Union Power!
Celebrating Milestones, Revving Up for the Race Ahead

UTP 900 STATS:
Engine: 8 Cylinders of Union Strength
ORGANIZATION
COMMUNICATION
COOPERATION
UNITY
ENERGY
MOMENTUM
RESOLVE
POTENTIAL

Steering: powered by Bargaining
Sleek, efficient Frame of Site Reps
Tires: tough, purposeful Leadership

Inside this issue:

President’s Message 2
General Information 2
Important Dates 2
Read Across America 2
Know Your Contract 3
Resolved Grievances 3
Common Core and Beyond 4
Chromebooks Workshop 4
Thank You Organizing Team 4
Welcome New Members 5
UTP Mission/Code of Conduct 5
Election Results 5
Thank You Bargaining Team 6
Paid Advertisements 7-8

Affordable Health Care

UTP United Teachers of Pasadena

March 2014
Bargaining Supported by an Organized Membership

President’s Message — by Alvin Nash

For educators in Pasadena Unified, our UTP Contract is as vital as our student grade book or lesson planner. It is a critical document that is the culmination of the collective bargaining process. Collective bargaining is the internationally protected and recognized process by which a group of employees can work with an employer to regulate wages, working conditions, benefits, safety, and a host of other issues and concerns. For UTP, the Contract symbolizes our and the District’s commitment to prioritize students while being able to do the work we love and provide a quality of life for ourselves and our families.

Understanding the Contract and how it came about is critical to understanding how UTP impacts its members’ professional lives in profound ways.

On January 31, 2014, the UTP and PUSD Bargaining Teams reached a Tentative Agreement regarding:

1. Salary and Salary Schedule Rules and Regulations,
2. Health and Welfare Benefits,
3. Completion of Meet and Negotiation, and
4. Duration and Signatures.

On February 14, the majority of the UTP membership approved the ratification of this Tentative Agreement. On February 27, the PUSD Board of Education is expected to approve the ratification. Once both parties approve the ratification, UTP and PUSD will have a new three-year Collective Bargaining Agreement (“Contract”) for 2013-2016, which will expire June 30, 2016. This Tentative Agreement and new Contract are the results of the dedicated efforts of the UTP Bargaining Team, Organizing Team, and YOU, the membership. These efforts began early in the school year with the first proposals regarding salary and benefits presented at the bargaining table on September 27th. In support of bargaining, the UTP Organizing Committee developed and implemented a contract settlement crisis plan with the assistance from the California Teachers Association (CTA). Hundreds of UTP members sent postcards to the School Board members, rallied at School Board meetings in November and January, and presented speeches at those Board meetings. Each member made a significant impact by organizing and supporting the UTP Bargaining positions.

All of our efforts made it possible to reach an agreement that reflects the UTP positions:

- A 3% salary increase on the salary schedules effective January 1, 2014;
- A decrease in the out-of-pocket expenses for health and welfare benefits for three plan years effective April 1, 2014;
- Contractual reopeners for 2014-2015 and 2015-2016 limited to Article XIV (Salary and Salary Schedule Rules and Regulations) and up to two Articles of both parties’ choice; and

Congratulations yourselves for standing up for your students, your practice, your families, and yourselves!

Important Dates

February 28-March 2 — CTA Equity and Human Rights Conference
March 1 — UTP Casino Trip
March 3-5 — UTP/CTA/NEA Elections
March 4 — CTA CalSTRS Workshop, 4pm, Monrovia
March 9 — Daylight Savings Time Begins
March 14 — Shortened Day
March 14-16 — CTA Good Teaching Conference
March 17-21 — Spring Break, Schools Closed
March 19 — CTA Community Outreach Action Team (COAT) Awards, 4pm, San Dimas
March 24 — Representative Council, 4pm, PHS Cafeteria
March 28-30 — CTA State Council

March is Women’s History Month!
Know Your Contract: Grievances
by Karen Kobey, Contract Management Chair

Article V, Grievance Procedure

Your contractual rights have been violated by the district and you have a grievance. You need to understand the timeline that is central to the grievance process.

Informal Level

The Informal Level is the time your supervisor, UTP Rep and you meet to discuss the area of concern. The conference must take place within 20 days of the “occurrence or act or omission giving rise to the grievance, or within twenty (20) days from the date the grievant has, with reasonable diligence, knowledge of the act or omission.” (Section 5.3.1)

Formal Level One

Formal Level One occurs if you are not “satisfied with the disposition of the grievance at the Informal Level.” You have 10 days to file a Formal Level One grievance in writing with your immediate supervisor. (Section 5.3.1.1)

At this level you must file the grievance form, found in Appendix H of the contract, or ask your UTP Site Rep to provide one for you.

