

**TENTATIVE AGREEMENT  
BETWEEN  
SAN FRANCISCO UNIFIED SCHOOL DISTRICT  
AND  
THE INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL  
ENGINEERS, LOCAL 21  
REGARDING COLLECTIVE BARGAINING AGREEMENT  
JULY 22, 2022**

**ARTICLE 5. COMPENSATION AND FRINGE BENEFITS**

**A. Salary** - the District agrees to the following salary increases:

- i. **2022-2023:** 6% effective July 1, 2022
- ii. **2023-2024:** 6% effective July 1, 2023

**B. Internal Adjustment** - this section is stricken and removed from the contract.

**C. Dependent Medical** - No later than February 1, 2023 the District shall contribute a one-time off the salary schedule stipend of \$1620.00 to unit members who have employee plus one health care plans and a one-time off the salary schedule stipend of \$3,190.00 to unit members who have employee plus two or more health care plans for the 2023 calendar year. The District shall make the same payment, for both groups, no later than February 1, 2024 school year for the 2024 calendar year. For those employees who have Employee only health care plan or do not utilize the District's health care plans, the District shall make a one-time off salary schedule stipend of \$500 on February 1, 2023.

**D. Out-of-Class Pay** - The District accepts the Union's proposal from October 6, 2021.

**F. Standby Pay** - The District accepts the Union's proposal from October 6, 2021., except that we reject the change of the standby rate of pay to 50% and are countering with the existing rate of 25%.

**ARTICLE 7. TEMPORARY EXEMPT POSITIONS**

A. The District and the Union agree to review all temporary exempt positions to determine if such positions may be made permanent in nature. The District and the Union agree to cooperate fully with the Civil Service Commission and the Union to ensure transition of temporary employees to permanent positions where practicable.

The District and Union agree to review any updates regarding classifications eligible for Permanent Civil Service examinations quarterly as part of the Contract Administration Committee meetings. The District agrees to meet with the Union, before recommending that classifications are added to the City and County of San Francisco exam plan, to confirm and prioritize any classifications requiring examinations in the next fiscal year. The District shall notify the Union when any requests that civil service exams be held are made.

The District and Union agree that the probationary period for District employees who have completed one year of service in an exempt appointment, and who pass an examination in the same classification, will serve a probation of one (1) month. Incumbent exempt appointees who pass an examination for a promotive classification and are appointed into the same promotive classification will serve a probationary period of three (3) months.

***B. Non-Permanent Employee Benefits***

Temporary employees regularly assigned to less than twenty (20) hours per week shall not be entitled to District benefit contributions. Effective May 1, 1995, current temporary employees regularly assigned to at least twenty (20), but less than forty (40) hours per week, shall be provided with District contributions for medical insurance, plus prorated District contributions for premiums, vacation pay, holiday pay, sick pay, jury duty pay and available City retirement coverage. Effective June 15, 1995, a temporary employee who has worked 1,040 hours or more in his/her classification, shall advance to the next step of said classification, and annually thereafter.

**ARTICLE 9. UNION SECURITY**

A. Upon certification by the Union that an employee has signed a deduction authorization form, the Employer will deduct the appropriate dues from the employee's pay as established, and as may be changed from time to time, by the Union and remit such dues to the Union. Employee requests to cancel or change deductions must be directed to the

Union rather than the Employer. Deductions will continue unless the employee mails a written revocation to the Union in accordance with the terms of the authorization form, or absent any such terms, by mailing a written revocation to the Union that is postmarked during the thirty (30)-day period immediately prior to the annual anniversary date on which the employee signed the authorization form.

Union membership is not a mandatory condition of employment for any employee covered by this Agreement.

- B. The employee's earnings must be regularly sufficient after other legally required deductions are made to cover the amount of the dues authorized. When an employee is in an unpaid status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in an unpaid status during only part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Union dues.

The Business Manager of the International Federation of Professional and Technical Engineers shall notify the Employer in writing as to the amount of such dues uniformly required of all members of the Union.

Monies withheld by the Employer shall be transmitted to the Officer designated in writing by the Business Manager of the Union as a person authorized to receive such funds at the address specified.

- C. The District shall furnish the Union on a monthly basis the names, working title, classifications, department, work locations, telephone number (work, home, and personal cellular), email address (work and personal), and home address of all employees subject to this Agreement. Newly hired or separated employees will be so indicated in this report.
- D. The District shall, within thirty (30) days of this Agreement, provide the Union with a list of those employees, both permanent and temporary, who are not currently paying either Union dues or agency fees.

