

*Catholic School Teachers:
Why Unionize?*

keep good teachers in Catholic schools
by:

- putting the Church's labor teaching into practice
- having a voice in working conditions, salaries, and benefits
- fairly resolving legitimate disputes
- treating teachers with respect & professionalism

*Catholic School Teachers:
How Can We Unionize?*

- by talking to your colleagues at school
- by becoming informed of locals in your area
- by contacting NACST:

**Rita Schwartz, President
NACST
Suite 903
1700 Sansom St.
Philadelphia, PA 19103
phone: (800) 99NACST
email: nacst.nacst@verizon.net
internet: www.nacst.com**

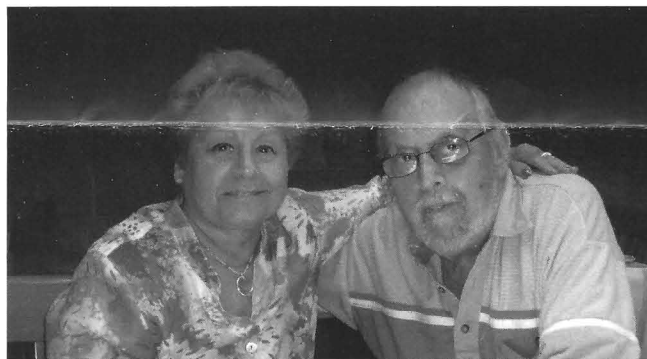
from the President ...

JUSTICE AND DIGNITY: NOT JUST CATCHWORDS

The spring issue of Newsworthy, the newsletter of the National Association of Catholic School Teachers, is what we call our "organizing issue," since it is usually distributed at the NCEA Convention. At this year's Convention in Pittsburgh, unionized teachers from the western part of Pennsylvania (Pittsburgh, Greensburg, Altoona-Johnstown) will be at the NACST Booth to talk with hundreds of non-unionized teachers who will be walking by.

Lay teachers in Catholic schools throughout the United States comprise well over 95% of the total teaching force. Yet, close to 90% of these teachers have no real say over their salaries, benefits or working conditions. They have no effective due process; they have no job security. These vital facets of a teacher's work life are, in a nutshell, what a teacher's union is all about. A Union is an organized voice, a recognized representative that can sit as an equal partner at the bargaining table and speak for teachers and their rights.

- cont'd on page 3



NACST President Rita Schwartz with former NACST President Bruno Scuglia (Pittsburgh)

In this issue...

from the President.....p. 1	past practicep. 4
Why Unions?p. 2	progressive discipline.....p. 5
	from the editor.....p. 6

National Executive Committee

President

Rita C. Schwartz
Suite 903
1700 Sansom St.
Philadelphia, PA 19103
phone (215) 665-0993
(800) 99 - NACST
fax (215) 568-8270
nacst.nacst@verizon.net

Executive V.P.

William Blumenstein
8 N. Barrett Ave.
Audubon, NJ 08106
phone (856) 546-5850
fax (856) 546-6561
wblumenstein@ctunj.com

Secretary-Treasurer

Michael DeSantis
6733 Reynolds Road
Mentor, OH 44060
phone (440) 951-0077 x241
mikedesantis@yahoo.com

Vice Presidents at Large

Kathleen Mahoney
205 South Prospect St.
Granville, OH 43023
phone (614)638-1017
drkmahoney@roadrunner.com

Paul Fitzpatrick
22 Main St., ext 1-6
Simsbury, CT 06081
phone (860) 604-9593
paulfitzpatrick5@att.net

George Rudolph
Foster Plaza
Bldg #10, Room 120
680 Anderson Dr.
Pittsburgh, PA
phone (412) 921-6042
fax (412) 921-6050

Patricia Spellman
10416 Ewell Dr.
St. Louis, MO 63137
phone (314) 388-0495
fax (314) 533-1618
pspstl@gmail.com

Why Unions?

People with the same concerns often get together to talk and look for answers.

That's exactly what a union is all about.

American workers have been joining together in democratic unions since the end of the 18th century.

Collective bargaining remains a uniquely American success story.

The way that unions address the most direct needs of their membership is through labor-management negotiations, sitting at a bargaining table with the employer.

Contracts are bargained by democratically elected union representatives who come to the table as equals of their management counterparts. Through the give and take of the bargaining process, they establish equitable wages, working conditions, job safety and job security, and a system for resolving disputes - a grievance procedure.

*from AFL-CIO publications # 164 &
P-189-0892-350*



The NACST Executive Committee

from left, back row, Mike DeSantis, Bill Blumenstein, Paul Fitzpatrick, George Rudolph

from left, front row, Patricia Spellman, Rita Schwartz, Kathleen Mahoney

*from the President ...
cont'd from page 1*

The actual process of forming a teachers' union is not rocket science. However, the procedure of securing recognition and collective bargaining rights from one's pastor, superintendent or bishop is, often, more complicated than it needs to be. For well over 100 years, the Catholic Church has championed the rights of union representation, fair treatment and negotiated contracts for all workers. The U.S. Bishops have spoken specifically of these rights being there for their own employees. Actions do speak louder than words, and we have seen some bishops vote approval of union rights for all employees including their own, but silently add to that vote the words "not in my backyard." I call this seeming contradiction situational social justice. This apparent disconnect distorts Catholic social teaching and that is something that teachers in Catholic elementary and secondary schools simply cannot allow to happen.

