COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

&

INTERNATIONAL UNION OF OPERATING ENGINEERS,

STATIONARY ENGINEERS LOCAL 39

EFFECTIVE JULY 1, 2022 – JUNE 30, 2024

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This agreement is entered into by the San Francisco Community College District (hereafter referred to as "District" through its designated representative acting on behalf of the Board of Trustees of the District and Stationary Engineers, Local 39 (hereinafter "Union" or "Local 39") in accordance with and pursuant to the Rules and Regulations of the Public Employment Relations Board (PERB) of the State of California, and the provisions of California Government Code, Section 3540

through 3549.3, also known as the Educational Employment Relations Act (EERA).

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

7205 Chief Stationary Engineer

7333 Apprentice Stationary Engineer

7334 Stationary Engineer

7335 Senior Stationary Engineer

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

ARTICLE II MANAGEMENT RIGHTS

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

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

ARTICLE III UNION SECURITY

A. Upon certification by the Union that an employee has signed a deduction authorization, the District will deduct the appropriate dues and initiation fees from the employee's pay, as established and as may be changed from time to time by the Union, and promptly remit such dues to the Union. Employee requests to cancel or change deductions must be directed to the Union, rather than the District. Deductions will continue unless the employee mails a written revocation to the Union in accordance with the terms of the authorization form, or absent any such terms, by mailing a written revocation to the Union that is postmarked during the thirty (30) day period immediately prior to the annual anniversary date on which the employee signed the authorization form.

B. The District shall furnish the Union the following information for all employees subject to this Agreement. Newly hired or separated employees will be so indicated in this report.

(a) employee's full name;
(b) union membership status;
(c) employee's appointment type;
(d) hire date;
(e) department;
(f) job title;
(g) hourly rate;
(h) assigned work location;
(i) work phone number;
(j) home and cell phone number if available;
(k) work email address;
(l) personal email address, if available; and
(m) address (home and mailing).

C. Lists provided shall be in a machine-readable format agreed to by the Union and the District.

D. The Union agrees to indemnify and hold the District harmless from any and all claims, demands, suits or other actions arising from this organizational security agreement.

E. The District agrees to maintain the Union rights to payroll deduction and maintenance of membership.

F. Union Orientation - Newly hired employees, and a union steward, shall be released without loss of pay for up to one (1) hour, exclusive

of travel time if any, to attend a union orientation workshop within thirty (30) days of their first date of paid service.

G. Parking Permits - Two (2) parking permits shall be provided the Union for use by Union representatives for parking at District sites.

ARTICLE IV UNION RIGHTS

A. Bulletin Boards

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

B. Stewards

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

C. Negotiations

A maximum of two [2] authorized members of the union negotiating team to be released from their regular work duties without loss of pay or benefits when negotiating meetings are scheduled during regular working hours of members involved. Requests for release time shall be made in writing by the Local 39 Business Representative to the Senior, Human Resources or designee and shall be received as early as possible prior to a scheduled meeting.

ARTICLE V SENIORITY

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

1. District Seniority: The date of commencement of continuous District service.

2. Classification Seniority: The date of certification from an Eligible List to a permanent position. Temporary seniority shall not be considered.

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

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

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

1. The bidding of shifts includes work location, hours of watch and regular days off.

2. All permanent shift openings shall be posted for seven (7) days. New appointees will be assigned to the "no interest" positions. Provisional and as-needed employees do not have bidding rights.

ARTICLE VI DISCIPLINE

A. Definition of Discipline

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

B. Application

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

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

C. Causes for Discipline

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

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

D. Progressive Discipline

Progressive discipline shall be utilized in all cases except when the conduct involved is of such a nature that progressive discipline normally would not result in correcting the conduct or the conduct is of such a nature that immediate or more severe action is warranted. The sequence of progressive discipline, in appropriate circumstances, shall consist of oral warning/reprimand, written warning/reprimand, suspension, and dismissal. Consistent with applicable law, a unit member may be represented, upon request, at any disciplinary meeting or hearing.

E. Types of Discipline

1. Oral Warnings/Reprimands

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

2. Written Warnings/Reprimands

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

3. Suspension for Cause

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

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

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

4. Dismissal for Cause

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

B. An employee may be dismissed for cause at any time by the Chancellor/Appointing Officer Designee, Senior Human Resources Officer. Written notice of the intent to dismiss shall be served in person or by registered or certified mail to the employee at their last known address. A copy of this notification shall be mailed to Local 39 at the same time, unless the employee requests otherwise.

C. Such dismissal shall be based upon specific charge(s), shall be in writing and shall include: the reasons for dismissal, the right to a Skelly hearing, the right to be represented by a person of their choice, and shall have attached supporting documentation and pertinent rules or regulations cited that supervision relies upon in the intent to impose such discipline.

