

BASIC CONTRACT BETWEEN

DIOCESE OF YOUNGSTOWN

OFFICE OF CATHOLIC SCHOOLS

AND THE

DIOCESAN CONFEDERATION OF TEACHERS

ELEMENTARY

2022- 2025

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PREAMBLE

Proclaiming the Gospel is the pivotal and joyful work of the Roman Catholic Church. To assist parents in their role as primary educators of their children, the Diocese of Youngstown has established Catholic schools. The fundamental dual spiritual and academic role of the Catholic school develops the informed wisdom of students so that they may come to know, love, and serve God more deeply in their lives. This goal is achieved through the work of special ministers of the Church. This agreement upholds the dignity of such meaningful work while recognizing the rights of workers in this important service of proclaiming the Gospel.

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, (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 has the right to add, amend, or eliminate a policy for schools and staff as long as it does not violate the Basic Contract. Whenever the Office changes a policy which directly or indirectly affects any aspect of the elementary community, the Office shall forward to the Confederation a copy of such changes.

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

Section 5

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 comply with the Diocesan Employee Non-Discrimination Policy. www.doy.org.

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, out of courtesy, the Confederation will also place a copy in the principals mailbox.

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 officers of the Confederation may be granted a leaves of absence of not less than one (1) year subject to yearly renewal. Proper written notification of the request must be submitted to the Confederation and the Office of Catholic Schools no later than May 1st. The leave must be approved by both the Confederation and the Office of Catholic Schools. Requests for renewal will be granted using the same procedures.
- B. Such leaves of absence may 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 may 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 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 2022-2023 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 or personal 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, a meeting of the Confederation president or designee and the superintendent or designee shall be held each semester at a time mutually agreed-upon by the parties. Additional meetings as needed may be called by either party. The meetings can be held in person, by phone, email, or via a virtual meeting platform. Proposed agendas may be exchanged upon mutual agreement.
- B. 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.
- C. 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.
 - a. Requests from the Confederation shall be made to the Superintendent.
 - b. Requests from the superintendent shall be made to the President of the Confederation.
 - c. A mutually convenient meeting date should be arranged within one (1) week of the request.

- d. 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 2D.
- B. A "grievant" is the person(s) and/or the Confederation making the claim.
- C. The limits in days under each section of this procedure shall be counted as 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.

Section 2: Informal Procedure

- A. Only the grievant and the Confederation representative shall first meet in person with the president/principal, or administrator, in order to resolve the matter informally. If the alleged grievance is lodged against an administrator other than the president/principal, said administrator will be present at the informal meeting.
- 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, and not to preclude discussion between the person(s) involved in an alleged grievance.

- C. The informal procedure shall exist for a twenty (20) working day period, beginning with the day the act or condition which caused the grievance, could have been commonly known by the Confederation, or the grievant.
- D. In the event that the grievant does not want to continue any/or part of the grievance process, even though said grievant has been advised by the Confederation to continue with the grievance process, said grievant will sign a waiver indicating that said grievant does not wish to continue with said grievance process. Upon the signing of the waiver by the grievant, said grievant will hold the Confederation harmless against any/all claims, suits, or other forms of liability. The grievant waiver is always non-precedential.
- E. The Confederation has the right to withdraw from the grievance process at any point during said process, (including this initial stage of the grievance process) if it has been determined by the Confederation and its legal counsel that the grievance is meritless; therefore, if so determined by the YDCT and its legal counsel that said grievance is meritless, said grievance process will cease, without further consideration, and the matter will be closed without precedent.
- F. The Confederation, under advisement of its legal counsel, shall have the sole exclusive organizational right to process, or not to process, any alleged grievance. Any accompanying waiver documentation will be maintained by the Confederation.

Section 3: Formal Procedure

Step 1

- A. In the event the matter is not resolved informally, the grievance, stated in writing, (Appendix F), shall be submitted (hand-delivered, via certified mail, or emailed to the president/principal of the school, and the Superintendent within five (5) working days after the conclusion of the

informal procedure.

- B. If a specific individual is affected, the grievant must sign the form (Appendix F).
- C. After the grievance form has been submitted, it may be discussed with the Principal/Superintendent or designee:
 - 1. by the grievant accompanied by a Confederation representative;
 - 2. by a Confederation representative if the grievant so requests;
 - 3. by a Confederation representative in the name of the Confederation;
- D. Within five (5) working 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, via certified mail, , hand-delivered, or emailed to the grievant and one (1) copy given to the Confederation.

Step 2

- A. If the grievant and the Confederation, is not satisfied with the disposition of the grievance at Step 1 or no decision has been rendered within five (5) working days, an appeal may be made, in writing, within the subsequent five (5) working days, to the Superintendent, requesting the creation of a grievance appeal panel consisting of:
 - 1. one member designated by the Confederation;
 - 2. one member designated by the Office of Catholic Schools;
 - 3. a third member mutually agreed upon by both parties.
- B. Within five (5) days, after the request for the creation of a grievance appeal

panel, the Confederation and the Superintendent, or their designees, will mutually agree upon the selection of the third member. (Due to extenuating circumstances, this time line may be altered, but only if mutually agreed upon by both parties.

- C. The grievance appeal panel shall meet at a mutually agreeable time and place as soon as practical, after selection of the third member, to hear the grievance, and shall subsequently inform the Confederation, the Office, and the grievant of said meeting time/place. The grievant shall be required to attend. The Confederation and the Office shall have the right to offer evidence, and bring any witnesses. During the hearing of the grievance, the members of the grievance appeal panel have the right to determine the procedures to be utilized during said hearing; however, neither audio/video recording devices by either party, nor any individuals not a part of the grievance, are permitted during the hearing. Following conclusion of the grievance appeal hearing, as required by contract, the decision of the panel must be hand-delivered, or rendered via certified mail, to the grievant, the Confederation, and the Superintendent within seven (7) working days, unless extended by mutual agreement.
- D. The total cost of the third party of the grievance appeal panel shall be shared equally between the Confederation and the Office.
- E. Within five (5) working days of notification of the grievance appeal panel's written decision and rationale, the Confederation or Superintendent shall have the right to demand arbitration of the matter, if dissatisfied with the decision rendered by the grievance appeal panel.

