiscal year. In no event shall the provisions of this section result in such employee receiving more or fewer holidays than an employee on a Monday-through-Friday work schedule. Departments or work units will use their best efforts to grant each employee qualifying for paid holidays at least one (1) of the following two (2) holidays off: Christmas Day or New Year's Day.

D. Holiday Pay for Employees Laid Off

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

E. Employees Not Eligible for Holiday Compensation

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

F. Part-time Employees Eligible for Holidays

1. Part-time employees who regularly work a minimum of twenty (20) hours in a biweekly pay period shall be entitled to holidays as provided in Section A on a proportionate basis.

2. Regular full-time employees are entitled to 8/80 or 1/10 time off when a holiday falls in a biweekly pay period; therefore, part-time employees, as defined in the immediately preceding paragraph, shall receive a holiday based upon the ratio of 1/10 of the total hours regularly worked in a biweekly pay period. Holiday time off shall be determined by calculating 1/10 of the hours worked by the part-time employee in the biweekly pay period immediately preceding the pay period in which the holiday falls. The computation of holiday time off shall be rounded to the nearest hour.

3. The proportionate amount of holiday time off shall be taken in the same fiscal year in which the holiday falls. Holiday time off shall be taken at a time mutually agreeable to the employee and the administrator or his/her designee.

G. Time Off for Voting

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

H. Floating Holidays - Scheduling

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

I. Additional Days Off with Pay

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

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

2. Bargaining unit employees shall be granted five additional paid days off during Spring Break, subject to the provisions of the Cesar Chavez/Floating Holiday Side Letter (Exhibit K).

A. Salary Step

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

1. Promotive Appointment in a Higher Class

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

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

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

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

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

2. Nonpromotive Appointment

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

3. Appointment Above Entrance Step

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

3.1. A former permanent District/City employee, following resignation with satisfactory service, is being reappointed to a permanent position in his/her former classification; or

3.2. Loss of compensation would result if appointee accepts position at the normal step; or

3.3. A severe, easily demonstrated and documented recruiting and retention problem exists, such that all District appointments in the particular class should be above the normal step; or

3.4. An appointment is made from an eligible list resulting from an examination announcement issued prior to July 1, 1989, which provided that appointments would be made at a step above the entrance rate; and

3.5 The Chief Operating Officer certifies that funds are available. To be considered, requests for adjustment under the provisions of this Section must be received in the offices of the Human Resources Department not later than the end of the fiscal year in which the appointment is made.

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

4. Reappointment Within Six Months

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

B. Compensation Adjustments

1. Prior Fiscal Year Promotion

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

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

2. Salary Step Increase in Next Lower Rank Classification

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

3. Continuation of Salary Step Earned Under Temporary Appointment

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

4. Salary Step Anniversary Date Adjustment

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

C. Compensation Upon Transfer or Reemployment

1. Transfer

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

2. Reemployment In an Intermediate Classification

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

3. Reemployment In a Formerly Held Classification

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

A. Entry at the First Step

1. Advancement Through Salary Steps

Employees working (20) hours per week or more shall advance to the second step upon completion of six months of service and to each successive step through Step 5 upon completion of the one- (1) year required service. See Article 37.E-G, Wages for requirements for Steps 6 through 10.

2. School Term Positions

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

B. Entry at Other Than the First Step

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

C. Date Increment Due

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

D. Lay-Off

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

E. Exceptions

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

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

A. Wages

Fiscal Year 2022-2024.

The salary schedule shall be increased by 7%. This will cover Fiscal Year 2022-23

Fiscal Year 2024-2025

The salary schedule shall be increased by 2%.

Fiscal Year 2025-2026

The District Proposes to have re-openers with SEIU if the Hold Harmless funding is removed and we will not know the State COLA.

Alternative Reopener Clause

The clause and all of its related provisions are to sunset as of June 30, 2026, or when it's utilized to reopen wages (Article 37) at any point during the term of the July 1, 2023 through June 30, 2026 collective bargaining agreement, whichever occurs first.

For the duration of this agreement (July 1, 2023, through June 30, 2026), after any other group (with the exception of the SFBCTCU) receives a cumulative wage increase of more than 10% during the period of this agreement (July 1, 2023, through June 30, 2026), SEIU and the District will reopen and negotiate on wages (Article 37) and two non-economic items. The reopening of wages (Article 37) shall only apply to the fiscal years ended June 30, 2025, and June 30, 2026. When this reopener is utilized, either party shall be able to negotiate wages for both the fiscal years ended 2025 and 2026.

Upon signing this clause, both parties agree that this language supersedes the 2025-26 reopener language tentative agreement signed October 19, 2023, and this language shall no longer apply to this collective bargaining agreement and may not be used by either party.

1. Equity adjustments identified in “Exhibit A” (of the class/comp study) shall be implemented January 1, 2020.

2. The term of the CBA shall be two years, effective July 1, 2020.

3. A one-time, off schedule payment shall be made as follow:
    a. $800 for each FT employee
    b. $350 for each PT employee
    c. Payment shall be made via a physical payroll check which shall be distributed by SEIU at the SEIU bungalow.
        i. SEIU shall require all employees to sign for receipt of the check
        ii. Checks shall be issued in mid-January 2020

4. The class/comp study shall be implemented effective July 1, 2020.

5. The following shall be implemented effective July 1, 2020
    a. 8272 classification shall receive a total 13.75% increase, with a maximum of 7% July 1, 2020, 6.75% effective July 1, 2021; and
    b. 8204 classification shall receive a total increase of 16.74% increase, with 10% effective July 1, 2020 and 6.74% effective July 1, 2021

6. Upon implementation of the class/comp increase for the 7397 classification, an adjustment shall be made in years 1 and years 2 for the 7396 classification to maintain the current 22% differential between the two classifications

7. Compensation for classifications 1404 and 1424 shall be the same and shall receive the same increase identified for the 1404 classification in the class/comp study. Likewise, 1406 and 1426 shall be the same and shall receive the same increase identified for the 1406 classification identified in the class/comp study.

8. Collapse 3597 and 3599 into the 3598 classification. Incumbents in 3597 and 3599 shall be compensated based on the 3598 pay range so long as they meet the minimum qualifications (MQs). The District further agrees to abolish the 3597 and 3599 classifications.

9. A new job description shall be developed reflecting the combined duties of the 1776 and 1762 classifications. Incumbents shall be compensated at the 1762 rate of pay.

10. The salary increases for 1402 and 1406 classification shall be the same as the 1404 (i.e., 7% in year one, 10.5% in year two).

11. Five individuals whose classifications were not adequately addressed during the class/comp study shall be resolved in VRG within 60 days after ratification and Board adoption of the successor CBA.

B. Retirement Pickup

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

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

C. Methods of Calculating Salary/Electronic Payroll

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

D. Step 6 of the District Salary Schedules

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

E. Step 7 of the District Salary Schedules

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

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

F. Step 8 of the District Salary Schedules

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

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

G. Steps 9 and 10 of the District Salary Schedules

1. Effective July 1, 2016, Step 9 shall represent five percent (5%) over Step 8. Eligible for movement to Step 9 are those employees working twenty hours or more per week with twenty-five (25) or more years of service in the Civil Service system for the City and County of San Francisco as of June 30, 2016, or thereafter, provided that the twenty (20) most recent years of service have been with the District.

2. Effective July 1, 2018, Step 10 shall represent five percent (5%) over Step 9. Eligible for movement to Step 10 shall be those employees working twenty hours or more per week with thirty (30) or more years of service in the Civil Service system for the City and County of San Francisco as of June 30, 2018, or thereafter, provided that the twenty-five (25) most recent years of service have been with the District.

H. Budget Work Group

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

I. Salary Step Increments 2009-2010

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

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

J. Salary Step Increments 2010-2011

1. Definitions:

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

   b. Group II: Identified group of employees whose salary step increments scheduled to be implemented on salary anniversary dates falling between July 1, 2010 and June 30, 2011.

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

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

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

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

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

   Employees who retired from District service with an effective date on or between July 10, 2010 and June 30, 2011, and who w ould have been entitled to a salary step increment on salary anniversary dates falling between July 1, 2010 and June 30, 2011, received a retroactive salary step increase. This retroactive salary step increase covered the period running from date the salary step increment was due through the date of retirement, as appropriate.

4. For Group III employees, effective July 1, 2010 through June 30, 2011, employee wages were reduced by the equivalent of 1.25 hours per each payroll in which the employee received a pay- check. For a full-time employee, this reduction was equivalent to approximately thirty- two (32) hours per employee for Fiscal Year 2010-2011. In accordance with Article 31, but subject to the provisions of this section, employees were credited with a commensurate amount of paid time off on July 1, 2011 to be used in future years of employment. For example, a full-time employee subject to a reduction of thirty- two (32) hours was credited with thirty-two (32) hours of paid time off on July 1, 2011. This paid time off may not be cashed out under any circumstances.

5. Adjustments to salary step implementation in Fiscal Year 2009-2010 and 2010-2011 shall not modify the service requirement or salary anniversary dates for employees on Steps 5, 6, 7 and 8. For example, an employee with a salary anniversary date of August 1 who received a Step 6 increment in 2007 remained eligible for a Step 7 increment on August 1, 2012.

K. Employees shall not be eligible for two salary steps in any fiscal year.

A. Temporary Assignment

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

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

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

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

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

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

B. Temporary Assignment Pay

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

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

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

C. Temporary Assignment Disputes

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

The Chief Human Resources Officer (CHRO) or the Chancellor/Appointing Officer or designee shall review the claim and shall either approve and submit the claim for payment, or deny the claim.

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

1.1 The designee disagrees that the assignment is out of class or;

1.2 The designee considers the assignment improper, in which case the assignment shall be terminated, but the employee's pay claim will be honored.

If the Union or the employee does not agree with the written explanation, either can request an informal meeting which will be convened within two weeks with the Chief Human Resources Officer (CHRO) and the appropriate Vice Chancellor to assess the facts and the reasons for denial.

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

A. Vacation Accrual

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

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

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

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

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

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

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

   2.2 Through June 30, 2014, employees continue to accrue their vacation above the CAP. After June 30, 2014, employees shall not accrue vacation hours above the CAP as stated in Article 39.A.1.

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

Vacation Accrual over CAP

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

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

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

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

B. Vacation Pay

1. In computing vacation pay, no employee shall be considered to work more than five days each week. Vacation pay for employees working less than a five-day week shall be computed proportionately.

2. Vacation pay shall include all premiums and differentials that an employee earns during the regular work year.

3. If a holiday occurs during an employee's vacation and the employee would as a matter of law have been entitled to said day as a regular day off, such holiday shall not be considered a day of vacation chargeable to the employee's vacation allowance.

4. An employee with one year or more of service who ceases to be employed by the District and who has neither received nor waived his current annual vacation allowance shall receive a pro-rata payment for all service performed since January 1 of the calendar year in which he ceases to be employed, together with an amount equivalent to any accumulated vacation allowance due the employee.

C. Vacation Planning/Scheduling

1. Requests for vacation shall be made on the appropriate District form as early as possible. Individual work units may establish reasonable deadlines for employees' submission of vacation requests. Any subsequent changes in vacation schedules require the approval of the appropriate administrator and/or his/her designee at least one week prior to the requested change.

2. Subject to the approval of the appropriate administrator or his/her designee, vacation periods shall be scheduled by mutual agreement of the employee and his/her supervisor whenever possible. Approval of vacation shall not be withheld for arbitrary or capricious reasons. In the event of a conflict where employees in the same classification or performing the same function desire the same vacation period, the supervisor shall make every effort to grant the preference of the most senior employee or employees, after taking into account the needs of the District. Any changes in vacation schedule shall require prior notice to the affected employees and an employee's authorized vacation shall not be arbitrarily changed.

3. The Union and the District agree that more systematic planning for vacations at the departmental and work-unit levels would allow employees to better schedule and take vacations while ensuring that the work of the District is accomplished. To accomplish this goal, the parties shall work cooperatively to identify the best practices with respect to vacation planning and scheduling, including timely dissemination of information to facilitate the planning and scheduling process.

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

5. Should employees with vacation accrual balances over the CAP not schedule vacation in order to burn down the accrual balances over the CAP, the District reserves the right to schedule the employee's vacation.

6. When employees above the CAP are on extended paid leave, they shall meet with HR upon their return to review their burn down schedule.

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

1. Employees of the District may individually transfer their accrued sick leave or vested vacation allowance credits to another individual employee of the District/City and County of San Francisco who has been determined to have sustained a life- threatening illness or injury, and who has exhausted his/her vacation allowance, sick leave and compensatory time off. Such employee shall be determined to be catastrophically ill.

