

SFUSD & SEIU – Article 5 – Compensation and Health & Welfare Benefits

Date: October 17, 2023

Tentative Agreement

5.0 Compensation Benefits and Health & Welfare Benefits

The salary schedule hourly base rates in effect as of June 30, 2020 shall be adjusted during the term of this agreement in the following manner:

- a) 6% increase effective July 1, 2022
- b) 10% increase effective July 1, 2023
- c) In addition, the parties shall have a contract reopener for 2024-2025 to negotiate changes to this Article, up to two other Articles that either party wishes to propose, and any outstanding issues from the Side Letter on Labor-Management Committee work for 2023-2024.

5.0.1 Lump Sum Payment

On ratification by both parties, each member of the SEIU bargaining unit will receive a one-time lump sum payment of fifteen hundred dollars (\$1500), which will serve to make whole its members for payroll errors, including penalties referenced in Article 5.8, Article 41 in its entirety, and the June 22, 2022 MOU regarding payroll errors. SEIU agrees that this lump sum payment will recompense its members for any payroll errors and its acceptance will nullify any MOU regarding such payroll errors.

5.0.2 Salary Schedule Adjustment

5.0.2.1 Effective July 1, 2017, Class 7450 will be adjusted to the salary schedule equivalent to one grade above the schedule for class 1930, from \$25.0125 (step 1) to \$30.2611 (step 5).

5.0.2.2 Effective July 1, 2017, Class 2585 will be adjusted to the salary schedule equivalent to one grade below the schedule for class 2586, from \$22.5540 (step 1) to \$27.2741 (step 5).

5.0.2.3 Prior to July 1, 2018, classifications that had no incumbents in previous contracts and were left out of salary schedule adjustments will be corrected to include those adjustments.

5.0.2.4 Establish a committee made up of representation from SEIU and the District to examine the following:

- Staffing allocations based on the number of meals served
- Comparable salaries for similar jobs from a mutually agreed upon list of similar employers.

5.0.2.5 Effective July 1, 2022, one (1) step will be added to the 2616 classification as follows:

- Step 6 will be added effective July 1, 2022
- Step 7 will be added effective July 1, 2023
- Step 8 will be added effective July 1, 2024.

The rate of pay for steps six (6) through eight (8) will reflect a 3% increase above the preceding step.

Current employees with more than five years of service will be placed at the step commensurate with their length of service effective the year when that step is available. For instance, an employee who has been on step 5 since the 2020-2021 school year will be placed on step 7 for the 2023-24 school year, then step 8 for the 2024-25 school year.

#### 5.1 Longevity Premium

Eligible unit members shall receive a 30 cents per hour premium for longevity pay. Eligibility for said longevity pay shall be those unit members with:

5.1.1 Ten (10) or more but less than fifteen (15) consecutive years of experience in the District, or any combination of ten or more but less than fifteen (15) years of service in the District and any other classification included in the Civil Service System of San Francisco.

5.1.2 Effective July 1, 2017, eligible unit members will receive a 60 cents per hour premium for longevity pay. Eligibility for this rate of longevity pay shall be made to those unit members with:

5.1.2.1 Fifteen (15) or more consecutive years of service in the District, or any combination of fifteen (15) years of service in the District and any other classification included in the Civil Service System of San Francisco. This provision shall be implemented prospectively effective July 1, 2018.

5.1.3 Effective prospectively July 1, 2018 employees with an assignment of less than four (4) hours per day shall qualify for sections 5.1.1 and 5.1.2.

#### 5.2 Retirement Contribution

5.2.1 Effective July 1, 2011, represented employees agree to pay their own employee retirement contribution in an amount equal to seven and one-half percent (7.5%) of covered gross salary in accordance with the City Charter. For employees who became members for SFERS prior to November 2, 1976 (Charter Section A8.509 Miscellaneous Plan), the unit member shall also pick up the remaining one-half (0.5%) of the total eight percent (8%) employee retirement contribution to SFERS.

5.2.2 In exchange for the unit member pick-up the 7.5% employee retirement contribution, the District agrees to a 6.12% adjustment to the salary schedule for those members who are also members of the retirement system. For unit members who became members of SFERS prior to November 2, 1976 and have an employee contribution of 8% the District agrees to an adjustment to the salary schedule of 6.62%, except that those members who have elected a reduced contribution shall only receive an adjustment in an amount equal to their percent contribution.

5.2.3 These member contributions shall be made on a pre-tax basis consistent with the Internal Revenue Code and implementing regulations.

