

STATE OF MINNESOTA

BUREAU OF MEDIATION SERVICES

IN THE MATTER OF GRIEVANCE ARBITRATION BETWEEN:

SPRINGFIELD ISD #85,

EMPLOYER,

-and-

SPRINGFIELD EDUCATION ASSN,

UNION.

ARBITRATION AWARD
BMS Case No. 12-PA-0975
Contract Interpretation

ARBITRATOR:	Rolland C. Toenges
DATE OF GRIEVANCE:	October 17, 2011
DATE ARBITRATOR SELECTED:	March 23, 2012
DATE OF HEARING:	July 11, 2012
LOCATION OF HEARING:	Springfield Minnesota
RECEIPT OF POST HEARING BRIEFS:	August 10, 2012
DATE OF AWARD:	September 3, 2023

ADVOCATES

FOR THE EMPLOYER:

Kevin J. Rupp, Attorney
Ratwik, Rozak & Maloney, P.A.

FOR THE UNION:

Nicole M. Blissenbach, Attorney
Education Minnesota

ISSUE

UNION:

- 1. Did the Springfield School District violate Article XIII, Section 1, Subdivision 2, of the parties' collective bargaining agreement when it unilaterally added a sixth class to the schedule of six teachers? If so, what is the remedy?**

2. **Did the Springfield School District violate Article VII, Section 6, of the parties' collective bargaining agreement when it assigned six teachers a class during a time when other teachers were given a supervisory assignment without additional compensation? If so, what is the remedy?**

EMPLOYER:¹

Did the District violate Article XII, Section 1, Subdivision 2, of the 2011-13 Collective Bargaining Agreement by assigning Junior High teachers to present information about character education during the advisory time?

WITNESSES

FOR THE EMPLOYER:

Dave Kreft, Principal
Keith Kottke, Superintendent

FOR THE UNION:

Cheryl Neidt, Teacher
Neil Neidt, Teacher
Stephanie Bertram, Teacher
Todd Bertram, Teacher
Jeff Briard, Teacher
Dana Veenstra, Teacher

ALSO PRESENT

Dave Nelson, Field Staff, Education Minnesota
Luther Hella, Former Superintendent

JURISDICTION

The matter at issue, regarding interpretation of the Collective Bargaining Agreement (CBA) between the Parties, came on for hearing pursuant to the grievance procedure contained in said Agreement. The Grievance Procedure (Article XV), in relevant part, provides as follows:

¹ The Employer's reference to Article XII at the hearing and in its post hearing brief appears intended to reference Article XIII, as Article XII is titled "Retirement Pay" and does not relate to the issues raised in the instant case.

“Section 1. Grievance Definition: A “grievance” shall mean an allegation by a teacher resulting in a dispute or disagreement between the teacher employee and the School District as to the interpretation or application of the terms and conditions of employment “contained in the Agreement.”

“Section 8. Arbitration Procedures: In the event that the teacher and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 4. The grievance shall be heard by a single arbitrator, and both parties may be represented by such person(s) as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

Subd. 5. The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A.

Subd. 6. Each party shall bear its own expenses in connection with arbitration including expenses relating to the party’s representative witnesses and any other expenses, which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The parties shall share equally the fees and expenses of the arbitrator.

Subd. 7. The arbitrator shall have jurisdiction over disputes, or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and continued in the written agreement, nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedures as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer School District, its overall budget, utilization of technology, organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in his/her order, the arbitrator shall give due consideration to the statutory rights and obligations of the School District to

efficiently manage and conduct its operations within the legal imitations surrounding the financing of such operations.”

The Parties selected Rolland C. Toenges as the Arbitrator to hear and render a decision in the interest of resolving the disputed matter.

The Arbitration hearing was conducted as provided by the terms and conditions of the CBA and the Public Employment Labor Relations Act (MS 179A.01 – 30). The Parties were afforded full opportunity to present evidence, testimony and argument bearing on the matter is dispute. Witnesses were sworn under oath and were subject to direct and cross-examination. Post hearing briefs were filed on August 10, 2012. There was no request for a transcript of the hearing.

The parties stipulated that the matter in dispute was properly before the Arbitrator.

BACKGROUND

Springfield Independent School District #85 (EMPLOYER) is a public school system, located in Springfield Minnesota, providing K-12 education.