2. Employees of the District may individually transfer their accrued sick leave, banked RWW hours, or vested vacation allowance credits to classified employees of the District who have been determined eligible to receive such donations by the Classified Voluntary Sick Leave Bank Committee. The Classified Voluntary Sick Leave Bank Committee shall consist of two (2) District representatives and two (2) Union representatives. This Committee shall administer the District-only catastrophic sick leave application, donation, transfer, and banking conducted pursuant to this paragraph.

3. The maximum donation of sick leave/vacation/RWW credits that an employee may transfer pursuant to this policy per calendar year is 480 hours (12 weeks) to each of the catastrophic leave banks established above, for a total of 960 hours (24 weeks). Sick leave/vacation credits must be transferred in 8-hour increments and may be transferred only once per pay period, per recipient. All transfers are final and irrevocable.

ARTICLE 41 MANAGEMENT RIGHTS

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

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

A. Probationary Period

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

B. Duration of Probationary Period

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

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

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

D. Impact of Provisional Service on Probationary Period

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

A. Responsibility of the Employee

1. Each employee is expected to report on time for his/her scheduled work assignment each day.

2. If for any reason it is impossible for the employee to report to work or to report to work at his/her scheduled work time, it shall be the responsibility of the employee to notify the appropriate administrator or his/her designee of this fact prior to the established reporting time unless the employee is unable to give such notice in the circumstances; in such a case the employee shall give notice as soon as possible.

3. The consent of the administrator or his/her designee must be obtained in advance of any absence unless the necessity for the absence cannot reasonably be anticipated in advance. An employee must keep the administrator or designee informed of when he/she plans to return to work.

B. Work Unit: Reporting Obligations

The District shall be responsible for initially familiarizing each new employee with the specific reporting obligations of his/her work unit; the District shall also be responsible for making certain that each employee in a specific work unit is advised of any changes in the reporting obligations of his/her work unit. Employees are also responsible for familiarizing themselves with the specific reporting obligations of their work unit as provided to them by the District.

A. Definitions

1. A work day is a tour of duty of eight (8) hours completed within not more than nine (9) hours.

2. A work week is a tour of duty on each of five consecutive days. However, employees who are moving from one shift or one work schedule to another may be required to work in excess of five consecutive working days in conjunction with changes in their work shift or schedule.

3. A part-time work schedule is a tour of duty of less than forty hours per week.

4. The work year is two thousand eighty (2080) hours (2088 in leap year). This definition is not applicable to school-term-only employees.

B. Work Schedule Changes

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

1. All other factors being equal, in the event that more than one reassignment request is made for the same schedule, the qualified employee with the most seniority in the class and department/work unit shall be offered that schedule.

2. If no employee applies for a particular schedule, the schedule may be filled by Choosing the employee with the least seniority in the class and department/work unit.

3. The evaluation of qualifications, ability and operational practicality shall be a management determination, and shall not be arrived at in an arbitrary or capricious manner.

C. Alternate Work Schedules

1. Upon the request of the Union and the District, the District's Chief Human Resources Officer (CHRO) and the Union will meet and negotiate on the subject of alternate work schedules.

2. Flexible Work Schedule

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

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

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

D. Shift or Work Schedule Exchange

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

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

E. Reduced Work Week – Use of RWW Time

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

2. Notwithstanding the provisions in Sections 44.A and 44.C.2 of the Collective Bargaining Agreement, full-time bargaining unit employees shall work a

reduced workweek of 37.5 hours without a reduction in compensation. The workweek will be prorated for employees scheduled to work twenty (20) hours per week or more. Public safety personnel (classifications 8204, 8272 and 1704 only) work a 40 hour workweek.

3. RWW Schedules

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

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

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

4. Use of RWW Time

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

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

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

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

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

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

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

6. Accounting for Paid Time Off

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

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

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

7. Premium Pay

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

8. Retirement

To the extent allowable by law, for purposes of accounting for time worked under the San Francisco Employees Retirement System (SFERS) or, for 8204 Institutional Police Officers, the Public Employee Retirement System (PERS) the time of employees working under the RWW configuration shall be reported as 37.5 hours worked and 2.5 hours RWW time, totaling 40 hours worked per week, with appropriate pro rating for eligible part-time personnel.

9. Orientation of Supervisors and Managers

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

10. Continuation of RWW

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

ARTICLE 45 PUBLIC APPRENTICESHIP PROGRAM

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

ARTICLE 46 REQUIRED TRAVEL REIMBURSEMENT

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

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

ARTICLE 47 EARLY RETIREMENT

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

A. Employees shall have a reasonable expectation of privacy and to be secure from unreasonable searches and seizures on his/her person and his/her work area to the extent provided by law and District policy. Accordingly, the District and the Union are committed to working together to finalize and implement a District-wide policy on electronic privacy.

B. Management shall make reasonable efforts to conduct meetings with employees concerning deficiencies in work performance in private, or in a location sufficiently removed from the hearing and visual range of other persons.

ARTICLE 49 CLIMATE JUSTICE

Climate Justice

SEIU Local 1021 proposes the creation of a committee comprised of impacted stakeholder representatives at CCSF to better understand and seek viable solutions for addressing the existing climate crisis.

The Committee will develop a master plan on matters of climate and environment with the aim of CCSF reaching zero carbon emissions by 2030. The Committee will give input as to the development of the Green Careers curriculum to train, educate and create climate and environmental careers.

The parties agree as follows:

- The District shall create a Climate Justice Transition Committee. The committee members shall be comprised of administrators (Facilities/Buildings & Grounds), classified, faculty, and students. Each group shall hold two (2) voting seats on the committee.

- The Committee shall make recommendations on matters related to climate and environment to the CCSF Chancellor and the Board of CCSF.

  This shall include, but not limited to:

  - Air Quality
  - Energy Efficiency
  - Vehicles/Transportation
  - Housing
  - Heat Abatement and Green Spaces
  - Organic Food
  - Sustainability
  - Safety

- The Committee shall seek to address and make recommendations on all matters related to climate and environment with focus on viability and monetary self-sufficiency, including generating savings, shall identify and apply for all private, state and federal funding for recommended projects.

  Example: New funding in the Inflation Reduction Act, which was signed into law in August 2022 and dedicated approximately $370 billion to fighting climate change, can be used to ease the clean energy transition/efficiencies for Educational Institutions.

- The District agrees to transition to a green cleaning program immediately ending the use of non-green cleaning products and requiring the purchase of clearly-labeled green cleaning products and low VOC paints produced under ethical fair labor conditions.

The District shall provide staff with a green cleaning training program and certification on environmentally-friendly cleaning, storing, and disposal techniques, with appropriate pay raises.

- The District and SEIU agree that any savings generated as a result of the Climate Justice Transition implementation shall be equitably made available for future negotiations of district employee salaries.

If the District receives new funding in the Inflation Reduction Act, the District agrees to meet and confer with SEIU regarding the potential impacts to bargaining team members.

ARTICLE 50 AFFORDABLE HOUSING

Balboa Reservoir Housing Project

If the lower reservoir is developed and housing is made available to City College employees, the District agrees to meet and confer with SEIU regarding the possible implementation of a future employee housing program.

Exhibit A

LISTING OF CLASSIFICATIONS

NOTE: The following classifications were reviewed and updated on June 16, 2021. The parties shall review the listing of classifications at least annually and update as needed.

1032	IS TRAINER-JOURNEY
1033	IS TRAINER-SENIOR
1041	IS ENGINEER-ASSISTANT
1042	IS ENGINEER-JOURNEY
1043	IS ENGINEER-SENIOR
1052	IS BUSINESS ANALYST
1053	IS BUSINESS ANALYST-SENIOR
1062	IS PROGRAMMER ANALYST
1063	IS PROGRAMMER ANALYST-SENIOR
1064#	PROGRAMMER ANALYST-PRINCIPAL
1091	IT OPS SUPP ADM I
1092	IT OPS SUPP ADM II
1093	IT OPS SUPP ADM III
1094	IT OPS SUPP ADM IV
1095#	IT OPS SUPP ADM V
1202	PERSONNEL CLERK
1203	PERSONNEL TECHNICIAN
1204	SENIOR PERSONNEL CLERK
1210	BENEFITS ANALYST
1220	PAYROLL CLERK
1222*	SENIOR PAYROLL & PERSONNEL CLERK
1224*	PRINCIPAL PAYROLL/PERSONNEL CLERK
1227	TESTING TECHNICIAN
1233	AFFIRMATIVE ACTION SPECIALIST
1310	PUBLIC RELATIONS ASSISTANT
1312	PUBLIC INFORMATION OFFICER
1314	PUBLIC RELATIONS OFFICER
1402	JUNIOR CLERK
1404	CLERK
1406	SENIOR CLERK
1408#	PRINCIPAL CLERK
1422	JUNIOR CLERK TYPIST
1424	CLERK TYPIST
1426	SENIOR CLERK TYPIST
1444	SECRETARY I
1446	SECRETARY II
1450	EXECUTIVE SECRETARY I
1452	EXECUTIVE SECRETARY II
1487	FINANCIAL AID ASSISTANT
1488	TIA-EVALUATION TECHNICIAN
1489	TIA-BUSINESS LEARNING CENTER

* Certain employees within this class have been designated CONFIDENTIAL.
\# Certain employees within this class have been designated SUPERVISORY.

EXHIBIT A

LISTING OF CLASSIFICATIONS

1490	STUDENT SERVICES SPEC.
1630	ACCOUNT CLERK
1632	SENIOR ACCOUNT CLERK
1634	PRINCIPAL ACCOUNT CLERK
1636	HEALTH SERVICE BILLING CLERK
1649	ACCOUNTANT INTERN
1650	ACCOUNTANT
1652	SENIOR ACCOUNTANT
1654	PRINCIPAL ACCOUNTANT
1657#	SENIOR SYSTEMS ACCOUNTANT
1704	DISPATCHER
1706	TELEPHONE OPERATOR
1745	TIA-COMPUTER SERVICES
1760	OFFSET MACHINE OPERATOR
1768	TIA-PHOTO/CINEMA
1770	PHOTOGRAPHER
1772	ALTERNATIVE MEDIA SPEC.
1802	RESEARCH ASSISTANT
1822	ADMINISTRATIVE ANALYST
1823#*	SR. ADMINISTRATIVE ANALYST
1824#*	PRINCIPAL ADMIN ANALYSIS
1840	JUNIOR MANAGEMENT ASSISTANT
1842#	MANAGEMENT ASSISTANT
1844#*	SR. MANAGEMENT ASSISTANT
1914	FILM SERVICE TECHNICIAN
1920	INVENTORY CLERK
1922	SENIOR INVENTORY CLERK
1927	TIA-PHYSICAL EDUCATION
1930	WAREHOUSE WORKER
1932	ASSISTANT STOREKEEPER
1934	STOREKEEPER
1936	SENIOR STOREKEEPER
1950	ASSISTANT PURCHASER
1952	PURCHASER
1956	SENIOR PURCHASER
2105	PATIENT SVCS FIN TECH
2402	LABORATORY HELPER
2430	MEDICAL EVALUATIONS ASSISTANT
2439#	TIA-STOREROOM MANAGER
2447	TIA-CHEMISTRY
2502	ATHLETIC TRAINER
2586	HEALTH WORKER II
2608	SUPPLY ROOM ATTENDANT

* Certain employees within this class have been designated CONFIDENTIAL.
\# Certain employees within this class have been designated SUPERVISORY.

EXHIBIT A

LISTING OF CLASSIFICATIONS

2615	SCHOOL LUNCHROOM HELPER
2630	SCHOOL LUNCHROOM COOK
2708	CUSTODIAN
2716	CUSTODIAL ASSISTANT SUPERVISOR
2992	CONTRACT COMPLIANCE OFFICER
3210	SWIMMING INSTRUCTOR/POOL
3248	PIANIST
3374	VOLUNTEER/OUTREACH COORDINATOR
3536	TIA-PERFORMING ARTS
3537	TIA-MEDIA SERVICE MANAGER
3538	TIA-LANGUAGE LAB
3598	SCHOOL AIDE III
3616	LIBRARY TECHNICIAN ASSISTANT
3618	LIBRARY TECHNICIAN ASSISTANT II
4320	CASHIER I
4321	CASHIER II
4322	CASHIER III
5260	ARCHITECTURAL ASSISTANT I
5265	ARCHITECTURAL ASSOCIATE I
5266	ARCHITECTURAL ASSOCIATE II
5320	ILLUSTRATOR & ART DESIGNER
5322	GRAPHIC ARTIST
5384	TIA-ELECTRONIC TECHNICIAN
5502	PROJECT MANAGER I
5504	PROJECT MANAGER II
5506	PROJECT MANAGER III
5508	PROJECT MANAGER IV
5638	ENVIRONMENTAL ASSISTANT
6138	INDUSTRIAL HYGENIST
7302	AUDIO VISUAL EQUIPMENT TECHNICIAN
7396	TIA-BROADCAST EQUIPMENT TECHNICIAN
7397#	TIA – SR. BROADCAST EQUIP. TECH
7441	TOOL ROOM MECHANIC & CUSTODIAN
7444	PARKING METER REPAIRER
7524	INSTITUTION UTILITY WORKER
8204	INSTITUTIONAL POLICE OFFICER
8272	TIA-CAMPUS CONTROL
9702	EMPLOYMENT & TRAINING SPECIALIST I
9704	EMPLOYMENT & TRAINING SPECIALIST III
C148	ED CREDENTIALS TECH
C177	SENIOR PRINT PRODUCTION SUPERVISOR

* Certain employees within this class have been designated CONFIDENTIAL.
\# Certain employees within this class have been designated SUPERVISORY.

