

BASIC CONTRACT
BETWEEN
DIOCESAN CONFEDERATION OF TEACHERS
OF LOCAL 3504

AND

DIOCESE OF YOUNGSTOWN
ELEMENTARY CATHOLIC SCHOOLS

2016-2019

ACKNOWLEDGMENT OF HANDBOOK

I have received a copy of the Basic Contract Between Diocesan Confederation of Teachers of Local 3504 and Diocese of Youngstown Elementary Catholic Schools, 2016-2019, and acknowledge that it is my responsibility to read and abide by the policies contained therein.

Signature of Teacher

Date

Signature of Confederation Representative or Designee

Date

A copy of this receipt will be placed in each teacher's personnel file and a copy will be sent to the Confederation office within ten (10) days after signing this form.

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PREAMBLE

WHEREAS, it is the policy of the Youngstown Diocesan Office of Catholic Schools and Office of Religious Education to maintain high educational standards and to provide reasonable job security for its teachers; and

WHEREAS, the Youngstown Diocesan Confederation of Teachers recognizes the uniqueness of the Roman Catholic School System committed to provide education within the framework of Catholic principles and that nothing in this Agreement shall be construed as interfering in any way with the Bishop, or his designee, in carrying out his functions and duties that are canonical, ecclesiastical, or religious in nature; and

WHEREAS, the Confederation recognizes the sole right and duty of the Ordinary of the Diocese, functioning through his designee, to see that the schools are operated in accordance with the philosophy of Catholic education, the Office of Catholic Schools and Office of Religious Education policies, the doctrines, the teachings, the laws and norms of the Catholic Church. The Confederation recognizes that teachers in a Catholic school have accepted a ministry in the Catholic Church, and as ministers they represent the Church. The Confederation recognizes that the Ordinary has the sole prerogative to determine what will be taught in the areas of faith and morals and will determine the criteria and preparation necessary for a teacher to teach in a Catholic school.

WHEREAS, the Confederation and its membership further recognize that the teachers in violation of these functions and duties referred to herein above are subject to termination and have no right to grieve. (This clause is not intended in any way to deny the use of existing procedures to ecclesiastical authorities. In the spirit of this Agreement, the Bishop, or his designee, where practicable should give notice to a faculty member considered to be acting in violation of Church teaching.)

NOW, THEREFORE, in consideration of the aforesaid premises and as a part of the ongoing dialogue, the Office of Catholic Schools and the Confederation hereto mutually agree with each other as follows:

ARTICLE I

RECOGNITION

Section 1

- A. The Diocese of Youngstown Office of Catholic Schools (hereafter referred to as the Office) recognizes the Youngstown Diocesan Confederation of Teachers, National Association of Catholic School Teachers, Local 3504 (hereafter referred to as the Confederation) as the sole collective bargaining representative for all the licensed/certificated personnel employed by the diocesan elementary; except as stated in Sections 1B and C of this Article.
- B. The Confederation shall not be the bargaining agent for priests and/or religious in the diocesan elementary.
- C. The Confederation shall not represent or be the bargaining agent for anyone employed under an administrative contract.

Section 2

The Confederation recognizes the Office as the representative of the Bishop of the Diocese of Youngstown and of the Catholic people of the Diocese of Youngstown, and as the employer of the licensed/certificated personnel of the elementary schools of the Diocese of Youngstown.

ARTICLE II

OFFICE OF CATHOLIC SCHOOLS RIGHTS AND RESPONSIBILITIES

Section 1

The Office hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon them by the Bishop of Youngstown, including but not limited to the following:

- A. The executive management and administrative control of the school system and its properties and facilities;
- B. The hiring of all employees, the determination of their qualifications and the conditions of and for their continued employment; their demotion, dismissal, and the right to promote, assign and transfer all such employees;
- C. The establishment of grades and courses of instruction including special programs, and providing for athletic, recreational and social events for the students, all as deemed necessary or advisable by the Office;

- D. The delegation of authority through recognized administrative channels for the development of curriculum and organization of the means and methods of instruction, the selection of textbooks and other teaching materials, and the utilization of teaching aids of all kinds;
- E. The determination of class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, the determination of appropriate administrative and non-teaching activities within the school system, and the determination of such other terms and conditions of employment;
- F. The establishment of rules, regulations, policies and procedures (policies of the Diocese of Youngstown, Office of Catholic Schools Administrator Handbook, personnel policies, Office of Religious Education policies, individual school faculty handbooks) which shall not be in conflict with the expressed terms and conditions of this Agreement.

Section 2

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Office, the adoption of policies, rules, regulations and practices in furtherance of this Agreement, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and Ohio and federal statutes; and then only to the extent such specific and express terms hereof are in conformance with the view of the Catholic community as expressed by the Bishop of Youngstown.

Section 3

By not exercising the rights hereby reserved to them, or by exercising them in a particular way, such action shall not be deemed to be a waiver of the rights reserved to the Office or a requirement to exercise them in any other way not in conflict with the terms and conditions of this Agreement.

Section 4

The Office shall be responsible for giving written notice to the President of the Confederation of all official action which affects the diocesan secondary teachers.

Section 5

The Diocese of Youngstown Anti-Bullying, Harassment and Intimidation Policy referenced herein governs the behavior of all employees and students of Diocese of Youngstown Schools. A hard copy of the current policy will be provided, by the Office of Catholic Schools, for each school and also for the Youngstown Diocesan Confederation of Teachers office and posted at <http://doyocs.org>.

Section 6

Whenever the Office changes a policy which directly or indirectly affects any aspect of the high school community, the Office shall forward to the Confederation a copy of such changes.

Section 7

The Office shall make reasonable provisions for the safety and health of the teachers at the school during the hours of their employment. The Office, the Confederation and the employees recognize their obligations and/or rights under existing federal and state laws with respect to safety and health matters.

ARTICLE III

RIGHTS AND RESPONSIBILITIES OF THE CONFEDERATION

Section 1

The Office and Confederation will not discriminate against or show preferential treatment toward any teacher because of race, sex, color, national origin, union activity, membership or non-membership in the Confederation.

Section 2

- A. In each school, the members of the Confederation shall designate one of their members as building representative for purposes of liaison among faculty members and between the members of the Confederation and the local school administration in matters pertaining to the administration and application of this contract and other matters of mutual concern.
- B. The administration in each building shall recognize the Confederation building representative as the official representative of the teachers at the building level concerning Basic Contract implementation.

Section 3

The Confederation shall have the right to place Confederation material in the mailboxes of Confederation members. Placement will be made by the authorized building representative of the Confederation or his/her designee who must be a member of the local building Confederation. When materials being placed in the school mailboxes are to be distributed to the entire teaching faculty, the Confederation shall issue a copy of such material to the principal 24 hours prior to said placement.

Section 4

The local building representative shall have the right to schedule local Confederation meetings before or after school while the building is regularly open. Request for such building use shall be given 24 hours in advance. It is understood that only in extreme circumstances will the 24-hour notice provision be asked to be waived. It is likewise understood that only in extreme circumstances will the Confederation be asked to change its meeting plans.

Section 5

- A. Teachers in the diocesan elementary schools who are elected or appointed to positions within the Confederation will, upon proper written notification, be granted leaves of absence of not less than one (1) year subject to yearly renewal. Upon proper written notification by the Confederation, renewal will be granted.
- B. Such leaves of absence will be granted on a full-time basis and the recipients of such leave shall receive no salary from the elementary school. Such leaves of absence also will be granted on a part-time basis, but only when all scheduling difficulties are resolved to the satisfaction of both parties. The teacher on a part-time leave shall receive a salary from the elementary school as indicated under Article XI Leaves, Article XIV part-time teachers, and Appendix A.
- C. Teachers granted such leaves of absence shall retain all insurance, pension and other benefits in conformity with contract and benefit plan requirements provided that the teacher pays all amounts (including contributions normally paid by the school) as billed necessary or required under any such insurance, pension or other benefit plan.
- D. Any teacher granted such leave of absence shall continue to accrue seniority for salary increments and all other purposes.
- E. Upon return to service, the teacher shall be placed in the assignment which he/she left if available or in a teaching position for which he/she has Ohio licensure/certification or, in the absence of such assignment, an assignment mutually agreed to between the Confederation and the Office with all accrued benefits and increments that he/she would have earned had he/she been in regular service.
- F. The teacher hired as the replacement for the teacher on an approved leave of absence shall be notified, at the time of employment, that he/she is a temporary employee and the duration and statement of temporary employment shall be clearly stated on the replacement teacher's individual contract.

Section 6

Each year, the Confederation will provide each elementary school principal with an official roster of officers and representatives. To facilitate the carrying out of Confederation duties, including meetings with the superintendent, the president of the Confederation, if a high school teacher, shall be granted his/her period of professional preparation during the last teaching period of the school day. During this period, the President, if an elementary school teacher, shall be permitted to leave the school building to perform these duties. In an elementary negotiations year, the elementary Vice-President shall be allowed to leave the building to perform these duties. For the sake of good order, the President and/or elementary Vice-President shall notify the principal of his/her intent to exercise his/her option to leave the building.

Section 7

The building lay representative may make periodic inquiries to the principal to obtain the names and addresses of newly hired teachers. Names and addresses of newly hired teachers shall be provided to the Confederation building lay representative, at the time of request, if information is available.

Section 8

- A. The Office shall provide to each teacher information explaining all benefits including medical, retirement and insurance benefits provided to a teacher. The information shall be provided when a teacher signs his/her first individual contract. Any information explaining new benefits or updating existing benefits shall be provided to all teachers during the orientation days at the beginning of the school year.
- B. All licensed/certificated personnel represented by the Confederation, as defined in Article I, shall receive a copy of this Agreement with all appendices prior to the beginning of the 2016-2017 school year. Any new teacher hired during the term of this Agreement shall receive a copy of this Agreement prior to/or at the signing of the individual teacher contract.
- C. The cost of the publication of the Basic Contract will be borne equally by the Office and the Confederation.

Section 9

The Confederation president, if an elementary teacher, shall be granted up to four (4) Confederation business days per year to conduct legitimate union business provided the cost of the substitute is borne by the Confederation. The elementary Vice-President shall be granted up to two (2) Confederation business days per year to conduct legitimate union business provided the cost of the substitute is borne by the Confederation. The Confederation secretary and treasurer, if elementary teachers, will be granted two (2) Confederation business days to conduct legitimate union business provided the cost of the substitute, selected by the building Principal, is borne by the Confederation. Said Confederation business days shall not be deducted from the teacher's accumulated sick leave days.

Section 10

- A. In all schools, the Confederation shall be granted at least one-half (1/2) hour of time on the agenda of orientation days prior to the beginning of the school year for the conduct of Confederation business.
- B. The Confederation shall be given time, as the final item on the agenda of every faculty meeting, for reports and announcements.

Section 11

- A. In order to promote the discussion of matters of concern and to facilitate free communication between parties, two (2) meetings of the Confederation President or designee and the Superintendent or his designee shall be held on the first Wednesday in November of each year and the first Wednesday in February of each year. Upon mutual agreement, the meeting date may be changed or postponed. It is understood that such meetings may be extended into additional sessions upon request by either party.
- B. Proposed agendas shall be exchanged ten (10) calendar days prior to the meetings.
- C. It is understood and agreed, however, that all discussions and negotiations regarding salaries and working conditions shall be conducted according to Appendices B and C.
- D. Additional meetings shall be called upon written request of the Confederation or the Superintendent. The requests shall contain a specific statement as to the reason for the request.
 - 1. Requests from the Confederation shall be made to the Superintendent.
 - 2. Requests from the superintendent shall be made to the President of the Confederation.
 - 3. A mutually convenient meeting date should be arranged within one (1) week of the request.
 - 4. The meeting shall take place no later than three (3) weeks following the request unless an extension is agreed upon.

