



News & Updates
March 26, 2018

Q & A: Weather Make-Up Days Affect Spring Break

UPDATE: *The school district and the FUSE are reviewing options regarding how to make up for the snow day on March 21. There is a strong chance that an alternate plan -- that would include converting future half day sessions to full day sessions and adding a “Conference Day” on Monday, June 25 could alleviate the need for school to be in session on April 6. The details are still being reviewed by both the union and the school district to insure that the school district is in compliance with SED regulations regarding attendance and the school calendar. **However, as of this writing, schools are still scheduled to be open on April 6.** Final decisions will be announced today or tomorrow.*

In the meantime, here are three of the most asked questions from last week’s email:

Q: Doesn't the contract require three-one week vacations? How can school be in session during one of those three weeks?

A: Yes, the contract that there shall be 3 one-week vacations during the school year. However, the [regulations](#) of the State Education Department supersede our contract. SED regulations are very specific about the 180 requirement and the conditions that need to be present in order for the Commissioner to waive that requirement. Failure to meet the 180 days requirement could result in the withholding of state aid, which would be a significant financial penalty for the school district.

Q: So why doesn't the district request a waiver for one or more of the “snow days” from the Commissioner?

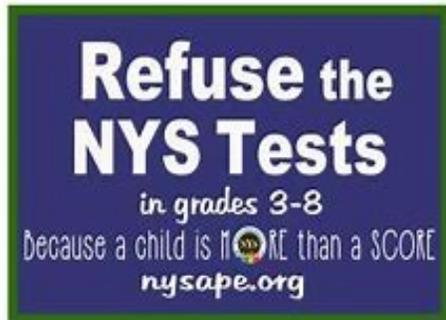
A: The regulations mandate that: "The Commissioner is authorized to excuse up to five days for extraordinary circumstances, if those lost days of session *could not have been made up* by using, for the secondary grades, all scheduled vacation days which occur **prior** to the first scheduled Regents examination day in June, and, for the elementary grades, all scheduled vacation days which occur **prior** to the last scheduled Regents examination day in June."

Q: But on at least one of the days schools were closed, the Governor declared a “state of emergency” existed due to the severe weather conditions. Certainly that “snow day” can't be counted against us?

A: Understandable, but yes, that day does not excuse school districts from meeting the 180 day minimum requirement. The [regulations](#) are clear: *A declaration of a State of Emergency by the Governor due to adverse weather conditions does not authorize the school districts affected to operate an annual session of less than 180 days.*

Refuse the Tests is Alive and Well in New Rochelle!

The State Assessments in grades 3-8 are almost here, yet the colossal problems that convinced thousands of parents in New York State to opt their children out of the exams over the past years have remained unaddressed. That's right: **NOTHING HAS CHANGED!** The tests are still inappropriately difficult, the funds wasted on their implementation are staggering, the instruction time lost to the students and teachers is still far too long to warrant the current protocol of these tests, and despite federal and state warnings against districts where opt out numbers are elevated, schools will **not** be punished for high opt out rates, students will **not** be punished for opting out, and students will **not** be given a score if they do not take the exam. **NOTHING HAS CHANGED!**



None of the glaring faults found in state testing have been ameliorated. Yes, the tests are now two days instead of three, but they are now untimed which means students could conceivably spend more time testing than ever before, and the school's instructional resources must be adapted to facilitate this possibility. The tests are still based on faulty mathematics that use SAT scores as benchmarks for students as young as third-graders, and "passing grades" remain unrealistically unattainable for a large majority of the participants. Why is the benchmark for an eight-year-old third grader higher than the benchmark for a sixteen-year-old high school student? **Nothing has changed!**

As noted educator (and NYSUT member) Bianca Tanis writes in her [blog](#): "Unless we demand an immediate paradigm shift, many students will not only be labeled failures at 8-, 9-, and 10-years old, they will not graduate. We are not just talking about struggling students and students with special needs facing a graduation crisis".

FUSE members have been busy in the last few weeks working behind the scenes and on the streets of New Rochelle to get the word out about refusing the tests. **Special thanks to Margaret Bavosa, Mary Breslin, Julie Canale, Mirjana Jovanovic, Jeannine Marciano, Cheryl Smith, Liz Soyk (ALMS), Filomena Daniele, Barbara Ferrante, Patrice Kentner, Connie Macchia, Irene Reda (IEY), Angela D'Ambrosio (Ward) and Tom McTigue, Ali Oppenheimer, Pia Persampieri, Terri Sanchez, Patty Thomas, Stephanie Teich (Trinity) for their time and efforts.**

Thank you to members who are proudly displaying *REFUSE THE NYS TESTS* signs on their lawns. A limited number are still available at the FUSE office. We are hoping more members will get involved. We need more volunteers after school for 20-30 minutes on March 25-28 and April 9-10 and on Saturday, April 7. Contact Mary Breslin at newrochelleoptout@gmail.com.

For more information:

NYSUT, the state-wide teachers' union has put out this [fact sheet](#) to help both teachers and parents be better informed about the testing issue

In addition to NYSUT, New York State Allies for Public Education (NYSAPE) is also a great resource for opt out information and materials. Here is the [fact sheet](#) they put out

Finally, NYSUT and FUSE both **strongly encourage our members to refuse the tests for their own children** in grades 3-8. IN order to help make that easier, here are sample opt-letters in [English](#) and in [Spanish](#).

