RECEIVED
JAN 2 2016
BY: .....

President, Cary Merritt
1st Vice Pres., Amy Johnson ~ 2nd Vice Pres., Laurie Elliott
Treasurer, Jennifer Judge ~ Secretary, Sally Burgess

January 28, 2016

Dear Members of the Board of Education of North Rose-Wolcott Central Schools,

This letter, in accordance with Article XXV, Section E, Part 3, Subsection a of the North Rose-Wolcott Teachers Association's contractual agreement with the District, serves as an appeal by the NRWTA of Superintendent Vigliotti's decision at stage E2c of our grievance regarding the right of unit members to use their personal days.

Our grievance surrounds the personal leave language in the contract which reads: "Unit members shall notify the Superintendent of Schools through the building principal at least one week before the date(s) of leave, except in emergency situations"(Article XXVI, Section C, Part 4, Subsection a). The word notify in that item of the contract is clear in its intent and meaning—unit members are not seeking the permission of the administration to use their contractually-provided personal time. It is the NRWTA's assertion that any denial of a member's personal days is a violation of the contract.

Mr. Vigliotti's denial of our grievance is based on his assertion of the following three items:

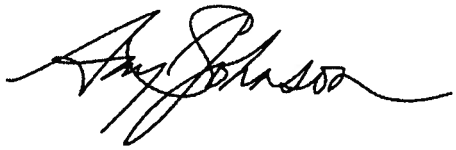
1. the employees for whom days were denied were each allowed to take the time they requested; one as unpaid time away from the district and the second as release time with no charge to the employee's personal days;
2. the pertinent contractual language is: "Unit members shall be entitled to three days of annual personal leave to conduct pressing business that cannot be conducted outside of school hours" and the administration felt the unit members in question were not conducting business that was "pressing;" and
3. the grievance is not filed by, or on behalf of, the employees who were denied, but by the Association's Grievance Committee on behalf of all members and therefore, the Association has no standing as the issue "does not implicate a system-wide policy."

The North Rose-Wolcott Teachers Association cites the following three measures to dispute a misstatement of fact and appeal Mr. Vigliotti's decision regarding this grievance:

1. the second employee worked a full day the date in question;
2. the contract does not define the term "pressing business," and does not obligate unit members to disclose any or all personal business to the District upon notification of their intent to use their personal day(s)—further, Mr. Vigliotti failed to address our contractual language concern, which is that members "shall notify" the District of their intent to use a day and the District has no contractual right under current language to deny use of those days; and
3. the NRWTA Grievance Committee, acting in the best interest of all unit members, not only has standing to file this grievance to be sure a correct interpretation of contractual language is being applied, but we have an obligation to do so to protect rights provided to our members in the contract—if we were to agree that the District had the right to accept or deny use of personal days in accordance with an administrator's definition of "pressing business," a system-wide policy would, in fact, be enacted that subjected our members to an undefined measure.

The North Rose-Wolcott Teachers' Association, on behalf of all its members, respectfully submits this grievance for your formal consideration.

Thank you,



Amy S. Johnson
Grievance Chair
North Rose-Wolcott Teachers Association First Vice President

cc: Cary Merritt, NRWTA President
Jeffrey Trout, NYSUT LRS

COUGAR PRIDE

NORTH ROSE - WOLCOTT CENTRAL SCHOOL DISTRICT

11631 SALTER-COLVIN ROAD · WOLCOTT, NEW YORK 14590 · P. 315.594.3141 · F. 315.594.2352

Robert Magin
School Business Administrator

**Stephan Vigliotti**
**Superintendent**

Melanie Stevenson
Director of Curriculum & Instruction

To: Amy Lynch-Johnson, Grievance Chairperson
From: Stephan J. Vigliotti Sr, Superintendent of Schools
Re: Grievance, January 15, 2016
Date: January 21, 2016

I am in receipt of your grievance dated January 13, 2016 (received January 15, 2016) regarding the use of personal days by union members.

In the document presented you contend "that the District has no standing to deny use of any member's personal days."

The relevant language in the collective bargaining agreement, Article XVI, Number 4, states

a. "Unit members shall be entitled to three (3) days of annual personal leave to conduct pressing business that cannot be conducted outside of school hours, which, if unused, will be added to accumulated sick leave. Unit members shall notify the Superintendent of Schools through the building principal at least one (1) week before the date(s) of the leave, except in emergency situations.

b. In extraordinary situations, the Superintendent may, upon written application and discussion with the unit member, grant extra days of personal leave that will be deducted from accumulated sick leave.

c. The Association will assume active responsibility in providing guidance to the unit members in a responsible use of personal leave."

The two cases being utilized for to forward this grievance are as follows:

- An employee requested a personal day directly before holiday break to hand out toys for an out of school organization in Rochester

- An employee requested personal time directly before holiday break to visit her mother in California. The ticket was purchased by the employee's mother who was unaware of the District's calendar

In both cases the employees were allowed to attend the functions they requested to attend. In the first, the principal granted release time and no time was charged to the employee. In the second, the employee was allowed to take unpaid leave and left on the trip as planned.

The District has the responsibility to approve all leave for employees and reserves the right to ask for reasons for absences as well as documentation to support such claims. The contract clearly concedes this right to the District with the language "to conduct pressing business that cannot be conducted outside of school hours." The District has the right to ask what the absence is for in order to insure it meets the aforementioned criteria.