Section 12

In each school, the local administration, upon mutual agreement with the local Confederation, may provide a bulletin board in the faculty lounge or the faculty dining room on which the Confederation may post notices and materials. The Confederation building representative or his/her designee shall have the exclusive responsibility for posting and removing Confederation notices and materials.

Section 13

The building representative or the principal shall have the right to call a meeting, at a mutually agreeable time, in the event that either feels a problem or concern exists, so that such meeting can expedite resolution. The party calling the meeting shall give the reason for the meeting at the time of the request.

Section 14

Upon the request of the building representative, the school administration shall make available to the faculty the previous year's diocesan annual financial statement and current year's proposed operating budget by October 1. Upon review of these materials, the Confederation may submit

recommendations pertaining to the budget to the principal.

ARTICLE IV

DUES CHECK-OFF

Section 1

All teachers have the right to join or not to join the Confederation. The school shall cause to be deducted the Confederation dues or service fees from the salary of each teacher who furnishes the proper authorization to make such deductions. The Confederation will advise the Office and schools, by August 1 of each year, in writing, the total amount to be deducted for dues or service fees. This amount will be in effect for the subsequent 12 months. All dues and service fee authorizations shall be irrevocable for the term of this Contract and thereafter, unless the individual teacher shall submit, in writing, his/her resignation from the Confederation or revocation of the service fee authorization by certified mail to the Confederation office during any period of 15 days prior to the start of any school year.

Section 2

- A. Regardless of whether a teacher joins or refuses to join the Confederation, after 30 days of employment, all members of the bargaining unit shall pay the Confederation dues or service fees during the term of this Contract. If a member of the bargaining unit chooses not to pay his/her dues or service fees, the Confederation and the Office fully recognize that such individuals would be liable to a lawsuit in order to retrieve said dues or fees. It is further understood and agreed that the Confederation will not file a lawsuit against any member of the bargaining unit without first making a written request to such teacher for payment and, if payment is refused or withheld for more than 30 days, the Confederation may evaluate any extenuating circumstances involved in the teacher's refusal to pay the service fees.

After such evaluation, the Confederation may then notify the teacher, with a copy sent to the respective school and Office, indicating the Confederation's intent to file a lawsuit against the teacher within 30 days.

In such lawsuits, the Confederation will not name the Office or school as a party. If the Office and/or school are made a party or become a party to the lawsuit, the Confederation shall defend both parties and shall pay any actual damages or other liabilities incurred. However, during the legal proceedings, the Office and school reserve the right to assume their own defense in which case the Office and school will pay their own legal fees.

- B. The service fees, while not implying any prejudices toward the Confederation, represents these teachers' share of the cost of the Confederation's efforts on their behalf. If requested in writing by the teacher, the full amount of the service fees can be

assigned to the Confederation Scholarship Fund.

- C. For the term of this contract, the service fees shall be 85% of the Confederation dues.
- D. The deadline for self-pay dues/service fees is November 1st.

Section 3

- A. The school shall forward to the Confederation, with the October payment, a list of teachers who have signed payroll authorization forms for whom dues and service fees have been deducted.
- B. The individual elementary schools with authorization agree to deduct the Confederation annual membership dues or service fees. Such remittance shall be forwarded to the Confederation Office upon receipt and must be post marked by the 20th of that month.

Section 4

No part(s) of this Article is/are to be construed as agreement on the part of the Office or the Confederation to be a closed shop contract.

ARTICLE V

GRIEVANCE PROCEDURE

Section 1: Definitions

- A. A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of this written Agreement. When this definition applies, this grievance procedure, as stipulated in this Article, shall be in effect in its entirety. A second definition of a grievance is an inequity, misinterpretation or misapplication of any policy or rule which adversely affects a member of this bargaining unit. When this definition applies, the grievance procedure as stipulated in this Article, shall be in effect up to and inclusive of Article V, Section 3, Step 2F.
- B. A "grievant" is the person or persons making the claim.
- C. The limits in days under each section of this procedure shall be counted as calendar days (working days) excluding weekends and holidays. The number of days indicated at each step shall be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent, in writing, by both parties. Failure to expedite the process by exceeding these time limits may be cited as a factor in a determination of the grievance, but all information relevant to the results of a grievance should be considered at each stage of the procedure.

Section 2: Informal Procedure

- A. Either the grievant or a representative of the Confederation or both shall first discuss the matter with the principal or administrator concerned with the objective of resolving the matter informally.
- B. It is the intention of the parties to make a sincere and determined effort to settle all alleged grievances on a voluntary and informal basis. The specific limitation of the section to alleged violations of the terms or conditions of this Agreement is not intended to preclude discussion between the persons involved in an alleged grievance.
- C. The parties expressly agree that the statements made during the informal discussions referred to herein above may not be quoted by the opposing party during formal proceedings. This provision is not intended to preclude the use of this information if it is obtained from other sources or on another occasion or to diminish the substantive rights of the aggrieved party.
- D. The informal procedure shall exist for a 20-day period beginning with the day the act or condition which caused the grievance could have been commonly known.

Section 3: Formal Procedure

Step 1

- A. In the event the matter is not resolved informally, the grievance, stated in writing, shall be submitted to the principal of the school and superintendent within five (5) days after the conclusion of the informal procedure. (See Appendix F.)
- B. A grievance can be submitted and, therefore, discussed with the principal and superintendent or designee:
 - 1. by the grievant;
 - 2. by the grievant accompanied by a Confederation representative;
 - 3. through a Confederation representative if the grievant so requests;
 - 4. a. by a Confederation representative in the name of the Confederation;
 - b. If a specific individual is affected, permission from said individual is required.
 - 5. If the grievance is lodged against an administrator other than the principal, that administrator shall be present at the discussion.

- C. Within five (5) days after receiving the grievance, the principal and the superintendent or designee shall state their decision, in writing, and one (1) copy shall be sent, by certified mail or personally delivered, to the grievant and one (1) copy to the Confederation representative.

Step 2

- A. If the grievant is not satisfied with the disposition of the grievance at Step 1 or no decision has been rendered within five (5) days, an appeal may be made, in writing, within five (5) days post the former five (5) day limit to the superintendent for the creation of a grievance appeal panel consisting of:
 - 1. one member designated by the Office;
 - 2. one member designated by the Confederation; and
 - 3. a third member mutually agreed upon between the above members.
- B. Within five (5) days, after the request for the creation of a grievance appeal panel, the Confederation and the superintendent will advise the other party, in writing, of the member each designated. After such designation, the appointed members of the grievance appeal panel shall agree upon a third member within five (5) days.
- C. Upon failure to agree on the third member in the manner stipulated above, the third member shall come from a mutually agreed upon list that shall be made up in September of each year. One designated member of the Confederation and one person from the Office shall meet and compose this list of ten (10) people.
- D. A name from the list referred to in C above will be selected by the two (2) members of the grievance appeal panel as referred to in Step 2A. If the members cannot agree, a name will be drawn at random by the party chosen by the flip of a coin until a willing member is found.
- E. The grievance appeal panel shall meet at a mutually agreeable time and place within ten (10) days to hear the grievance. The decision of the grievance appeal panel shall be rendered, by certified mail, to the superintendent or his designee and the Confederation within seven (7) days of the final hearing of the grievance appeal panel.
- F. The total cost of the third party of the grievance appeal panel shall be shared equally between the Confederation and the Office.
- G. In the event the Confederation or superintendent is dissatisfied with the decision rendered by the grievance appeal panel, the Confederation or superintendent shall have the right to demand arbitration of the matter.

Step 3

- A. The party requesting arbitration shall notify the other party, in writing, within ten (10) days of the grievance appeal panel's decision that arbitration will take place and also notify the American Arbitration Association, requesting a list of seven (7) possible arbitrators who have had experience in resolving school issues during the past five (5) years. Within five (5) days after receiving the list of seven (7) arbitrators, the two parties shall meet and, by alternately striking names from the list, arrive at a selection. The arbitrator shall be the person whose name remains on the list after six (6) have been struck. A coin shall be tossed to determine who shall strike first. Either party may request a second list of seven (7) possible arbitrators.
- B. The parties shall meet with the arbitrator at the earliest possible date after he/she has been selected.
- C. The parties shall provide the arbitrator with the proper materials and information for the arbitration process.
- D. The cost of the arbitrator, including the fees of the American Arbitration Association, shall be paid by the Office if a principal or an administrative employee loses and shall be paid by the Confederation if a teacher or the Confederation loses.
- E. In the event that either an individual teacher or principal or other administrative employee elects to take a grievance to arbitration against the advice and direction of either the Confederation or the Office, as the case may be, the Confederation or the Office shall submit a written opinion stating that it believes the grievance and appeal is unjustified and should be dismissed. Such opinion shall be admissible in evidence during the arbitration procedure. In this case, the individual teacher, principal or administrative employee shall bear the full cost of the arbitration if such employee loses.
- F. The decision of the arbitrator shall be final and binding upon the parties involved in the grievance.

Section 4: General Provisions

- A. The arbitrator or the grievance appeal panel shall have no authority to render any decision which adds to, conflicts with or alters any provision of this basic contract.
- B. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. When such hearings are held during school hours, all employees who are directly involved at the hearing will be excused for that purpose with pay.
- C. The fact that a grievance is raised by an employee, regardless of its ultimate disposition, shall not be recorded in the employee's file or any file or record utilized in the promotion process, nor shall an employee be placed in jeopardy or be subject to reprisal for having followed this grievance procedure.

- D. No grievant, at any stage of the grievance procedure, will be required to meet with any administrator without Confederation representation concerning the grievance.
- E. If a grievance arises from the action of authority higher than the principal of a school, the grievant or the Confederation may present such grievance directly to the superintendent and authority involved. If the grievance is not satisfactorily resolved at this meeting, the grievant or the Confederation may proceed to the next step.
- F. Failure at any step of this procedure to communicate the decision on a grievance with the specified time limits shall permit lodging an appeal at the next step of this procedure within the time allotted had the decision been given. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
- G. The grievance procedures provided in these policies shall be supplementary to or cumulative with, rather than exclusive of, any procedures or remedies afforded to any teacher or administrator under any statute.
- H. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
- I. In the event a grievance is filed which could not be processed through all the steps of this grievance and arbitration procedure by the end of the school year and which, if left unresolved, could result in serious harm to any person or party, the time limits specified herein will be reduced by mutual agreement so that the grievance and arbitration procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

ARTICLE VI

INDIVIDUAL CONTRACTS

Section 1: Length of School Term

A. School Term

The length of the school term within the school year shall be determined by the Diocese of Youngstown Office of Catholic Schools as approved by the Bishop. During this school term, the teacher is obligated to attend all meetings as delineated by the principal/pastor/president of the school or the diocesan superintendent, to make necessary preparation to begin the school year and to perform end-of-year activities in connection with the closing of the school. Final salary payments shall be withheld until such time as the teacher's responsibilities, as outlined herein, have been completed to the satisfaction of the principal/pastor/president.

B. Teachers' Working Days

The number of days in the school year, including instructional, inservice and/or clerical and parent-teacher days, are determined by the Office. The school year(s) 2016-17, 2017-2018 and 2018-2019, covered by this contract, shall be as follows:

Instructional/Professional Meetings/Inservice	Clerical	Parent-Teacher Conference	Total
185	2	2	189

The teacher shall be in attendance on all of the non-instructional days, as designated, unless excused from so attending by the written consent of the principal/pastor/president. In the event the teacher fails to attend any such designated days without prior written consent having been obtained, such teacher shall receive no salary for any such day of non-attendance and it shall be noted in his/her personnel file. A day's salary shall be considered 1/189 (189 = total number of contracted days as defined in this section) of the annually contracted days of the gross salary.