Reminder: 2018 FUSE Scholarships

Every year, the FUSE awards up to ten scholarships of \$1,000 each to the children of FUSE members who are graduating high school in June, 2018.

Scholarship recipients are selected on the basis of demonstrated academic excellence, community service and participation in extra or co-curricular activities. Applications are reviewed by a committee of FUSE members in April, and recipients are notified in May.



Applications are available now in the FUSE office -- please call or email our office administrator Rose Colasuonno to receive one. Completed applications and supporting documentation (transcripts, letter of recommendation, essay) must be received in the FUSE office no later than April 16, 2018.

The Lustgarten Foundation Walk is only a Few Weeks Away!



The Westchester Pancreatic Research Walk is on April 15, 2018. FUSE is sponsoring a team of walkers and will have a visible presence at this amazing event. If you would like to join the team -- *reFUSE To Give Up*-- contact Jeanine Shields at jshields@redlearn.org or go to the [team website](#) for more information or to make a donation. You can learn more about the walk from its [Facebook](#) page.

What is the Janus Case and How Will Its Outcome Affect Our Union?

(The following article -- though long -- is an excellent explanation of what the JANUS case is about and how it can affect our union. It appeared in a "special edition of *Empire State Supervisors and Administrators Association* newsletter)

On February 26, 2018, the U.S. Supreme Court heard arguments in the case of *Janus v. AFSCME*, a case that will have the greatest impact on public sector bargaining of any legal development of our time. The case involves Mark Janus, an Illinois child support worker, who is suing his union, the American Federation of State, County and Municipal Employees Union (AFSCME). Janus chose not to join the union, however because he will continue to receive many of the benefits of collective bargaining even as a non-member, the current law allows the union to collect agency shop dues from him to cover the expenses associated with providing those services. This is the "fair share" concept that was approved by the Supreme Court in the 1977 case of *Abood v. Detroit Board of Education*.

Janus claims that his obligation to pay these agency fee dues violates his First Amendment right to free speech and has asked the Court to overturn *Abood* and declare fair share fees to be unconstitutional. However, the ramifications of this case go far beyond the issue of whether public sector unions have the right to charge



fees to nonmembers and go the very backbone of the labor movement in this country.

In order to fully understand the issues involved in the Janus case, it is necessary to give a brief explanation of the Duty of Fair Representation (“DFR”) concept. DFR is an obligation imposed on unions to provide fair representation to all those covered by the union’s collective bargaining agreement (“CBA”). And because the CBA covers all individuals in a particular job title, whether they contribute dues as members of the local union or not, non-members continue to receive the benefits set forth in the CBA.

Therefore, a ruling in favor of Mark Janus would create a situation in which public sector unions would be required to provide representation to non-paying individuals at the sole cost and expense of the dues-paying members. Put another way, such a decision would allow non-union members to receive many of the benefits of union membership without contributing their fair share. In turn, forcing unions to carry the expense of non-paying members would certainly endanger the stability of collective bargaining for all public employees, including administrators, teachers and civil servants, weakening the overall structure of local bargaining units. If the number of dues-paying members decreases significantly, the benefits of unionization which public school professionals in New York have enjoyed for decades, benefits such as improved working conditions and higher salaries, will erode. A ruling that supports Janus would effectively transform all states into right-to-work states. This has resulted in lower wages for public sector workers elsewhere in the United States.

The dichotomy between union and non-union public sector labor in the United States has evolved to create a radical differentiation in those two workforces. It was only a half-a-century ago when a different atmosphere permeated in schools and other public employment arenas. Some educators were forced to teach in overcrowded classrooms at an average salary of only \$6,533. Teachers had no tenure protections and public employees in New York State were prohibited from representation by unions and unable to bargain collectively for important matters pertaining to salary, benefits or working conditions. Teachers first started to join unions outside New York as early as 1857. Forty-three teachers founded the National Education Association in Philadelphia, but it wasn’t until the late 1950’s that New York City Mayor Robert Wagner signed an executive order allowing city employees to form local and state unions. Other lawmakers around the nation followed suit.

In 1962, President John F. Kennedy permitted federal employees the right to collectively bargain. As a result, public sector union membership proliferated. A major catalyst for change came about in the workplace in 1967 when New York enacted the Public Employees’ Fair Employment Act, commonly known as the Taylor Law. George W. Taylor, a professor of industrial relations and arbitrator of industrial disputes, made recommendations for labor relations procedures that acted as the basis for the Taylor Law. The law continues to act as a labor mandate that provides for mediation and arbitration in New York to this day. The Taylor Law also created the Public Employment Relations Board to act as a mediator of disagreements between management and unions.

By 1970, ninety-percent of New York State’s one million employees were unionized as a direct result of the Taylor Law. The states which continue to show the largest number of union members are located in the Northeast, Midwest and California. It should be of no surprise that the highest-paid public educators all work in New York State. The lowest paying positions are found in non-union and open shops around the country. The gains that have been accomplished through collective bargaining cannot be disputed. Pensions, tenure laws, health insurance (active and retired), vacation, holidays, longevity, salary schedules, etc., were all gained through collective bargaining.

Over the past two decades, there has been a constant and continual growth to public sector salaries in New York. While in the de-unionized private sector salary stagnation has resulted in the same purchasing power

that existed back in 1979. In Wisconsin, teacher salaries have fallen by more than 2.6% and median benefits by 18.6% since losing collective bargaining right