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IDnum 354 **Language** English **Country** United States **State** CA

Union Unified Educators of San Francisco

Local

Occupations Represented
Teachers—preschool, kindergarten, elementary, middle, and secondary

Bargaining Agency San Francisco Unified School District

Agency industrial classification (NAICS):

61 (Educational Services)

BeginYear 1998 **EndYear** 2001

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Notes

Contact

Full text contract begins on following page.

Contract

between

**San Francisco Unified
School District**

SFUSD

and

**United Educators
of San Francisco**

(415) 621-4438

www.uesf.org



Covering United Support Personnel

July 1, 1998— June 30, 2001

Preamble

The San Francisco Board of Education (S.F.U.S.D.) and the United Educators of San Francisco (U.E.S.F.) recognize their mutual responsibility to work toward the achievement of quality education for all students in the San Francisco Unified School District. The United Educators of San Francisco, the exclusive representative for all San Francisco United Support Personnel (paraprofessionals), and the San Francisco Board of Education have jointly entered into this contract for United Support Personnel in San Francisco. This contract enumerates certain United Support Personnel rights, benefits, and work conditions which are under the jurisdiction of the San Francisco Unified School District in return for quality services rendered by United Support Personnel for the District and its students.

Certain other rights, benefits, work conditions and obligations of United Support Personnel are regulated by other governmental entities and agencies. The District and U.E.S.F. shall abide by the mandates of those entities having jurisdiction over the District and its employees.

The contract and the procedures which it establishes for the resolution of differences is intended in the public interest to contribute to good employee relations. The parties shall continue to pursue their interests in a spirit of mutual respect, the key to good employer/employee relations. Working cooperatively, the U.E.S.F. and the District can achieve their common goal of improving education for all San Francisco public school students.

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Article I — Agreement and Union Recognition

- 1.1. This is an Agreement made and entered into the 16th day of December, 1999, between the San Francisco Unified School District Board of Education, hereinafter referred to as “District,” and the United Educators of San Francisco, hereinafter referred to as the “Union.”
- 1.2. The District recognizes the Union as the exclusive representative for the unit of United Support Personnel described in Appendix A and those with Permanent Civil Service Status classifications 3593, 3594, 3596, 8203, and 9976 and excluding substitute prior to July 1, 2000), temporary, limited term or casual employees performing bargaining unit work or noon supervision.
 - 1.2.1. Effective July 1, 2000, substitute support employees performing bargaining unit work shall be included as part of the United Support Personnel bargaining unit. Prior to said date, the Union and the District shall meet and negotiate in order to agree which portions of the Contract shall be applicable to substitute United Support Employees. Until said agreement is reached, the District shall maintain the working conditions in effect for substitute United Support Employees on June 30, 2000.
- 1.3. In order to assure a smooth transition from the current Civil Service System to an administration under the classified provisions of the California Education Code:
 - 1.3.1. The District and Union agree to continue the rights, benefits, and privileges of those employees who have Permanent Civil Service Status, therefore, no provision of this Agreement shall apply to said employees, unless the parties specifically and expressly agree to the contrary regarding a particular provision.

Article II — Definitions

- 2.1. “*Bargaining unit member*,” “*Unit member*,” or “*United Support Personnel (USP)*,” “*aide*,” or “*paraprofessional*” shall mean an employee who is included in the appropriate unit as defined in Article I and therefore, is covered by the terms and provisions of this Agreement.
- 2.2. “*Class*” is any group of positions similar in duties and responsibilities, with the same hours and work calendar.
- 2.3. “*Hourly Rate of Pay*” is the amount of money a unit member is paid per hour based on her/his position on the appropriate salary schedule.
- 2.4. “*Class Specification*” is the description of the duties, responsibilities, minimum qualifications, and distinguishing characteristics, if any, adopted by the Board of Education.

- 2.5. *“Classification”* is the act of placing a position within a class having a class specification with a designated title, and a regular hourly salary schedule.
- 2.6. *“Work day”* shall mean a day on which unit members are required to render service to the District.
- 2.7. *“Day”* shall mean a day in which the District offices are open for business.
- 2.8. *“Half-time”* shall mean a work schedule which is one-half (1/2) of an eight (8) hour work day, and work the prescribed annual work calendar for the class.
- 2.9. *“Promotive position”* shall mean an assignment to a class which has a higher rate of pay.
- 2.10. *“Probationary period”* is the twelve (12) month period (six [6] month period in the case of a promotive position) of initial service in a regular assignment, excluding temporary, limited term, restricted, casual, substitute or as-needed employment.
- 2.11. *“Seniority”* is secured by length of service in paid unit member status in the District from the first day of continuous service in probationary status within a class.
- 2.12. *“Date of hire”* shall mean the date of initial District employment in probationary status.
- 2.13. *“Union”* means the United Educators of San Francisco.
- 2.14. *“Immediate administrator,” “immediate supervisor,” “principal,”* or *“program director”* shall mean the administrative or management employee who is the immediate supervisor of the unit member and who is a non-unit member.
- 2.15. *“Evaluator,”* in the case of a unit member who works at a school site, shall mean the certificated person who serves as immediate supervisor in conjunction with one (1) on site administrator. In the case of a unit member who works at other than a school site the supervising administrator shall be designated as the evaluator.
- 2.16. *“Board”* shall mean the San Francisco Unified School District Board of Education or its designated representative(s).
- 2.17. *“District”* shall mean the San Francisco Unified School District.
- 2.18. *“Superintendent”* shall mean the chief administrative officer of the District, or his/her designee.
- 2.19. *“Sick Leave Unit”* shall mean the standard number of hours per day worked by the unit member.
- 2.20. Wherever the singular is used, it is to include the plural.

Article III — 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 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. The Union shall be guaranteed the right to speak through its representatives to any items on or off the agenda at all public meetings of the Board of Education if it (the Union) so desires, subject to rules and regulations on time limits.
- 3.5. The District shall make every effort to have applicable administrative offices send copies of all notices affecting the work conditions of United Support Personnel at a site or district-wide to the Union.
- 3.6. 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.
- 3.7. The District agrees that the Union shall have the exclusive right to payroll deduction of dues. A computer printout list and data disk showing the unit member's name and the amount of dues deduction shall be sent to the Union.

- 3.8. 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.
- 3.9. Names, addresses, telephone numbers, hours of employment, work location, seniority, funding source, and ethnicity of bargaining unit members shall be provided to the Union on or about October 15 and updated on or about March 15 each year. Individual unit members' requests for confidentiality regarding addresses and telephone numbers shall be honored. Use of such information shall be for Union business only.
- 3.10. 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.
- 3.11. 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.
- 3.12. Six (6) Union member United Support Personnel shall be granted leaves of absence to conduct Union business. Up to two (2) additional Union teachers 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 Personnel Officer 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 teaching service time for salary increment and benefit purposes. A tenure-track teacher returning from a leave of one year or less shall return to the school to which the teacher was assigned, or would have been assigned had the teacher not been on leave. In the case of a teacher who is away there must be a good faith effort by the principal at consultation prior to any personnel decision affecting the teacher's position to which he/she would normally return.
 - 3.12.1. 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 3.12.

- 3.13. Union representatives from the Child Development program 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.
- 3.14. 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.
- 3.15. 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)
- 3.16. **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 (U.E.S.F.);
 - b) Pay a Service Fee to U.E.S.F. 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 U.E.S.F. dues and other fees for service to a nonreligious charitable fund as set forth herein.
- 3.16.1. 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.
- 3.16.2. 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 a 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 3.10 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 3.16.2, the Union shall so inform the District and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45168 and in the same manner as set forth in Sections 3.16.2 of this section. 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:

- 3.16.2.1. the amount of the agency fee including an appropriate breakdown of chargeable expenses;
 - 3.16.2.2. the availability to all such nonmembers of a prompt hearing regarding the agency fee amount before a neutral arbitrator at Union expense; and
 - 3.16.2.3. the established procedures for escrowing in an interest bearing account the fees that are in dispute.
- 3.16.3. U.E.S.F. agrees to furnish to the District's Chief Personnel Officer or his/her designee a "Certification Form" to the District certifying the amount of U.E.S.F. dues, service 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.
 - 3.16.4. 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 nonmembership in the Union, and to indicate any changes in personnel from the list previously furnished.
 - 3.16.5. The Union agrees to furnish in a timely manner any information needed by the District to fulfill the provisions of Section 3.16.
 - 3.16.6. U.E.S.F. 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 Section 3.16, or, District reliance on any list, notice, document, certification, or authorization furnished under this

Article by U.E.S.F. 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.

Article IV — Professional Rights

- 4.1. With respect to professional employment, the religious, political, and private life of any member of the bargaining unit shall not be grounds for disciplinary action except as it may directly prevent him/her from effectively performing assigned functions during the work day or as it may expose the District to liability for the unit member to work with students.
- 4.2. Listening, recording, television, or other monitoring devices shall not be used by either the District or the unit member to violate each other's rights.
- 4.3. A member of the bargaining unit who is an officer of a state, regional, or national educational organization, or who has been regularly elected by her/his local organization to represent the organization at a state, regional, or national convention, or who is on a program of such a convention or conference, may be excused without loss of salary to attend such convention.
- 4.4. Nothing contained herein shall be construed to deny any unit member his/her rights under the California Education Code or under other applicable state and federal law or Constitution.
- 4.5. The District shall reimburse a unit member for damage or theft of personal property when said damage or theft results from attack, assault or menace, robbery or vandalism when said damage or theft occurs in the line of duty, including pupil supervision, without fault of the unit member. Damage or theft of property in the line of duty does not include damage to or theft of automobiles used solely for commute purposes.
- 4.6. A unit member shall be entitled to representation by the Union on matters of employee/employer relations that may adversely affect him/her.
- 4.7. Each unit member shall, upon initial employment, receive a generic class specification for his/her assignment.
- 4.8. No unit member shall be prohibited from accepting employment in two (2) or more of the District's bargaining units. No combination of regular assignments may total more than forty (40) hours per week or have conflicting regular job schedules.
- 4.9. Upon request a substitute may be provided for each absent unit member.
- 4.10. The District and Union shall form a joint committee, with equal representation, to examine and recommend appropriate inservice activities for unit members.

- 4.11. Whenever possible, United Support Personnel shall participate in the process of interviewing, selecting, training, and scheduling of United Support Personnel (USP).

Article V — District and Union Responsibilities

- 5.1. The Board of Education hereby retains all rights, authorities and duties conferred upon and vested in it by the Laws and Constitutions of the United States and the State of California. Such rights, authorities, and duties, include the right to determine and administer policy and are limited only by the terms of this contract. Any changes in Board policy shall not reduce rights and benefits currently accorded to United Support Personnel by such policies.
- 5.2. The Union and the District agree that the differences between the parties shall be settled by peaceful means as provided in this contract. For the duration of this contract, the Union, in consideration of the terms and conditions provided herein, will not engage in, instigate or condone any strike or work stoppage of members of the bargaining unit. For the duration of this contract, the District, in consideration of the terms and conditions of this contract, will not authorize or permit any lockout of members of the bargaining unit covered by this contract.
- 5.3. **Site budget priorities to minimize layoffs** In reaching the economic portions of this Agreement, the parties recognize that there will need to be a reduction of future expenditures to sustain continuing costs. To the extent possible, said reductions shall begin with equipment and supplies, rather than people.

Article VI — Non Discrimination

Neither the District nor the Union shall discriminate against any officer or unit member of the District in violation of the law, on the basis of race, color, creed, age, sex, national origin, religion, political affiliation, domicile, marital status, sexual orientation, handicapping condition, physical appearance, or membership or participation in the activities of a recognized United Support Personnel organization.

Article VII — Evaluation

- 7.1. The purpose of the program of evaluation is to assess and to improve the performance of an individual unit member and thereby improve the quality of education and services for students.
 - 7.1.1. The program of evaluation shall apply to all United Support Personnel.
 - 7.1.2. The evaluation of all United Support Personnel under this program shall include those performance factors listed in the document in Appendix B.

