

13 Pay and Allowances and Fringe Benefits

13.1 Salary Increases

13.1.1 2017-2018 School year

13.1.1.1 Effective July 1, 2017, the salary schedules and daily and hourly rates in Appendix C shall be adjusted to reflect a three percent (3.0%) increase.

13.1.1.2 For Summer School, the foregoing increases shall take effect beginning with the first paraprofessional workday of the summer session in 2018.

13.1.1.3 In addition to the foregoing, unit members shall receive a one-time, off the schedule payment equal to two percent (2%) of their annual salary based on their step placement as reflected on the 2017-2018 Salary Schedules (Appendix C) after application of section 13.1.1.1 above.

13.1.1.3.1 This one-time, off the schedule payment shall be made in one installment, as soon as practicable.

~~This one-time, off the schedule payment shall be based on wages earned and shall be paid in two installments: 1% on the classified pay period 1, January 17, 2018 paycheck and the second 1% on the classified pay period 14, July 18, 2018 paycheck.~~

13.1.1.4 Except as provided above, the foregoing increase shall be implemented as soon as practicable following ratification of the 2017-2020 Collective Bargaining Agreement.

13.1.1.5 A committee of no more than four (4) members per party shall be formed no later than sixty (60) days after ratification of this Agreement to review the salary schedule of the C10 classification and, by April 30, 2018, make recommendations to the SFUSD Superintendent and UESF President on whether the schedule should be increased. Any agreements shall be promptly implemented and inserted into the contract.

13.1.2 2018-2019 School Year

13.1.2.1 Effective July 1, 2018, the salary schedules and daily and hourly rates in Appendix C shall be adjusted to reflect a four percent (4.0%) increase.

13.1.2.2 For Summer School, the foregoing increase shall take effect beginning with the first paraprofessional workday of the summer session in 2019.

13.1.2.3 If total unrestricted general fund revenues for the 2018-19 school year, as stated in the 2018-19 Unaudited Actual Report, exceed the amount stated for the 2018-19 school year in the multiyear projection contained in the 2017-18 adopted budget, the parties shall meet and confer to adjust the salary agreement if both parties agree that sufficient funds are available. Any such adjustments shall be prospective only. If total unrestricted general fund revenues as projected in the 2018-2019 Second Interim Budget Report and Multiyear Projections, exceed or fall below the projected revenues as stated in the 2018-2019 Adopted Budget and Multiyear Projections, the parties shall

Classified Contract

Time: _____

~~meet and confer to adjust the 2019-2020 salary agreement if both parties agree that either sufficient or insufficient funds are available. Any such adjustments shall be prospective only.~~

13.1.2.4 Repurposing of QTEA Professional Development Hours & QTEA Impact & Innovation Awards – see Appendix F, Addendum G

Effective July 1, 2018, and continuing thereafter, QTEA will contribute funding previously dedicated to providing six (6) hours of professional development for Early Education department teachers to the Unrestricted General Fund to support salary increases from the 2019-2020 school year and onward for certificated and classified unit members. QTEA will continue to fund twelve (12) hours of QTEA Professional Development for the 2018-2019 year at the rate of \$30 per hour for all Early Education Department teachers.

Effective July 1, 2018, and continuing thereafter, QTEA will contribute funding previously dedicated to providing nine (9) hours of professional development for TK-12th grade teachers to the Unrestricted General Fund to support salary increases from the 2019-2020 school year and onward for certificated and classified unit members. QTEA will continue to fund nine (9) hours of QTEA Professional Development for the 2018-2019 year at the rate of \$40 per hour for all TK-12th grade teachers.

Effective July 1, 2018, and continuing thereafter, QTEA will contribute \$150,000 of the QTEA Impact & Innovation Awards to the Unrestricted General Fund to support salary increases from the 2019-2020 school year and onward for certificated and classified unit members. QTEA will continue to fund \$450,000 of the Impact & Innovation Awards.

13.1.3 2019-2020 School Year

13.1.3.1 Effective July 1, 2019, the salary schedules and daily and hourly rates in Appendix C (except B-1-summer-school) shall be adjusted to reflect a four percent (4.0%) increase.

13.1.3.1.1 Effective July 1, 2019, QTEA will contribute an additional \$4,208,743 (the cost of 1% salary increase for the UESF bargaining unit calculated as of Fall 2017) to the Unrestricted General Fund to support salary increases for certificated and classified unit members. This contribution is derived from the items in Appendix F, Addendum G, which includes UESF Certificated Article 11.2.2.4, Article 11.2.3.1.1, and the following (see Appendix F, Addendum G):

Effective July 1, 2019, and continuing thereafter, QTEA will contribute funding previously dedicated to the remaining eight (8) hours of professional development for paraprofessional/paraeducators to the Unrestricted General Fund to support salary increases from the 2019-2020 school year and onward for certificated and classified unit members.

~~13.1.3.2 For Summer School, the foregoing increases shall take effect beginning with the first paraprofessional workday of the summer session in 2020.~~

13.1.4 Funding Measure Contingency

13.1.4.1 If a measure is successfully passed and implemented that will provide the District with additional revenue that may be used to fund unit compensation, the following shall occur:

13.1.4.1.1 Effective July 1, 2018, a new parcel tax add-on amount will be established for paraprofessionals/paraeducators for each step of the salary schedule equal to two percent (2%) of base hourly rates, defined as hourly rates after the four percent (4%) July 1, 2018 salary increase.

13.1.4.1.2 Effective July 1, 2018, a new parcel tax add-on will be established for EED and TK-12 teachers for each step of the salary schedule equal to two percent (2%) of base salaries, defined as the salary after the four percent (4%) July 1, 2018 salary increase.

~~13.1.4.1.3 In addition to the foregoing, unit members shall receive a one-time, off the schedule payment equal to one percent (1%) of their base salary, defined as the salary after the four percent (4%) July 1, 2018 salary increase.~~

~~13.1.4.1.4 The 18 hours of OTEA PD hours for teachers will be restored through the new parcel tax at the pay rate that is established in the new parcel tax MOU.~~ *TK-12 and EED EEO + TK-12*

~~13.1.4.1.5 The 8 hours of OTEA PD hours for paraprofessionals/paraeducators will be restored through the new parcel tax at the pay rate that is established in the new parcel tax MOU.~~ *ave*

13.1.4.1.6 The District shall make the following monthly one-twelfth [1/12] annual contributions for eligible unit members who have dependents enrolled for medical insurance coverage: up to \$223.72 \$323.72/month for employee plus one dependent; up to \$273.72 \$498.72/month for family coverage. "Eligible" shall mean a unit member who has worked 50% or more of a full-time assignment for his/her classification or (combination thereof) and who has been receiving an employee-only premium contribution by the District.

Implementation of 13.1.4.1.6 will be effective January 1, 2019 if the measure is placed on the June 2018 ballot and successfully passed and implemented.

Implementation of 13.1.4.1.6 will be effective January 1, 2020 if the measure is placed on the November 2018 ballot and successfully passed and implemented.

~~13.1.4.1.7 Effective July 1, 2019, a new Career Increment B will be established as a parcel tax add-on at an amount equal to a three (3%) percent increase from Increment A determined as~~

of 2019-20 New Parcel Tax Add-On for Eleventh-Year Paraprofessionals/Paraeducators:

Effective July 1, 2019, ^{and continuing thereafter for the duration of the NPT} each each paraprofessional/paraeducator who reaches their eleventh (11th) year anniversary of employment with SFUSD ^{during the} 2019-20 school year as well as any paraprofessional/paraeducator who has been employed by SFUSD for more than eleven (11) years shall be moved to Career Increment B receive an increase to their hourly rate equal to three percent (3%) of Career Increment A from the 2019-20 salary schedule.

This move is prospective only.

This is contingent upon passage and implementation of the new parcel tax.

~~13.1.4.1.8~~ **The parties shall reopen negotiations over how the remaining UESF parcel tax revenues shall be disbursed.**
~~13.1.4.1.8~~ **Any increase in compensation, including the aforementioned, shall be contingent upon successful passage and implementation of the measure.**

13.1.5 Compensation Calculation Example

13.1.5.1 Below is an example of how compensation increases will be applied from 2017-18 through 2019-20. This example uses a base of \$10,000 for illustrative purposes:

2017-2018

- Base salary raised by 3% effective 7/1/17 = \$10,300.
- 2% off schedule one-time payment after 3% increase to base salary (\$10,300 X 2% = \$206).

2018-2019

- Base salary raised by 4% effective 7/1/18 (\$10,300 X 4%) = \$10,712.
- If ballot measure successful and implemented, "parcel tax add on" column shall be established equal to 2% of new base salary effective 7/1/18 (\$10,712 X 2%) = \$214.24
- 1% off schedule one-time payment after 4% increase to base salary (\$10,712 X 1%) = \$107.12

2019-2020

- Base salary raised by 4% effective 7/1/19 (\$10,712 X 4%) = \$11,140.

~~13.1.1~~ 2014-2015 School Year

~~13.1.1.1~~ Effective July 1, 2014, the salary schedules and hourly rates in Appendix C shall be adjusted to reflect a two percent (2%) increase.

~~13.1.1.2~~ Effective January 1, 2015, the salary schedule and hourly rates in Appendix C shall be adjusted to reflect an additional two percent (2%) increase.

