

PRESS RELEASE—FOR IMMEDIATE RELEASE

Union Member Files Unfair Labor Practices Against Seattle Education Association and Seattle School District for Contract Changes

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Patricia Bailey, a Seattle teacher, has filed a complaint with the Public Employee Relations Commission against the Seattle Education Association for changes made to the teachers' contract after general membership ratification. SEA leadership is calling the changes "housekeeping." The changes include members' loss of the right to grieve, the tying of teacher wages to levy passage, and the loss of workman compensation benefits. "I wouldn't call bulldozing the living room 'housekeeping,'" said Bailey, a representative to the SEA and former SEA Board member. "If leadership can make these kinds of changes to contracts after ratification, all state employees are in serious trouble."

Robert Femiano, a whistle-blowing teacher, alerted Bailey to the clauses after he was administratively transferred. "Who would pay union dues to have their worker rights auctioned away?" he asked. Only a small minority of Seattle teachers are aware of the changes.

A second complaint was filed against the Seattle School District Oct 28, 2005 regarding the same contract changes.

The following chart outlines 15 changes to the ratified contract discovered so far.

On September 3, 2004, SEA membership approved the 2004-2009 Collective Bargaining Agreement. The Ratification Packet of changes (Final Working Documents) states: *Attached are the concepts, and in most cases, the language, agreed to...*

The following concepts were not included in the Final Working Document:

Current Contract (2004-2009)	Previous Contract (2001-2004)
"The SPS and SEA may agree it is in the best interest...to administratively transfer an employee...When there is such agreement by SPS and SEA the decision is not grievable."(Article VIII, Sec.F1c)	Clause is new addition and not found in previous contract.
The SEA and SPS can mutually agree to place an employee on administrative leave in exceptional cases. (Article III, Sec. C6.) <i>Exceptional cases is undefined.</i>	Clause is new addition and not found in previous contract.

<p>If the Legal Dept. or Human Resources Dept. conducts an investigation and it exonerates the employee, a form will still be placed in your file “that indicates a complaint was made and found not to be meritorious. All other material and notes will either be destroyed or SPS and SEA will have a discussion why or why not the documents should be retained by SPS”. (Article III, Section D3.)</p>	<p>Clause is new addition and not found in previous contract.</p>
<p>“All materials related to an employee’s evaluation, <u>discipline or complaints</u> held at the work location, shall either be transferred to the SPS personnel file or shall be destroyed at the end of the year.” (Article III, Sec.D7.)</p>	<p>“All materials related to an employee’s evaluation held at the work location, shall either be transferred to the SPS personnel file or shall be destroyed at the end of the year.” (Article III, Sec.E2).</p>
<p>“The Labor Relations Dept. may maintain a grievance file which holds documents relevant to the grievance”. (Article X, Sec.H6) Not the same as Article X, Sec.H2</p>	<p>Clause is new addition and not found in previous contract. Clause contradicts new Article III, Sec.D1 “there shall be only two files established”.</p>
<p>“In the event the SPS has a maintenance and operations double levy failure, TRI contracts shall be null and void.” (Article IV, Sec.D8).</p>	<p>Clause is new addition and not found in previous contract.</p>
<p>Language not found in this contract.</p>	<p>“Employees who held positions on the Compensation Schedule for Special and Supplemental Assignments and who were transferred ...shall be given priority consideration for a similar open position the next year.” (Article IV, Sec.B5o.)</p>

Current Contract (2004-2009)

Previous Contract (2001-2004)

<p>Worker’s Compensation: Effective 9/1/06 Employee will receive 100% salary for 60 days, declining to statutory benefits thereafter. (Article VI, Sec.A2)</p>	<p>Employee will receive 100% of salary for duration of injury or occupational illness (Article VI, Sec.A2)</p>
<p>Evaluations: If an employee is removed from the Professional Growth Cycle and place on the Performance Cycle “the decision is not grievable”. (Article XI, Sec.D4a)</p>	<p>New language was not underlined in ratification packet, as required. Also was not in “Highlights of Tentative Agreement” handout.</p>

<p>Employees who will be out “on sick leave for 10 consecutive days must notify Human Resources...if the need is ongoing, a written application shall be made...” (Article VI, Sec.A1e)</p>	<p>Clause is new addition and not found in previous contract.</p>
<p>Language not found in this contract</p>	<p>“Certificated Non-Supervisory staff may roll over up to two days of unused personal leave into their sick leave account.” (Article VI, Sec.A1g)</p>
<p>“An employee unable to perform his/her duties because of medical disability shall be eligible for leave without pay” (Article VI, Sec.B1a)</p>	<p>“An employee who is unable to perform his/her duties because of <u>personal illness, disability caused by childbearing</u>, or other medical disability may apply for leave...” (Article VI, Sec.B1a)</p>
<p>“An employee who has been granted leave for health conditions will be returned to service by <i>applying for positions</i>...if no site-based assignment is available the employee will be placed in the displacement pool” (Article VI, Sec.B1c)</p>	<p>“The employee who has been granted leave for health condition will be returned to service when a suitable <i>assignment is available</i> based upon the employee’s training and experience” (Article VI, Sec.B1d).</p>
<p>The conditions for “direct reassignment” (Article VIII, Sec.C5) are undefined and without discriminatory safeguards.</p>	<p>(The language was in ratification packet.) <i>Is a direct reassignment voluntary? If not, what are the employee’s rights? If so, what is the procedure for applying?</i></p>
<p>Senior Substitutes shall be able to participate in District sponsored medical insurance plans. “Eligibility shall be for the subsequent year...having worked at least 90 days in the prior year” (Article V, 6)</p>	<p>Eligibility clause is new addition and not found in previous contract.</p>