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Acalanes Education Association

# Newsletter

## JANUS CASE WILL BE HEARD

In September, the Supreme Court agreed to hear the Janus case. From the New York Times, September 28 2017 (Adam Liptak): "The court will consider whether public-sector unions may require workers who are not members to help pay for collective bargaining.....A ruling allowing workers to refuse to pay the fees would be the culmination of a decades-long campaign by conservative groups aimed at weakening unions that represent public employees."

The Janus case, like the *Friedrichs v. CTA* that was heard by the Court shortly after Anthony Scalia's death directly challenges public sector unions' ability to charge fees to cover operating costs. Like the plaintiffs in the *Friedrichs* case, the plaintiffs in the Janus case are arguing that charging "fair share" fees to employees who opt out of the union is an infringement of their first amendment rights under the Constitution. The right to charge "fair share" fees was first established in the 1977 Supreme Court case *Abood v. Detroit Schools*. The theory is that since unions are compelled to represent all workers in a unionized workplace everyone whether or not in the union benefits from union activity. Therefore, according to *Abood*, non-union members can be required to contribute to the union to cover operating costs (like the costs associated with the collective bargaining process); i.e. their fair share.

AEA, like all public sector unions, is very concerned about the ramifications of this case. AEA pays stipends and for release time for AEA reps and officers to work on your behalf. We work with the District to improve working conditions and we advocate on behalf of our members. (For example, this year we have been spending hours to make collaboration and academy work for our members, and, changes are coming.) Our

negotiators are working on salary increases for our members as well as and contractual adjustments and changes to better protect our members and meet legal requirements.

A few examples of what we have been able to negotiate for our members includes

- a total of 12 sick and/or personal necessity days each year that roll over if they aren't used (with a doctor's note required after 3 consecutive sick days or an explanation of why personal necessity leave is needed after 3 consecutive days),
- a limit to extra duty s that full time members only do 3 duties every 2 years
- language that forces the District to negotiate the school calendar with us (we have to mutually agree to it)
- a contract day for working (7:30-3:20)
- competitive salaries, good health care benefits, and the list goes on.

At the state level, CTA does a lot for educators statewide as well as assist local associations like AEA. CTA has been instrumental in protecting the rights of educators, takes the lead in protecting the rights of the children in our classrooms. Some other examples of how CTA has helped us in AEA as well as educators state-wide include:

- CTA provides legal assistance for individual members when needed as well as legal assistance for AEA when we need it (they helped us with new benefits language to take into account our move to SISC so that we would not inadvertently bargain

away rights and protections we had under the old language).

- CTA trains us at the local level about how to read and analyze District budgets, how to effectively negotiate, how to ensure the District is following the contract and the law (and they assist us when the District doesn't follow the contract or law), and how to organize our members if needed. CTA educates AEA (and other local association leaders) about health care, special education, salaries and benefits in other Districts, and the list goes on.
- CTA lobbies at the state level for us. A few examples of state legislation that CTA has lobbied for includes new maternity and child-bonding language, due process rights, our retirement systems (STRS), our right to suspend students from our classes if a problem occurs, the right to assign a grade that cannot be changed by admin or The Governing Board unless was a clerical or mechanical mistake, fraud, bad faith, or incompetency, as well as all the other protections we have in the education code (some states don't have a separate education code).

The Janus case in and of itself would allow people to not have to be a part of AEA/CTA or pay any costs for services that benefit them (like negotiations since non-union members get the same salary schedule increases that everyone else does). AEA would still be the collective bargaining agent but without the funds to pay for stipends and time, we won't have the cadre of well-trained people with the time to do the things, like negotiating and advocating that keeps our salaries and working conditions competitive relative to other Districts.

Our CTA President, Eric Heins, said it best. *"Janus v. AFSCME* is a case with far sweeping implications for working families, our students and the communities we serve. *Janus* is simply the culmination of decades of attacks on working people by corporate CEOs, the wealthiest one percent and the politicians that do their bidding to rig the economy in their favor, and its outcome could further send our country in the wrong direction. The forces behind this case are the same forces that have pushed for privatizing public education and

limiting voting rights, as well as attacked immigrants and undermined civil rights protections."

Here is a link to an article that articulates the issues presented in this case. The Supreme Court is likely to hear this case in the early spring of 2018.

<http://www.insidesources.com/12-things-know-janus-case/>

## CALENDAR COMMITTEE

The School Year Calendar Task Committee, made up of interested parties from AUHSD staff, local middle and elementary school staff, and community members, met at Del Valle on December 7<sup>th</sup>. The committee is drafting a survey for parents, students, and the K-8 community regarding the 2019-20 calendar. On December 14<sup>th</sup>, 2017, AEA rep council will decide if AEA will combine the District calendar survey questions with some AEA specific questions and survey our members in early January 2018. If we do this, we would share the District survey questions with the District and use the AEA-only questions to help guide us when we go to vote on the 2019-20 calendar.

## CTA GUIDE TO DISASTER RELIEF



Resources are available to CTA and NEA members during times of disaster. If your home or school has been destroyed by fire, earthquake or other disaster, the CTA and NEA Disaster Relief Fund can help. With so many of our friends to the north and south of us affected by fires this fall, we wanted to spread the word that some relief can be received. Applications can be found on the CTA website

[www.cta.org/Member-Services](http://www.cta.org/Member-Services) or the NEA website [www.neamb.com/disaster-assistance](http://www.neamb.com/disaster-assistance)

## **A CLOSER LOOK AT OUR CONTRACT**

### **– Bereavement Leave**

Focus of the Month: ARTICLE 7 - LEAVES.

There are many types of leaves afforded to AEA members in the contract (see pages 12-20).

Many questions come up when a family member or someone close to a member dies. A look at Bereavement (7.6) shows us that “each unit member is entitled to 5 days of bereavement leave of absence in the case of the death of any member of his/her immediate family or the death of a person of significance to the unit member. Five additional days shall be allotted if the unit member [has to travel outside the U.S.]” (p.16). If you use personal necessity leave to see someone before they die, you can convert that to bereavement leave as long as your total number of bereavement days is not more than 5 (or 10 if you have to travel internationally). Bereavement leave does not come out of your sick/personal necessity leave. It is a separate leave provided by the District for this circumstance.