EXHIBIT B

GRIEVANCE FORM
SFCCD – SEIU LOCAL 1021

EMPLOYEE NAME		EMPLOYEE CLASSIFICATION	CLASSIFICATION NUMBER
EMPLOYEE STATUS (Check one.) o Regular Civil Service o Limited Tenure o Probationary Promotive o Exempt Permanent o School Term Only	o Temporary o Probationary Entrance o Non-Civil Service o Exempt	EMPLOYEE HOURS PER WEEK	UNION REPRESENTATIVE/ STEWARD NAME
DATE OF ALLEGED GRIEVANCE		*DEPARTMENT/SITE YOU WORK IN*	*DATE OF FILING THIS STATEMENT*
SPECIFIC ARTICLES, SECTIONS, ORDINANCES, PROVISIONS ALLEGED TO HAVE BEEN VIOLATED			
EMPLOYEE STATEMENT OF ALLEGED VIOLATION. WHAT OCCURRED?			
WHAT REMEDY OR ACTION DO YOU REQUIRE OR BELIEVE NECESSARY TO RESOLVE THIS ALLEGED GRIEVANCE?			

		DATE RECEIVED	DATE OF CONFERENCE, IF ANY	DATE OF RESPONSE	DATE GRIEVANT RECEIVES RESPONSE
STEP 1	IMMEDIATE SUPERVISOR				
STEP 2	NEXT HIGHER MANAGER				
STEP 3	CHANCELLOR/APPOINTING OFFICER DESIGNEE				
ATTACH RESPONSE TO GRIEVANCE o		RETAIN COPY o		RETURN TO EMPLOYEE o	
ARBITRATION – DATE OF REQUEST					

ATTACH ALL RESPONSES, ALL EXTRA PAGES, ALL INFORMATION TO THIS FORM. TIME IS OF THE ESSENCE IN ALL MATTERS.

EXHIBIT C

City College of San Francisco

EMPLOYEE ENROLLMENT FEE WAIVER PROGRAM

Term Applying for: **Fall _____** **Spring _____** **Summer_____**

Complete this form prior to or at the time of registration and return to the **Human Resources Department, Ocean Campus.**

Name:_____SSN: _____

Department:_____Work Location: _____

Job Classification and Title: _____

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

Employee Signature:_____ Date: _____

Do not write below the line.

Human Resources Only

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

□ Eligible ☐ Not Eligible

Signature:_____

Date:_____

Administrative Services

Date Received: _____

Total Units and As-Of Date Verified

Units:_____Date: _____

Signature:_____

Date of Fee Reversal: _____

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

Copy Distribution: Human Resources; Administrative Services; Employee

FLEXIBLE WORK SCHEDULE FORM (Article 44)

CITY COLLEGE OF SAN FRANCISCO
Date:

MEMORANDUM

TO: Classified Employees

FROM: Clara Starr, Associate Vice Chancellor
Human Resources

RE; FLEXIBLE WORK SCHEDULE

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

EMPLOYEE NAME:_____

EMPLOYEE CLASSIFICATION:_____

DEPARTMENT/SITE IN WHICH EMPLOYEE WORKS:_____

PROPOSED DATE TO BE WORKED:_____

PROPOSED STARTING TIME:_____

PROPOSED QUITTING TIME:_____

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

APPROVED BY:_____
Administrator or Designee

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

_____
Employee

Rule 117
Probationary Period

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

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Sec. 117.1 **Requirement for a Probationary Period**

Sec. 117.2 **Definition of Probationary Period**

Sec. 117.3 **Appointments Subject to the Probationary Period**

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

Sec. 117.5 **Credit for Probationary Period**

Sec. 117.6 **Successive Probationary Appointment**

Sec. 117.7 **Report of Completion of Probationary Period**

Sec. 117.8 **Voluntary Resumption of the Probationary Period**

Sec. 117.9 **Release of Employee During the Probationary Period**

Rule 117
Probationary Period

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

Sec. 117.1 Requirement for a Probationary Period

117.1.1 Any person appointed to a permanent civil service position shall serve a probationary period.

117.1.2 Nothing in these provisions is intended to infringe upon or restrict the authority of an appointing officer in releasing a probationary employee as provided in these Rules.

Sec. 117.2 Definition of Probationary Period

The probationary period is defined as:

117.2.1 The final and most important phase of the selection process and is to be used for evaluating the performance of an employee in the position to which appointed; and

117.2.2 A period of regularly scheduled hours worked, excluding any time off for leave, vacation, other types of time off (not including legal holidays), or overtime.

Sec. 117.3 Appointments Subject to the Probationary Period

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

117.3.1 Appointment from an eligible list;

117.3.2 Appointment following layoff or involuntary leave when the appointment is to a class and/or department other than the one from which laid off, or when a probationary period has not been previously served in the class and department;

117.3.3 Appointments by transfer to a position in the same class in another department, status transfer under the status rights of Americans With Disabilities Act provisions of these Rules, or technological transfer;

117.3.4 Reappointment of resignees;

Sec. 117.3 Appointments Subject to the Probationary Period (cont.)

117.3.5 Reinstatement at the request of the employee to a permanent position in a former class in a department other than a department in which the probationary period had been completed in this former class;

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

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

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

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

Sec. 117.5 Credit for Probationary Period

117.5.1 Time served while on leave of absence to serve under exempt, temporary civil service, or provisional appointment under the same appointing officer in another class during the probationary period may be counted toward the completion of the probationary period for the class from which leave was granted. Appointing officers shall notify the Department of Human Resources in writing of such appointments.

117.5.2 An appointing officer may credit as probationary time served, an employee's prior full-time service in a permanent position in the same class, excluding probationary time. Such credits shall not exceed one-half (1/2) of the required length of the probationary period.

117.5.3 An appointing officer may credit periods of limited-term transfer toward the completion of the probationary period as provided in the transfer provisions of these Rules.

Sec. 117.6 Successive Probationary Appointment

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

Sec. 117.7 Report of Completion of Probationary Period

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

Sec. 117.8 Voluntary Resumption of the Probationary Period

117.8.1 When agreed upon by an appointing officer and an employee, and with the approval of the Human Resources Director, a permanent employee past the probationary period may voluntarily agree to serve a new probationary period in lieu of the department dismissing the employee.

117.8.2 The duration of the resumed probationary period shall not exceed six (6) calendar months.

117.8.3 During this resumed probationary period, should the employee fail to abide by the terms and conditions of the probationary period set by the department, subsequent action may be taken.

117.8.4 This resumed probationary period is subject to all terms and conditions of a probationary period as provided elsewhere in these Rules.

Sec. 117.9 Release of Employee During the Probationary Period

117.9.1 Authority and procedures for release of probationary employee.

1) An employee may be released by the appointing officer at any time during the probationary period upon written notice to the employee and the Human Resources Director.

2) Consistent with these Rules and subject to the approval of the Commission, the Human Resources Director shall establish and promulgate procedures for administering and processing the release of probationary employees.

Sec. 117.9 Release of Employee During the Probationary Period (cont.)

117.9.2 Release of probationary employee for disciplinary reasons.

1) If the release of a probationary employee is for disciplinary reasons, a determination of the employee's future employability shall be as provided in this section.

2) The decision on future employability reached through the procedures established under these Rules shall be final and shall not be subject to reconsideration.

3) The Executive Officer shall establish and promulgate the administrative process and procedures including the time frame for filing requests for future employability hearings.

117.9.3 Reversion to Former Class - Released Promotive Probationary Employee.

1) Except if the release is for disciplinary reasons and subject to approval of the Human Resources Director, an employee released during a promotive probationary period shall revert to a position in the class from which promoted. If necessary, displacements in the former class shall occur.

2) Except for reasons beyond the control of the Commission or the Human Resources Director, reversion of a released promotive probationary employee shall be accomplished not later than thirty (30) days from the effective date of the employee's release.

3) The Human Resources Director shall establish and promulgate the administrative process and procedures for the reversion of a released promotive probationary employee.

Rule 120
Leaves of Absence

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

Article I: Leaves of Absence - General Requirements

Article II: Sick Leave - General Provisions

Article III: Sick Leave With Pay

Article IV: Sick Leave Without Pay

Article V: Compulsory Sick Leave

Article VI: Disability Leave

Article VII: Military, War Effort and Sea Duty Leaves

Article VIII: Unpaid Administrative Leave or Furlough

Article IX: Other Leaves of Absence

Article X: Appeal Procedures

Rule 120
Leaves of Absence

Article I: Leaves of Absence - General Requirements

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

Sec. 120.1 Leaves of Absence - General Requirements

120.1.1 Leaves of absence, hereinafter referred to in this Rule as "leave," shall be governed by the provisions of this Rule. For the purpose of this Rule, "appointing officer" shall mean all elected officials; all department heads designated by the Charter as appointing officers; and all Boards and Commissions when officiating as appointing officers.

120.1.2 Requests for leave shall be subject to the approval of the appointing officer or designee. The decision of the appointing officer or designee is final unless provision for appeal is specifically granted in this Rule. Such requests for appeal shall be processed in accordance with the appeal procedure provided in this Rule. Requests for military, maternity, or witness or jury duty leave shall be granted as provided herein.

120.1.3 Beginning January 1, 2016, amendments to California Labor Code Section 233 (Kin Care Law) authorize employees to use available accrued sick leave each calendar year to care for a “family member”, or themselves, in an amount equal to one-half of their annual accrual. Under the Kin Care Law, available accrued sick leave must be granted upon the employee’s oral or written request and the employer shall not deny the right to take such leave, or impose conditions for granting such leave, including the requirement of medical certification.

120.1.4 Except for vacation leave, witness or jury duty leave, compulsory sick leave, disability leave or unpaid administrative leave, an employee requesting a leave for more than five (5) working days shall submit such request to the appointing officer or designee on the form prescribed by the Human Resources Director. Requests for sick leave in excess of five (5) continuous working days shall be certified by a licensed medical doctor, doctor of dental surgery, doctor of podiatric medicine, licensed clinical psychologist, Christian Science Practitioner or licensed doctor of chiropractic. Verification of sick leave with pay for less than five (5)

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

120.1.4 cont.

working days (seven (7) calendar days in the case of part-time employees) as provided elsewhere in this Rule shall be required on an individual basis only and shall be based upon an evaluation of an employee's leave use. For employees taking sick leave pursuant to Administrative Code Chapter 12W, Labor Code Sections 245-249 or Labor Code 233, the City may take reasonable measures to verify or document that an employee's use of sick leave is taken in accordance with Administrative Code Chapter 12W, Labor Code Sections 245-249 or Labor Code Section 233.

120.1.5 The Human Resources Director may direct that leave requests be retained in the department and maintained in a manner so as to be readily available for audit, review or analysis by Department of Human Resources and Office of Labor Standards Enforcement staff.

120.1.6 Except as otherwise provided in these Rules, leave granted for the period stated on the prescribed form may be extended or abridged only with the approval of the appointing officer or designee. An employee who does not return to work on the approved date shall be deemed as away without official leave and shall be subject to automatic resignation as provided elsewhere in these Rules.

120.1.7 Except when an employee requesting sick leave has accumulated unused sick leave with pay credits and except for employees eligible for military leave with pay, organ or bone marrow donor leave with pay, witness or jury duty leave, disability leave or leave due to battery as provided elsewhere in this Rule, or for authorized holiday or vacation, leaves shall be without pay.

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

120.1.9 Exempt employees shall be granted paid sick leave on the ninetieth (90th) day of service. The decision of the appointing officer shall be final and not subject to appeal.

120.1.10 An appointee shall not be required to sign a resignation form as a condition of approval of a leave.

120.1.11 Leaves granted under this Rule shall be indicated on time rolls as designated by the Controller.

120.1.12 An authorized leave granted under this Rule shall not be considered as a break in the continuous service of an employee.

Rule 120
Leaves of Absence

Article II: Sick Leave - General Provisions

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

Sec. 120.2 Eligibility for Sick Leave

Subject to the provisions of this Rule, employees and officers (hereinafter called "employees") who are absent from their duties due to their own illness or disability, or that of a qualifying family member, including preventive care, such as medical or dental appointments, and employees who are victims of domestic violence, sexual assault or stalking, are eligible for sick leave.