One of the two clerical days will be a full uninterrupted work day for teachers to prepare for the upcoming school year, prior to the start of classes for students.

C. Local Options

1. After reaching mutual agreement, non-instructional days may be added as determined by the individual building principal/pastor/president and teachers. After consulting with the teachers, a stipend will be determined by the building principal/pastor/president.
2. If, with the approval of the Office of Catholic Schools, additional days of instruction are to be added, teachers will be paid at a per diem rate for these days. Teachers will be notified of the additional days by April 1 of the preceding school year.

D. Credit for Previous Experience

When an experienced teacher is hired, he/she will be given salary credit for up to five (5) years of teaching and/or administrative experience in other than Diocese of Youngstown schools and must be given full credit for all Diocese of Youngstown teaching and/or administrative experience for purpose of salary.

E. Partial Years of Experience for Salary Purposes--New Hires

Beginning with the 1992-93 school year, partial years of experience will be credited as follows:

1. 0 through 59 teaching days within a school year are not credited.
2. 60 through 89 teaching days in a school year are credited with one-half (1/2) year of service.

3. 90 through 119 teaching days in a school year are credited with three-fourths (3/4) year.
4. 120 or more teaching days in a school year are credited with one (1) year of service.
5. A school day is defined as one lasting the full duration of a regular school day.
6. Teaching service for at least three (3) but less than six (6) hours per day or 2-1/2 days per week for the duration of the school year will be considered one-half (1/2) year.
7. Teachers who have partial years experience will be placed on the salary scale as follows:
 - a. Teachers who have 1/2 or more years of partial service will be moved up to the next salary step.
 - b. Teachers who have less than 1/2 year of partial service shall be placed at that level years of experience; e.g., a teacher with 1-1/4 years experience will be placed on step 2.
 - c. This provision will only effect teachers hired after January 1, 1993.

Section 2: Tendering Contracts

- A. All teachers employed by the parish/school/system must possess a valid State of Ohio teacher certificate/license for the subjects and/or grade level they teach. Teachers are also bound to the norms of the catechist certification policy as established by the Office of Catholic Schools and Office of Religious Education. Contracts will only be offered to teachers who have fulfilled the State of Ohio law and diocesan policy with regard to licensure and certification standards.
- B. Teachers working with the non-tax certificate must submit an Individual Professional Development Plan to their Local Professional Development Committee for approval. They shall then be required to complete 180 hours of continuing education within five (5) years as is required by the state for all certified teachers.
- C. All certificated/licensed elementary teachers under the employ of the parish/school/system and the Diocese of Youngstown who are to be tendered contracts for the following school year should be issued written contracts by April 22, which are to be signed by the teacher and returned to the building principal/pastor/president by May 1. If a contract is issued after April 22, the teacher will have 15 calendar days, which includes when school is not in session, to return the signed contract to the principal/pastor/president. Failure to return the signed contract within the required time constitutes a refusal of the contract and frees the parish/school/system and the Diocese of Youngstown to fill the vacancy.
- D. When issued, the second and following and limited teacher contracts will be signed by the principal/pastor/president and superintendent and, if accepted by the teacher, will be returned with the teacher's signature.

Subsequent to the teacher's signing, the basic job offer shall not be revoked. No change on the contract, necessitated by clerical or typographical error, will be made without the teacher's knowledge.

- E. A contract will be issued to any new hire immediately upon the completion and verification of documents required by the Diocese of Youngstown and the state of Ohio.

Section 3: Non-renewal of Limited Contract

In the event of a non-renewal of a limited contract of a teacher, the principal/pastor/president shall notify the teacher of such non-renewal, in writing, no later than April 22. Unless the written notification is received by the teacher on or before April 22, the teacher will be considered rehired for the next school year. Such notice of non-renewal shall specify the reason for non-renewal of contract for any teacher who is successfully serving in a Diocese of Youngstown school for a fourth year or longer. This paragraph will not apply to teachers who are not in school during the week of the 22nd. In that case, it will be sufficient to send the non-renewal notice, by registered mail, to the teacher's home address postmarked no later than April 22.

Section 4: Process to be Relieved From a Contract

- A. Once having signed a contract to teach, it is expected that a teacher honor that contract. In the event that a teacher wishes to break a contract, a letter of resignation must be written to the principal/pastor/president of the contracting school. After consultation with the pastor, the principal/president will send a letter to the superintendent stating his/her recommendation along with a copy of the teacher's letter of resignation. The Superintendent will send his written response to the teacher with a copy to the principal/pastor/president. The Superintendent has the right to refuse to consider the contract voided until such time as a satisfactory replacement can be hired.
- B. To determine the salary of a teacher who must leave service before the end of the contract year and has received approvals from all concerned (principal/pastor/president, superintendent), the total number of actual days the teacher has served must be established.

The total number of days a teacher has served would include:

1. the number of days teaching children in the classroom;
2. the parent-teacher conference days; and
3. the inservice days.

That number times the daily salary rate of the teacher (total annual base salary divided by the number of contracted days in the school year) would determine the total salary which the teacher should have received on the final day of service. The final salary check shall be the difference between the total salary and that amount of the salary which has already been paid.

Section 5: Contracts for Replacement Teachers

Replacement teachers are to be employed to take the place of a regular teacher who is on leave. A person employed as a replacement teacher must possess the proper certification or license whenever possible. However, if it is known that the replacement will be for 60 or more teaching days, a teacher is to be employed under a limited contract not to exceed one (1) year. In assigning the salary, first the base salary must be determined according to the teacher's academic preparation and experience (BA, BA+15, MA, etc.). Then the daily rate must be determined by dividing the total annual salary by the number of days in the school year. Once the daily rate has been established, the next step is to establish the number of days the teacher will actually serve:

1. in the classroom teaching children;
2. in parent-teacher conferences; and
3. in inservice activities.

The total salary to be paid, therefore, will be the product of the actual number of days of service by the teacher times the daily rate. (NOTE: All necessary information must be given to the director of certificated personnel so that the contract may be prepared in the diocesan office.) Holidays and vacation days are not to be counted.

The foregoing procedure must be followed except in situations in which a teacher has been hired to replace a teacher who has a grievance in process which might result in the grieving teacher's being reinstated in his/her position. In that case, the teacher must continue to be paid the substitute salary. When the grievance is resolved with the voiding of the original teacher's contract, a permanent teacher will be selected by the administration and given a full-time contract as stipulated in this section.

Section 6: Termination of a Teacher's Contract

- A. Termination applies to all teachers on a limited contract. Termination may occur at any time during the contract.
- B. The teacher is expected to teach and adhere to the official teachings of the Catholic Church and to the educational philosophy of the Diocese of Youngstown and of the school in which he/she serves.
- C. With good and just cause, the superintendent, in consultation with the pastor and principal/president, has the right to terminate a teacher's contract for the following reasons but not limited to these:
 1. for serious and/or repeated deficiencies in his/her teaching performance; for persistent violations of the school's faculty handbook, the Basic Contract or the regulations of the Office of Catholic Schools which have been documented and not previously corrected.
 2. for criminal activity for which a teacher is charged or has been charged. The teacher may be suspended, with or without pay, pending resolution of the criminal charges.

Teachers who are convicted of a criminal offense will be subject to discipline up to and including contract termination. Such notice of termination will specify the reason.

3. for a pattern of conduct which does not conform to patterns established or accepted as consistent with principles and teachings of the Roman Catholic Church as determined by the Bishop of the diocese, the pastor of the parish and/or the Superintendent of schools.

Examples of such conduct patterns may include:

- a. actions openly hostile to the Catholic Church;
 - b. explicitly teaching or taking a position contrary to Catholic doctrine; and
 - c. entering into a marriage not recognized as valid by the Catholic Church.
- D. Written charges must be presented to the teacher within 24 hours of the notice of termination.
- E. Teachers being so notified of termination from employment shall be given an opportunity to file a grievance under Article III, Grievance Procedure.
- F. Teachers being so notified of termination from employment shall be given the opportunity to resign.

ARTICLE VII

SENIORITY

Section 1

On or before December 1 of each year, the school's administration will supply, to the Confederation and the Office of Catholic Schools and will post in the individual elementary schools, a complete listing of all teachers in the elementary school system arranged according to system seniority and school seniority. Both listings will also include a listing of teacher area(s) of certification.

Section 2

Teachers will have until January 15 of each year to call attention, in writing, to errors or to file grievances with the local school administration concerning their position on the seniority rosters. Once a teacher's seniority is established and confirmed, a grievance may not be filed each year regarding the same seniority issue. Any position of said roster not challenged, in writing, on or before such date, will be considered final and not subject to grievance during that school year.

Teachers and the Confederation will be given a final copy of the corrected seniority list by January 30.

Section 3: Definitions

There are two levels of seniority in the diocesan elementary schools. The two levels are as follows:

School Building Seniority--based on length of continuous service in a particular elementary school;

OR

Cluster Seniority--based on length of continuous service in a particular consolidated school or school reorganized into clusters;

AND

Diocesan Seniority--based on length of continuous service in any elementary school and/or clustered school of the Diocese of Youngstown.

Section 4: School Building/Diocesan Seniority

School building seniority is determined by the number of years of continuous service in the particular elementary school.

- A. If two or more teachers have identical school building seniority, their ranking is determined by the years of continuous service in the elementary schools of the Diocese of Youngstown (diocesan seniority).
- B. If two or more teachers have identical school building and diocesan seniority, their rank will be determined by their total teaching experience.
- C. If two or more teachers are tied at this point, determination will be made as follows:
 1. If the teacher was employed by a diocesan elementary school prior to the 1998-99 school year, as an elementary teacher, that date shall be used as the determining factor.
 2. Beginning with the 1998-99 school year, if a teacher was not employed previously as an elementary teacher in a diocesan elementary school, the date of the initial contract request will be the determining date.
- D. If two or more teachers are tied at this point, determination will be made by the date of their respective teacher applications on file with the Office of Catholic Schools.
- E. All teachers on the seniority list shall be assigned a position, in numerical order, with number one (1) being the teacher with the greatest amount of seniority according to the definitions in this article.

Section 5: Cluster/Diocesan Seniority

In schools that are consolidated or in schools that are reorganized into a cluster under a separate juridic person (who is the individual placed in charge of the cluster schools), school building seniority shall no longer exist. After the Bishop approves the consolidation or cluster reorganization, a cluster seniority list shall be developed. In order to establish the first cluster seniority list, teachers shall be listed according to diocesan seniority as defined in this article.

Section 6: Procedures for Obtaining Seniority

- A. Seniority will be granted to new teachers who have standard Ohio teacher certification in elementary education, grades pre-K, K-3, K-8, 1-8, K-12, 4-9 or grades 7-12 in a particular subject area (provisional, professional or permanent) or licensure (provisional, professional or alternative educator).
- B. A teacher who is teaching with a non-tax certificate will not be granted nor accrue any seniority rights. Any teacher who is teaching with a non-tax certificate shall have this indicated on the seniority list. This notation will indicate that the teacher will not receive any seniority for the year during which the teacher is teaching with a non-tax certificate.
- C. A teacher who teaches part of the day with a non-tax certificate and part of the day with a standard Ohio certificate/license, as defined in Section 6A, will be granted seniority rights for the time in which the teacher teaches under the standard Ohio teacher certificate/license. This accrual of seniority is subject to Article V, Section 7.
- D. Administrators are responsible to notify yearly, in writing, any teacher who is affected by this provision.
- E. When a teacher becomes properly certified as defined above (Section 6A), he/she will be credited with school building or cluster seniority and diocesan seniority for the time he/she was teaching with a non-tax certificate.
- F. Teachers who were hired prior to the 1986-87 school year and who taught under a non-tax certificate shall be credited with seniority for the years of service from the time of hiring through the 1988-89 school year. Teachers who were hired prior to the 1986-87 school year under a non-tax certificate and who are still teaching with that non-tax certificate will not be credited for accrued seniority beginning with the 1989-90 school year in accordance with paragraphs B and C of this section.

