

SDEA is First Teachers' Union in CA to Win Workload Protections!

Understanding Our New Workload Rights and How to Enforce Them

Our new workload rights give us power over our workload for the first time! For years we've struggled with unreasonable workloads, as SDUSD heaped more meetings, additional trainings, new assessments, benchmarks, report cards, and more upon our plates. We've won the right to say, "NO MORE!"

Both Retroactive And Future-Looking Workload Rights

Union members on the SDEA bargaining team took a two-pronged approach to workload protections: (1) looking backward to resolving the sharp workload increases we experienced in 2008-09 and (2) looking at present conditions and anticipating future needs with new contract language. The 2008-09 protections address three discrete issues: Standards-Based Report Cards, Data Director and benchmarks/assessments. The new contract language that will protect our workload now and in the future is, unlike the 2008-09 protections, very broad in its scope.

Workload Rights –Moving Forward

Our new contract rights on workload that can be applied now and in the future state:

"All terms and conditions of employment impacting the workload of any certificated job class within the bargaining unit at the grade, department, program, school or district level, shall be maintained at not less than the highest minimum standards in effect at the time this Agreement is signed [November 18, 2009]. This Agreement shall not be interpreted or applied to deprive unit members of professional advantages heretofore enjoyed unless required by law or authorized by the provisions of this agreement."

What To Look For – Examples Of Workload Rights Violations

- A. In January 2010, your principal announces that when benchmark scores come in, all teacher must create a visual aid or poster that displays their students' results. Teachers have not been required to do this in the past, so it is new work and is in violation of our workload rights.
- B. You've always been able to use the 20 minutes between your required report time and the first bell at your discretion

to do tasks to prepare for your day. In February 2010, the principal announces that all teachers must use that time to supervise students outside before school starts. This is a new supervision duty that takes away from your time to complete other necessary work, so it is in violation of workload rights.

- C. In December 2010, the principal announced a new policy requiring teachers to call a student's parent in the case of any unexcused absence, and to keep a log of such contacts. Vice-principals, not teachers, have done this in the past, so it is new work for teachers and is in violation of our workload rights.

How To Enforce Workload Protections

1. The AR and one or more members should immediately meet with the administrator to confront the violation of our workload rights.
2. If the administrator does not immediately rescind the order, the AR should immediately contact an SDEA Contract Specialist with an outline of the problem.
3. SDEA staff must notify SDUSD within 20 workdays of becoming aware of the decision that led to the violation.
4. SDUSD must attempt to resolve the disagreement with SDEA staff and members.
5. If a resolution is not reached within 20 workdays of the date SDEA notified SDUSD of the problem, SDEA staff will work with the site's AR to initiate the grievance process.

What does the workload protection legalese really mean?

All SDEA members have the right to maintain our workload at its level on November 18, 2009. Changes that require more work or more work time cannot be implemented, whether those changes come from SDUSD, our school, program, department, or grade level.

How Do I Learn More?

Because of our organizational focus on supporting ARs and site-based organizing, the SDEA staff is preparing site and regional trainings on our workload rights. To sign up for training at your site or in your area, ARs should contact their SDEA Field Organizer.



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