Thousands of unionized Catholic school teachers throughout the United States are proof that Justice and Dignity for Catholic School Teachers are attainable and are in perfect harmony with the teachings of the Catholic Church. Justice and Dignity are not just catchwords. They must form the foundation of the Church's labor relations policy just as they form the basis of the Church's social teaching.

The National Association of Catholic School Teachers was established to work with and fight for teachers so that they can achieve the rights long championed by the Church for all workers.

Let the National Association of Catholic School Teachers know what we can do to help you.



Rita

*Officers of the Queen of Peace Executive Committee
with NACST President Rita Schwartz*

*Among the basic rights of the human person must be counted the right
of freely founding labor unions.*

*These unions should be truly able to represent the workers and to
contribute to the proper arrangement of economic life.*

(#68, Gaudium et Spes, Vatican II)

Labor-Management Issues: Past Practice

Affiliated Locals

Altoona Johnstown Catholic School Teachers Association

(Diocese of Altoona Johnstown PA)
Michele Kirk

Association of Catholic Teachers (Archdiocese of Philadelphia PA)

www.act1776.com
Rita Schwartz

Catholic Teachers Union - NJ

(Diocese of Camden NJ)
www.ctunj.com
Bill Blumenstein

Central Ohio Association of Catholic Educators

(Diocese of Columbus OH)
www.coace.com
Kathleen Mahoney

Cleveland High School and Academy Lay Teachers Association

(Diocese of Cleveland OH)
Michael DeSantis

DELTA

(Diocese of Worcester MA)
Jonathan Meagher

Diocesan Elementary Teachers Association

(Diocese of Buffalo NY)
Sue Manzella

Federation of Pittsburgh Diocesan Teachers

(Diocese of Pittsburgh PA)
Brian Klisavage

Greater Hartford Catholic Education Association

(Archdiocese of Hartford CT)
Paul Fitzpatrick

Greensburg Diocesan Teachers Association

(Diocese of Greensburg PA)
Thomasine Rose

based on a paper distributed at the 2013 Labor Arbitration Institute Program on Labor Law and Labor Arbitration

Among those involved in labor-management relations it is commonly understood that a negotiated contract cannot deal explicitly with all the minutiae of the employee workday.

Contracts most often address major employment provisions such as salary, benefits, grievance procedure, and general working conditions.

Many times, however, contracts do not address issues such as an employee's cleaning responsibilities, dress code, or teacher lunches.

If a contract is silent concerning a specific issue, the question arises whether or not there is some other principle which governs the rules and conditions under which employees work. The answer is "past practice."

The principle of past practice is used by employers, union officials and labor arbitrators when there are disputes in areas which the contract does not address.

The definition of past practice most commonly used today was presented by Arbitrator Richard Mittental in 1961. According to his definition a past practice is "a course of conduct that is the understood and accepted way of doing things over an extended period of time, and thus, mutually binding and enforceable." [59 Michigan Law Review (1961)]

In Mittental's definition there are three key concepts which adhere to the principle of past practice: consistency, repetition, and, acceptance. In order for a practice to be considered binding and enforceable it must have all three of these characteristics.

For example, if the contract does not explicitly detail a dress code for women and the school administration seeks to change the school's practice by adding a requirement that female teachers wear a dress or skirt but not pants, an employee continuing to wear pants may claim that "past practice" prohibits such a change.

The employee or her union representative must show: 1. that women regularly wore pants without any employer discipline (consistency); 2. that women repeatedly wore pants, not just on "dress down" days or other special circumstances (repetition); and, 3. that the employer never admonished or disciplined a female teacher for wearing pants (acceptance).

The scope of past practice is exhibited in workplace circumstances, not in personnel (employees or management).

If the circumstances do not change, but administrators do, the past practice remains normative.

Thus, managerial prerogative does not include all workplace practices which are not explicitly stated in contractual provisions.

If administrators desire to change a binding past practice, they may make a contract proposal in negotiations. Whether or not the practice will change depends on the negotiated settlement.

-cont'd on page 5

Labor-Management Issues: Progressive Discipline

based on a paper distributed at the 2013 Labor Arbitration Institute Program on Labor Law and Labor Arbitration

The rationale for the principle of progressive discipline is that discipline in the workplace is intended to be corrective rather than punitive. If discipline were punitive the employer would consider dismissal of an employee first, regardless of the "severity" of the employee's actions.

The principle is a benefit for an employee because he/she learns expectations of the employer.