Section 7: Minimum Teaching Days Per Academic Year

Beginning with the 1992-93 school year, teachers will be credited with seniority as follows:

- A. 0 through 59 teaching days within a school year are not credited.
- B. 60 through 89 teaching days in a school year are credited with one-half (1/2) year of service.
- C. 90 through 119 teaching days in a school year are credited with three-fourths (3/4) year.

- D. 120 or more teaching days in a school year are credited with one (1) year of service.
- E. A school day is defined as one lasting the full duration of a regular school day.
- F. Teaching service for at least three (3) but less than six (6) hours per day or 2 1/2 days per week for the duration of the school year will be considered one-half (1/2) year.

Section 8: Administrator Return to Classroom Teaching

- A. Subject to the limitations set forth below, elementary and secondary school administrators, as well as staff personnel from the Office of Catholic Schools, have the right to return to a full-time teaching position in one of the following schools:
 - 1. the school in which the administrator or diocesan staff person previously served as an administrator; or
 - 2. any school in which the administrator or diocesan staff person previously taught on a full-time basis.

An administrator or diocesan staff person shall not have the right to return to a full-time teaching position if he/she was terminated from his/her previous position. Further, the right of an administrator or diocesan staff person to return to a full-time teaching position is limited by the layoff and seniority policies of the school to which the administrator or diocesan staff person may return.

- B. If the administrator or diocesan staff person is eligible to return to a full-time teaching position in more than one school, the assignment shall be made by the superintendent of schools in his/her sole discretion.
- C. Administrators and diocesan staff personnel who return to full-time teaching positions shall be credited with school and/or system seniority that they accrued while teaching in the diocesan schools.
- D. In addition to the seniority accrued as indicated in Section C above, administrators shall also be credited with school and/or system seniority for the years of service in their administrative capacities. School seniority shall be only for the school in which he/she served as administrator.
- E. In addition to the seniority accrued as indicated in Section C above, diocesan staff shall also be credited with system seniority for the years of service in their administrative capacity.
- F. The teaching position to which the administrator or diocesan staff person may return will be determined by school building seniority or cluster seniority previously accrued in each school or a consolidated school and any seniority accrued as an administrator in that particular school, all in accordance with the layoff and seniority policies for the school to which the administrator or diocesan staff person may return

- G. The administrator's or diocesan staff person's return to a full-time teaching position may result in a teacher with less seniority being bumped from his/her teaching position. If a bump occurs, the layoff procedure set forth in Article VI of this contract shall govern.

Section 9: Teacher Return in Good Standing

Starting with the contract year 2013-2014, if a teacher who has taught in the Diocese of Youngstown school system and left the system in good standing is rehired, that teacher shall return with diocesan seniority previously acquired as of the date of departure.

Section 10: Retire/Rehire

When a teacher retires and accepts the one-time retirement severance bonus as defined in the local section of this contract, a letter will be placed in their personnel file documenting the bonus was accepted. If the retired teacher is rehired, the retired/rehired teacher will give up all past system and school seniority as well as all unused sick days. The retired/rehired teacher will begin to accumulate sick days and seniority upon rehire.

Section 11: Seniority Rights on Layoff

In the event of layoff, the teacher shall retain all seniority rights for a period of 30 consecutive months without accrual of additional seniority rights over the period of layoff.

ARTICLE VIII

LAYOFF POLICY

For the purpose of this contract, a valid State of Ohio teacher certificate means a provisional, professional or permanent certificate or valid State of Ohio provisional, professional or alternative educator license as defined in Article V, Section 6A.

Section 1: Layoff in an Individual School

In the event it becomes necessary to reduce the number of teaching personnel in an individual school or system, such reduction of teaching personnel shall be made in the following manner:

- A. Except as modified in Section 1A, lay teachers shall be laid off in order of school/system seniority in accordance with the school/system seniority roster. If two or more teachers have identical school seniority, then diocesan seniority shall govern. If two or more teachers have the same school building seniority and diocesan seniority, their total number of years of certified teaching experience shall govern.
- B. If teaching positions become available in the school/system where lay teachers have been laid off within the previous 30 consecutive months, the teaching position shall be offered to the teachers on the layoff list who are properly certified. Regarding special classes (art, music, physical education and technology), teachers shall hold a specialized license in those areas or have previous applicable experience in that subject area. If no one on the layoff list holds

these credentials, an administrator may go off the layoff list to hire a teacher holding a specialized license in art, music, physical education or technology. Certified teachers will be recalled according to school building seniority.

- C. A full-time teacher, affected by a layoff in a particular school/system, would be offered employment as stated herein. Beginning January 1, 1993, a parish/school/system represented by the Confederation shall not hire a new teacher, lay or religious, to fill a vacancy in a class or subject area previously staffed by a lay teacher who was laid off by one of the parishes/schools who are parties to this contract within 30 months from the April 22 layoff date until such time as the open position has been offered as stated herein. Beginning January 1, 1993, in a parish/school with a teacher opening that has no one on its layoff list, a teacher on the layoff/recall list must be offered a teaching contract provided he/she is properly certified as is defined in Article V, Section 6A, for the open position. The job offer does not have to be offered according to building seniority or system seniority, however, priority and consideration will be given to those with seniority and appropriate qualifications and licensure.

If the teacher has six to ten (6-10) years of service on the salary scale, the teacher will be hired on the sixth step. If the teacher has 11-14 years of service on the salary scale, the teacher will be hired on the eleventh step. A teacher with 15 or more years of seniority will be hired at the fifteenth step. Affected teachers will continue to advance two steps for every year of service until he/she reaches the step equivalent to his/her total teaching experience.

In the event a teacher is laid off because of the closing of his/her school, a teacher with 19 years or less will be hired at the equivalent salary step. A teacher with 20 plus years will be hired on the 20th step and will advance two years until reaching the step equivalent to his/her teaching experience.

A teacher on the layoff list has the responsibility to make his/her availability known to the Office of Catholic Schools (current address, phone number, email address, vacation plans, contact person) throughout the hiring process. A teacher on the layoff list will be made aware of openings on the diocesan website (www.doy.org and <http://www.doyocs.org>) in addition to being posted in the schools. When a teacher on the layoff list is hired in a teaching position, that teacher must notify the Office of Catholic Schools to remove them from the layoff list.

When a teaching position opens in the diocese, a principal or administrator will be required to post the opening on the diocesan website and in the diocesan schools. A principal or administrator will wait five (5) working days after the position is posted before making a job offer. The offering of such position will be in person or by phone. When offered such a teaching position, if a teacher fails to respond within five (5) working days, failure to respond shall constitute a refusal of the offer.

1. If the teacher was formerly employed in a Mahoning or Trumbull county school and refuses a full-time teaching position from a Mahoning or Trumbull county school, he/she forfeits all recall rights as stated in this contract. However, if the offer comes from a Stark or Portage county school, it may be refused with no change to his/her recall rights.

2. If the teacher was formerly employed in a Stark county school and refuses a full-time teaching position from a Stark county school, he/she forfeits all recall rights as stated in this contract. However, if the offer comes from a Mahoning, Trumbull or Portage county school, it may be refused with no change to his/her recall rights.
 3. If the teacher was formerly employed in a Portage county school and refuses a full-time teaching position from a Portage county school, he/she forfeits all recall rights as stated in this contract. However, if the offer comes from a Mahoning, Trumbull or Stark county school, it may be refused with no change to his/her recall rights.
- D. If a teacher on the preferred hiring list is offered a full-time teaching position and accepts such a position anywhere in the Diocese of Youngstown school system, he/she shall be taken off the preferred hiring and layoff lists. After accepting such a position, the teacher does not retain any recall privileges. If a teacher accepts a part-time position within the diocese, he/she shall remain on the layoff list for 30 months or until hired full-time.

Section 2: Length of Recall Rights

- A. No new teacher, lay, religious or priest, shall be employed to fill a vacancy in a position previously staffed by a teacher who was laid off by the parish or cluster reorganized schools within the previous 30 consecutive months until such time as the open position has been offered as stipulated in Article VI, Section 1B and 1C to certified lay teachers who are laid off.
- B. Replacement Teacher--Any teacher hired as a replacement teacher shall be notified, at the time of employment, that he/she is a temporary, replacement teacher. The statement of temporary employment shall be stated on the replacement teacher's contract.

Section 3: Lay Teacher--Religious Teacher Hiring

No permanent lay teacher shall be laid off to hire a religious.

Section 4: Part-Time Teachers on Layoff

Part-time teachers on layoff only have recall rights to the school from which he/she was laid off. These recall rights are for 30 consecutive months from the April 22 layoff date.

ARTICLE IX

PERSONNEL FILES

Section 1: Number of Files

Two (2) files will be maintained for each teacher: one (1) in the diocesan office and one (1) in the school of employment. The teacher, principal/pastor/president and central office personnel are the only persons who may put materials into the personnel files. The purpose of the personnel files is

to maintain a professional, accurate and objective record of employment in diocesan schools.

Section 2: Access to Files

- A. Access to the files shall be limited to the Bishop, executive director of pastoral and educational services, Superintendent, assistant superintendent, other central office administrators, principal/pastor/president, head teacher and teacher.
- B. When any of the above administrators, other than the principal, inspects the teacher's file, the administrator shall indicate that he/she examined same by a written statement indicating time, date and reasons thereof and his/her statement is to be placed in the teacher's file. When the teacher's file is inspected by an administrator other than the above-named, he/she shall do so only with the permission of the principal/pastor/president and teacher. The administrator shall prepare a written statement as above for placement in the teacher's file.
- C. The teacher shall have the opportunity to examine the contents of his/her personnel file upon request. A representative of the Confederation may accompany the teacher in such examination. Access shall include the right to copy, at the teacher's expense, any material in his/her file. Such copies will be identified as unofficial. The teacher's access rights do not extend to pre-employment letters of reference or interview notes.
- D. The diocesan file will be reviewed in the office of the director of certificated personnel and the school file in the office of the principal/pastor/president. The director of certificated personnel or the principal/pastor/president is to be present during the examination.
- E. No document shall be placed in the diocesan office file or in the school file unless the teacher has originated the document, has received a copy and has signed it. This paragraph does not extend to pre-employment letters, references or interview notes.
- F. The teacher shall have the right to answer any material filed and his/her answer shall be attached to the file copy.