F. Skelly Rights (Suspension and Dismissal Only)

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

G. Suspensions

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

H. Advisory Arbitration (Dismissal Only)

1. Within ten (10) workdays after receipt of the decision of the Chancellor/Appointing Officer Designee, Local 39 may, by written notice to the Senior Human Resources Officer, submit an appeal on behalf of a dismissed permanent employee challenging the dismissal to arbitration. Within ten (10) workdays of the filing of said request, or such other time as the parties mutually agree, the Senior Human Resources Officer, or their designee, and a representative of Local 39 shall endeavor to reach agreement upon the Arbitrator. If agreement is not reached within this time period, plus any mutually-agreed upon extensions, the parties shall jointly submit to the American Arbitration Association (AAA) a request for the submission to representatives of the parties of a list containing the names of seven (7) arbitrators. Upon receipt of the list, the parties shall alternately strike names from the list, and the name, which remains, shall be the designated arbitrator. By mutual agreement, the AAA rules governing expedited arbitration may be utilized.

2. The arbitrator shall conduct a hearing at which both parties may present evidence, both documentary and testimonial. After concluding the hearing, including the receipt of any post-hearing briefs, which the arbitrator shall permit, the arbitrator shall prepare a written report listing the issue(s) to be decided, as presented by the parties, the pertinent facts as found by the arbitrator, the advisory recommendation and the resolution of the issue(s). This report shall be transmitted to Local 39 and to the Senior Human Resources Officer.

3. The arbitrator shall have no power to add to, subtract from, alter or modify any of the terms of this Agreement, rule on any matter involving a performance evaluation or rule on any matter involving a performance evaluation or rule on the failure of the District to re-

employ any exempt Civil Service employee or a District determination to release a probationary employee.

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

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

6. The Board of Trustees may sustain, modify, or reject the advisory recommendation of the arbitrator.

7. The decision of the Board of Trustees is final.

ARTICLE VII GRIEVANCE PROCEDURE

A. Definition of Grievance

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

B. Definition of Grievant

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

C. Definition of Workday

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

D. Definition of Immediate Supervisor

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

E. Time Limits

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

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

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

4. Time limits and steps may be waived by mutual agreement between the Union and the Senior Human Resources Officer.

F. General Provisions

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

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

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

G. Grievance Procedure

1. STEP 1 – Immediate Supervisor

Informal/Oral – Within twenty (20) workdays of the time a grievant knew or reasonably should have known of the occurrence of an alleged grievance, the employee shall discuss the alleged violation with their immediate supervisor. The immediate supervisor shall orally respond to the grievance within seven (7) workdays.

2. STEP 2 – Next Higher Manager

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

3. STEP 3 – Chancellor/Appointing Officer Designee

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

4. STEP 4 Arbitration

a. Appeal

Within twenty (20) workdays after postmark of the decision of the Chancellor/Appointing Officer Designee, the Union may, with written notice to the Senior Human Resources Officer, submit the grievance to arbitration. Within ten (10) workdays of the postmark of said request, or such other time as the parties may mutually agree, the Senior Human Resources Officer, or their designee, and a representative of Local 39 shall endeavor to reach agreement upon the Arbitrator. If agreement is not reached within this time period, plus any mutually-agreed upon extensions, the parties shall jointly submit to the American Arbitration Association (AAA) a request for the submission to representatives of the parties of a list containing the names of seven (7) Arbitrators. The parties may agree to request a list from the California State Mediation and Conciliation Service rather than the AAA. Upon receipt of the list, the parties shall alternately strike names from the list, and the name, which remains, shall be the designated arbitrator. Upon mutual agreement the AAA rules governing expedited arbitration may be utilized.

b. Powers of the Arbitrator

It shall be the function of the arbitrator, and they are empowered except as their powers are herein limited, after investigation and hearings, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement. The arbitrator shall have no power to: add to, subtract from, disregard, alter or modify any of the terms of this Agreement; rule on any matter involving evaluation other than compliance with procedure; rule on the failure to reemploy any exempt Civil Service employee. The decision of the arbitrator shall be final and binding on all parties subject to the Arbitration.

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

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

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

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

ARTICLE VIII EMPLOYMENT CONDITIONS

A. No Strike

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

B. No Lock-Out

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

C. Unlawful Discrimination & Harassment

1. Discrimination Prohibited

The San Francisco Community College District shall provide an educational and employment environment in which no person shall be unlawfully denied full and equal access to, the benefits of, or be unlawfully subjected to discrimination on the basis of the following:

1. ethnic group identification
2. national origin
3. religion
4. age
5. race
6. color
7. ancestry
8. marital status*
9. non-binary**
10. sex
11. gender
12. gender identity
13. gender expression
14. sexual orientation
15. physical disability
16. mental disability
17. medical condition, or genetic information
18. military and veteran status* of any person, or on the basis of those perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics, in any program or activity that is administered by, funded directly by, or that receives any financial assistance from the State Chancellor or Board of Governors of the California Community Colleges.

Nor shall any such persons be denied full an equal access to, the benefits of, or be subjected to discrimination on the basis of domestic partner status*, AIDS/HIV status*, or status as a lesbian, gay, bisexual, transgender* or questioning* person in any District program or activity.

The San Francisco Community College District shall provide an educational and employment environment free from unwelcome sexual advances, requests for sexual favors, or verbal or physical conduct without consent or communications constituting sexual harassment, and other nonconsensual acts on the basis of gender, (e.g., gender-based harassment, hostility based on *sex or gender, gender identity, gender presentation* or sex-stereotyping, sexual assault, sexual violence and/or sexual misconduct), all of which constitute discrimination on the basis of sex, gender and/or gender identity.

