

Grievance
Article V: Section 6 – Length of Day

Date: 10/2/2009

Appealing the decision of the Director to the Operating Committee

Grievant Name: Charles Lytle on behalf of Local 1589

Date of Alleged Grievance: 9/1/2009

Contract Section Allegedly Violated: Article V: Section 6 – Length of Day

The full-time teacher's school day shall not exceed six (6) hours and fifty (50) minutes consecutively, exclusive of faculty meetings. There may be one regular faculty meeting one (1) hour in length each month. Teachers shall be available for conference with pupils and administrators by appointment. Teachers are required to attend faculty meetings of an emergency nature. Teachers will have adequate notice of regular faculty meetings and conferences with administrators. The designated starting time for teachers and other professional personnel covered under this agreement shall be established annually by the administration prior to the start of each school year.

Nature of Alleged Grievance: The scheduling of meetings in excess of the contractually limit of one hour in length each month.

Relief Sought:

- The adherence to the limit of one regular faculty meeting one hour in length each month.
- That any other meetings are strictly voluntarily.

Charles Lytle 10/2/09

Dan Fitch
10/2/09

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McLAUGHLIN
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& SENNETT**

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October 19, 2009

James Bucksbee, President
Joint Operating Committee
Erie County Technical School
8500 Oliver Road
Erie, PA 16509

RE: Grievance: Federation of Teachers
(Article V, Section 6 -- Length of Day)

Dear Jim:

Charles Lytle, the President of the Erie County Technical School Federation of Teachers, filed a grievance on behalf of the Federation claiming that the Administration violated the Master Contract between the Operating Committee and the Federation. The grievance involves Section 6 of Article V of the Contract, which defines the length of the school day. I have been asked by Dr. Aldo Jackson to share my assessment of the grievance with you and the Committee. Please accept this as my opinion as to the validity of the grievance, which, I believe, has no merit.

Section 6 of Article V states that full-time teachers will have a school day that will not exceed six hours and 50 minutes, "exclusive of faculty meetings." Generally speaking, teachers begin at 8:00 a.m. and their responsibilities conclude at 2:50 p.m. This Section further provides that there will be "one regular faculty meeting one (1) hour in length each month" and that "teachers are required to attend faculty meetings of an emergency nature." The grievance was filed after Dr. Jackson began scheduling "Make a Difference" Wednesdays, which require teachers to attend 30-minute meetings each week for curriculum and professional development (e.g., the use of technology and instructional practices and literacy numeracy). Apparently, the Federation believes that the Administration is limited to this one hour faculty meeting per month and that, regardless of the reason, the Administration may not require teachers to attend meetings during the school day. Currently, Dr. Jackson holds a regular faculty meeting on the third Thursday of each month from 3:00-4:00 p.m.

Let me list some of the reasons why I believe that the Operating Committee should deny the grievance:

1. The grievance is untimely. In the past, the Administration has held faculty meetings during the school day, in addition to the one-hour monthly meeting held after school.

James Bucksbee, President
Joint Operating Committee
Erie County Technical School
October 19, 2009
Page 2

2. Emergency faculty meetings have been held in the past during the school day without objection.

3. The Master Contract provides no specific prohibition from holding faculty meetings during the school day. Indeed, the language in the Contract that limits faculty meetings to one hour in length, clearly contemplates that those faculty meetings occur outside the regular school day. Language like this typically is negotiated by a union so that its members know that their so-called free time beyond the school day will not be restricted by more than one hour every month. This language does not restrict or even refer to any faculty meetings that could be held during the school day.

4. It is a basic managerial right for the administration of a school to conduct meetings during the employees' paid time. It is not for the employees to determine how a school day will be allocated in terms of job responsibilities and duties.

5. Currently, employees have duty-free time from 10:45 a.m. until noon. This is not referenced in the Contract. Typically, teachers hold conferences with pupils and Administration during that timeframe. Dr. Jackson's plans, which call for a 30-minute meeting each Wednesday, will have a minimal impact on this so-called free time.

Based upon the foregoing, I think it is apparent that the grievance has no merit. Moreover, I believe that this grievance threatens a basic managerial right. Accordingly, the Operating Committee should give great thought to the matter before it makes a decision. Clearly, as noted above, I believe the grievance should be denied.

Should you have any questions, please feel free to contact me.

Very truly yours,

KNOX McLAUGHLIN GORNALL &
SENNETT, P.C.



Mark T. Wassell

Erie County Technical School Director's Response to Grievance

Date of Grievance Request: September 11, 2009

Date of Alleged Grievance: September 1, 2009

Contract Section Violated: Article V: Section 6—Length of Day

The full-time teacher's school day shall not exceed six (6) hours and fifty (50) minutes consecutively, exclusive of faculty meetings. There may be one regular faculty meeting one (1) hour in length each month. Teachers shall be available for conference with pupils and administrators by appointment. Teachers are required to attend faculty meetings of an emergency nature. Teachers will have adequate notice of regular faculty meetings and conferences with administrators. The designated starting time for teachers and other professional personnel covered under this agreement shall be established annually by the administration prior to the start of each school year.

Nature of Alleged Grievance: Required scheduled (faculty) meetings in addition to the contractual one-hour monthly faculty meeting.