B.14.000 Remaining new parcel tax revenues designated by the parties for you shall be disbursed

distributed for the parties

~~13.1.1.3 — Effective July 1, 2014, a step designated as "Career Increment" shall be added to the paraprofessional salary schedule three percent (3%) above step 5 at year 8 (Step 6 at year 9 for C10 paraprofessionals).~~

~~13.1.1.4 — For Summer School, the foregoing increases shall take effect beginning with the first paraprofessional workday of the summer session in 2015.~~

~~13.1.2 — **2015-2016 School Year**~~

~~13.1.2.1 — Effective July 1, 2015, the salary schedules and hourly rates in Appendix C shall be adjusted to reflect a one and one-half percent (1.5%) increase.~~

~~13.1.2.2 — Effective January 1, 2016, the salary schedules and hourly rates in Appendix C shall be adjusted to reflect an additional one and one-half percent (1.5%) increase.~~

~~13.1.2.3 — If total unrestricted general fund revenues for the 2015-2016 school year, as stated in the 2015-2016 Unaudited Actual Report, exceed the amount stated for the 2015-2016 school year in the multiyear projection contained in the 2014-2015 adopted budget, the parties shall meet and confer to adjust the salary agreement if both parties agree that sufficient funds are available. Any such adjustments shall be prospective only.~~

~~13.1.3 — **2016-2017 School Year**~~

~~13.1.3.1 — Effective July 1, 2016, the salary schedules and hourly rates in Appendix C shall be adjusted to reflect a two and three-quarter percent (2.75%) increase.~~

~~13.1.3.2 — Effective January 1, 2017, the salary schedules and hourly rates in Appendix C shall be adjusted to reflect an additional two and one-quarter percent (2.25%) increase.~~

13.2 Longevity Pay — All United Support Personnel with ten (10) or more years of District service shall receive an additional longevity payment of \$0.30 per hour.

13.3 Language-Suffixed Position - Unit members in language-suffixed positions shall receive an additional \$35 per pay period.

13.3 Initial Salary Placement

13.3.1 Unit members initially hired by the District shall be placed on step one (1) of the appropriate salary schedule for his/ her class. However, the District and the Union may mutually agree, after consultation, to designate shortage areas. Thereafter, the District may place new employees as high as Step 5 in those areas. Said advanced step placement shall be based upon the applicant's prior experience, additional training or expertise, and must be approved, in advance, by the Chief of Human Resources or designee. If the District and the Union cannot mutually agree on the designation of a shortage area, the issue shall be referred to the Superintendent for final determination. The District will provide the Union with a quarterly report of the applicants hired above Step 1.

Classified Contract

13.4 A unit member must serve a minimum of seventy-five percent (75%) of the work calendar of his/her assignment to receive an increment for time in service.

13.4.1 Payment policies

13.4.1.1 Each unit member shall receive his/her payroll warrant or pay card according to the schedule established for other non-certificated employees of the District.

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

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

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

~~13.4.1.1.4 Bargaining unit members who elect not to receive salary payments through direct deposit shall be paid through alternative electronic means (such as a "pay card"). Unit members shall be entitled to make at least one free withdrawal from the designated financial institution each time a deposit is made by the District to the pay card. A list of pay card recipients shall be provided to the Union within thirty (30) days of the implementation of this program.~~

13.4.1.1.5 All electronic pay warrants shall be accessible via the unit member's District user name and password to a secure website provided by the District.

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

13.4.1.1.6 Electronic postings of salary deposits and itemized wage statements shall remain accessible to employees for two (2) full years from the date of pay.

13.4.1.1.7 The District will provide training regarding implementation of the electronic payroll system to any bargaining unit member on request. The parties will meet and consult over the implementation of this program through the Contract Administration Committee (CAC).

13.4.1.1.8 The electronic payroll system is intended to be implemented no later than January 1, 2013. The District will notify and consult with the Union through the CAC if there is a change in this timeline.

13.4.1.1.9 Any cost savings expected to result from the implementation of Section 13.4.1.1.1 and subsequent subsections shall count toward any total reduction in bargaining unit members' expenses sought by the District.

Classified Contract

13.5 Advancement on the Salary Schedule

- 13.5.1 A unit member in permanent status will continue to get a step increment on his/her anniversary date, but in no event advance more than one (1) step increment per year.
 - 13.5.1.1 A unit member hired on or before July 1, 1991, as a "temporary exempt employee" shall become a permanent employee on July 1, 1992, with a seniority date of the original date of hire in the District and shall advance one step on the salary schedule on his/he 1992-93 anniversary date and each year thereafter until reaching the maximum step on the schedule.
 - 13.5.1.2 A unit member hired after July 1, 1991, as a "temporary exempt employee" shall be considered to be in probationary status as of July 1, 1992, and shall become a permanent employee and advance one (1) step on the salary schedule on his/her 1992/93 anniversary date after one (1) year of service (seventy-five percent [75%] of the work calendar to which assigned) and each year thereafter until reaching the maximum step on the schedule.
 - 13.5.1.3 A unit member hired after July 1, 1992, shall be classified as a probationary employee as of the date of his/her hire and shall advance one (1) step after each year of service (seventy-five percent [75%] of the work calendar to which assigned).
- 13.7 United Support Personnel promoted to a class with a higher salary schedule will be placed on the step of the new schedule which has a higher dollar value than the present salary.
- 13.8 No unit member shall be required to take a reduction in his/her base hourly rate of pay as a result of an involuntary transfer. (See Section 12.4)
- 13.9 If, for a period of more than five (5) consecutive days within a fifteen (15) day calendar period, a unit member is assigned to perform duties inconsistent with those which he/she is normally assigned, her/his salary shall be adjusted upward for the entire period he/she is assigned to work out of class and at the pay rate of the higher class.
- 13.10 United Support Personnel who are assigned and authorized for reimbursement by their supervisors to use their automobiles in the performance of their duties shall be reimbursed at the IRS nontaxable mileage rate in effect on July 1st, of each year, except for the unit member's normal commute between his/her home and her/his first/last school. United Support Personnel required to pick up, deliver or return school related equipment or supplies shall be reimbursed upon authorization by the immediate supervisor.
- 13.11 The fringe benefit program shall include:**
 - 13.11.1 The District shall make the following monthly one-twelfth [1/12] annual contributions for eligible unit members who have dependents enrolled for medical insurance coverage: up to ~~\$223.72~~ **\$273.72**/month for employee plus one dependent; up to ~~\$273.72~~ **\$373.72**/month for family coverage. "Eligible" shall mean a unit member who has worked 50% or more of a full-time assignment for his/her classification or combination thereof) and who has been receiving an employee-only premium contribution by the District.

13.11.1.1 The District contribution amounts set forth in section 13.11.1 shall be effective January 1, 2019.

13.11.2 **Medical** — Every probationary or permanent unit member who is regularly assigned for forty (40) or more hours per pay period of bargaining unit work, including combinations of said work which equal forty (40) or more hours per pay period, shall be eligible for a comprehensive medical plan.

13.11.2.1 In order to receive medical coverage under the Health Service System, each eligible unit member must enroll for that coverage, and complete the necessary forms for dependent coverage, if any, within thirty (30) days after becoming eligible for enrollment.

13.11.3 **Dental** — Every probationary or permanent unit member who is regularly assigned for forty (40) or more hours per pay period of bargaining unit work, including combinations of said work which equal said threshold hours, shall be eligible for a comprehensive dental plan during employment. The annual maximum benefit shall be \$1,500.

13.11.4 Other Provisions

13.11.4.1 Once a unit member has qualified for medical and dental insurance coverage by the District, he/she shall maintain said eligibility and District contribution, if the regularly assigned hours of service fall below the forty (40) or more threshold hours per pay period.

13.11.4.2 The District shall make its biweekly medical and dental insurance premium contribution over the summer months for an eligible school term unit member provided he/she served the full term of the work calendar to which assigned.

13.11.4.3 Married unit members who are both employed by the District and eligible for participation in the health and dental plans shall have full individual unit member coverage for themselves.

13.12 Fringe benefits of part-time United Support Personnel

13.12.1 A probationary or permanent unit member working a minimum of thirty (30) regularly assigned minutes per day in excess of his/her regular assignment(s) for a period of twenty (20) consecutive work days or more, shall have his/ her basic assignment changed to reflect the longer hours in order to acquire fringe benefits as specified in Section 13.12.

13.12.2 If a part-time unit member's average paid time, excluding overtime for which the employee receives compensation at a rate at least equal to time and one-half, exceeds his/her average assigned time by fifty (50) minutes or more per work day in any quarter, the hours paid per day for compensable leaves of absence and holidays in the succeeding quarter shall be equivalent to the average hours paid per work day in the preceding quarter, excluding overtime.

13.12.3 **Medical benefits** Effective on or about the start of the second semester of the 2000-01 school year, every probationary or permanent unit member who is regularly assigned to at least fifteen (15) but less than twenty (20) hours per

Classified Contract

week shall be entitled to one of the following medical insurance options as determined by the district:

- 13.12.3.1 A District premium contribution equivalent to 75% of the employee-only Kaiser premium for those who enroll in an HSS medical insurance plan and who agree to pay the remaining 25% of the premium, or
- 13.12.3.2 Coverage under an option offered by the City as a result of an Ordinance it may enact requiring agencies receiving City funds to either provide employees with some type of medical coverage or participate in one of the coverage options contained in said Ordinance.
- 13.13 Retirement** — Effective October 12, 2011, the District shall participate in and make required employer contributions to Social Security System (hereafter "System") or a 403(b) account for United Support Personnel as provided for herein.
- 13.13.1 The District, in consultation with the Union, will establish 403(b) accounts into which it will make post-employment employer contributions in lieu of any remuneration for unused accumulated sick leave. Such in-lieu-of employer contribution shall be made in accordance with all applicable rules and regulations. The District will establish such accounts at the request of any retired unit member who did not have such an account prior to October 12, 2011.
- 13.13.2 Any classified bargaining unit member who notifies the District's Human Resources Department no later than 5:00 pm March 1 of his or her plan to retire or resign on or before June 30 shall receive a \$250 stipend.
- 13.14 State Disability Insurance** — Unit members are required to participate in and contribute to the State Disability Insurance Plan in accordance with elective coverage of the California Unemployment Insurance Code.
- 13.14.1 Unit members eligible for State Disability benefits and sick leave benefits for any portion of the period of disability shall be required to make application for both benefits. The State Disability benefits shall be returned to the District to be credited to the worker's sick leave balance on the following basis:
- Integration with State Disability is automatic and cannot be waived.
 - The amount credited to the worker's sick leave balance shall be converted to sick leave hours by dividing the amount received from State Disability Insurance by the worker's straight time hourly rate, at the time of payment, as determined by the appropriate salary schedule for the worker's class of employment.
- 13.15 The District and Union shall establish a joint study committee to review possible cost containment provisions for fringe benefit coverage and carriers. If the District and the Union mutually agree on cost containment revisions, said agreement shall be reduced to a Side Letter of Agreement. The joint study committee referred to herein shall be ongoing in its review of the fringe benefit program.
- 13.16 Pending written certification by the City Health Service System, bargaining unit members who retire under the PARS program eligibility shall be provided with employee only medical insurance coverage through said System.