Springfield Education Association (UNION) represents licensed teachers employed by the Springfield Independent School District.

The Employer and Union are parties to a Collective Bargaining Agreement (CBA) covering the 2011-2012 and 2012-2013 school years. Among other things the CBA contains provisions for “Extra Compensation” and “Hours of Work.” Provisions relevant to the instant dispute are as follows:²

“Article VII. EXTRA COMPENSATION.

² Joint Exhibit #1.

Section 6. Overload Assignment: Teachers will receive 1/7 of their base salary schedule step for teaching a yearlong class in place of a preparation period. In cases when a teacher assumes a class instead of supervision, the teacher will receive an additional salary remuneration of 9% of their basic salary step. In cases where a teacher is assigned a supervision in place of a free period, said teacher shall receive an additional remuneration of 9% of their basic salary step.”

Article XIII. HOURS OF SERVICE.

Section 2. The assignment for a full-time high school instructor for a seven-period day will be five classes, one study hall or one non-preparatory supervision (such as: lunch period supervision, media center supervision, or computer lab supervision), and one preparation period. All full-time elementary instructors shall have 50-55 minutes of preparation time to be allotted during their physical education, music, or other class periods when the teacher is not responsible for instruction of the students.”

During the 2010-11 school year the District Advisory Committee raised concern that students transitioning from elementary school to high school were in need of assistance in this transition. Also identified was a need to improve their math and reading achievement.

School administration arranged a meeting with staff to identify what could be done to address the issues identified by the District Advisory Committee. A plan was developed to provide a 21-minute segment between the third and fourth school hour, referred to as “Tiger Time.” Tiger Time was to provide a forum for addressing these issues with transitioning students. Objectives were to develop caring relationships, address topics relevant to the students, improve math and reading achievement, and build character by providing a buffer zone for students coming into high school.

In August of 2011, Principal Dave Kreft asked the six teachers, who taught seventh and eighth grades, to develop about a 25-day curriculum for Tiger Time. The plan was to provide one day of reading, one day of math, and three days of character

building each week along with related topics. Principal Kreft identified a number of topics to be highlighted.³ The six teachers each developed the requested curriculum during summer break and were compensated for their work.⁴

Beginning with the 2011-12 school year, the six teachers were each assigned to a 21-minutes of Tiger Time, which was added to the third period. The daily school schedule for teachers consists of what is referred to as “5-1-1.” This schedule consists of five periods of classroom instruction, one period of teacher preparatory time and one period of supervisory time (such as lunch room supervision, media center supervision, computer lab supervision, study hall, etc.).

To provide 21-minutes of Tiger Time for the six teachers, school administration decreased their second-hour period from 50 to 45 minutes, reduced their third hour period from 50 to 46 minutes, and relieved them of 12-minute “Channel One” time.⁵ All other teachers remained on the pre-existing schedule, including the 12-minute Channel One time.

On November 8, 2011 Principal Dave Kreft responded to concerns raised by teachers assigned Tiger Time, giving them the option of using curriculum designed by them or using a book read strategy.⁶

On November 17, 2011 the Union filed a Grievance alleging violation of the CBA. The grievance statement reads as follows:⁷

³ Joint Exhibit #5.

⁴ Employer Exhibit #3 & Joint Exhibits #4-9J.

⁵ Joint Exhibits#10, Employer Exhibits #14 & 15..

⁶ Joint Exhibit #2, pg. 4.

⁷ Joint Exhibit #2, pg. pg. 1 & 8.

“All instructors working with 7th and 8th grade students during 3rd hour are required to prepare for and teach a 21 minute class each day. The class is in addition to their regular 5 period teaching duty day. During this 21-minute class, the teachers are required to teach subjects that are not within his/her license. Teachers are also required to prepare lessons for Character Education and Reading. Essentially, these teachers are required to prepare for and teach six classes every day.

The alleged CBA violation was of Article XIII, Section 1, Subd. 2, namely:

“The assignment for a full-time high school instructor for a seven-period day will be five classes, one study hall or one non-preparatory supervision and one preparatory period.

Minnesota code of ethics for teachers – Teachers cannot accept an assignment for which they are not licensed.

And all other sections of the contract that might apply.”

Redress sought was as follows:

“Continue Math and Reading enrichment only if the teacher is not required to prepare or teach the daily lessons. The teacher would only monitor students during this block of time.