Employees, students, or other persons acting on behalf of the District who engage in unlawful discrimination as defined in this policy or by state or federal law may be subject to discipline, up to and including discharge, expulsion, or termination.

In so providing, the San Francisco Community College District hereby implements the provisions of Title 5, California Code of Regulations, section 59300, et seq., California Government Code sections 11135 through 11139.5 *and 12900 et seq.*, the Sex Equity in Education Act (Ed. Code, Sections 66250 et seq.), Education Code sections 66010.2, 66030, Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d), Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681, hereafter referred to as Title IX), *the Jeanne Clery Disclosure of Campus Security Policy and Campus Crimes Statistics Act (20 U.S.C. Section 1092(f)), the Violence Against Women Act Reauthorization of 2013 (42 U.S.C. Section 13925(a)),* Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794), the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12100 et seq., as amended by the ADA Amendments Act of 2008, (P.L. 110-325)), and the Age Discrimination Act (42 U.S.C. Section 6101). If the federal statutes cited herein would result in a broader protection of the civil rights of individuals then that broader protection or coverage shall be deemed incorporated by reference into, and shall prevail over conflicting provisions of Title 5, section 59300, as citied in this Policy.

*These categories are not subject to the State Chancellor's jurisdiction.

2. Harassment

The District shall provide an academic and work environment free of unlawful harassment.

3. Unlawful Discrimination and Harassment Complain Procedures

Unlawful Discrimination and Harassment complaints pursuant to Sections 1 and 2, above, shall be filed and processed pursuant to the District's Unlawful Discrimination and/or Harassment Complaint Procedures.

4. Changes in Law

Should changes or alterations be necessary due to Federal or State mandated changes in regard to Equal Employment Opportunity requirements and/or procedures, then the parties agree that they shall, within fifteen (15) work days subsequent to the notification of the necessity of such changes, schedule a meeting for the purpose of negotiating such new terms or conditions as required to bring this Article into compliance.

5. Disciplinary Action

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

D. Americans With Disabilities Act

1. The parties agree that they are required to provide reasonable accommodations for person with disabilities in order to comply with the provisions of Federal and State disability unlawful discrimination statutes and the Fair Employment and Housing Act. The parties further agree that this Agreement shall be interpreted, administered, and applied so as to respect the legal rights of the parties. The District reserves the right to take any action necessary to comply therewith.

   a. The District and Local 39 further agree that this Agreement will not be interpreted, administered, or applied in a manner inconsistent with said Act.

b. Upon written request by Local 39, the District shall provide statistical information about the number of formal written accommodation requests and the number of closed formal written accommodation requests.following a reasonable period of time after the employee has submitted the information requested by the District for a reasonable accommodation, pursuant to a formal written request, but not later than thirty (30) days, the District shall provide a response to the employee's request, including either a final determination on the request or information concerning the status of the request for a reasonable accommodation.

c. In the event that an employee's formal written request for an accommodation is denied and the employee chooses to file a complaint in accord with the District's "Unlawful Discrimination Procedures or Harassment Complaint Procedures," the employee may be accompanied by a representative of their choosing.

E. Probationary Period

The probationary period for all employees new to the District shall be six (6) months for all classifications, provided however that the probationary period may in any case be extended beyond the initial six (6) months by mutual agreement.

F. Travel Reimbursement Procedure

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

G. Personnel Files

1. There shall be one (1) official personnel file for each employee. Such file shall be maintained in the Human Resources Department.

2. A unit member may inspect their personnel file (except those items exempted by law from review), upon written notice and during normal District business hours at such time they are not required to render service to the District. A unit member may obtain copies of documents contained in their personnel file. The District may charge ten (10) cents per page copied. A unit member may, upon written authorization, designate a Union representative to review the file. The member and Union may agree to indemnify and hold the District harmless for any loss or damage whatsoever arising from operation of this subsection. The District agrees to be bound by applicable law concerning privacy and confidentiality of such records and files. Access to the official personnel file is limited to administrators and their designees, and authorized classified and confidential staff. All reviews of personnel files shall be done in the presence of a management representative.

3. The employee may request that information pertaining to a disciplinary action be sealed after two (2) years from imposition, provided the employee has no subsequent disciplinary action. The sealed material shall be available to the Chancellor/Appointing Officer designee only on an as-needed basis (e.g. in the event of a serious infraction that would subject an employee to termination). In the event a sealed file is to be opened, the District will notify the employee and allow the employee and their representative to be present. Paragraph 3 shall not apply in the case of employees disciplined due to misappropriation of public funds or property; misuse or destruction of public property; being under the influence of, or using, alcohol or controlled substances while on duty; threats or acts of violence; immoral or unprofessional conduct; acts which would constitute a felony or misdemeanor involving moral turpitude; acts which present an immediate danger to the public health and safety.

4. With the approval of their supervisor, an employee may request that material relevant to performance, commendations, training, or other job-related documents, be included in the personnel file.

H. Layoffs

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

I. Contracting Out

The District agrees not to contract out services that bargaining unit members traditional perform without a meet and confer to discuss the impact.

J. Parking

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

ARTICLE X WAGES

A. Normal Workday and Workweek

1. The normal workweek of forty- (40) hours for employees in bargaining unit classifications shall be forty- (40) hours. The forty- (40) hour work week shall consist of five (5) consecutive days (Monday through Friday) encompassing eight- (8) hours working time completed within no more than nine- (9) hours.

