

Substitute Voice

March—April 2018



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#MeToo: Bringing the Movement into Contract Bargaining

By Stan Strasner

Last year, the election of Donald Trump was a huge setback for the women's continued struggle for equality. Trump appointee, Betsy DeVos, rolled back Title IX protections against sexual assault in schools. Trump appointed Supreme Court Neil Gorsuch which cleared the way for the upcoming Janus decision to greatly weaken public sector unions. Federal protections for women and all working people have been under attack with a new voracity.

The election of Donald Trump was the straw that broke the camel's back for millions of women and their allies who participated in the historic Women's March of 2017. It was the catalyst of the #MeToo movement where powerful bosses were taken down for serial sexual harassment and assault. All this points to the revival of a women's movement in the United States.

Seattle Education Association (SEA) is 80% women. As we know, there's a legacy of sexism that haunts the field of education. There's a history of powerful men deciding that educators don't deserve the same compensation as other professions. It's well past time to challenge sexist ideas. The MeToo moment is a perfect time to address these issues. So how can SEA bring the MeToo movement into bargaining?

Recently, SEA bargained with the Seattle Public Schools over how to implement the sub sick leave which was won through Washington State Initiative 1433. A part of this new sick leave requirement was also safe leave from sexual harassment and domestic abuse. Other employees in the school district already accrue sick leave at a rate of one hour per 20 hours worked. Subs are only accruing sick and safe leave at a rate of one hour per 40 hours worked. Going into bargaining, a question of equity arises. Don't subs deserve the same rate of 20 hours worked to provide adequate time for health care and safe leave from harassment and domestic abuse?

What current contract language around sexual harassment or discrimination needs to be strengthened? What's missing in our contract? Please bring your ideas to the Sub Association. Email us at SeattleSubs@gmail.com or come to our monthly meetings.

Know Your Contract By Karin Engstrom

Searching through the 2015-18 Certificated and Paraprofessional Contracts using the words "harassment", I found the following sections relating to employees:

Certificated Non-supervisory Contract

Preamble

F. The following beliefs by all the stakeholders are fundamental to developing a vision for success, and to realizing that vision:

6. We will provide a safe and healthy environment where discrimination, intimidation and harassment are not tolerated by or toward students, families, community, or school employees.

Continued on next page

WELCOME, TIM KOPP

Tim describes himself as a “reflective disruptor”. Born in Lancaster, Pennsylvania, he is the eldest of five, with three brothers and one sister. He began teaching Middle School in Minnesota in the mid 1970’s where he taught for four years. He, his wife and child moved to Alaska in 1980 where he managed print shops. He returned to education in 1988. He states, “I’ve been a farm laborer, feed mill worker, delivery truck driver, dishwasher, film developer, taxi driver, liquor store clerk, hydraulic tube cutter, metal worker, community theater technical director, business manager, teacher, and now a labor representative. So, I know a bit about work.” He holds an M.Ed in Curriculum and Instruction.



In Southwest Washington, he was a teacher at Naselle Youth Camp School in Southwest Washington. During that time, he was an active member in his local Uniserv Council serving as President, Bargaining Chair, Grievance Officer and member of the WEA Board. He served on WEA’s CIA (Change, Innovation and Achievement, a policy committee of members and staff). This committee tracked changes in evaluation, certification, and the prototypical schools model and provided information to governance and lobbyists. The committee also demonstrated the value of public schools and the problems with charter schools. As an extension of the CIA work, he participated in the PG&E Taskforce (Professional Growth and Evaluation).

He served 7 years on the NCATE Board of Examiners (National Council for the Accreditation of Teacher Education). He went out with teams twice a year to visit programs, reviewing their evidence on six standards, and making recommendations about accreditation. Added to his credits, he served with the Professional Education Advisory Board (PEAB), a state level accreditation for educator preparation programs. Washington State requires that all schools must have an advisory board that includes half of the members being working professionals in the fields that the program prepares educators for. He chaired the PEAB at Tacoma Community College that worked through Lesley University to create and implement a residency program to certify Tacoma para’s as elementary and SPED teachers. He stayed with PEAB through the first graduating class.

He came to SEA in 2011 where he has served as advocate, arbitrator, bargaining and organizing activities of our union. He now serves Zone 5, the SPED & PG&E Taskforces, and Substitutes.

His favorite color is the blue(s). Asking him what his favorite food is, he says his son would tell us that he will eat anything and like nothing! But Tim’s retort is that it’s true, but not true! He is the Dad of three sons, four grandsons and two more grandchildren on their way. He likes to build, travel and eat when not working! His destination for travel is taking to the road to see where it goes. I asked him about pets and he stated that he took care of his son’s dogs for years, but now enjoys his freedom without pets and having to make end of life decisions.

Know Your Rights:

Article III: General Rights and Responsibilities SECTION B: NONDISCRIMINATION RIGHTS

There shall be no unlawful discrimination against any employee or applicant for certificated employment by reason of race, creed, religion, color, marital status, gender, sexual orientation, gender expression or identity, age, disability, use of a trained guide dog or service animal, national origin, veteran or military status, or because of their membership or non-membership in employee organizations or in their exercise of other rights including union representation under Chapter 41.59 RCW, Educational Employment Relations Act. Sexual harassment is recognized to be a form of unlawful sex discrimination.

1. The SPS is committed to treat all sexual harassment complaints with respect and confidentiality regarding the personal privacy of all concerned parties. Procedures for handling sexual harassment complaints will be in accordance with SPS's sexual harassment policy.
2. Retaliatory action against anyone filing a complaint of sexual harassment is strictly prohibited.
3. There shall be no discrimination against any employee in respect to assignment, promotion or condition of work due to high position on the salary schedule.
4. Employees are entitled to full rights of citizenship and the proper exercise thereof shall not be grounds for any discipline or discrimination against an employee.
5. There shall be no discrimination against any employee for using the grievance procedure.