13.17 Retiree Health Benefits: Inclusion of Social Security Members

- 13.17.1 All United Support Personnel employed by the District on July 1, 2005, and who exercised the irrevocable option to continue Individual participation as a Social Security member pursuant to Article 13.16.6 of this agreement shall be deemed fully eligible and vested in the San Francisco City and County Health Services System for the purpose of receiving life-time medical benefits as a retiree from San Francisco Unified School District as set forth in Section 13.18.
- 13.17.2 The District shall take all necessary and prudent steps to implement the provision above. UESF shall receive copies of all communication between the District and Health Service System related to this provision.
- 13.17.3 All United Support Personnel who transition to Social Security pursuant to 13.13.1 of this agreement shall be deemed fully eligible and vested in the San Francisco City and County Health Services System for the purpose of receiving life-time medical benefits as a retiree from San Francisco Unified School District as set forth in Section 13.18.
- 13.17.4 All United Support Personnel who elected to remain outside of Social Security by October 12, 2011 shall be deemed fully eligible and vested in the San Francisco City and County Health Services System for the purpose of receiving life-time medical benefits as a retiree from San Francisco Unified School District as set forth in Section 13.18.

13.18 Retiree Health Benefits: Vesting Period

- 13.18.1 Unit members working in the Early Education and/or Special Education Program shall be eligible for retiree health and welfare benefits if they work at least three (3) hours per day, in addition to the years of service requirement described below. All other unit members shall be eligible for retiree health and welfare benefits if they work at least four (4) hours per day, in addition to the years of service requirement described below.
- 13.18.2 Employees hired on or after July 1, 2006 shall be required to be employed for the final ten (10) consecutive years.
- 13.18.3 Final consecutive years of service shall include approved paid leaves of absence. Unpaid leaves and separation from employment due to reduction in force shall not constitute a break in service but shall not be counted in the 10 year requirement.

13.19 Early Education Department (EED)

- ~~13.19.1~~ **13.19.1** The job description for paraprofessionals assigned to the Early Education Department may be modified by the District to include those work activities currently related to sleeping cots used by students. If said modification takes place, the salary schedule for the class of C10 shall be increased by \$.15 per hour.
- 13.19.2 All paraprofessionals assigned to the Early Education Department shall have completed the six (6) semester units of college training in Early Childhood

Classified Contract

Education, as prescribed by the California Department of Social Services, Community Care Licensing.

- 13.19.2.1 For current bargaining unit members who will be required to take said college training, the District will provide tuition reimbursement upon satisfactory completion of classes taken at the institution(s) identified by the District. If the unit member opts for qualifying classes offered elsewhere, the reimbursement shall not exceed that paid at (a) District-identified institution(s). The reimbursement provisions contained herein shall be retroactive to July 1, 1995, for courses completed after said date.
- 13.19.2.2 The District and the Union will work together in planning the arrangements under which said course work will be offered. Included in said arrangements shall be: The college(s)/institutions through which the courses will be offered, the scheduling and location of the offerings, the content emphasis of the classes, the relativity to SFUSD curriculum, language consideration, etc.
- 13.19.3 All newly employed unit members shall be required to have the college training described above as a condition of employment.
- 13.19.4 Current bargaining unit members who have not completed the college training described above shall receive District assistance, including in-service training, in placement in paraprofessional classification vacancies outside the Early Education Department and for which they are qualified. Such qualifications may include successful completion of the applicable proficiency test.

13.20 Paraprofessional Substitute Corps

- 13.20.1 As soon as administratively feasible after the start of the Fall semester, but in no case later than fifteen (15) days after the start of the school year, the District shall identify and establish a corps of at least ten (10) and up to thirty (30) six-hour paraprofessionals to serve in substitute assignments as designated by the District. All appointments shall be retroactive to the first day of the school year.
- 13.20.2 Appointment to these positions shall be based upon application and prior experience in SFUSD in the S10 and/or N10 classifications resulting in an overall evaluation rating of "satisfactory" or above for the most recent school year, and then shall be open to other USP employees of the District. Following these recruitment attempts, positions may be opened to new employees.
- 13.20.3 Corps Substitute Paraprofessionals shall begin at Step 1 of Schedule 911 of Salary Schedule C.3, plus a \$1 per hour differential and will be entitled to move one step each year on the 911 schedule. Corps Substitute Paraprofessionals shall receive benefits in accordance with Article 13 of the USP contract.
- 13.20.4 Corps Substitute Paraprofessionals shall have priority considerations (i.e., the right to an interview before applicants from outside the district) for non-substitute paraprofessional vacancies that occur during the course of the academic school year.

13.21 Special Education Paraprofessional Substitutes

Classified Contract

Time: _____

The District shall make every reasonable effort to recruit and provide substitutes for absent teachers and paraprofessionals assigned to special day classes, paraprofessionals assigned one-to-one service providers, and to general education classes with students who are receiving special education services in the general education setting. Upon request to the District Human Resources Department, efforts will be made to obtain substitutes for long-term absences of paraprofessionals in other special education classes. Long-term absences shall be those projected to be in excess of seven (7) work days.

13.22 Professional Development

13.22.1 Professional Development opportunities shall relate directly to the professional responsibilities of the respective classifications.

9. Hours of Work and Work Year

9.1 The regular work week of a full-time unit member shall consist of not more than five (5) work days within a seven (7) day period (Sunday through Saturday).

9.2 The length of the regular work day shall not exceed eight (8) hours of service.

9.2.1 Each unit member shall be assigned fixed regular number of work hours which can only be changed as provided for in Article 21, Effects of Layoffs. Every effort shall be made to maintain paraprofessional work schedules after the first student instructional days of the school year. Thereafter, required changes in a paraprofessional's work schedule shall be by mutual consent wherever possible. If the change in the paraprofessional's work schedule cannot be made by mutual consent an explanation on the need for the change shall be provided by the administrator to the paraprofessional.

9.2.2 United Support Personnel who work with classroom teachers may be granted one (1) hour planning time per week for necessary preparations.

9.2.3 Commencing with the 2018-2019 school year and continuing thereafter, the work year for all United Support Personnel shall be increased by one (1) District Professional Development Day. The funding for this additional day will come from ten (10) hours of QTEA paraeducator/paraprofessional PD, leaving eight (8) hours remaining in the QTEA PD allocation. The day shall be scheduled by mutual agreement between the District and the Union for Early Education paraeducators/paraprofessionals, and prior to the start of the student instructional year for all other United Support Personnel.

The distribution of these hours will be determined through mutual agreement between the District and the Union.

For this additional day, no paraprofessional/paraeducator will receive less than \$190/day if seven (7) hours are worked.

~~9.2.3 The District and Union shall examine the possibility of adding one (1) additional day of service for staff development buy-back activities, pursuant to current legislation, without a corresponding increase in compensation.~~

9.3 Payment for Hours In Excess Of Assigned Time

- 9.3.1 United Support Personnel shall be paid for all assigned hours worked beyond their regularly assigned hours.
- 9.3.2 United Support personnel who work more than forty (40) hours in a work week shall be paid at the rate of one and one-half (1.5) times their hourly rate per hours worked.
 - 9.3.2.1 Unit members may elect with prior approval of his/her supervisor to receive compensatory time at the rate of one and one-half (1.5) times the employee's extra hours worked in lieu of payment. Such compensatory time earned shall be used within the fiscal year in which it was earned.
- 9.3.3 When a unit member is required to work on any of the holidays referenced in Section 10.2 he/she shall be paid compensation, or given compensating time off for such work in addition to the regular pay received for the holiday, at the rate of time and one-half (1-1/2) the employee's regular rate of pay.
- 9.3.4 Employees who are required to attend school site meetings, consultations, field trips, or other activities which extend beyond their normal work day shall be compensated at their appropriate hourly rate of pay for such work.
- 9.4 It is the intent of the District that all probationary and permanent bargaining unit members have regular work assignments of a minimum of four (4) hours. All newly created regular work assignments shall be at least four (4) hours per day or forty (40) hours per pay period. Whenever an existing regular work assignment of less than four (4) hours per day or forty (40) hours per pay period becomes vacant it shall either be increased to four (4) or more or these hours shall be reassigned to other unit members at the site in accordance with Sections 9.5.5 and 9.5.6. The provisions of this section shall not apply to the Early Education Department, non-Public School assignments or where they are contrary to Special Education needs.
 - 9.4.1 All newly created United Support Personnel positions shall be in whole hour increments of four (4) through eight (8) hours per day subject to the exceptions cited in Section 9.4 above.
 - ~~9.4.2 Probationary and permanent bargaining unit members in the T10 classification who held regular work assignments of eight (8) hours per day at any time since the start of the 2009-2010 school year and whose regular work assignment was subsequently reduced shall be offered an additional one hundred and eighty (180) hours of work during the term of this agreement. These hours shall be in addition to hours customarily and routinely offered beyond their regular work assignments (e.g., for student and athletic events). Bargaining unit members who terminate for any reason before the expiration of this agreement shall be paid for their unused additional hours.~~

9.5 Temporarily Assigned Additional Hours

- 9.5.1 Unit members desiring additional hours shall submit such a request in writing to the site administrator. Such request shall remain in effect until additional hours are granted for the current school year.