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

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

B. Reduced Workweek

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

ARTICLE X WAGES

A. Schedules of Compensation

1. The salary schedules governing bargaining unit employees for (1) the time period of July 1, 2022 through June 30, 2024, and (2) effective July 1, 2022 appear as Exhibits A, and A-1 incorporates the wage increases effective July 1, 2023 set forth in more detail below.

2. Wages shall be increased during the term of this agreement as follows:

   a. Effective and retroactive to July 1, 2022:
   5.0% increase to base wage rates.

   b. Effective July 1, 2023:
   5.0% increase to base wage rates.

3. The foregoing provision is not subject to reopener negotiations in accordance with Article XVIII.B.1.

B. Additional Compensation

1. Call Back
   An employee, who is called back to their work location following the completion of their workday and departure from their place of employment, shall be granted a minimum of four (4) hours compensation at the rate of 1 ½ times the regular rate of compensation for that classification. The employee's workday shall not be adjusted to avoid the payment of this minimum.

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

3. Lead Worker Pay
   Employees designated by their supervisor as lead workers shall be entitled to a $15.00 per day premium when required to plan, design, sketch, layout, detail, estimate, order material or take the lead on any job when at least two employees in the class are assigned. Employees are not eligible to receive both Lead Worker Pay and Acting Assignment Pay.

4. Standby Pay

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

5. Longevity Pay Steps 6 through 10

A. Step 6: Requires ten (10) or more years of continuous service within the civil service system of the City and County of San Francisco as of June 30, 2016, or thereafter, provided that the five (5) most recent years of service have been with the District.

B. Step 7: Requires fifteen (15) or more years of continuous service within the civil service system of the City and County of San Francisco as of June 30, 2016, or thereafter, provided that the ten (10) most recent years of service have been with the District.

C. Step 8: Requires twenty (20) or more years of continuous service within the civil service system of the City and County of San Francisco as of June 30, 2016, or thereafter, provided that the fifteen (15) most recent years of service have been with the District.

D. Step 9: Eligibility for movement to Step 9 are those employees working twenty or more hours per week with twenty-five (25) or more years of continuous service within the civil service system of the City and County of San Francisco as of June 30, 2019, or thereafter, provided that the twenty (20) most recent years of service have been with the District.

E. Step 10: Eligibility for movement to Step 10 are those employees working twenty or more hours per week with thirty (30) or more years of continuous service within the civil service system of the City and County of San Francisco as of June 30, 2019, or thereafter, provided that the twenty-five (25) most recent years of service have been with the District.

6. Night Duty Differential

ARTICLE X WAGES

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

Employees shall be paid ten percent (10%) more than the base rate for time worked between the hours of midnight (12:00 a.m.) and 7:00 a.m. if the employee works at least one (1) full hour between the hours of midnight (12:00 a.m.) and 7:00 a.m., except for those employees participating in an authorized flex-time program and who voluntarily work between the hours of midnight (12:00 a.m.) and 7:00 a.m. Shift pay of 10% shall be paid for the entire shift, provided at least five (5) hours of the employee's shift falls between midnight (12:00 a.m.) and 7:00 a.m.

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

C. Overtime

1. Definitions

a. Overtime

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

b. Hours Worked

Absence from duty because of leave with pay shall be considered as time worked in computing a workday/week for overtime purposes.

2. Assignment of Overtime

a. The appropriate administrator or their designee may require employees to work longer than the normal workday or longer than the normal workweek. Advance approval is required for all overtime work. To the extent possible, the appropriate administrator or designee shall give as much notice as possible of available overtime to be worked.

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

c. Overtime and/or compensatory time must be reported to the District's Payroll Service Department on the appropriate District forms.

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

3. Break Period for Overtime

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

4. Overtime Compensation Rate

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

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

5. Compensatory Time

a. Employees subject to the provisions of the Fair Labor Standards Act who are required or suffered to work overtime shall be paid in accordance with the provisions of the Section above, unless the employee chooses that, in lieu of paid overtime, they shall be compensated with compensatory time off.

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

c. Employees shall not accumulate a balance of compensatory time earned in excess of 240 hours, calculated at the rate of time and one-half. Employees shall not accrue more compensatory time until their accrued hours drop below 240 and any new overtime worked shall be paid in cash. Overtime accrued shall not be subject to forfeiture.

d. Employees shall be allowed to take accrued compensatory time upon request to their supervisor. Requests for use of accrued compensatory time off shall not be unreasonably denied.

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

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

7. Night Duty Overtime

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

ARTICLE XI HOLIDAYS

A. Designated Holidays

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

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

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

B. Floating Holidays

1. Subject to the approval of the appropriate administrator or their designee, floating holidays shall be scheduled by mutual agreement of the employee and their supervisor whenever possible. In the event of a conflict where two or more employees in the same classification or performing the same function desire the same floating holidays, the supervisor shall make every effort to grant the preference of the more senior employee, after taking into account the needs of the District. The District shall not arbitrarily change existing floating holiday practices. Any changes in floating holiday schedules shall require prior notice to the affected employees. Employees must complete six (6) months of continuous service (District/City) before becoming eligible for Floating Holidays. Floating Holidays may not be taken in hourly increments. No compensation of any kind shall be earned or granted for floating holidays not taken off.