Step 3

- A. The party requesting arbitration shall notify the other party, in writing, within the aforementioned five (5) working days (Step 2 E), that arbitration will occur, as well as notifying the mediation service chosen, with a request of seven (7) possible arbitrators. Within five (5) working 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. No additional lists may be requested by either party.

- B. The arbitration shall be conducted under the rules of the mediation service chosen.
- C. The losing party shall pay the cost of the arbitrator, including the fees of the mediation service chosen.
- D. 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 president/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 Confederation may proceed to the next step.
- F. No reprisal of any kind shall be taken by, or against, any participant in the grievance procedure by reason of such participation.
- G. In the event a grievance could not be processed through all the steps of this grievance/arbitration procedure by the end of the school year, and which, if left unresolved, could result in serious harm to any person/party, the time limits specified herein will be reduced by mutual agreement so that the grievance and arbitration procedures may be exhausted prior to the end of the school year, or as soon thereafter as is practicable.
- H. Failure to appeal the decision within 20 working days shall be deemed an acceptance of the decision.

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.

The school term extends from the first required professional development day through the last clerical day. 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) 2022-2023, 2023-2024, and 2024-2025 covered by this contract, shall be as follows:

Instructional	Professional/Clerical	Parent-Teacher Conference	Total Days
178	9	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 and a half of the two clerical days will be full uninterrupted work days for teachers to prepare for the upcoming school year, prior to the start of classes for students.

In schools Grades K-5 or K-8, the last day of the 1st, 2nd, and 3rd quarters will be

early release days for students to allow teachers to work on grades at school until the end of the work day. This provision does not apply to the middle/high school teachers of John F. Kennedy Upper Campus or St. Thomas Aquinas High School and Middle School.

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. Full time teachers only on a non-tax certificate as part of the Diocese of Youngstown policy and as required by contract must take classes toward licensure and do not take the contracted number of classes/academic hours (6 semester hours or 9 quarter hours) may be nonrenewed if they do not meet the academic requirements. If they at the principal's discretion retain their job despite not meeting the contractually required classes/academic hours they will not move up a step in pay.
- C. Teachers who have both a nontax and a professional license must keep their professional license current.
- D. 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 May 1, which are to be signed by the teacher and returned to the building principal/pastor/president by May 15. If a contract is issued after May 1, 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.
- E. When issued, the initial contract is to be signed by the teacher and returned to the principal. The contract will be signed by the principal, pastor/ president, and returned to the superintendent for his/her signature to finalize the contract. The contract will be returned to the school within 15 days. The contract is not enforceable or binding on any of the parties until the superintendent signs the contract.
- F. 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.

- G. 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 May 1, Unless the written notification is received by the teacher on or before May 1, 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 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 May 1st. 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 May 1.

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/her written response to the teacher with a copy to the principal/pastor/president. If the resignation happens after August 15th, 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

A teacher hired as the replacement (substitute teachers excluded) for a teacher on extended illness leave, approved leave of absence, pregnancy leave, paternity leave, adoptive leave, and/or sabbatical leave shall be notified at the time of employment that he/she is a temporary employee and must be notified of the approximate duration of his/her employment. Both the duration and the statement of temporary employment shall be clearly stated on the replacement teacher's individual contract

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 violation of the Diocese of Youngstown Child Protection Policy or the State of Ohio Educator Conduct Code.
 4. 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 including violations of the Diocese of Youngstown Child Protection Policy 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 V, Grievance Procedure.
- F. Teachers being so notified of termination from employment shall be given the opportunity to resign unless it is a violation of the Diocese of Youngstown Child Protection Policy or the State of Ohio Educator Conduct Code.

Section 7: Force Majeure

Force Majeure Event

All individual contracts issued to a teacher (whether a tenured contract, a limited contract, or a supplemental contract) shall include the following language relative to a "Force Majeure Event" (as defined below) whereby the Employer may suspend and/or terminate any individual contract and the applicability of the Basic Contract due to a Force Majeure Event.

The Employer may suspend and/or terminate this Contract and its obligations hereunder as a result of causes beyond the Employer's reasonable control defined herein as a "Force Majeure Event". If a Force Majeure Event causes a suspension of this Contract, the Employer will resume its obligations under this Contract when circumstances allow (provided that the Employer's operations resume during the term of this Contract). Notwithstanding the foregoing, the Employer shall not be obligated to lift the suspension and resume its obligations under this Contract if doing so would be impractical for some reason including but not limited to significant financial hardship to the Employer. Employer shall provide Employee with written notice seven (7) days prior to suspending and/or terminating this Contract under this subsection.

A Force Majeure Event includes the following: acts of God, fire, flood, severe storm, earthquake, civil disturbance, lockout, riot, order of any court or governmental administrative body, embargo, acts of government (including stay at home orders), war (whether or not declared), acts of terrorism, pandemic, epidemic, or similar

causes (hereinafter collectively a "Force Majeure Event").

In the event this Contract is suspended as provided for herein, the Employee shall be paid for all time he/she works up to the point at which the Contract is suspended as well as for any time he/she works after the suspension is lifted. During the period of time this Contract is suspended the Employee shall be considered to be on an unpaid furlough until such time as the suspension is lifted. In the event the Contract is terminated as provided for herein, the Employee shall be paid for all time he/she works up to the point of termination and neither party shall have any further obligation to the other under this Contract upon the effectiveness of the termination.