Relief Sought: Adhere to the contractual 1 hour monthly meeting.

Informal Conference Date with Director: September 18, 2009 from 11:30 a.m. to 11:45 a.m.

Director's Observations

Based on the explanations and clarifications provided by Mr. Lytle during the informal conference, it is apparent the Federation's interpretation of the contract prohibits any form of required faculty involvement in meetings:

- a. At any time during the regularly scheduled work day
- b. For any number of faculty members
- c. For any purpose
- d. Beyond one hour per month

The Director made inquiries of Mr. Lytle as to the number of faculty members required to attend meetings. As an example, the administration intends to require faculty members from five programs to participate in program improvement activities to improve the NOCTI scores in their programs. Mr. Lytle indicated that this type of meeting would constitute a 'faculty meeting' and fall within the one hour contractual obligation. Mr. Lytle indicated that the number of faculty members required to attend meetings gave the administration no latitude to call a meeting.

The Director inquired whether the purpose of the meeting would have any bearing on the administration's ability to call meetings. It was noted that the Federation supports the concepts of curriculum and professional development. The action that brought about the grievance was an initiative called 'Make a Difference' Wednesdays. The administration intended to hold 30-minute meetings each

week to provide opportunities for curriculum and professional development (e.g. the use of technology and instructional practices in literacy and numeracy). The Federation indicated that the purpose of a meeting gave the administration no latitude to call a meeting.

There is a measure of contract interpretation regarding the one-hour monthly faculty meeting. The Federation insists that the meeting time limit referred to in the contract includes compensatory time. It is probably more customary in contracts to consider faculty meeting limits with regard to non-compensatory time. This would be akin to our practices for open houses and advisory committee meetings—instances where faculty members are obligated beyond the regular school day. Since this is long standing contract language, there is no way to determine the intent or purpose behind the section.

It can be reasoned that current and recent practice regard faculty meetings as occurring on a monthly basis, for one hour or less and after the scheduled work day. If the Federation's concern is truly 'all encompassing,' then a grievance should have been filed sometime over the past couple of years.

Director's Response to Grievance

With regard to curriculum and professional development, the Director *was* of the opinion that administrative objectives could be accomplished with voluntary participation by faculty members. However, this grievance goes beyond these two areas and undercuts a fundamental principle of labor management—the ability of management to call together employees to address issues and provide opportunities for improvement.

Within reason, management has the right to meet with employees for any purpose at any time during the regular work schedule. Agreeing to a limit of one hour per month for meetings called by management would cripple the management process, the ability to address issues and the ability to improve the operation of the school. *Every meeting* would have to be carefully positioned against competing priorities and confined to the one-hour limit. It is on this basis that the Director rejects the Federation's grievance.

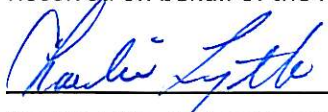


Aldo R. Jackson, Ph.D., Director

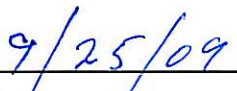


Date

Received on behalf of the Federation:



Charlie Lytle, Federation President



Date

11:30
9/18/09

REQUEST FOR PROSPECTIVE GRIEVANCE DISCUSSION

Erie County Technical School

As per Article II: Section 1 (Grievance Procedure), any employee who feels a grievable condition exists may complete this form to establish a time for initial informal discussion with the Principal/Director.

Date: 9/11/2009

Grievant's Name(s): Professional Unit of 1589

Date of Alleged Grievance: 9/1/2009

Contract Section Allegedly Violated: Article V: Section 6 – Length of Day

Nature of Alleged Grievance: Required scheduled (faculty) meetings in addition to the contractual one hour monthly faculty meeting.

Relief Sought: Adhere to the contractual 1 hour monthly meeting.

Individual Requesting Discussion: Charles Lytle

Informal Conference Date: 9/18/09 11:30-11:45

Principal's/Director's Response:

Principal's/Director's Signature:

Date:

Any Type of Collective
Meeting w/ Faculty
Members of ~~Any~~
Union. What
constitutes A
MAJORITY OF
THE MEMBERSHIP
5 PRINCIPALS

REQUEST FOR PROSPECTIVE GRIEVANCE DISCUSSION

Erie County Technical School

As per Article II: Section 1 (Grievance Procedure), any employee who feels a grievable condition exists may complete this form to establish a time for initial informal discussion with the Principal/Director.

Date: 9/4/2009

Grievant's Name(s): Professional Unit of 1589

Date of Alleged Grievance: 9/1/2009

Contract Section Allegedly Violated: Article V: Section 6 – Length of Day

Nature of Alleged Grievance: Required scheduled (faculty) meetings in addition to the contractual one hour monthly faculty meeting.

Relief Sought: Adhere to the contractual 1 hour monthly meeting.

Individual Requesting Discussion: Charles Lytle

Informal Conference Date: Sept. 8 @ 1045 AM

Principal's/Director's Response: I believe that the school adm. has the opportunity to utilize the instructors' NON-TEACHING time to enhance Curriculum. It is our opinion that this does not violate the Article V: Section 6 - Length of Day.

Principal's/Director's Signature: Joseph A. Tarasowitch

Date: 9/8/09