Paraprofessional Contract

Preamble is the same as Certificated

Article III: Rights and Responsibilities Section D: Nondiscrimination and Citizenship Rights Similar to Section B

Section J: Sexual Harassment

It is the SPS's desire to have a work environment free of sexual harassment. Procedures for handling sexual harassment complaints will be in accordance with the SPS's sexual harassment policy.

1. The SPS is committed to treat all sexual harassment complaints with respect and confidentiality regarding the personal privacy of all concerned parties.
2. Retaliatory action against anyone filing a complaint of sexual harassment is strictly prohibited.

See:

SPS Policy No 5207: Prohibition of Harassment, Intimidation and Bullying

Interview with a member of Teamsters 174, Todd Larson

Edited for clarity by Matt Maley

Can you briefly describe what this strike was about?

First off driver pay was not an issue. We ratified our contract with First Student last year regarding pay, starting pay from \$14.00 an hour to \$18.00 an hour; top scale went up to \$25.00 by 2020. This sounds pretty good, however it still takes nine years to reach top scale. In the last bargain medical benefits and retirement were not addressed. First Student agreed to negotiate these issues over the summer after they were awarded the contract by the school district. First Student was not negotiating in good faith and let negotiations drag on. Their initial offer of medical insurance paid 80% by the company with a \$2,500 deductible, and nothing for retirement was refused by the drivers. They also offered nothing to insure the children and spouses of the drivers. This resulted in a one day strike in November and the seven day strike that just ended.

It seems this strike was really a victory for the bus drivers; what was won for workers in this latest contract?

Next year insurance will be available with a \$1,350 deductible. First Student will pay 82% of the premium, with drivers responsible for 18%. By 2020 insurance will be available for dependents also at an 80/20 split. For retirement they agreed to start paying 50 cents an hour in the Pacific Coast Benefit Trust, going up to \$1.00 an hour in 2020. All of these concessions by the company are very modest compared to the benefits received by other bus drivers in the state. We consider it a victory because they were adamant about giving us nothing. This new contract represents the best deal any bargaining group in North America has received from First Student.

What role did the community play in this strike? Were people generally supportive?

The support we received from the community was awesome. I never heard anything negative from parents. The support of the teachers, the mayor and the city council really pressured First Student to make a deal. I have been a Teamster for forty years, and this was my third strike. In my mind the outcome was never in doubt.

What advice would you give for other First Student drivers across the country who are also looking for better contracts against the company?

The school district has to share some of the responsibility. When First Student was negotiating their contract with the district they knew they still had to address the issue of benefits with the union. They made an offer that included money for benefits, but the district said it was too expensive, and to come back with an offer that didn't include benefits. This was in spite of the fact that First Student was the only company that bid for the contract. As for our success in the strike, the deciding factor was our ability to limit the number of drivers who crossed the picket line. They needed about half of the drivers to cross, then a day by day increase. When that didn't happen they had already lost. Paying striking drivers out of the Teamsters strike fund made this possible. There are never enough drivers. They are constantly recruiting and training new drivers. When workers realize they can't be replaced, they realize how much power they have to negotiate fair compensation.



Meet Justin Vinson, our delegate to the Martin Luther King, Jr. County Labor Council

My name is Justin Vinson, I'm a substitute educator and I've been a member of the Seattle Education Association (SEA) for almost 3 years and a member of the SEA and SSA Board of Directors for the union since September of 2017. One of my duties also includes attending the Martin Luther King County Labor Council (MLKCLC) meetings as a delegate for SEA. The MLKCLC represents 100,000+ men and women from over 150 organizations including the SEA. I was appointed to this position during the summer of 2016.

As your delegate I'm excited to report that in coordination with the leadership of our union I was able to get the SEA resolution celebrating a Black Lives Matter at School Week of action passed through the MLKCLC. The MLKCLC encouraged its members to wear Black Lives Matter shirts to their workplaces the week of Feb 5th-9th in support of our black students and in solidarity with the SEA and others in the national call for Black Lives Matter at School Week.

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<https://www.facebook.com/groups/SeattleSubs/>

Mark Your Calendar

- ⇒ **Sunday, March 4, 2018 ParaSub Gatherings**
1:00 pm—Broadview Branch Library
3:30 pm—Beacon Hill Branch Library
- ⇒ **Thursday, March 22, 2018 4:30-7:00 pm**
SSA General Meeting at SVI—Seattle Vocational Institute
Notice & RSVP will be sent by the Sub Office & SSA
- ⇒ March 14th—possible Women's March and rally in response to the Florida school shootings.
- ⇒ March 24th—hopefully Seattle students will organize a march in solidarity with the Marjory Stoneman Douglas HS student march on Washington, DC
- ⇒ **Sunday, April 1, 2018 ParaSub Gatherings**
1:00 pm—Queen Anne Branch Library
3:00 pm—Montlake Branch Library
- ⇒ **Thursday, April 26, 2018 4:30—7:00 pm**
SSA General Meeting at SVI—Seattle Vocational Institute

What's inside?

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Know Your Contract Karin Engstrom

Meet Tim Kopp, our Uniserv Rep

Interview with a member of Teamsters 174, Todd Larson Matt Maley

Meet Justin Vinson, our delegate to MLKC Labor Council

Paraeducator Substitute Journal:

How Will the New Federal and State Paraeducator Requirements Affect Seattle's Substitute Para's? Robert McKay

Reflection of Substitute Paraeducator Molly O'Neil