5.2.4 Unit members who become eligible for membership in the retirement system during the term of this agreement shall be moved to the salary schedule that has been adjusted to reflect the unit member pick-up of 7.5% employee retirement contribution, retroactively to the date of entry into the retirement system.

5.2.5 To the extent authorized by State law, rule changes by the City's Retirement Board regarding the crediting of accrued sick leave for retirement purposes shall be incorporated herein by reference.

#### 5.2.6 Early Retirement

If eligible, the District shall participate in any applicable retirement program if the program is implemented in the City and County of San Francisco pursuant to Charter Section A8.401-7.

### 5.3 Health Benefits

Effective January 1, 2014, the District shall increase its dependent health care contribution to an amount equal to the HSS-established 75% formula/calculation of the lowest health plan coverage available through HSS at the family rate level.

#### 5.3.1 Health Insurance Coverage

Every January 1, all permanent and regularly scheduled provisional/temporary employees working twenty (20) or more but less than thirty (30) hours per week, or as-needed employees who have worked intermittently on average twenty (20) or more but less than thirty (30) hours per week within a twelve (12) month period, measured from July 1 through June 30, are eligible for medical benefits (health, vision, dental) through the Health Service System.

Additionally, every January 1, regularly scheduled provisional/temporary employees working at least thirty (30) hours a week within a twelve (12) month period, measured from July 1 through June 30, are eligible for employee, and if applicable dependent, medical benefits (health, vision, dental). Eligibility will be determined on a year-to-year basis for qualifying employees.

5.3.1.1 Each eligible employee will select a health plan from those currently offered to employees through Health Services System of San Francisco, unless the employee wishes to be exempt from coverage.

5.3.1.2 Permanent exempt unit members working less than four (4) hours per day/twenty (20) hours per week, shall be entitled to one of the following medical insurance options, as determined by the District.

- A District premium contribution equal 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
- 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 insurance coverage or participate in one of the coverage options contained in said Ordinance.

5.3.1.3 The District shall provide 100% employee only Kaiser Premium coverage for permanent exempt workers in the Student Nutrition Program.

5.3.1.4 The District agrees to continue to pay the increased costs of the employer portion of the medical benefits, as defined by the Health Service System every year through a process known as the 10 county average.

#### 5.3.1.5 District Fringe Benefits Contribution

The District shall contribute the Health Service System-negotiated employer share per pay period for single party coverage for those employees enrolled in the most expensive plan.

#### 5.3.1.6 Retiree Health Benefits:

5.3.1.7 Bargaining Unit members shall be eligible for retiree health, dental and welfare benefits according to the terms of the pension plan.

#### 5.4 Dental

Delta Dental Care Program #652 is available for school district employees who have a Civil Service classification and qualify for health insurance coverage.

**\*The parties agree to move discussion of changes to dental benefits coverage to the Side Letter on Labor-Management Committee Work for the 2023-2024 School Year passed on 10.16.23.**

The District shall provide general dental coverage in the amount of \$2,000 for those who select the Delta Dental preferred dentist option. Those who do not select the Delta Dental preferred dentist option shall continue to receive \$1500 in coverage.

#### 5.4.1 Delta Orthodontia Coverage

The District shall provide orthodontia up to \$750 lifetime for each bargaining unit member and each of their covered dependents as soon as administratively available.

5.4.2 Details of the benefits and contribution rates of each plan are available from the Health Service System office or at SFUSD Benefits office.

#### 5.4.3 Retiree Dental

Upon retirement the District will extend to retired employees the option to purchase dental coverage at the group COBRA rate for up to eighteen (18) months. This coverage will be a continuation of active employee coverage and is the same coverage provided to current employees.

#### 5.5 Additional Insurance Coverage

##### 5.5.1 Long Term Disability Coverage

The District shall provide all permanent employees with a fully paid Income Protection Plan, which shall be integrated with sick leave or other leave provisions, at the option of the employee.

##### 5.5.2 Group Life and Accidental Death and Dismemberment

The District shall provide permanent unit members a fully paid Group Life and Accidental Dismemberment Policy providing a \$25,000 level term insurance coverage until retirement or separation from employment, plus a \$25,000 accidental death benefit.

##### 5.5.2.1 Family Care on Death of Employee

In conjunction with the City and County's Health Service Systems eligibility rules, the District will contact and provide next-of-kin with benefit continuation information.

5.5.2.1.1 Survivors of deceased employees hired prior to January 8, 2009 shall receive survivor benefits equal to lifetime retiree health benefits pending final approval from the Health Service System.

5.5.2.1.2 Survivors of deceased employees hired after January 9, 2009 are not eligible for survivor benefits per the Health Service System's eligibility rules. However, they are eligible for COBRA benefits for up to eighteen (18) months after the loss of active employee coverage, and will be contacted by the District's Benefits team with regards to this process.