However, at this stage of the process, the UTP Contract Management Chairperson, Karen Kobey, is usually informed of the grievance and will most likely write up the Level One Grievance form for you.

Once the appropriate form is completed and presented to your immediate supervisor, then another meeting (with your supervisor, UTP Rep, and you) should take place within 5 days—or later if you and/or your Union Rep are not available. After the meeting, your immediate supervisor has 5 days to provide a “written disposition of the grievance, including the reasons therefor” to both you and your UTP representative. (Section 5.3.2.1)

Formal Level Two

If you are not “satisfied with the disposition of the grievance at Formal Level One,” you have 10 days after receipt of the immediate supervisor’s written disposition to appeal it in writing. (Section 5.3.2.2)

The “appeal” is actually use of the Formal Level Two Grievance form that is in Appendix H of the contract. Again, the Contract Management Chairperson, Karen Kobey, usually will write up the Level Two Grievance form for you.

The district’s designated grievance officer (currently Jose Alarcón) must meet with you and the designated UTP representative (in this case, Contract Management Chairperson Karen Kobey) within 5 days of receiving the grievance appeal—or later if you and/or your UTP Rep are not available—and provide “written disposition of the grievance, including the reasons therefor” to the grievant and UTP within 5 days of meeting. (Section 5.3.3.1)

Formal Level Three

When a grievance is not able to be resolved at Formal Level Two, the parties involved may agree to implement “local grievance resolution process.” The parties have 10 days from receipt of the written decision to come to a mutual agreement to proceed to “local grievance resolution.” (Section 5.3.3.2)

The district and UTP will meet in the “local grievance resolution session” within 10 days of both parties agreeing to this process. (Section 5.3.4.1)

Due to scheduling difficulties and limited availability, this often does not occur within the 10 day limit; the timeline is usually extended.

Most grievances that go to Formal Level Three are resolved at Level Three.

Arbitration

From this point, if the grievance is still not resolved, then “the grievant may request in writing to the Association’s Executive Board, at its next regularly scheduled meeting, that the Association submit the grievance to binding arbitration.” (Section 5.3.4.5)

Arbitration can take a matter of weeks, more likely months—depending on the availability of the arbitrator as well as the time needed for a hearing. The decision of the arbitrator is final and binding.

It’s all about the Time Limits:

Time limits are presented at each level and are considered the maximum. On occasion, time limits can be extended, but the request to do so must be in writing and agreeable to both parties. (Section 5.4.2)

If a grievance is not processed within the set forth time limits, the grievance is considered settled on “the basis of the decision last made by the District.” The District’s failure to respond to the grievance is viewed as denial of the grievance. It would then be the responsibility of the grievant to move to the next level in a timely manner. This means that we must stick to the timelines, or else waive our right to continue to the next step in the grievance process. (Section 5.4.3)

For grievances that have not been resolved by the end of the school year, the grievance clock stops over the summer break and will resume after the first 10 student days of the following year; and the grievance will continue at the same level that was reached before the end of the school year.” The grievant shall have the right to exercises his/her discretion whether or not to waive, in writing, the above referenced timeline and continue the grievance procedure from the last day of the school year. (Section 5.4.4)

The bottom line is, if you have a concern that sections of your UTP contract have been violated, misinterpreted, and/or misapplied, it becomes a grievance matter. You need to know your grievance timeline and follow it closely. Take the responsibility to make sure things run in accordance with the UTP contract, and remember: You Are UTP.

RECENTLY RESOLVED GRIEVANCES

#140130 – Violation of Article VI, Hours. District administrator scheduled a department meeting for counselors during B Monday time. Affected counselors will receive B Monday time during the next A Monday (2/3/14). (Informal)
Common Core and Beyond
Instruction and Professional Development Committee

As Common Core State Standards (CCSS) implementation moves along, be sure to add your voice to the conversation. Let UTP's Instruction and Professional Development Committee (IPD) know what you need to feel comfortable implementing the Common Core next year. Teacher input is crucial to successfully implementing the CCSS in our district.

It was fabulous to see so many UTP members at the Common Core and Beyond Practicum, a preconference for the CTA Good Teaching Conference. The day-long preconference was held in Pasadena courtesy of a grant from NEA and ACSA. The workshops focused on grade level requirements and strategies to facilitate content across disciplines. Everyone we encountered seemed to be pleased with what they were learning and had things to take back that they would put to use. It is important to interact with others outside of PUSD to know what is being said about the Common Core and to see where we can improve. The CTA Good Teaching Conference is scheduled for March 14-16 in Anaheim. See CTA.org/conferences for registration information.