- 7.1.3. In the case of a unit member who works at a school site the certificated person who serves as immediate supervisor in conjunction with one (1) on site administrator shall be assigned as the evaluator of the unit member. In the case of a unit member who works at other than a school site the supervising administrator shall be designated as the evaluator.
- 7.1.4. A formal, written evaluation for every permanent unit member shall take place once each year no later than June 1.
- 7.1.5. A formal, written evaluation for every probationary employee shall, except for unforeseen circumstances, take place between the third and fifth month after date of hire and between the ninth and eleventh month following date of hire as a probationary employee.
- 7.1.6. **Evaluation Procedure**
 - 7.1.6.1. At the beginning of each school year, or when a unit member is newly assigned to a site, the unit member shall be furnished a copy of the evaluation procedures, including referral to this Evaluation Article, and shall be advised of the criteria upon which the evaluation is to be based.
 - 7.1.6.2. The supervising certificated evaluator and the on site administrator shall observe the unit member in the discharge of his/her daily responsibilities for performance factors, as listed on the Evaluation Form. When the evaluator or the on site administrator observes performance that is less than the required expectations, the shortfall should be called to the attention of the unit member. Any written documentation shall be communicated to the unit member.
 - 7.1.6.3. When it appears to the evaluator or the on site administrator that a rating of “needs improvement” or “unsatisfactory” is likely in two or more of the performance factors, a conference shall be held by the evaluator with the unit member, including the on site administrator in the case of unit members at a school site. The areas where expectations are not being met shall be reviewed with the unit member and suggestions given for improvement. A record of such conference shall be prepared by the evaluator for the personnel file of the unit member and a copy submitted to him/her.
 - 7.1.6.4. At the formal evaluation the evaluator shall arrange a conference with the unit member no later than the specified evaluation deadline to discuss the evaluation. If there are two or more areas of “needs improvement” or “unsatisfactory,” or any disciplinary actions have been taken against the unit member, the on site administrator shall be present at the conference. At the time of

this formal conference, the unit member shall receive a copy of said evaluation and shall have the right to submit a written response to his/her evaluation within five (5) days of receiving said evaluation.

- 7.1.6.5. The signature of a unit member on the evaluation reflects only that he/she has read the evaluation.
- 7.1.6.6. Each unit member being evaluated shall receive a formal evaluation reflecting the observation(s) he/she has received during the year. While the primary basis for this rating shall be the written assessments of the unit member's performance as demonstrated during assessment sequences, other written feedback previously given to the unit member and related to job performance can be used to determine the formal evaluation. Copies of all written backup materials shall be attached to the form that is given to the unit member and sent to the Personnel Office.
- 7.1.6.7. The unit member may be accompanied by a representative of his/her choice at any conference. The evaluator shall be notified prior to the conference if the unit member chooses to bring a representative.
- 7.1.7. Only the procedural aspects of this evaluation article shall be grievable and not the evaluator's judgment or recommendations.

Article VIII — District Personnel File

- 8.1. Each unit member shall have the right, upon request, to review the material in his/her own personnel file during non-duty hours. In the case of eight (8) hour employees the employee shall be released for a reasonable time mutually agreeable with the supervisor for this purpose. Such release during the work day shall be without salary reduction. Material available for review shall not include ratings, reports, or records which:
 - 8.1.1. were obtained prior to the employment of the person involved,
 - 8.1.2. were prepared by identifiable examination committee members, or
 - 8.1.3. were obtained in connection with a promotional examination.
- 8.2. A representative chosen by the unit member may accompany the unit member in this review.
- 8.3. Upon written authorization by the unit member, a representative of the Union shall be permitted to examine and/or obtain copies of materials in such unit member's personnel file except for the materials excluded in Section 8.1 above.
- 8.4. Only one (1) personnel file on any unit member may be maintained by the District except that child abuse reports and sexual harassment charges may

be maintained in a separate confidential District Office file unless disciplinary action is taken on the charges. The documents may then be included in the personnel file.

- 8.4.1. Copies of materials from the personnel file shall be released only for the purpose of processing grievances, official District business, District legal documentation, court order, and official Federal and State agencies, unless written consent is given by the unit member.
- 8.4.2. Any supporting data maintained at a school site but not used for inclusion in an evaluation or for disciplinary purposes shall be destroyed at the end of the evaluation cycle, (see Article VII), or within one year from date of occurrence if not used for disciplinary purposes.
- 8.5. All materials in the file must be signed by the source of the material and dated. No anonymous letters or materials shall be placed in this file.
- 8.6. No derogatory information or statements not related to the unit member's assigned duties or professional responsibilities shall be placed in this file.
 - 8.6.1. Before any derogatory material is placed in this file, a copy of such material shall be provided to the unit member and the unit member shall have an opportunity to respond within five (5) days of receiving said material. The unit member's rebuttal, if any, shall be placed in the file along with the derogatory information or statements.
 - 8.6.2. The unit member shall be provided the opportunity during non-work hours to review the information of a derogatory nature and prepare his/her rebuttal. In the case of an eight (8) hour employee, the employee shall be released for a reasonable time mutually agreeable with the supervisor for this purpose. Such release from duty during the work day shall be without salary reduction.
- 8.7. The unit member shall have the right to include in the file any material or information considered germane to that unit member's professional career except that multiple letters from students, staff and parents on the same topic may be excluded.
- 8.8. Any negative written statement originating from within the District and related to the unit member's assigned duties or professional responsibilities must be part of a formal evaluation signed by the evaluator and reviewed by the unit member, or the result of a disciplinary action.
- 8.9. Derogatory materials in a personnel file that are at least four (4) years old shall, upon a unit member's written request, be removed from the personnel file and placed in a separate sealed file. Such material shall not be removed from the separate file except by court order, a repeated similar incident, or with the unit member's consent.

Article IX — 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.
 - 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. 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 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 in lieu of payment Such compensatory time earned shall be used within the fiscal year in which earned.
 - 9.3.3. When a unit member is required to work on any of the holidays referenced in Section 10.6. 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. Effective with the ratification of this agreement 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 9.5.5. and 9.5.6. The provisions of this section shall not apply to the Child Development Program, non-Public School assignments or where they are contrary to Special Education needs.

- 9.4.1. Effective with the 1995-96 school year 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.

9.5. 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.
- 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 less 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 less 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 Section 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 six (6), seven (7) or eight (8) hours in duration.
 - 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. Each unit member shall receive his/her payroll warrant according to the schedule established for other non-certificated employees of the District.
- 9.10. Unit members shall be eligible to participate in inservice 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.

Article X — Vacations and Holidays

10.1. **Vacations**

- 10.1.1. Vacation is accrued and awarded each pay period in accordance with the following tables:

10.1.1.1. **Full Year Employees**

Years of Service	Award Multiply times number of hours worked
1 up to 5	0.0385
5 up to 15	0.0557
15 and above	0.0777

10.1.1.2. **School Term Employees**

Years of Service	Award Multiply times number of hours worked
1 up to 5	0.0485
5 up to 15	0.0728
15 and above	0.0970

- 10.1.2. The additional award of vacation after five (5) years and fifteen (15) years will not be made and cannot be taken until the unit member has reached his/her anniversary date in the fifth (5) and fifteenth (15) years of service. The maximum vacation awarded in any twelve (12) month period and the maximum accumulations permitted are as follows:

Years of service	Equivalent number of days	Maximum accumulation
1 up to 5	10	320 hours (40 days)
5 up to 15	15	360 hours (45 days)
15 and above	20	400 hours (50 days)

- 10.1.3. Employees covered by this agreement shall be eligible to use accrued vacation after one (1) year of continuous bargaining unit service.
- 10.1.4. Earned vacation shall not become a vested right until completion of the initial six (6) months of employment.
- 10.1.5. A unit member who is separated from the District (i.e. resigning, retiring, being laid off, or terminated), and who has earned vacation time to his/her credit, shall be paid a lump sum for such vacation.
- 10.1.6. **Vacation Approval** — An employee must have his/her request for use of vacation approved by the supervisor at least seven (7) days prior to the employee's being away. This notice provision may be waived in an emergency or in other situations beyond the reasonable control of the employee.

10.2. Holidays

- 10.2.1. All probationary or permanent unit members shall be entitled to the same number of paid holidays consistent with those designated by the Education Code and as adopted by the Board of Education.
- 10.2.2. Regular employees of the District who are not normally assigned to duty during the school holidays of December 25 and January 1 shall be paid for those two holidays provided that they were in a paid status during any portion of the work day of their normal assignment immediately preceding or succeeding the holiday period.

10.2.3. Floating Holidays

- 10.2.3.1. After six (6) months of employment, all Bargaining Unit personnel are entitled to take three (3) Floating Holidays, unless some or all of the Floating Holidays are mandated (designated) for calendaring purposes.

- 10.2.3.2. 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.
- 10.2.3.3. Legal Holidays that fall on a Saturday shall be observed the preceding Friday. Legal Holidays that fall on a Sunday shall be observed the following Monday.

Article XI — 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. **Sick Leave Bank** — The Union and the District agree to establish a 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 agreement and included in the bargaining unit.
 - 11.1.7.2. Each unit member who decides to participate shall sign up within fifteen (15) days after the beginning of the school year and shall be a member for the entire year.
 - 11.1.7.3. Eligibility is limited to United Support Personnel having accumulated fifteen (15) or more sick leave units at the time they join.
 - 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.
 - 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 contributed or the remaining fraction thereof.

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 any of the following:
 - 11.2.1.1. Death of a member of his/her immediate family, 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.
 - 11.1.1.3. 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 1 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. **Maternity Leave** — Absences due to maternity leave are treated in the same manner as other illness or disability.
- 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 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

- 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. Jury Duty

- 11.6.1. 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. Unit members, so 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. 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. 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. The District may require verification of Jury Duty time prior to, or subsequent to, providing Jury Duty compensation.

11.7. Extended Leaves for Non Industrial Accident or Illness

11.7.1. 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 classification 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. 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 classification held immediately prior to the start of extended leave shall be dismissed.

11.7.3. 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. Military Leave

- 11.8.1. 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. Employees expecting to receive such orders shall attempt to request service dates that will cause a minimum disruption to District operations.
- 11.8.3. 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. Bereavement Leave

- 11.9.1. The purpose of Bereavement Leave utilization shall be for absence due to the death of a member of the unit member's immediate family or for the death of a relative. Immediate family shall mean: mother, father, grandfather, grandmother, or grandchild of the unit member or spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member, or any relative living in the immediate household of the unit member, including a domestic partner.
- 11.9.2. 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. Upon return to active service, the unit member shall promptly complete the appropriate absence form and submit to her/his immediate supervisor.
 - 11.9.4.1. A unit member shall provide, upon District request, additional verification of the use of this leave provision.

11.10. Industrial Accident And Illness Leave

- 11.10.1. Each unit member shall be eligible for Industrial Accident or Illness Leave as provided for herein.
- 11.10.2. 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. 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. Allowable leave shall not be accumulated from year to year.
 - 11.10.5. Industrial Accident or Illness Leave shall commence on the first day of absence.
 - 11.10.6. 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. 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. 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. 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. 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. Leave of Absence Without Pay**
- 11.11.1. 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. 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. 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. 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. Notwithstanding any other provision of Section 11.1., 11.2., 11.4., and 11.6. 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.

Article XII — Transfer

12.1. **Definition** — A transfer is defined as a change of job site or assignment but within the same position classification.

12.2. **Criteria for Transfer** — Following criteria shall be used in consideration of transfer requests:

12.2.1. the length of the service rendered to the District by the unit member;

12.2.2. the qualifications including the experience and recent training of the staff member, compared to those of other candidates, for both the position to be filled and the position to be vacated;

12.2.3. the preference of the unit member, in cases of employee initiated transfer;

12.2.4. the preference of the District;

12.2.5. affirmative action goals of the District.

12.3. **Employee Initiated Transfer Requests** — Each unit member covered by this Agreement shall have the right to request a transfer to any job location within the same position classification, subject to the following conditions:

12.3.1. The unit member may review the current list of vacancies in his/her classification, and be given the opportunity to apply for a transfer to said vacant position(s). The unit member shall submit a request for transfer on the appropriate District form.

