

# Youngstown Diocesan Confederation of Teachers

## Contract Negotiation Issues for the school years of 2018-2021

### Issues for Negotiations 05-15-17

- 1. Office of Catholic Schools Rights and Responsibilities ( Article II, Section 4, p. 4)**  
**Advance Notice of School Closure.**  
Rationale: In order to avoid additional conflict and burden on our teachers, how can we work together to avoid closing a school? If a closure is necessary, how can we prepare teachers for new employment in another school? We would like advanced notice of the potential closing of a school before it is too late.
- 2. Office of Catholic Schools Rights and Responsibilities (Article II, New Section, p. 4)**  
Rationale: The Confederation requests that language be written to specifically require copies of newly signed teacher's contracts, including certification and individual class assignments, be provided to the Confederation Office in a time frame that is agreed upon.
- 3. Office of Catholic Schools Rights and Responsibilities (Article II, New Section 8, p. 4)**  
Rationale: How can we ensure that there will not be any reprisal against any current or potential new Union member(s) for affiliation/activities?
- 4. Office of Catholic Schools Rights and Responsibilities (Article II, New Section 10, p. 4)**  
Rationale: It is very important that the initial contract date be consistent with the hire date for seniority purposes. We need to write language to ensure that they align.
- 5. Rights and Responsibilities of the Confederation (Article III, Section 7, p. 7)**  
Rationale: The Confederation requests that the current language be reviewed and revised to specifically require copies of newly signed teacher contracts be provided to the Confederation Office in a time frame that is agreed upon.
- 6. Rights and Responsibilities of the Confederation (Article III, Section 9, p. 7) Union Business**  
Rationale: Is it necessary to include the word "legitimate" business? Why would any business conducted by the President not be legitimate? Can we remove the word?

- 7. Rights and Responsibilities of the Confederation** (Article III, Section 14, p. 9) Budget  
Rationale: In order to fully review the diocesan annual financial statement upon request, we would like to review and revise the current language regarding the timeline and the number of years that statements must be provided. It is difficult to see trends when only looking at a current years' operating budget.
- 8. Dues** (Article IV, Section 3 A & B, p. 12)  
Rationale: To reword and clarify the language in order to receive payments from all schools by the 20<sup>th</sup> of each month. Also, The high school shall forward to the Confederation, with the September payment, a list.....
- 9. Grievance Procedure – Total Revision** (Article V, Section 1..., p. 13...)  
Rationale: A. The grievance procedure needs to be rewritten in order to clarify and protect the Confederation +/- the OCS from a meritless grievance. B. Protect the Confederation +/- the OCS from liability for a grievant. (Suggested by the YDCT Legal Counsel) C. Request to move Section 4H to Article II (new section 8, p. 4).
- 10. Individual Contracts** (Article VII, New Section E, p. 20)  
Rationale: To create new language that requires a copy of all teachers' individual contracts including area(s) of certification; salary; seniority step and department; subject to be taught; be forwarded to the YDCT office via a mutually agreed upon date between the YDCT/OCS.
- 11. Individual Contracts** (Article VII, Section 2, p. 21) Non-Renewal  
Rationale: We need to clarify the language that indicates a grievance can only be filed in a 4<sup>th</sup> year or longer. Non renewed teacher's in the first 3 years do not need to be given a reason and cannot file a grievance.
- 12. School Closure Notification** (Article IX, New section 9, p. 31)  
Rationale: In order to line up with the new language. Refer to Article II, Section 4, p. 4. Repeat language in this section.

**13. Personnel Files** (Article XI, Section 1, p. 33)

Rationale: The language needs clarification as to who can conduct official year end evaluations, and/or place materials into the teachers' personnel file.

**14. Personnel Files** (Article XI, Section 2E, p. 33)

Rationale: A word needs to be changed for clarification. Change or to and.

**15. Personnel Files** (Article XI, Section 4A, p. 35)

Rationale: To provide protection for the teacher and the OCS pertaining to anything that is placed in the personnel file. The teacher needs to be required to acknowledge.....with its content. We recommend shall be required to acknowledge....

**16. Personnel Files** (Article XI, Section 4A, p. 35)

Rationale: The length of time written reprimands or derogatory material that remains in the personnel file (4 yrs.) appears to be arbitrary. Why can't that number be reduced? We would like to have the amount of time such materials remain in the personnel file reduced.

**17. Teaching Assignment and Scheduling** ( Article XII Section 2C 1, p. 38)

Rationale: We need to clarify the language as to who specifically comprises the Advisory Forum.

**18. Teaching Assignment and Scheduling** (Article XII, New letter F, p. 38)

(Requires moving current letter F to new G)

Rationale: Part-time teachers should not be required to attend an Inservice that extends beyond their individual contract and/or, is held on a day when the part-time teacher has not been contracted to be in school. If the meeting content is very important that the PT teacher is required to attend, how can we compensate the teacher? (per diem rate, some other form of compensation?)

**19. Teaching Assignment and Scheduling** (Article XII, Section 5, p. 39) Class Coverage

Rationale: Covering a class during a preparation period is a necessary part of working together for the common good of the school. However, some schools follow the contract and some do not. The language is already in the contract that states 200 minutes of preparation time. That would reasonably allow for covering a class one period per week (1/2 period on a block schedule). If a teacher is needed to cover two or more classes in a week, how can that teacher be compensated for the lost preparation time?