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

C. Additional Days Off

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

2. Bargaining unit employees shall be granted an additional five (5) paid days off during spring break. In the event the paid Cesar Chavez holidays falls on a date which would otherwise be one of the additional five (5) paid days off granted pursuant to this provision, the employee shall be credited with an additional floating holiday subject to the provisions of Section XI.B.

D. Holiday Compensation for Time Worked

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

E. Fair Labor Standards Act

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

ARTICLE XII UNPAID/PAID LEAVE

A. Time Off for Voting

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

B. Leaves of Absence

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

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

1. Jury Duty: Bargaining unit employees regularly assigned to work a shift other than the day shift shall be entitled to paid leave on those days they serve on a jury or as a witness on behalf of the District.

2. Vacation: Vacation leave shall be in accordance with Civil Service Rule 120.36 and Chapter 16, San Francisco Administrative Code, §16.10 – 16.16.

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

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

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

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

b. Effective July 1, 2019, the maximum vacation accrual shall be 400 hours.

c. Employees whose accrued vacation hours are at the 400-hour maximum accrual cap shall not accrue additional vacation hours until their accrued vacation hours drop below 400. Vacation time already accrued, however is not subject to forfeiture.

3. Sick Leave: The sick leave accrual limit, excluding "vested and unused accumulated sick leave with pay credits," shall be 1,120 hours.

4. Bereavement Leave

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

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

5. Parental Release Time

Represented employees shall be granted paid release time to attend parent-teacher conferences of four (4) hours per fiscal year (for children in kindergarten or grades 1 to 12). In addition, subject to approval by their supervisor, an employee may use vacation, floating holiday hours, or compensatory time off to attend parent-teacher conferences. Documentation of the parent-teacher conference must be submitted to the appropriate Administrator of their designee prior to the granting of the paid time off.

ARTICLE XIII INSURANCE BENEFITS

A. State Disability Insurance

Unit members have opted for private disability insurance in lieu of the State Disability Insurance Program. Such private disability insurance includes short- and long-term disability insurance benefits and paid family leave benefits, each of which shall for the term of this Agreement continue to be provided subject to terms and conditions as described in benefit plan literature provided. All premium costs for such plan shall be paid by employees. The parties may, by mutual agreement, reopen this provision of the Agreement, which neither party shall unreasonably withhold.

B. Insurance Benefits/Premiums

1. Effective 1/1/22, employee bi-weekly contributions towards monthly health premiums were as follows:

	Blue Shield	Blue Shield Access	Kaiser	CHP PPO
Employee Only	93.52/6.48%	93.52/6.48	100/0%	60.46/39.54%
Employee + 1	75.94/24.06%	75.94/24.06%	77.34/22.66%	53.36/46.64%
Employee + 2	63.47/36.53%	63.47/36.53%	60.65/39.35%	56.64/43.36%

Employer/Employee Percentage Split

	Blue Shield	Blue Shield Access	Kaiser	CHP PPO
Employee Only	$25.40	$23.88	-	$244.03
Employee + 1	$190.45	$181.10	$149.44	$556.76
Employee + 2	$408.95	$388.85	$366.99	$730.77

2. Effective 1/1/23, employee bi-weekly contributions towards monthly health premiums shall be adjusted to reflect the proportionate District and employee share of changes in health care premiums during the 2023 calendar year. The new biweekly employee contributions shall be as follows:

	Blue Shield	Blue Shield Access	Kaiser	CHP PPO
Employee Only	$25.15	$27.99	-	$261.97
Employee + 1	$190.73	$207.51	$155.22	$599.45
Employee + 2	$409.54	$455.61	$381.20	$787.54

3. Percentage cost split between employee and District remains the same for duration of the Agreement, in accordance with premium rates set by HHS (for medical) and provider (for dental).

C. Prescription Drug Plan

Prescription Drug Plan co-pay reimbursement to employees shall remain suspended for three years beginning on July 1, 2022 through June 30, 2024.

D. Life Insurance

The District shall provide, in accordance with carrier requirements, life insurance coverage to permanent full-time and permanent part-time employees. Part-time employees must be regularly scheduled a minimum of twenty hours a week to be eligible.

The face value of the life insurance policy shall be $50,000.

On the 70th birthday of the bargaining unit member, the payable amount is reduced to $32,500. On the 75th birthday of the bargaining unit member, the payable amount is reduced to $25,000.

E. Dental/Orthodontia

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

1. Dental Insurance: General, Per Year $3,000

2. Lifetime Orthodontia: $2,000

F. Benefits While on Unpaid Leave of Absence

The District will discontinue payment of any and all contributions for employee health and dental benefits for those employees who remain on unpaid leave status in excess of twelve (12) continuous weeks, with the exception of approved sick leave, workers' compensation leave, family care leave, or mandatory administrative leave. Affected employees must make arrangements with the Human Resources Department, Benefits Unit for payment of benefit premiums within twenty (20) working days following notice of approval of leave. Members not making such arrangements within twenty (20) working days following notice of approval of leave shall have coverage rescinded until they return from leave.

ARTICLE XIV RETIREMENT

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

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

2. All new employees hired on or after 11/01/2013, will contribute two percent (2%) of salary to the District OPEB Trust Fund (RHCTF).