To communicate your successes and concerns with the IPD, email Dr. Allison Steppes at ipd@utofp.org

Thank You to our Organizing Team for getting the word out, facilitating rallies, building momentum, and providing vision for our actions.

Armando Mayer, Chair
Manuel Carcido, Vice Chair
Louie Brinker
Bernadine Burgess
Linda Keavy
Martha Tovar

Professional Development Opportunity

Join your colleagues for a UTP Workshop on
Using Chromebooks and Google Drive in the Classroom
Tuesday, April 1st, at 4pm
at the UTP Office, 2303 E. Washington
Space is Limited so reserve your spot today!
www.utofp.org/ipd
Welcome New Members!

A Shout Out to Site Reps Gretchen Pinto (Washington Middle) and Pat Carlton (Hamilton) for taking on the challenge of enrolling new and veteran teachers as UTP members!

Hamilton
María Barajas
Jana Cole
Diana Habib
Danielle Mims

Washington Middle School
Jesus Arias
Nicole Comacho
Gregory Evans
Mychal Jennings

Willard
Alis Chicas

Wilson
Jason Tayor

Burbank
Nunzia Ulloa-Severino

Election Results

Contract: Benefits and Salary
97% YES
3% NO

2016-17 Calendar
86% YES
14% NO

Please read the President’s Message for specifics of our new Contract Language. Health and Welfare Benefits information may also be found on our website.

Keep an eye out for the upcoming election, Monday March 3-Wednesday March 5
♦ UTP Executive Board Area Directors 2, 4, and 6
♦ CTA Service Center Council Voting Reps
♦ NEA Representative Assembly Delegates

UTP’s Mission

The United Teachers of Pasadena (UTP) strives to empower its members so that they may provide the best conducive educational environment for the students of the Pasadena Unified School District. The UTP endeavors to raise the standards of the teaching profession, secure competitive salaries and benefits, better the working environment, strengthen the contract, and improve communications between unit members and the PUSD administration.

The UTP Voice is a monthly publication created by UTP’s Communications Team. We welcome your input!

communications@utofp.org

Union Code of Conduct

- I will not criticize any union member except to the individual directly.
- If any member 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 criticizes or negatively speculates about any union member.
- I will settle my differences with members within my union.
- I will engage in debate, offer others every opportunity for debate, and respect minority viewpoints. I will, however, observe and support the majority mandate of my union.
Heard in the Halls:
Job Well Done!

Members from Jackson Elementary School sent a note of thanks to our Bargaining Team for all of their efforts to obtain a favorable resolution to our Contract, including a salary increase and affordable Health and Welfare Benefits. We all share their sentiments!

Congratulations, Bargaining Team, for a job well done!
The UTP Voice is subsidized by these paid advertisements; however, this should not be considered an endorsement or recommendation by UTP.
### NOW IS THE TIME
TO PREPARE FOR THE UNEXPECTED

<table>
<thead>
<tr>
<th>Premium Payment Options</th>
<th>Plan 1</th>
<th>Plan 2</th>
<th>Plan 3</th>
<th>Plan 4</th>
<th>Plan 5</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Lifespan Benefit Amount</strong></td>
<td>$150,000</td>
<td>$250,000</td>
<td>$400,000</td>
<td>$500,000</td>
<td>$1,000,000</td>
</tr>
<tr>
<td><strong>Maximum Monthly Benefit</strong></td>
<td>$1,550</td>
<td>$2,500</td>
<td>$4,000</td>
<td>$5,000</td>
<td>$10,000</td>
</tr>
<tr>
<td><strong>Elimination Period</strong></td>
<td>90 Calendar Days</td>
<td>90 Calendar Days</td>
<td>90 Calendar Days</td>
<td>90 Calendar Days</td>
<td>90 Calendar Days</td>
</tr>
<tr>
<td><strong>Lifetime</strong></td>
<td>Lifetime</td>
<td>Lifetime</td>
<td>Lifetime</td>
<td>Lifetime</td>
<td>Lifetime</td>
</tr>
<tr>
<td><strong>Inflation Protection Options</strong></td>
<td>FPO - 3%</td>
<td>FPO - 3%</td>
<td>FPO - 3%</td>
<td>FPO - 3%</td>
<td>FPO - 3%</td>
</tr>
</tbody>
</table>

**Underwritten by:**

Lifesecure
Live well. Worry less.
Wholly-owned subsidiary of Blue Cross Blue Shield of Michigan

1-800-858-0355
www.nexbenefit.com/localplus

**Members Advantage**
- No medical test
- Online enrollment
- Future purchase option (FPO)
- No age related increase
- Portable – You own it
- 30-Day NO Risk cancellation

What is FPO? Every 3 yrs you can increase your lifetime benefit amount by up to 15%. No questions asked.