12.3.2. For purposes of notification the unit member's request for transfer shall bear the signature of that unit member's present immediate supervisor.

12.3.3. The filing of a request for transfer is without prejudice to the unit member and shall not jeopardize the present assignment. A request

for transfer may be withdrawn by the unit member in writing at any time prior to official notification of transfer approval.

- 12.3.4. Senior unit members with the last two (2) consecutive satisfactory performance evaluations shall be given priority consideration regarding filling vacant positions, within their classification.
- 12.3.5. Voluntary transfer requests shall not be processed in situations that might impede the recall of laid-off United Support Personnel.
- 12.3.6. Voluntary transfer requests shall not be unreasonably denied.

12.4. **Employer Initiated Transfers**

- 12.4.1. In cases where a unit member must be transferred involuntarily, due to an insufficient allocation of hours, when all transfer criteria are judged equal by the District, and when there is no suitable volunteer, the least senior unit member within a given classification at a particular job site shall normally be involuntarily transferred.
- 12.4.2. Upon written request a unit member will be given in writing the reason for his/her involuntary transfer.
- 12.4.3. If administratively feasible, the District will attempt to give a unit member no less than a five (5) day advance notice of involuntary transfer.
- 12.4.4. The Union recognizes the authority of the Superintendent to transfer employees under his/her direction. Efforts will be made not to transfer unit members involuntarily more than once in any two (2) year period.

Article XIII — Pay and Allowances and Fringe Benefits

13.1. **1998-99 Salary**

- 13.1.1. From the March 11, 1998 Agreement: The 1996-7 salary schedule shall be increased by 3%, retroactive to July 1, 1997. Effective the last month of the fiscal year (June 1998), the salary schedule for 1997-98 that has been in effect since July 1, 1997, shall be replaced by a salary schedule that is 8% higher than the 1996-97 salary schedule.
- 13.1.2. Negotiations for possible dependent health insurance coverage contributions by the District shall occur, as described herein. Said negotiations, however, shall not occur unless the District receives in 1998-99 more of a net increase in the Base Revenue Limit/Average Daily Attendance (BRL/ADA) than was projected as of March 11, 1998, as the COLA for 1998-99, based upon the Governor's budget proposal of January 10, 1998.

- 13.1.3. If more discretionary and unrestricted State income is received, the 50% total of the excess above the Projected COLA referred to in Section 3.2 of the March 11, 1998 Teacher bargaining unit tentative agreement may also be utilized for the negotiations described in Section 13.1.2. above.
- 13.1.4. The District and the Union shall promptly active the provision of Section 13.12.6.4. (Fringe Benefit Committee) for the purposes of possibly modifying the District's fringe benefit program for 1998-99 and beyond.
- 13.2. **1999-2000 Salary**
 - 13.2.1. The 1998-99 salary schedule shall remain in full force and effect for the 1999-2000. If any other certificated bargaining unit or either of the District's miscellaneous classified employee bargaining units receives a salary increase for 1999-2000, the District and USEF shall promptly reopen salary negotiations for 1999-2000, for the purpose of granting a comparable salary increase.
- 13.3. **2000-2001 Salary**
 - 13.3.1. The District and the Union shall reopen negotiations for 2000-01 wages for both UESF bargaining units, pursuant to the letter of transmittal executed by the parties on December 15, 1999. (See Appendix G.) Said negotiations shall focus on:
 - 13.3.1. Fifty Percent (50%) of any additional funds for 1999-2000 that are identified as a result of current State and District audits that are underway.
 - 13.3.2. Fifty percent (50%) of any shortfall in 1999-2000 revenues that the District has included in its adopted and revised budgets for the current school year.
 - 13.3.3. Increases or decreases in the District's unrestricted and continuing income levels for 2000-01, in comparison to said levels for 1999-2000.
 - 13.3.4. The Union and District shall examine the possibility of adding one (1) additional day of service for staff development buy-back activities pursuant to SB 1193 with a corresponding increase in the salary schedule.
 - 13.3.5. Effective July 1, 2000, the salary schedule shall be increased for 2000-01 by 5%; effective on January 3, 2001, the 2000-01 salary schedule shall be increased by an additional 4%; effective on June 6, 2001, the salary schedule shall be increased by and additional 1%.

- 13.4. **Longevity Pay** — Effective July 1, 1995, all United Support Personnel with ten (10) or more years of District service shall receive an additional longevity payment of \$0.30 per hour.
- 13.5. **Initial Salary Placement**
- 13.5.1. 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 Manager, Classified Personnel. 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.
- 13.6. 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.
- 13.7. **Advancement On The Salary Schedule**
- 13.7.1. 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.
- 13.7.1.1. 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.
- 13.7.1.2. 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.
- 13.7.1.3. 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).

- 13.8. United Support Personnel promoted to a classification 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.
- 13.9. 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.
- 13.10. 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 classification and at the pay rate of the higher class.
- 13.11. 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 1, 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.
- 13.12. The fringe benefit program shall include:
 - 13.12.1. Effective July 1, 2000, the District shall make the following monthly (twelfthly) contributions for eligible unit members who have dependents enrolled for medical insurance coverage: up to \$175/month for employee plus one dependent; up to \$225/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.
 - 13.12.2. Effective July 1, 2000, it is the intention of the District and the Union to offer medical insurance coverage through CalPERS. The parties shall develop the appropriate provisions to implement this intended modification.
 - 13.12.3. The parties shall meet and negotiate the application of these fringe benefit modifications to retirees.
 - 13.12.4. **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.
 - 13.12.4.1. 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.

13.12.5. **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.

13.12.6. **Other Provisions**

13.12.6.1. 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.

13.12.6.2. 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.

13.12.6.3. 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.

13.12.6.4. The District and the Union agree to establish a Fringe benefit Committee of three (3) representatives each for the purpose of reviewing all fringe benefits, including but not limited to dependent coverage, two-tier retiree benefits and other related items of mutual interest. The Committee shall issue its final report by March 1, 2001. The Union and the District agree to meet and discuss possible implementation of the Committee's recommendations and/or bargain these issues for 2001/02 or beyond

13.13. **Fringe benefits of part-time United Support Personnel**

13.13.1. A probationary and 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 13.11.

13.13.2. 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.

- 13.13.3. **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 week shall be entitled to one of the following medical insurance options as determined by the district:
 - 13.13.3.1. 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
 - 13.13.3.2. 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.
- 13.14. **Retirement** — The District shall participate and make required employer contributions to the Public Agency Retirement System (PARS) for United Support Personnel as provided for herein.
 - 13.14.1. A unit member who retires under PARS shall be credited with any unused accumulated sick leave for service credit in calculating his/her retirement benefit.
- 13.15. **Unit Members Working Less Than Four Hours** — Effective December 2, 1992, part-time, seasonal, temporarily District employees represented by the Union, and who will not continue to be members of the City Retirement System, shall be severed from Social Security coverage and placed in the PARS Phase II Alternative Retirement Plan. Said Alternative Retirement Plan shall be subject to the following conditions:
 - 13.15.1. Of the 7.5% payroll contribution required, the employee shall contribute 3.75%, pursuant to Internal Revenue Code §414(h)2 (employer pickup provision), and the District shall contribute 3.75%.
 - 13.15.1.1. Individuals represented by the Union and who are currently participating in Medicare coverage shall continue said current participation.
 - 13.15.1.2. In order to avoid administrative fees and/or short term deficits in the Alternative Retirement Plan, option 1 B of the PARS memo dated June 16, 1992, shall be utilized as follows: "Delay plan distribution until the end of the plan year following the employee's termination. This would allow adequate time for interest buildup, and is the method chosen by the Los Angeles Unified School District. An additional advantage inherent in this

method is administrative simplicity, since benefits would be frozen, (earning interest) until Distribution or Rehire. In the case of Rehire, no distribution would have taken place and contributions would simply be added to the Participant's existing account balance, since he/she had not terminated participation in the Plan. This method also precludes problems of excessive turnover."

- 13.15.2. The effective date of said PARS Alternative Retirement Plan shall be December 2, 1992, and shall be in lieu of Social Security for part-time, seasonal, and temporary employees.
- 13.15.3. The District shall be relieved by PARS of any fiduciary responsibility for the Alternative Retirement Plan contemplated herein.
- 13.15.4. If authorized by, and subject to pertinent Federal regulations and procedures, individuals represented by the Union and who are currently participating in Social Security as District employees, working less than four (4) hours per day, shall be given a onetime irrevocable option to continue said individual Social Security membership in lieu of the Alternative Retirement Plan. Said option shall be made available on or about June 1, 1993, with an effective date of December 1, 1992, to return to Social Security. A unit member electing to continue Social Security coverage shall be entitled to only the 6.2% District contribution made on his/her behalf prior to the implementation of the PARS plan; the unit member shall also continue to pay a matching 6.2% contribution for Social Security. Said employee shall not be entitled to participate in any other retirement plan to which the District contributes.
- 13.15.5. All PARS Alternative retirement Plan provisions, (benefits, vesting, etc.) for part-time, seasonal, and temporary employees shall be as required under the minimums for defined contribution plans in §3121(b)7(F) of the Internal Revenue Code.
- 13.16. **Unit Members Working More Than Four Hours** — Unit members eligible for Public Employees Retirement System (PERS) retirement coverage, and who were severed from the Civil Service System as of July 1992, and who will not continue to be members of the City Retirement System, shall become members of the PARS Assumed Benefit Retirement Plan, subject to the following conditions:
 - 13.16.1. The effective date of said Assumed Benefit Retirement Plan shall be December 2, 1992, and shall be in lieu of Social Security and PERS retirement benefits.
 - 13.16.2. The total District contribution for said PARS plan shall be 5.75% of payroll for the affected employees, and the employee shall make a

5.75% contribution, pursuant to Internal Revenue §414(h). The total of these two (2) combined contributions shall equal 11.5% of eligible payroll.

- 13.16.2.1. Withdrawal from the Social Security system and the cessation of contributions to said system shall be simultaneous with the effective date of the plan, as described in Section 13.14.4. above.
- 13.16.3. The District shall be relieved by PARS of any fiduciary responsibility for the Assumed Benefit Retirement Plan contemplated herein.
- 13.16.4. Individuals represented by the Union and who are currently participating in Medicare coverage shall continue said current participation.
- 13.16.5. Both the District and the Union reserve the right to submit a bargaining proposal on or after 7/1/93 to replace the PARS Assumed Benefit Retirement Plan with some other retirement program.
- 13.16.6. If authorized by, and subject to pertinent Federal regulations and procedures, individuals represented by the Union and who are currently participating in Social Security as District employees, working more than four (4) hours per day, shall be given a onetime irrevocable option to continue said individual Social Security membership in lieu of the Assumed Benefit Retirement Plan. Said option shall be made available on or about June 1, 1993, with an effective date of December 2, 1992, to return to Social Security. A unit member electing to continue Social Security coverage shall be entitled to only the 6.2% District contribution made on his/her behalf prior to the implementation of the PARS plan; the unit member shall also continue to pay a matching 6.2% contribution for Social Security coverage. Said employee shall not be entitled to participate in any other retirement plan to which the District contributes.
- 13.16.7. Employee contributions made by salary reduction under Internal Revenue Code §414(h)2 to the PARS Assumed Benefit Retirement Plan are immediately vested. District contributions are vested after the completion of five (5) complete plan years of participation.
- 13.16.8. Rollovers to the PARS Assumed Benefit Retirement Plan from the PARS alternative plan for part-time, seasonal, and temporary employees shall be permitted.
- 13.17. In consideration of the provisions of Sections 13.14 and 13.15. above, the Union agrees that it will not pursue any grievance claims against the District regarding the effective dates of the PARS plans (in lieu of PERS coverage) described herein.