This subsection does not include situations in which the school building is closed, but the school continues to provide educational services to its students remotely or at another location.

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 arranged according to school/system and diocesan seniority. The listings will also include the 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;

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 Diocesan 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: 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 resident educator, professional or permanent) or licensure resident educator, professional or alternative educator).
- B. A teacher who is teaching with a non-tax certificate only 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. Exception: This does not apply to a teacher who is ONLY teaching religion OR if teaching a few classes outside of licensure areas at administrator request. (Example: a 7-12 licensed math teacher also teaching 6th grade math.)
- 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 6: 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 7: Administrator Return to Classroom Teaching

- A. Subject to the limitations set forth below, elementary 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 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 8: Teacher Return in Good Standing

If a teacher who has taught in a Diocesan elementary school as a full-time teacher and left in good standing is rehired, that teacher shall return with system seniority, if any, previously acquired as of the date of departure provided the teacher is rehired within two (2) years of prior service. This does not apply to a teacher who has accepted a buyout under Local-Issues.

Section 9: 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 10: 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 resident educator, professional or permanent certificate..

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. Any teacher teaching with a non-tax certificate (except Religion teachers) will be laid off first prior to the layoff of a teacher who holds a valid State of Ohio license/certificate. These teachers have no recall rights. 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 list and subject to qualification in the area of licensure. 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, and 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) 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, by email, 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 system 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 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 May 1 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, teacher. And any legal counsel represented by the fore-going.
- 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*;
 - 3. application form;
 - 4. transcripts (official);
 - 5. Authorization and Verification of the DOY Safe Environment Policy for the Protection of Children and Vulnerable Adults;
 - 6. Acknowledgement of Receipt of ~~child protection policy~~ the DOY Safe Environment Policy for Children and Vulnerable Adults;
 - 7. BCI report and FBI report;
 - 8. Proof of updated Virtus requirements;
 - 9. annual contract or salary notification for each year of service;
 - 10. annual evaluations, with appropriate teacher's response;
 - 11. official administrative correspondence concerning the teacher; and
 - 12. 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 *;
 3. application form;
 4. emergency data form;
 5. Employment Eligibility Verification (Form I-9) *;
 6. transcripts (official);
 7. Authorization and Verification of the DOY Safe Environment Policy for Children and Vulnerable Adults;
 8. Acknowledgement of Receipt of the DOY Safe Environment Policy for Children and Vulnerable Adults;
 9. BCI report and FBI report;
 10. Proof of updated Virtus requirements;
 11. annual contract or salary notification for each year of service;
 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

A. At any time, at the request of the teacher and agreement of the principal/pastor/president and superintendent, any impugning 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 or president, after notification of the Office, shall remove the material. The only exceptions to this are material referring to:

1. moral turpitude;
2. children services agency reports/ Violations of the DOY Safe Environment Policy for Children and Vulnerable Adults; 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 VI, 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

The Diocese will present a sample calendar and calendar parameters to use as a guide for principals to assist in the development of the local school calendar.

Then 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

If teachers are required to attend a conference or institute outside the boundaries of the Diocese of Youngstown, the driver will be reimbursed mileage at the current Federal rate. No teacher will be required to attend two or more consecutive days. No in-service outside the boundaries of the Diocese of Youngstown shall be more than 100 miles from the school of employment.

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.

Class size limits will be examined to accommodate students with special needs.

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.
5. The following classes are excluded from the aforementioned class size limits: physical education, band, and choir.

Section 6: Preparation Time

A minimum of 200 minutes per week 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

Section 1

Each of our schools has made the effort to staff itself with excellent teachers in each academic field. The consistency of having that teacher present to the students each day leads to the success of the instructional program along with the efficient operation of the school day. Therefore, it is imperative for each subject teacher to make his/her best effort to be at school each day to fulfill his/her obligation to our students and the entire school staff.

Section 2: Sick Leave

- A. A teacher shall be permitted one and one-half (1-1/2) days for personal illness or physical disability, without salary deduction, for each month of service completed and such days shall be limited to a cumulative total of 189 days. Sick leave is leave from work for a short duration of time (not to exceed ten (10) consecutive working days) due to one of the following events: (1) an unexpected/acute illness or injury to the teacher, the teacher's spouse, the teacher's child/ step-child, the teacher's parent/step parent, the parent' step-parent of the teacher's spouse, a disabled adult living in the teacher's home, or with the approval of the principal, pastor, or president a person of close relationship. (2) a planned absence from work, with prior notification to the principal, so that the teacher, the teacher's spouse, the teacher's child/ step-child, the teacher's parent/step-parent, the parent/step-parent of a teacher's spouse, or a disabled adult living in the teacher's home may secure medical treatment, or (3) to address a chronic illness of the teacher, the teacher's spouse, the teacher's child/step-child, the teacher's parent/step-parent, the parent/step-parent of the teacher's spouse, or a disabled adult living in the teacher's home, and in all of the foregoing circumstances there is the expectation that the teacher shall return to work after the short absence not to exceed ten (10) consecutive working days.

If the teacher's absence from work for a period of time is to exceed ten (10) consecutive working days and is due to the illness (acute or chronic) or injury to the teacher himself/herself, then in such event, the teacher's continued absence shall be governed by Section 2 Sick Leave.

However, if the teacher's absence from work for a period of time is to exceed ten (10) consecutive working days and is due to illness (whether acute or chronic) or injury to someone other than the teacher himself/herself, then in such event, the teacher's continued absence from work for any period of time greater than ten (10) consecutive working days shall be governed by Section 6 Extended Illness.

Refer to Section 4F of Article XIII for sick leave/buyback information.