Neither of the cases meets the demand of "pressing business." The first case was for charity work and the second for a holiday vacation to visit family out of state.

Procedurally this grievance is not properly filed at Stage 2. If this is a proper grievance, is it the grievance of K. Beckman and or K. Wilson whose applications for personal leave were denied. This concerns the application of contract language to the individual situations of K. Beckman and K. Wilson, and does not implicate a system-wide policy. So under Article XXV, the grievance has been misfiled. As there is no signature from either Ms. Beckman or Ms. Wilson we cannot tell if either or both of them have been "aggrieved" by the District's decisions.

I also call upon you and the Association by its officers to honor its obligation in Article XXVI, Leaves of Absence, Section C, subsection 4. Personal Leave (3) to provide guidance to these two (2) unit members in the responsible use of personal leave. Paid leave to extend a holiday period and paid leave to help a charity, when both of these instances may be accomplished at times outside of school hours, is not a proper use of personal business leave.

Please be advised that your grievance is being denied based on the facts listed above.

If you have any questions, please do not hesitate to contact me.

RECEIVED
JAN 15 2016
BY: .....

President, Cary Merritt
1st Vice Pres., Amy Johnson ~ 2nd Vice Pres., Laurie Elliott
Treasurer, Jennifer Judge ~ Secretary, Sally Burgess

January 13, 2016

Dear Mr. Vigliotti,

This letter, in accordance with Article XXV, Section E, Part 2, Subsection b of the North Rose-Wolcott Teachers Association's contractual agreement with the District, serves as an appeal by the NRWTA of your decision at stage E2a of our grievance regarding the right of unit members to use their personal days.

In November, two members of the NRWTA submitted notifications of their intent to use personal days to their principals and the district office via the WinCap system, as is school policy. On November 17, 2015, both received notice that they were denied use of their personal days. The communications they received were via the WinCap system and direct email messages sent by Mr. Bob Magin and Mrs. Jenn Hayden.

It is the Association's contention that the District has no standing to deny use of any unit member's personal days, as the contract specifies unit members shall notify the District of their intent to use, not request use of, said days: "Unit members shall notify the Superintendent of Schools through the building principal at least one (1) week before the date(s) of the leave, except in emergency situations."

On January 7, 2016, you and I met, with Mr. Magin in attendance, for the informal stage of this grievance as the contractual language violated affects all members of our Association. At that meeting, you focused your interpretation of the contract on a different clause regarding personal days, specifically: "Unit members shall be entitled to three (3) days of annual personal leave to conduct pressing business that cannot be conducted outside of school hours, which, if unused, will be added to accumulated sick leave." It was your contention that because "pressing business" is not defined, NRWTA members are subjected to the District's interpretation of what activities or events should qualify.

The response of the North Rose-Wolcott Teachers Association is that the term "pressing business" is specifically not defined within the contract because such decisions are to be made by our members and that they are not contractually obligated to disclose the nature of their personal business when notifying the District of their intent to use such days. In fact, Mr. Magin confirmed at our meeting on January 7th that he would not have denied the days in question had the unit

members involved not disclosed the nature of their business to the administration for scrutiny.

The North Rose-Wolcott Teachers' Association, on behalf of all its members, respectfully submits this grievance for your formal consideration.

Thank you,

Amy S. Johnson
Grievance Chair
North Rose-Wolcott Teachers Association First Vice President

cc: Cary Merritt, NRWTA President
Jeffrey Trout, NYSUT LRS

f. Consideration may be given to requests by unit members who voluntarily offer to personally support all or part of their conference expenses.

g. No set number of visitation days for teachers to visit other school systems has been established. Teachers who have a specific purpose in visiting another system should discuss that purpose with the Administration. Teachers will be encouraged to make those visitations deemed valuable.

4. Personal Leave

a. Unit members shall be entitled to three (3) days of annual personal leave to conduct pressing business that cannot be conducted outside of school hours, which, if unused, will be added to accumulated sick leave. Unit members shall notify the Superintendent of Schools through the building principal at least one (1) week before the date(s) of the leave, except in emergency situations.

b. In extraordinary situations, the Superintendent may, upon written application and discussion with the unit member, grant extra days of personal leave that will be deducted from accumulated sick leave.

c. The Association will assume active responsibility in providing guidance to the unit members in a responsible use of personal leave.

5. Bereavement Leave

a. The Board will grant to all unit members four (4) days bereavement leave for each death in the family. This is neither personal leave nor is it a deduction from accumulated sick leave.

b. The Board will grant an additional bereavement day whenever the death occurs at a location in excess of one hundred fifty (150) miles from the District.

c. In extraordinary situations, the Superintendent may, upon written application and discussion with the unit member, grant extra days of bereavement leave.

6. Jury Duty

a. Jury duty is a civic responsibility as is the professional responsibility of serving the District's children. When called to jury duty, a unit member should determine where the greater responsibility lies in the specific instance.

b. Unit members who are on jury duty and are released on any day by 11:30 a.m. should return to the school for normal duties.

c. Unit members serving as a juror shall receive full pay during such duty.

d. A unit member who is served a subpoena for a court appearance involving action related to his or her employment in the North Rose-Wolcott Central School shall have such absence treated under the provisions for leave for jury duty.