Character Education lessons would be replaced by Channel One and teachers would monitor during that block of time”

On November 23, 2011, Superintendent Keith Kottke denied that part of the grievance concerning Character Education and indicated it was his understanding that the Math and Reading Enrichment issue was resolved by continuing it only if the teacher is not required to prepare or teach the daily lessons.⁸

On December 5, 2011, Union President Todd Bertram filed a grievance with the Chairman of the School Board in accordance with the CBA Grievance Procedure.⁹

⁸ Joint Exhibit #2, pg. 7.

⁹ Joint Exhibit #2, pg. 12.

On December 8, 2011, the Employer and Union agreed to extend the timelines set forth in the CBA and requested grievance mediation through the Bureau of Mediation Services.¹⁰

On December 14, 2011, a meeting was held with the High School Principal, Dave Kreft, to further discuss concerns the six teachers were having with Tiger Time. Principal Kreft responded by making changes in the math and reading components and establishing an activity one day per week.¹¹

On February 17, 2012, School Board Chairman Darvin Voge denied the Union's grievance on the basis of Superintendent Kottke's response of November 23, 2011.¹²

On February 22, 2012, Union President Todd Bertam filed notice with the Employer that the grievance matter was being moved to arbitration under terms of the CBA.¹³

The Parties having failed to reach a mutually agreeable resolution of the grievance matter brings it before the instant arbitration proceeding for resolution.

EXHIBITS

JOINT EXHIBITS:

J-1. Collective Bargaining Agreement 2011-12/2012-13.

¹⁰ Joint Exhibit #2, pg. 12.

¹¹ Joint Exhibit #11.

¹² Joint Exhibit #2, pg. 13.

¹³ Joint Exhibit #2, pg 15.

J-2. Grievance Documents.

J-4. Advisory Activities: TJ Brown; Industrial Tech; 7th Grade.

J-5. Advisory Activities: Diana Veenstra; Media; 7th Grade.

J-6. Advisory Activities: Stephanie Bertram; Spanish; 7th Grade.

J-7. Advisory Activities: Neil Neidt; Art; 7th Grade.

J-8. Advisory Activities: Samantha Tighe; Physical Education; 8th Grade.

J-9. Advisory Activities: Cheryl Neidt; Communications; 8th Grade.

J-10. High School Daily Schedule.

J-11. Follow up to Meeting on December 14, 2011.

UNION EXHIBITS:

U-1. JH Advisory/Intervention Meeting, May 18, 2011.

U-2. JH Advisory/Intervention Meeting, August 2, 2011.

U=2. Junior High Advisory Schedule (typical 4 day & 5-day week).

U-4. Welcome to Advisory Group (power point).

U-5. Making Choices (power point).

U-6. Creative Choices (discussion guide).

U-7. 2011-12 Schedule – affected and unaffected teachers.

U-8. Duty Day Breakdown for Six Affected Teachers and Other Teachers.

U-9. Introduction - Choices/Decisions (discussion guide).

U-10. Employer Negotiation Proposal, CBA, Article XIII, Hours of Service.

U-11. Employer Modified Negotiation Proposal, CBA, Article XIII, Hours of Service.

EMPLOYER EXHIBITS:

- E-1. Advisory Preparation Pay Form.
- E-2. Copy Cat.
- E-3. Back to Back Drawing.
- E-4. Channel I vs. Advisory time.
- E-5. 2005-06 Junior/Senior High School Schedule.
- E-6. Double Prep Guidelines.

POSITION OF THE PARTIES

THE UNION SUPPORTS ITS POSITION WITH THE FOLLOWING:

- In the 2011-12 School Year, the Employer unilaterally assigned a sixth class (Tiger Time) to six teachers.
- These six teachers developed a curriculum for this class per the Employer's request.
- The CBA defines and sets limits of five (5) instructional periods, one (1) supervisor period and one (1) preparation period per school day (5-1-1).¹⁴
- The effect is that these six teachers are required to perform twelve (12) more minutes of instruction time than are all other teachers.
- The Employer has failed to provide overload pay for this assignment as is required by the CBA.¹⁵
- The assignment given the six (6) teachers differs from all other teachers who are assigned in accordance with the CBA.
- The twenty-one (21) minute class these six teachers are assigned is not comparable to the advisory period established in 2005-06, which was turned into "study hall" after a short period.