3. Employees hired before November 1, 2013, shall contribute .25% of salary to the District OPEB Trust Fund (RHCTF) beginning July 1, 2016. The employees' contribution to the District OPEB Trust Fund (RHCTF) will increase by an additional .25% per year starting 7/1/2017 up to a total of 2.00% of salary as follows:

.25% of wages effective 7/1/2016;

.50% of wages effective 7/1/2017;

.75% of wages effective 7/1/2018;

1.00% of wages effective 7/1/2019;

1.25% of wages effective 7/1/2020;

1.50% of wages effective 7/1/2021;

1.75% of wages effective 7/1/2022;

2.00% of wages effective 7/1/2023.

4. If the electorate of the City of San Francisco passes an extension to the parcel tax prior to July 1, 2019, either party may reopen negotiations regarding the dates and amounts of the increases to OPEB contributions scheduled for 2020, 2021, 2022, and/or 2023 pursuant to Article XIV.3 above, provided that in no case shall such negotiations result in any unit member not paying a full 2.00% of wages to the RHCTF on or before July 1, 2023.

ARTICLE XV TRAINING, CAREER DEVELOPMENT & INCENTIVES

A. Required Educational Programs

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

B. Pre-Retirement Planning Seminar

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

C. Staff Development

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

D. Enrollment Fee Waiver

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

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

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

3. Employees who wish to avail themselves of this program must complete and submit the District's Enrollment Fee Waiver Program Form prior to or at the time of registration. Enrollment Fee Waiver Program Forms submitted after registration will not be honored.

E. Apprentice Training Fund

1. Consistent with the established joint apprenticeship-training program between the City and County of San Francisco and Stationary Engineers Local 39, the District shall make an annual contribution to the Local 39 Apprenticeship Training Fund to provide a training program for journey-level members who wish to improve their skills as well as apprentices entering the apprenticeship program.

2. The annual payments shall be made in January, of each year of this Agreement by the District, in the amount of eight hundred fifty dollars ($850.00) for each person represented by the Union employed on a full- time, paid status by the District on December 31 of each year covered by this Agreement. The Union shall provide the Senior of Finance and Administration with an annual invoice requesting payment. The Senior shall channel the invoice to Human Resources and to Business Services. Human Resources shall prepare a report for Business Services listing the names of the represented employees employed on a full-time basis as of December 31 of the prior year. Thereafter, Business Services shall determine the amount to be paid to the Apprenticeship Training Fund and shall execute any and all documents necessary to insure payment by the District.

A. Work Environment

1. District Responsibility

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

2. Employee Rights and Responsibilities

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

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

c. Appeal to Cal-OSHA

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

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

B. Work Clothing, Safety Clothing & Eye Protection

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

5 pairs of pants and 5 shirts OR *5 pairs of overalls

Safety work boots in compliance with Cal OSHA regulations

Coveralls or protective clothing as deemed appropriate

In addition, all bargaining unit members will be provided foul weather gear consisting of hat, coat, pants and boot when required to perform their normal work duties in the rain. Upon request, the District shall provide prescription eye protection for employees performing duties that require eye protection under Cal-OSHA regulations.

C. Tools

The District agrees to provide all needed tools and equipment for all employees to perform their assignment. The parties agree that tools are property of the District and employees shall not take District-provided tools home.

D. Lockers

Lockers will be available for covered employees.

E. Clean-up Time

Covered employees will be provided with appropriate clean-up time (no more than 30 minutes per day) at the end of their daily assigned shift. The supervisor shall determine how much clean-up time is appropriate.

F. Vehicles

Covered employees may take District vehicles home when assigned by their supervisor with the approval of the appropriate Senior.

G. Rest Breaks

Covered employees will be provided with two (2) break periods during their regular shift of fifteen (15) minutes, one approximately two (2) hours after the start of the shift and the other approximately two (2) hours before the end of the shift. Covered employees will be provided with an unpaid meal break of not less than thirty- (30) minutes approximately mid shift. Occasionally, such breaks may be delayed at the request of the supervisor in order to complete urgent work assignments, or to fulfill District needs. Such breaks shall not be used in the following situations:

1. To arrive late for work.

2. To leave work early.

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

ARTICLE XVII SCOPE OF AGREEMENT

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

ARTICLE XVIII DURATION OF AGREEMENT; REOPENER

A. Duration

This Agreement shall be in effect from July 1, 2022, through June 30, 2024, unless otherwise specified herein.

B. Reopeners

1. The Union agreed to waive reopener negotiations on wages regarding carryover dollars that may be available for compensation increases ("look back negotiations") for fiscal year 2022/2023 during a previous lookback negotiation, and the parties agree to suspend lookback negotiations for fiscal years 2023/2024.

2. The parties agree to Sunshine proposals by February 1, 2024 for negotiations on changes to this Agreement to become effective July 1, 2024.

ARTICLE XIX SAVINGS CLAUSE

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

ARTICLE XX FULL AGREEMENT

With the exception of the reopener provisions herein, the provisions herein shall remain in effect for the life of the Agreement and neither party is obligated to reopen on any matter covered in this Agreement

SIGNATURE PAGE

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

The Union by a majority vote of its membership, ratified the Agreement on November 1, 2022.