- B. When a teacher's sick leave account is depleted, a day's salary is deducted for each day's absence. A day's salary is defined as the gross salary divided by the number of days in the school year as defined in Article XII, Section 2A.
- C. A teacher who has exhausted his/her sick leave, or a new teacher, may be advanced sick leave which could be earned during the remainder of the year. Unearned sick leave charged to a teacher will, at the end of the contract year, result in loss of pay for the days unearned.
- D. Each school year, upon request, the individual teacher shall be notified, in writing, as to the number of sick days and personal days available to him/her.
- E. In the event of an extended absence (ten [10] consecutive working days or more) due to a teacher's illness or disability impacting the teacher himself/herself, the president/principal reserves the right to require the teacher to submit to a physical examination from time to time regarding the teacher's condition. The superintendent, in such event, also reserves the right to require the teacher to submit to a physical examination from time to time by a physician to be selected and approved by the superintendent at the expense of the Office of Catholic Schools. All further decisions concerning the teacher

with respect to such absence will be based on the findings of the physician so selected and approved by the superintendent. Any teacher who refuses to be examined by a physician approved or selected by the superintendent will be considered to be in violation of this section and may be subject to termination.

- F. After an extended absence (ten [10] consecutive working days or more) due to illness or disability impacting the teacher himself/herself, a statement from the attending physician must indicate that the teacher has or has not recovered sufficiently to perform all of the regular assigned work, but such statement shall not be binding on the president/principal. The president/principal reserves the right to implement the procedures provided for in Section E immediately above.
- G. Should the doctor (either the attending physician or the doctor selected or approved by the superintendent) at any time during the absence of a teacher from his/her employment under this section due to an illness or disability impacting the teacher himself/herself indicate the teacher is capable of performing his/her regular job function and should the teacher choose not to report to work thereafter, the teacher will be terminated.
- H. Teachers shall have the right to donate sick days to their colleagues who teach in the same school. However any received days over a total of 15, will require approval by the superintendent/ designee. Those donating days will complete the appropriate diocesan form and submit it to the building administrator. These days are meant for serious documented illness/injury and may only be used after the affected teacher has exhausted all of their leave days for the school year. Each donated day must be documented on the leave form. The decision of the superintendent is final and non-grieve able.

Section 3: Funeral and Critical Illness Leave

- A. A teacher shall be permitted a maximum of eight (8) days per year, without a salary deduction, for absence due to critical illness, death and/or funeral and such days will not be charged to the teacher's sick leave account.

- B. Funeral leave may be taken for the teacher's spouse, the teacher's child/step-child, the teacher's parent/step-parent, the parent/step-parent of the teacher's spouse, the teacher's grandparent, the teacher's grandchildren, the teacher's brother or sister, a disabled adult living in the teacher's home, or with the approval of the principal, pastor, or president a person of close relationship.
- C. Critical illness shall be defined as a serious trauma, life threatening illness, life-changing event or disability, hospice, or major non-elective surgery/treatment to teacher's spouse, the teacher's child/step-child, the teacher's parent/step-parent, the parent/step-parent of the teacher's spouse, the teacher's grandparent, the teacher's grandchildren, the teacher's brother or sister, or a disabled adult living in the teacher's home. 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.
- D. To be considered a critical illness leave, a signed statement from a medical doctor documenting the critical illness must be turned in to the school administrator within 7 days or the absence will be charged to the teacher's regular sick leave account.
- E. After funeral and critical illness leave has been exhausted, additional days may be taken by the teacher. These additional days will be deducted from personal leave and/or sick leave accounts. After both personal and sick leave accounts are exhausted, the teacher may apply for an extended illness leave, as defined in Section 6 of this Article.

Section 4: Personal Leave

- A. A teacher may be absent for personal reasons, without salary deduction, not more than three (3) days in any one (1) school year.
- B. Personal leave will not be granted in the first 10 contracted days of the school year or the last 10 contracted days, on the day preceding or following

a holiday or vacation, or on a scheduled inservice day unless approved by the building president/principal. The president/principal may grant a personal leave day during these restricted time periods but the teacher should share the reason for the request with the president/principal.

- C. Requests for personal leave shall be submitted, in writing, to the building president/principal 48 hours in advance of the anticipated absence unless circumstances make compliance impossible, in which case the president/principal shall be notified as soon as reasonably possible.
- D. Such personal leave days shall not be deducted from the teacher's accumulated sick leave days.
- E. Personal leave days do not accrue for use.
- F. All unused personal days shall be credited to your sick leave account for purpose of buyback only. If the total of unused personal and sick days exceeds 189 days at the end of a school year, those days in excess of 189 days will be bought back at the rate determined at local negotiations, payable no later than June 30 of the current fiscal year.
- G. The number of teachers taking personal leave on any one (1) school day shall conform to the following:
 - 1. If teaching staff is zero to fifteen (0-15) the number of teachers per day is two (2);
 - 2. If teaching staff is 16 or more, the number of teachers per day is three (3).

Excess of this number is at the discretion of the president/principal.

Section 5: Professional Leave

- A. A teacher shall be granted, without salary deduction, not more than two (2)

days in any one (1) school year to visit another school or to attend local, district, state and/or national meetings, bona-fide clinics involving extracurricular activities or conferences of a professional nature. Such professional leave days may be denied by the president/principal if the teacher's absence will disrupt the continuity of instruction or if the president/principal deems the leave unprofessional. Such refusal by the president/principal shall be submitted to the teacher in writing. It is understood that the teacher's professional leave entails no financial obligation to the school such as registration fees, travel expenses or any other personal expense necessary to attend such meetings.

- B. Requests for such professional leave shall be made to the president/principal at least seven (7) days before the anticipated absence unless it can be shown that late notification necessitates a waiver of this time requirement
- C. A teacher shall submit written documentation to validate the teacher's attendance at such visitations, conferences or meetings.
- D. Such professional leave shall not be deducted from the teacher's accumulated sick leave days.
- E. Upon approval of the president/principal, additional professional leave days may be granted.