The employer benefits because the school retains an experienced employee.

The principle of progressive discipline is inherent in every negotiated contract and in the concept of "just cause."

Most contracts contain provisions stating that employees may not be dismissed except for just cause. In schools, this applies to both tenured and non-tenured teachers.

For example, the principle does not anticipate that a teacher would be fired for failing to attend an in-service program without calling out sick.

The principle does not ignore more serious violations of workplace expectations, i.e. a teacher physically disciplining a student.

A contract is able to determine those circumstances and violations which are serious enough to warrant dismissal. Contracts often provide for a "ladder" of penalties for various violations of workplace expectations.

When an employee's actions are deemed to be violations low on the ladder, the principle of progressive discipline provides penalties short of dismissal.

Those penalties are intended to correct the employee's actions.

Thus the process of progressive discipline starts with warnings, then, if there is no correction to the employee's violations, the process moves to suspensions of varying degrees, and, only if the violations continue, to dismissal.

Progressive discipline is a bedrock principle of the labor-management relationship.

Simply, discipline of an employee must be proportional to the severity of an offense.

Affiliated Locals

NACST @ St. John Vianney
(Diocese of Trenton NJ)
Helena Rosato

**Queen of Peace H.S.
Lay Teachers Association**
(Archdiocese of Newark NJ)
Kathy Kiska

St. Denis Teachers Association
(Diocese of Trenton NJ)
Janne Darata

**St. Joseph's
Teachers Association**
(Archdiocese of Newark NJ)
Darlene Fisher

**St. Louis Archdiocesan
Teachers Association**
(Archdiocese of St. Louis MO)
Patricia Spellman

**St. Peter Prep
Teachers Association**
(Archdiocese of Newark NJ)
Steve Caslowitz

**St. Rose
Teachers Association**
(Diocese of Trenton NJ)
Sean McDonald

**Scranton Diocese
Association of
Catholic Teachers**
(Diocese of Scranton PA)

**Secondary Lay
Teachers Association**
(Diocese of Buffalo NY)
Chris Rusin

**Union County Catholic
Education Association**
(Archdiocese of Newark NJ)
Marc Berger

**Youngstown Confederation of
Diocesan Teachers**
(Diocese of Youngstown OH)
Barbara McVickerr

Past Practice cont'd

In addition to issues on which the contract is silent, the application of past practice norms may also be used to clarify contractual provisions which are ambiguous, to give specificity to general contractual provisions, or to "fill a gap" in the contract.

Of course, past practice cannot violate an explicit contractual provision.

Working in schools, teachers can rely on the past practice principle to guard against the vagaries of changing administrators.

from the editor..

Use NACST Resources to Organize

Labor rights, according to 130 years of Roman Catholic Church social justice teaching, are inherent in the dignity of the human person and his/her labor.

Rights to form and join unions, to bargain collectively, for most US workers are protected and promoted by the National Labor Relations Act. In 1979, in the *Chicago Bishops* decision, the US Supreme Court excluded Catholic school teachers from that protection.

For almost forty years NACST has been promoting those rights of Catholic school teachers, even without the protection of the US National Labor Relations Act.

Through negotiation workshops, legal action, education in contractual relationships with employers, and job actions, the National Association of Catholic School Teachers has worked to put the Church's social justice teaching into practice.

In Catholic schools, where the majority of teachers are "employees at will," employees too often worry about job security and their ability to do the work they desire - to educate students. Too often, achievement in the classroom is inhibited by concerns about working conditions, personality conflicts with administrators, or, simply, uncertainty.

Members of NACST have the experience and knowledge of representing teachers which can allay those concerns.

Employees at will can benefit from the experience and knowledge of NACST.

Simply, representation begins with the election of a bargaining agent independent of the employer Church. The union then negotiates contracts with the diocesan and/or school administrations. In the history of NACST affiliated locals, teachers have sometimes found it necessary to take job actions to safeguard key provisions of the negotiated contracts. Those affiliates and teachers are still working to fulfill their mission.

Teachers working under negotiated contracts have that essential aspect of working to fulfill the mission - job security. Such is not the case with employees at will.

Often enough, for employees at will, terminations have been based on the changing whims and personal quirks of school administrators.

While it would be nice to think that all members of the Church follow the moral imperatives associated with the dignity of the worker, experience has shown that, even as the Church actively promotes the rights of workers, individual bishops, pastors, and principals act contrary to those same moral principles.

NACST urges all Catholic school teachers to put into practice the Church's social justice teaching.

To all employees at will in Catholic schools: use NACST to protect and promote your rights.

Contact NACST today.

Newsworthy is published four times throughout the school year by the
National Association of Catholic School Teachers, Suite 903, 1700 Sansom St. Philadelphia, PA 19103
phone (215) 665-0993 or (800) 99 - NACST fax (215) 568-8270 email nacst.nacst@verizon.net.
Direct comments, inquiries to Chris Ehrmann, Editor.