Sec. 120.3 Sick Leave - Exclusions from Eligibility

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

Sec. 120.4 Verification of Sick Leave

120.4.1 The appointing officer or designee to whom application for sick leave is made may make such independent investigation as to the necessity for sick leave as is deemed proper under these rules and federal, state and local law and may require certification for any period of sick leave, provided that the employee has been previously notified in writing that such certification for absence of less than five (5) working days shall be required. For employees taking sick leave pursuant to Administrative Code Chapter 12W, Labor Code Sections 245-249 or Labor Code Section 233, the City may take reasonable measures to verify or document that an employee's use of sick leave is taken in accordance with Administrative Code Chapter 12W, Labor Code Sections 245-249 or Labor Code Section 233.

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

Sec. 120.5 Retirement Automatically Terminates Sick Leave

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

Sec. 120.6 Abridgment of Sick Leave

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

Sec. 120.7 Definition of Sick Leave

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

120.7.1 Sick Leave - Medical Reasons

Absence for diagnosis, care or treatment of a health condition, including alcoholism, or preventive care, and for employees who are victims of domestic violence, sexual assault or stalking, but excluding illness or injury arising out of and in the course of City and County employment; Absence due to illness or injury arising out of and in the course of employment is administered either under the Rules of the Retirement Board and is referred to as "disability leave" and may be supplemented as provided elsewhere in this Rule or under the provisions of this Rule and the Administrative Code for those employees injured by battery ("leave due to battery.

120.7.2 Sick Leave - Quarantine

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

120.7.3 Sick Leave - Bereavement

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

Sec. 120.7 Definition of Sick Leave (cont.)

120.7.3 Sick Leave – Bereavement (cont.)

with the bereavement leave if travel outside the State of California is required as a result of the death.

For absence because of the death of any other person to whom the employee may be reasonably deemed to owe respect; leave shall be for not more than one (1) working day; however, two (2) additional working days shall be granted if travel outside the State of California is required as a result of the person's death.

120.7.4 Sick Leave - Maternity

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

120.7.5 Sick Leave - Parental Leave

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

120.7.6 Sick Leave - Illness or Medical Appointment of a Family Member

Absence for diagnosis, care or treatment of a health condition or injury, or for preventive care for an employee's family member, defined as follows:

1. A child, which for the purposes of this section means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.
2. A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
3. A spouse.
4. A registered domestic partner.
5. A grandparent.
6. A grandchild.
7. A sibling.

120.7.7 Sick Leave Pursuant to Administrative Code Chapter 12W

1) Absence due to the illness, injury, medical care, treatment, diagnosis or medical appointment of the employee; employee's child; parent; legal guardian or ward; sibling; grandparent; grandchild; and spouse, registered domestic partner under any state law, or "designated person." The aforementioned child, parent, sibling, grandparent, and grandchild relationships include not only biological relationships but also relationships resulting from adoption; step-relationships; and foster care relationships. "Child" includes a child of a domestic partner and a child of a person standing in loco parentis.

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

120.7.8 Sick Leave Pursuant to Labor Code Sections 245-249

Absence for the following purposes: (1) diagnosis, care, or treatment of an existing health condition of, or preventive care for an employee or an employee's family member; or (2) for an employee who is a victim of domestic violence, sexual assault, or stalking, described in Labor Code Section 230, subdivision (c) and Labor Code Section 230.1, subdivision (a).

120.7.9 Sick Leave - Compulsory

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

Rule 120
Leaves of Absence

Article III: Sick Leave with Pay

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

Sec. 120.8 Sick Leave with Pay Eligibility

120.8.1 Sick leave with pay may be granted to employees who have accrued paid sick leave on the ninetieth (90th) day of service, except that supplemental disability credits may be used to supplement disability indemnity payments as provided elsewhere in this Rule regardless of length of service and except that an authorized leave of absence with or without pay granted under this Rule shall not be considered as a break in the continuous service of an employee.

120.8.2 A break in service of more than twelve (12) continuous months by any employee other than an employee designated as a "holdover" will cause prior accumulated sick leave with pay credits to be canceled and eligibility for sick leave with pay must be re-established.

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

Sec. 120.9 Sick Leave with Pay Eligibility Pursuant to Administrative Code Chapter 12W effective February 5, 2007, and Labor Code Sections 245-249 effective July 1, 2015 Applicable to Employees Not Otherwise Qualified for Sick Leave

120.9.1 Sick leave with pay may be granted to said employees, on the ninetieth (90th) day of service.

Sec. 120.9 Sick Leave with Pay Eligibility Pursuant to Administrative Code Chapter 12W effective February 5, 2007, and Labor Code Sections 245-249 effective July 1, 2015 Applicable to Employees Not Otherwise Qualified for Sick Leave (cont.)

120.9.2 Employees hired on or before February 5, 2007, shall immediately be eligible to accrue and use sick leave with pay credits under this section.

120.9.3 A complete separation in service for twelve (12) continuous months by an employee, other than an employee designated as a "holdover" will cause prior accumulated sick leave with pay credits to be cancelled and eligibility for sick leave with pay must be re-established.

120.9.4 Employees rehired within one (1) year following a separation will not be subject to the ninety (90) calendar day eligibility period and any previously accrued and unused sick leave hours will be reinstated.

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

120.10.1 Sick Leave with Pay – Maximum Accumulation of Credits

Sick leave with pay credits shall be cumulative but the accumulated balance of unused sick leave with pay credits for other employees, the hourly equivalent of 130 working days based on the regular daily work schedule as defined, provided that in no case may the total accumulated unused sick leave with pay credit balance exceed l040 hours. Maximum accumulated sick leave with pay credits shall be reduced proportionately for employees entering a class or position where the regular work schedule is less than the class exiting if such employees have accumulated unused sick leave with pay credits in excess of the maximum allowable for the new class or position. Such employees shall have all such credits restored upon return to a class or position with an increased regular work schedule.

120.10.2 Maximum Accumulation of Credits Pursuant to Administrative Code Chapter 12W effective February 5, 2007, and Labor Code Sections 245-249 effective July 1, 2015 Applicable to Employees Not Otherwise Qualified for Sick Leave

Sick leave with pay credits shall be cumulative but the accumulated balance of unused sick leave with pay credits shall not exceed seventy-two (72) hours under Administrative Code chapter 12W, and forty-eight (48) hours under Labor Code Sections 245-249.

Sec. 120.11 Sick Leave with Pay - Restrictions

120.11.1 Sick leave with pay, beyond that authorized by law, is a privilege recognized by Charter and by Ordinance of the Board of Supervisors and should be requested and granted only in cases of absence because of illness which incapacitates the employee for the performance of duties or as otherwise defined in this Rule.

120.11.2 Except for absences covered under Labor Code Section 233,an appointing officer or designee may require proof of incapacitation before granting sick leave with pay for any period of time and may withhold pay for failure to submit such proof provided that the employee had been previously notified in writing that such proof would be required for absences of less than five (5) working days.

120.11.3 The rate of earning and accumulating sick leave with pay credits and authorization for its use under this Rule shall in no way inhibit or restrict the right of an appointing officer to establish standards of attendance.

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

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

120.12.2 Violators of this section are subject to disciplinary action as provided in the Charter.

Sec. 120.13 Calculation of Sick Leave with Pay Credits

120.13.1 Unless otherwise provided in this Rule or by ordinance, sick leave with pay credits shall be earned at the rate of .05 hours for each hour of regularly scheduled paid service excluding, overtime exceeding forty (40) hours per week and holiday pay, except that an employee on disability leave shall earn sick leave with pay credits at the normal rate.

120.13.2 Exempt employees shall accrue paid sick leave at a rate of one (1) hour per every thirty (30) hours worked, excluding holiday pay.

120.13.3 When provided in a Memorandum of Understanding, Class 2320 Registered Nurses who are regularly scheduled to work two (2) twelve (12) hour shifts every weekend in the pilot project shall earn sick leave

Sec. 120.13 Calculation of Sick Leave with Pay Credits (cont.)

120.13.3 (cont.)

with pay credits at the rate of .075 hours for each hour of regularly scheduled paid service actually worked during her/his regularly scheduled twelve hour shifts. This Rule shall apply only to those 2320 Registered Nurses who are regularly scheduled to work two 12 hour shifts on weekends in the San Francisco General Hospital Pilot Project.

Sec. 120.14 Disbursement of Sick Leave with Pay Credits

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

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

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

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

Sec. 120.16 Employees Injured by Battery

120.16.1 An employee absent because of bodily injury or illness received in the course of employment and caused by an act of criminal violence shall be entitled to sick leave with pay under the provisions of the Administrative Code.

120.16.2 Sick leave with pay under this section shall be known as "leave due to battery" and shall be subject to approval by the Human Resources

Sec. 120.16 Employees Injured by Battery (cont.)

120.16.2 (cont.)

Director. The Human Resources Director shall make such investigation as is deemed appropriate and may include medical examinations by a physician(s) designated by the Human Resources Director.

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

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

Sec. 120.17 Appeal of Denial of Sick Leave with Pay

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

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

120.18.1 An employee who had accumulated unused sick leave with pay credits and who had completed the service requirement on or before December 5, 1978, shall upon the effective date of retirement for service or disability, or upon the date of death, or upon the date of separation caused by industrial accident, be reimbursed for the accumulated unused sick leave with pay credit balance which had been earned on or before December 5, l978, and not subsequently used ("vested and unused accumulated sick leave with pay credits") in accordance with the following schedule of service requirements and allowances.

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

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

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

1) The Human Resources Director shall administer the provisions of this section.

2) Deduction shall be made from the unused accumulated sick leave with pay credit balance which existed on December 5, l978, in an amount proportional to any credits used of that balance. Reimbursement shall be made only for the adjusted amount with all credits from the December 5, l978, balance subsequently used being deducted.

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

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

5) No reimbursement shall be made for unused sick leave with pay credits earned on or after December 6, l978.

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

Rule 120
Leaves of Absence

Article IV: Sick Leave without Pay

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

Sec. 120.19 Sick Leave without Pay - Eligibility

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

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

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

Sec. 120.21 Sick Leave without Pay - Permanent Employees

Sick leave without pay may be approved for permanent employees for the period of the illness provided that requests for prolonged leave shall be renewed every three (3) months and provided further that such leave shall not be extended beyond a period of one (1) continuous year unless there is a reasonable probability that additional leave will enable the employee to return to employment within a reasonable time.

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

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

120.22.2 Violators of this section are subject to disciplinary action.

Rule 120
Leaves of Absence

Article V: Compulsory Sick Leave

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

Sec. 120.23 Compulsory Sick Leave

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

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

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

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

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

Rule 120
Leaves of Absence

Article VI: Disability Leave

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

Sec. 120.24 Disability Leave

120.24.1 Absence due to illness or injury arising out of and in the course of employment is defined as "disability leave" and is administered under the State Workers' Compensation Laws and the Rules of the Retirement Board.

120.24.2 An employee who is absent because of disability leave and who is receiving disability indemnity payments may request, by submitting a signed option statement to the employee's department no later than ninety (90) days following the employee's release from disability leave, that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's supplemental disability credits so as to equal the full salary the employee would have earned for the regular work schedule. The regular work schedule shall be that schedule in effect at the commencement of the disability leave.

120.24.3 Supplemental disability credits shall be an account separate from, but equivalent to, the employee's accumulated unused sick leave with pay credit balance except that the supplemental disability credit account shall be adjusted as provided below.

120.24.4 Failure to exercise the option to supplement disability indemnity payments within ninety (90) calendar days following release from disability leave will preclude later requests.

120.24.5 Supplemental disability credits shall be used at the minimum rate in units of one (1) hour.

120.24.6 The employee's department shall submit separate time rolls to reflect this action only after the Retirement System certifies the amount of disability indemnity payment, if any, for the period.

Sec. 120.24 Disability Leave (cont.)

120.24.7 Salary may be paid on regular time rolls and charged against the unused sick leave with pay credit balance during any period prior to the commencement of the determination of eligibility for disability indemnity payment without requiring a signed option by the employee.

120.24.8 When an employee has used sick leave with pay credits and the Retirement System subsequently determines that the employee was entitled to disability indemnity payment for the period of absence, provision shall be made for adjusting the employee's sick leave with pay credit balance and for reimbursing the appropriate City fund for the amount of sick leave with pay credits charged and paid.

120.24.9 An employee who uses supplemental disability credits to supplement disability indemnity payments shall, while on disability leave, earn supplemental disability credits at the same rate as sick leave with pay credits.

120.24.10 Upon return to duty, an employee who has used supplemental disability credits shall earn sick leave with pay credits at the normal rate and shall earn supplemental disability credits at twice the rate that sick leave with pay credits are earned until such time as the total hours of supplemental disability credits used are regained.