Section 6: Extended Illness

- A. If a teacher is absent from work for a period of time which exceeds ten (10) working days and said absence is due to the illness (whether acute or chronic) or injury to someone other than the teacher himself/herself, then in such event, the teacher's continued absence from work for any period of time greater than ten (10) working days shall require the prior written permission of the president/ principal. If the president/principal grants the teacher's request hereunder for leave greater than ten (10) working days, then in such event, the additional days of leave granted by the president/principal shall be designated

as Extended Illness leave days which Extended Illness leave days shall be unpaid unless the teacher requests in writing, and the president/ principal approves said request, that the teacher receive pay for each Extended Illness leave day (by deducting from the teacher's sick leave inventory one day for each Extended Illness day). Consideration will be given for a spouse or child.

- B. Any member of the licensed/certificated staff 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 member and the approval of the Superintendent, unpaid leave shall be extended for one (1) more school year.
- C. All requests for an Extended Illness leave greater than thirty (30) working days must be made, in writing, to not only the president/ principal but also, the 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 reason for the leave.
- D. A teacher returning from an Extended Illness leave due to an illness or injury suffered by the teacher himself/herself, shall obtain a statement from a licensed physician releasing him/her to return to work.
- E. Upon return to the diocesan high schools, the teacher shall be placed on the salary step following the step which he/she was paid on his/her last Diocese of Youngstown individual contract as long as the teacher has taught a minimum of 120 days during the previous year.
- F. Notifications, fringe benefits, seniority and accumulated sick days, replacement teachers, and placement which pertain to teachers on approved leaves of extended illness shall conform to Sections 14 through 19 respectively of this Article.

Section 7: Leave of Absence (unpaid)

- A. A leave of absence of one (1) year duration may be granted and is not

renewable.

- B. A leave of absence must be concurrent with a school year.
- C. Upon return to the diocesan high schools, the teacher shall be placed on the salary step following the step which he/she was paid on his/her last Diocese of Youngstown individual contract.
- D. Notifications, fringe benefits, seniority and accumulated sick days, replacement teachers, and placement which pertain to teachers on approved leaves of absence shall conform to Sections 14 through 19 respectively of this Article.

Section 8: Pregnancy Leave

- A. A teacher may request and shall be granted an unpaid pregnancy leave of absence on the conditions set forth below.
- B. A teacher shall notify the president/principal and the superintendent's office, in writing, of her intent to take a pregnancy leave of absence. The notice must contain all necessary information including the date on which the teacher wishes to commence said leave and the anticipated date of delivery
- C. Upon receipt of the above information (Section 8B), the superintendent's office shall confirm, in writing, the pregnancy leave of absence.
- D. The pregnancy leave of absence shall extend to the child's first birthday but may, at the option of the teacher, be for a shorter period of time. The teacher shall notify the president/principal and the superintendent's office, in writing, at least 30 days prior to her date of return. Such notification shall be accompanied by a letter from her physician stating that, in his/her opinion, she is capable of resuming her teaching duties.

- E. Sick leave, as stated in Section 2 of this Article, may be utilized by a teacher on pregnancy leave of absence only upon the teacher's disability by reason of pregnancy or a pregnancy-related condition during the period of the pregnancy leave of absence. The Office reserves the right to implement the procedures provided in Section 2E of this Article.
- F. When the requested date of return substantially interferes with the continuity of instruction, then the president/principal or superintendent's office may adjust those dates to a more suitable time. The teacher shall be notified, in writing, concerning any adjustment of said dates.
- G. When the teacher is reinstated, she will advance to the next step of the pay scale provided the teacher has taught a minimum of 120 days during the previous year.
- H. Notifications, fringe benefits, seniority and accumulated sick days, replacement teachers, and placement which pertain to teachers on approved pregnancy leaves shall conform to Sections 14 through 19 respectively of this Article.

Section 9: Sabbatical Leave

- A. No more than two (2) members of the bargaining unit will be granted leave under this section at any one time.
- B. The teacher shall present the superintendent a plan outlining the purpose and goal of the sabbatical leave. Such a plan will have as its primary purpose professional growth in the field of education and must constitute a full-time program as defined by the university of attendance and meet with the approval of the superintendent.
- C. Remuneration to the teachers on a sabbatical leave shall only be the difference between the replacement teacher's salary and the teacher's expected salary for one (1) year of leave.

- D. Intent to apply for sabbatical leave shall be submitted no later than April 1. Such leave may be granted only for one (1) year and must be coincidental with a normal school year. Finalization of the leave must be completed by June 1.
- E. A teacher returning from a sabbatical leave shall be placed on the salary schedule without having lost an increment step. The time spent on sabbatical shall be considered increased experience.
- F. At the conclusion of the leave, the teacher shall present evidence that his/her plan was pursued. He/she may be required to return to the diocesan school system for a period of at least one (1) year. If, against the wishes of the Office, the teacher fails to return for one (1) year of service, he/she shall be required to refund the money which the school advanced. Failure to substantially fulfill the program as approved by the superintendent shall be cause for refund of the money advanced by the school.
- G. If more than two members of the bargaining unit request a sabbatical leave during a particular year, applicants shall be selected according to system seniority.
- H. Notifications, fringe benefits, seniority and accumulated sick days, replacement teachers, and placement which pertain to teachers on approved sabbatical leaves shall conform to Sections 14 through 19 respectively of this Article.

Section 10: Paternity Leave

- A. Two (2) days of paternity leave shall be granted each male teacher for the following reasons:
 - 1. to take his wife to the hospital;
 - 2. to take his wife home from the hospital;
 - 3. to stay with his wife in the event of complications.

