



Negotiations Start as Expected

On Friday, January 5, 2007, we had an informational session with Tom Ruiz at the School District offices, which was defined as an “informal” meeting. That afternoon, we outlined a schedule of dates to meet regarding proposals the Union is bringing to the District.

The main issue our members wish to see resolved is classification equivalence with the City. For many years our members have suffered an increasing disparity between SFUSD salaries and City salaries while serving in the same classification. Under the prior superintendent, the District did not negotiate with any labor representatives for 3 years, and would not meet with us until we dropped our charge at the California Public Employment Relations Board (PERB). Under the new superintendent, Gwen Chan, the employer has changed its position regarding negotiations and has agreed to meet and negotiate with our members.

The District asked for a preliminary list of what we would like to see in terms of changes to the contract in order to “sunshine” them before the School Board as is required under the Educational Employment Relations Act (EERA). However, our primary concern is about wages and the District’s position that they cannot afford to pay comparable wages. Our position remains unchanged — the District simply cannot maintain their position of “inability to pay” and not move to resolve a matter that is of the utmost importance to our members (and their employees). We believe we succeeded in making the District understand that, in the very least, we expect some discussion on how to resolve this matter.

Most all economic matters fall under Article 5 of the prior Agreement with the District, “Compensation and Fringe Benefits.” In this article, various subsections directly affect the wages and amount of pay our members receive through employment at the SFUSD. These subsections also address conditions of work.

We have informed the District that we will propose language changes for the follow articles:

- Article 10, “Subcontracting of Work”
- Article 12, “Holidays”
- Article 13, “Vacation Accruals and Approvals”
- Article 15, “Parent Conferences”
- Article 18, “Grievance Procedure”
- Article 19, “Suspension, Discipline and Dismissal”
- Article 24, “District/Union Liaison Committee”
- Article 28, “Term and Reopeners”

Although many of these articles do not address wages, they do address conditions of work. Another frequent issue at the SFUSD is the lack of commitment from managers and supervisors to address attrition and the impact it has on those employees who stay on to serve our City’s schools, even with substandard pay. With the support of our members, we hope to move the District towards a more fair and equitable position.

PERB Charge Dismissed

On December 22, 2006, the State PERB dismissed our charges against the District. We have since filed an appeal of that decision. (This appeal will not affect our calendar of negotiations.)

The PERB claims that once Local 21 opted for collective bargaining, it established a history of bargaining over wages with the District. Our primary objection to the District’s position is that they have consequently absolved themselves from dealing with District employees in good faith by relying totally on the autonomy they claim they have under EERA. Our position is that the EERA does not preempt or conflict with the San Francisco Charter and that SFUSD has an obligation to maintain the same pay as the City because they are governed by the same Civil Service rules and procedures.

We have sent a brief supporting our appeal to the PERB and we will post a copy to the SFUSD page of our website pending an okay from our attorney.