120.24.11 Should an employee suffer a recurrence or a new injury before all supplemental disability credits are regained, the supplemental disability credit balance shall be that balance existing at the beginning of the pay period in which the recurrence or new injury occurs and shall be adjusted for the amount of supplemental disability credits subsequently earned and sick leave with pay credits subsequently used.

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

120.25.1 Sick leave with pay credits shall be used to supplement State Disability Insurance (SDI) at the minimum rate in units of one (1) hour.

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

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

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

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

Rule 120
Leaves of Absence

Article VII: Military, War Effort and Sea Duty Leaves

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

Sec. 120.26 Military Leave

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

120.26.2 Time of War - Definition

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

120.26.3 Military Leave - Time of War

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

120.26.4 Military Leave - Time of Peace

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

Sec. 120.26 Military Leave (cont.)

120.26.5 Military Leave - Permanent Appointees

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

120.26.6 Military Leave - Proof of Duty

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

120.26.7 Military Leave - Salary While on Temporary Leave

Employees who have been employed by the City and County or any other public agency or have been on military duty for a period of not less than one (1) year continuously prior to the date upon which temporary military leave not exceeding l80 calendar days begins shall, as required by the State of California Military and Veterans' Code (Section 395), receive their regular salary or compensation for a period not to exceed thirty (30) calendar days of such military leave in any fiscal year or more than thirty (30) calendar days during any period of continuous military leave.

120.26.8 Military Leave - Probationary Appointees

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

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

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

Sec. 120.26 Military Leave (cont.)

120.26.10 Military Leave - Eligibles Reached for Certification

If while in the military service, the name of an eligible was reached for certification to a permanent position and the eligible presents an honorable discharge or certificate of honorable active service within l20 days from the date of release from active military duty not including reserve service during time of war, the eligible shall be certified to a position in the class for which so reached; and, for all purposes of seniority, the date of certification if appointed, shall be deemed to be the date when the eligible was reached for certification while in the military service. A person appointed in accordance with this section shall serve the required probationary period. An eligible who is offered appointment in accordance with the provisions of this section and who waives appointment and is subsequently certified after withdrawal of waiver shall have seniority as of the date of such certification.

120.26.11 Military Leave - Participants in Written Examinations

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

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

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

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

Sec. 120.27 War Effort Leave

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

Sec. 120.28 Leave for Sea Duty as Licensed Officers

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

Sec. 120.29 Leave for Spouse or Registered Domestic Partner During Leave from Deployment of Qualified Member

120.29.1 In compliance with the State of California Military and Veterans Code, an eligible employee who is a spouse or registered domestic partner of a qualified member of the Armed Forces, National Guard, or Reserves shall be allowed to take up to ten (10) days of leave during a period of leave from deployment of the qualified member.

120.29.2 An "eligible employee" is an employee who meets all of the following conditions:

1) is a spouse or registered domestic partner of a qualified member;

2) works on average twenty (20) or more hours per week and is not an independent contractor;

3) provides notice to the City, within two (2) business days of receiving official notice that the qualified member will be on leave from deployment, of his or her intention to take leave; and

4) submits written documentation to the City, certifying that the qualified member will be on leave from deployment during the time of leave.

120.29.3 A "qualified member" is any of the following:

1) A member of the Armed Forces of the United States who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States; or

2) A member of the National Guard who has been deployed during a period of military conflict; or

3) A member of the Reserves who has been deployed during a period of military conflict.

Rule 120
Leaves of Absence

Article VIII: Unpaid Administrative Leave or Furlough

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

Sec. 120.30 Unpaid Administrative Leave or Furlough

120.30.1 General Provisions

1) Notwithstanding the layoff and involuntary leave provisions or any other provisions of these Rules, an appointing officer is authorized to impose unpaid administrative leave (furlough) on any employee within that appointing officer's jurisdiction as provided in this section. The imposition of furloughs shall be subject to receipt of a Projected Deficit Notice (PDN) from the Controller stating that the department's budget will be insufficient to support the department's level of spending through the end of the fiscal year.

2) The authority of the appointing officer to impose furloughs shall be limited to those furloughs necessary to correct the projected deficit identified by the Controller.

3) This Rule shall apply to all employees of the City and County.

4) The Superintendent of the San Francisco Unified School District and the Chancellor of the San Francisco Community College District shall also be authorized to furlough any employee in the classified service upon their individual determinations that, based upon a review of projected revenues and expenditures, the budget will be insufficient to support the District's level of spending through the end of the fiscal year.

5) No provision of Layoff and Involuntary Leave, including but not limited to any provision regarding the order of layoff, displacement of less senior employees, or reinstatement, shall be applicable to any employees furloughed hereunder.

Sec. 120.30 Unpaid Administrative Leave or Furlough (cont.)

120.30.2 Voluntary Unpaid Time Off

1) Prior to imposing a furlough on any employee, an appointing officer shall attempt to determine, to the extent feasible and with due consideration for the time constraints which may exist for eliminating the projected deficit, the interest of employees within the appointing officer's jurisdiction in taking unpaid personal time off on a voluntary basis.

2) The appointing officer shall have full discretion to approve or deny requests for voluntary unpaid time off based on the operational needs of the department and any court decrees or orders pertinent thereto. The decision of the appointing officer shall be final except in cases where requests for voluntary unpaid time off in excess of ten (10) working days are denied. In such cases, an employee may appeal in accordance with the procedures provided below for appealing imposition of furlough.

3) An employee shall be entitled to take up to ten (10) unpaid days per fiscal year at the rate of no more than five (5) days in a three (3) month period, at the employee's discretion, upon at least fifteen (15) calendar days prior written notice to the employee's appointing officer. Such request shall not be denied except for the reason of a requirement that such position be filled on an overtime or premium pay basis, for essential operational needs or the requirements of a court decree or order.

120.30.3 Furloughs

1) Appointing officers are encouraged to furlough entire operational units within departments rather than individual employees; or stagger work hours within an operational unit on a reduced hours basis. The decision of the appointing officer to impose furloughs under this subsection, and the appointing officer's determination of what constitutes an operational unit, shall be final.

2) Where, in the discretion of the appointing officer, furlough of an operational unit as prescribed above is not feasible, individual employees within an operational unit may be furloughed.

3) To the extent practicable, furlough shall be equitably distributed among all of the employees in the affected department or operational unit to which the Projected Deficit Notice (PDN) has application; and, all of the employees in the affected class(es).

Sec. 120.30 Unpaid Administrative Leave or Furlough (cont.)

120.30.3 Furloughs (cont.)

4) In determining which employees to furlough, an appointing officer shall consider citywide seniority within a class as well as considering the operational needs of the department.

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

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

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

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

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

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

Sec. 120.30 Unpaid Administrative Leave or Furlough (cont.)

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

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

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

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

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

120.30.7 Duration and Revocation of Voluntary Unpaid Time Off or Furlough

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

120.30.8 Resolution of Disputes

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

Rule 120
Leaves of Absence

Article IX: Other Leaves of Absence

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

Sec. 120.31 Leave to Accept Other City and County Position

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

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

Sec. 120.32 Educational Leave

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

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

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

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

Sec. 120.32 Educational Leave (cont.)

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

Sec. 120.33 Leave for Civilian Service in the National Interest

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

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

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

Sec. 120.34 Leave for Employment as an Employee Organization Officer or Representative

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

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

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

Sec. 120.35 Family Care Leave

120.35.1 Definition of Family

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

Sec. 120.35 Family Care Leave (cont.)

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

1) The birth of a biological child of the employee;

2) The assumption by the employee of parenting or child rearing responsibilities. Family care leave does not apply to an employee who temporarily cares for a child for compensation, such as a paid child care worker;

3) The serious illness or health condition of a family member of the employee, the employee's spouse or domestic partner, a parent of the employee or the employee's spouse or domestic partner, the biological or adoptive child of the employee, or a child for whom the employee has parenting or child rearing responsibilities; or

4) The mental or physical impairment of a family member of the employee, the employee's spouse or domestic partner, a parent of the employee or the employee's spouse or domestic partner, the biological or adoptive child of the employee, or a child for whom the employee has parenting or child rearing responsibilities, which impairment renders that person incapable of self-care.

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

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

Sec. 120.36 Witness or Jury Duty Leave

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

Sec. 120.36 Witness or Jury Duty Leave (cont.)

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

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

120.36.4 An employee who takes vacation leave while on witness or jury duty leave shall receive regular salary.

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

Sec. 120.37 Holiday Leave

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

Sec. 120.38 Vacation Leave

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

Sec. 120.39 Involuntary Leave of Absence

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

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

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

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

Sec. 120.40 Religious Leave

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

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

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

Sec. 120.41 Personal Leave

120.41.1 Personal leave is defined as leave for reasons other than those covered in other sections of this Rule.

120.41.2 Personal leave for permanent employees may be approved for a period of up to twelve (12) months within any two (2)-year period. Personal leave for temporary or provisional employees may be approved only if replacement of the employee is not required and for a maximum of one (1) month.

120.41.3 On the request of an appointing officer, the Human Resources Director, may for reasons deemed to be in the best interest of the service approve extension of personal leave for permanent employees beyond a twelve (l2)-month period.

Rule 120
Leaves of Absence

Article X: Appeal Procedures

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

Sec. 120.42 Appeal Procedures

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

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

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

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

Rule 121
Layoff

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

Article I **Rules Prescribed - Authority**

Article II **Seniority**

Article III **Order of Layoff**

Article IV **Layoff - Provisional and Temporary Employees**

Article V **Layoff - Probationary Employees**

Article VI **Layoff - Permanent Employees**

Rule 121
Layoff

Article I: Rules Prescribed - Authority

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

Sec. 121.1 Rules Prescribed - Authority

121.1.1 Under the authority of Section 10.101 of the Charter of the City and County of San Francisco, the Civil Service Commission of the City and County of San Francisco does prescribe and adopt the following Rule which shall have the force and effect of law.

121.1.2 The Human Resources Director shall be responsible for administering and making effective the provisions of this Rule, and establishing such administrative controls as may be necessary.

121.1.3 In all matters pertaining to interpretation of this Rule, the decision of the Commission shall be final.

Rule 121
Layoff

Article II: Seniority

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

Sec. 121.2 Determination of Seniority

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

1) Permanent

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

2) Temporary from Eligible List

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

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

121.2.3 In calculating permanent seniority in a class, temporary seniority in the same class shall not be added to permanent seniority in a class.

121.2.4 In calculating temporary seniority in a class, permanent seniority in the same class shall be added to temporary seniority in a class.

121.2.5 Seniority acquired in a recognized craft apprenticeship program with the City and County shall be added to seniority in the journey-level class.

Sec. 121.3 Tie Scores in Seniority

121.3.1 In the event of ties, seniority of civil service appointees shall be determined by rank on the eligible list. In determining rank, earlier eligible lists have priority over later eligible lists and promotive lists have absolute priority over entrance lists.

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

Sec. 121.4 Establishment and Verification of Seniority Roster

121.4.1 When a layoff is imminent, an appointing officer shall notify the Department of Human Resources as to the class or classes affected.

121.4.2 If requested by the Human Resources Director, the appointing officer shall provide a seniority roster including, but not limited to, the name, status, certification date, and rank on eligible list of all employees in the affected classes and the number of such employees to be laid off.

121.4.3 The Human Resources Director, upon verification of the seniority roster, shall notify the appointing officer of the names of those employees to be laid off.

121.4.4 Whenever possible the appointing officer must notify affected employees sufficiently in advance of a layoff.

Rule 121
Layoff

Article III: Order of Layoff

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

Sec. 121.5 Order of Layoff

Except as may otherwise be provided in this Rule, layoff of employees shall be by inverse order of seniority in a class and department in the following order of absolute priority:

121.5.1 Provisional
121.5.2 Temporary From Eligible List
121.5.3 Probationary
121.5.4 Permanent

Sec. 121.6 Exceptions to Order of Layoff

121.6.1 Provisional employees, who qualified for their positions as a result of meeting specific hiring criteria and who are appointed under specific funding guidelines which limit the duration of employment shall be laid off at the end of their designated tenure without effect on any other employees.

121.6.2 Persons appointed to positions requiring special qualifications or skills shall be laid off when the work requiring such special qualifications or skills is completed, providing such appointees shall have rights to continue employment within their class in positions where the special qualifications or skills are not required if their name has been reached for certification to a regular position.

121.6.3 In the event of a layoff, a person appointed to a position requiring special qualifications or skills as approved by the Human Resources Director shall continue in the position unless a more senior employee or holdover in the class in which the layoff occurs possesses the same qualifications and skills. The Human Resources Director may administer such tests as deemed necessary to determine possession of special qualifications and skills.

121.6.4 All exceptions to the order of layoff shall require the express approval of the Human Resources Director.

Rule 121
Layoff

Article IV: Layoff - Provisional and Temporary Appointees

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

Sec. 121.7 Layoff - Provisional Appointees

Except as provided, provisional appointees shall be laid off at the discretion of the appointing officer; except that entrance provisional employees shall be laid off prior to the layoff of any promotive provisional appointees in the same class. Provisional appointees who hold permanent status in another class and who are laid off shall revert to their permanent positions.

