We are in the home stretch now, with mere days remaining in the school year. The membership survey by our Negotiations Team is in progress and the Team itself recently finalized negotiations with the district. The ratification process will begin shortly. There are often many members who suggest, in the survey and in other communications, that we should get rid of Article 7, the No Strike Clause in the contract.

It sounds appealing. After all, one of our most powerful weapons as a union is to strike. The threat of a union action looms over the heads of the district and its effectiveness has been proven most recently in strikes by Los Angeles, Oakland, Arizona, and West Virginia. Clearly, many members think, agreeing not to strike seems self-defeating.

There is a very good reason that we have a No Strike Clause, however. Labor law has repeatedly upheld the idea that the No Strike Clause is a quid pro quo for binding arbitration. This is important if you look at Article 17 Grievance. To do this, I sat down with our Grievance Team Chair, Glennon Poirier, to discuss the importance of binding arbitration.

“There are five levels of the grievance procedure,” Glennon explained. “We start with the Informal Level where we try to solve the problem without having a grievance. But, when that fails, we file the grievance formally and go to Step 1, which takes place with the supervising administrator.” So, if there’s a violation of the contract, then the union first tries to get the immediate supervisor to resolve the breech. If that fails, we move to the next step. “The thing is, we could potentially go through the first three Steps without the district agreeing that the contract has been violated.

“This is why binding arbitration is so important. Step 4 says that the Association may request an arbitrator to hear the case. If the arbitrator finds in our favor and upholds the grievance, then the district legally must be bound by the result of the arbitration. Without binding arbitration, we don’t have the same leverage.”

Everyone knows that a negotiation involves give and take. Were we to negotiate the No Strike Clause out of the contract then we would have to give something up, as well. Inevitably, we would be forced to give up the binding arbitration in our grievance procedure. There are numerous court decisions affirming this.

To summarize: without binding arbitration, it is possible that the district could violate the contract and then simply ignore our grievances because they think there is no violation. Then the grievance becomes more of a meeting to talk about the situation without any power to resolve problems. Binding arbitration means we can enforce the settlement of a grievance.

However, this doesn’t mean we can’t ever strike. If our contract is expired, for example, and our Negotiations Team has bargained in good faith but has been unable to reach a tentative agreement with the district, we can declare impasse. Then, a fact-finder will review the negotiations that have taken place and if impasse exists then a strike would be legal at that point.

A strike should be the last resort, a final action that only happens when nothing else has worked. But, no doubt, it is our ultimate weapon. Article 7 might appear to be limiting our rights and power as a union (and it is), but it exists because it gives us a different power: binding arbitration.
Thank you to all who helped support F.T.A. Community Outreach’s Pot O’Gold Wishes for Seniors Residents at the John Piazza Apartments
Have you read the contract lately? Or at all? Far too often, in discussing a possible grievance with a member, it becomes very clear (if they don’t admit it first) that they are not only unfamiliar with the contract, in many cases, they haven’t ever read it.

It’s not a very thrilling read, I admit. But, there are interesting things in the contract, nonetheless. Here are 7 things you might have missed in the collective bargaining agreement, also known as, the contract.

1. Article 12 defines Leaves of Absence. It may surprise many to know that if they get elected to say, be the Mayor of Fontana, they can take a leave of absence and still have their job when they get back, if they return within six months of their term expiring. See below:

12.13 PUBLIC OFFICE LEAVE
Every permanent bargaining unit member who is elected or appointed to public office shall be granted an unpaid leave of absence from his duties as an employee of the District, and they can take a leave of absence and still have their job when they get back, if they return within six months of their term expiring. See below:

2. Article 5 Association Rights says, in subsection 11, the President of the Association is fully released from their regular duties and is paid their regular salary during their term as President. Additionally, when their term is over, they can go back to their original position, or equivalent. However, in a later section, we see that the Vice President is only released from 1/3 of their duties. All other elected officers are full-time classroom teachers.

3. Article 27, section 3 states that the district “shall prepare and deliver through District mail to each bargaining unit member a copy of this Agreement.” But, this hasn’t happened for a while now. The contract is available through www.fontanateachers.org so that all members can read it. It is even broken down by article!

4. Article 11, Public Charges, provides the procedures to follow when someone, such as a parent, makes a charge against a member that could affect their evaluation (and therefor, our employment status). It says that members must be told as soon as is possible when charges are made. If the charges are by a fellow bargaining unit member then mediation is called for, if it could help resolve the issues. Similarly, if admin think that it would help, a meeting would be called with the member and the complainant.

5. Article 10, Personnel File, among other things, gives us the right to inspect our personnel file and our on-site file. The fact that the district has a personnel file for each of us, and that admin can maintain a site file may be news to some people. We can request in writing to be able to review our files. This might be a good idea because information that is in error can be removed by management.

6. Article 2, Recognition has a list of all the different people that are part of our “bargaining unit.” Even though it’s called the Fontana Teachers Association, there are many different kinds of jobs represented in our bargaining unit. For example, nurses, librarians, counselors, and speech therapists are all part of the Association.

