



UESF

United Educators of San Francisco

AFT/CFT, AFL-CIO ■ NEA/CTA

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TEACHERS: Important Advice From Your Union 2011-2012 School Year

For New Teachers Only

Membership: To be a UESF member, complete and return your signed membership application. Non-members will still have to pay a monthly fee for services the union must provide to 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 two national teachers unions, the American Federation of Teachers (AFT) and the National Education Association (NEA). There are many union member-only benefits that may apply to you.

Members Only Free Life Insurance for One Year: A \$10,000 Life and Accidental Death & Dismembership insurance benefit is available to members who sign up for it within the first 30 days of hire.

For All Teachers

What Is A Union? A union is a group of workers who have organized to achieve fair treatment, better wages, benefits and working conditions at their place of employment. It is a body and a voice to counterbalance the unchecked powers of the school district. UESF efforts occur at local, state and national levels.

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. The contract is a living document, and the language doesn't mean anything until and unless it is enforced. The Union Building Representatives at each site and UESF staff members are available to represent you if there has been a violation of your contractual rights.

SFUSD Documents You Receive: Keep a copy of all documents that SFUSD sends and/or gives you.

Documents You Submit to SFUSD: Keep a copy of all documents. Always have proof that they did indeed receive them, i.e. certified mail, date and time stamped when personally delivering, or fax receipt.

Health Benefits: Sign up **now** for your health and dental benefits. Benefits start in September if you sign up before August 20.

Disability Benefits: You are not covered by State Disability Insurance. After exhausting your regular sick leave, you are eligible for extended sick leave, but the rate of payment is your monthly pay minus the daily sub dock rate of \$165.22 for every day of absence. Remember: There is no paid maternity leave. Pregnant and postpartum teachers will get paid leave if they submit a written notice from their physician that they are unable to work. The AFT offers a Disability Income Program and the NEA offers an Income Protection Program for teachers who want supplemental disability insurance. SFUSD also offers a pretax medical savings account plan.

Pay Stubs: Check your pay stubs upon receipt and keep them organized in a safe place. Make sure you are getting paid for the right full-time equivalent (FTE). The contract (Article 11.8) has a year-for-year credit for previous experience up to 11 years.

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. There is a December 1 deadline to submit official transcripts.

Sick Leave: You get 10 days of paid regular sick leave per year. Seven (7) of the 10 days can be used for personal reasons, not just illness. SFUSD requires a doctor's note for more than five consecutive days of absence.

Email: Get a personal email account separate from the one assigned to you by SFUSD. SFUSD has the right to read your district email account and control its use. UESF sends out periodic email blasts with important information about the district and education news. For questions and to update your email address with us, we have a general email: ask-uesf@uesf.org. UESF also has a website at www.uesf.org.

Physician for Work-Related Injuries and Illnesses: Complete a “Pre-Designation of Personal Physician” form for work-related injuries or illness now. If you do not do this and are injured or ill on the job, SFUSD can designate a medical provider instead of your own for at least 30 days.

Workers’ Compensation: If you have a job-related injury or illness, notify your Principal immediately. If you have problems dealing with the SFUSD Workers’ Compensation administration, call UESF.

Tenure Track: Under 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. You still have civil and union rights – but always have a union representative there when you meet with an administrator. Do not go in by yourself.

Your Rights: Your rights under the UESF/SFUSD contract and applicable Labor Law take precedence over Board of Education policies. You cannot legally be asked, or required to accept, less than what the contract calls for in terms of your wages, hours and conditions of work. Read your contract and understand your rights. If you have questions, ask us first before SFUSD administrative staff.

Evaluations: Teachers are supposed to be evaluated annually if they are probationary or if they have had less than a satisfactory summary evaluation during the last school year. In general, the only way an unfair evaluation can be challenged is if the contractual timelines and procedures have been violated. Therefore a timely grievance is critical. If there is a successful challenge to the timelines/procedures, the evaluation can be set aside.
Read Article 16, Evaluation.

Grievances: A grievance is an assertion that the employer has not followed the contract. The grievance process in Article 19 of the contract specifies the timelines and procedures.

Layoffs: The State of California funding represents roughly 80% of the SFUSD budget. We had layoffs during the 2010-2011 school year, and there may well be more cuts this year. Teachers should update themselves with the economic situation and can refer to our website for more information.

COPE: Education is Political. UESF has a Committee on Political Education (COPE) to engage in that arena.

Contract Citations:

Knowing our collective bargaining agreement with SFUSD is one of the most important elements to navigating your way through the district. Here are some provisions to first focus on:

Article 7: Days and Hours of Employment for K-12 Teachers

Article 14: Health and Safety

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

Article 14.2.3: SFUSD should provide each classroom with a first aid kit.

Article 14.2.8: No rodents, pests and insects.

Article 16: Evaluation

The contract does not allow for grieving the content of the evaluation. Pay close attention to correct procedures and timelines.

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. Talk with the Union Building Committee first and UESF.

Article 25: Union Building Committee

Article 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 the 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: See pages 106-126