Sec. 121.8 Temporary Appointees from Eligible List

121.8.1 Order of layoff for temporary appointees shall be by class within a department, by inverse order of seniority except if a more senior temporary appointee elects to be laid off. In the event of a conflict, the temporary appointee with the greater seniority shall have preference.

121.8.2 The names of temporary appointees who are laid off shall be returned to the eligible lists from which appointed for further certification if such lists are still in existence.

Rule 121
Layoff

Article V: Layoff - Probationary Appointees

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

Sec. 121.9 Layoff - Probationary Appointees

121.9.1 Probationary appointees shall be laid off in inverse order of the date of permanent certification, except if a more senior probationary or permanent appointee elects to be laid off. In the event of a conflict, the probationary or permanent appointee with the greater seniority shall have preference.

121.9.2 As provided elsewhere in these Rules, a probationary appointee, regardless of length of service, may displace any temporary appointee including part-time exempt, in the same class in any department.

Rule 121
Layoff

Article VI: Layoff - Permanent Appointees

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

Sec. 121.10 Layoff - Permanent Appointees

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

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

Sec. 121.11 Reinstatement from Entrance Appointment

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

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

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

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

Sec. 121.12 Requirement for Probationary Period

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

Sec. 121.13 Seniority Date Upon Reinstatement

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

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

Sec. 121.14 Layoff - Promotive Appointees

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

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

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

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

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

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

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

Sec. 121.14 Layoff - Promotive Appointees (cont.)

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

Sec. 121.15 Higher Class Not Filled by Promotional Examination

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

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

Sec. 121.16 Requirement for Probationary Period

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

Sec. 121.17 Reinstatement with Employee's Original Seniority in the Class

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

GOVERNMENT CODE
SECTION 3300-3313

3300.

This chapter is known and may be cited as the Public Safety Officers Procedural Bill of Rights Act.
(Added by Stats. 1976, Ch. 465.)

3301.

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

The Legislature hereby finds and declares that the rights and protections provided to peace officers under this chapter constitute a matter of statewide concern. The Legislature further finds and declares that effective law enforcement depends upon the maintenance of stable employer-employee relations, between public safety employees and their employers. In order to assure that stable relations are continued throughout the state and to further assure that effective services are provided to all people of the state, it is necessary that this chapter be applicable to all public safety officers, as defined in this section, wherever situated within the State of California.
(Amended by Stats. 1990, Ch. 675, Sec. 1.)

3302.

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

(b) No public safety officer shall be prohibited from seeking election to, or serving as a member of, the governing board of a school district.
(Amended by Stats. 1978, Ch. 1173.)

3303.

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Upon the filing of a formal written statement of charges, or whenever an interrogation focuses on matters that are likely to result in punitive action against any public safety officer, that officer, at his or her request, shall have the right to be represented by a representative of his or her choice who may be present at all times during the interrogation. The representative shall not be a person subject to the same investigation. The representative shall not be required to disclose, nor be subject to any punitive action for refusing to disclose, any information received from the officer under investigation for noncriminal matters.
This section shall not apply to any interrogation of a public safety officer in the normal course of duty, counseling, instruction, or informal verbal admonishment by, or other routine or unplanned contact with, a supervisor or any other public safety officer, nor shall this section apply to an investigation concerned solely and directly with alleged criminal activities.

(j) No public safety officer shall be loaned or temporarily reassigned to a location or duty assignment if a sworn member of his or her department would not normally be sent to that location or would not normally be given that duty assignment under similar circumstances.
(Amended by Stats. 1994, Ch. 1259, Sec. 1. Effective January 1, 1995.)

3304.

(a) No public safety officer shall be subjected to punitive action, or denied promotion, or be threatened with any such treatment, because of the lawful exercise of the rights granted under this chapter, or the exercise of any rights under any existing administrative grievance procedure.

Nothing in this section shall preclude a head of an agency from ordering a public safety officer to cooperate with other agencies involved in criminal investigations. If an officer fails to comply with such an order, the agency may officially charge him or her with insubordination.

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

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

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

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

articulating the discipline that year, except as provided in paragraph (2). The public agency shall not be required to impose the discipline within that one-year period.

(2) (A) If the act, omission, or other allegation of misconduct is also the subject of a criminal investigation or criminal prosecution, the time during which the criminal investigation or criminal prosecution is pending shall toll the one-year time period.

(B) If the public safety officer waives the one-year time period in writing, the time period shall be tolled for the period of time specified in the written waiver.

(C) If the investigation is a multijurisdictional investigation that requires a reasonable extension for coordination of the involved agencies.

(D) If the investigation involves more than one employee and requires a reasonable extension.

(E) If the investigation involves an employee who is incapacitated or otherwise unavailable.

(F) If the investigation involves a matter in civil litigation where the public safety officer is named as a party defendant, the one-year time period shall be tolled while that civil action is pending.

(G) If the investigation involves a matter in criminal litigation where the complainant is a criminal defendant, the one-year time period shall be tolled during the period of that defendant's criminal investigation and prosecution.

(H) If the investigation involves an allegation of workers' compensation fraud on the part of the public safety officer.

(e) Where a predisciplinary response or grievance procedure is required or utilized, the time for this response or procedure shall not be governed or limited by this chapter.

(f) If, after investigation and any predisciplinary response or procedure, the public agency decides to impose discipline, the public agency shall notify the public safety officer in writing of its decision to impose discipline, including the date that the discipline will be imposed, within 30 days of its decision, except if the public safety officer is unavailable for discipline.

(g) Notwithstanding the one-year time period specified in subdivision (d), an investigation may be reopened against a public safety officer if both of the following circumstances exist:

(1) Significant new evidence has been discovered that is likely to affect the outcome of the investigation.

(2) One of the following conditions exist:

(A) The evidence could not reasonably have been discovered in the normal course of investigation without resorting to extraordinary measures by the agency.

(B) The evidence resulted from the public safety officer's predisciplinary response or procedure.

(h) For those members listed in subdivision (a) of Section 830.2 of the Penal Code, the 30-day time period provided for in subdivision (f) shall not commence with the service of a preliminary notice of adverse action, should the public agency elect to provide the public safety officer with such a notice.
(Amended by Stats. 2009, Ch. 494, Sec. 1. (AB 955) Effective January 1, 2010.)

3304.5.

An administrative appeal instituted by a public safety officer under this chapter shall be conducted in conformance with rules and procedures adopted by the local public agency.
(Added by Stats. 1998, Ch. 263, Sec. 1. Effective January 1, 1999.)

3305.

No public safety officer shall have any comment adverse to his interest entered in his personnel file, or any other file used for any personnel purposes by his employer, without the public safety officer having first read and signed the instrument containing the adverse comment indicating he is aware of such comment, except that such entry may be made if after reading such instrument the public safety officer refuses to sign it. Should a public safety officer refuse to sign, that fact shall be noted on that document, and signed or initialed by such officer.
(Added by Stats. 1976, Ch. 465.)

3305.5.

(a) A punitive action, or denial of promotion on grounds other than merit, shall not be undertaken by any public agency against any public safety officer solely because that officer's name has been placed on a Brady list, or that the officer's name may otherwise be subject to disclosure pursuant to Brady v. Maryland (1963) 373 U.S. 83.

(b) This section shall not prohibit a public agency from taking punitive action, denying promotion on grounds other than merit, or taking other personnel action against a public safety officer based on the underlying acts or omissions for which that officer's name was placed on a Brady list, or may otherwise be subject to disclosure pursuant to Brady v. Maryland (1963) 373 U.S. 83, if the actions taken by the public agency otherwise conform to this chapter and to the rules and procedures adopted by the local agency.

(c) Evidence that a public safety officer's name has been placed on a Brady list, or may otherwise be subject to disclosure pursuant to Brady v. Maryland (1963) 373 U.S. 83, shall not be introduced for any purpose in any administrative appeal of a punitive action, except as provided in subdivision (d).

(d) Evidence that a public safety officer's name was placed on a Brady list may only be introduced if, during the administrative appeal of a punitive action against an officer, the underlying act or omission for which that officer's name was placed on a Brady list is proven and the officer is found to be subject to some form of punitive action. If the hearing officer or other administrative appeal tribunal finds or determines that a public safety officer has committed the underlying acts or omissions that will result in a punitive action, denial of a promotion on grounds other than merit, or any other adverse personnel action, and evidence exists that a public safety officer's name has been placed on a Brady list, or may otherwise be subject to disclosure pursuant to Brady v. Maryland (1963) 373 U.S. 83, then the evidence shall be introduced for the sole purpose of determining the type or level of punitive action to be imposed.

(e) For purposes of this section, "Brady list" means any system, index, list, or other record containing the names of peace officers whose personnel files are likely to contain evidence of dishonesty or bias, which is maintained by a prosecutorial agency or office in accordance with the holding in Brady v. Maryland (1963) 373 U.S. 83.
(Added by Stats. 2013, Ch. 779, Sec. 1. (SB 313) Effective January 1, 2014.)

3306.

A public safety officer shall have 30 days within which to file a written response to any adverse comment entered in his personnel file. Such written response shall be attached to, and shall accompany, the adverse comment.
(Added by Stats. 1976, Ch. 465.)

3306.5.

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

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

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

(d) Within 30 calendar days of receipt of a request made pursuant to subdivision (c), the employer shall either grant the officer's request or notify the officer of the decision to refuse to grant the request. If the employer refuses to grant the request, in whole or in part, the employer shall state in writing the reasons for refusing the request, and that written statement shall become part of the personnel file of the officer.
(Added by Stats. 2000, Ch. 209, Sec. 1. Effective January 1, 2001.)

3307.

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

(b) For the purpose of this section, "lie detector" means a polygraph, deceptograph, voice stress analyzer, psychological stress evaluator, or any other similar device, whether mechanical or electrical, that is used, or the results of which are used, for the purpose of rendering a diagnostic opinion regarding the honesty or dishonesty of an individual.
(Amended by Stats. 1998, Ch. 112, Sec. 1. Effective January 1, 1999.)

3307.5.

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

(b) Based upon his or her reasonable belief that the disclosure of his or her photograph or identity as a public safety officer on the Internet as described in subdivision (a) may result in a threat, harassment, intimidation, or harm, the officer may notify the department or other public agency to cease and desist from that disclosure. After the notification to cease and desist, the officer, a district attorney, or a United States Attorney may seek an injunction prohibiting any official or unofficial use by the department or other public agency on the Internet of his or her photograph or identity as a public safety officer. The court may impose a civil penalty in an amount not to exceed five hundred dollars ($500) per day commencing two working days after the date of receipt of the notification to cease and desist.
(Added by Stats. 1999, Ch. 338, Sec. 1. Effective January 1, 2000.)

3308.

No public safety officer shall be required or requested for purposes of job assignment or other personnel action to disclose any item of his property, income, assets, source of income, debts or personal or domestic expenditures (including those of any member of his family or household) unless such information is obtained or required under state law or proper legal procedure, tends to indicate a conflict of interest with respect to the performance of his official duties, or is necessary for the employing agency to ascertain the desirability of assigning the public safety officer to a specialized unit in which there is a strong possibility that bribes or other improper inducements may be offered.
(Added by Stats. 1976, Ch. 465.)

3309

No public safety officer shall have his locker, or other space for storage that may be assigned to him searched except in his presence, or with his consent, or unless a valid search warrant has been obtained or where he has been notified that a search will be conducted. This section shall apply only to lockers or other space for storage that are owned or leased by the employing agency.
(Added by Stats. 1976, Ch. 465.)

3309.5.

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

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

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

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

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

(e) In addition to the extraordinary relief afforded by this chapter, upon a finding by a superior court that a public safety department, its employees, agents, or assigns, with respect to acts taken within the scope of employment, maliciously violated any provision of this chapter with the intent to injure the public safety officer, the public safety department shall, for each and every violation, be liable for a civil penalty not to exceed twenty-five thousand dollars ($25,000) to be awarded to the public safety officer whose right or protection was denied and for reasonable attorney's fees as may be determined by the court. If the court so finds, and there is sufficient evidence to establish actual damages suffered by the officer whose right or protection was denied, the public safety department shall also be liable for the amount of the actual damages. Notwithstanding these provisions, a public safety department may not be required to indemnify a contractor for the contractor's liability pursuant to this subdivision if there is, within the contract between the public safety department and the contractor, a "hold harmless" or similar provision that protects the public safety department from liability for the actions of the contractor. An individual shall not be liable for any act for which a public safety department is liable under this section.
(Amended by Stats. 2005, Ch. 22, Sec. 70. Effective January 1, 2006.)

3310.