Classified Contract

- 9.5.2 After a unit member's base hours of assigned time for a school year have been established, said hours may be temporarily increased subject to the following conditions:
 - 9.5.2.1 The available revenue source of the temporary increase in hours shall not exceed the end of the fiscal year in which it occurs;
 - 9.5.2.2 Any additional temporary hours of assigned time, as described herein, shall be used for computing eligibility for sick leave and vacation accrual for the period of temporary increase;
 - 9.5.2.3 The addition of temporarily assigned hours shall not be used to make a unit member eligible for City Health Service System benefits;
 - 9.5.2.4 In no event shall the temporarily assigned hours exceed seventy-five percent (75%) of the school year, as defined in Education Code Section 45103.
- 9.5.3 The source of temporarily assigned hours shall be defined as: revenue from a grant of specified duration not to exceed two years; revenues available by virtue of an unpaid leave of absence for a unit member in the same class; revenues that accrue because of the District's inability to fill a vacancy; excess revenue available during the last quarter of a school year; or lack of sufficient continuing revenue after final allocation of categorical funds.
- 9.5.4 At the end of the period of temporarily assigned additional hours (as described herein), or June 30th, if earlier, the unit member shall retain the base hours in effect for that year prior to the temporary addition.
- 9.5.5 In the event additional hours are available in a center or a program, those unit members working fewer than four (4) hours who have submitted their request in writing will receive priority consideration for increasing their number of assigned hours.
- 9.5.6 In the event a site has no unit members working fewer than four (4) hours, those unit members who have submitted their request in writing will receive priority consideration on the basis of seniority for increasing their number of assigned hours.
- 9.5.7 Notwithstanding the provisions of Sections 9.4, 9.5.5, and 9.5.6, above, a substitute pool of unit members created in lieu of layoff shall have the first opportunity to fill temporarily assigned additional hours. Said hours shall be administered in compliance with Sections 9.5.2.1 through 9.5.2.4 and 9.5.4.
- 9.6 **Planning Time** — Any time spent for assigned planning and/or preparation of materials shall be from within the unit member's assigned hours.
- 9.7 **Rest Periods** — All bargaining unit members shall be granted a fifteen (15) minute rest period during any work assignments that are four (4) or five (5) hours in duration. Two such fifteen (15) minute rest periods shall be granted during work assignments that are five and one-half (5.5), six (6), seven (7) or eight (8) hours in duration.

Classified Contract

- 9.7.1 Authorized rest periods are counted as hours worked for which there is no deduction from wages.
- 9.7.2 Wherever possible, rest periods shall be taken close to the middle of the work assignment.
- 9.7.3 Rest period scheduling is subject to the approval of the employee's supervisor.
- 9.7.4 Rest periods not taken cannot be accumulated or used to shorten the work schedule at either the beginning or end of the assignment.
- 9.7.5 Passing periods shall not be used as a substitute for rest periods.
- 9.8 **Lunch Periods** — Where program needs require the unit member to remain with students for instructional purposes during lunch, this time shall be part of the work assignment and paid. Otherwise, lunch periods shall be non-paid and taken in accordance with the following schedule, unless changed by mutual agreement of the unit member and supervisor.

Hours Worked	Lunch Period
1, 2, 3, 4	None
5, 6, 7	Minimum 30 minutes
8	Minimum 30 minutes Maximum 60 minutes

- 9.9 Unit members shall be eligible to participate in in-service activities or other conferences offered. If the unit member is approved to attend, he/she shall be paid according to her/his regular hourly rate of pay for such attendance.

10.2.4 Floating Holidays

- 10.2.4.1 After six (6) months of **employment active service**, all Bargaining Unit personnel are entitled to take three ~~(3)~~ **four (4)** Floating Holidays, **unless some or all of the Floating Holidays are mandated (designated) for calendaring purposes, the scheduling of which shall be according to section 10.2.4.2.**
- 10.2.4.2 ~~Non-mandated Floating Holidays are to be taken only with prior approval of the employee's supervisor.~~ For School Term Employees, and unlike vacation scheduling, Floating Holidays are to be taken during the regularly scheduled school year. Prior approval shall be required if the Floating Holiday is being requested on a student attendance day.

30. Duration

This contract shall be effective from July 1, 2014~~2017~~, through June 30, 2017~~2020~~. Nothing contained herein shall preclude the parties from mutually agreeing to negotiate any other subject during the term of the agreement.

UESF Proposal

Date: _____

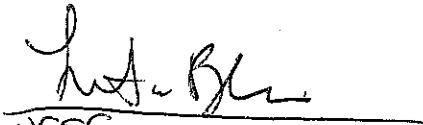
Classified Contract


Time: _____

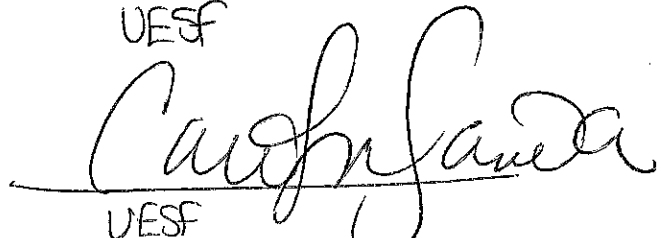
31. Reopeners

There shall be no reopeners during the term of this contract except as provided in *herein*
~~section 13.1.4, except as otherwise provided herein.~~


SFUSD


UESF


UESF


UESF

TA

SFUSD

UESF

UESF Counterproposal to SFUSD Classified

Date: 11.3.17

Time: 5:38

Charmel Aguilera

Luella Blum

Susan Solomon

Carol Gardner

3. Union Rights

3.1 All official District circulars which deal with the work conditions or the welfare of members of the bargaining unit as covered by this contract shall be posted promptly in each school or work location in the District and forwarded to the Union.

3.2 The Union shall have the right to post notices of activities and matters of Union concern on Union bulletin board space. Such bulletin board space shall be of adequate size and shall be provided in each school building or center in areas frequented by United Support Personnel. The Union may use the District mail service and unit member mailboxes (or other appropriate accommodation provided by the District to assure receipt of mail) for communications to United Support Personnel, subject to reasonable regulations.

3.3 Authorized Union staff representatives shall have the right to visit the schools. Representatives shall make their presence known to the appropriate authority in the school. Conferences and/or meetings shall be scheduled so as not to interfere with or disrupt normal school functions or the normal delivery of District services.

3.4 Board of Education Meetings

3.4.1 The District shall make the agenda and minutes of each meeting, including public and non-confidential support material, of the Board of Education available to the Union at approximately the same time that they are made available to the members of the Board of Education.

3.4.2 Through its representative, the Union shall have the right to speak to any item on the Board meeting agenda, and at any meeting of Board committees and/or District task forces.

3.4.3 The Union shall be guaranteed the right to speak on off-agenda items at all meetings of the Board of Education if it (the Union) so desires.

3.5 All proposed District policies that affect bargaining unit members shall be submitted to the Union prior to the proposed policy's first reading at the Board of Education.

3.5.1 (This Section shall be suspended and inoperative.) The Union may request the Living Contract Committee to consider the proposed policy. The Living Contract Committee shall be provided with an opportunity to make comments to the Superintendent and/or the Board regarding the proposed policy.

3.5.2 The Union may submit written responses, including suggestions for modification of the proposed policy, which shall be forwarded to the Board for their consideration prior to the second reading.

3.6 The District shall make every effort to have all administrative offices send copies of all notices affecting the working conditions of United Support Personnel at a site or district-wide to the Union.

- 3.7 The District shall honor reasonable written requests from the Union for information, statistics, records, etc., necessary for the Union to fulfill its role as the exclusive representative of United Support Personnel.
- 3.8 The District agrees that the Union shall have the exclusive right to payroll deduction of dues. An appropriate electronic list showing the unit member's name and the amount of dues deduction shall be sent to the Union. The District agrees to make efforts to expedite this procedure.
- 3.9 The Union and its members shall have the right to make use of school buildings and facilities pursuant to the provisions of the Civic Center Act.
- 3.10 Names, addresses, and telephone numbers of all bargaining unit members shall be provided to the Union on or about September 21st or the beginning of the third pay period of each school year. Individual teacher requests for confidentiality regarding addresses and telephone numbers shall be honored. Use of such information shall be for Union business only.
- 3.11 Upon appropriate written authorization from the unit member, the District shall deduct from the salary of any unit member and or make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Union and the District.
- 3.12 One (1) representative designated by the Union or more, if mutually agreed to, shall be included on any Superintendent created task force, committee, or group, that deals with curriculum, instruction, recruitment of new United Support Personnel particularly with respect to shortage areas and affirmative action concerns, school facilities, student discipline, industrial health and safety, or any other matters that may affect members of the bargaining unit.
- 3.13 Six (6) Union member United Support Personnel shall be granted leaves of absence to conduct Union business. Up to two (2) additional Union United Support Personnel shall be granted leaves subject to the District's securing qualified and competent replacements. Such leaves shall normally begin at the beginning of a semester only. The Union shall notify the Chief of Human Resources normally no later than June 30 and November 30 respectively for leaves beginning at the start of the first or second semester. The Union shall reimburse the District no later than the end of the academic year the cost of such released time. The cost of said released time shall be computed on the basis of the average entry-level United Support Personnel step and column placement, plus benefits and fixed costs. Members granted such leave shall be credited with service time for salary increment and benefit purposes. A unit member returning from a leave of one year or less shall return to the school to which he/she was assigned, or would have been assigned had the unit member not been on leave. In the case of a unit member who is away there must be a good faith effort by the principal at consultation prior to any personnel decision affecting the unit member's position to which he/she would normally return.
- 3.13.1 The District shall grant reasonable requests for short-term leaves for Union business, other than bargaining, providing a written request is submitted by the Union at least five (5) days in advance stating the nature of the Union business

and also providing that adequate substitutes are available. The Union shall reimburse the District for its cost of providing a substitute when this short term provision is granted. The aggregate days shall be limited to the unused number of days granted in Section 3.13.

