

What's new in your contract?

Here is a summary of the changes your bargaining team negotiated from the 2018-2020 contract.

The most important highlights are:

- 16% increased wages with retroactive pay and a reopener for next year's raise.
- \$1,500 one-time payment.
- Three additional steps (9% increased wages) for 2616 Lead Student Nutrition Workers after more than 5 years of service.
- New covered classifications and stronger language on orientations for new hires and release time for stewards will help our union have more engaged members.
- Safety rules to protect our workers from dangerous conditions in encampments.
- A Clerical Handbook will be developed with guidance and Standard Operating Procedures written by our members.

Article 1: Recognition

This chapter covers who can be represented by our union and how those decisions are made.

Several classifications were added to the bargaining unit:

- 1224 - Principal Payroll and Personnel Clerk
- 1824 - Principal Analyst
- 2654 - Cook
- 7219 - Maintenance Scheduler
- 7268 - Window Cleaner Supervisor
- 9977 - Parent and Community Coordinator (aka Enrollment Counselor)

The new language allows the union to file a grievance if we believe a job class has been wrongly excluded from our representation. We clarify that all provisions of the contract, including pay premiums, automatically apply to new job classes added and that we will meet and confer on changes to job descriptions before review by the Civil Service Commission. In the past, the District sometimes presented job description changes to the Civil Service Commission without first conferring with the Union.

Article 2: Term of Agreement

This new contract ends June 30, 2025. Also, the term of the previous contract was formally extended through June 30, 2022. This extension had previously been informally agreed upon.

Article 3: Non-Discrimination

You have the right to representation during the ADA interactive process when you are requesting accommodations or modified duty.

Article 4: Translation and Distribution

No changes.

Article 5: Compensation Benefits and Health and Welfare Benefits

6% pay increase on July 1, 2022 (with retroactive pay to that date).

10% pay increase on July 1, 2023 (with retroactive pay to that date).

Reopener negotiations on wages and other matters next year - up to two union-proposed articles, plus any outstanding work from the Labor Management Committee.

\$1500 lump sum payment in recognition of the hardship of the EMPowerSF system for all our members.

3 additional steps will be added to class 2616 Lead Student Nutrition Worker, with a 3% differential per step. Employees in this class with enough years of service will go up a step each year from 2022-2024 with retroactive pay.

The Labor Management Committee will consider improvements to the dental plan this school year. If no conclusion is reached, it will go back to bargaining in the next contract.

Article 6: Temporary Positions

The District commits to make “every effort” to provide Civil Service exams within 60 days of ratification, with a priority for classifications where there has been no exam in the last 2 years (this is *every* District-only classification and several Citywide classifications).

The District and union will meet monthly to speed the process of developing and administering Civil Service exams.

Article 8: Union Security

The District must apply union membership and other chosen deductions within one pay period. Prior to this contract, there were no specified timelines.

The new contract requires 7-day notice of any new hires in covered job classes and a complete roster of all employees covered by this contract each 90 days. This information will help the union communicate with all members and provide the Union with a way to ensure members receive their proper benefits and pay.

Article 9: Union Rights

Each department must have a union bulletin board, rather than having one board per building with multiple departments. This will make it easier for members to learn about their rights and upcoming union events. **If your department doesn't currently have a bulletin board, reach out and let us know!**

The contract provides for 8 hours paid release time for training of stewards on representation and the content of the new contract. If you are interested in supporting your coworkers as a steward, please contact chapter leaders and let them know.

Members have a right to a private location for meetings with their supervisor when a union representative attends.

New Employee Orientations: Each new employee will attend a union orientation within 30 days of hire, on paid time. Additionally, the union is entitled to present at any departmental or HR orientation session. Paid release time for members presenting at these sessions will be provided based on the number of represented employees in attendance.

District representatives will not be present during union presentations to members.

Article 10: Professional Development

Department or section heads may designate subordinates to approve workshops for members. This is helpful for very large or spread-out departments where line employees may not have much interaction with the department head.

The district “may provide” “up to 24 hours” of in-service training - this is an increase from 8 hours in the previous contract, but it is no longer a hard requirement.

The union is entitled to present at any group training for up to 30 minutes “immediately following the lunch break” (this is not new, but everyone always forgets it).

The list of covered trainings is updated and expanded.

The tuition reimbursement amount per member has been increased to \$2,000 with prior approval from HR.

Tuition reimbursement now covers professional conferences, association memberships, and journal subscriptions relevant to your job.

Article 11: Subcontracting of work

The District may use non-employee contractors to do bargaining unit work in an “emergency” that is not an “overflow” of work. Overflows are temporary in nature, but emergencies may last any period as declared.

The District may not use automation or robotics to replace or displace employees.

Article 12: Holidays and Vacations

Juneteenth is added to the list of official paid holidays.

“Flexible scheduling” for 4 floating holidays (up from 2), but the definition of flexible scheduling now includes supervisor approval where before it did not. A supervisor now has a duty to “make every reasonable effort” to find a “mutually agreeable” alternative when they deny use of a floating holiday.

Article 13: Leave of Absence

Paid bereavement leave is increased to 5 days. It may not be taken within the first 30 days of employment.

You are no longer obligated to provide documentation for bereavement leave up front, but only on request within 30 days of the leave.

Article 14: Assignments

If your schedule or work hours are changed, you are entitled to 21 calendar days' notice prior to the change so you can make arrangements. Permanent employees have assignment priority ahead of TEX employees when schedules are being changed for a group.