Any public agency which has adopted, through action of its governing body or its official designee, any procedure which at a minimum provides to peace officers the same rights or protections as provided pursuant to this chapter shall not be subject to this chapter with regard to such a procedure.
(Added by Stats. 1976, Ch. 465.)

3311.

Nothing in this chapter shall in any way be construed to limit the use of any public safety agency or any public safety officer in the fulfilling of mutual aid agreements with other jurisdictions or agencies, nor shall this chapter be construed in any way to limit any jurisdictional or interagency cooperation under any circumstances where such activity is deemed necessary or desirable by the jurisdictions or the agencies involved.
(Amended by Stats. 1977, Ch. 579.)

3312.

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

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

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

(c) A statement that the officer may file an appeal against the employer challenging the alleged violation pursuant to applicable grievance or appeal procedures adopted by the department or public agency that otherwise comply with existing law.
(Added by Stats. 2002, Ch. 170, Sec. 2. Effective January 1, 2003.)

3313.

In the 2005–06 fiscal year, the Commission on State Mandates shall review its statement of decision regarding the Peace Officer Procedural Bill of Rights test claim and make any modifications necessary to this decision to clarify whether the subject legislation imposed a mandate consistent with the California Supreme Court Decision in San Diego Unified School Dist. v. Commission on State Mandates (2004) 33 Cal.4th 859 and other applicable court decisions. If the Commission on State Mandates revises its statement of decision regarding the Peace Officer Procedural Bill of Rights test claim, the revised decision shall apply to local government Peace Officer Procedural Bill of Rights activities occurring after the date the revised decision is adopted.
(Added by Stats. 2005, Ch. 72, Sec. 6. Effective July 19, 2005.)

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT & SEIU LOCAL 1021

FURLOUGH SIDE LETTER/AGREEMENT (MARCH 2, 2012)

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

The parties agree to the following:

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

Dated: March___, 2012 Dated: March__, 2012

_____ _____

for San Francisco Community College District

for SEIU Local 1021

Article 37.A WAGES

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

   The following one (1) Holiday/Furlough day:

   Labor Day – September 3, 2012

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

   Non-Instructional Day - December 24, 2012
   Non-Instructional Day - October 8, 2012
   Non-Instructional Day – April 26, 2013
   Non-Instructional Day – May 28, 2013

   The remaining seven (7) Furlough-days

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

     Thanksgiving Day, November 22, 2012
     Christmas Day, December 25, 2012
     New Year's Day, January 1, 2013
     Memorial Day, May 27, 2013

   - Three Days – (24 Frlg-Hrs or prorate) Employees' Choice

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

     Thursday December 20, 2012
     Friday December 21, 2012
     Wednesday January 2, 2013
     Thursday January 3, 2013
     Friday January 4, 2013
     Wednesday May 29, 2013
     Thursday May 30, 2013
     Friday May 31, 2013
     Any day(s) between and including June 1, 2013 through June 30, 2013 on which the College classes are not in session.

a. For Employee's on a modified schedule (i.e. 10 hour – 4 day/week), the Employee will coordinate with their Supervisor to take the equivalent furlough hours on the days listed in Article 37.A.2.

b. If an Employee is not regularly scheduled to work on any of the listed Furlough days in Article 37.A.2, the employee will coordinate with their supervisor to take replacement Furlough day(s).

c. Any conflicts that arise in coordinating Furlough days between an Employee and their Supervisor will be resolved with the assistance of Human Resources.

d. If an employee is on extended paid leave anytime from July 1, 2012 to June 30, 2013, prior to returning to work, Human Resources shall meet with employee to review their furlough credits.

Article 39 Vacation

A. Vacation Accrual

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

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

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

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

C. Vacation Planning/Scheduling

4. Employees are strongly encouraged to burn down their vacation accrual balances over the CAPs per article 39.A.2. Individual departments working with their employees shall make every effort to create a schedule for time off requests. Should an employee request to burn down accrued vacation hours over the CAP be denied by the employee's supervisor, employees can seek assistance from Human Resources to facilitate the scheduling of

vacation at the most appropriate time that does not compromise a department's operations. On a quarterly basis, Human Resources will check the actual burn down of District-wide vacation accruals over the CAPwith a follow-up email to Employees and Supervisors reminding and encouraging the taking of vacation at mutually agreeable times.

5. Should employees with vacation accrual balances over the CAP not schedule vacation in order to burn down the accrual balances over the CAP, the District reserves the right to schedule the employee's vacation.

6. When employees above the CAP are on extended paid leave, they shall meet with HR upon their return to review their burn down schedule.

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT & SEIU LOCAL 1021

CESAR CHAVEZ DAY/FLOATING HOLIDAY SIDE LETTER/AGREEMENT

(JULY 22, 2012)

Pursuant to the terms of the parties' Collective Bargaining Agreement, members of the SEIU Local 1021 bargaining unit receive both (1) Cesar Chavez Day (March 31) as a paid holiday, and (2) five additional paid days off for Spring Break.

In some years, Spring Break is scheduled such that Cesar Chavez Day falls within the five (5) day Spring Break period.

In order to ensure that this does not result in employees receiving fewer paid days off in such years, compared to years where Spring Break is not scheduled to overlap Cesar Chavez Day, the parties agree to the following:

1. In the event that Spring Break is scheduled such that Cesar Chavez Days falls within the five-day Spring Break period, Cesar Chavez Day will be paid as a paid holiday and not as an "additional paid day off."
2. Employees will in such years receive four (4) additional paid days off, rather than the five (5) additional paid days off specified in Article 34.I.2 of the Collective Bargaining Agreement.
3. In all such years, all eligible bargaining unit members shall in exchange be credited for an additional (fourth) floating holiday.

Dated: July 29, 2016

for San Francisco Community College District

Dated: July 22, 2016

for SEIU Local 1021

2020 Equity Adjustments Details EXHIBIT L

"Exhibit A of Class/Comp Study" – Internal Equity Wage Increases – Effective 1/1/2020

Class	Job Title	%Adjustment
1041	IS Engineer-Assistant	0.88%
1043	IS Engineer-Senior	1.95%
1053	Business Analyst - Senior	5.36%
1062	Programmer Analyst	1.73%
1093	IT Operations Sup Adm III	12.08%
1204	Senior Human Resources Clerk	3.59%
1227	Testing Technician	3.63%
1402	Junior Clerk	4.69%
1446	Secretary II	7.35%
1452	Executive Secretary II	4.41%
1487	Financial Aid Assistant	0.56%
1488	TIA - Evaluation Technician	6.69%
1630	Account Clerk	3.17%
1632	Senior Account Clerk	1.99%
1636	Health Care Billing Clerk II	5.01%
1654	Principal Accountant	5.35%
1708	Senior Telephone Operator	5.54%
1760	Offset Machine Operator	1.38%
1768	TIA - Photo/Cinema	0.88%
1802	Research Assistant	2.12%
1842	Management Assistant	4.28%
1927	TIA - Physical Education	2.72%
1930	Warehouse Worker	1.12%
1934	Storekeeper	1.58%
1950	Assistant Purchaser	1.13%
2402	Lab Helper	0.25%
2502	Athletic Trainer	3.45%
2586	Health Worker II	1.92%
2708	Custodian	6.08%
2716	Custodial Assistant Supervisor	1.27%
3210	Swimming Pool Instructor	3.25%
3374	Volunteer Outreach Coordinator	0.77%
3536	TIA - Performing Arts	6.74%
3537	TIA - Media Services Manager	2.93%
3598	School Aide III	0.63%
3599	Guidance Aide	12.62%
5320	Illustrator and Art Designer	8.57%
5322	Graphic Artist	1.65%
5384	TIA - Electronic Technician	0.49%
5638	Environmental Assistant	1.70%
7302	Audio-Visual Equipment Technician	6.67%
8272	TIA - Campus Control	4.00%
8204	Institution Police Officer	6.00%

Classified Professional Development "Vision for Success" Side Letter **EXHIBIT M**

In 2019 the State of California provided the San Francisco City College with $121,677.00 for Classified Professional development aligned with the Vision for Success.

SEIU Local 1021 proposes that the disbursement of these funds be based on the number of FTE's of SEIU the Bargaining Unit.

SEIU Local 1021 proposes that $50,000.00 of the Vision for Success Funds are set aside for the SEIU Bargaining Unit. The District will reimburse employees who submit verification of successful completion of approved Vision for Success training up to $2,500.00. SEIU Local 1021 and District shall establish a committee to review and approve these applications. This committee shall have proportional number of representatives from SEIU and the District.

SEIU Local 1021 proposes that the available remainder funds shall be utilized for additional flex days. The committee shall meet to negotiate the content of these additional flex days which will be aligned to the Vision for Success and schedule these professional development flex days.

Any remaining funds from Vision for Success shall roll-over to the following year.

SFCCD

SEIU 1021

Side Letter of Agreement
Between SEIU Local 1021 and San Francisco Community College District
June 19, 2020

Impacts of COVID-19 Pandemic

In the interests of promoting public health and safety, preventing the spread of COVID-19 in workplaces, minimizing financial hardships on employees, and ensuring the sustainability of critical community services, SEIU Local 1021 (the Union) and San Francisco Community College District (the District) enter into this Side Letter and hereby agree to the following conditions:

1. **Remote Work/Teleworking**

   A) The District will make every effort to grant as many employees as operationally feasible the ability to work remotely from home or another telework location. An employee whose scope of work can be performed outside of a District facility or worksite, shall have a right to work remotely. Employees designated to work from home, shall be in paid work status and available during work hours as coordinated with their supervisor per ARTICLE 44.

   B) In those cases where most, but not all, of an employee's work can be performed remotely, the District shall modify the employee's work assignment to accommodate an employee's request either to work remotely either entirely or partially, unless there is a reasonable expectation that doing so will materially harm efforts to appropriately respond to the COVID-19 pandemic. Employees whose request to work remotely is either entirely or partially denied shall receive a written response detailing the District's specific reasons for denying the employee's request.

   C) Employees who are designated to work remotely shall be provided with the necessary equipment, materials, services, directions, and training to carry out their assigned duties at no cost to themselves. Remote work will be considered paid work status and employees designated to work remotely shall continue to accrue leaves and service credit at their normal rates.

   D) The District shall provide to SEIU a list of employees and classifications whose work cannot be done remotely (onsite). The District shall provide to SEIU a list of employees and classifications working remotely (offsite).

   E) Employees who are working onsite shall receive paid leave at the rate of 1.5 or time and one half for each hour worked. The District shall create a new leave bank for the accrued time called "Covid Bank" that is non-cashable.

2. <u>Workplace Health and Safety Standards</u>

A) Any employee required to report to a District facility or worksite between the effective date of this Side Letter and its expiration shall be provided with informational materials on how to prevent being infected with and spreading COVID-19, including, but not limited to: information on hand washing and workplace cleanliness, social distancing, COVID-19 exposure and symptoms, reporting requirements, and how to access COVID-19 testing.

B) The District has a responsibility to provide a safe and healthy working environment. Bargaining unit custodial employees shall clean and disinfect all areas such as common offices, bathrooms, and common areas, focusing on frequently touched surfaces using Cal/OSHA and CDC recommendations. Employees shall be responsible for sanitizing their own work stations. Equipment and materials used by multiple employees shall be disinfected by the user after each use unless it is practical to dispose of and replace said equipment and materials after each use.

C) The District shall ensure that the social distancing standard of at least six (6) feet of space between people is observed in all District facilities and work environments. The District will take steps to facilitate this, including posting reminders about social distancing and temporarily relocating work spaces if necessary.

D) All employees required to report to a District facility or work environment between the effective date of this Side Letter and its expiration shall participate in training necessary to carry out their job while protecting themselves from COVID-19 risk factors prior to returning. In the event that the District intends to modify an employee's assignment to meet other needs during this period, such modification will not expand the employee's responsibilities beyond the scope of their job description without prior notification to SEIU Local 1021.

E) The District will make every effort to provide videoconferencing and teleconferencing equipment and options to employees, including employees who are required to continue reporting to work.

Side Letter of Agreement
Between SEIU Local 1021 and San Francisco Community College District
June 19, 2020

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3. **Personal Protective Equipment (PPE)**

A) The District shall provide all employees with Personal Protective Equipment (PPE) consistent with standards and guidelines promulgated by the California Department of Public Health, the California Occupational Health and Safety Administration, the U.S. Centers for Disease Control, the U.S. Occupational Health and Safety Administration, and the World Health Organization. In the event that the standards and guidelines of these agencies conflict or are contradictory, the District shall implement the most protective/stringent standards.

B) All represented employees who are expected to be present at a District facility or worksite at any time during the effective period of this Side Letter, shall be issued: hand sanitizers, sanitizing wipes, gloves and facial coverings which shall be replenished by the District on an as-needed basis at the request of the employees. In the event the District is unable to procure and provide any of these items, employees shall be sent home with pay until such time that the District is able to safely provide the above described items.