- 13.18. **State Disability Insurance** — Workers are required to participate in the State Disability Insurance Plan in accordance with elective coverage of the California Unemployment Insurance Code.
- 13.18.1. Workers 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.
 - Workers are required to contribute to the State Disability Insurance plan as specified by law.
- 13.19. 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.
- 13.20. 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.
- 13.21. **Child Development Program**
- 13.21.1. Effective July 1, 1996, the job description for paraprofessionals assigned to the Child Development Program 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 C 10 shall be increased by \$.15 per hour.
- 13.21.2 Effective June 30, 1998, all paraprofessionals assigned to the Child Development Program shall have completed the six (6) semester units of college training in Early Childhood Education, as prescribed by the California Department of Social Services, Community Care Licensing.
- 13.21.2.1. 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 7/1/95 for courses completed after said date.

- 13.21.2.2. 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) 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.
- 13.21.3. On or after July 1, 1998, all newly employed unit members shall be required to have the college training described above as a condition of employment.
- 13.21.4. Current bargaining unit members who have not completed the college training described above shall receive District assistance, including inservice training, in placement in paraprofessional classification vacancies outside the Child Development Program and for which they are qualified. Such qualifications may include successful completion of the applicable proficiency test.
 - 13.21.4.1. Current bargaining unit members who may be laid off as of 7/1/98 because of failure to hold the required college training and who subsequently meet said educational requirement shall be recalled, in seniority order, to paraprofessional classification vacancies within the Child Development program.

13.22. Effects of Voluntary Reductions in Assigned Time in Lieu of Layoff Between July 1, 1996 and June 30, 1998

- 13.22.1. Eligibility for the special provision contained in this section shall be limited to a unit member who meets all of the following criteria:
 - 13.22.1.1. Who has a District seniority date of 10/1/83 or earlier, and
 - 13.22.1.2. Who is eligible to retire under the PARS program prior to July 1, 1998, and
 - 13.22.1.3. Who actually retires from District service prior to July 1, 1998, and
 - 13.22.1.4. Who is given, prior to July 1, 1998, written notice by the District that he/she will be laid off and who does not have enough seniority to bump into a classification with an assignment of 4 hours or more per day, and
 - 13.22.1.5. Who voluntarily accepts a reduction in assigned time into a classification in which he/she holds seniority.

- 13.22.2. For said unit member, the District shall continue to make a PARS retirement contribution based upon the daily hours of assigned time that the unit member worked prior to voluntary reduction in hours, provided said unit member voluntarily elects to continue to make the same PARS retirement contribution from his/her salary as if there had been no voluntary reduction in hours as provided for in Section 5.1.5., above.
- 13.22.3. The duration of the special contribution arrangement described above shall continue only until the date of unit member retirement, but in no event later than June 30, 1998. Furthermore, the total amount of additional District contribution through said date shall not exceed \$100,000.00.

Article XIV — Employee Salary Data

- 14.1. Upon initial employment or upon a change in classification and thereafter annually, no later than December 1, United Support Personnel shall receive a regular work assignment notice. The notice shall include classification, work location, assigned hours, salary per pay period, and hourly rate. As soon as practical thereafter benefit entitlement information will be provided.
- 14.2. All new United Support Personnel will receive a copy of the collective bargaining agreement upon initial employment or as soon thereafter as copies are available.
- 14.3. Each unit member shall be provided information regarding fringe benefits at the time of initial employment, and thereafter as substantive benefit changes occur.

Article XV — 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. 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 1 of each school year.
 - 15.1.1.1. The site administrator shall develop or modify the plan after collaborative input from the UBC, classified employees, the site council and/or the parent-teacher organization at the site. The plan shall be submitted to the Superintendent or his/her designee for approval.

- 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 teachers regarding contagious diseases the District shall promptly provide such information.
 - 15.1.1.5. Teachers 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 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.
 - 15.1.1.7. All unit members, in the course of performing their duties, shall be alert to unsafe practices or conditions and report any such unsafe practices, equipment, or conditions to their immediate supervisor.
- 15.2. Bodily harm, reimbursement
- 15.2.1. Pursuant to Section 44014 of the Education Code unit members shall promptly report cases of attack assault or menace suffered by them in connection with their employment to their principal or immediate supervisor and to the appropriate law enforcement authorities. The principal or immediate supervisor who has knowledge of such incident shall promptly report the same to the appropriate law enforcement authorities; the written report of the incident shall also be filed with the Superintendent/designee. While said report is not grievable, a copy shall be provided to the unit member who may attach his/her own statement thereto.

- 15.2.1.1. The District shall inform the unit member of his/her rights under the law and shall provide such information in writing.
- 15.2.2. The District shall provide a copy of each report of attack, assault or menace to the Union.
- 15.2.3. The District shall give direct legal and other related assistance in accordance with applicable law for any assault upon the unit member while acting in the discharge of his/her duties.
- 15.2.4. When absence arises out of or from such assault or injury, the unit member shall not forfeit any sick leave.
 - 15.2.4.1. An assaulted employee who presses charges against his/her assailant shall have those days of required court appearance, resulting from subpoena, designated as days with full pay. Such absences shall not be charged against accumulated sick leave or personal leave.
- 15.2.5. The District shall reimburse a unit member for damage or theft of personal property when said damage or theft results from attack, assault or menace, robbery or vandalism when said damage or theft occurs in the line of duty, including pupil supervision, without fault of the unit member. Damage or theft of property in the line of duty does not include damage to or theft of automobiles used solely for commute purposes.
- 15.3. Labor/Management Health and Safety Committee (LMHSC)
 - 15.3.1. The District and UESF shall establish a labor/management safety committee 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. Other city agencies 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.
 - 15.3.2. The 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.
 - 15.3.3. The Safety-Committee may establish sub-committees to deal with special safety, environmental, and health issues.
 - 15.3.3.1. 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.

- 15.4. School sites are non-smoking environments.
- 15.5. At each school site, there shall be at least one (1) lunchroom and/or faculty room and restrooms for the school staff.
- 15.6. Harmful Chemicals -- Removal and cleanup of hazardous materials shall be handled in accordance with safe environmental conditions and persons specially trained in such procedures when appropriate or upon the validated request of the employee.

Article XVI — Job Posting

16.1. Posting of Notice

- 16.1.1. Notice of all job vacancies at an individual site shall first be posted at that site so that unit members assigned to that site may have the opportunity to transfer.
 - 16.1.2. Notice of all job vacancies, not filled as a result of site transfer, available to candidates from within the District shall be posted on bulletin boards in or around the Classified Personnel Office. In addition, the District shall attempt to make vacancy information available through a Hotline Access system.
 - 16.1.3. The job vacancy notice shall remain posted for a minimum period of five (5) work days, during which time United Support Personnel may file for the vacancy.
 - 16.1.4. Each site where United Support Personnel are employed shall post copies of the Weekly Administrative Directive (WAD).
 - 16.1.5. At the beginning of the school year, information regarding Civil Service employment shall be made available at each site. Employees interested in Civil Service examinations in other areas are encouraged to submit a courtesy notification card to the Civil Service Commission.
 - 16.1.6. Classified Personnel shall send a copy of all published job vacancies for bargaining unit positions to the Union.
- 16.2. **Filing** — Any member in the bargaining unit may file for the vacancy by submitting a District application form to the Classified Personnel Office within the filing period.

Article XVII — United Support Personnel Professionalization

- 17.1. **San Francisco 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** — 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 in the 1999-2000 school year shall be to formulate recommendations related, but not limited to:

- 17.2.1. Instructional Aide certification,
 - 17.2.2. Career ladders for represented classifications from entry level to top level,
 - 17.2.3. Length of service compensation,
 - 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.
- 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 paraprofessional certification, based upon different duties and training.

Article XVIII — Grievance Procedure

- 18.1. The Union and District agree that everyone concerned will benefit when prompt and confidential resolution of grievances is encouraged. Therefore, the following procedure to accomplish this purpose is hereby established.
- 18.2. A grievance shall mean a claimed violation, misinterpretation, or inequitable application of the terms and conditions of this agreement.
- 18.3. The unit member with a grievance may first discuss the matter with the principal or supervising administrator directly or accompanied by a representative of the Union with the object of resolving the matter informally.
- 18.4. A grievance shall be presented not later than the fifteenth (15th) day after the act, occurrence, event or circumstance alleged to constitute a violation of the contract or not later than the fifteenth (15) day after which the unit member could reasonably have known of the said act, occurrence, event or circumstance; except that if the act, occurrence, event or circumstance giving rise to the grievance occurs during a unit member's non-service days the time limits shall begin when the unit member returns to service.
- 18.5. A "day" shall mean a day in which the District offices are open for business.
- 18.6. All grievances submitted shall include a concise statement of the grievance, the specific acts, conduct or condition, including dates, alleged to constitute the grievance, and the remedy sought by the grievant.
- 18.7. All grievances shall be in writing and commence at Step 1 and shall be submitted to the principal or supervising administrator for discussion, except if a grievance arises from the action of an authority higher than the principal, the grievance may be filed at the appropriate step of the grievance procedure.

18.8. Grievance Procedure Steps

18.8.1. Step 1—School Level

- 18.8.1.1. The grievance shall be submitted in writing on a designated form mutually developed by the Union and the District and the grievance may be discussed with the principal or supervising administrator by:
 - 18.8.1.1.1. a unit member accompanied by a representative of the Union;
 - 18.8.1.1.2. a unit member representing himself or herself;
 - 18.8.1.1.3. the Union, on behalf of members of the bargaining unit when an alleged violation of the contract affects more than one (1) member and has a recognizable impact upon members at more than one (1) school, or when the alleged violation presents a question of common or general interest to many aggrieved members of the unit.
 - 18.8.1.1.4. The unavailability of this form shall not prevent or delay the processing of grievances.
- 18.8.1.2. If the unit member is not represented by the Union, U.E.S.F. shall be given a copy of the grievance and shall have the opportunity to file a statement.
- 18.8.1.3. Within ten (10) work days after receiving the grievance, the principal shall investigate the grievance, including granting the grievant and/or the Union an opportunity to be heard, and shall render a decision in writing, together with the supporting reasons, and shall forward the decision to the grievant, Human Resources Department, and the Union.
- 18.8.1.4. No unit member at any stage of the grievance procedure shall be requested or required to meet with any administrator concerning any aspect of a grievance other than as outlined in this procedure.

18.8.2. Step 2 — District Level

- 18.8.2.1. Within fifteen (15) work days after receiving the decision from Step 1, the grievant may, on his/her own or through the Union, or the Union may on its own behalf, appeal the decision of Step 1 to the Superintendent or the Superintendent's designee.
- 18.8.2.2. An appeal to Step 2 shall be in writing and shall be accompanied by a copy of the decision at Step 1.
- 18.8.2.3. Within fifteen (15) work days after delivery of the appeal, the Superintendent or designee shall investigate the grievance, including granting the grievant and/or the Union an opportunity to be heard, and shall render a decision in writing, together with the supporting reasons, to the grievant, the Human Resources Department, the Union, and the principal involved.

- 18.8.2.4. Within five (5) work days after delivery of the decision from Step 2, the grievant(s) may appeal, in writing, for reconsideration of the decision to the Superintendent. The Superintendent or designee may provide the grievant and/or the Union additional opportunity to be heard. The Superintendent or designee shall, within ten (10) work days, uphold, reverse, or make further findings of the decision rendered at Step 2. Said appeals shall normally be limited to situations in which new information comes to light after 18.8.2.3. has been completed.
- 18.8.3. **Step 3 — Arbitration**
 - 18.8.3.1. Within fifteen (15) days after receiving the decision of the Superintendent or designee, the Union has the exclusive right to appeal the decision to arbitration. Within the fifteen (15) days the Union shall notify Classified Personnel Office that it intends to request arbitration. The Union shall have five (5) days after notifying the Classified Personnel Office to request arbitration. If the Union exercises its right to arbitration, the Union shall inform the District by certified mail or by hand delivery to the person authorized by the District to receive such notices. The arbitrator shall issue a decision not later than thirty (30) calendar days after the closing of the hearing. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issue(s) submitted. The decision of the arbitrator shall be final and binding on the parties.
 - 18.8.3.2. If the Union and the District agree, the American Arbitration Association's (AAA) rules for expedited arbitration shall be used.
 - 18.8.3.3. The arbitrator's fee shall be equally shared by the Union and the District. If an arbitrator is selected and the arbitration is postponed, the party requesting the postponement shall pay the fee.
- 18.9. **General Provisions** — The Union and District agree to meet for the purpose of mutually selecting a panel of arbitrators. Until the panel of arbitrators is established, AAA's rules regarding arbitrator selection will apply.
 - 18.9.1. Since it is important that grievances be processed as rapidly as possible, the number of days stated above at each step shall be regarded as a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement of the parties.
 - 18.9.2. The initial grievance may be amended by the grievant at any time prior to the hearing at Step 1 to set forth new matters arising from the alleged violation. The grievance may not be amended thereafter.

