



Robert Magin
School Business Administrator

Stephan Vigliotti
Superintendent

Melanie Stevenson
Director of Curriculum & Instruction

February 12, 2016

Ms. Amy Lynch-Johnson
Chair, Grievance Committee
North Rose-Wolcott Teachers' Association
11965 Washington Street
Wolcott, NY 14590

RE: Grievance January 13, 2016; Decision Board of Education at Stage 3 of Article XXV, Grievance Procedure.
Alleged Violation of Personal Leave Contract Provisions.

Dear Ms. Lynch-Johnson:

This is the decision of the Board of Education at Stage 3 of Article XXV, of the Grievance Procedure contained in the Agreement between the North Rose –Wolcott Central School District and the North Rose-Wolcott Teachers Association. The Board of Education denies the grievance dated January 13, 2016 in total.

A hearing was held before the Board of Education on February 9, 2016 in executive session. Cary Merritt, Association President and Amy Lynch-Johnson represented the Association. Present for the Board were Danny Snyder, Vice-President, Lucinda Collier, Andrew Mathes, John Boogaard, Linda Eygnor and Izetta Younglove, members of the Board. Danny Snyder presided for the Board at this hearing. Amy Lynch-Johnson presented the grievance. The Board had the January 13, 2016 grievance, the January 21, 2016 decision of the Superintendent, and the January 28, 2016 letter from the Association appealing the denial of the grievance at the Superintendent's stage. In addition the Board had the benefit of the contract provisions on personal leave and the grievance procedure.

Following the Association's presentation, the Superintendent stated that his reasons for the denial of the grievance had been stated clearly in his January 21, 2016 memorandum and they did not need to be repeated.

After the presentation of the grievance and consideration of the Superintendent's denial and a review of the contract provisions, the Board deliberated and reached its decision.

Background

In mid-November 2015 teacher K. Beckman applied for personal leave to travel by air to California two (2) days prior to the winter recess period at the end of December. In addition, at about the same time a teacher assistant, K. Wilson, applied for personal leave on the day prior to the winter recess period to hand out toys at at Rochester charity event. Robert Magin, the Business Administrator, denied K. Beckman's request and Jennifer Hayden, Principal, denied K. Wilson's request.

On January 6, 2016, Amy Lynch-Johnson met with Robert Magin and Stephan Vigliotti, Superintendent and presented a grievance from the Association alleging that the denial of personal leave days to K. Beckman and K. Wilson was a violation of the personal leave provisions of the Agreement between the Association and the District. The grievance was not settled at the informal stage.

On January 15, 2016, a grievance signed by you was filed with the office of the Superintendent and is enclosed with this decision. That grievance is dated January 13, 2016 and alleges that the District has violated Article XVI, Leaves of Absence, Subsection C Short Term Leaves, subsection 4 Personal Leave. The Association asserted its right to file a grievance and alleged that the District has no jurisdiction to deny the use of personal leave once the unit member gives notice of the intention to use it.

On January 21, 2016, Superintendent Vigliotti denied the grievance in a memorandum, which is also enclosed. Superintendent Vigliotti first decided that the Association was not a proper grievant as it concerned the denial of paid personal leave for K. Beckman and K. Wilson and did not concern a "system-wide policy" as required by the grievance procedure.

Superintendent Vigliotti then addressed the allegation of a violation of the personal leave provision in the Agreement. The agreement provides a limited amount of paid personal leave time "to conduct pressing business that cannot be conducted outside of school hours". The Superintendent stated that he has the right to insure that the requested absence of K. Beckman and K. Wilson met the terms of the contract and, if it did not, then he had the right to deny paid leave. Superintendent Vigliotti did not find that the travel of K. Beckman and the early dismissal of K. Wilson were pressing business reasons and the paid leave was denied.

We note that paid leave was denied to K. Beckman however she was permitted to leave her job for the travel in an unpaid status. We also note that K. Wilson was permitted to leave work early in December to go to Rochester and to hand out toys. They apparently have no complaint with the denial of paid personal leave.

The grievance has been advanced to stage 4 of the grievance procedure.

Decision of the Board of Education.

The grievance has been prosecuted without the signatures and support of the two (2) unit members who applied for and were denied paid personal leave. Apparently these people have no complaint with the manner in which they were treated during their application for time off. We agree with the Superintendent that the Association is not the proper grievant as the decisions made by management were individual to the two (2) people involved.

It is also clear to the Board that the purposes for which paid time off was requested did not meet the contract requirements. The personal leave section states that the request for leave must be "to conduct pressing business that cannot be conducted outside of school hours". The traveling teacher could have flown to California within the ample time off provided at the end of December in the school calendar. The teaching assistant and the District found a way to provide her with a way to attend to her charity work without her absence from work. So, neither person has shown evidence of "pressing business" that could not be done after the workday or the work schedule was completed. Simply put, the leave requests did not conform to the personal leave requirements that were agreed upon by the parties in negotiations.

We think that the Association's argument that it is none of the District's business how personal leave is used as long as the proper notice to use it is given is an open door to abuse of paid leave. The District has a duty to see that the community's money is spent for only those purposes, which have been authorized by the Board in its approval of contract salary and benefits.

We also believe that the Association has an affirmative obligation contained in the personal leave section of the Agreement to provide guidance to its members in the responsible use of personal leave. We have not been assured that the Association has seriously undertaken its duties with regard to the use of personal leave.

With all due respect, this grievance is denied in total.

Sincerely yours,



Danny Snyder
Vice President, North Rose Wolcott Central School District Board of Education

Enclosures

cc: Board Members, Stephan Vigliotti, Robert Magin, Ryan Hatch, LRS