### 5.5.3 Continuous Service and Recesses (Temporary Employees)

5.5.3.1 The winter, spring, and autumn recesses will not represent a break in continuous services for temporary employees for purposes of qualifying for benefits under this article.

### 5.5.4 Workers' Compensation

5.5.4.1 Workers' Compensation benefits shall be integrated with sick leave or other leave provisions at the option of the employee. Said benefits shall not exceed 100% of the employee's normal salary. There shall be no accelerated replacement of sick leave benefits that may have been used for this purpose.

5.5.4.2 Whenever possible the District will offer light or modified duty assignments.

5.5.4.3 Medical appointments related to a worker's compensation claim scheduled during work time shall be at no loss of pay.

### 5.5.5 District Paid Fringe Benefits While on Unpaid Leave

The District will pay any and all employer contributions for employee health and dental benefits for those employees who are on a paid or protected leave.

In addition, the District will continue payment of all employer contributions for employee health and dental benefits for an employee on a holdover list during the time period that the employee verifies that they do not have alternative health care coverage. The verification process shall be established by the Department of Human Resources and the Union.

When protected and paid leaves expire, and 12 additional weeks have passed, the District will cease paying these employer contributions.

Protected Leaves are defined as approved sick leave, workers' compensation leave, family care leave, or mandatory administrative leave.

Following expiration of the employee's family care leave, the employee may request personal leave due to hardship (pursuant to the procedures of the Department of Human Resources).

### 5.5.6 State Disability

5.5.6.1 Employees on State Disability may choose to have their sick leave benefits integrated with their disability payment by informing the Leaves and Separations in the Human Resources Department.

5.5.6.1.1 Said provision shall be promulgated each semester in OASIS and posted on employment information boards at each worksite.

#### 5.6 Employee Assistance Program (EAP)

5.6.1 Drug and/or Alcohol Dependence – Through the Employee Assistance Program (EAP) employees may receive information, brief treatment, and referral for chemical dependency and other personal problems that may affect individuals' work or private lives.

5.6.2 Employees with chemical dependency problems shall be permitted to use sick leave (with or without pay), vacation, and or compensatory time to access the EAP and other treatment services. If the treating service requirements conflict with an employee's ability to perform their duties as assigned, and therefore they must be off work for an extended period of time, the employee and treatment service must, upon the employee's return to work, provide the District with verification that the employee successfully completed the program as directed.

#### 5.7 Pay Premium and Additional Compensation

In addition to the provision of 5.0, the following pay premiums and additional compensation rates provisions shall be in effect during the term of this Agreement.

##### 5.7.1 Bilingual Pay Premium

Each fiscal year, the Superintendent, or designee, shall designate District positions that are eligible for the bilingual pay premium. Positions which require translating or interpreting to or from a foreign language including sign language for the hearing impaired and Braille for the visually impaired shall be designated eligible for the bilingual pay premium. Employees meeting the premium criteria skills shall receive a \$75 premium per pay period. Once an employee is identified as qualified for Bilingual Pay, the designation will carry forward to the next school year. If a job is posted as non-bilingual, and the administrator assigns an employee bilingual duties on an ongoing basis as part of the job, the employee shall be paid at a bilingual premium.

5.7.1.1 In order to qualify for designation to receive the bilingual premium, a position must be required to provide non-English services, including Braille and sign language, for at least twenty-five percent (25%) of a regular job assignment.

5.7.1.2 If any employee is hired into a position which is designated bilingual, or for which non-English language requirements are listed in the job posting, that employee will be presumed qualified for this premium unless a contradicting analysis has been completed.

##### 5.7.1.3 Health Worker premium

Any Health Worker who participates in the auditory certification program, as well as any other additional duties which are outside the scope of the Health workers classifications shall receive out of class pay per Article 5.7.2.

##### 5.7.2 Out-of-Class Pay

5.7.2.1 A unit member who is directed and approved by their Program Director to perform a portion of the duties and responsibilities of a higher class for five (5) days within a twenty (20) day period shall receive 5% above their regular pay rate, retroactive to the first day of the acting assignment.

5.7.2.2 Out of class pay and assignment of out of class duties shall normally be discontinued after a six-month period except for extraordinary circumstances related to health and safety of students or employees as approved by the **Associate Superintendent of Human Resources or their Designee**. All assignments in excess of six months shall require a determination by the **Associate Superintendent of Human Resources or their Designee** as to whether the position shall be reclassified.

