



# UESF

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

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## **TEACHERS: Important Advice From Your Union**

2010-2011 School Year

### **For New Teachers Only:**

- **MEMBERSHIP:** In order to be a member of UESF, turn in your signed membership application. Non-members still have to pay a monthly fee for services the union must provide all bargaining unit employees. Only union members have political rights within UESF and access to union member benefit programs, including legal representation. UESF is affiliated with both national teachers' unions, the America Federation of Teachers and the National Education Association.
- **MEMBERS ONLY FREE LIFE INSURANCE:** For union members only, if you sign up within the first 90 days of hire, you will have a free one-year coverage – a \$10,000 benefit for Life and Accidental Death & Dismemberment. Fill out the form and send it in now.

### **For All Teachers:**

- **WHAT IS A UNION?** A union is a group of workers working for the same employer who band together to try to achieve things they want – fair treatment, better wages and benefits and so on, and to prevent their employer from doing things to them that they don't want – arbitrary treatment, unjust treatment and so on. A union is not an insurance agency, it is an instrument of collective action and its purpose is to advance our interests by us working together.
- **WHAT IS A CONTRACT?** A union contract is a legal document that specifies the wages, hours and conditions of work for those covered by that contract. In a conceptual sense, it is a snap shot of the balance of forces between the employer and the workers - here between the school district administration and the membership. The contract is a living document – the language doesn't mean anything until and unless it is enforced. If you think that there is a violation of your or your colleagues' contractual rights, call it to the attention of your Union Building Representative or Union Staff Representative. Don't wait as there are time limits within which contract violations must be raised without being considered untimely. The contract is available in printed form and on line at the Union's website: [www.uesf.org](http://www.uesf.org).
- **SFUSD DOCUMENTS YOU GET:** Keep a copy of all documents the SFUSD sends to you in a binder in chronological order. You're going to get a lot of documents. It's important to keep them in an easy to find and organized manner.
- **DOCUMENTS YOU SUBMIT TO SFUSD:** Keep a copy of all documents you send to the SFUSD in a coherent fashion. You need to give them documents in a way that enables you to prove that you sent it and they got it. You can use Return Receipt Request Certified Mail, in-person delivery (you take two copies to Human Resources and get them both date/time stamped, keeping one and turning in one), or facsimile (The first sheet through your fax machine should be the document you're sending, the last sheet should be the cover sheet – this way, you'll have a fax proof sheet with the document's image on it.).

- **HEALTH BENEFITS:** Sign up **now** for your health and dental benefits. If you don't sign up right away, you will not get your benefits on time and may not have medical coverage when you need it. Benefits start in September if you sign up before August 20<sup>th</sup>.
- **PAY STUBS:** Check your pay stubs upon receipt and keep them organized in a safe place. Make sure you're getting paid for the right FTE (Full-Time Equivalent) status and the right pay rate. You're going to get 12 checks a year.
- **HIGHER PAY FOR PREVIOUS EXPERIENCE:** Make sure that SFUSD has given you the appropriate credit for previous teaching experience. The contract has year-for-year credit for previous experience up to 11 years. Read Teachers' Contract Article 11.8.7.1 through 11.8.7.3, page 34.
- **HIGHER PAY FOR MORE EDUCATION:** Make sure that SFUSD is giving you credit for BA+30 Units or BA+60 Units if this applies to you. Review Teachers' Contract Appendix B, pages 111 and 112. There is a 12/01 deadline to submit the official transcripts, so pay attention to the deadlines.
- **SICK LEAVE:** You get 10 days of paid regular sick leave per year; 7 of the 10 days can be used for personal reasons, not just sick leave. SFUSD can require a doctor's note for more than five consecutive days of absence. If you are sick past the 10 days, you will be on extended sick leave – the pay rate for that is your monthly pay rate minus the daily sub dock rate of \$165.22, so if you're at the low end of the salary scale, you'll get very little pay. You are not eligible for State Disability Insurance Benefits. You should consider disability insurance through our affiliate, the National Education Association, or another provider. This is especially important if you are considering starting a family and will need time off for maternity leave.
- **ADVANCING ON THE SALARY SCALE:** You won't advance on the salary scale unless you work at least 75% of the days (not the hours) required of regular teachers. This means that teachers working fewer than four days a week don't work enough days to get a pay step increase. It is therefore very important if you take a leave (such as maternity leave) that you consider your return date carefully so you don't inadvertently miss 75% service for that year by a few days, because in this area, a miss is as good as a mile. Benefits are paid for those working at least a half-time schedule, regardless of how the hours are worked during the pay period.
- **EMAIL:** Get a personal email account separate from one assigned by the SFUSD. SFUSD can read your District email account and can control its use. Free personal email accounts are available from Hotmail, Yahoo, Google, etc. UESF sends out periodic email blasts with important information about the district and education news. Send your name and personal email address to UESF at: **ask-uesf@uesf.org** to keep informed. The latest updates, news, and links to important resources can also be found at **www.uesf.org**.
- **YOUR MD FOR ON THE JOB INJURY OR ILLNESS:** Turn in a signed a "pre-designation of personal physician" form for work-related injuries or illness now. If you don't do this, and suffer a work-related illness or injury, you will have to see the SFUSD designated doctor instead of your own medical provider for at least 30 days.