- 3.14 Union representatives from the Early Education Department shall be provided released time to attend Union meetings, if substitutes are available. The Union shall reimburse the District for its cost of providing a substitute.
- 3.15 The District may use volunteer aides to enhance its educational program but not to permit displacement of United Support Personnel or to use volunteers in lieu of normal paraprofessional requirements.
- 3.16 Site administrators shall meet as necessary with union representatives at a site on matters related to contract administration. Any such meetings shall be held at times that do not interfere with or disrupt normal school functions. The Union and the District agree to encourage United Support Personnel, teachers, and the administration to resolve contract-related matters through the Union Building Committee (UBC) as established by the Teachers' Contract where mutually agreeable by the parties. (See Appendix D)
- 3.17 **Organizational Security, Terms and Conditions** — Unit members shall, for the duration of this contract, do one of the following:
- a) Become a member of United Educators of San Francisco (UESF);
 - b) Pay an Agency Fee to UESF in lieu of membership;
 - c) If a Conscientious Objector within the criteria set forth herein, or in other law, pay an amount equal to the applicable UESF dues and other fees for service to a nonreligious charitable fund as set forth herein.
- 3.17.1 The District shall, at the time an individual's employment commences, furnish to that unit member a written statement and an enrollment card addressed to the Union prepared and furnished by the Union of the above requirement. The statement shall reflect current practice unless the Union and District agree to alter it in the future.
- 3.17.2 Any unit member who is not a member of the Union or who does not make application for membership within thirty (30) days of the effective date of this agreement, or within thirty (30) days from the date of assigned duties within the bargaining unit, shall become a member of the Union or shall pay to the Union an Agency fee equal to unified membership dues, initiation fees and general assessments, in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Section 3.11 of this article. In the event that a unit member shall not pay such fee directly to the Union, or authorized payment through payroll deduction as provided in Sections 3.11, the Union shall so inform the District and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45168. There shall be no charge to the Union for such mandatory Agency Fee deductions. The District is not obligated to initiate Agency Fee deductions until the payroll period following the time the Union has provided the

District with a copy of its notification to fee payers and has consulted with the District with regard to the Union's obligation under State and Federal law to provide written notice to nonmembers of:

- 3.17.2.1 the amount of the Agency Fee including an appropriate breakdown of chargeable expenses;
- 3.17.2.2 the availability to all such nonmembers of a prompt hearing regarding the Agency Fee amount before a neutral arbitrator at Union expense; and
- 3.17.2.3 the established procedures for escrowing in an interest bearing account the fees that are in dispute.
- 3.17.3 UESF agrees to furnish to the District's Chief of Human Resources or his/her designee a "Certification Form" to the District certifying the amount of UESF dues, Agency Fees and fees for other services as applied to unit members. Such certification shall be furnished annually and upon any change in such amounts applied.
- 3.17.4 With respect to all sums deducted by the District pursuant to this article, whether for membership dues or Agency Fee, the District agrees to promptly remit biweekly such monies to the Union accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Union, and to indicate any changes in personnel from the list previously furnished.
- 3.17.5 The Union agrees to furnish in a timely manner any information needed by the District to fulfill the provisions of this article.
- 3.17.6 UESF agrees it shall indemnify and hold the District harmless from any costs of defense or liability arising from any and all claims, demands, lawsuits, or any other actions arising from any implementation or compliance with this article, or, District reliance on any list, notice, document, certification, or authorization furnished under this article by UESF. The Union shall have the exclusive right to decide and determine whether any such action referred to above shall or shall not be compromised, resisted, defended, tried or appealed.
- 3.17.7 Any unit member who is paying dues and who wishes to stop making those payments shall do so by giving written notice to the Union, which shall promptly inform the District of such request so that it may be processed in a timely manner.
- 3.18 The District shall notify the Union in writing ten (10) days before any initial group on-boarding of classified employees held before the start of the instructional calendar. For new hires and onboarding that will occur throughout the school year, the District and Union will establish a calendar of Union orientations. These Union orientations will occur every thirty (30) days at a place and time to be determined by both parties. *†
- 3.18.1 Union representatives shall be permitted to make a presentation at such orientations of up to thirty (30) minutes, and present written materials to any employee participating in such orientation, without the presence of management. A reasonable number of representatives shall have the right to receive ~~reasonable~~ periods of release time without loss of compensation for this purpose. UESF

SFUSD

11. Leaves

11.1 Sick Leave

- 11.1.1 Members of the bargaining unit absent due to illness or injury must follow procedures established by their immediate supervisor to notify their department of intent to be absent, the nature of the illness or injury, and the anticipated duration of the illness. Except in the case of emergency, said notification shall normally be made no later than thirty (30) minutes prior to the start of the work shift.
- 11.1.2 Sick leave benefits will be granted to all United Support Personnel without pay deduction accruing each pay period at the current rate of 0.05 times the number of hours worked. Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day. Credit for leave of absence need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) sick leave units, or the proportionate amount to which he may be entitled under this section, until the first day of the calendar month after completion of six (6) months of active service with the District.
- 11.1.3 Sick leave may be granted for absences due to medical or dental appointment, eye examinations or any unit member medical services. A unit member is to make an effort to schedule the appointment during off hours.
- 11.1.4 If a member of the bargaining unit does not use the full amount of sick leave allowed in any year, the amount not taken shall be accumulated from year to year.
- 11.1.5 A unit member who is absent because of illness for more than five (5) consecutive school days may be required to submit a medical statement containing a diagnosis, except that in the event of a strike of City and County or School District employees, the District may require a medical statement for each day's absence due to illness. For an extended illness a medical statement shall be submitted monthly.
- 11.1.6 A unit member anticipating a future sick leave absence due to surgery or other predictable cause shall notify the District in writing as far in advance as possible of said absence, including appropriate medical verification.
- 11.1.7 **Catastrophic Sick Leave Bank** — The Union and the District agree to establish a Catastrophic Sick Leave Bank which incorporates the following points:
- 11.1.7.1 Participation shall be voluntary, ~~but permitted for all United Support Personnel covered by this collective bargaining agreement, and included in the bargaining unit.~~
- 11.1.7.2 Each unit member who donates a five (5) sick leave hours to the Catastrophic Sick Leave Bank ~~decides to participate during the school year open enrollment period shall remain a member of the Catastrophic Sick Leave Bank for that year and all future years of District employment, unless otherwise requested in writing to Human Resources. To draw from the bank, a unit member must be a member of the bank. The Governing Committee shall determine if an exception shall be made to this provision.~~

- 11.1.7.2.1 The open enrollment period will be from the first day of school through the 10th of October and February 14th through March 15th. **An exception will be made for donations that are made to a specific individual. (See 11.1.7.3.3) Donations that are made for a specific individual may be made at any time during the school year.**
- 11.1.7.3 Eligibility for membership in the Catastrophic Sick Leave Bank is limited to United Support Personnel having accumulated ~~forty (40)~~ **thirty (30)** or more sick leave hours at the time they join. **For members who work four (4) hours or fewer per day, eligibility is limited to unit members having accumulated ten (10) hours or more leave hours at the time they join.** In order to join, a unit member must donate at least five (5) sick leave hours to the bank. A donation to a specific individual can only be made by those unit members who are members of the bank. Any unused specific individual donations revert to the bank.
- 11.1.7.3.1 In order to join the Catastrophic Sick Leave Bank, a unit member must donate at least five (5) sick leave hours to the bank. The unit member must have ~~forty (40)~~ **twenty-five (25)** sick leave hours remaining following the donation of five (5) sick leave hours. **In order to join the Catastrophic Sick Leave Bank, members who work four (4) hours or fewer per day must have at least five (5) sick leave hours remaining following the donation of five (5) sick leave hours.**
- 11.1.7.3.2 A unit member who has donated five (5) sick leave hours to the Catastrophic Sick Leave Bank is immediately eligible to be a recipient of hours from the Catastrophic Sick Leave Bank.
- 11.1.7.3.3 Only unit members who are already members of the Catastrophic Sick Leave Bank can make a donation to a specific individual.
- 11.1.7.3.3.1 Any unused donations made to a specific individuals revert to the Catastrophic Sick Leave Bank and shall then become available for use by any approved Catastrophic Sick Leave Bank member.
- 11.1.7.4 The Union and the District shall establish a Governing Committee which shall oversee the operation of the Sick Leave Bank, ~~including the initial contribution required for membership and the contributions required for future years.~~ Administrative procedures shall be the responsibility of the Sick Leave Bank's Governing Committee (hereafter referred to as "the Committee").
- 11.1.7.4.1 The Committee shall be comprised of no more than 4 members (certificated and classified representatives) appointed by UESF and 1 member appointed by the District.
- 11.1.7.5 If the District and the Union deem the Bank inoperable, the Governing Committee shall return to those United Support Personnel those ~~days~~ hours contributed or the remaining fraction thereof.
- 11.1.7.5.1 A catastrophic illness or injury is defined as one which is life threatening and will last for at least thirty (30) days and which prevents the unit member from performing his/her duties.
- 11.1.7.5.2 Donations to the Catastrophic Sick Leave Bank shall be accepted during the established open enrollment period (Art. 11.1.7.2.1).
- 11.1.7.5.3 A unit member must complete an application for the use of the Catastrophic

Sick Leave Bank hours which shall include medical reports certifying the nature of illness/injury meets the definition of catastrophic illness or injury in section 11.1.7.5.1.

