

# THE ADVOCATE

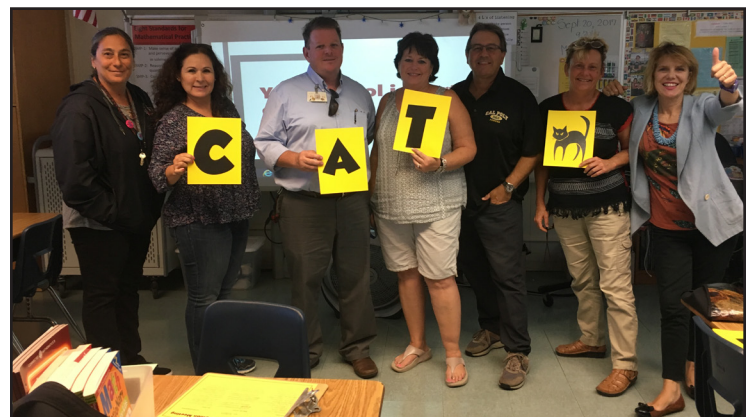
## Joining forces on statewide demands

SDEA members' L.E.A.R.N. bargaining campaign is not the only educator union contract fight ramping up this fall. Facing many of the of the same challenges, education union members from large urban school districts joined together last year to create the California Alliance for Community Schools (CACS) in order to challenge the forces of privatization and to fight for the schools all our students deserve.

Together with more than 50,000 union members, we commit to reversing the trend of disinvestment in our schools and communities and challenge the rapid expansion of charter schools at the expense of our neighborhood schools and students. Our fight is at each local bargaining table and beyond! CACS union locals organized legislative actions across the state in May, calling for rational charter school accountability,

and brought community partners together from across the state this July in San Diego to develop a collective vision to win.

In addition to organizing locally, we must coordinate statewide. Next month, the largest CACS locals in contract bargaining are coordinating actions that will demand fair contract settlements *and* call for a greater investment in our schools and communities. We can't hold onto our standards or make real improvements to the conditions of teaching and learning if our schools and communities continue to have needed resources stripped away. From SDEA's pop-up picket on Nov. 8 to rallies across California, Los Angeles, Oakland, San Diego and San Francisco are taking action together to send a loud and clear message that our schools are not for sale and that our students deserve more.



CATs (Contract Action Teams) are forming at every school in SDEA as we get ready for the strongest contract campaign SDEA members have waged in years. Members at Kimbrough, Dailard, Roosevelt and Burbank are on board! Is your school?



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## Letters in Solidarity

Lindsay Burningham  
SDEA President

Kisha Borden  
SDEA Vice President



# The state of our union in 2017

An excerpt from SDEA President Lindsay Burningham's 2017 State of the Union Address. Full text available at [www.sdea.net](http://www.sdea.net).

As we all know, life is not without its challenges, and one major challenge comes from the appointment of Neil Gorsuch to the Supreme Court of the United States. In 1977, the U.S. Supreme Court upheld the *Abood v. Detroit Board of Education* decision, which established a public employee union's right to collect "Fair Share". Fair share is the idea that everyone who enjoys the benefits and protections of the union contract should, in fairness, contribute to maintaining the contract. Current Supreme Court rulings acknowledge that it's not fair for some people to get union benefits for free while others pay. Whether it's the legal services that provide members with outside legal representation, or the funding necessary to advocate for the rights of educators and students at the national, state and local levels, our union's ability to collect our "fair share" of dues has been a major component in SDEA's ability to fight back threats to public education that would harm our members and students. The appointment of Gorsuch to the Supreme Court, and Supreme Court case *Janus v. AFSCME*, will change all of that when it is mostly likely upheld in June 2018.

The law would continue to require public sector unions like SDEA to bargain and enforce the contract for everyone, but would allow individuals to decide whether to pay or not pay their fair share for those benefits. The sole purpose of lawsuits like *Janus* and laws that get rid of fair share is to make public sector unions weaker. If you want to see what life looks like for educators without fair share, look at our sisters and brothers in Michigan and Wisconsin, where state legislators have recently killed fair share. Many members think they will get the same benefits without paying union dues, and stop paying. The union then becomes too weak to effectively bargain and enforce the contract. Wages decrease. Health care premiums skyrocket. Basic workplace protections around hours, safety, class size and other supports vanish. Overnight, educators in Michigan and Wisconsin went from having a 150-page contract to a 15-page handbook, which in one local required female teachers to wear skirts

and pantyhose to work. I don't want my employer dictating what I wear. Do you? If SDEA members don't band together to protect our union, this could be our new reality within a year.

Unlike Michigan and Wisconsin, who faced these attacks overnight, we know they are coming. We have time to prepare and we have time to stand together, stand united and stand up for our union and public education. The challenges we face today are not unique to these times we live in. This union has faced similar challenges before, and we've always come out the other side stronger and better equipped to represent our members, students and public education.