C) In addition to the PPEs described above, first responders and employees required to interact with students and/or the public, including, but not limited to, custodians, shall be provided additional protection such as face shields or other protective equipment. Employees requiring specialized protective equipment, such as N95 respirators, gowns or other equipment shall coordinate with their supervisor who shall provide additional protective equipment.

D) If the District Administrator has knowledge that an employee, student or visitor may have been exposed or tested positive for COVID-19, a District representative shall follow the proper CDC and City and County of San Francisco Department of Public Health guidelines.

E) Testing will be provided in the event of any suspected contamination, exposure or symptomatic of COVID-19. The District shall request the employee be tested for COVID-19 and shall be responsible for cost of test(s).

4. **Absence for Health and Safety**

A) When any bargaining unit member is directed to be absent from their worksite by the District and/or by order of any Federal, State or Local agency, the employee shall receive full pay and benefits for so long as the District and/or the Federal, State or Local agency requires the absence. For the purposes of this Side Letter, an absence includes workplace closures as well as quarantines that affect one or more employees. No employee will be charged sick leave, vacation, or docked pay if their work location is closed and/or they are quarantined for health and safety reasons.

B) If a bargaining unit member is unable to come to work due to their status as a member of a high-risk group, the District may assign alternative work to be done remotely and the employee shall be fully compensated. The District shall work with the bargaining unit member, and the Union to identify alternative work that can be done remotely that may be outside the scope of their regular assignment. If a bargaining unit member is unable to come to work due to their status of a high risk group and cannot be assigned alternative work to be done remotely, or if an employee had possible or confirmed exposure to COVID-19, the employee shall be eligible for paid sick leave, in accordance with ARTICLE 11.A. Eligible bargaining unit members who exhaust their paid sick leave may apply for benefits provided by the CVSLB. Bargaining unit members who are not currently in the Classified Voluntary Sick Leave Bank (CVSLB) shall receive a letter from the District to enroll and be eligible for the Classified Voluntary Sick Leave Bank as described in Section 6.10 of the Classified Employee Handbook and/or ARTICLE 40.2/40.3 of the collective bargaining agreement. The District shall match the CVSLB time approval made by the committee, up to a maximum of sixty (60) days per employee.

C) If an employee contracts COVID-19 on the job, the District shall assist the employee in applying for workers compensation.

5. **Absence for Family Care**

A) If a bargaining unit member is unable to come to work due to their family member's illness, the bargaining unit member may use their own paid sick leave to care for their family member. Bargaining unit members who exhaust their paid sick leave due to their family member's COVID-19 illness may apply for benefits provided by the CVSLB. The District shall match the CVSLB time approval made by the committee, up to a maximum of sixty (60) days per employee.

B) A bargaining unit member who lives with someone in a high-risk group, or who is unable to come to work due to a COVID-19 daycare (including programs for children, seniors, and adults with disabilities) or school closure shall receive paid leave at 2/3 of their regular rate of pay, not to exceed $200 per day for a period of two weeks, and the full salary difference shall come from CVSLB. After the two week period ends, the employee shall apply for full salary payment from CVSLB and upon approval from the committee the District shall provide a matching contribution. Documentation of dependent children and school closure shall be submitted to Human Resources.

6. <u>Union Rights</u>

A) The District shall notify the Union of the following information at least once a week, and whenever requested by the Union, for the duration of this Side Letter:
   a. Numbers of employees thought to have been exposed to COVID-19 (either tested positive or believed to have been in contact), if any: department, classification, status (on paid administrative leave, etc.), start date and anticipated end date of paid admin leave, whether tested; results of test.
   b. Any anticipated closures or cancellation of events/services.
   c. Any changes to plans or protocols the District intends on making.

B) For the purpose of employees hired while this side letter is in effect all existing Collective Bargaining Agreement provisions concerning AB119 and New Employee Orientations (NEO's) shall remain in effect.
   a. Should the District conduct online group NEOs on a platform that supports video (e.g. Zoom, Skype or others) the Union shall be granted the opportunity to speak to new staff at such online NEOs in the manner similar to what has been bargained for in the Collective Bargaining Agreement between the parties and/or is the established past practice for in-person NEOs.
   b. The District agrees that it shall resume conducting in-person NEOs as soon as it is feasible and the Union's access to such in-person NEOs shall resume as has been bargained for and/or is the established past practice once in-person NEOs are reinstated. Such Union access will extend to "make up" in-person NEOs that were delayed during the pendency of the COVID-19 emergency and that are rescheduled once the emergency subsides.

Side Letter of Agreement
Between SEIU Local 1021 and San Francisco Community College District
June 19, 2020

C) The Union shall have the right to access and use the District's facilities and audio-visual, computers, and any electronic equipment to conduct sessions and separate meetings due to the impacts of COVID-19 in District facilities, work environments, and greater community.

D) The District shall not prohibit Union communications with represented employees concerning COVID-19.

The District and the Union agree that this agreement shall be a side-letter to the Contract/MOU. The parties further agree that this this side-letter to the Contract/MOU must be subject to all relevant sections of the Contract/MOU, including, but not limited to, the grievance process.

The Union retains the right to bargain over COVID-19 and its effects beyond the scope of this Side Letter including, but not limited to, new and updated guidelines and standards from Local, State, and Federal authorities, as well as designation of employees as "essential workers" and "disaster workers" in the event that the District determines this designation to be necessary.

SEIU Local 1021 and the District acknowledge this agreement with an effective date of May 1, 2020 shall remain in effect until CCSF has resumed full in-person operations, but not prior to the end of Shelter in place. The Union reserves the right to negotiate any future changes in working conditions.

* Employees are covered by workers' compensation laws when performing work duties at their designated alternate locations during regular work hours. Employees who suffer a work-related injury or illness while telecommuting must be reported immediately pursuant to Administrative Procedures as provided in Employee Handbooks. The District is not liable for damages to an employee's personal or real property while the employee is working at an alternate worksite.

FOR SEIU LOCAL 1021:		**FOR San Francisco Community College District:**	
Athena L. Steff Athena L. Steff (Jul 9, 2020 19:31 PDT)	Jul 9, 2020	Dianna R. Gonzales Dianna R. Gonzales (Jul 9, 2020 19:26 PDT)	Jul 9, 2020
Athena L. Steff	Date	Dianna R. Gonzales	Date

*07/08/2020 - 4:00pm: Cleaned up grammatical and formatting errors. No content was amended.

COVID Side-letter with edits

Final Audit Report 2020-07-10

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"COVID Side-letter with edits" History

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City College of San Francisco | POWERED BY Adobe Sign

EXHIBIT O

San Francisco Community College District & SEIU Local 1021
Classified Hiring Process Side Letter Agreement

May 13, 2021

The parties agree to the following:

1. Hiring for classified positions will default as represented, unless determined by Human Resources to be confidential or supervisory as defined below:

   Definition of Supervisor: An employee, regardless of job description, having authority in the interest of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to and direct them, or to adjust their grievances, or effective recommend that action, if, in connection with the foregoing functions, the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgement. (California Law, Title 1, Article 1, 3540.1.M)

   Definition of Confidential Employee: An employee who is required to develop or present management positions with respect to employer- employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (California Law, Title 1, Article 1, 3540.1.C)

2. Human Resources will work with all hiring managers to ensure that they are submitting requests to hire employees in the classifications appropriate to the department need and actual duties required of the position.

3. Prior to recruitment, hiring managers will consult with Human Resources to determine whether the position to be hired is supervisory and/or confidential by using the Position Designation Questionnaire.

4. All classified vacancies (except Building & Trades and Local 39) will be reviewed at the Vacancy Review Work Group (VRG) meeting.

5. Exhibit A of the Collective Bargaining Agreement will note that classifications 3599 and 3597 have been collapsed into classification 3598 effective January 1, 2020.

6. Full-time assignments will be reflected in the job posting and on the Form 3 as a 40 hour/week assignment.

7. Form 3s submitted on behalf of School Term Only (STO) Full-time positions working 37.5 hours due to Reduced Work Week (RWW) will be budgeted and paid at 40 hours.

These steps are to be implemented no later than July 1, 2021, beginning with a joint training session by SEIU and Human Resources.

Dianna R. Gonzales

Dianna Gonzales
For San Francisco Community College District

a 1 04:02 EDT)

Athena Steff
For SEIU Local 1021

Side Letter RE Classified Hiring Process 05.13.2021

Final Audit Report 2021-05-13

Created:	2021-05-13
By:	Chris Brodie (cbrodie@ccsf.edu)
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Transaction ID:	CBJCHBCAABAASMnaAljUwAha0VqdWgQoFWX6MYMjANAw

"Side Letter RE Classified Hiring Process 05.13.2021" History

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EXHIBIT P

Side Letter Agreement
San Francisco Community College District & SEIU Local 1021
Permanent Civil Service (PCS) & STO Hiring Process

May 26, 2021

In order to provide current CCSF Permanent Exempt/Temporary Exempt (PEX/TEX) or Provisional employees' opportunity to obtain PCS status and job placement at City College of San Francisco (CCSF), the parties agree to the following:

1. Incumbents with at least three (3) years of service as PEX/TEX or Provisional status at CCSF shall convert to PCS status subject to City and County of San Francisco Department of Human Resources (SFDHR) approval.

2. If #1 above is not approved by SFDHR, CCSF and SEIU Local 1021 shall jointly seek the San Francisco (SF) Civil Service Commission approval for the City to conduct Permanent Civil Service (PCS) tests for CCSF.

   CCSF and SEIU Local 1021 shall recommend closed examination schedules that will provide for current PEX/TEX and Provisional employees opportunity to be offered the PCS test at the earliest possible date.

   PEX/TEX/Provisional length of service at City College of San Francisco (CCSF) will be a weighted factor in the total points achievable in the Permanent Civil Service (PCS) test, subject to approval by SFDHR.
   CCSF has provided SEIU Local 1021 a list of current PEX/TEX/Provisional on Wednesday, May 26, 2021.

3. Effective May 26th, 2021, STO positions that are U-Funded shall be hired for an academic year assignment of at least 200-days.

Dianna R. Gonzales

Dianna Gonzales
For San Francisco Community College District

Ms Athena Lynn Steff
Ms Athena Lynn Steff (Jul 7, 2021 15:34 EDT)

Athena Steff
For SEIU Local 1021

PCS_ and_ STO Side Letter 5.26.21

Final Audit Report 2021-07-08

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9 Agreement completed.
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SIGNATURE PAGE

This Agreement was tentatively agreed upon by the negotiating teams on December 14, 2023. The Union, by a majority vote of its membership, ratified the Agreement on January 12, 2024. The Board of Trustees of the San Francisco Community College District, at a public meeting, ratified the Agreement on February 22, 2024.

FOR THE UNION	FOR THE DISTRICT
x Maria Salazar-Colon (Sep 25, 2024 07:14 PDT) Maria Salazar-Colon, President SFCCD Chapter, SEIU Local 1021	x Clara Starr, Associate Vice Chancellor of HumanResources
x Edward Tang (Sep 23, 2024 16:24 PDT) Edward H. Tang, Secretary SFCCD Chapter, SEIU Local 1021	x William L Mosley Digitally signed by William L Mosley DN: cn=William L Mosley, o=City College of San Francisco, ou=Human Resources, email=wmosley@ccsf.edu, c=US Date: 2024.09.18 15:08:06 -07'00' William L. Mosley, Senior Director, Human Resources
x David Delgado (Sep 23, 2024 15:54 PDT) David Delgado, Chief Steward SFCCD Chapter, SEIU Local 1021	x Teresa Melendrez, Employee Relations Officer
x Nely Obligacion (Sep 24, 2024 19:26 PDT) Nely Obligacion, Deputy Director of Advocacy and Internal Organizing/Chief Negotiator SEIU Local 1021	x Kit Dai, Dean of Chinatown/North Beach Center
x Kaden Kratzer (Sep 25, 2024 04:10 PDT) Kaden Kratzer, Education Team Field Director SEIU Local 1021	
x David Canham (Sep 24, 2024 10:46 PDT) David Canham, Executive Director SEIU Local 1021	
x Joel Hill (Sep 23, 2024 16:05 PDT) Joel Hill, Education Team Field Representative SEIU Local 1021	
x Chinh Nguyen (Sep 23, 2024 17:29 PDT) Chinh Nguyen, Bargaining Team Member, SEIU Local 1021	
x Susan Boeckmann, Bargaining Team Member, SEIU Local 1021	
x Shawn Yee, Bargaining Team Member, SEIU Local 1021	
x Justin Genevro (Sep 23, 2024 15:49 PDT) Justin Genevro, Bargaining Team Member, SEIU Local 1021	
x Seagull pk CHAN (Sep 23, 2024 16:21 PDT) Seagull (Pik Kwan) Chan, Bargaining Team Member, SEIU Local 1021	