¹⁴ CBA, Article XIII, Subd. 2 (Pg. 12).

¹⁵ CBA, Article VII, Sec. 6.

- The 2005-06 advisory period was different than the instant matter in that it was designed for teachers to get to know their student advisees – there was no preparation, supervision or instruction involved.
- In CBA negotiations, the Employer was unsuccessful in its attempt to remove the 5-1-1 schedule set forth in the CBA.
- Tiger Time is a boni-fide class, which requires preparation of curriculum and instruction just like every other class.
- This assignment, given the six teachers, constitutes classroom instruction and requires additional compensation as provided in the CBA.

THE EMPLOYER SUPPORTS ITS POSITION WITH THE FOLLOWING:

- Tiger Time evolved from a recommendation of the District Advisory Committee near the end of the 2010-11 school year. The Advisory Committee was, made up of administrators, teachers and students.
- The purpose of Tiger Time is to provide character building, develop a caring relationship and to enrich math and reading skills for students transitioning into Junior High School.
- In Tiger Time, teachers are not required to assign homework and no grading or academic credit is involved.
- The objective of Tiger Time is to encourage interaction, meaningful to students, rather than involve teaching
- Tiger Time does not affect the teacher's preparatory and supervisory time.
- Tiger Time is not "double prep" as provided in the CBA, Article VII, Section 7.
- The provisions of CBA, Article VIII, Section 1, Subdivision 2, applies to Junior High only and goes back to the 2005-06 school year – changes were made in the 2011-12 school year.
- Tiger Time is an extension of the third classroom period and students stay with their third period teacher.
- Tiger time adds only nine (9) more minutes to the third period, which already had twelve (12) minutes of advisory time.

- Regular third period is from 9:58 a.m. to 10:43 a.m. Tiger Time is from 10:43 a.m. to 11:04. From 11:04 to 11:08, students are passing to fourth period, which is 11:08 a.m. to 11:54 a.m.
- Tiger Time of 21 minutes has no impact on teacher contact time.
- During each week, Tiger time consists of one day for reading enrichment, one day for math enrichment plus three days of character building and other educational topics.
- Teachers assigned Tiger Time were compensated for their work in developing curriculum development.
- In December 2011, some slight changes were made in Tiger Time, with the Principal developing fifth day discussion activity.
- There has been no CBA violation – both the CBA and PELRA provide the Employer with inherent managerial rights to establish educational curriculum.
- The Employer only gives up its inherent managerial rights with clear and unmistakable language. The Union cannot meet the burden of establishing otherwise.
- CBA, Article VIII, Section 1, establishes an eight-hour teacher day, including lunch.
- The Teacher Day, in addition to lunch, consists of a seven (7) periods, commonly referred to as 5-1-1. The seven periods consist of five (5) classes, one (1) study hall or one non-preparatory supervisory period and one (1) preparation period.
- The CBA does not restrict the length of each period, except preparation time for full time elementary teachers.
- The Employer did not agree to any restrictions beyond 5-1-1 and an eight-hour teacher day.
- Tiger Time is simply an extension of the third classroom period and does not constitute an additional classroom period.

- Teachers not involved in Tiger Time are mostly involved with “Channel One” time, which falls between the third and fourth hour and is part of school instructional time.
- Overload pay for Tiger Time is not applicable because it does not apply unless teacher loses a supervisor or preparatory period.
- The grievance should be denied.

DISCUSSION

The threshold issue in the instant case is whether the 21-minute Tiger Time is merely an extension of the third class (instructional) period, as the Employer argues, or constitutes a sixth class, as the Union argues.”¹⁶

The Employer argues that the 21 minutes of Tiger Time does not add to classroom instruction time, as it is derived from trimming five (5) minutes from the second period and four (4) minutes from the third period, plus relieving teachers from the 12-minute Channel One time, previously assigned.

Much of the testimony involved whether Tiger Time requires teaching skills and responsibilities typical of regular instructional activity. The record shows that teachers had considerable flexibility to alter curriculum as long as they were focused on Tiger Time goals. They were authorized to either use the lesson plans they had derived or use a book-read strategy.¹⁷ Teachers were not required to assign homework and no grading or academic credit was involved,¹⁸

Principle Kreft acknowledged during cross-examination that it would not be acceptable for the teacher to just hand out the lesson plan without further action. Kreft acknowledged that some form of classroom action is required, such as

¹⁶ CBA, Article VIII, Section 6,

¹⁷ Testimony of Principal Kreft and Joint Exhibit #2, pg. 4..