- 18.9.3. Failure at any step of this procedure to communicate the decision of the grievance within the specified time limits shall permit filing an appeal at the next step of this procedure.
- 18.9.4. If a grievance hearing, at any step, is held on school time, the grievant(s) and the Union representatives shall be released with pay.
- 18.9.5. No grievance material shall be placed in the personnel file of unit members exercising their rights under the grievance procedure. Neither shall such material be utilized in the evaluation reports, the promotional process, or in any recommendation for job placement. Materials as used herein shall mean materials developed to process a grievance such as forms for initial filing and appeals, level responses, subpoenas and awards, etc.
- 18.9.6. When two (2) or more grievances involving the same alleged violation, or which present common questions of fact and law, have been submitted, the Union and District may agree that said grievances be consolidated and that they be heard at Level 2.
- 18.9.7. A grievance may not be submitted to arbitration unless the procedures in this article have been complied with and all steps followed.
- 18.9.8. Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Union and shall be given appropriate distribution by the Union so as to facilitate operation of the grievance procedure. The cost of preparing such forms shall be paid for by the District.
- 18.9.9. Nothing contained herein shall be construed as limiting the right of any unit member having an alleged grievance to discuss the matter informally with an appropriate member of the administration, to process his/her own grievance, and to have the grievance resolved without intervention by the Union, provided the resolution is reached prior to arbitration and that the resolution is not inconsistent with the terms and conditions of the Agreement. The District shall not agree to a resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- 18.9.10. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year could result in harm to the aggrieved person, the time limits set forth herein shall be reduced so that the procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

Article XIX — Discipline and Dismissal

19.1. Discipline and Dismissal of Permanent Unit Members

- 19.1.1. Discipline and dismissal of permanent unit members shall take place in accordance with the appropriate provisions of the Education Code.
- 19.1.2. Unit members may be disciplined for the following causes:
 - 19.1.2.1. Willful or negligent violation of District policies, rules and regulations or the rules and regulations of a federal, state or local government agency which are applicable to public schools.
 - 19.1.2.2. Failure to perform adequately the duties of the position held and/or failure to maintain licenses or certificates required by law, District requirements, or job description.
 - 19.1.2.3. Immoral or unprofessional conduct
 - 19.1.2.4. Dishonesty.
 - 19.1.2.5. Conviction of a felony or of any crime involving moral turpitude.
 - 19.1.2.6. Alcoholism or other drug abuse.
 - 19.1.2.7. Evident unfitness for service with children.
 - 19.1.2.8. Physical or mental incapacity to perform adequately on the job.

19.2. Guidelines for Disciplinary Action

- 19.2.1. The following guidelines shall be recognized in the discipline and/or dismissal of unit members:
 - 19.2.1.1. The unit member shall be adequately informed of the consequences of his/her conduct.
 - 19.2.1.2. The District's rules, regulations and policies shall be reasonable and related to the efficient operation of the District.
 - 19.2.1.3. A fair and objective investigation should reveal the necessity for disciplinary action.
 - 19.2.1.4. Rules, orders and penalties should be applied fairly and equitably.
 - 19.2.1.5. Disciplinary action should be appropriate and reasonably related to the nature of the offense.

19.3. Progressive Discipline

- 19.3.1. Progressive discipline shall be utilized except for conduct which is of such a nature that progressive discipline normally would not result in corrective conduct or the conduct is so egregious that immediate action is warranted.
 - 19.3.1.1. Initially the principal or immediate supervisor shall discuss the unit member's acts or omissions prior to issuing a verbal reprimand.

- 19.3.1.2. If a verbal reprimand does not result in corrective conduct, a written reprimand may be issued.
- 19.3.1.3. The elements of progressive discipline shall be administered in a timely manner.
- 19.3.2. If suspension without pay is recommended as a disciplinary action, it shall be preceded by at least two (2) related written reprimands issued within a reasonable period of time of each other and recommended within a reasonable period of time after the second written reprimand was issued. Exceptions may occur where conduct is of such a nature that written reprimands normally would not result in corrective conduct or where there has been no improvement after the first written reprimand was issued.
- 19.3.3. Normally, any initial suspension of a unit member pending a disciplinary hearing shall be with pay.
 - 19.3.3.1. **Emergency Suspension** — The Union and the District recognize that emergency situations can occur involving the health and welfare of students, employees, or the public.
 - 19.3.3.1.1. If the unit member's presence would lead to a clear and present danger to the lives, safety, or health of students, employees, or the public, the District may suspend the unit member without pay immediately after informing the unit member of the reason for the suspension.
 - 19.3.3.1.2. Within three (3) work days, the District shall hold an informal hearing as described in Section 19.4.1. and serve on the employee a written notice of discipline and notice of right to a formal hearing in accordance with this Article.
 - 19.3.3.1.3. If, as a result of either the informal or formal hearing, the suspension is found unwarranted or of undue length, the unit member shall be reimbursed the appropriate back pay.
- 19.3.4. A unit member may be represented, upon request, at any disciplinary meeting or hearing.

19.4. **Disciplinary Procedure**

- 19.4.1. **Informal Hearing** — By mutual agreement, an employee against whom disciplinary action is being recommended may meet with the Superintendent or his/her designee prior to written notification of official charges. The employee shall be informed orally of the reasons for disciplinary action and the action to be taken and be given an opportunity to respond. The employee may be represented at the hearing by a representative of his/her choice.
 - 19.4.1.1. If no agreement is reached at the informal hearing, the District will give written notification of official charges and notice of a right to a formal hearing.

- 19.4.2. **Written Notice** — When the District seeks the imposition of any disciplinary punishment, notice of such discipline shall be made in writing and served in person or by registered or certified mail to the employee at the last known address. A copy of the notice shall be mailed to the Union at the same time unless the employee requests otherwise.
- 19.4.3. **Statement of Charges** — A statement of the specific charges against the employee shall be written in ordinary and concise language, shall include the cause and the specific acts and omissions, including times, dates, and location, on which the disciplinary action is based and shall state the penalty proposed.
 - 19.4.3.1. No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent, not for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause, unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.
 - 19.4.3.2. The employee may, upon request, have copies of materials upon which the charges are based.
- 19.4.4. **Right to a Hearing** — The unit member may request a hearing in writing either by mail or personal delivery within five (5) work days after service of the statement of charges. A card or letter shall be provided to the employee, the signing of which shall constitute a demand for a hearing and a denial of all charges. In the absence of a request for a hearing within the five (5) work days, the disciplinary action shall be effective without a hearing on the date set forth in the written notice.
 - 19.4.4.1. If, after requesting a hearing, the employee fails to appear for the hearing, the disciplinary action shall be effective without a hearing on the date set forth in the written notice.
- 19.4.5. **Hearing** — A hearing shall be held before the Superintendent or his/her designee.
 - 19.4.5.1. The hearing shall be held within a reasonable period of time after the filing of a request for a hearing.
 - 19.4.5.2. The employee may be represented at the hearing by a representative of his/her choice.
 - 19.4.5.3. The Superintendent or designee shall render a written decision within ten (10) work days.
 - 19.4.5.4. The decision of the Superintendent or designee shall be submitted to the governing board for action unless the matter is moved to

arbitration. The request for arbitration shall be made within fifteen (15) days after receiving the decision of the Superintendent or designee.

19.4.6. Arbitration

- 19.4.6.1. The Union has the exclusive right to appeal the Superintendent/designee's decision to arbitration.
- 19.4.6.2. The Union and the District agree to meet for the purpose of mutually selecting a panel of arbitrators. Until the panel is established, AAA's rules regarding arbitrator selection will apply.
- 19.4.6.3. Technical rules of evidence shall not apply at the arbitration.
- 19.4.6.4. The cost of the arbitration and the reporter, if any, shall be borne equally by the District and the Union.
- 19.4.6.5. The arbitrator shall submit a written decision, including the findings of fact and determination of the issues, within thirty (30) calendar days. A copy shall be sent to the employee, the Union and to the Superintendent.
- 19.4.6.6. The decision of the arbitrator shall be advisory. The Superintendent shall submit the arbitrator's decision to the Board of Education. The decision of the Board of Education shall be final.

- 19.5. **Release of Probationary Classified Employees** — Probationary employees are excluded from the provisions of the disciplinary article. At any time prior to the expiration of the probationary period, the District may, at its discretion, release a probationary employee.

Article XX — Due Process for Handling Complaints

- 20.1. The District and the Union agree that the following procedures shall be used for processing complaints against members of the bargaining unit by a citizen.
- 20.2. This article is not to be considered as a substitute for the evaluation procedure.
- 20.3. A charge is a complaint by a citizen against a member of the bargaining unit that:
 - 20.3.1. could result in disciplinary action, or in any other way affect the status of the unit member; and,
 - 20.3.2. has not been resolved at the school level, if the complaint had initially been made at that level.
- 20.4. Charges against a unit member will not be heard publicly by the Board of Education or the Superintendent and his/her staff unless the unit member requests that the charges be heard publicly.

- 20.5. All charges against a unit member shall be filed in writing with the Employer.
- 20.6. The unit member so charged shall immediately be furnished a copy of the charges.
- 20.7. If, after investigation, the Superintendent decides further action is necessary, a conference committee shall be established consisting of the Superintendent or designee, the unit member and/or designee, and the citizen and/or designee. The conference committee may terminate the charges by unanimous agreement.
- 20.8. The meetings of the conference committee are to be privately conducted. Any public announcement of the results of the conference committee meetings will be made only upon the request of the unit member.
 - 20.8.1. If the conference committee is unable to resolve the issue, a report of its activities shall be submitted to the Board of Education for consideration in closed session.
- 20.9. The Board of Education may decide, upon consideration of the report of the conference committee, to either terminate the charges against the unit member or hold a closed session personnel hearing with the Board of Education acting as a committee of the whole. The unit member and/or representative has a right to be at this hearing.
- 20.10. Any public announcement of the results of the closed session hearing will be made only upon the request of the unit member.

Article XXI — Effects of Layoffs

21.1. Procedures for Layoff

- 21.1.1. **Civil Service Employees** — The layoff of Civil Service unit members shall be in accordance with Civil Service rules and regulations.
- 21.1.2. **All Other Bargaining Unit Employees** — The layoff, including a reduction in assigned hours, of unit members who are not members of the Civil Service shall be in accordance with the California Education Code.
- 21.2. **Meetings with the Union** — Prior to notifying unit members the District shall supply the Union with a list of unit members being laid-off, including information on program, fund, site, salary, hours, date of hire, and location. If requested by the Union, the District will consult with the Union regarding possible alternatives to layoffs.
- 21.3. **Children’s Center Sub Pool** — To minimize the adverse impact of budget reductions and to provide an available source of substitute employees in lieu of layoffs, the District shall continue the substitute pool. A sub pool of up to seventeen (17) shall be established as a separate

employment component of the District, administered by the central office. Recruitment will be on a voluntary basis, with affirmative action and seniority used if there are more candidates than sub pool vacancies. An existing employee placed in the pool shall continue to work the same number of hours he/she did prior to pool placement; all other benefits held prior to pool placement shall continue. Unit members displaced into the pool because of layoffs shall remain in said pool until a vacant children's center position having the same number of assigned hours becomes available. Upon said availability, the pool employee shall be required to accept said vacant position, or face termination.