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

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

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

J. New Employee Orientations

New Employee Orientations (NEO's) for classified staff shall take place on a schedule to be determined by the District. The District shall inform the Union of NEO dates in writing at least ten (10) days prior to any session. NEO's will be held virtually to increase access and minimize distractions to employees' work day. Employees that do not have access to technology, Wi-Fi, or space to attend a virtual NEO session will be provided with a temporary District device and in-person working space at the District. The Union shall have thirty (30) minutes to meet privately with their members via breakout rooms.

To the extent such employees for any reason do not, within sixty (60) days of beginning work, attend an Employee Orientation, the Union shall have the option to schedule a thirty (30)-minute meeting with the employee(s) provided that the Union and District designee mutually agree on the day and time of the meeting.

One (1) Union representative may be released for no more than one (1) hour without loss of pay to attend to present materials and information to the employees in positions represented by the bargaining unit.

## **ARTICLE 11. SUBCONTRACTING OF WORK**

The District affirms its commitment to respect existing bargaining unit work and definitions, in order to preserve jobs and provide career opportunities within the District's workforce.

In keeping with these goals, the parties agree that during the term of this Agreement, the District will contract out, or renew or extend contracts for work, only where such work:

1. Involves knowledge, skills or expertise which, in the District's judgment, current employees do not possess;
2. Requires support or operation of equipment, software or systems which are not currently owned by, licensed to, or regularly used within the District;
3. Involves a discrete or non-recurring project; work which is seasonal in nature; work which results from an emergency situation; or work which is time-bound\_or time-sensitive to fulfill the needs of the District; or
4. Is necessitated by temporarily insufficient staffing levels.

The parties anticipate that during the term of this Agreement, work will need to be contracted out for one or more of the above reasons. The parties agree that the District shall not contract for services in circumstances which would result in the layoff of bargaining unit employees. Nor shall the District contract for services where there remain bargaining unit employees on a reinstatement list who have the knowledge, skills and expertise to provide those services. Where contracting out is necessitated by insufficient staffing levels, and does not meet one or more of the other three criteria, the District shall initiate a recruitment plan in parallel with contracting the work, and will maintain that recruitment plan in place for the remaining term of the contract. If the District asserts subcontracting is necessary based on a lack of skills, experience or expertise in the bargaining unit, the District shall make a good faith effort to identify current employees who may be able to perform the duties of a position or positions or who could, within a reasonable period of time and at minimal expense, be trained to perform the duties for the same work. If such an employee can be identified, training opportunities shall be provided and the length of a contract may be adjusted to reflect a transition from the contractor to the employee at which time the District deems appropriate.

Upon determination that the District will seek to contract, or renew or extend a contract, with an outside vendor due to any of the four criteria listed above, the District shall, provide the Union written notice that includes the following: the scope of work intended to be contracted; the

anticipated and/or estimated cost associated with the contract to the extent possible that the District is able to share this information; and the intended duration of the contract.

The District and the Union shall form a joint committee consisting of six (6) individuals (three appointed by the Union and three appointed by the District who are not Union members) to discuss the District's evolving technology needs and required technology supports that necessitate contracting of work. The committee shall meet four times each year. The committee shall commence and hold its first meeting no later than 2 months after the ratification of this agreement by the Board of Education. The work of the committee may include review of District Requests for Proposals or Qualifications in order to identify circumstances which would make it possible for unit members to perform work that is currently contracted out, and possible cost-effective and efficient alternatives to contracting or subcontracting. The joint committee shall present recommendations to the Union president, the Chief Technology Officer and the Superintendent or designee in March of each year.

### **ARTICLE 13. HOLIDAYS**

The district shall observe holidays in accordance with Education Code 37220 and at the discretion of the Board of Education through its adoption of its annual calendar.

1. Holiday Compensation for Time Worked – Employees required by their Supervisor to work on any designated or observed holidays, except Fridays or Mondays observed as holidays in lieu of holiday falling on Saturday or Sunday, shall be paid extra compensation of one additional day's pay at time-and-one-half the usual rate (i.e., 12hours pay for 8 hours worked or a proportionate amount for less than 8 hours worked). At the employee's request and with the approval of the employee's Supervisor, an employee may be granted compensatory time off in lieu of paid overtime pursuant to the provision of this Agreement.
2. Holiday Pay for Laid Off Employees - An employee who is laid off at the close of business the day before a holiday who has worked not less than five previous consecutive work days shall be paid for the holiday.