- **IF YOU GET HURT ON THE JOB:** If you get hurt or ill on the job, report it as a workers' compensation injury to your Principal. If you have trouble dealing with the SFUSD Workers' Compensation administration, get a workers' compensation attorney; if you don't have someone, we suggest Michelle Brodie, 415-861-5537. Compensation Representation is on a contingency fee basis and the attorney's fee will generally be 11% to 14% of the award if you win. If you don't win, you don't pay anything.
- **IF YOU'RE TENURE-TRACK:** Most new teachers are hired into tenure track positions, although some are hired into temporary positions. Under the California law, tenure track teachers are probationary employees for the first two years of service. Probationary employees can be dismissed for **no reason** without recourse during this period. While you still have civil rights and union rights, don't be reckless. You have a right to union representation when you meet with an administrator. If you're in doubt, talk to your Union Building Representative. Don't go in by yourself. If that doesn't work out, call us at the union office. We will work on your issue discreetly. Our phone: 415-956-8373; Fax: 415-956-8374; Email: ask-uesf@uesf.org.
- **YOUR RIGHTS:** Your rights under the UESF/SFUSD contract and applicable Labor Law take precedence over Board of Education Policies. You can't legally be asked or required to accept less than the contract calls for in terms of your wages, hours and conditions of work. In order to understand your rights, read the contract between UESF and SFUSD. If you have questions, ask us first.
- **EVALUATIONS:** Teachers are supposed to be evaluated several times annually if they're probationary or if they had a less than satisfactory summary evaluation during the last school year. As a matter of law and contract, evaluations are not considered disciplinary, so the content can't be challenged by a grievance- only the timelines and procedures can be challenged. If there is a successful challenge to the timelines/procedures, the evaluation can be rescinded. It's therefore very important to read and understand your rights under Article 16, Evaluations in the Teachers' Contract. It's also very important to understand that there are areas of emphasis that administrators expect to see in lesson plans for evaluations. Currently, there is an emphasis on small group learning, differentiated instruction for students who are less than proficient, proficient and advanced learners, engaging all students, and having smooth transitions between lesson components. If you have questions about this area, talk to your Union Building Representative or Union Staff Representative.
- **GRIEVANCES:** A grievance is an assertion that the employer has not followed the contractual requirements. The grievance process, which is at Article 19 of the Teachers' Contract specifies the timelines and procedures to address grievances. The way that we can enforce our contractual rights is through the grievance procedure. Article 19 of the Teachers' Contract explains what the process and timelines are for grievances. It should be noted that not every problem is a contract violation. The perceived injustice may have a potential legal remedy, a potential political solution or no solution at all. Again if you have questions, consult your Union Building Representative or Union Staff Representative. It should almost go without saying that relying on administrative representatives for contract interpretations is problematic.

- **LAYOFFS:** SFUSD is suffering from repeated and on-going cuts public education funding by the State of California. State Funding represents roughly 80% of the SFSUD budget. We had layoffs during the 2009-2010 school year and there may well be more cuts this year. Although the determination of how many teachers to layoff and what subject areas will be subject to layoff, have yet to be determined by the School Board, teachers should be aware of the situation and plan their economic lives in light of this fact. SFUSD spared BCLAD teachers and Special Education Teachers from the layoffs. SFUSD took actions that may make being a part-time teacher more vulnerable to layoff.

## **KNOW YOUR CONTRACT**

Knowing our collective bargaining agreement with SFUSD is one of the most important elements to navigating your way through the district. (Go to [www.uesf.org](http://www.uesf.org), where there is a link to the contract.) We suggest that you first focus on the following provisions:

### **Article 7: Days and hours of employment for K-12 teachers**

Article 7.2 on the 7-hour workday

Article 7.2.7: no more than 2 staff meetings per month

### **Article 14: Health and Safety**

Article 14.2.1: We are not required to work in unsafe conditions.

Article 14.2.3: The District will provide each classroom with a first aid kit.

Article 14.2.8: We don't have to live with unwanted rodents and vermin in our workspaces.

**Article 16: Evaluation:** The contract does not allow for grieving the content of the evaluation, so paying close attention to correct procedure is very important.

**Article 19: Grievance procedure:** This is how we address contract violations.

### **Article 22: Student Discipline**

Article 22.2.1: Teachers should be provided all reasonable support from the District in maintaining classroom discipline. This is a complex area. Please talk with the Union first.

### **Article 25: Union Building Committee**

Article 25.3.7: The administrator must meet with the Union Building Committee about staffing, assignment, programming, facilities management and planning, staff development and budgeting.

**Salary schedules:** currently on pages 133-153, this may change because the new contract won't have the same page numbers as the old contract. There will be four unpaid furlough days this year and next and no general wage increase. The pay and column increases (more pay for more years of service and more credits) are operative. Fully Credentialed K-12 teachers page 133-134; Intern/Emergency Teachers, and other Non-Credentialed Teachers, page 135; Child Development –Full-Time, pages 147-148; Child Development Part Time Teachers, page 149-150; Extended Hours and Daily Sub Dock Rate, page 153.