- B. Such days shall not be charged to the unused portion of the teacher's sick leave account.
- C. Up to 8 days surrounding the birth of a child may be used from a teacher's sick leave account. Prior notification is to be provided to the principal as possible.
- D. A teacher may request in writing an unpaid paternity leave of absence that extends up to the child's first birthday, but may, at the option of the teacher, be for a shorter period of time. The teacher should notify the school principal at least 30 days before the intent of return.
- E. When the requested date of return substantially interferes with the continuity of instruction, then the president/principal or superintendent's office may adjust those dates to a more suitable time. The teacher shall be notified in writing, concerning any adjustment of said date.
- F. When the teacher is reinstated, he/she will advance to the next step of the pay scale, provided the teacher has taught a minimum of 120 days during the previous year.
- G. Notifications, fringe benefits, seniority and accumulated sick days, replacement teachers, and placement which pertain to teachers on approved leaves of absence shall conform to Section 14 through 19 respectively of this article.

Section 11: Jury Duty - Litigant or Witness Leave

- A. Teachers will be expected to work on those days when the jury is not actually in session.
- B. Teachers shall not have any days deducted from their accumulated sick leave days due to absence caused by jury duty.
- C. Teachers required to appear in court as a litigant or witness shall do so only

on days required. Teachers will be expected to work on those days when court is not in session.

- D. Teachers shall not have any litigant-witness days deducted from their accumulated sick leave account.

Section 12: Adoptive Leave

- A. Up to two (2) weeks (10 days) from a teacher's sick account may be used for business surrounding adoption proceedings and bonding with the child. Prior notification is to be provided to the principal as is possible.
- B. A teacher who has adopted a child may request and shall be granted an unpaid adoptive child rearing leave of absence for a duration of one (1) year, but may at the option of the teacher be for a shorter period of time.
- C. When the teacher is reinstated, he/she will advance to the next step of the pay scale, provided the teacher has taught a minimum of 120 days during the previous year.
- D. Notifications, fringe benefits, seniority and accumulated sick days, replacement teachers, and placement which pertain to teachers on approved leaves of absence shall conform to Sections 14 through 19 respectively of this Article.

Section 13: Public, Religious, or Charitable Leave

- A. Any teacher who leaves the secondary school system in order to enlist in public, religious or charitable services (e.g., Peace Corps, VISTA) may return to the system as soon as a position is available, without loss of system seniority previously acquired, providing application is made for re-employment within 90 days of discharge from a normal tour of duty with such agency. Such enlistment shall not interrupt a school year.

- B. When the teacher is reinstated, he/she will advance to the next step of the pay scale, provided the teacher has taught a minimum of 120 days during the previous year.
- C. Notifications, fringe benefits, seniority and accumulated sick days, replacement teachers, and placement which pertain to teachers on approved leaves of absence shall conform to Sections 14 through 19 respectively of this Article.

Section 14

A listing of all applicants who have applied for leaves of absence and sabbatical leaves shall be forwarded to the Confederation office by June 30 of each school year by the superintendent's office.

Section 15

A written notification granting or refusing requested leaves which are contained in this Article shall be forwarded, in duplicate, to the applicant with one (1) copy to be sent to the Confederation office by the superintendent's office. If the leave is not approved, the written notification shall state the reasons for the denial of said leave.

Section 16

Teachers who are on approved extended illness leaves, leaves of absence, pregnancy leave, paternity leave, adoptive leave and sabbatical leaves shall retain all insurance, pension and other benefits in conformity with the contract and benefit plan requirements provided that the teacher pays all amounts (including contributions normally paid by the school) as billed or required under any such insurance, pension, or other benefit plan.

Section 17

Teachers who are on extended illness leaves, approved leaves of absence, pregnancy leave, paternity leave, adoptive leave and sabbatical leaves shall maintain both

system and school seniority. Teachers who are on approved leave of absence, pregnancy leave, adoptive leave and sabbatical leaves shall maintain accumulated sick days previously acquired before the approved leave.

Section 18

A teacher hired as the replacement (substitute teachers excluded) for a teacher on extended illness leave, approved leave of absence, pregnancy leave, paternity leave, adoptive leave and/or sabbatical leave shall be notified at the time of employment that he/she is a temporary employee and must be notified about the approximate duration of his/her employment. Both the duration and the statement of temporary employment shall be clearly stated on the replacement teacher's individual contract.

Section 19

Upon completion of the leave of absence, the teacher shall be placed in the position 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 opening, the returning teacher shall be governed by Article IX with all rights provided by this contract.

Section 20

Teachers requesting personal leave, professional leave, paternity, funeral and critical illness leave, jury duty leave, litigant or witness leave shall use the authorized form (see Appendix E). This form shall be completed as stipulated in the description of the aforementioned leaves or, if the circumstances make this impossible, within two (2) school days after the teacher's return.

Section 21

Although the Family and Medical Leave Act of 1993 ("FMLA") may not be applicable to the Diocese of Youngstown, the Office of Catholic Schools and the Confederation agree for the purpose of this contract and during its term to abide by the provisions contained therein. If it is discovered by the Office or the Confederation

that any provision contained within this contract or policy of the Office is in violation of the FMLA, then in that event, such provision or policy shall be amended by mutual agreement between the Diocese of Youngstown Office of Catholic Schools and the Confederation. In the event a mutual agreement cannot be reached, either party may request arbitration under Article V, Section 3, Step 3 of the Basic Contract. Appendix G is a notice to the members of the Confederation of the members' rights and responsibilities under the FMLA. Consistent with the foregoing, and as is permitted by the FMLA, teachers who are on a FMLA leave due to their own personal injury or personal sickness shall be required to concurrently use accrued sick days and personal days while on FMLA leave. Teachers who are on FMLA leave for any reason other than their own personal injury or personal sickness (but not including paternity leave, adoptive leave, or except as otherwise provided for in this Basic Contract with respect to the ten (10) days as provided for in Article XIII Section 2 A) shall not be permitted to use accrued sick days while on FMLA leave. Teachers who are on FMLA leave due to a paternity leave or adoptive leave shall be permitted to use up to eight (8) accrued sick days while on FMLA leave in accordance with Article XIII Section 10 of this Basic Contract.