5.7.2.3 Reclassification and selection to reclassified positions are subject to the civil service rules. If a position is not reclassified, the employee shall not be required to perform out-of-class duties.

5.7.2.4 The District shall not deliberately reassign duties during the five (5) consecutive day period merely to avoid the 5% additional payment.

5.7.2.5 The District will not rotate supervisory assignments for the purpose of avoiding out-of-class compensation.

5.7.2.6 If an employee working out of class performs overtime work, the out of class premium will be applied to those hours as well.

### 5.7.3 Night Duty

The night duty differential shall be eight percent (8%). To be eligible for the night duty premium, an employee must work at least one (1) hour of their shift hours between 5 p.m. to 7 a.m.; those employees voluntarily participating in an authorized flextime program shall be exempted from said night duty premium.

### 5.7.4 Supervisory Differential Adjustment

The appointing officer/designee is hereby authorized to adjust the compensation of a supervisory employee schedule of compensation is set herein subject to the following conditions:

5.7.4.1 The supervisor, as part of the regular responsibilities as a supervisor, directs, is accountable for and is in charge of the work of their subordinate or subordinates.

5.7.4.2 The organization is a permanent one approved by the appointing officer/designee where applicable, and is a matter of record based upon review and investigation by the Civil Service Commission.

5.7.4.3 The classification of both the supervisor and the subordinate are appropriate to the organization and have a normal, logical relationship to each other in terms of their respective duties and levels of responsibility and accountability in the organization.

5.7.4.4 The compensation schedule of the supervisor is less than one full step (approximately 5%) over the compensation schedule, exclusive of extra pay, of the employee supervised. In determining the compensation schedule of a classification being paid a flat rate, the flat rate will be converted to a

bi-weekly rate and the compensation schedule the top step of which is closest to the flat rate so converted shall be deemed to be the compensation schedule of the flat rate classification.

5.7.4.5 The adjustment of the compensation schedule of the supervisor shall be to the nearest compensation schedule representing, but not exceeding, one full step (approximately 5%) over the compensation schedule, exclusive of extra pay, of the employee supervised.

5.7.4.6 The decision of the Appointing Officer/Designee as to whether the compensation schedule of the supervisory employee shall be adjusted in accordance with this section shall be final.

5.7.4.7 Compensation adjustments are effectively retroactive to the beginning of the current fiscal year or the date in the current fiscal year upon which the employee became eligible for such adjustment under these provisions.

5.7.4.8 In no event will the Appointing Officer/Designee approve a supervisory salary adjustment in excess of 2 full steps (approximately 10%) over the supervisor's current basic compensation. If in the following fiscal year a salary inequity continues to exist, the Appointing Officer/Designee may again review the circumstances and may grant an additional salary adjustment not to exceed 2 full steps (approximately 10%).

5.7.4.9 An employee shall be eligible for supervisory differential adjustments only if they actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignment.

#### 5.7.5 Standby Pay

5.7.5.1 Employees who, as part of the duties of their positions are required by the appointing officer to be on standby when normally off duty to be instantly available on call for immediate emergency service for the performance of their regular duties, shall be paid 25 percent (25%) of their regular straight time rate of pay for the period of the standby service, except that employees shall be paid ten percent (10%) of their regular straight time rate of pay for the period of such standby service when outfitted by their department with a cellular phone. When such employees are called to perform their regular duties in emergencies during the period of such standby service, they shall be paid while engaged in such emergency service at the usual rate of pay for such service, including overtime if applicable. Notwithstanding the provisions of this section, standby pay shall not be allowed in classes whose duties are primarily administrative in nature.

5.7.5.2 The provision of this Section authorizing standby pay does not apply to classifications designated by a "Z" symbol and which would qualify for designation as executive under the duties test provisions of the Federal Fair Labor Standards Act. Provided, however, that if such compensation is expressly requested and approved in accordance with the procedures in this section as set forth below, employees in the classification categories referenced in this subsection shall be eligible for standby compensation.

#### 5.7.6 Callback/Holdover pay

Unit members called into work on a day off or called back into their work location(s) following the completion of their work day and departure from their place of employment shall be granted a minimum of four (4) hours compensation at the applicable rate or shall be compensated for all hours



actually worked at the applicable rate, whichever is greater. The section shall not apply to employees who are called back to duty when on a standby status, pursuant to section 5.7.5 of the Collective Bargaining Agreement. The employee's workday shall not be adjusted to avoid the payment of this minimum. Full time employees who are held over to work after having worked their regularly scheduled shift shall be compensated at overtime per section 5.7.9 of the Collective Bargaining Agreement.