- 21.4. **Reduction in Assigned Time** — Once an employee has been issued an annual assignment notice by the Classified Personnel Office, his/her assigned hours as contained in said notice shall not be reduced for the remainder of that school year.
- 21.5. **Waiver** — In consideration of the provisions contained herein, the District and the Union shall not be required to bargain further about the effects of layoff, nor the annual decision to reduce assigned time and the effects related thereto.
- 21.6. **Compliance** — The District and the Union reaffirm that the provisions of their collective bargaining agreement, including this Article, shall be in compliance with the terms of the Consent Decree, NAACP, *et al.* v San Francisco Unified School District Civil No. C-78-1445 WHO. The District and the Union agree that United Support Personnel staffing, as contemplated herein, at schools impacted by said Consent Decree shall be in accordance with said Decree Plan.

Article XXII — Summer/Saturday School, et al.

- 22.1. Any unit member positions available for summer school/Saturday School, *et al.*, shall be posted in or around the District's Classified Personnel Office, included the Weekly Administrative Directive (W.A.D.), and announced over the Classified Personnel Hotline. Available information regarding hours, job classification, and site, as well as date of application deadline for application, shall be included in the notice.
- 22.2. A more senior unit member who is in service shall be given priority preference in hiring for a United Support Personnel position if he/she meets the posted classification requirements of such a job and providing that the additional assignment will not create a regular work week in excess of forty (40) hours.

Article XXIII — General Conditions

- 23.1. The District shall conduct on-site inservice training for all newly-hired United Support Personnel as soon as practical after the work assignment. If

necessary funds and personnel are available and designated, additional inservice training shall be provided to all new unit members.

- 23.2. No member of the bargaining unit shall be requested to serve in the place of an absent teacher except in an emergency.
- 23.3. Employees shall not be released from work but shall be assigned 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 otherwise have 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.
- 23.4. No unit member shall be required to perform personal errands or tasks for other members of the staff.

Article XXIV — Restructuring

- 24.0. Successful implementation of the May 1, 1997, Tentative Agreement to Reduce the Need for Reconstitution requires adoption of a standards-based school accountability system. The proposed accountability system is predicated upon the following structures: 1) set of district-wide standards that define school quality; 2) a mechanism for measuring the performance of a school according to the district-wide standards; 3) identification of schools that have deficiencies in meeting the standards; 4) support to build school-wide structures to develop plans to address the identified deficiencies; and 5) monitoring of the progress of the school community. This effort will require modification of Article 21, Restructuring, consistent with the guidelines and requirement of the District and State and Federal Governments.
 - 24.0.1. The District and Union shall continue work to develop said accountability system using current structures, including the Labor Management Community Committee.
 - 24.0.2. The District and Union intend to create an accountability system that includes requirements of the accountability systems imposed or required by the Consent Decree, State of California, and the Federal Government.
- 24.1. Restructuring is not accomplished quickly or easily. Continued success is dependent on the support and participation of those involved in the process at the school site and on the District level. Resources and staff released time, including that provided by law, are necessary components of restructuring and shall be mutually determined by the Union and the District.
 - 24.1.1. The District and Union agree that by working together they can continue to have a powerful and positive effect on the improvement of the educational program for all San Francisco Unified School District

students. Restructuring is a process for moving toward this end through shared decision-making among those directly responsible for student performance.

- 24.1.2. Shared decision-making is a process whereby teachers, United Support Personnel, administrators, classified staff, parents, students, and others, as determined by the site, can collaborate in identifying areas in need of improvement and in developing solutions that will enhance the learning opportunities for all students.
- 24.1.3. The parties recognize that the most important interactions that affect student performance are those between instructional staff and students. Instructional staff must be able to share in decisions at the school site if they are to share the responsibility and accountability for the success of the school.

24.2. See Appendix E the Restructuring Article from teachers' contract.

Article XXV — Classification of Employees

A District-wide committee consisting of four (4) members shall be established to periodically review positions in the bargaining unit in regard to the kind and level of service administratively assigned. The committee will recommend the establishment of and/or make recommendations regarding appropriate classifications, to recommend the reclassification of existing classifications, and to make recommendations regarding the assignment of a classification to a position within the District's bargaining unit classification structure. Further, the committee will make recommendations regarding titles, job specifications and ranges for newly created positions, as well as review any requests for added responsibilities or removal of responsibilities to existing job specifications. A representative of the Classified Personnel Office shall serve as clerical support to the committee.

- 25.1. **Reclassification** — A request for reclassification of a current position may be submitted by the employee to the District's Classified Personnel Office during the window period specified below, not more than once every eighteen (18) months. The Classified Personnel Office shall provide the forms to the employee upon request, be appointed by U.E.S.F. The first committee shall be established by lot for one to three (3) years. An employee requesting reclassification shall be notified of the meeting at which his/her reclassification is to be reviewed. The employee may attend the meeting to make a personal presentation and released time will be granted.

25.2. **Reclassification Schedule**

Period #1	
7/1 through 8/15	Application window period
8/16 through 10/31	District committee reviews and submits recommendations representing a majority of the committee to the Head of Human Resources.
11/1 through 11/20	The Head of Human Resources reviews recommendations and notifies applicants of the decision.
11/21 through 11/28	Appeal period.
1/1	Implementation of classifications
Period #2	
1/1 through 2/15	Application window period
2/16 through 4/30	District committee reviews and submits recommendations representing a majority of the committee to the Head of Human Resources.
5/1 through 5/20	The Head of Human Resources reviews recommendations and notifies applicants of the decision.
5/21 through 5/28	Appeal period.
7/1	Implementation of classifications

25.3. **Reclassification Process**

25.3.1. **Reclassification Committee**

- 25.3.1.1. A District-wide Reclassification Committee shall be established to act on employee requests for reclassification and recommend

modification, approval or disapproval of all reclassification requests. Findings and recommendations of this committee shall be forwarded to the Chief Personnel Officer for consideration and recommendation. The Reclassification Committee shall be constituted by the Chief Personnel Officer who will appoint three (3) members and three (30 members will be appointed by U.E.S.F.. The first committee shall be established by lot for one to three (3) years. An employee requesting reclassification shall be notified of the meeting at which his/her reclassification is to be reviewed. The employee may attend the meeting to make a personal presentation and released time will be granted.

25.3.1.2. If the Chief Personnel Officer disagrees with the District-wide Reclassification Committee, a response, in writing, to the committee will be submitted stating the reasons.

25.3.1.3. If modifications are made to a job specification, all members in that classification shall receive a revised job class specification, which will be provided by the Human Resources Department.

25.3.2. Appeal Process

25.3.2.1. In the event that an employee requesting reclassification disagrees with the recommendation of the District-wide Committee or the Chief Personnel Officer, the following procedure will be followed:

25.3.2.1.1. The employee will have five (5) work days following the receipt of the recommendation to appeal to the Chief Personnel Officer. A representative of the Union shall be in attendance at the time the Chief Personnel Officer meets with the employee. All written and verbal information will be available to review and discussion by a Union representative and the Chief Personnel Officer. Observations and information provided by the Union representative will be considered in the decision making process. The appellant may have the assistance of a Union representative. The employee may attend the meeting to make a personal presentation and released time will be granted, if necessary.

25.3.2.1.2. Within fifteen (15) work days of receiving the appeal, the Chief Personnel Officer will make a final determination and send a written response to the appellant. The decision of the Chief Personnel Officer shall be final.

25.4. **District Reclassification Decisions** — The reclassification decisions of the District shall not be subject to the grievance procedure of this Agreement.

Article XXVI — Savings Clause

Should any part hereof or provisions herein be rendered or declared invalid by any reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, or the Public Employee Relations Board, or other entity having legal jurisdiction, such invalidation of such part or portion of this contract shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

Article XXVII — Support of Agreement

The District and the Union agree that it is to their mutual benefit to encourage the resolution of differences through the negotiation process. Therefore, it is agreed that the District and the Union will support this Agreement.

Article XXVIII — Duration

This contract shall be effective from July 1, 1998, through June 30, 2001. For both the 1999-2000 and 2000-2001 school years the District and the Union shall meet to negotiate regarding salaries and fringe benefits. There shall be no impediment to the parties mutually agreeing to renegotiate additional items at the time of said annual reopener.

Article XXIX – Signature Clause

IN WITNESS WHEREOF, the parties have executed this agreement on December 16, 1999.

United Educators of San Francisco
AFT/CFT-AFL/CIO NEA/CTA

San Francisco
Unified School District

By:

Kent Mitchell, President

Mary Hernandez, Board President

Rudi Faltus, Vice President

Linda Davis, Superintendent

Peggy Gash, Vice President USP

Dr. Bruce Julian

Robert Fesler, Vice President Substituted

Benson Wong

Dennis Kelly, Secretary

Lily Gee Hickman, Treasurer

Tom Edminster, Sergeant-at-Arms

Richard Hemann, CFT Staff
Chief Negotiator

Kim Mukoyama

Betty Robinson Harris

Armen Sedrakian

Appendix A — Classifications

Description of United Support Personnel
Bargaining Unit Non-Permanent Civil Service

A.1. **Series A — Instructional Aide**

Classification	Service Criteria
A03	Elementary Basic Skills
A04	Secondary Basic Skills
A05	Mathematics/Secondary
A06	Science
A08	Mathematics/Science
A09	Computer
A12	Evening School
A13	Mobile Classroom Aide

A.3. **Series C — Child Development Instructional Aide**

Classification	Service Criteria
C10	Child Development Program

A.4. **Series N — Special Education Instructional Aide
(Non-Severe Impairments)**

Classification	Service Criteria
N10	All Non-Severe Impairments
N50	Sign Language
N90	Visually Impaired

A.5. **Series P — Support Services**

Classification	Service Criteria
P10	General Support
P20	Computer
P60	Special Education

A.6. **Series R — Community Relations Specialist**

Classification	Service Criteria
R10	Attendance
R40	Elementary Advisor
R50	Student Advisor
R60	Peer Resources
R70	Multiple Services
R80	Computer

A.7. **Series S — Special Education Instructional Aide
(Severe Impairments)**

Classification	Service Criteria
S10	All Impairments
S20	Signing/Interpreter
S30	Computer

A.8. **Series T — Security Aide**

Classification	Service Criteria
T10	School Patrol
T20	Campus Security

A.8. **Class Suffixes (Bilingual and other)**

Classification	Service Criteria
-C	Cantonese
-D	Cambodian
-J	Japanese
-K	Korean
-L	Laotian
-M	Mandarin
-P	Pilipino
-R	Russian
-S	Spanish
-T	Samoan
-V	Vietnamese
-X	More than one (1) language required
-Z	Driving/proof of insurability required

Appendix B — Evaluation Information

Evaluation Form

<p>San Francisco Unified School District</p> <p>United Support Personnel</p> <p>Performance Appraisal Report</p>				
<i>Paraprofessional Evaluation Form - San Francisco Unified School District</i>				
Name	Date	Probationary <input type="checkbox"/>	Permanent <input type="checkbox"/>	Other <input type="checkbox"/>
Classification		School or Department		

Duties and Responsibilities/Performance Criteria

DEFINITIONS OF RATINGS

Use the following definitions to identify employee's level of performance when rating factors.

- | | | |
|-----------------------------|-----|--|
| <i>EXCEEDS EXPECTATIONS</i> | (E) | Performs assigned duties in a manner indicating exceptional understanding of essential functions. Results achieved are often better than expected of performance rated "Meets Expectations." |
| <i>MEETS EXPECTATIONS</i> | (M) | Performs assigned duties at an acceptable level through demonstrated application of skills. |
| <i>NEEDS IMPROVEMENT</i> | (N) | Performance in one or more areas does not meet the requirement for a "Meets Expectations" rating. Improvement is required if acceptable results are to be achieved. |
| <i>UNSATISFACTORY</i> | (U) | Even under close direction, performance does not demonstrate the ability and/or willingness to produce required results. |

Ratings for Performance Factors :
 E-Exceeds Expectations M-Meets Expectations N-Needs Improvement U-Unsatisfactory

PERFORMANCE	E	M	N	U	COMMENTS
1 Quality of work - Consider the extent to which the work is accurate, neat, well organized and thorough.					
2 Work habits - Consider the employee's effectiveness in organizing and use of time.					
3 Working relations - Consider the ability to work with and through others. Ability to work effectively as part of a group.					
4 Meeting Work Commitments - Extent to which the employee completes work assignments and follows established procedures.					
5 Demonstration of Initiative - Extent to which the employee shows ingenuity in initiating job duties. Readiness to take action.					
6 Dependability and Reliability - Can be relied upon to carry out responsibilities of the position with minimal supervision.					
7 Punctuality - Consider the employee's attendance and tardiness.					
8 Safety - Complies with District safety policies and practices.					
9 Communication Skills - Ability to get verbal or written messages across in a clear, organized and appropriate manner. Ability to understand.					