ARTICLE XII

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. Teachers who are contracted **for at least** 1,000 hours per year-will be granted all benefits as though he/she were in full-time service.
If a part-time teacher is under contract to more than one diocesan elementary school and the total hours of the contracts are 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.

- C. A part-time teacher shall be granted the number of sick and personal days prorated by the percentage of his/her contract. These sick days will accrue.
- D. 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 XIII

JOB OPENINGS

Section 1: Guidance Counselors and Administrators

The Office of Catholic Schools will send emails 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. Openings will also be posted on the Diocesan website,

Section 2: Teacher

All schools shall notify the Office of Catholic Schools of teacher openings. The Office of Catholic Schools will send emails of all teacher openings to elementary schools and the president of the Confederation. Such opening shall be posted on the Diocesan website for all elementary teachers to see. 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 XIV

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 XV

DIOCESAN NEGOTIATIONS

Section 1: Purpose

- A. The purpose of these procedures is to establish a relationship between the Office of Catholic Schools, individual parish schools/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/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/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/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/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)
2. the traditional model (language appears in Appendix C)

ARTICLE XVI

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; (Health insurance, life insurance, and retirement options are not negotiable)
- 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 XVII

SALARY AND FRINGE BENEFITS

Section 1: Salary and Fringe Benefits

- A. Salary, religious education certification stipend and fringe benefits excluding health insurance, life insurance, and retirement options, except Article XI Leaves, are local issues. 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.
- C. Teacher salary for the new school year begins with the first pay in September.

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 “benefit” plan (Plan) is available through the diocese, to all qualifying personnel, in accordance with the terms of the current Plan document (Note: the current 403B).
- B. 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. Any material non-administrative change to the “frozen defined benefit” 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 Diocesan third-party provider will inform any affected participants.
- C. In the event that the either 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.

Section 5: Life Insurance

Eligible lay employees will be provided a paid-by-the-employer life insurance policy. The benefit payable is 1.5 times an employee’s annual salary for a minimum of \$30,000, maximum of \$150,000, payable per claim. Reductions in the benefit payable are taken for employees age 65 and older who are still actively employed. This benefit is in effect for all eligible employees until their termination or retirement.

ARTICLE XVIII

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 XIX

CONFORMITY TO LAW SAVINGS CLAUSE

If any provision of this document shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law but all other provisions or applications shall continue in full force and effect. The validity of the contract will not be affected if any teacher or administrator is found to have violated the law.

ARTICLE XX

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 XXI

PROFESSIONAL COURTESY

Section 1

Elementary teachers, who are under contract with the Office at least a thousand hours, 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 XXII

EFFECTS OF THE AGREEMENT

This agreement shall become effective at 12:01 a.m., on August 16, 2022, and shall continue in full effect and force until August 15, 2025.

Mary Fiala

**Ms. Mary Fiala, Superintendent
Office of Catholic Schools
Diocese of Youngstown**

Charles Lozier

**Mr. Charles Lozier, President
Youngstown Diocesan Confederation of Teachers**

Karen Joseph

**Ms. Karen Joseph, Elementary School Vice-President
Youngstown Diocesan Confederation of Teachers**

APPENDIX A:
LOCAL ISSUES

Local Issues are located at the end of the contract.

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 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 C).

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.

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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
(Critical Illness leave requires a signed statement by a medical doctor.)

_____ 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 (“FMLA”)

LEAVE ENTITLEMENTS

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered service member's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the service member with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

BENEFITS & PROTECTIONS

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave; and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

Note: The FMLA sets forth specific rules for “instructional employees”.

REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

APPENDIX H

PROCEDURES FOR BARGAINING REPRESENTATIVE ELECTIONS

Preface

This document has been written by the Diocese of Youngstown, Office of Catholic Schools, with the cooperation of the Youngstown Diocesan Confederation of Teachers. The purpose of this document is to provide a method for the teachers employed by a parish, consolidated school or diocesan high school to decide whether or not they want to organize and affiliate with a bargaining representative or to disaffiliate from such an organization and to cease collective bargaining.

The Diocese of Youngstown adopts these procedures with the belief that the resources of the diocese and its various schools and the social teachings of the Church allow these arrangements. The diocese reserves the right to amend, modify or abolish these procedures at any time.

I. General

- A. Neither federal nor state law requires recognition of a collective bargaining representative for Catholic school teachers.
- B. The determination of whether or not there will be collective bargaining shall be made at the parish or consolidated level by each school and each diocesan high school separately. Irrespective of whether there shall be collective bargaining, the terms and conditions of employment shall be set at the parish or consolidated level for parish or consolidated schools and at the diocesan level for high schools.
- C. No labor organization shall be recognized by the parish, consolidated school or diocese as the collective bargaining agent of the teachers unless and until the procedures set out below are followed.
- D. Bargaining representative elections will be conducted only once each school year within 21 days after the receipt of the signed statements as indicated in Section II, B.
- E. A neutral third party will be mutually selected by the labor organization and the superintendent or his/her designee by January 1. The neutral third party will conduct the elections according to the procedures as defined in this document. The neutral third party will

be compensated one-half by the employers (petitioned parishes, consolidated schools or high schools) and one-half by the labor organization.