#### 5.7.7 Lead Person Pay

5.7.7.1 Employees designated by their supervisor as lead workers shall be entitled to a twenty dollar (\$20.00) per day premium only in situations involving:

5.7.7.1.1 Regularly assigned to plan, design, sketch, layout detail, and estimate or order materials when said work is outside the regular job description and duties of the class.

5.7.7.1.2 When assigned to team maintenance and only when the supervisor recommends that said assignment meets the description in section 5.7.7.1.1 above.

#### 5.7.8 Log Cabin School Differential

A unit member assigned to work at Log Cabin School in La Honda shall be entitled to a seven and one-half percent (7.5%) salary differential.

#### 5.7.9 Overtime

Overtime shall be defined as service authorized by the Superintendent or their designee in excess of eight hours in any day, or in excess of forty hours in any week. Overtime service shall be paid for in cash unless the employee and the supervising manager mutually agree to compensatory time in advance of the work performed. If paid in cash, it shall be at one and one half times the base hourly pay rate. Compensatory time shall be earned at one and one-half (1.5) times the period of overtime that is worked. On a monthly basis the District shall provide to SEIU Local 1021 a complete list of names of unit members that were paid overtime for the month in question.

Once documented by the employee, overtime shall be paid in a timely manner as soon as the employee's manager confirms the hours worked and then forwards the documentation to payroll.

#### 5.7.10 Mileage

5.7.10.1 A unit member whose job classification is assigned to multiple District sites or who is required and directed to use his/her private vehicle in the performance of District duties, and who submits the appropriate claim forms, shall be reimbursed at the prevailing IRS rate.

5.7.10.2 Reimbursement shall not apply in situations in which a unit member elects to work in multiple positions at multiple sites in a position number that is not assigned to multiple sites. This limitation shall not apply, however, to the unit member who is receiving reimbursement under these circumstances as of the date of ratification of this 2017-2020 Agreement.

#### 5.7.11 Committee on Communications Technology

Within 60 days of ratification, the District and the Union will convene a committee to examine the need for mobile communication with bargaining unit members. Based on the results of such

examination the committee will evaluate options for providing communications equipment or appropriate proportional reimbursement and establishing workplace protocols for the use of personal communications devices.

5.7.11.1 On completion, the policies generated by the committee will be reviewed for approval by the Department of Technology and will be incorporated into this Agreement after approval is confirmed.

## 5.8 Correcting Payroll Errors

5.8.1 In the event of a payroll error that represents 50% or more of an employee's net paycheck, a corrected check will be issued by the District within 1 to 3 work days provided: the error is brought to the attention of the Payroll Department within three (3) days of the pay day when the error occurred; and also provided that the Payroll Department receives the documentation for correction at the approximate time that it receives notice of the error. ~~If an employee is not made whole within three (3) work days, the district agrees to pay the employee the balance owed plus a penalty fee of \$25.~~

5.8.2 If the amount of the payroll error represents 25% to 49% of the employee's net paycheck, the new check will be issued within 5 workdays and all other provisions of Section 5.8.1 shall apply. ~~If an employee is not made whole within five (5) work days, the district agrees to pay the employee the balance owed plus a penalty fee of \$25.~~

5.8.3 If the amount of the payroll error is less than 25% of the employee's net pay check, the correction will be made on the next regular payroll. ~~If an employee is not made whole within the next regular payroll, the district agrees to pay the employee the balance owed plus a penalty fee of \$25.~~

~~5.8.4 The District shall make a one-time payment of \$100 to any unit member who experienced a reduction in pay due to a systems error related to payroll, leaves, or benefits between January 3, 2022 and June 30, 2023. This will apply to unit members who submitted a service desk ticket between January 3, 2022 and June 30, 2023.~~

## 5.9 Payment Policy

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

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

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

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

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

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

5.10 Duty-Free Lunch

A unit member assigned to work six (6) or more hours per day shall be entitled to not less than a thirty (30) minute duty-free lunch period without pay; said period shall be scheduled by the employee, subject to the approval of the immediate supervisor. Should the need for District efficiency cause the lunch period to be canceled, the District shall make a reasonable effort to reschedule it within the unit member's normal starting and ending time of service. In any event, a unit member shall be paid for all hours actually worked.

For SEIU Local 1021

For SFUSD

*Rafael Perez*  
*Yminie Benitez*  
*Louise Bouley*  
~~*[Signature]*~~

*SA 10-17-2023*  
*Genevieve 10/17/2023*  
*Christi Lee 10/17/23*

*Release by*  
*Anthony Mills*  
*Shella [Signature]*

*[Signature]*  
*[Signature]*

*Johann Mar.*  
*Michal Zal*

