

Fontananan

Volume 38, Issue 2

November 2017

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President's Message

by:
Curtis Olson,
F.T.A. President



If you haven't said it yourself, you've had someone say it to you: "I wonder what the union is gonna do about that?" Right? The union is those guys over there. You know the feeling. You just know that the union is out there, protecting you, doing stuff, like, union stuff.

Certainly, it can feel that way. But, that's not how it really is. The "union" is the Fontana Teachers Association. Note, dear reader, how the word "Teachers" is plural. It is not possessive. The Association does not belong to the Teachers (or, really educators, to be precise). Instead, the Teachers ARE the Association. It is an Association of Fontana Teachers. That's the union.

Looking for a little light reading to peruse this Thanksgiving Break? May I recommend our Association Bylaws? The Bylaws are the document that defines the structure and roles of the Rep Council, the FTA officers, the Executive Board and the various committees at FTA. It's scintillating reading!

According to our Bylaws (which, if one were so inclined, can be downloaded from the fontanateachers.org "downloadable documents"), the FTA is a democratic organization. But, those aren't just words. Every site gets a Rep elected to attend the Rep Council. Larger sites get more Reps depending on how many members work there (we refer to the people in the union as members). And, the Rep Council is the group that sets the policy and direction of FTA. They are your voice to the union leadership.

The Rep Council is the backbone of our Association. Their power comes from all of the membership. So, the FTA really is democratic since the people elect the leadership and the representatives who set the direction of the union! Every single "union person" is a teacher or counselor or other educator in Fontana Unified. That's the union, all of us, all 1,800 (give or take) of us. And that's where our strength is, in the fact that we are all in this together.

The following list can be found in those same Bylaws mentioned above.



The primary purpose of this association shall be:

- To represent its members in their relations with their employer, and to seek to be the exclusive representative of appropriate units of school employees in all matters relating to employment conditions and employer-employee relations including, but not limited to, wages, hours, and other terms and conditions of employment;*
- To form a representative body capable of developing group opinion on professional matters to speak with authority for members;*
- To provide an opportunity for continuous study and action on problems of the profession;*
- To promote cooperation and communication between education support professionals and certificated educators;*
- To provide a means of representation for its ethnic-minority members;*
- To promote professional attitudes and ethical conduct among members;*
- To encourage cooperation and communication between the profession and the community; and*
- To foster good fellowship among members.*

Did you skip over the list? I don't blame you. It wasn't personal. That list just looks boring. I read it, though, just for you. And, to summarize, the FTA's purpose is to represent members in negotiations with the district, to speak for our members, to help members be better educators, to work with other people working in the district helping us educate, to help ethnic minority teachers be heard, then generally to help members get along with each other and with the community, and have a little fun. That last one is the best.

So, what *is* the union going to do about that?

This is your union. What are you going to do about that? We need as many of our members as we can get to get involved because our association's strength is directly proportional to the number of members who are involved. Run for site representative. Join a committee. Attend one of the many trainings offered at FTA. There are a lot of things that need to be done and lots of committees that need help. Get in, get involved, and do something about that.

BEREAVEMENT

Article 12.9

Bereavement & Imminent Death Leave

Unfortunately, many of us will have to use bereavement leave at some point in our teacher career. Bereavement allows for 3 days leave of absence with pay due to death in the immediate family or 5 days if you need to travel more than 600 miles round trip. These days do not come out of your sick days. Who is included in "immediate" family? That information is found in 12.6.2 of the contract. There is a list there of immediate family as defined by the contract. The definition includes "any relative living in the immediate household of the bargaining unit member."

The other part of the article is the aspect of imminent death leave. This section (12.6.3) allows a member 3 days of leave without loss of pay in any 1 school year due to serious illness or accident, with death imminent, of an immediate family member as defined by the contract. Medical verification shall be required to substantiate imminent death leave.

by:
Connie Verhulst
F.T.A. Vice President

CONNIE'S CORNER

Oh the school year is flying by
I am enjoying it and that is no lie
My class is super nice
And so far there has been no lice
They are really good at reading
Math skills are what they are
needing
We're getting there bit by bit
Light bulbs are being lit
I hope your year has been good
Going fast as it absolutely should
Vacation is coming fast
A week at Thanksgiving at last
With the next break not far behind
Three weeks to relax and unwind
After that it is all down hill
Until summer break and time to
chill
So enjoy each and every day

Law & Order: Grievance

by: Glennon Poirier - Co-Chair, Grievance Committee

VOICEOVER: *IN FONTANA UNIFIED, ADMINISTRATORS, DUE TO MISUNDERSTANDING OR MALICE, OCCASIONALLY INFRINGE ON THE RIGHTS OF THE MEMBERS OF THE FONTANA TEACHERS ASSOCIATION. WHEN THEY DO, THE GRIEVANCE TEAM, A GROUP OF FTA MEMBERS DEDICATED TO DEFENDING YOUR RIGHTS AS PROVIDED BY THE CONTRACT SPRINGS INTO ACTION. THESE ARE THEIR STORIES (WITH NAMES, EVENTS AND OTHER IDENTIFYING DETAILS CHANGED TO PROTECT CONFIDENTIAL AND PRIVATE PERSONAL INFORMATION).*

SFX: CHUNG-CHUNG!