¹⁸ Testimony of Superintendent Kotte.

discussion with students. Kreft testified that he had monitored several Tiger Time sessions with each teacher and observed teachers utilizing classroom-teaching skills. In an effort to resolve the matter, Kreft made adjustments in the math and reading components and substituted an advisory physical activity for one day each week.

The Union counter argues that Tiger Time is in effect instruction time, as it involves following a lesson plan and requires teacher interaction with the students. Teacher witness Cheryl Neidt testified that she prepared a separate lesson plan for Tiger Time and prioritized questions she would ask students. C. Neidt testified that some of the material covered would have been in her Health and Science class. On cross-examination C. Neidt testified that during Channel One time, which she considers a non-teaching activity, she occasionally had discussion with students on what was covered in the telecast. C. Neidt acknowledged that in Tiger Time there was no grading, make-up, quizzes, academic credit or tests, only discussion. C. Neidt also acknowledged that at times she engaged students during study hall, which is also considered a non-teaching activity.

Teacher witness, Neil Neidt testified that he, like the other five teachers, developed curriculum for use in Tiger Time. N. Neidt testified that in Tiger Time there was a reading component one day a week and he assisted students in defining terms with which they might not be familiar. N. Neidt testified that he also collected student reflections to opinion type questions and reviewed them, but there were no right or wrong answers. N. Neidt testified that he made sure students understood the activity and would lead discussion on questions. On cross-examination, N. Neidt acknowledged that material from 2005-06 Advisory Time might have been used in Tiger Time.

Teacher witness, Stephanie Bertram testified that about one-half way through the school year, Tiger Time was changed to a more student directed activity. Bertram testified that Tiger Time changes were made in December 2011 replacing it with activities, but she still needed to review and reserve location and equipment. On

cross-examination, Bertram testified that concerns with math and reading enrichment were resolved. The record shows that math and reading enrichment were continued only if the teacher is not required to prepare or teach the daily lessons – the teacher would only monitor students during this block of time.¹⁹ On cross-examination, Bertram acknowledged that Tiger Time did not involve homework, tests, grading or academic credit, but she required some work to be turned in.

The Employer argues that Tiger Time is essentially a continuation of an activity implemented in the 2005-06 school year (Advisory Time), for which the Union raised no claim for additional compensation. The objective of 2005-06 Advisory Time was essentially similar to that of Tiger Time. The record shows that 2005-06 Advisory Time was derived from transferring 12 minutes of hall monitoring from the beginning of the school day to between the second and third period.²⁰ The record shows that the 2005-06 Advisory Time activity was discontinued sometime after the first quarter and the twelve (12) minute period was later used for Channel One Time, a television broadcast of current events designed specifically for students.

The record shows that the goal of 2005-06 Advisory Time was essentially similar to Tiger Time; the major difference was that the 2005-06 curriculum consisted of pre-existing material, where the 2011-12 curriculum consisted of curriculum prepared by the six teachers assigned Tiger Time.

The record shows the Parties view Channel One time differently. Union witnesses consider Channel One time a supervisory activity. The Employer considers it a part of instructional time. Channel One does not require teacher preparation, as the content is a television broadcast. Teachers may watch the broadcast with students or use the time preparing for classroom instruction, grading papers, etc. Teachers

¹⁹ Joint Exhibit #2, pg. 7.

²⁰ Employer Exhibit #15.

may engage in discussion with students regarding the Channel One subject matter. The six (6) Junior High teachers, who are subjects of the instant grievance were assigned Channel One time until the beginning of the 2011-12 school year when they were assigned Tiger Time.

The Employer argues that Tiger Time is not typical of regular instruction because it lacks the critical components such as a textbook, work assignments, tests, academic credit, grading and homework. Kreft acknowledges there were some issues with math and reading, but changes were made about the second quarter and he felt those issues were resolved. Kreft also introduced a fifth day activity about December 2011, which was mostly physical in nature. Kreft also gave teachers the option of using the lesson plan they had developed or using a book read strategy. Kreft also testified that the teachers had flexibility to alter curriculum as long as they were focused on the goal of Tiger Time.