OVERALL RATING:

- OUTSTANDING
 HIGHLY SATISFACTORY
 SATISFACTORY
 NEEDS IMPROVEMENT
 UNSATISFACTORY

DEVELOPMENT PLAN:

1. Employee Strengths - Discuss areas in which the employee has demonstrated significant strengths or abilities.

2. Improvement Needs - Based on overall performance, discuss areas which employee demonstrates need for improvement.

Based on Improvement Needs:

- a. Development Need: _____
- b. Development Plan/Approach: _____
- c. Results timeline: _____

EVALUATOR'S COMMENTS:

Evaluator Signature Date Site Administrator Signature Date

EMPLOYEE'S COMMENTS:

Employee Signature Date

Instructions For The Evaluator/Observer

Techniques of Appraisal

The observation and evaluation of a unit member's work performance is one of the primary responsibilities of any person who supervises or directs other United Support Personnel. The effective communication of this evaluation to the unit member is essential. When used thoughtfully and carefully, this form is intended to aid the unit member and evaluator in arriving at an understanding of the unit member's performance in a given position. This evaluation will become part of the unit member's personnel file.

1. Purpose of a performance appraisal:
 - a. To act as a tool to define work skills and to provide a measurement of the degree to which each of us performs these skills.
 - b. To act as a report to the unit member concerning performance on his/her job.
 - c. To assure the unit member of a regular and systematic review.
 - d. To provide a record of unit member's performance and growth history.
 - e. To provide a basis for coaching and guiding the unit member.
 - f. To provide an opportunity for closer and better communication between the unit member and her/his supervisor.
2. How to Appraise:
 - a. Define the standard — rate each person against the requirements of his/her position.
 - b. Be objective — avoid reference to personal likes and dislikes.
 - c. Consider one factor of ability at a time. Each factor is distinct and does not necessarily relate to similar factors.
 - d. Base appraisals on observed and proven performance — avoid impressions based on hearsay.
 - e. Base appraisals on average daily performance — avoid rating occasional incidents which highlight a particularly good or bad performance.
 - f. Written narrative explanation must accompany any areas designated as unsatisfactory, with specific recommendations for means of improvement.
3. After making the report, the evaluator shall:
 - a. Discuss the report with the unit member.
 - (1) Give the unit member an opportunity to make suggestions for the improvement of her/his work.
 - (2) Explain areas where work performance may be improved.
 - (3) Explain the comments on the performance reports.

- b. Sign the evaluation report and obtain the signature of the unit member (signature of paraprofessional does not necessarily mean concurrence with evaluation but only that this evaluation has been discussed with him/her).
- c. Retain a copy of the evaluation, give the unit member a copy, and send a copy to the Personnel Office.

Appendix C — Salary Schedules

**C.1. United Support Personnel Salary Schedule
June 1, 1998 - June 30, 2000.**

Classification	Rating					
	1	2	3	4	5	6
Series A	13.0233	13.6491	14.3198	15.0199	15.7501	
Series C	10.5360	11.0564	11.5779	12.1293	12.7253	13.3615
Series N	13.0233	13.6491	14.3198	15.0199	15.7501	
Series P	13.0233	13.6491	14.3198	15.0199	15.7501	
Series R	15.8992	16.6888	17.4396	18.3578	19.2370	
Series S	13.2233	13.8491	14.5198	15.2199	15.9501	
T10	13.0233	13.6491	14.3198	15.0199	15.7501	
T20	15.4521	16.5120	17.3018	18.1362	19.0050	

C.2. United Support Personnel Salary Schedule July 1, 2000.

UNITED EDUCATORS OF SAN FRANCISCO - UNITED SUPPORT
EMPLOYEES WITH 10 OR MORE YRS OF DISTRICT SERVICE RECEIVE\$.30/HR LONGEVITY PREMIUM

THE FOLLOWING GROUPS OF CLASSIFICATIONS HAVE THE SAME SCHEDULE NUMBER

- A01_IA - PRE-K PROGRAM
- A03_IA ELEM-BASIC SKILLS
- A04_IA SECONDARY-BASIC SKILLS
- A05_IA MATH/SECONDARY
- A06_IA - SCIENCE
- A07_IA - SENSORY MOTOR
- A08_IA - MATHEMATIC/SCIENCE
- A09_IA - COMPUTER
- A10_IA - COMPUTER/SENSORY
- A11_IA - SATURDAY SCHOOL
- A12_IA - EVENING SCHOOL

PROB/PERM/PROVISIONAL

		Rating	1	2	3	4	5
	7/1/98	935 Hourly Rate	13.0233	13.6491	14.3196	15.0199	15.7501
	With Longevity Premium	10 Hourly Rate	13.3233	13.9491	14.6196	15.3199	16.0501
5%	07/02/100	935 Hourly Rate	13.6745	14.3316	15.0356	15.7709	16.5376
	With Longevity Premium	10 Hourly Rate	13.9745	14.6316	15.3356	16.0709	16.8376
4%	01/04/101	935 Hourly Rate	14.2214	14.9048	15.6370	16.4017	17.1991
	With Longevity Premium	10 Hourly Rate	14.5214	15.2048	15.9370	16.7017	17.4991
1%	06/07/101	935 Hourly Rate	14.3637	15.0539	15.7934	16.5657	17.3711
	With Longevity Premium	10 Hourly Rate	14.6637	15.3539	16.0934	16.8657	17.6711

C10_CHILD DEVELOP. IA PROG
 PROB/PERM/PROVISIONAL

		Rating	1	2	3	4	5	6	
	7/1/98	934	Hourly Rate	10.5350	11.0564	11.5779	12.1293	12.7253	13.3615
	With Longevity Premium	30	Hourly Rate	10.8350	11.3564	11.8779	12.4293	13.0253	13.6615
5%	07/02/100	934	Hourly Rate	11.0617	11.6092	12.1568	12.7358	13.3616	14.0296
	With Longevity Premium	30	Hourly Rate	11.3618	11.9092	12.4568	13.0358	13.6616	14.3296
4%	01/04/101	934	Hourly Rate	11.5042	12.0736	12.6431	13.2452	13.8960	14.5908
	With Longevity Premium	30	Hourly Rate	11.8042	12.3736	12.9431	13.5452	14.1960	14.8908
1%	06/07/101	934	Hourly Rate	11.6193	12.1943	12.7695	13.3776	14.0350	14.7367
	With Longevity Premium	30	Hourly Rate	11.9193	12.4943	13.0695	13.6776	14.3350	15.0367

THE FOLLOWING GROUPS OF CLASSIFICATIONS HAVE THE SAME SCHEDULE NUMBER

- N10_SEIA NON-SH: ALL IMPMT
- N50_SP.ED. IA-SIGN LANGUAGE
- N90_SPED IA-VISUAL IMPAIRE
- P10_SUPP SERV-GENERAL SUPP
- P20_SUPP SERV- COMPUTER
- P60_SS-SPECIAL EDUCATION

PROB/PERM/PROVISIONAL

		Rating	1	2	3	4	5	
	7/1/98	935	Hourly Rate	13.0233	13.6491	14.3196	15.0199	15.7501
	With Longevity Premium	10	Hourly Rate	13.3233	13.9491	14.6196	15.3199	16.0501
5%	07/02/100	935	Hourly Rate	13.6745	14.3316	15.0356	15.7709	16.5376
	With Longevity Premium	10	Hourly Rate	13.9745	14.6316	15.3356	16.0709	16.8376
4%	01/04/101	935	Hourly Rate	14.2214	14.9048	15.6370	16.4017	17.1991
	With Longevity Premium	10	Hourly Rate	14.5214	15.2048	15.9370	16.7017	17.4991
1%	06/07/101	935	Hourly Rate	14.3637	15.0539	15.7934	16.5657	17.3711
	With Longevity Premium	10	Hourly Rate	14.6637	15.3539	16.0934	16.8657	17.6711

THE FOLLOWING GROUPS OF CLASSIFICATIONS HAVE THE SAME SCHEDULE NUMBER

- R10_CRS-ATTENDANCE
- R10C_CRS ATTEND: CANTONESE
- R40_CRS-ELEMENTARY ADVISOR
- R50_CRS-STUDENT ADVISOR
- R60_CRS-PEER RESOURCES
- R70_CRS-MULTIPLE SERVICES
- R80_CRS-COMPUTER
- R90_CRS-COMPUTER/SENSORY MOTOR

PROB/PERM/PROVISIONAL

		Rating	1	2	3	4	5	
	7/1/98	937	Hourly Rate	15.8992	16.6888	17.4935	18.3578	19.2370
	With Longevity Premium	90	Hourly Rate	16.1992	16.9888	17.7935	18.6578	19.5370
5%	07/02/100	937	Hourly Rate	16.6942	17.5232	18.3682	19.2757	20.1989
	With Longevity Premium	90	Hourly Rate	16.9942	17.8232	18.6682	19.5757	20.4989
4%	01/04/101	937	Hourly Rate	17.3619	18.2242	19.1029	20.0467	21.0068
	With Longevity Premium	90	Hourly Rate	17.6619	18.5242	19.4029	20.3467	21.3068
1%	06/07/101	937	Hourly Rate	17.5355	18.4064	19.2939	20.2472	21.2169
	With Longevity Premium	90	Hourly Rate	17.8355	18.7064	19.5939	20.5472	21.5169

THE FOLLOWING GROUPS OF CLASSIFICATIONS HAVE THE SAME SCHEDULE NUMBER

- S10_SPED IA SH -ALL IMPAIR
- S20_SPED IA SH-SIGN/INTREP
- S30_SPED IA SH-COMPUTER

PROB/PERM/PROVISIONAL

		Rating	1	2	3	4	5	
	7/1/98	911	Hourly Rate	13.2458	13.8716	14.5421	15.2424	15.9726
	With Longevity Premium	70	Hourly Rate	13.5458	14.1716	14.8421	15.5424	16.2726
5%	07/02/100	911	Hourly Rate	13.9081	14.5652	15.2692	16.0045	16.7712
	With Longevity Premium	70	Hourly Rate	14.2081	14.8652	15.5692	16.3045	17.0712
4%	01/04/101	911	Hourly Rate	14.4644	15.1478	15.8800	16.6447	17.4421
	With Longevity Premium	70	Hourly Rate	14.7644	15.4478	16.1800	16.9447	17.7421
1%	06/07/101	911	Hourly Rate	14.6091	15.2993	16.0388	16.8111	17.6165
	With Longevity Premium	70	Hourly Rate	14.9091	15.5993	16.3388	17.1111	17.9165

T10_SECURITY-CAMPUS
PROB/PERM/PROVISIONAL

		Rating	1	2	3	4	5	
	7/1/98	935	Hourly Rate	13.0233	13.6491	14.3196	15.0199	15.7501
	With Longevity Premium	10	Hourly Rate	13.3233	13.9491	14.6196	15.3199	16.0501
5%	07/02/100	935	Hourly Rate	13.6745	14.3316	15.0356	15.7709	16.5376
	With Longevity Premium	10	Hourly Rate	13.9745	14.6316	15.3356	16.0709	16.8376
4%	01/04/101	935	Hourly Rate	14.2214	14.9048	15.6370	16.4017	17.1991
	With Longevity Premium	10	Hourly Rate	14.5214	15.2048	15.9370	16.7017	17.4991
1%	06/07/101	935	Hourly Rate	14.3637	15.0539	15.7934	16.5657	17.3711
	With Longevity Premium	10	Hourly Rate	14.6637	15.3539	16.0934	16.8657	17.6711

T-20 SECURITY-SCHOOL PATROL
PROB/PERM/PROVISIONAL

		Rating	1	2	3	4	5	
	7/1/98	936	Hourly Rate	15.4521	16.2120	17.0018	17.8362	18.7005
	With Longevity Premium	110	Hourly Rate	15.7521	16.5120	17.3018	18.1362	19.0005
5%	07/02/100	936	Hourly Rate	16.2247	17.0226	17.8519	18.7280	19.6355
	With Longevity Premium	110	Hourly Rate	16.5247	17.3226	18.1519	19.0280	19.9355
4%	01/04/101	936	Hourly Rate	16.8737	17.7035	18.5660	19.4771	20.4209
	With Longevity Premium	110	Hourly Rate	17.1737	18.0035	18.8660	19.7771	20.7209
1%	06/07/101	936	Hourly Rate	17.0424	17.8805	18.7516	19.6719	20.6252
	With Longevity Premium	110	Hourly Rate	17.3424	18.1805	19.0516	19.9719	20.9252

C.5. United Support Personnel Substitute rates.