The member met me at the FTA Office on a typical Fontana Day: breezy, hot, and awash in sunlight. We introduced ourselves and sat down to talk. He had contacted the office, concerned, because his principal was asking a lot of the teachers at his school. I took notes and asked questions.

Mr. Ling has been teaching for 15 years, 6 of which were in another district. His current assignment is at a middle school and he teaches science and math. He began:

"Last year, our principal applied for and got a special grant to implement rigorous classroom instruction with technology. The grant was very specific about standards and use of the tech. We had a lot of work to do to rewrite curriculum, plan lessons, and create instructional materials. Deadlines have to be met or we will lose the grant. This year, our principal, Mr. Haines, said we have to use all of our minimum days to work on the grant, even member-directed days. He made a joke that he hopes nobody 'snitches' to the union."

"Which you are doing now," I interjected.

He laughed, "Which I am doing now, yeah."

"According to the contract we negotiated for the 2016-2017, this can happen if members do it voluntarily. Let's look at the contract," I said.

The "contract" online doesn't have the updated language yet, so we went to the tentative agreement draft which we found under downloadable documents on the FTA site. We scrolled through the pages on a tablet screen.

A few years ago, FTA negotiated with the District to have weekly minimum days for professional development and preparation work. The agreement was part of the 7.5 hour work day change to the contract. That deal said that the

district and members would split, roughly, 50/50 the minimum days. Half of them would be for administrators to use for professional development work and the other half would be for members to use as prep time. It says the following in Article 14, Work Year and Work Day:

"Preparation Period" shall mean member-directed time during which bargaining unit members may carry out activities reasonably necessary to fulfill their essential instructional and professional duties, as set forth in Section 14.2.2.1, including, but not limited to, reviewing and assessing student progress, teacher planning, preparing materials, collaborating with other bargaining unit members, and arranging the classroom or work area.

Article 14.7 as newly negotiated (well, new since 2016, anyway) echoes the kinds of things a bargaining unit member can do during member-directed minimum days. Basically, the prep time during a minimum day is the same as our prep period (if we have one). Article 14.7 also states that meetings that are due to an unforeseen emergency circumstances or activities voluntarily undertaken by the member shall be exceptions to the member-directed activities.

"So, that means, if we agree to it, we can work on the grant during member-directed days," Mr. Ling clarified.

"Right," I answered. "Members can choose to work on the grant."

"What if the principal tells us to do it but we have too many other things to get done. I have some grading I need to catch up on."

"Then you should be able to do that. It's your time. They can only tell you what to do with that time on Admin-directed days."

"The thing is Mr. Haines never really says we have to work on the grant. But, he stopped me in the hallway the day before and suggested it. It was pretty clear he expected me, and the others to do it."

"Yeah, that's a pretty common tactic. The administrator knows they can't really take the time from you. So, they make it seem like you should do it—"

Law & Order: Grievance

“—Or else,” he finished my sentence. I nodded.

“Has anyone been written up or disciplined for not working on the grant?” I asked.

“No, no one that I’m aware of. But, last year, one of the teachers that didn’t want to work on the grant had to change classrooms and grade levels.”

“Did the principal say that they were moving because they objected to working on the grant?”

“No. But most people thought it was because of that. Nobody else had to change their classroom. She got sent to a room that was empty because the other teacher retired.”

I sighed. That’s one of the tougher things to prove, that an administrator is punishing you by changing your assignment or classroom. And moving classrooms isn’t even a negotiated item. It’s true that you can’t reassign a teacher for punitive reasons, but you need to be able to prove that happened. In this case, the principal just relied on the staff to make the assumption that it was punitive, which it probably was.

“So, what we have is an administrator who will punish anyone who doesn’t want to work on the grant during their member-directed time?”

“That’s how it looks to me,” Mr. Ling said, shaking his head. “What can we do?”

“Do you want to file a grievance?”

Ling looked down and was quiet, thinking. “I don’t know. I mean, I don’t think it’s right. But, I also know the grant is important.”

