

Severe Weather Conditions & Personal Time

Q: Do I call in sick or take a personal day if I cannot make it to work because of severe weather conditions?

A: DO NOT call in sick and **DO NOT** use a personal day. When you call your school tell them that severe weather is preventing you from reporting.

ARTICLE XXXIII(A) states: teachers shall receive pay for absence on account of abnormally severe weather conditions in the Buffalo Metropolitan Area when certified by the Principal or the Division Head and approved by the Superintendent of Schools.

The above means that you should not lose sick or personal days **NOR** should you be docked pay.

When you do report to school, submit an "Application for a Short-Term Absence Leave From Regular Duty" form (personal leave form).

Complete the top: check the box "**with no absence charged, away on Board Business**".

Under the Reason for Request describe your particular circumstances. For example, "There was a travel ban and drifts preventing me from getting out of my driveway," or, "I ran off the road within 100 feet of my house", etc.

Roads do not necessarily have to be closed or impassible.

However, the weather has to be severe enough to prevent your safe passage to your Buffalo school assignment.

Schools being closed in your home district is **NOT** a valid reason for your absence from duty.

Over the years, there have been many grievances that have ended up in front of an impartial arbitrator.

Below is part of a recent arbitrator's award on a "snow day" grievance.

"In particular, the precise issue is whether a snowdrift which makes it impossible for the Grievant to get out of his driveway comes within the "severe weather conditions" provision. Undoubtedly, [*the teacher's*] absence on the day in question would seem to fall under any reasonable interpretation of the phrase "abnormally severe weather conditions." A four-foot high snowdrift is obviously caused by "weather conditions," and the fact that [*this teacher*] could not...extricate himself from his driveway would certainly indicate that the condition was "severe." This argument is strengthened by the fact that the Pembroke School System, the district in which [*the teacher*] lives, was closed on the day in question. Moreover, the closing of nearby school systems also supports the argument that there was "severe weather conditions."

"It is clear from the Bantle award, which involved other issues as well, that the policy applied at that time was similar, if not precisely the same, as that currently applied and used in [*the teacher's*] case. Thus, Bantle noted that the [*Director of Personnel*] generally determined whether the roads were open or passable and whether anyone in the highway department or the sheriff's department issued an order for drivers to stay off the roads. As Bantle noted, "the bottom line of the [*Director of Personnel's*] testimony is that he believes the leave request should be denied if the roads where the person has to travel are not closed or considered impassable." Bantle determined that whether roads were "closed" was used interchangeably with the word "impassable," despite the different meaning of these terms. Bantle also held that the fact that roads were considered "open" was not a "justifiable reason for denial" of a request

for severe weather conditions pay. Since "roads in Western New York are almost never technically deemed "closed", the use of this criteria would effectively render Article XXXIII (A) "meaningless." Moreover, and importantly, the evidence provided in the Bantle case indicated that highway departments are "likely to not even be aware if there are travel warnings which have been issued for their area." Bantle determined that the district's "use of the "closed" or "impassable" road test is not proper and made senior district administrator's recommendations arbitrary on their face because using that test made the language of Article XXXIII(A) essentially meaningless."

It is clear from the Cugalj award in 1978 that requests under Article XXXIII (A) are not "automatic," and relief is granted only "when valid reasons" are not provided for denying payment requests. The District's post-hearing brief in the Bantle case relied upon the same investigatory procedure used in the instant case to deny [*the teachers*] request. Obviously, Bantle found these procedures to be inadequate. The district conceded that its "verification procedure is not perfect," and Bantle obviously agreed.

Although I find that the grievance must be sustained in this case...Thus, the grievance is sustained, and the District is ordered to grant [*this teacher's*] request for "severe weather conditions" pay under Article XXXIII (A). Furthermore, the personal day which he was forced to take should be returned to him."

In another case, settled before arbitration, more than 300 teachers will soon have days restored to their accounts for snow day absences.

If you have any questions, call BTF **before** you submit your personal leave form. Please keep a copy of your completed form and send it to the BTF attention: your UniServ Director.