- 11.1.7.5.4 Upon receipt of the completed application, processing of the application shall occur within ten (10) work days.
- 11.1.7.5.5 The District representative to the Committee shall be responsible for processing the completed applications, presenting them to the Committee, and tracking each donation made and each hour distributed from the Catastrophic Sick Leave Bank.
- 11.1.7.5.5.1 Upon donation a receipt (such as an email) shall be issued to donors acknowledging the number of hours donated.
- 11.1.7.5.6 The Committee shall determine which Catastrophic Sick Leave Bank members shall receive hours from the Catastrophic Sick Leave Bank.
- 11.1.7.5.6.1 The District representative to the Committee may vote only in the case of a tie.
- 11.1.7.5.7 A unit member may receive no more than the number of regularly scheduled hours worked daily times 100 from the Catastrophic Sick Leave Bank in any school year.
- 11.1.7.5.8 Unit members receiving Workers' Compensation benefits for an industrial injury or illness shall not be entitled to Catastrophic Sick Leave Bank benefits.
- 11.1.7.5.9 The Committee may request that an applicant for Catastrophic Sick Leave Bank hours apply for permanent disability retirement in lieu of the leave provisions described herein.
- 11.1.7.5.10 If an application for use of Catastrophic Sick Leave Bank hours is denied, the member may appeal the decision to the Executive Board of UESF within ten (10) business work days of notification of denial. The appeal shall be considered at the next regularly scheduled meeting of the UESF Executive Board. **The UESF Executive Board shall notify the District Representative to the Committee in writing as to the outcome of the appeal.**
- 11.1.7.5.11 The Union UESF and the District shall instruct their appointee(s) to make a good faith effort to maintain confidentiality of both donations to and withdrawals from the Catastrophic Sick Leave Bank. **However, there shall be no liability or recourse if said confidentiality is not maintained.**
- 11.1.7.5.12 All application and donation forms will be available on-line at the Human Resources benefits intranet website.
- 11.1.7.5.13 The Union UESF and the District shall review and evaluate the program's efficacy at the end of each school year, and shall make recommendations, if any, to the Union President and the District Superintendent or designee.
- 11.1.7.6 The Catastrophic Sick Leave Bank shall be considered fully operational when all of the conditions listed below have been satisfied:
- 11.1.7.6.1 The Committee has been appointed.
- 11.1.7.6.2 Members of the bargaining unit have been notified by UESF of the Catastrophic Sick Leave Bank policies and procedures.
- 11.1.7.7 The District shall notify the Committee when the level of donated hours in the

Catastrophic Sick Leave Bank drops below 486 hours. If the number of donated hours in the Catastrophic Sick Leave Bank drops below 486 hours, UESF shall initiate a donation drive.

11.1.7.8 Unit mMembers must expend their accrued sick leave and extended sick leave and any paid time prior to receiving donations from the Catastrophic Sick Leave Bank.

~~11.1.7.6 Sick Leave Bank Forms and operating procedures mutually agreed to are found in Appendix H.~~

11.2 Personal Necessity Leave

11.2.1 A maximum of eight (8) days of paid leave, deducted from sick leave, may be used in any school year for Personal Necessity Leave for any of the following:

11.2.1.1 Death of a member of his/her immediate family **as defined in section 11.7.1 or any other person as defined in section 11.7.2**, household member, close personal friend or a non-immediate family member (extension of bereavement leave).

11.2.1.2 Accident involving her/his person or property, or property of a member of his/her immediate family or household member.

11.2.1.3 Appearance in court as a litigant (Leaves of absence for court appearance as a witness, pursuant to subpoena, will be granted with pay pursuant to Section 11.6 and shall not be deducted from Personal Necessity Leave.)

11.2.1.4 Serious illness or accident to an immediate family member that requires the unit member's absence from service.

11.2.2 Personal Necessity Leave may also be utilized for compelling personal circumstances or business which cannot be expected to be disregarded, which cannot be dealt with during off-duty hours, or which represent an imminent danger to the unit member's immediate family/personal property.

11.2.3 Approval shall be obtained prior to the absence if at all possible. Upon return from an absence for personal necessity, as outlined above, the unit member shall upon request file a written statement verifying the use of these leave provisions.

11.3 Extended Sick Leave

11.3.1 A unit member who is absent because of illness or accident for a period of five (5) months or less and after having exhausted all regular sick leave shall be paid at the rate of fifty percent (50%) of his/her daily rate of pay for those days beyond his/her accumulated sick leave. This additional paid sick leave, when added to his/her accumulated sick leave shall not exceed one hundred (100) days in the fiscal year. Said leave shall not be cumulative. Absences because of accident or illness beyond the one hundred (100) days shall be without pay and after exhaustion of all other accumulated compensatory time, vacation or other available paid leave.

11.3.2 The extended sick leave described above shall be granted to all United Support Personnel on July 1st of each year.

11.3.3 Upon the approval of the District, a unit member may return to his/her work assignment with work duty limitations following an extended sick leave for a period of up to one (1) year, provided that said unit member produces written verification from her/his attending physician which states that the unit member can perform the essential functions of the position without impairment and without any increased susceptibility to industrial accident injury or illness, and that such a position is available.

11.3.4 A unit member who is unable to return to work with a medical release at the termination of sick leave shall be afforded all benefits and rights contained in the Americans with Disabilities Act.

~~11.4 Pregnancy Disability Leave~~ Absences due to pregnancy disability leave is treated in the same manner as other illness or disability. **Moved to 11.10.11**

~~11.4.1~~ When a unit member is in active service to the District, at the onset of said illness or disability accumulated sick leave may be used during that period of illness or physical disability as established and verified by the attending physician.

~~11.4.2~~ Not later than two (2) months prior to the expected date of delivery, notice of the anticipated absence shall be given to the supervisor in writing; such notice to be accompanied by a written statement from the physician establishing the date of anticipated delivery and disability.

~~11.4.3~~ In the event the unit member does not return to work when released from disability status by the physician, she/he shall request a leave of absence without pay for the remainder of the school semester.

~~11.4.4~~ Sick leave shall be allowed for absence beyond that disability period authorized by the physician.

~~11.4.5~~ Written request for leave of absence without pay to begin at a period prior to the onset of disability related to birth, or following the end of the disability period after delivery, are to be made to the Classified Personnel Officer as far in advance as possible, and in no event less than sixty (60) days in advance.

~~11.5~~ **Child Rearing Leave *[moved to 11.10.4]***

~~11.5.1~~ An unpaid leave of absence shall be granted to a unit member following the birth or adoption of an infant child.

~~11.5.2~~ A unit member giving birth to, or adopting an infant child, may submit a request for an unpaid leave of absence for the purpose of child rearing. Said request shall be submitted in writing to the Superintendent or designee as far in advance of the requested commencement of the leave as possible.

~~11.5.3~~ Unpaid child rearing leave shall be for not more than six (6) months including the disability time period, if applicable.

~~11.6.1~~ **Jury Duty**

~~11.6.1~~~~11.4.1~~ The District agrees to grant to members of the bargaining unit regularly called for Jury Duty in the manner provided by law, leave of absence without loss of pay for time the unit member is required to perform jury duty during the unit member's regularly assigned work hours.

~~11.6.2~~~~11.4.2~~ Unit members, called to Jury Duty, must notify the immediate supervisor of the service dates upon receiving said notice from officers of the court.

~~11.6.3~~~~11.4.3~~ The District shall grant full compensation. Fees received by the unit member, excluding travel and subsistence expenses, shall be remitted to the District.

~~11.6.4~~~~11.4.4~~ United Support Personnel are required to return to work during the day, or portion thereof in which Jury Duty services are not required.

~~11.6.5~~~~11.4.5~~ The District may require verification of Jury Duty time prior to, or subsequent to, providing Jury Duty compensation.

~~11.7~~~~11.5~~ **Extended Leaves for Non Industrial Accident or Illness**

~~11.7.1~~~~11.5.1~~ A permanent bargaining unit member who has exhausted all entitlement to sick leave, vacation, compensatory overtime, or other available paid leave and who is absent because of non-industrial accident or illness may be granted additional leave, paid or unpaid, not to exceed six (6) months. The unit member shall be notified, in writing, that available paid leave has been exhausted, and shall be offered an

opportunity to request additional leave. The Board may renew the leave of absence, paid or unpaid, for two (2) additional six-month periods or lesser leave periods that it may provide but not to exceed a total of eighteen (18) months.

Said unit member, upon ability to resume the duties of a position within the class to which he/she was assigned, may do so at any time during the leaves of absence granted under this section and time lost shall not be considered a break in service. The unit member shall be restored to a position within the class to which the unit member was assigned and, if at all possible, to his or her position with all the rights, benefits and burdens of a permanent unit member.

If at the conclusion of all leaves of absence, paid or unpaid, the unit member is still unable to assume the duties of his or her position, the unit member shall be placed on a reemployment list for a period of thirty-nine (39) months. At any time (during the prescribed thirty-nine (39) months) the unit member is able to assume the duties of his or her position, the unit member shall be reemployed in the first vacancy in the class of his or her previous assignment. The unit member's reemployment will take preference over all other applicants except for those laid off for lack of work or funds under California Education Code Section 45298 in which case the unit member shall be ranked according to his or her proper seniority. Upon resumption of his or her duties, the break in service will be disregarded and the unit member shall be fully restored as a permanent unit member.

~~11.7.2~~11.5.2 A unit member who has been placed on a reemployment list who has been medically released for return to duty and who fails to accept an assignment, after two (2) waivers, in the class held immediately prior to the start of extended leave shall be dismissed.

~~11.7.3~~11.5.3 A unit member on an approved unpaid medical leave of absence may continue coverage under District insurance programs by making the necessary premium payments.

~~11.8~~11.6 **Military Leave**

~~11.8.1~~11.6.1 Members of the bargaining unit shall be granted any military leave to which they are entitled under law. Employees shall be required to request the District for military leave in writing, including appropriate military orders, as far in advance as possible.

~~11.8.2~~11.6.2 Employees expecting to receive such orders shall attempt to request service dates that will cause a minimum disruption to District operations.

~~11.8.3~~11.6.3 Upon return to his/her position in the District the unit member shall have all the rights and privileges which he/ she would have enjoyed had he/she not been absent from the District. The unit member will advance on the salary schedule as if he/she had been working full time.