Superintendent Kottke testified that Tiger Time was not an additional class, but was an extension of the third hour. Kottke testified that the objective of Tiger Time is to develop a caring relationship and to bring in topics relevant to students. Kottke testified that teachers are not required to assign homework and the objective is more interaction with the students rather than teaching.

Kottke testified that Tiger time is not a sixth class and is not "double prep, as the latter is combining two different electives into one class. Kottke testified that he expects teachers to be actively engaged with students in some situations, including Channel One time. Kottke testified on cross-examination that teachers not involved in Tiger Time are mostly assigned Channel One time, which he considers part of instructional time.

The 5-1-1 daily schedule for teachers consists of five periods of classroom instruction with students, one period of supervisory time with students and one period of teacher preparation time. The record shows that Tiger Time and Channel

One fall within the five periods of classroom instruction time with students. Further, the 5-1-1 supervisory and teacher preparatory periods are unaffected. Therefore, the issue of whether Tiger Time is instructional or supervisory appears moot. The CBA, Article VII, Section 6 applies only when the teacher assumes a class instead of supervision. There is no evidence that the teacher's 5-1-1 supervision period is replaced or reduced by Tiger Time or Channel One time.

The record shows the school day begins at 8:10 a. m. and ends at 3:05 p.m., a total time of six hours and 55 minutes, including a 30-minute lunch break.²¹ That leaves a combined six hours and 25 minutes for five daily instructional periods, one supervisory period and one teacher preparation period. If this combined total of six hours and 25 minute (385 minutes) is divided equally into the seven (7) school periods, it averages 55 minutes per period, including approximately 4-5 minutes student passing time between each period. Subtracting 55 minutes each for the supervisory period and teacher preparation period (385 - 110) leaves 275 minutes of available instruction time. The 262 minutes of instructional time assigned the six teachers teaching Tiger Time easily falls within the 275 minutes.²²

FINDINGS

- The assignment of Tiger Time does not constitute a violation of Article XIII, Section 1, Subd. 2 of the CBA. Although this provision identifies a seven-period school day, there is no reference to the length of a particular period, except for preparation time for elementary instructors. The adjustment of the schedule, dating back to 2005-06, to accommodate Advisory Time and later Channel One, establishes a history of some flexibility in the schedule.

²¹ Joint Exhibit #10.

²² Employer Exhibit #14 shows a combined total of 262 minutes of instructional time, including the 21 minutes of Tiger Time, for the six teachers assigned Tiger Time.

- Tiger Time is not an “OverLoad Assignment,” as set forth in the CBA, Article VII, Section 6. The teachers are not teaching a class in place of a preparation period or assuming a class instead of supervision. A fair reading of “preparation period” as used in the CBA is that it references one of the seven periods in the 5-1-1 schedule, rather than a small segment within an instructional period. Tiger Time and Channel One easily fall within the five periods of instructional time set forth in the CBA, Article XIII, Section 1, Subd. 2. There is no evidence that the teacher’s supervision period or preparation period under the 5-1-1 schedule is being replaced or reduced by Tiger Time.
- CBA, Article XIII, Section 1, Subd. 1 defines the basic teacher day as eight (8) hours, while the “High School Daily Schedule”²³ shows the school day as consisting of six hours and 55 minutes (8:10 a.m. to 3:05 p.m.). Assuming teachers are present before and after the scheduled starting and ending time, it is axiomatic that supervision activity takes place outside the 5-1-1 schedule, which is not considered part of the 5-1-1 supervision period.
- Whether Tiger Time may be subject to the provisions of CBA, Article VII, Section 7, is not within this Arbitrator’s jurisdiction, as it is not referenced in the issues submitted by the Parties. CBA, Article XV, Section 8, Subd. 7 provides that the “The jurisdiction of the Arbitrator shall not extend to . . . any grievance [issue] which has not been submitted to arbitration. . .”

AWARD

The grievance is denied.

The Arbitrator finds no violation of the CBA, Article VII, Section 6, or of Article XIII, Section 1, Subd. 2.

²³ Joint Exhibit #10.

CONCLUSION

The Parties are commended on the professional and through manner with which they presented their respective cases. It has been a pleasure to be of assistance in resolving this grievance matter.

Issued this 3rd day of September 2012 at Edina, Minnesota.

Rolland C. Toenges, Arbitrator