Section 3: Contents of File

- A. The diocesan office file will contain the following:
 - 1. current valid teaching certificate/license;
 - 2. current valid catechist certificate--Diocese of Youngstown (original copy) *;
 - 3. application form;
 - 4. transcripts (official);
 - 5. Authorization and Verification for 2008 child protection policy;
 - 6. Acknowledgement of Receipt of child protection policy;
 - 7. BCI report and FBI report;
 - 8. annual contract or salary notification for each year of service;
 - 9. annual evaluations, with appropriate teacher's response;
 - 10. official administrative correspondence concerning the teacher; and
 - 11. separation of employment form. *

* where applicable

B. The school office file shall contain the following:

1. current valid teaching certificate/license;
2. current valid catechist certificate--Diocese of Youngstown (copy of the original) *;
3. application form;
4. emergency data form;
5. Employment Eligibility Verification (Form I-9) *;
6. transcripts (official);
7. Authorization and Verification for 2008 child protection policy;
8. Acknowledgement of Receipt of child protection policy;
9. BCI report and FBI report;
10. annual contract or salary notification for each year of service;
11. certificate of attendance at child protection policy presentation;
12. annual evaluations with appropriate teacher response;
13. official administrative correspondence concerning the teacher;
14. acknowledgment of receipt of Diocese of Youngstown Personnel Policies and/or receipt of Basic Contract Between Diocesan Confederation of Teachers and Diocese of Youngstown (and parish, in the case of elementary schools); and
15. separation of employment form. *

* where applicable

Section 4: Removing Items From the File

At any time, at the request of the teacher and agreement of the principal/pastor/president and superintendent, any derogatory material may be removed. After four (4) years, the teacher may request that this material be removed from the personnel file. Upon receiving this request, the principal shall remove the material. The only exceptions to this are material referring to:

1. moral turpitude;
2. children services agency reports; or
3. teacher evaluations

ARTICLE X

TEACHER ASSIGNMENT

Section 1: School Days and Teacher Assignment

- A. The school year shall not exceed the number of days as stated in Article IV, Section 1B for each year of this contract.
- B. The local building principal/pastor/president may invite teachers to participate in the planning of the inservice activities.
- C. The principal/pastor/president has the right and obligation to assign or reassign teachers for

the good of the total school program. Teachers may request a change but are not to assume that the change will be made since that change may not be in the interest of the total educational program.

- D. The principal/pastor/president has the right to require that each teacher be in his/her classroom one-half (1/2) hour before school begins and one-half (1/2) hour after dismissal.

Section 2: School Calendar

Each building principal/pastor/president shall present to the local building teachers the calendar of the school year at the opening faculty meeting. Such calendar shall list the exact dates for the instructional days, parent-teacher conference days and inservice days.

The teachers may participate in the planning of inservice activities for the inservice day not used for implementing and/or planning recruitment programs.

Section 3: Attendance at Conferences

Teachers shall not be required to attend conferences or institutes outside the boundaries of the Diocese of Youngstown.

Teachers shall not be required to pay registration fees for conferences or institutes required by the Diocese of Youngstown, Office of Catholic Schools.

Section 4: Faculty Meetings

Faculty meetings will be planned regularly and the schedule will be presented to the faculty at the beginning of the school year.

- A. End of School Day faculty and departmental meetings shall not extend more than one hour and fifteen minutes after the meeting begins.
- B. Teacher attendance beyond the one hour and fifteen minute limit indicated above shall be voluntary and not subject to question by the local administration or department chairpersons.

Other special meetings may be scheduled and advanced notification will be given as soon as possible. If an unscheduled meeting arises and advance notice cannot be given, teachers with prior commitments will not be penalized for not attending. Administrators will make a good faith effort to be considerate of teachers' outside obligations and keep meeting times to an appropriate length.

Section 5: Class Size

- A. Class size shall not exceed 30 students to one (1) full-time teacher (30:1), in self-contained classrooms and in departmentalized classes.

Currently registered students will not be asked to withdraw from classroom enrollment for said purpose of reducing class size.

When increasing enrollment necessitates that the number of students in a classroom exceed

30 pupils, the following steps must be taken:

1. In classes of 31 to 40 students, the above policy may be waived by the principal/pastor/president in consultation with the affected teacher. However, one of the following options will be implemented:
 - a. the class should be divided; or
 - b. a certified teacher be hired to teach reading and mathematics in instructional groups of 22 students or less; or
 - c. a half-time instructional aide be hired.
2. The utilization of a classroom instructional aide, at any level, will be determined by the principal/pastor/president and the classroom teacher involved. If a teacher refuses an aide, a waiver will be signed by the teacher.
3. In classes of 41 students or more, the class must be divided and a fully-certified/licensed teacher hired to teach the additional class.
4. Any exception to the above requires the approval of the Superintendent of schools.

B. Recommendations for kindergarten through grade three

1. In cases where physical and financial resources allow, it is recommended that class size in kindergarten through grade three should not exceed 22 students per one full-time teacher.
2. In classes between 23 and 30 students:
 - a. a certified/licensed teacher be hired to teach reading and mathematics in instructional groups of 22 students or less; or
 - b. a one-half (1/2) time instructional aide be hired.
3. In classes of 31 to 35 students:
 - a. a certified/licensed teacher be hired to teach reading and mathematics in instructional groups of 22 students or less; or
 - b. a full-time instructional aide be hired.
4. In classes of 36 students or more, the class should be divided.

Section 6: Preparation Time

A minimum of three (45 minutes or equivalent) periods of preparation time will be given to each full-time teacher per week within the parameters of the instructional day. When special circumstances arise (emergencies), the amount of preparation time given and when it is given will be agreed upon by the principal/pastor/president and the classroom teacher. Principals/pastors/presidents will make every effort to see that these periods are made available to their teachers.

Section 7: Lunch Break

Teachers will be given a minimum of 30 minute uninterrupted, duty-free lunch period, however, circumstances may arise that interfere with this guarantee (i.e. field trips, school activities, emergencies). Upon agreement by the teacher this may be waived due to extraordinary circumstances which may not exceed 8 times per year per teacher.

Section 8

Part-time teachers will be given preparation time commensurate to the percentage of time they are contracted for in each building as scheduled by the principal.

Section 9

- A. After principals have exhausted all efforts to procure a substitute, the full-time teacher who accepts the responsibility of an entire additional classroom for the entire day, will be compensated in accordance to the substitute pay scale.
- B. Every effort will be made to have substitutes for all classes when the teacher/instructor is absent. (This includes music, gym, computer, art, language, library, etc.)

Section 10: Attachment of Local Items

If there are items which have been determined to be local issues, they are attached in Appendix A, entitled Local Issues, and as such are a part of the contract.

ARTICLE XI

LEAVES BENEFITS

Section 1: Leaves

A. Sick Leave

- 1. A teacher shall be entitled to one and one half (1-1/2) days sick leave for each month of employment (15 days per year). The maximum accumulation of sick leave shall be as follows:

<u>School Year</u>	<u>Maximum Accumulation of Sick Leave Days</u>
--------------------	--

2016-2017	189
2017-2018	189
2018-2019	189

2. New teachers and teachers who have exhausted their sick leave shall be advanced sick leave days which can be earned during the remainder of the school year. Unearned sick leave days will result in loss of pay at the end of the school year.
3. Sick leave may be used for the following purposes:
 - a. personal illness--including pregnancy-related illness;
 - b. personal injury;
 - c. illness or injury in the teacher's immediate family.

For purpose of definition, immediate family refers to the members of the teacher's household or close relationship. Close relationship would be detailed, by the teacher, in his/her request to the principal/pastor/president for the sick day leave.
 - d. If a teacher foresees an extended number of sick days needed, the teacher will provide information that will allow for the development of a plan to minimize interruption of normal instruction.
4. When a teacher has been absent for ten (10) consecutive days, he/she will be required to submit verification of illness from a licensed physician.
5. A teacher who transfers from another Diocese of Youngstown school or is hired from the layoff list shall be credited with the unused balance of his/her sick leave days from that school.
6. A record of accumulated sick leave days shall be given to the teacher at the beginning of each school year.
7. Teachers shall have the right to donate sick days as the need arises to their colleagues who teach in the same school/system.

B. Professional Leave

1. A teacher shall be granted, without salary deduction, not more than two (2) days in any one school year for professional leave which includes visits to other schools or to attend local, state or national meetings or other bona fide clinics involving extracurricular activities or conferences of a professional nature. Such professional leave requests may be denied by the principal/pastor/president if the teacher's absence will disrupt the continuity of instruction or if the principal/pastor/president deems the leave unprofessional. Such refusal, by the principal/pastor/president, shall be submitted, with reason(s) cited in writing, to the teacher.

2. Requests for professional leave must be made, in writing, to the principal/pastor/president at least seven (7) days before the leave.
3. The teacher shall submit written documentation to verify attendance at the professional inservice or school.
4. Professional leave days will not be deducted from accumulated sick leave days.
5. Professional leave days do not accrue.

C. Personal Leave

1. A teacher may be absent for personal reasons, without salary deduction, not more than three (3) days in any one school year. The leave shall be granted, upon written request to the principal/pastor/president, at least two (2) days prior to the leave except in the case where prior notice is not possible. To prevent misunderstanding and abuse, a reason should be stated, in writing, before consecutive personal days are granted. See Appendix E.
2. The two earliest requests for a personal day shall be granted during the first ten instructional days of the school year and the last ten instructional days of the school year, on work days preceding or following a holiday or vacation, or on a scheduled inservice day. Additional requests for personal days during the first ten instructional days of the school year and the last ten instructional days of the school year, on working days preceding or following a holiday or vacation, or on a scheduled inservice day shall not be granted unless approved by the building principal/pastor/president.
3. Personal leave days will not be deducted from accumulated sick leave days.
4. If a teacher's unused sick leave days and unused personal days of that year exceeds the maximum accumulation of sick leave days as stated in Article XI, Section 1, A.1., those days in excess of the maximum days will be bought back at a rate determined by the local negotiating process, payable no later than June 30 of the current fiscal year. All unused personal days of a particular year shall be credited to the teacher's sick leave account for the purpose of buyback only.
5. Personal leave days do not accrue.

D. Funeral and Critical Illness Leave

1. A teacher shall be granted a maximum of eight (8) days per year to be used in a case of critical illness, death and/or funeral in the immediate family or close relationship, as defined by the local schools, without a salary deduction from sick leave account.
2. Critical illness shall be defined as a "serious trauma, emergency room visit or critical surgery/treatment" to a member of the teacher's family (parent, grandparent, children, stepchildren, brother, sister, spouse or any other relative). All other health-related situations, including those treatments associated with chronic illness, will be considered

“sick days” and will be deducted from the teacher’s sick leave account. In the case of a discrepancy as to what constitutes a critical illness, after consultation with the building representative, the principal will make a final decision.

3. When a teacher requests to have his/her absence from school counted as a critical illness day, he/she is to inform the principal, in writing, as soon as possible, including the nature of the illness. The principal reserves the right to require a statement from the attending physician verifying the nature of the critical illness. If, after investigation by the principal, in consultation with the building representative, it is determined by him/her that the illness was not of a critical nature, the day(s) off will be charged against the teacher’s sick leave.
4. Funeral and critical illness leave days will not be deducted from accumulated sick days. Once eight (8) funeral/critical illness days are exhausted, upon request of the teacher and the approval of the principal/pastor/president, additional leave days may be granted from personal day account and then sick leave account.
5. Funeral and critical illness leave days do not accrue.

E. Paternity Leave

1. A teacher shall be entitled to two (2) days paternity leave to be used for the following reasons:
 - a. to take his wife to the hospital;
 - b. to take his wife home from the hospital; or
 - c. to stay with his wife in the event of complications.
2. Paternity days will be deducted from sick days.

F. Court Duty Leave

1. A teacher shall be entitled to court or jury duty leave when he/she is served with a subpoena for court testimony or jury duty.
2. The teacher will be paid the difference between his/her daily salary and the daily amount received from the court.
3. Court duty days will not be deducted from accumulated sick leave days.

G. Extended Illness Leave

1. A teacher who exhausts sick leave may, upon request, be granted an unpaid leave of absence for the remainder of the current school year. Upon request of the teacher and approval of the Superintendent, unpaid leave shall be extended for one (1) more school year.

2. Request for an extended illness leave must be made, in writing, to the principal/pastor/president and Superintendent of schools and shall state the length of the leave, if possible, and must be accompanied by a statement from a licensed physician indicating the medical reason for the leave.
3. A teacher returning from an extended illness leave shall obtain a statement from a licensed physician releasing him/her to return to work.
4. Upon return from such leave, the teacher shall return to the same position or a comparable position.