~~11.9~~11.7 **Bereavement Leave**

~~11.9.1~~11.7.1 **Immediate Family** – Unit members shall have bereavement leave **for three (3) consecutive days**, upon application, in accordance with section ~~11.2.1.1~~, for a death in the immediate family. **Unit members are not required to take such days consecutively.** Immediate family shall include parents, parents of the domestic partner, grandparents, step-parents, spouse, domestic partner, children, adopted child, step-children, siblings, parents-in-law, son- and daughter-in-law, grandchildren, a child for who the employee has parenting responsibilities, aunt, uncle, parent of the

unit member's son and daughter, and any relative of the bargaining unit member living in the immediate household of the bargaining unit member. (or any person who has actually served in the capacity of parent), grandmother, grandfather or grandchild of the unit member, or the spouse or domestic partner of the unit member, parent of the unit member's son or daughter, son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member, parent-in-law, or any relative living in the immediate household of the unit member. Such leave shall not exceed three (3) working days and shall be taken within thirty (30) calendar days after the death, however, two (2) additional working days shall be granted if extended travel is required outside the State of California as a result of the death.

11.7.2 For absence because of the death of any other person to whom the unit member 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 extended travel is required outside the State of California as a result of the person's death.

~~11.9.2~~11.7.3 A unit member exercising this leave of absence provision shall notify his/her immediate supervisor as soon as possible as to expected duration of the absence.

~~11.9.3~~ Each unit member shall be granted necessary paid leave of absence not to exceed three (3) days, or five (5) days if out of state travel is required for each death of an immediate family member.

~~11.9.4~~ ~~Second-degree relatives~~ Upon application, unit members shall receive one (1) day without loss of pay to attend the funeral of a second-degree relative. ~~Second-degree relatives shall include uncles, aunts, nephews, nieces, first cousins, brothers-in-law, and sisters-in-law.~~

~~11.9.5~~11.7.4 Upon return to active service, the unit member shall promptly complete the appropriate absence form and submit to her/his immediate supervisor.

~~11.9.5~~11.7.4.1 A unit member shall provide, upon District request, additional verification of the use of this leave provision.

~~11.10~~11.8 **Industrial Accident and Illness Leave**

~~11.10~~11.8.1 Each unit member shall be eligible for Industrial Accident or Illness Leave as provided for herein.

- ~~11.10.2~~11.8.2 If the physical condition permits, a unit member who has sustained a job-related injury or illness shall report the injury on the appropriate District form to the immediate administrator within twenty-four (24) hours of knowledge that the illness is an alleged industrial illness.
- ~~11.10.3~~11.8.3 Allowable leave shall be for not more than sixty (60) work days in any one fiscal year for the same illness or accident.
- ~~11.10.4~~11.8.4 Allowable leave shall not be accumulated from year to year.
- ~~11.10.5~~11.8.5 Industrial Accident or Illness Leave shall commence on the first day of absence.
- ~~11.10.6~~11.8.6 Industrial Accident or Illness Leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- ~~11.10.7~~11.8.7 When an Industrial Accident or Illness Leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due for the same illness or injury.
- ~~11.10.8~~11.8.8 Any unit member receiving benefits as a result of this section shall during periods of injury or illness remain within the State of California unless the Board authorizes travel outside the state.
- ~~11.10.9~~11.8.9 During any industrial paid leave of absence, the unit member shall endorse to the District the disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the unit member for periods covered by such salary warrants. Upon conclusion of this industrial paid leave, a unit member may utilize any available Sick Leave benefits providing that any Sick Leave utilization, when combined with any temporary disability indemnity shall not exceed one hundred percent (100%) of the unit member's normal compensation.
- ~~11.10.10~~11.8.10 A unit member shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from the authorized Workers' Compensation physician certifying the unit member's ability to return to her/his position classification with work duty limitations, if appropriate.
- ~~11.11.1~~11.9 **Leave of Absence without Pay**
- ~~11.11.1~~11.9.1 After completion of three (3) years of continued employment, a leave of absence without pay may be granted to a unit member for up to six months.
- ~~11.11.2~~11.9.2 A unit member requesting such an extended leave of absence shall submit the request in sufficient time for the Superintendent's consideration and presentation to the Board of Education.
- ~~11.11.3~~11.9.3 The granting of a leave of absence without pay gives to the unit member the right to return to his/her position at the expiration of her/his leave of absence, if the position still exists and provided that he/she is physically and legally capable of performing the duties.
- ~~11.11.4~~11.9.4 When a unit member returns to duty following a leave of absence without pay, he/she is entitled to all previously accumulated sick leave benefits. The unit member shall return to the appropriate salary schedule placement based on the number of years of service.

~~11.12~~11.9.5 Notwithstanding any other provision of Sections 11.1, 11.2, ~~11.4~~11.10, and ~~11.6~~11.4 of this Article, a unit member who has experienced an extended illness or injury absence, paid or unpaid, shall be permitted to return to service after said absence only upon the presentation of a release from the attending physician certifying the unit member's ability to return to his/her position classification with restrictions, if appropriate.

11.9.6 Unit members who work on a regular schedule of four (4) hours or less per day and do not have another position within the District have the right to an unpaid leave of absence for up to 12 workweeks within a rolling 12 month period for the purpose of the unit members' own serious health condition, caring for or bonding with a new baby, a newly adopted child, or a newly placed foster child or for a child, spouse, or parent with a serious health condition.

~~11.13~~ **Child-Bonding Leave** — A unit member who is eligible for an FMLA and/or CFRA leave for the purpose of bonding with a newborn child, an adopted child, or a child placed in foster care, and a unit member who acquires legal guardianship of a child, may use his/her earned and accumulated unused sick leave during such leave up to a maximum of forty five (45) days. Earned and accumulated sick leave may include leave in Article 11.3 for a total of forty five (45) days which shall be deducted from the leave available under Article 11.3. This leave can only be used in blocks of at least five (5) consecutive days. A unit member shall be paid at the rate of fifty percent (50%) of his/her daily rate of pay for those days beyond his/her accumulated sick leave. *[moved to 11.10.2]*

11.10 Maternity/Paternity-Related Leaves

11.10.1 Pregnancy Disability Leave

11.10.1.1 The District shall provide for leave of absence from duty for any unit member who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. The length of the leave of absence, including the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the District.

11.10.1.2 If the need for the leave is foreseeable, ~~Not later than two (2) months prior to the expected date of delivery,~~ notice of the anticipated absence shall be given to the supervisor in writing not later than thirty (30) days before the start of the leave. If it is not possible to provide thirty (30) days' notice, the unit member shall provide notice as soon as possible ; such notice to be accompanied by a written statement from the physician establishing the date of anticipated delivery and the probable duration of the disability.

11.10.1.3 Written request for leave of absence without pay to begin at a period prior to the onset of disability related to birth, or following the end of the disability period after delivery, is to be made to the Human Resources Department as far in advance as possible, and in no event less than sixty (60) days in advance.

11.10.1.4 During the period of pregnancy disability leave, the District shall use/deduct the unit member's earned and accumulated sick leave (section 11.1.2) and, if necessary, the 100 days of extended sick leave (section 11.3.1).

11.10.1.5 When earned and accumulated or extended sick leave is used for the purpose of pregnancy disability, it is a separate entitlement from the twelve (12) weeks of Child Bonding Leave (section 11.10.2) or leave under the California Family Rights Act (section 11.10.3).

11.10.2 Child Bonding Leave

11.10.2.1 Child Bonding Leave: Unit members may elect to utilize up to twelve (12) weeks of child bonding leave occasioned by the birth of the employee's child, or the placement of a child with the employee in connection with the employee's adoption or foster care of the child as provided by Education Code section 45196.1, the California Family Rights Act (CFRA).

11.10.2.2 For birth mothers, the twelve (12) weeks child bonding leave shall commence at the conclusion of any pregnancy disability leave on a date designated by the unit member and must be completed within one year of the birth, adoption or foster care placement of a child.

11.10.2.3 For non-birthing parents, the twelve (12) weeks child bonding leave shall commence on the first day of such leave.

11.10.2.4 Pursuant to Education Code section 45196.1, if a unit member exhausts his/her earned and accumulated sick leave (section 11.1.2) prior to expiration of the twelve (12) week child bonding leave, s/he shall be entitled to utilize extended sick leave as defined in section 11.3.1 for the balance of the twelve (12) week period.

11.10.2.5 Pursuant to the CFRA, leave in this section may be taken non-consecutively. The minimum duration of the leave shall be two weeks, except that employers must grant a request for a leave of less than two weeks' duration on any two occasions and may grant requests for additional occasions of leave lasting less than two weeks. Child bonding leave must be completed within one year of the birth, adoption, or foster care placement of a child.

11.10.2.6 The District must be provided with at least thirty (30) days prior notice of intent to take child bonding leave, if the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care. In all other cases, notice shall be given as soon as practicable, except in the case of emergency.

11.10.2.7 Pursuant to Education Code section 45196.1, in order to qualify for child bonding leave, unit members must have completed one year (twelve months of service) for the District, but are not required to have at least 1,250 hours of service during the previous one year (twelve months) period.

11.10.3 Family Leave: Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

11.10.3.1 Unit members who have completed one year (twelve months) of service for the District and at least 1,250 hours of service during the previous one year (twelve months) period, have the right to an unpaid leave of absence for up to twelve (12) workweeks within a rolling 12-month period for the purpose of the unit member's own serious health condition, caring for a new baby, a newly adopted baby, or a newly placed foster child or for a child, spouse, or parent with a serious health condition.

11.10.3.2 Family leave under this section shall be unpaid unless it is taken pursuant to section 11.10.1 (pregnancy disability), 11.10.2 (child bonding [if the employee elects to exhaust his/her earned and accumulated sick leave]) or is taken due to the unit member's own serious health condition.