7. Appendix G, on page 269, says that if the principal appoints a Leadership Team for the school site, that the views of those on the Team cannot be said to represent the members as a whole. However, if the members vote on who should be on the Leadership Team, then, in that case only, the members of the team can speak for the membership at the site.
Last month we talked about being a Site Representative and their importance our Association. The second article of our Bylaws covers the reason why the Association exits, its primary purpose. It reads as follows:

The primary purpose of this association shall be:

A. 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;

B. To form a representative body capable of developing group opinion on professional matters to speak with authority for members;

C. To provide an opportunity for continuous study and action on problems of the profession;

D. To promote cooperation and communication between education support professionals and certificated educators;

E. To provide a means of representation for its ethnic-minority members;

F. To promote professional attitudes and ethical conduct among members;

G. To encourage cooperation and communication between the profession and the community; and

H. To foster good fellowship among members. The first subsection, (A), is the most important of all.

This is what we are all here for. The people you vote for, your site reps, the Association leadership, are the ones who will represent you in all matters relating to your employment.

Your vote empowers the elected to speak for you and to negotiate on your behalf. This is how a democracy works.

The votes that were cast to elect the FTA President empowers them to speak for the nearly 2000 members of the Association.

When the President stands up at the microphone at a Board meeting, they do not speak alone, but with all 2000 voices. When the Site Rep talks to the principal, they don’t talk alone, but with all the voices of the members at the school.

This is why we, the Rules and Elections committee, take the election process so seriously.

Many of us are intensely interested in the Negotiations Team’s progress every year. But, how do those people get chosen to negotiate for us. Technically, we all choose them. Why? Because when you vote for the President, you empower that person to appoint the members of the Team, with the concurrence of the Executive Board. So, when we vote for the President and other members of the Executive Board, we are saying that we trust them to make good decisions about who they appoint to the Negotiations Team.

But, who tells the Negotiations Team what to ask for? We do. The first way is through the annual survey. But, the Executive Board has the authority to direct the Negotiations Team. The Rep Council creates policies that the Executive Board has to follow. But, ultimately, with our vote, we are saying we trust these people to direct the Team on our behalf.

It should be clear, then, that our votes power the Association. The Fontana Teachers Association is a true democracy with representatives chosen to be the voice of the members, and those representatives carry out the will of the members.
**FTA Pres, Curtis Dison** ................................... ftapres@fontanateachers.org

**FTA Vice Pres, Connie Verhulst** ................................... ftavp@fontanateachers.org

**Mandy Kininmonth** ................................... apeters@fontanateachers.org

**Nathalie Alvarez** ................................... nalvarez@fontanateachers.org

**F.T.A. Office** ................................... ftaoffice@fontanateachers.org

**Negotiations Chair** ................................... negotiations@fontanateachers.org

**Grievance** ................................... grievance@fontanateachers.org

**Social/Membership** ................................... social@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!**
FYI

TGIF DATES

May 3
Pancho Villa’s

REP COUNCIL

May 8
FTA Office

MOVIE TICKETS

$10.50

$9.00

$8.00
Cash Only
FTA Office - Restrictions Apply

CINEMARK

FTA OFFICE
HOURS

MONDAY-FRIDAY
8:30am-4:30pm

TICKETS!!

$8.50

Fontana Teachers Association

16850 Seville Ave.
Fontana, CA 92335
ftaoffice@fontanateachers.org
Phone (909) 829-0940
UNION CODE OF CONDUCT

- I will not criticize any union colleague except to the individual directly.
- If any union colleague is being criticized in my presence, I will confront the criticism and ask that it stop.
- I will not participate in any conversations with management that criticize, or negativity speculate about any union colleague.
- I will settle my differences with colleagues within the union.
- I will engage in debate, offer others every opportunity for debate and respect the minority viewpoints, but I will observe and support the majority mandate of the union.

GRIEVANCE HOTLINE

Think you have experienced a contract violation? You can text the Grievance Hotline to get more information!

Just text: 909.278.7130 with your name, school site, position, and your question. A Grievance Team member will respond as soon as possible.
LEARN ABOUT YOUR MEMBER BENEFITS at www.CTAMemberBenefits.org

Save Money while traveling, dining out, purchasing apparel, or buying school supplies, at over 350,000 discounts nationwide through the Access to Savings Program.

www.CTAMemberBenefits.org/Access

Auto and Home/Renters Insurance
Provided by California Casualty
Preferred Rates, Educator Benefits, Exceptional Service, Generous Discounts
For your quick quote, visit:
www.CTAMemberBenefits.org/calcas

Protect Your Loved Ones and Income With
Life & Disability Insurance From The Standard
www.CTAMemberBenefits.org/Standard

Your Federal Student Loan Forgiveness Resource
www.CTAMemberBenefits.org/studentloans

We want you to have a long and happy retirement
CTA-endorsed 403(b) Retirement Savings Plan:
Low fees and fiduciary standards
650.552.5200
www.CTAMemberBenefits.org/rsp

CTA Credit Union
New $150 Account Bonus & Auto/Home Loan Discounts
www.CTAMemberBenefits.org/Provident

This is a brief description of the CTA and NEA Member Benefit Programs. All benefits and eligibility requirements are subject to the terms of the plan certificates, Summary Plan Descriptions, or custodial account agreement. The benefits described herein may be modified or terminated by CTA and NEA Member Benefits at any time.
Just a reminder to take the

2019 Negotiations Survey!

https://www.surveymonkey.com/r/QLL66QR