II. Request for an Election

- A. The first step is to determine if the lay teachers of a parish, consolidated school or high school desire to designate a collective bargaining representative or to disaffiliate with its current bargaining representative. Elections will be held only at those parish, consolidated schools or high schools at which the lay teachers comply with paragraph B below.
- B. If 30% or more of the lay teachers express an interest in selecting a particular collective bargaining representative or to disaffiliate with its current bargaining representative, then a representation election shall be conducted. Such interest must be signified in a written statement(s) signed by the individual teachers. The signed statement(s) will be delivered by a teacher of the school to the neutral third party between January 1 and January 15. The neutral third party will keep the signed statement(s) in strictest confidence. See Appendix 1 for the template of the signature page.
- C. If a request is not received by the neutral third party between January 1 and January 15, then no representation election will be conducted.
- D. Upon receipt of the signed statement(s), the neutral third party will request a list of eligible voters, as specified in III, B of this document, with their signatures. The list is to be sent to the neutral third party seven (7) calendar days prior to the election date by the school principal.
- E. After an election has been formally called, all written communication between Confederation and teachers and the Office of Catholic Schools and teachers should be forwarded to the respective parties so as to facilitate transparency. This exchange of documents will continue from the time the vote is called for until the vote is formally tabulated.

III. Election

- A. Prior to the election, both the representatives of the labor organization and the school administrators, pastors or representatives of the juridic person (in the case of a consolidated school) may make their views

known regarding the selection of a bargaining representative or the disaffiliation from the current bargaining representative. Neither the school administration nor the labor organization shall threaten, coerce or attempt to interfere with the free choice of the eligible lay teachers. If anybody complains about election conduct, such complaints should be transmitted to the neutral third party for resolution. The neutral third party will hold a hearing(s) concerning complaint(s) about the election and render a decision which will be binding on all parties. Procedures for such hearings will be determined by the neutral third party giving both parties equal opportunity to be heard. No finding by the neutral third party may be contrary to Church law or teaching.

- B. All full-time lay teaching employees, all part-time lay teaching employees who teach for one-half day or more and all teachers on approved leaves of absence will be eligible to vote. If an eligible teacher is absent on the day of the vote, the neutral third party will determine the procedure for absentee voting as necessary.

Principals, assistant principals, administrative assistants and other administrators, those teachers who are in a religious community and teachers replacing teachers on approved leaves of absence will not be eligible to vote.

One week prior to the election, the principal will prepare a list of eligible voters. This list will include the respective voter's signature. If the labor organization requesting the representation election disputes the list, an objection is to be raised immediately to the neutral third party.

- C. The election will be held at each school holding an election on the same date and at a time sufficiently close as not to influence the election at another school. The neutral third party will conduct each election in the respective building, prepare ballots, count the ballots and certify the results of the election, in writing, to the labor organization, the school principal, the pastor (in the case of a parish school), the representative of the juridic person (in the case of a consolidated school) and the Director of Certificated Personnel.
- D. The election ballot will request employees to choose between the labor organization and no representation. Both choices will appear on the ballot. The labor organization will be recognized if it secures a simple majority of the valid votes cast. If a simple majority of the votes cast is not obtained by the labor organization, the labor organization will not be recognized. If the labor organization is not

successful in an election, it may not request another election until the succeeding school year. See Appendix 2 for the ballot.

- E. In the event a labor organization is selected by a simple majority of the votes cast, that organization shall be recognized as the sole collective bargaining representative of the lay teachers employed at that school. Such selection will not affect other schools.
- F. Recognition as bargaining representative will be terminated in the event it is later determined, through a representation election conducted as outlined in this document (Section III, A, B, C, D and E), that the organization no longer represents the majority of employees.

IV. Recognition

- A. If a labor organization is selected by a majority, the pastor or the representative of the juridic person (in the case of a consolidated school), or the diocese (in the case of a high school) will bargain collectively with the bargaining representative(s) selected by the teachers, concerning wages and other conditions of employment for those lay teachers in the respective school. The teachers electing representation by a bargaining representative will be under the jurisdiction of the respective Diocese of Youngstown employment policies until a basic contract is negotiated and ratified. If teachers elect to disaffiliate from a bargaining representative, they will be under the jurisdiction of the basic contract until the end of the current school year. After the end of the current school year, they will be under the jurisdiction of the respective Diocese of Youngstown employment policies.
- B. The teachers are not members of the labor organization and, therefore, not entitled to any labor organization privileges and/or benefits until a contract has been ratified by the labor organization and the pastor (in the case of a parish school), or the representative of the juridic person (in the case of a consolidated school) or the superintendent (in the case of a diocesan high school).
- C. The parties shall not agree to any provision that is contrary to Church law or teachings.

V. **Enforcement**

Adherence to the above procedures shall be based solely on trust. The procedures do not establish or create any enforceable legal right or remedy and no one shall seek equitable or administrative relief on the basis of any claimed departure from the procedures. The procedures set out above contain the sole and exclusive remedy for any claim violation.

VI. **Termination of Service of Neutral Third Party**

Upon completion of all of the procedures detailed in this document, the services of the neutral third party are terminated.

VII. **Mutual Consent**

Any procedures of this document may be altered, amended, or abbreviated through mutual consent of the aforementioned parties.

Appendix 1: Signature page for request for vote

Request for Consideration of Union Affiliation

I, the undersigned, hereby request a vote in accord with the *Procedures For Bargaining Representatives* between the Youngstown Diocesan Confederation of Teachers and the Office of Catholic Schools. This vote will determine whether or not the teachers of _____ School will be represented by the YDCT.

Print Name _____ Sign Name _____

School _____ Date _____

Appendix 2: Ballot

Procedures for Bargaining Representative Elections (IIID, pg 3)

Ballot - Directions: Check One.

I hereby cast my vote--

_____ for representation by the Youngstown Diocesan Confederation of Teachers Labor Organization.

_____ for no representation.

Appendix 3: Signature page for request for vote

Request for Consideration to Disavow Union Affiliation

I, the undersigned, hereby request a vote in accord with the *Procedures For Bargaining Representatives* between the Youngstown Diocesan Confederation of Teachers and the Office of Catholic Schools. This vote will determine whether or not the teachers of _____ School will be represented by the YDCT.

Print Name _____ Sign Name _____

School _____ Date _____