Following

- 11.10.3.3 The employee's earned and accumulated sick leave (section 11.1.2) and the 100 days of extended sick leave (section 11.3.1) shall run concurrently with FMLA or CFRA leave when it is used for purposes of the employee's own serious health condition, other than pregnancy disability.
- 11.10.3.4 When extended sick leave (section 11.3.1) is used for the purpose of pregnancy disability, it is a separate entitlement from CFRA leave.
- 11.10.3.5 There is no carry-over of unused FMLA, CFRA or bonding leave under Education Code section 45196.5 leave from one 12-month period to the next 12-month period.
- 11.10.3.6 "Parent" means a biological, foster or adoptive parent, a step-parent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. "Child" means a biological, adopted or foster child, step-child, a legal ward, or a child of person standing in loco parentis who is either under 18 years of age or an adult dependent child who is incapable of self-care because of mental or physical disability.
- 11.10.3.7 If both parents of a child who are entitled to family care leave under section 11.10.3.1 are employees of the District, the District shall ~~not be required to grant leave in connection with the birth, adoption, or foster care of a child, that would allow the parents family care leave to totaling more than the amount specified in section 11.10.3.1 total more than 18 weeks combined or 12 weeks by one parent.~~
- 11.10.3.8 The unit member shall provide reasonable advance notice to the District of the need of family care leave, the date the leave will commence, and the estimated duration of the leave. If the need for a leave becomes known more than thirty (30) days prior to the date of leave is to begin, the employee must provide at least thirty (30) days written advance notice.
- 11.10.3.9 If verification is required by the District to verify the serious illness of the child spouse or parent, the District will accept medical verification by the treating health professional.

11.10.4 **Child Rearing Leave**

- 11.10.4.1 In addition to Child Bonding Leave (section 11.10.2), ~~A~~ an unpaid leave of absence shall be granted to a unit member following the birth or adoption of ~~an infant-a child.~~
- 11.10.4.2 A unit member giving birth to, or adopting ~~an infant-a child,~~ may submit a request for an unpaid leave of absence for the purpose of child rearing. Said request shall be submitted in writing to the Superintendent or designee as far in advance of the requested commencement of the leave as possible.
- 11.10.4.3 Unpaid child rearing leave shall be for not more than six (6) months.

Commencement
DISTRICT

Susan Solomon
UESF

Lisa Blum
Caer Infante
UESF
UESF



Tentative Agreement

Classified Contract

Date: 10.4.12

Time: 10:35

15. Health and Safety

15.1 Bodily Harm

- 15.1.1 The Union and the District agree that the right to personal safety and healthful conditions on school premises and a learning environment free from unnecessary disruption are priority considerations.
- 15.1.1.1 Each work site to which bargaining unit members are regularly assigned shall have a comprehensive safety and disaster plan, which shall be updated annually by October 1st of each school year.
- 15.1.1.2 Safety notices required by law shall be conspicuously posted at all District work sites in places frequented by unit members.
- 15.1.1.3 The District and the Union shall jointly develop a safety checklist and procedures to provide safe and non-hazardous working conditions for the unit members and learning conditions for the students in order to conform to appropriate governmental standards so as to promote the health, safety and well-being of the members of the bargaining unit and their students.
- 15.1.1.4 Whenever the Public Health Department advises the District to notify United Support Personnel regarding contagious diseases the District shall promptly provide such information.
- 15.1.1.5 Bargaining unit members shall not be required to participate in work activities under conditions which may physically endanger their personal safety or well-being.
- 15.1.1.6 Hazardous conditions in the work place which are made known to the District and which pose an immediate danger to the health or safety of unit members or students shall be reported by the District to the Union and UBC at the site with plans to rectify them. A complaint by a unit member or Building Representative that there has been a violation of the safety of unit members and/or students shall be made to the site administrator as promptly as possible. The complaint shall be reduced to written form. The site administrator/designee shall provide a written response as to the disposition of the complaint to complainant, the UBC and the Labor/Management Health and Safety Committee (LMHSC) unless the matter has been turned over to the LMHSC in which case the LMHSC shall provide the response. (See Section 15.3.)

15.2. Bodily harm, reimbursement

- 15.4.2 The District will comply with federal and state laws and regulations applicable to California K-12 public schools with regard to asbestos removal.
- 15.4.3 Any sick leave taken in connection with documented cases of work related asbestos illness (mesothelioma) shall be unlimited and not deducted from the bargaining unit member's accumulated sick leave.

15.5 **Labor/Management Health and Safety Committee (LMHSC)**

15.5.1 The District and UESF shall establish a labor/management health and safety committee of equal representation which shall meet on a regular basis to discuss and consider appropriate means of resolving safety and student discipline issues. The various other unions representing District employees shall be invited to participate. Upon mutual agreement by both the District and the Union, Other other city agencies, parents, students, and community members may be invited to participate when the committee deems it appropriate. Any recommendations having a contractual impact shall be referred to the Negotiating Teams of the impacted parties.

15.5.1.1 The Labor/Management Health and Safety Committee shall develop recommendations addressing the following issues:

- The development of programs that will teach pupils and ~~teachers~~^{STAFF} techniques for identifying and resolving conflicts without violence.
- The development of training programs for school staff and administrators to support and promote conflict resolution and mediation techniques for resolving conflicts between and among pupils.
- The development of safety checklist and procedures to provide safe and non-hazardous working conditions for the ~~staff~~^{STAFF} and learning conditions for the students in order to conform to appropriate governmental standards so as to promote the health, safety and well-being of staff and their students.
- The development of plans in the continuing effort to implement the Board approved Safe and Supportive Schools Policy and to present recommended revisions to District policies regarding timing of implementation and implications for staffing and support of schools.

15.5.2 The recommendations developed by the Committee shall be submitted to the Superintendent and President of UESF and to the extent needed be provided to the respective negotiating teams.

15.5.3 The Committee may request from the District, to the extent allowed by the law, data and information that would contribute to the implementation of this article, and to meet the goal of providing for safe schools and the prevention of violence among pupils.

15.5.4 The Health and Safety Committee and any experts the parties may

designate shall have access to all schools and other District work sites to which unit members are assigned for the purposes of investigating and assessing allegedly unsafe working conditions. If possible, such visits shall be made in a manner that minimizes disruption to the facility.

~~15.5.3~~ 15.5.5 The Health and Safety Committee may establish sub-committees to deal with special safety, environmental, and health issues.

~~15.5.3.1~~ 15.5.5.1 The LMHSC or an appropriate subcommittee will consider any complaint brought to attention in writing and will issue a written response as to whether a hazardous and/or unhealthful condition exists and how it will be addressed.

15.6 Specialized Health Care Procedures and Indemnification

15.6.1 No unit member shall be required to administer medication or provide other medical services unless they have been provided requisite training.

15.6.2 The District shall indemnify and hold harmless, in accordance with applicable Government Code sections, any unit member who performs health care services.

15.6.3 A joint Union/District committee shall be convened, comprised of four (4) members appointed by the Union and four (4) members appointed by the District, in order to:

15.6.3.1 Assess the viability of United Support Personnel engaging in medical procedures and/or administering medication; and


15.6.3.2 Make recommendations for qualifications, preparation, curriculum, training, stipends, classification changes, certification and a process to provide for the ongoing review of all of these items.


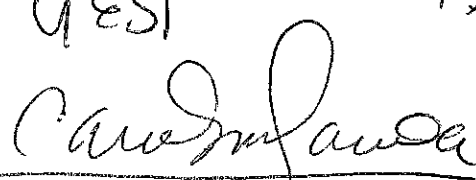
15.7 Access to Work Sites

15.7.1 Unit members classified as Security-Campus (T10) shall have reasonable access to all areas of the campus/work site over which they have responsibility.

15.8 Non-discrimination

15.8.1 The provisions of Article 6 shall apply to the exercise of bargaining unit members' right to a safe and healthy workplace.


SFUSD


UESF 10.4.12

UESF 10-4-17



TA

United Educators of San Francisco
Classified Contract

Date: 6/20/17
Time: 10:27 am

3:10
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17. United Support Personnel Professionalization

17.1 **San Francisco Paraeducator/Paraprofessional Teacher Training Program** — The Union and the District will continue to work jointly to enable unit members employed by the District to qualify for teaching positions.

17.2 **Career Ladder / Certification / Credentialing** — ~~Under the auspices of the Living Contract Committee the~~ The District and the Union shall form a joint labor-management committee consisting of an equal number of representatives not to exceed five (5) from each side. The charge of the committee shall be to formulate recommendations related, but not limited to:

17.2.1 ~~Instructional Aide~~ United Support Personnel certification/credentialing

17.2.2 Career ladders for represented classes from entry level to top level,

17.2.3 Length of compensated service,

17.2.4 Compensation for educational units earned,

17.2.5 ~~The recommendations, if any, shall be subject to negotiations at the same time as salaries are negotiated.~~ The recommendations and any related compensation issues shall be subject to negotiations.

17.3 **Certification** — The District and Union shall form a joint committee of equal representation to explore the possibility of creating an alternative level of paraeducator/paraprofessional certification and credentialing pathways, based upon different duties and training.

17.4 **Apprenticeship Program**

17.4.1 Upon the request of either party, ~~The~~ District and Union shall jointly form a ~~committee to~~ investigate the establishment of an Apprenticeship Program under the guidelines developed by the California Department of Industrial Relations.

Carmin Aguilera
SFUSD
8/29/2017

Let ~ BE acc
8/29/17

Caio Injanea
8/29/17

T. A.

UESF Counterproposal
UESF Classified Contract

Date 10/4/17
Time 10:22 AM

24. General Conditions

24.1 The District shall conduct ~~on-site~~ in-service training for all newly hired United Support Personnel, ~~as seen as practical after the work assignment~~ within twenty (20) days after their first week of work. If necessary funds and personnel are available and designated, additional in-service training shall be provided to all new unit members.

24.2 No member of the bargaining unit shall be requested to serve in the place of an absent teacher. ~~except in an emergency.~~

24.3 Employees shall not be released from work but shall be reassigned to related duties and compensated at their regular rate of pay whenever the District shortens or cancels a regular school day and there are no students in attendance on any school day during which pupils would have otherwise been in attendance and for which certificated personnel shall also receive regular pay whether or not they are required to report for duty that day.

24.4 No unit member shall be required to perform personal errands or tasks for other members of the staff.

For the District

Carmelo Anastasio
chief officer

For UESF

Ken Blum
President

Paul J. Jara
Vice-President