Classification	Less than 30 days	30 days and more
S10-Sub	11.45	12.45
C10-Sub	11.45	12.45

Appendix D — Restructuring

Article 21 language from the 1998-01 Teachers' Contract

XXI — Restructuring

- 24.0. Successful implementation of the May 1, 1997, Tentative Agreement to Reduce the Need for Reconstitution requires adoption of a standards-based school accountability system. The proposed accountability system is predicated upon the following structures: 1) set of district-wide standards that define school quality; 2) a mechanism for measuring the performance of a school according to the district-wide standards; 3) identification of schools that have deficiencies in meeting the standards; 4) support to build school-wide structures to develop plans to address the identified deficiencies; and 5) monitoring of the progress of the school community. This effort will require modification of Article 21, Restructuring, consistent with the guidelines and requirement of the District and State and Federal Governments.
 - 24.0.1. The District and Union shall continue work to develop said accountability system using current structures, including the Labor Management Community Committee.
 - 24.0.2. The District and Union intend to create an accountability system that includes requirements of the accountability systems imposed or required by the Consent Decree, State of California, and the Federal Government.
- 21.1. Restructuring is not accomplished quickly or easily. Continued success is dependent on the support and participation of those involved in the process at the school site and on the District level. Resources and staff released time, including that provided by law, are necessary components of restructuring and shall be mutually determined by the Union and the District
 - 21.1.1. The District and Union agree that by working together they can continue to have a powerful and positive effect on the improvement of the educational program for all San Francisco Unified School District students. Restructuring is a process for moving toward this end through shared decision-making among those directly responsible for student performance.
 - 21.1.2. Shared decision-making is a process whereby teachers, united support personnel, administrators, classified staff, parents, students, and others, as determined by the site, can collaborate in identifying areas in need of improvement and in developing solutions that will enhance the learning opportunities for all students.

- 21.1.3. The parties recognize that the most important interactions that affect student performance are those between instructional staff and students. Instructional staff must be able to share in decisions at the school site if they are to share the responsibility and accountability for the success of the school.
- 21.2. In order to provide the maximum opportunity for success in District-wide restructuring, the Union and the District have developed the following guidelines:
 - 21.2.1. Dissemination of information designed to develop an understanding of restructuring is essential.
 - 21.2.2. Restructuring will not be imposed but allowed to evolve on a voluntary basis. Since site specific plans may be developed for restructuring, no single model can be specified.
 - 21.2.3. Participation in the process will be open to all with responsibility for student outcomes, such as teachers, united support personnel, administrators, classified staff, parents, students, and others, as determined by the site.
 - 21.2.4. The process of consensus decision-making or other democratic decision-making process as determined by each site will be utilized at all levels of restructuring.
 - 21.2.5. Restructuring plans as provided for in this article will operate within legal mandates, economic opportunities, Board of Education policy provisions, and requirements of the Union contract, unless appropriate site specific amendments, including waivers of legal mandates, economic opportunities and Board of Education Policy, are obtained upon mutual agreement.
 - 21.2.6. Contract language on restructuring will enable the process to evolve. Other forms of agreements outside of the contract may facilitate the process of restructuring. One form may be a trust agreement between the District and the Union. Another may be a multilateral agreement whereby the District and the Union jointly enter into a contract with other interested parties.
 - 21.2.7. The UBC will serve as the initial conduit to the process of restructuring. A shared decision-making structure must be established to include teachers, united support personnel, the Union Building Representative, administrators, parents, and others, as determined by the site. The construction of this structure shall clearly describe the scope of authority as well as a delineation of roles and responsibilities of the constituent parties.
 - 21.2.8. Site governance structures. See Article XXV.

- 21.3. **Restructuring Council** — The Union and District recognize that the enabling structure for shared decision-making, as originally defined in the 1989-92 teachers' contract, has evolved into the single body known as the SFUSD Restructuring Council.
- The Union and the District recognize that those most directly involved in improving student performance are a necessary and integral component of all restructuring efforts and should be represented on the Restructuring Council.
- 21.3.1. The Restructuring Council shall be comprised of the following members:
- 21.3.1.1. The Union President and the Superintendent of Schools.
 - 21.3.1.2. Nine (9) representatives of the Union, selected from teachers and united support personnel, appointed by the Union President.
 - 21.3.1.3. Nine (9) representatives of the District appointed by the Superintendent of Schools.
 - 21.3.1.4. Additional membership as determined by the Restructuring Council.
- 21.3.2. The responsibilities of the Restructuring Council shall be to:
- 21.3.2.1. develop mission, goals, and operating procedures for the Restructuring Council;
 - 21.3.2.2. promote the concepts of site-based shared decision-making at all sites as an integral component of restructuring;
 - 21.3.2.3. provide guidelines to sites for restructuring, including shared decision-making and teacher professionalization;
 - 21.3.2.4. provide direction and assistance to sites participating in restructuring;
 - 21.3.2.5. approve and monitor site restructuring plans;
 - 21.3.2.6. conduct on-going evaluations of restructuring efforts;
 - 21.3.2.7. develop, implement, and monitor the plan for District-wide restructuring;
 - 21.3.2.8. develop recommendations for Board of Education consideration;
 - 21.3.2.9. other responsibilities as may be determined.
- 21.4. The parties agree that restructuring is an evolving process. By mutual agreement, changes in the provisions contained in this article may be effected.

Appendix E — Union Building Committee

Article 25 language from the 1998-2001 Teachers' Contract

XXV — Union Building Committee

- 25.1 At the site the duly elected Union Building Committee (UBC), designed to represent both UESF bargaining units, is responsible for implementing and enforcing provisions of this Agreement. The duly elected Union Building Representative shall serve as the chair of this committee.
- 25.2 The Union Building Representative at each site represents UESF at that site, represents the site district-wide and serves as liaison between the faculty and the site administration.
 - 25.3. Roles and Responsibilities of the Union Building Committee (UBC)
 - 25.3.1. The site administrator shall meet at least once a month with up to seven (7) members of the Union Building Committee on matters of contract administration. This committee shall also coordinate site elections to identify representatives for various other functions within the contract. The UBC shall have a place on the agenda at each faculty meeting, and shall have the opportunity to make a brief statement/report on matters of Union concern or business.
 - 25.3.2. The UBC functions to maintain clear lines of communication between administration and faculty.
 - 25.3.3. Teacher [and United Support Personnel] representatives of the School Site Council shall be elected by teachers [and United Support Personnel, respectively] at the school site in an election designed and conducted by the Union Building Committee (UBC).
 - 25.3.4. UBC members shall be permitted use for Union business of school reproduction and audio-visual equipment (excluding materials and supplies) at times which do not interfere with or disrupt normal school functions.
 - 25.3.5. The UBC may schedule meetings before or after the instructional day or at such times that are not in conflict with normal school functions.
 - 25.3.6. The UBC at each site shall have timely access to all pertinent, non-confidential information available to site administration regarding staffing, assignment, programming, facilities management and planning, staff development, and budgeting, and including timelines and deadlines as set by district administration.
 - 25.3.7. The UBC shall meet with site administration to share information and ideas with the goal of achieving consensus agreement on matters of mutual concern regarding the operation of the site including staffing, assignment, programming, facilities management and planning, staff

development, and budgeting, and including timelines and deadlines as set by district administration, and all other matters pertaining to school policy and operations.

- 25.3.8. The UBC serves as a liaison to the Restructuring Council (Article XXI).
- 25.3.8.1. The UBC shall conduct the election for teacher and paraprofessional positions on the School Site Council or other similar governing body.
- 25.3.8.2. The Union Building Representative shall be a member, either elected or *ex-officio*, any shared decision-making body. The Union Building Committee at a school site is encouraged to work in conjunction with the shared decision-making body as a unified representative body.
- 25.3.8.3. In the case of any school identified as a low-performing school by the process described in Article 21, the UBC shall work with the Accountability Support Team to schedule meetings regarding disseminating information and planning, coordinate site activities with the School Site Council, and to conduct any elections by the instructional staff that may be required to approve the proposed site plan.
- 25.3.9. In order to promote cooperation and a collegial relationship at the school site, the UBC and the administration are encouraged to work collaboratively.

Appendix F — Child Development Program

1. The District and Union share the goal of building a program that offers a full range of educational experiences to the children in the Child Development Program. The current structure of the program makes it difficult to provide the best services for children and the best professional responsibilities for teachers and paraprofessionals. The District and Union shall work to develop possible modifications to the structure of the Child Development within the historic fiscal limitations of the Child Development Program's funding mechanisms.
 - 1.1. The parties shall also work together to change the funding mechanisms to provide additional revenue.

Appendix G — Letter of Transmittal

UESF-SFUSD

LETTER OF TRANSMITTAL

PARAPROFESSIONAL NEGOTIATIONS

December 16, 1999

In addition to their mutual commitment to a broad range of educational opportunities for students, the United Educators of San Francisco and the San Francisco Unified School District share the common interest of providing competitive salaries for employees. In pursuit of this interest, they have traditionally looked at the state COLA at the beginning of annual negotiation cycles.

For the last several years, the District and the Union have been disappointed in the State's unwillingness to provide educational funding that is continuing and free of categorical/programmatic limitations. These State practices have been seriously limiting the amount of discretionary funding available for student programs and bargaining on total compensation issues.

Bargaining resources for 1999-2000 have been further impacted by concerns about District projections of income and expenditures for the prior year, including the under funding of approved desegregation expenses.

Consequently, Superintendent Davis has requested a State audit of District funds, in addition to the regular external examination that is being conducted by District auditors. The results of these audits will be available by the end of the calendar year and both the District and the Union are vitally interested in these reports. Should these audits identify additional income that has not been provided for in the District's revised budget for 1999-2000, fifty percent of said additional income shall be reserved for salary expenditures for UESF bargaining units, pending the outcome of negotiations between the parties for 2000-2001; the utilization of said additional income for negotiations shall follow the same design as the additional funding source (unrestricted income for general fund expenditures, continuing income for ongoing expenses, etc.). When the District and the Union enter into negotiations for next year they shall also take into account any shortfall in revenues for this year that have been included in the District's revised budgets for 1999-2000; this shall be done by using fifty percent of said 1999-2000 shortfall as an offset against additional income above 1999-2000 levels that the District receives for 2000-01.

In addition to this process for dealing with more or less income than currently projected for 1999-2000, the District and the Union share a common interest in

determining if and how the District's general fund expenditures for various budget categories differs from prevailing practices among comparable California school districts. Therefore, SFUSD and UESF shall retain a mutually acceptable and external consultant experienced in analyzing school district budgets, to identify possible District variances. Said expert analysis shall be completed by January 15, 2000 so that recommendation can be considered in building the 2000-01 District budget.

In reaching the attached tentative agreement, the bargaining teams realize that only in a spirit of true cooperation and understanding can they hope to overcome State and local budget problems that mitigate against student educational opportunities and total compensation benefits for all employees.

For the District

For the Union

Chair, SFUSD Bargaining Team

Chair, UESF Bargaining Team

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