H. Maternity/Child-Care Leave

1. A teacher shall be entitled to a maternity/child-care leave of absence. The maternity/child-care leave is an unpaid leave. A child-care leave may be taken by either parent.
2. The teacher shall make the request for maternity/child-care leave, in writing, to the principal/pastor/president and the Superintendent. The letter must include the expected date of delivery and the date on which the leave is to begin and end.
3. The teacher may use sick leave days while on maternity leave upon written verification by the attending physician of the teacher's disability by reason of pregnancy or pregnancy-related illness specifying the number of days of such disability.
4. The leave may extend to the child's first birthday.
5. If the leave extends into the summer preceding the school year in which the teacher plans to return, he/she must notify the principal/pastor/president, in writing, by April 10, of his/her intent to return to teaching.
6. When the date of return substantially interferes with the continuity of instruction, the principal/pastor/president or superintendent may adjust the date to a more suitable time. The teacher will be notified, in writing, of the adjustment.
7. When the return is during the next school year, the teacher will advance one step on the salary scale if the teacher has worked a minimum of 120 days during the previous school year.
8. Upon return from leave, the teacher shall return to the same position or a comparable position.

I. Adoptive Leave

1. A teacher who has adopted a child shall be entitled to an adoptive leave. The adoptive leave is an unpaid leave.
2. The teacher shall make the request for adoptive leave, in writing, to the

principal/pastor/president and superintendent. The letter must include the date of adoption and the date the leave is to begin and end.

3. The leave may be for one (1) year from the date of adoption.
4. When the return is during the next school year, the teacher will advance one step on the salary scale if he/she has worked a minimum of 120 days during the preceding school year.
5. Upon return from leave, the teacher shall return to the same position or a comparable position.

J. Sabbatical Leave

1. A teacher shall be eligible for sabbatical leave after five (5) years of service in the school. The purpose of sabbatical leave is professional growth through a university program.
2. Application for sabbatical leave must be made by April 1. The leave will be for one (1) year and must be concurrent with the school year. The teacher must submit, to the superintendent, a written plan for professional growth, in the field of education, which constitutes a full-time program as defined by the university of attendance. Finalization of the leave arrangements must be completed by June.
3. The teacher will not accrue a year's salary experience while on sabbatical leave. The teacher will receive a year's experience for seniority purposes.
4. Upon return to the school, the teacher shall return to the same position or a comparable position.
5. No more than one (1) teacher per school may be granted a sabbatical leave for any one school year.

K. Leave of Absence

1. A teacher shall be eligible for leave of absence after five (5) years of service in the school. Leave of absence is an unpaid leave.
2. Application for leave of absence must be made by April 1. The leave will be for one (1) year and must be concurrent with the school year. The teacher must submit that intention, in writing, to the superintendent. Finalization of the leave arrangements must be completed by June.
3. While on leave, the teacher shall notify the principal/pastor/president, by April 10, of his/her intention to return to teaching. Upon return, the teacher will return to the same position or a comparable position.
4. The teacher will not receive a year's credit for salary or seniority purposes; however, during approved leaves of absence during the first five years of a cluster or system,

teachers will not receive credit for salary but will continue to accrue seniority.

5. In case of emergency, an unpaid leave of absence may be granted that does not comply with the dates stated in this section.

L. Public, Religious or Charitable Service Leave

A teacher shall be eligible for a public, religious or charitable service leave (exclusive of public school education) after five (5) years of service in the school. The purpose of this leave is to provide a public or religious service to a group or community. This leave is unpaid.

Application for this leave must be made by April 1. The leave will be for one (1) or two (2) years and must be concurrent with the school year. The teacher must submit, in writing to the principal/pastor/president and Superintendent, a plan for the community or religious service. Finalization of the leave arrangements must be completed by June 1.

The teacher shall notify the principal/pastor/president of his/her intention to return to teaching by April 10. Upon return, the teacher will return to the same position or a comparable position. The teacher will not receive credit for salary nor seniority purposes. No more than one (1) teacher per school may be granted a public, religious or charitable service leave.

ARTICLE XII

RETENTION OF BENEFITS WHILE ON LEAVE

Teachers who are on approved leaves of absence shall retain health insurance, prescription drug, life insurance and pension benefits according to the benefit plan in effect in the diocese. The teacher must pay all required premiums and fees, including those normally paid by the parish. Teachers on approved leaves of absence shall maintain both school and diocesan seniority and the accumulated sick leave days previously acquired. Additional sick leave days are not accumulated by a teacher while on leave.

ARTICLE XIII

WRITTEN NOTIFICATION REGARDING LEAVE

Written notification granting or refusing requested leaves shall be sent to the applicant, by the superintendent, in 15 days (working days). If the leave is not granted, the reason for the decision will be included in the notification.

Copies of the notification will be sent to the principal/pastor/president.

ARTICLE XIV

PART-TIME TEACHERS

Section 1: Part-Time Teachers

- A. A part-time teacher is any teacher who is not assigned to work a full schedule.
- B. For all part-time teachers contracted prior to the 2004-2007 Basic Contract Between the Office of Catholic Schools and the Youngstown Diocesan Confederation of Teachers to one diocesan elementary school or more than one diocesan elementary school, and the total hours of the contract(s) are 20 hours per week or more, the teacher shall be granted all benefits as though he/she were in full-time service. The parish/system contribution for these benefits shall be equitably distributed to the employing parishes.
- C. For all newly hired part-time teachers contracted under the 2004-2007 Basic Contract between the Office of Catholic Schools and the Youngstown Diocesan Confederation of Teachers who are contracted for 20 hours per week and 1,000 hours per year or at least 1,000 hours per year, will be granted all benefits as though he/she were in full-time service.

If a newly hired part-time teacher is under contract to more than one diocesan elementary school and the total hours of the contracts are at least 20 hours per week and 1,000 hours per year, or at least 1,000 hours per year, the teacher shall be granted all benefits as though he/she were in full-time service. The parish contribution for these benefits shall be equitably distributed to the employing parishes.

- D. A part-time teacher who is contracted for less than 20 hours per week/1,000 hours per year, shall be granted a total of four (4) sick days per year for each year covered by this contract. These sick days will accrue.
- E. Part-Time Teachers whose schedules do not require them to be on premises immediately before or after faculty meetings shall not ordinarily be required to attend such meetings. When the subject matter of the meeting, however, is of such importance that their classroom effectiveness or the good of the school will be affected, their presence may be required. In such circumstances that they are required to attend such a meeting, a stipend equal to their, per diem hourly rate will be paid by the school/system.

Section 2: Effort to Hire Full-Time Teachers

Every effort will be made to staff the elementary schools with full-time teachers.

ARTICLE XV

JOB OPENINGS

Section 1: Guidance Counselors and Administrators

The Office of Catholic Schools will send written notices to all diocesan schools, the President of the Confederation and the Catholic Exponent of all openings for guidance counselors and administrators in the Diocese of Youngstown school system.

Section 2: Teacher

All schools shall notify the Office of Catholic Schools of teacher openings. The Office of Catholic Schools will send written notice of all teacher openings to elementary schools and the president of the Confederation. Such opening shall be posted for all elementary teachers to see. Between June 15 and August 15, openings for elementary teaching positions will also be posted in the Office of Catholic Schools and the local diocesan high schools. Positions shall not be permanently filled until ten (10) days after the aforementioned notification is given except for openings that occur within 15 days prior to the beginning of a new school year.

ARTICLE XVI

VOLUNTARY TRANSFER

Section 1: Reasons for Transfer

Teachers are permitted to request a transfer to another diocesan elementary school for the next school year if the reasons are acceptable. Acceptable reasons for requesting a transfer are:

- A. easier transportation;
- B. desire to teach subject matter other than that to which he/she is assigned for the coming school year; or
- C. preference for another school.

Section 2: Conditions for Granting a Transfer

Conditions necessary for granting a teacher's request for transfer are:

- A. job opening in the requesting teacher's area of certification;
- B. approval from the principal/pastor/president of the school of the teacher's present employment; and
- C. approval from the principal/pastor/president of the receiving school.

Section 3: Procedures

Applications for all transfers must be made, in writing, to the superintendent of schools by May 15 of any school year. A copy of said application or letter is to be sent to the principal/pastor/president of the school of the requesting teacher's present assignment. Such application or letter shall include preferred school(s), subject area(s) and grade(s). No transfers shall be made after August 1 except at the option of the Superintendent, and principal/pastor/president.

In no case, shall a teacher be discriminated against for requesting a transfer. No transfer request shall be honored during the school year except at the option of the Superintendent and after consultation with the principal/pastor/president of the current school

Section 4: Disposition of Transfer Request

Disposition of the request for transfer shall be given by the Superintendent or appointed delegate to the teacher including notification of conditions for not granting the transfer if such is the case. A copy will also be sent to each principal/pastor/president concerned.

ARTICLE XVII

DIOCESAN NEGOTIATIONS

Section 1: Purpose

- A. The purpose of these procedures is to establish a relationship between the individual parish schools and the Lumen Christi Catholic School System and the Confederation, and to set forth an orderly procedure for discussing and settling matters which arise when either party hereto has been notified by the other, in writing, pursuant to Section 1A of Appendix C, of its desire to change or terminate this Basic Contract.
- B. The individual parish school/the Lumen Christi Catholic School System and the Confederation agree to abide by and enforce the provisions of this agreement.

Section 2: Statements of Purpose

- A. The negotiations model will be selected by properly appointed representatives from the Office of Catholic Schools and the Confederation, by March 1 of the school year prior to the last year of the current contract, to allow sufficient time for all preparations.
- B. Professional negotiations means conferring, discussing, exchanging written proposals and negotiating in "good faith" by the parish school/the Lumen Christi Catholic School System or its designated representatives, and a recognized teacher organization through its designated representatives in an effort to reach agreement with respect to salaries, fringe benefits and working conditions.

- C. “Good faith” involves coming in to the negotiating table with the intention of negotiating, not of dogmatically pursuing preconceived stands. “Good faith” requires that the Confederation and individual schools/system be willing to react to each other’s proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. “Good faith” requires parties to recognize negotiations as a shared process. The obligation of the parish schools/Lumen Christi Catholic School System or their representatives and the representatives of a recognized teacher organization to meet for the purposes of professional negotiations does not compel either party to agree to a proposal or require the making of a concession.
- D. Representatives of the parish schools/Lumen Christi Catholic School System and the Confederation shall participate in negotiations freely without fear of penalty, sanction, reprisal or recrimination.
- E. Currently, the Office of Catholic Schools and the Confederation recognize two negotiation models:
 - 1. the consensus model (language appears in Appendix B)
 - 3. the traditional model (language appears in Appendix C)

ARTICLE XVIII

LOCAL NEGOTIATIONS

Section 1

Local negotiations will utilize the model and timeline consistent with the model used for diocesan negotiations and will run parallel to the diocesan process.

Section 2

Local issues shall include:

- A. salary;
- B. fringe benefits;
- C. religious education stipend; and
- D. any other issue agreed to by the negotiating team for the individual parish/school/system.

Section 3

The local issues, which are agreed to by both parties, are attached to this Basic Contract and become part thereof subject to the terms of this contract. The salary schedule and fringe benefits package shall appear in Appendix A of the local contract section.

ARTICLE XIX

SALARY AND FRINGE BENEFITS

Section 1: Salary and Fringe Benefits

- A. Salary, religious education certification stipend and fringe benefits, except Article IX, Leaves, are a local issue. As such, they should be negotiated at the parish/school/system level, between the administration of the parish/system and the Confederation unless otherwise mutually agreed upon.
- B. All teachers who have earned and maintain a current religious education certificate shall receive a religious education stipend in addition to their salary. The stipend should be available upon the completion of the basic certificate and increase incrementally thereafter, as determined during local negotiations.