But, if we are to succeed in our endeavors, we will need to evolve, and we are going to need everyone! It is not a matter of if, but *when* public sector unions will lose fair share fees, with the strong likelihood that it will happen around June 2018. At the same time, schools in San Diego Unified face a steady decline in enrollment due to charter schools. The solution to both these problems is one and the same... We must **organize!**

We must **organize** to build a union so powerful that every member understands the value of their membership, and we must **organize** with parents in our school communities so that they understand the value of their local public schools.

If we want an organizing union, we must create leadership and staff structures that allow and support organizing. We cannot continue to have a handful of members and staff doing all of the work within our school sites and our union. We must walk the hallways of our buildings, talk to our fellow members, build relationships and get them more active and engaged in the work we all do.

Our success and the future of our union is, and always will be in our ability as union members to unite in defense of ourselves, our students, our communities and the future of public education. We are over 6,000 members, every one of us connected by our profession and passion for public education.

**Together we are stronger!**

*Lindsay Burningham*  
**Lindsay Burningham**  
SDEA President

*Kisha Borden*  
**Kisha Borden**  
SDEA Vice President

# Too many meetings?

The union contract says that the balance of the 40-hour workweek includes attending “a reasonable number of meetings” (among other duties). But what’s a reasonable number of meetings? A Memorandum of Understanding bargained between SDUSD and SDEA clarifies this murky language. It says that during a given month, staff may be required to attend one staff meeting, one grade level/department meeting, and one standing committee meeting (SGT, SSC, etc.).

A meeting that is held within the 6-hour 35-minute workday does not count as one of those three meetings. This means that meetings held during modified days do not count toward the three meetings described above. However, if the meeting occurs after or extends beyond the 6-hour

35-minute workday, it counts!

Also, remember, that at the elementary level it is permissible to hold meetings on no more than one modified day per month, unless the union members vote to use a second day for such purposes. During the two weeks prior to the date that reports cards are due, there may be no meetings on any modified days at elementary sites.

If your meeting rights are being violated, contact your site Association Representative and have a union meeting! The next step is an informal meeting with your administrator. Your AR should work with a SDEA Contract Specialist to resolve any issues that are not resolved informally, because violations of the meetings MOU have an additional resolution step before a grievance can be filed.

**SDEA Members Easily Get Pre-Approved Today!**



**NEW TEACHER PACKAGE\***

**INCLUDES:**

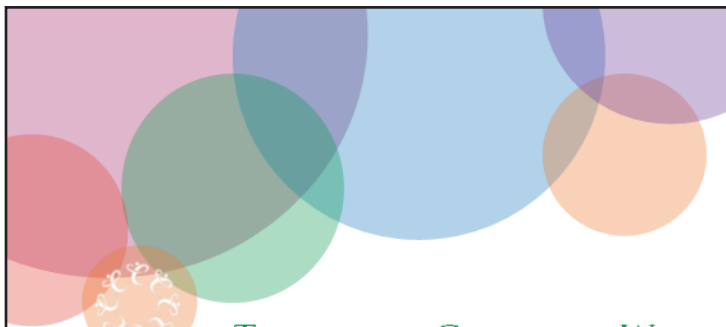

<input checked="" type="checkbox"/> <b>\$35,000</b> Auto Loan	<input checked="" type="checkbox"/> <b>\$5,000</b> Fixed-Rate Platinum Visa	<input checked="" type="checkbox"/> <b>Convenient</b> Checking Account
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**THINGS TO CONSIDER WHEN CHOOSING YOUR HEALTH CARE PLAN:**

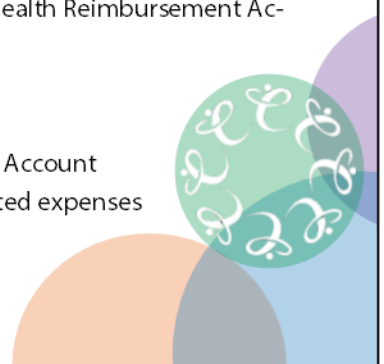
- Do you take any regular medications or prescriptions?
- Do you have a preferred Primary Care Provider (PCP)?
- What medical group is your preferred provider in?
- Do you see any specialists that are outside of your PCP’s medical group?

- What are your medical needs for the coming year? Do you plan to get pregnant, have surgery, etc?
- Do you have a dependent outside of the covered area?
- Does the plan include a Health Reimbursement Account (HRA)?

**DID YOU KNOW:**

The **VEBA UnitedHealthcare Alliance** plans comes with a preloaded Health Reimbursement Account debit card. This card is VEBA funded and available for immediate use to cover medical related expenses such as coinsurance and prescriptions.

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