The Board of Trustees of the San Francisco Community College District, at a public meeting, ratified the Agreement on November 10, 2022.

For the District:

Clara Starr
Associate Vice Chancellor
Human Resources

For the Union:

Bart Florence
Business Manager

Jeff Gladieux
President

Brandy Johnson
Director of Public Employees

Stan Eichenberger
Business Representative

APPENDIX A **SALARY TABLE**

(JULY 1, 2022 – JUNE 30, 2023 – includes 5% increase to base wages [Article X.A.2.a])

Job Code	Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 (1)	Step 7 (2)	Step 8 (3)	Step 9 (4)	Step 10 (5)
7205	Chief Stationary Engineer	HR	$ 51.8580	$ 54.4223	$ 57.1853	$ 60.0050	$ 63.0088	$ 66.1593	$ 69.4673	$ 72.9406	$ 76.5875	$ 80.4170
		BW	$ 4,148.64	$ 4,353.79	$ 4,574.82	$ 4,800.40	$ 5,040.71	$ 5,292.75	$ 5,557.38	$ 5,835.24	$ 6,127.00	$ 6,433.36
		AN	$ 107,864.70	$ 113,198.47	$ 118,945.44	$ 124,810.36	$ 131,058.35	$ 137,611.44	$ 144,491.91	$ 151,716.36	$ 159,302.05	$ 167,267.32
7333A	Apprentice (A) Stationary Engineer	HR	$ 32.6166	$ 35.1103	$ 37.6181	$ 40.1261	$ 42.6198	$ 44.7510	$ 46.9884	$ 49.3380	$ 51.8049	$ 54.3953
		BW	$ 2,609.33	$ 2,808.83	$ 3,009.45	$ 3,210.09	$ 3,409.59	$ 3,580.08	$ 3,759.08	$ 3,947.04	$ 4,144.39	$ 4,351.62
		AN	$ 67,842.47	$ 73,029.47	$ 78,245.73	$ 83,462.22	$ 88,649.22	$ 93,082.08	$ 97,735.97	$ 102,623.10	$ 107,754.19	$ 113,142.12
7334B	Apprentice (B) Stationary Engineer	HR	$ 45.1561	$ 47.6215	$ 47.6215	$ 47.6215	$ 47.6215	$ 50.0025	$ 52.5026	$ 55.1277	$ 57.8843	$ 60.7783
		BW	$ 3,612.49	$ 3,809.72	$ 3,809.72	$ 3,809.72	$ 3,809.72	$ 4,000.20	$ 4,200.21	$ 4,410.22	$ 4,630.74	$ 4,862.26
		AN	$ 93,924.67	$ 99,052.70	$ 99,052.70	$ 99,052.70	$ 99,052.70	$ 104,005.14	$ 109,205.46	$ 114,665.68	$ 120,399.33	$ 126,418.87
7334	Stationary Engineer	HR	$ 41.3589	$ 43.4581	$ 45.5669	$ 47.7064	$ 50.1436	$ 52.6508	$ 55.2832	$ 58.0474	$ 60.9497	$ 63.9973
		BW	$ 3,308.71	$ 3,476.65	$ 3,645.35	$ 3,816.51	$ 4,011.49	$ 4,212.06	$ 4,422.66	$ 4,643.79	$ 4,875.97	$ 5,119.78
		AN	$ 86,026.45	$ 90,392.83	$ 94,779.05	$ 99,229.38	$ 104,298.67	$ 109,513.62	$ 114,989.13	$ 120,738.51	$ 126,775.30	$ 133,114.36
7335	Senior Stationary Engineer	HR	$ 46.6014	$ 48.9392	$ 51.3621	$ 53.8984	$ 56.6187	$ 59.4496	$ 62.4221	$ 65.5432	$ 68.8203	$ 72.2613
		BW	$ 3,728.11	$ 3,915.14	$ 4,108.97	$ 4,311.87	$ 4,529.50	$ 4,755.97	$ 4,993.77	$ 5,243.46	$ 5,505.62	$ 5,780.91
		AN	$ 96,930.94	$ 101,793.62	$ 106,833.20	$ 112,108.65	$ 117,766.96	$ 123,655.24	$ 129,837.93	$ 136,329.87	$ 143,146.13	$ 150,303.54

1. Requires ten (10) or more years of continuous service within the civil service system of the City and County San Francisco as of June 30, 2016, or thereafter, provided that the five (5) most recent years of service have been with the District. See Article X.B.5.A.

2. Requires fifteen (15) or more years of continuous service within the civil service system of the City and County San Francisco as of June 30, 2016, or thereafter, provided that the ten (10) most recent years of service have been with the District. See Article X.B.5.B.

3. Requires twenty (20) or more years of continuous service within the civil service system of the City and County San Francisco as of June 30, 2016, or thereafter, provided that the fifteen (15) most recent years of service have been with the District. See Article X.B.5.C.

4. Eligibility for movement to Step 9 are those employees working twenty or more hours per week with twenty-five (25) or more years of continuous service within the civil service system of the City of San Francisco as of June 30, 2019, or thereafter, provided that the twenty (20) most recent years of service have been with the District. See Article X.B.5.D.