Section 2: Attachment to Contract

The salary and fringe benefits, which are agreed to by both parties, are attached to this contract and become a part thereof subject to the terms of this contract and the duration stated on the salary and fringe benefit package as determined at the local level and appear in Appendix A.

Section 3: Compensation Beyond Degree/Timeline

Teachers shall request, from the principal, an Academic Credits Beyond Degree form (Appendix D) to be completed and returned to the principal by April 30. A copy will be sent to the director of certificated personnel and to the teacher. An official transcript indicating the completion of work is due to the principal/pastor/president and director of certificated personnel by September 15. Salary adjustments will be made upon completion of the above-stated guidelines.

Section 4: Pension

- A. A defined contribution pension plan (Plan) is available through the diocese, to all qualifying personnel, in accordance with the terms of the current Plan document.
- B. Any material non-administrative change to the Plan during the term of this contract that is communicated to all of the Plan participants will also be communicated to the Confederation president. If any Plan provisions are changed, the diocese will give prior written notification

to the Confederation. Vested benefits in the Diocese of Youngstown Retirement Income Plan (the Plan) remain in effect in accordance with the terms of the Plan which was frozen, effective June 30, 2011.

- C. In the event that the said pension plan is discontinued for any reason during the term of this Agreement, the Confederation may immediately request collective bargaining on the subject of a pension.

ARTICLE XX

HEALTH CARE INSURANCE

A group insurance plan covering hospital benefits, physician's benefits and major medical benefits is available, through the diocese, to all certificated/licensed personnel. The diocese reserves the right to change the carrier and/or coverage during the term of this contract.

The parish/school/system will pay coverage for the teacher's health and life insurance benefits according to the terms of the diocesan plan.

ARTICLE XXI

CONFORMITY TO LAW SAVINGS CLAUSE

If any provision of this document or any act committed by an individual member of the bargaining unit or group of members of the bargaining unit shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting except in the extent permitted by law but all other provisions or applications shall continue in full force and effect.

ARTICLE XXII

CONTRACT REVIEW

The Superintendent or designee, an administrator from the individual school, and Confederation President or designee shall analyze all Confederation contracts to insure proper step and salary on or before the last Friday in September each school year.

Meeting dates and locations will be determined by mutual agreement.

ARTICLE XXIII

PROFESSIONAL COURTESY

Section 1

Elementary teachers, who are under contract with the Office at fifty percent (50%) or more, shall be permitted to enroll their child/children in a diocesan school at one-half (1/2) the prevailing tuition rate. Teachers whose children may qualify for need-based or academic scholarships are encouraged to apply for additional tuition assistance offered by the Diocese of Youngstown and/or scholarship programs offered by the individual high schools. Teachers may negotiate an increased tuition benefit at the local level.

Section 2

In the event that a parent becomes deceased or totally disabled (as certified by a licensed physician) while holding a teaching contract with the Office, his/her child or children shall be permitted to enroll in a diocesan school at one-half (1/2) the prevailing tuition rate. If the child(ren) of the deceased or totally disabled teacher is attending or would normally attend the school of former employment, the child(ren) will not be charged any tuition.

ARTICLE XXIV

EFFECTS OF THE AGREEMENT

Section 1

This agreement shall become effective at 12:01 a.m., on August 16, 2016, and shall continue in full effect and force until midnight, August 15, 2019. Both parties to this contract agree that either party may request to reopen negotiations as stated in Article XVII, Diocesan Negotiations and Article XVIII, Local Negotiations.

Section 2

The agreement represents the full understanding and commitment between the parish/system and Confederation and replaces all previous agreements. This agreement may be added to, deleted from or otherwise changed only by an amendment properly signed by each party.

Section 3

Should there be a conflict between this agreement and any such policy or practice, then the terms of this agreement shall prevail.

Section 4

If any other agreements, oral or written, between the parish/system and the Confederation or parish and teachers--individually or collectively conflict with this agreement, this agreement shall control.

Section 5

- A. If, during the tenure of this agreement, policy changes or diocesan directives conflict with the articles of this agreement and/or the local agreement, either the Office of Catholic Schools, pastors/pastor delegate or the Confederation may request a meeting to discuss the issues in question. The written request to exercise this process is to be sent, by certified mail, to appropriate representatives of all of the parties involved within 14 days of the issuance of the change.

- B. If either of the parties should exercise this option, this informal meeting to discuss the issue(s) will be held within 14 days of the written notification. At this meeting, authorized representatives will determine the feasibility of renegotiating the issue(s). If the representatives agree to renegotiate, the negotiations procedure will follow the model used with the development of the original agreement and will be restricted to only the issue(s) mutually agreed to by the authorized representatives of the parties.



Pastor/President

7/15/16
Date



Vice-President, Diocesan Confederation of Teachers

7-6-16
Date

APPENDIX A

LOCAL ISSUES

APPENDIX B

CONSENSUS NEGOTIATION MODEL **CONCENTRATED NEGOTIATIONS: A CONSENSUS MODEL** **FOR ELEMENTARY SCHOOLS**

I. Planning Meeting

This meeting is to be held among four negotiators by June 1 of the school year concentrated negotiations will take place. Two (2) representatives shall be from the Confederation and two (2) from administration. The group should decide the following:

A. Dates for concentrated negotiations

Because of the time gap between meetings and the length of the concentrated negotiations, a calendar is to be developed and made available to all participants on both negotiating teams.

B. Place

The location of the two-day concentrated negotiations must be determined early so that reservations can be made.

C. Team

1. All team members will be trained or retrained in the consensus model negotiating process at least once every three years.
2. Lists of team members on both sides will be exchanged at this time. The teams shall consist of two (2) representatives from the Office of Catholic Schools, two(2) administrative representatives, two (2) representatives from the Confederation and and two (2) teacher representatives from each parish/school/system involved in the negotiations process.

System Schools: The team shall consist of the president of the system, one teacher per campus school, one Confederation representative, and administrative representatives (not to exceed number of Confederation members).

Other Diocesan Schools: The team shall consist of two administrators, two teacher representatives, finance person from the school, and one Confederation representative. The number of negotiators shall be even.

D. Facilitator

A facilitator should be selected. The Confederation and administration each should develop a list of five (5) qualified candidates. (Background information on each candidate is imperative--e.g., education, experience and cost.) The list of facilitators and the pertinent background information are to be provided to the four (4) negotiators two (2) weeks before the planning meeting. The four (4) negotiators should rank the facilitators according to preference. Facilitators will then be contacted, in rank order, as to their availability.

E. Issues

Each team is to develop the issues that they are interested in discussing by September 30.

II. Organizational Meeting

This meeting is to be run by a facilitator(s) and held by September 30 of the school year that negotiations will take place. All members of both negotiating teams are to be present.

A. Decision-making

Review the decision-making process that is to be used. All agreements are to be by the consensus model chosen by the concentrated negotiations.

Development committee--This process should be reviewed by all participants.

B. Materials

Develop a list of materials needed for the concentrated negotiations.

C. Non-Participating Consultants

Non-participating consultants may be present at the concentrated negotiations sessions.

D. Agenda

The agenda for concentrated negotiations will be developed in the following way:

1. The Confederation and administration have already developed separate interests they wish to negotiate.

2. The Confederation and administration will present the interests they have developed. The Confederation presents their interests along with a rationale. The administration will do likewise. The interests will be written on a flip chart. The presenter will verbally explain the interest. Focus will remain on the issue. Some discussion may be needed to assist in the understanding of the interest by team members. If someone begins to offer solutions, the solutions should be noted and kept for a later time. A list of Confederation and administration interests should be developed separately.
3. After all interests have been presented, written on the flip charts and discussed, a common list of interests is to be developed using the consensus decision-making model. Some interests may be combined with others, dropped or may stand alone.
4. The Confederation and the local parish and/or regionally organized school(s) will develop their own respective local issues using steps 1, 2 and 3 above.

E. Establish Subcommittees

At this time, the chief negotiators who met at the planning meeting will become “part of the group.” Each issue placed on the agenda will be researched by a committee. The number of issues assigned to each committee shall be determined by the depth of the issue. Every person on the negotiating team must be on a committee, and the committees should be balanced as to teacher/administrator ratio.

III. Committee Guidelines

A. Meetings

All committee meetings must occur after the organizational meeting and prior to the negotiating meeting.

B. Locations

Diocesan offices will be available for committee meetings upon request.

C. Research

Each committee is to research all relevant information on the issue(s) assigned.

D. Decision-making

Committees shall also use the consensus decision-making method adopted by the concentrated negotiations development committee.

E. Recommendations

Each committee shall prepare the following for each assigned issue: a recommendation written in contract language and a rationale with supporting data.

F. Distribution

All research materials and recommendations must be mailed to all team members two (2) to three (3) weeks before the concentrated negotiations. (This should be by October 30.) The recommendations will be mailed to the Office of Catholic Schools. The Office will, in turn, mail all recommendations to all team members.

IV. Concentrated Negotiations

A. Location

Concentrated negotiations should be held in a location where participants have no other responsibility other than negotiations (e.g., Salt Fork Lodge and Atwood, etc.). The location should have sufficient rooms available to allow for individual parish (local level) negotiations to take place. Concentrated negotiations should be held in early November. Negotiations should be scheduled over a two (2) day period.

B. Agenda

Concentrated negotiations should begin with a gathering session on the evening of the first day. Dinner should follow.

The facilitator will present the agenda and review the negotiating principles at the beginning of session one on the first day. Included in the agenda should be all meeting times, scheduled breaks, liturgy and dinner. The concentrated negotiations agenda will have been developed by the representatives of the Confederation and administration to ensure success on the early items to be negotiated.

V. Negotiating Principles

A. Review

The facilitator(s) will review the consensus method adopted by the concentrated negotiations developmental committee before any meetings are held.

B. Seating

Seating should be administrator/teacher and should be changed regularly. This is to be handled by the facilitator(s).

C. Resolved Issues

Once an issue has been resolved through consensus, that issue will not be reopened.

D. Recommendation Presentations

Committees must sit together when their issue is discussed so that they can answer questions and explain or clarify their rationale.

E. Breaks

Unscheduled breaks may be requested by any team member but must be approved by the facilitator(s).

F. Tabling Issues

The facilitator(s) and the negotiating team must agree to table an item if consensus cannot be reached.

G. Unresolved Issues

If, after two (2) days, agreement on all issues has not been reached, the team will have two (2) choices:

1. It may determine that negotiations are at an impasse and, at this point, the unresolved issue(s) goes to mediation; or
2. The team may schedule another session to deal with the unresolved issue(s).

H. If the teams determine that one or more issues are at impasse and choose mediation, the mediation process will follow the procedures described in the traditional model, section 8 (see Appendix D).

VI. Local Negotiations

Local negotiations can be conducted at any time following the initial meeting on September 30. Meeting dates and locations will be determined by mutual agreement of the team members representing the individual parish/school. The process for the local negotiations shall be the same as for the above-stated diocesan-level negotiations.

VII. Ratification

After the diocesan (non-economic) and local-level negotiations are completed, the respective individual contracts shall be submitted to the respective parish and Confederation for ratification.