Article 15: Substitutes

The budget for fill-in substitutes for elementary schools has been increased from \$100,000 to \$300,000. This money is intended to pay for a sub pool of clerks and custodians to cover short-term absences at schools with few positions, because the clerks and custodians at those schools have a particularly hard time taking sick days.

Article 16: Clerical Provisions

A Clerical Committee will be convened to develop a Clerical Staff Manual including written procedures for many duties, and that manual will be updated before the start of each school year.

Article 17: Custodial Positions

Custodial transfers must be rejected by both the principal and the Director of Custodial Services to be denied, not just one or the other.

A new annual bidding process is established for custodians, similar to the process for Student Nutrition. It will take place annually and offer an orientation. Members will know their assignments for the new school year before the end of the current year.

Overtime “may be” offered pursuant to a permit, with sectoral seniority considered in the assignment. Supervisors are obliged to cover if no custodian volunteers.

Custodial will provide workspaces, computers, WIFI, and a printer for all Supervisors and Assistant Supervisors.

All custodial overtime must be paid for the period in which it is worked. Custodians may deliver their overtime sheets to the office on paid time if the supervisor is not able to pick it up in time.

Article 18: Student Nutrition Positions

The bidding language has been simplified and improved to ensure that members can elect their preferred sites and hours by seniority. Bidding will be done every semester. An orientation for interested employees will be conducted, which provides information on seniority and how the process will work.

Permanent employees who bid for a new position do not risk their current position.

Members will be paid for any time to travel between assigned worksites, and actual travel expenses will be reimbursed (transit or mileage).

Article 19: Health Workers

This is a new article.

Health workers are guaranteed adequate workspace at school sites, with access to computers, printers, and WIFI.

Health workers will be reimbursed for travel expenses between sites and the cost of a parking permit if needed.

Article 20: KALW Provisions

This is a new article.

KALW employees are entitled to 20 workdays advance notice of a schedule change.

Assignment of schedules and temporary assignments is based on seniority.

KALW Management is responsible for maintaining a sufficient pool of substitute workers to cover vacancies.

The District may not use automation or robotics to replace or displace radio announcers.

KALW will air a message that SEIU represents the announcing staff.

Article 21: Child Development Program Provisions

This was formerly Article 19.

Houseparents and Assistant Houseparents will be provided with PPE and training consistent with their duties. They will not be assigned to duties that present an unusual health or safety risk. Houseparents and Assistant Houseparents are not expected to clean up trash from homeless encampments.

“Date of hire” rather than “length of service” is now the basis for TEX Assistant Houseparent assignments. Date of hire has several possible meanings, so this creates some ambiguity that may not matter in practice.

Article 23: Uniforms

50% greater uniform funding for Student Nutrition workers

A \$200 per person allocation for custodial uniforms and shoes, rather than a blanket department allocation. This is a significant improvement and might mean we actually get shoes.

Uniforms may be rented rather than purchased, and the District will inform each employee of the replacement cost of each uniform item, but employees will not pay that cost.

You should join your department’s uniform committee!

Article 24: No Strike / No Lockout

No Changes

Article 25: Grievance Procedures

The Union may arbitrate the results of a *Skelly* disciplinary hearing if called for within 15 days.

By mutual agreement, the Union and District may participate in mediation, which is often faster and less expensive than arbitration.

Labor Relations has 90 days (up from 30) to schedule arbitrations and select an arbitrator.

Article 26: Employee Protection

New language protects our workers from having to deal with hazardous waste from encampments near school sites and specifies that it’s not our workers’ responsibility to evict encampments from SFUSD property. Employees will not be assigned to clean hazardous materials without appropriate protective equipment.

The language establishes a new District Safety Committee will consider ways to reduce the impact of prolonged computer use and plan appropriate safety trainings, propose necessary changes to policies or facilities to improve safety, etc. Join the Safety Committee!

Article 27: Parent Conferences

No changes, but if you are a parent, you should read this because you might not know about these rights.

Article 28: Probationary Periods

Article 28.1.1 limits probationary periods for temporary incumbents moving to permanent positions to 45 days.

Article 30: Layoffs

Extends the notice period for layoff and affirms the union's legal right to meet and confer over layoffs.

Article 31: Discipline and Dismissal

Your right to representation during discussion of discipline has been strengthened.

Article 32: Insurability

If an employee is unable to drive in a job that requires driving, they are placed on a special status for 30 days. Under the old contract, their job performance during this period needed to be "satisfactory," but now it must be both "satisfactory" and "efficient."

Article 35: Right to Privacy in the Workplace

Employees shall reasonably expect privacy of their person and property.

Employees *should not* have a reasonable expectation of privacy in their work area.

Article 36: Additional Part-Time Employment

Employees are explicitly allowed to take outside work. This is a limited waiver of the District's rights under City administrative statutes.

Side Letter on Labor-Management Committee Work

This side letter defines commitments for work by the Labor-Management Committee during this school year. Anything left unresolved will be part of reopener negotiations next year. The scope of work includes:

- Fixing the Catastrophic Sick Leave program
- Attempting to set up a better dental and orthodontia plan our members can buy into.
- Prioritizing access to affordable housing for SEIU members in future district-sponsored affordable housing projects.
- Developing policy to ensure members can use their floating holidays.