**20. Teaching Assignment and Scheduling** (Article XII, Section 7, p. 40) Class Size

Rationale: Block Schedules require different parameters compared to a traditional schedule. (moving at a faster pace, shorter time for grading more frequent work, station/lab concerns, etc.) What is an appropriate class size for the block schedule to be effective for the teachers and students? What maximum number of students can we agree on to be effective? Which classes/subjects are the most important to address? Possibly a tiered class limit based on content and demand for the block schedule?

**21. Teaching Assignment/Scheduling** ( Article XII, Section 16, p. 43) Add Language/Section

Rationale: In order to fairly provide teachers with the opportunity to serve in additional roles outside of the regular contract, we need additional language for posting those openings and assigning them according to seniority and certification.

**22. Leaves** (Article XIII, Section 2D, p. 44)

Rationale: Can we remove "upon request". The number of sick/personal days should just be provided in writing by a date agreed upon. The days can possibly be written on either the new contract and/or salary notification sheet.

**23. Leaves** (Article XIII, Section 2, p. 44 or 45) New

Rationale: Can we create language that would clarify the amount of time that should be deducted when a teacher is absent from school. To make it fair across the board, could increments be used? (ie...1/7, 2/7..... or ¼, ½, ¾, full day)

**24. Leaves** (Article XIII, Sections 2 & 3, p. 44/45)

Rationale: Review and Revise to align the language for sick leave with critical illness.

**25. Leaves** (Article XIII, Section 2H, p. 45) New language

Rationale: Can we create a Sick Leave Bank? New language would be needed in order to donate sick days to another faculty member in serious need during trying times. A donation form would also need to be created.

**26. Leaves** (Article XIII, Section 4B, p. 46)

Rationale: To avoid awkward situations or unnecessary friction, can we lift the restrictions on taking personal days. Although most days are granted during the restricted dates, sometimes the day is denied. There are times that a personal day is absolutely necessary and the restriction is really not necessary.

**27. Leaves** (Article XIII, Section 4F, p. 46)

Rationale: The buyback of \$30.00 per day for unused sick days over 189 has not changed in many years, while the pay rate for substitute teachers has increased. In order to encourage teachers to strive to accumulate sick days, the buyback rate needs to increase.

**28. Part-Time Teachers** (Article XV, Section 5A, p. 55)

Rationale: Can we create language that would allow a part-time employee to buy medical insurance at the group rate? A form with directives would also need to be created. It wouldn't cost the schools or the diocese any money, but would provide a helpful option to the part-time teachers.

**29. Part-Time Teachers** (Article XV, Section 6, p. 55) (Faculty meeting attendance)

Rationale: Part-time teachers should not be required to return to school for an after school meeting if their part-time day ends before the last period of the day. If that is the case, part-time teachers need to be compensated according to their hourly per diem rate, by the school system.

**30. Job Openings** (Article XVI, Section 1A, p. 56)

Rationale: Added language is needed to clarify all openings including those for coaching and summer school teaching positions.

**31. Professional Courtesy** (Article XVII, Section 1, p. 57)

Rationale: Tuition and health insurance costs have risen faster than our salaries over the last 2 contracts. We can't control the cost of our health insurance premium's/Co-pay's. However, can the Professional Courtesy percentage be increased to assist teachers who have children in Catholic school(s), with higher family health insurance concerns?

**32. Medical/Death Benefits** (Article XVIII, Section 3A, p. 58)

Rationale: The language needs to be changed in order to clarify the payment due date. ....shall be received by the YDCT before the 20<sup>th</sup> of each month.

**33. Health Care** (Article XVIII, Section I, p. 58) Proposed New Section I, C

Rationale: If an employee chooses not to take the health care benefit, can the employee be compensated for saving the employer money?

**34. Salary** (Article XX, Section 1, p. 60)

Rationale: The base salary has not been raised over the past two contracts. It is essential that the base salary be competitive with area schools in order to attract and retain quality teachers. When the base salary remains the same, it affects the supplemental contracts as well. The base salary needs to be increased. Therefore, we must discuss how much of an increase is feasible.

**35. Extra Curricular Index** (Appendix A pp. 69 & 70)

Rationale: It has been 2 contracts since the Extra Curricular Index has been examined. It needs to be reviewed and revised in order to ensure that it is up to date.

**36. Negotiating Team** (Appendix I, Section B, p. 87) Traditional Model

Rationale: Why do members of both negotiating teams need to be “Full Time” employees? Can we remove “Full Time” and just leave employee?

**37. Buyout Option** (New Article Proposal)

Rationale: Many veteran teachers stay on without retiring simply because of the need for medical coverage. Can we create new language that would provide a secondary (medical coverage only) buyout option. Those accepting the full buyout would not be eligible, but to those who do not get offered the traditional buyout, this may be an incentive to retire. The school would also save money.

**38. Dual Credit Classes** (New)

Rationale: We would like to discuss the parameters of Dual Credit/College Plus classes. The concept is relatively new, but is rapidly progressing. How can teachers that are involved be compensated for the extra time and effort? Do the schools receive a stipend from the Universities?

Housekeeping:

- We recommend a complete review by the committee to find any errors in spelling or contradictions within the contract.
- Dates to be changed.
- Look to create sub categories within the table of contents that would make looking up information within an Article much more efficient. The sub categories would not require a page number, but at least the reader would know what section to look in to find the information. Only the beginning of an Article would need a page number.