After six (6) months of employment, all Bargaining Unit personnel are entitled to take five (5) floating holidays in each fiscal year, to be taken on days mutually agreed to by

the employee and their supervisor. Floating holiday scheduling requests shall not be unreasonably denied. Employees may carry over to a succeeding fiscal year any unused floating holidays, provided that the number of floating holidays an employee can carry forward shall not exceed the total number of floating holidays received in the prior fiscal year and the employee's total floating holiday balance at any time shall not exceed ten (10) floating holidays.

#### **ARTICLE 17, B. CATASTROPHIC SICK LEAVE TRANSFER PROGRAM**

1. Purpose – The Catastrophic Sick Leave Transfer Program is a resource to provide relief to those classified employees represented by IFPTE Local 21 who have suffered catastrophic illness or injury. Catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family and requires the employee to take time off from work for an extended period of time to take care of that family member. In order to qualify for the catastrophic sick leave transfer program:
  - a. All entitled sick leave and extended sick leave and/or any other paid time needs to be exhausted prior to application for sick leave from the bank.
  - b. The illness or injury must be certified by the attending physician who verifies that the illness or injury lasts for at least 30 days and totally incapacitates the employee (or their family member) from all work.
2. Eligibility for Participation – All classified members of the bargaining unit represented by IFPTE Local 21 shall be eligible to participate in the Catastrophic Sick Leave Transfer Program. Recipients are prohibited from working while on Catastrophic Leave.
3. Process – The recipient must have exhausted all paid leave to receive hours from the bank.

The recipient must apply for participation in the Catastrophic Sick Leave Transfer Program to the Union. Such application shall include medical certification that the illness/injury is catastrophic as defined above.

A classified recipient may receive no more than the average or regularly scheduled number of hours worked daily times 100 from this bank per injury or illness.

IFPTE Local 21 shall inform their membership on a case by case basis when the need for donated time arises.

IFPTE Local21 shall be responsible for collecting donated time. Employees shall authorize donations in writing, signed, and dated. IFPTE Local 21 shall compile the list of donated time in order of donations received and a breakdown of how many sick leave and accrued and earned vacation hours members wish to donate. IFPTE Local 21 shall then submit the list to the District along with supporting written authorizations.

Once the first round list is received by the District, no more donations will be added. In the event more donations are needed, the process shall repeat itself.

The District will convert the donated hours to dollar amounts, based on the pay rate(s) of the donor workers. Thereafter, the District will deduct the designated sick leave and accrued and earned vacation time from donors, according to the list, and credit it to the worker on leave, according to the pay rate of the worker on leave. Leave shall be credited to the worker on leave as soon as practicable from the date IFPTE Local 21 submitted the list of donated time to the District.

Donated hours shall be utilized in the order received. Donated accrued and earned vacation time from all donors shall be utilized first before any donated sick leave is used.

At the completion of the Catastrophic Leave, the District will return to IFPTE Local 21 the original authorization forms that now indicate hours were used and unused per each donor. The Union will be responsible for sharing this balance with donor members.

## **ARTICLE 27. WORK STOPPAGE**

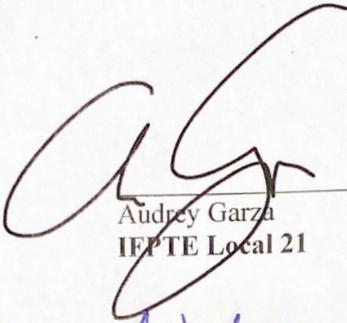
In consideration of the terms and conditions provided for in this Agreement, the Union agrees that it will not authorize or engage in any work stoppage of bargaining unit members. The

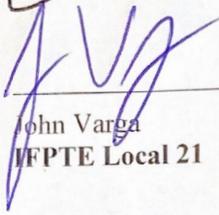
District further agrees that it shall not lock-out any unit members during the term of this Agreement.

**ARTICLE 32. TERM AND REOPENERS**

The terms of the Agreement shall be for two years, July 1, 2022 to June 30, 2024.

  
8/8/22  
Daniel Menezes      Date  
San Francisco Unified School District

  
08/08/202  
Audrey Garza      Date  
IEPTE Local 21

  
8/8/02  
John Varga      Date  
IEPTE Local 21