VIII. An evaluation meeting will be established at a date to be determined.

APPENDIX C

TRADITIONAL NEGOTIATION MODEL

Section 1: Requests for Negotiations

- A. If either of the parties desires to negotiate changes in the terms of this agreement which are within the authority of the Office and/or parish/school to resolve, it shall notify the other party, in writing, no sooner than August 1 and no later than August 5. Notification, in writing from the Confederation, shall be sent to the superintendent and the pastors/pastor delegate of the individual schools by certified mail. Notification, in writing, from the individual participating schools, shall be sent to the president of the Confederation by certified mail.
- B. Should either party exercise its option, on or before August 15, an initial meeting will be held at which time each party shall present to the other its list of detailed proposals upon which it desires to negotiate. No further items may be added to that list of negotiating items without the consent of both parties.
- C. Proposals shall, in form and detail, specify that to which agreement is sought. Topical listings of items proposed for negotiation shall constitute a clear failure of compliance with this requirement and may be disregarded.
- D. Additional ground rules for conducting negotiations which are deemed necessary and are not covered in this article shall be discussed and implemented upon mutual agreement.
- E. Both parties shall commence negotiations within thirty (30) days after the initial meeting. Either party may request an exact date for the start of negotiations. Agreement on the exact date shall be reached within one (1) week of the request.

Section 2: Negotiating Team

- A. Issues to be negotiated may be of two different levels:
 - 1. Local: issues that have financial implications, such as salaries and fringe benefits; except Article XII, Leaves, issues and working conditions that are unique to the individual school.
 - 2. Diocesan: issues that do not have a financial implication; issues and working conditions that relate to diocesan policy.
- B. Local issues will be negotiated at the local level according to procedures determined and agreed to there.
- C. For diocesan issues, the individual parish schools and the Confederation shall be represented at all negotiations by a team of negotiators consisting of the pastors, principals/pastor/presidents and teacher representatives. Members of both negotiating

teams will be employees of the Diocese of Youngstown or diocesan elementary schools. All team members shall be identified, by name, at the first negotiations meeting. Team members shall not change during the period of negotiations unless a team member is disabled or in some other way rendered unable to attend negotiating meetings for a prolonged period of time.

- D. In addition to said teams, each team shall be authorized to admit no more than two (2) observers at one time to negotiating meetings. Observers shall be without right to speak or otherwise comment to either team during negotiating meetings.
- E. Each team is privileged to call upon consultants or resource people. No more than two (2) consultants may be admitted at one time to negotiating meetings. Consultants may be permitted to address the negotiations when requested by the chief negotiator of their respective teams.

Section 3: Meetings

- A. Negotiating meetings shall be conducted outside the regular school day.
- B. Negotiating meetings shall be in executive session unless otherwise agreed upon by both parties.
- C. Until all negotiations are completed or severed, each meeting shall include a decision on the date, time and place of a subsequent meeting.
- D. Either team may be granted time for independent caucus at any time.
- E. Meetings shall be adjourned upon mutual agreement of both parties but not extend longer than four (4) hours.
- F. The meeting place for negotiating sessions will be mutually agreed upon.
- G. The time period between negotiating sessions shall not exceed ten (10) calendar days unless mutually agreed upon by both parties.

Section 4: Information

The parties agree to furnish, upon written request and in a reasonable amount of time, available information as will assist the parties in the development and evaluation of proposals. Access to available information, in such form as it may exist, constitutes compliance with the provisions and neither party is obligated to develop data or information not in existence.

Section 5: Reporting

- A. Interim reports of progress may be made to the Confederation by its representatives. Interim reports of progress may be made to the parishes by their representatives.

- B. While it is expected that the negotiating teams will keep their constituents informed of progress, every effort should be made to prevent the release of information which will interfere with the negotiations process. No information will be released to the public about matters under negotiations without the approval of both parties prior to achieving agreement or severing negotiations.

Section 6: Power and Authority

While no final agreement shall be executed without ratification by the Confederation membership and adoption by the individual parish school, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, make concessions and tentatively agree to proposals in the course of negotiations.

Section 7: Agreement

- A. Tentative agreement on negotiated items shall be reduced to writing and initialed by the chief negotiator of each party, but such initialing shall not be construed as final agreement.
- B. Final agreement shall be reached when the teachers and the parish school ratifies the final negotiated package that consists of both diocesan and local issues. The negotiators of both parties shall urge ratification. If ratified by both parties, the agreement shall then be signed by the pastor of the individual school, a representative of the teachers and a representative of the Confederation.
- C. The purpose of the “tentative agreements” is to develop a package that will be submitted to the teachers and the parish school for ratification. Initialing of “tentative agreements” shall be done in “good faith.”
- D. “Tentative agreements” may be brought back to the table when it is believed that it will result in progress toward developing a final package. Each “tentative agreement” brought back to the table shall be discussed.

Section 8: Disagreement

- A. If agreement is not reached within ninety (90) days following commencement of negotiations, either party may at any time thereafter request the assistance of a mediator. However, if after ninety (90) days from the commencement of negotiations, should either side request that negotiations be extended before assistance and if both parties mutually agree to do so, negotiations before assistance will be extended up to thirty (30) days making a total number of days for any one negotiating session one hundred twenty (120) days from the day of the initial meeting. The thirty (30) day extension shall begin the first day school resumes after the Christmas recess.
- B. The mediator shall be chosen from a list of seven (7) recommended by the American Arbitration Association by alternately striking names until only one name remains and that person shall serve as the mediator. Article V shall be followed regarding qualifications for the mediator. Either party can ask for a second list of mediators.

- C. That mediator shall have authority to hold hearings and to confer with any persons deemed advisable in seeking to effect recommendations for resolving the disagreement. All hearings conducted by that mediator shall be in closed sessions. No news releases shall be made concerning the progress of the hearings.
- D. Within fifteen (15) days after the final meeting convened by that mediator, the mediator shall make written recommendations to both parties for settlement of the issues referred to him/her.
- E. The parish schools and the Confederation shall act upon the recommendation of that mediator within ten (10) working days from its receipt unless an extension is mutually agreed upon.
- F. If either the parish schools or the Confederation fails to accept the recommendations of that mediator, each team shall present within five (5) days a written report describing the disagreement and offering recommendations to the board.
- G. If disagreement continues after the use of the mediatory procedures outlined above, the services of a mediator from the American Arbitration Association would be employed. The cost, if any, of such mediating services shall be shared equally by the individual schools and the Confederation.

APPENDIX D

ACADEMIC CREDITS BEYOND DEGREE

Date _____

Name of Teacher _____

School of Employment _____ City _____

Transcripts coming from _____

I plan to qualify for the following salary scale change for the coming school year:

Please check the appropriate box.

bachelor's degree + 15 semester hours

master's degree

master's degree + 15 semester hours

master's degree + 30 semester hours

This form is due, in the principal's/pastor's office, by **April 30** with a copy to the director of certificated personnel by **April 30**. The transcript(s) to verify the above-mentioned academic work are due to the principal and director of certificated personnel by **September 15**.

Teacher's signature _____ Date _____

Office of Catholic Schools Use Only

1. Form received on or before April 30 _____ Yes _____ No

Date received _____

2. Transcript(s) received from _____ on _____
college/university date

3. Date salary adjustment approved _____

4. Date salary adjustment notice sent _____

5. Salary adjustment to _____
step degree and credits salary

APPENDIX E

LEAVE REQUEST FORM

In accordance with Article XI, Section C1, of the Basic Contract, I hereby request leave of _____ day(s) commencing on _____, 20____.

I will return to school on _____, 20____. The type of leave applicable to this request is:

_____ Funeral Leave (state relationship) _____

_____ Critical Illness Leave (state relationship and nature of illness)

_____ Personal Leave (state reason if requesting consecutive days; e.g., personal business)

_____ Jury Duty Leave

_____ Paternity Leave

_____ Professional Leave (seven (7) days notice required/state nature of leave)

Teacher Signature _____ Date _____

Leave _____

Approved _____ Not Approved _____

Principal's Signature _____ Date _____

Substitute _____

APPENDIX F

GRIEVANCE PROCEDURE FORM

Code No. _____

Youngstown Diocesan Confederation of Teachers

FORM A: COMPLAINT BY THE AGGRIEVED (Please type or print)

Aggrieved Person

Date of Issuance for
Formal Procedure

Home Address of Aggrieved Person

Phone Number

School Building

Principal or Superior Against Whom Grievance Is Being Filed

Name of Confederation Representative

STATEMENT OF GRIEVANCE

Reference: Contract _____ Board Policy or Rule _____

School Policy or Rule _____ Article _____

Section _____ Paragraph _____

Brief Statement of Grievance:

Signature of Aggrieved

APPENDIX G

FAMILY AND MEDICAL LEAVE ACT OF 1993

FMLA Summary
U.S. Department of Labor Employment
Standards Administration Wage and Hour
Division
February 1993

The Family and Medical Leave Act of 1993 (FMLA) becomes effective on August 5, 1993, though special rules apply where a collective bargaining agreement is in effect. The Secretary of Labor must prescribe regulations implementing the Act in early June.

The FMLA requires private sector employers of 50 or more employees, and public agencies to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are "eligible" if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles. Similar provisions also apply to federal and congressional employees.

REASONS FOR TAKING LEAVE . . .

An employer must grant unpaid leave to an eligible employee for one or more of the following reasons:

- For the care of the employee's child (birth, or placement for adoption or foster care);
- for the care of the employee's spouse, son or daughter, or parent who has a serious health condition; or,
- for a serious health condition that makes the employee unable to perform their job.

At the employee's or employer's option, certain kinds of paid leave may be substituted for unpaid leave.

ADVANCED NOTICE AND MEDICAL CERTIFICATION . . .

The employee may be required to provide advance leave notice and medical certification.

- The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable."
- An employer may require medical certification to support a request for leave because of a serious health condition.
- An employer may also require medical certification if the employee is unable to return from leave because of a serious health condition.

INTERMITTENT OR REDUCED LEAVE . . .

- An employee may take intermittent leave or may work a reduced leave schedule to reduce the usual number of hours per day or work week.
- Intermittent or reduced leave schedules are subject to employer approval unless medically necessary.

JOB AND BENEFITS PROTECTION . . .

- Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of the employee's leave.
- The use of unpaid FMLA leave cannot affect the exempt status of bona fide executive, administrative and professional employees under the Fair Labor Standards Act.

MEDICAL INSURANCE COVERAGE . . .

- For the duration of FMLA leave, the employer must maintain the employee's medical insurance coverage under any "group health plan," under the conditions coverage would have been provided if the employee had continued working.
- In some cases, the employer may recover premiums paid for maintaining an employee's health coverage if the employee fails to return to work from FMLA leave.

UNLAWFUL ACTS BY EMPLOYERS . . .

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA; and,
- discharge or discriminate against any person because of involvement in any preceding under or related to FMLA.

MISCELLANEOUS PROVISIONS . . .

- Special rules apply to employees of local education agencies.
- Employers must post a notice approved by the Secretary of Labor explaining rights and responsibilities under FMLA. Any employer who willfully violates this requirement may be subject to a fine of up to \$100 for each separate offense.
- A "Commission on Leave" will conduct a comprehensive study of existing and proposed policies relating to leave, and submit a report to Congress within two years.

FMLA DOES NOT . . .

- Affect any federal or state law prohibiting discrimination;
- supersede any state or local law which provides greater family or medical leave rights;
- diminish an employer's obligation to provide greater leave rights under a collective bargaining agreement or employment benefit plan, nor may the rights provided under FMLA be diminished by such agreement or plan; nor;
- discourage employers from adopting policies more generous than required by FMLA.

ENFORCEMENT . . .

- The Secretary of Labor is authorized to investigate and attempt to resolve complaints of violations, and may bring an action against an employer in any federal or state court of law.
- FMLA's enforcement procedures parallel those of the federal Fair Labor Standards Act. The FMLA will be enforced by the department's Wage and Hour Division.
- An eligible employee may bring a civil action against an employer for violations.
- Employers who act in good faith and have reasonable grounds to believe their actions did not violate FMLA may have any damages reduced to actual damages at the discretion of a judge.

For more information, please contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Employment Standards Administration.