“And, we don’t have proof that the administrator is directing members to break the contract. We would need either something in writing, or multiple members to grieve so that they could corroborate each other’s stories.”

“Or?” Ling asked.

“Or just go along with what the administrator wants. It violates the contract, but if no one complains and no one wants to grieve, no one has proof or will stand up to testify that this happened, that the administrator is forcing them to give up their time, then you kinda have to do it. Additionally, you should never be insubordinate. Work first, grieve later. Take notes and document everything. Maybe you won’t grieve now, but maybe later

grieve later. Take notes and document everything. Maybe you won’t grieve now, but maybe later you’ll have proof or other members will come forward.”

Ling understood but he was disappointed. As was I. It was the kind of thing that made me nuts. Contract violations by administrators who know better is frustrating to see when you can’t do anything about it. The thing is, the contract is an agreement between us and the district. They agreed to it. They should follow it. We have to protect and defend the contract or else the administration can try to make the argument that past practices show members don’t mind giving up their member-directed days.

I shook Ling’s hand and walked him out to the door. Neither of us was happy. Unfortunately, as it stood, that administrator was going to get away with violating the contract. Sometimes we forget that unions were forged in blood and protest. From time to time, we have to stand up and speak truth to power, to insist they follow the contract they made. One of those ways is to file a grievance. And, it’s true that administrators might retaliate against us. But, that’s a whole other situation. That’s a PERB violation because we have the right to organize and to protect the contract we negotiated. It is our federal right to be in a union and protect our union rights.

I watched Mr. Ling’s sedan pull away and turn north on Sierra Ave. I couldn’t help him today. And that fact was no comfort. But, I knew that there’d be another day and another member with problems to solve. There will always be contract violations and when there are, they will call the Grievance Team.

SFX: CHUNG CHUNG!
ROLL CREDITS. FADE OUT.

**NEVER
apologize
for being
UNION**

F.T.A. EMAIL ADDRESSES

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Grievance	grievance@fontanateachers.org
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Moved Recently? Name Change?

Please email the F.T.A. office at:

ftaoffice@fontanateachers.org

with your updated
membership information.

Thank you!

Early Notification of Retirement or Resignation

Permanent union members desiring to retire or resign at the end of the 2017-2018 school year shall receive a \$2000 early notification bonus if they submit an irrevocable retirement or resignation notice to Human Resources by:

4:00pm

January 12, 2018

Current Transfer Period
September 15, 2017
through
February 28, 2018

Voluntary Transfers



- Any vacancy occurring after the first 6 weeks of instruction will be posted at the site and concurrently throughout the district and on Edjoin. Priority will be given to unit members at the site.
- If the position is not filled by someone at the site, the 5 most senior applicants either in the transfer Pool or from new transfer requests will be offered an interview to fill the vacancy.
- As provided by the contract (Article 8.10), the District can exercise its right to hire an external candidate.
- Transfer Pool applications for the 2017-2018 instructional year expire March 1, 2018.
- Transfer Pool for 2018-2019 school year will open on March 1, 2018.
- If you need help obtaining and/or filling out a transfer request form, please contact your site rep or the F.T.A. office at (909) 829-0940 (or at ftaoffice@fontanateachers.org), so they can connect you with the union director assigned to your school.

FYI



FTA Members Only Page

~~August 11~~
~~September 8~~
~~October 13~~
~~November 5~~
December 8
January 12
February 2
March 9
April 13
May 11

TGIF DATES
Pancho Villa's

~~August 16~~
~~September 13~~
~~October 11~~
~~November 8~~
December 13
January 17
February 14
March 14
April 11
May 9

REP COUNCIL
FTA Office



\$9.00



\$8.50



\$8.00

Cash Only

MOVIE TICKETS
FTA Office - Restrictions Apply



Fontana Teachers Association

**16850 Seville Ave.,
Fontana, CA 92335**

**phone (909) 829-0940
fax (909) 829-0466**



You spend your time helping
students prepare for a
successful future—CTA wants
to help you plan for yours.



Come join us...

Thursday, **November 16, 2017**, from **3:30 - 4:30 p.m.**
at the FTA office: **16850 Seville Ave., Fontana**

RSVP to ftaoffice@fontanateachers.org by Monday, November 13, 2017.

You will discover...

- Why you need to save for retirement
- How a 403(b) retirement plan works
- Why CTA created a retirement plan for you
- How easy it is to get started

Our Plan. Our Union.

Dana Madhavan, our CTA RSP Representative, can provide in-person enrollment training for you.

Dana Madhavan, CFP®, RSP Education Consultant*
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*Dana Madhavan is a RSP Education Consultants are registered with Hewitt Financial Services LLC, a broker/dealer, member FINRA/SIPC