5. Eligibility for movement to Step 10 are those employees working twenty or more hours per week with thirty (30) or more years of continuous service within the civil service system of the City of San Francisco as of June 30, 2019, or thereafter, provided that the twenty-five (25) most recent years of service have been with the District. See Article X.B.5.E.

APPENDIX A - 1 **SALARY TABLE**

(JULY 1, 2023 – JUNE 30, 2024 – includes 5% increase to base wages [Article X.A.2.b])

Job Code	Title		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 (1)	Step 7 (2)	Step 8 (3)	Step 9 (4)	Step 10 (5)
7205	Chief Stationary Engineer	HR	$ 54.4509	$ 57.1435	$ 60.0446	$ 63.0052	$ 66.1593	$ 69.4673	$ 72.9406	$ 76.5876	$ 80.4169	$ 84.4378
		BW	$ 4,356.07	$ 4,571.48	$ 4,803.57	$ 5,040.42	$ 5,292.74	$ 5,557.38	$ 5,835.25	$ 6,127.01	$ 6,433.35	$ 6,755.03
		AN	$ 113,257.94	$ 118,858.39	$ 124,892.72	$ 131,050.88	$ 137,611.26	$ 144,492.01	$ 151,716.51	$ 159,302.18	$ 167,267.15	$ 175,630.68
7333A	Apprentice (A) Stationary Engineer	HR	$ 34.2474	$ 36.8658	$ 39.4990	$ 42.1324	$ 44.7508	$ 46.9886	$ 49.3379	$ 51.8049	$ 54.3951	$ 57.1150
		BW	$ 2,739.79	$ 2,949.27	$ 3,159.92	$ 3,370.59	$ 3,580.06	$ 3,759.08	$ 3,947.03	$ 4,144.39	$ 4,351.61	$ 4,569.20
		AN	$ 71,234.59	$ 76,680.94	$ 82,158.02	$ 87,635.33	$ 93,081.68	$ 97,736.18	$ 102,622.76	$ 107,754.26	$ 113,141.90	$ 118,799.23
7334B	Apprentice (B) Stationary Engineer	HR	$ 47.4139	$ 50.0026	$ 50.0026	$ 50.0026	$ 50.0026	$ 52.5026	$ 55.1278	$ 57.8841	$ 60.7785	$ 63.8172
		BW	$ 3,793.11	$ 4,000.21	$ 4,000.21	$ 4,000.21	$ 4,000.21	$ 4,200.21	$ 4,410.22	$ 4,630.73	$ 4,862.28	$ 5,105.38
		AN	$ 98,620.90	$ 104,005.33	$ 104,005.33	$ 104,005.33	$ 104,005.33	$ 109,205.39	$ 114,665.73	$ 120,398.96	$ 126,419.30	$ 132,739.82
7334	Stationary Engineer	HR	$ 43.4268	$ 45.6310	$ 47.8452	$ 50.0918	$ 52.6508	$ 55.2833	$ 58.0474	$ 60.9497	$ 63.9971	$ 67.1972
		BW	$ 3,474.15	$ 3,650.48	$ 3,827.62	$ 4,007.34	$ 4,212.06	$ 4,422.67	$ 4,643.79	$ 4,875.98	$ 5,119.77	$ 5,375.77
		AN	$ 90,327.77	$ 94,912.48	$ 99,518.00	$ 104,190.85	$ 109,513.60	$ 114,989.30	$ 120,738.59	$ 126,775.43	$ 133,114.07	$ 139,770.08
7335	Senior Stationary Engineer	HR	$ 48.9315	$ 51.3862	$ 53.9302	$ 56.5933	$ 59.4497	$ 62.4221	$ 65.5432	$ 68.8204	$ 72.2613	$ 75.8744
		BW	$ 3,914.52	$ 4,110.90	$ 4,314.42	$ 4,527.46	$ 4,755.97	$ 4,993.77	$ 5,243.45	$ 5,505.63	$ 5,780.90	$ 6,069.95
		AN	$ 101,777.49	$ 106,883.30	$ 112,174.86	$ 117,714.08	$ 123,655.31	$ 129,838.00	$ 136,329.82	$ 143,146.36	$ 150,303.44	$ 157,818.71

1. Requires ten (10) or more years of continuous service within the civil service system of the City and County San Francisco as of June 30, 2016, or thereafter, provided that the five (5) most recent years of service have been with the District. See Article X.B.5.A.

2. Requires fifteen (15) or more years of continuous service within the civil service system of the City and County San Francisco as of June 30, 2016, or thereafter, provided that the ten (10) most recent years of service have been with the District. See Article X.B.5.B.

3. Requires twenty (20) or more years of continuous service within the civil service system of the City and County San Francisco as of June 30, 2016, or thereafter, provided that the fifteen (15) most recent years of service have been with the District. See Article X.B.5.C.

4. Eligibility for movement to Step 9 are those employees working twenty or more hours per week with twenty-five (25) or more years of continuous service within the civil service system of the City of San Francisco as of June 30, 2019, or thereafter, provided that the twenty (20) most recent years of service have been with the District. See Article X.B.5.D.

5. Eligibility for movement to Step 10 are those employees working twenty or more hours per week with thirty (30) or more years of continuous service within the civil service system of the City of San Francisco as of June 30, 2019, or thereafter, provided that the twenty-five (25) most recent years of service have been with the District. See Article X.B.5.E