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Title: **Youngstown City School District Board of Education and Youngstown Education Association (YEA), Ohio Education Association (OEA), National Education Association (NEA), (2003)**

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# **AN AGREEMENT**

**between**

**THE BOARD OF EDUCATION  
OF THE  
YOUNGSTOWN CITY SCHOOL DISTRICT**

**and**

**THE  
YOUNGSTOWN EDUCATION  
ASSOCIATION**

**JULY 1, 2003  
to  
JUNE 30, 2006**

## PREAMBLE

WHEREAS, the Youngstown Education Association, hereinafter referred to as the "YEA", an affiliate of the Ohio Education Association and the National Education Association, and the Board of Education of the Youngstown City School District, hereinafter referred to as the "Board", following extended and deliberate good faith negotiation with respect to salaries, hours, working conditions, and other matters of concern, have reached certain understandings which the parties desire to confirm in this Agreement, it is hereby agreed as follows:

## ARTICLE I. RECOGNITION

### 1.01 Statement of Recognition

The YEA shall be the exclusive and sole negotiating representative for the bargaining unit of employees defined in Section 1.02 below as employed or hereafter employed by the Board.

### 1.02 Bargaining Unit Defined

The bargaining unit of employees represented by YEA shall be defined as follows. The parties intend that the unit description be the same as existed before this Agreement.

**INCLUSIONS:** All professional certificated personnel employed by the Board including Classroom Teachers, Counselors, Librarians, Psychologists, Visiting Teachers, Home School Visitors, SLD Tutors, Speech and Hearing Therapists, Mobility Instructors, Physical Therapist Specialists, Occupational Therapists, and Curriculum Specialists.

**EXCLUSIONS:** All administrative and supervisory personnel employed by the Board including, but not limited to, Superintendent, Assistant Superintendent, Directors, Principals, Assistant Principals, Supervisors, Coordinators, Teachers on Special Assignment, Substitute Teachers; Treasurer; non-certificated and non-instructional personnel not listed under INCLUSIONS above.

\*During negotiations for the 1997-1998 through 1999-2000 contract, the parties each introduced proposals to clarify the inclusions and exclusions without changing the existing bargaining unit. By way of that clarification, the parties acknowledge that registered nurses are now, and have been, part of the bargaining unit described by the term "all professional certificated personnel." Furthermore, by way of clarification, the parties acknowledge that part-time hourly vocational education teachers, part-time hourly adult basic education teachers, part-time neglected and delinquent teachers, and part-time community-based literacy teachers are not bargaining unit positions and the Board determines the terms and conditions of employment in these positions.

### 1.03 Definitions

The terms listed below, when used in this Agreement, shall be defined as follows:

- A. Employee: Any employee in the bargaining unit defined in Section 1.02 of this Agreement.
- B. Full-Time Employee: An employee who is regularly scheduled to work the thirty-seven and one-half (37 1/2) hour work week, seven and one-half (7 1/2) hours per day, five (5) days per week.
- C. Part-Time Employee: An employee who is regularly scheduled to work fewer than thirty-seven and one-half (37 1/2) hours per work week.
- D. Day: A calendar day.
- E. Workday: A day on which an employee is scheduled to report for work.
- F. Immediate Supervisor: The Principal or person in a comparable administrative or supervisory position responsible directly for the supervision and direction of an employee and to whom the employee is directly responsible. An immediate supervisor shall not be a person who is a member of the bargaining unit represented by YEA.
- G. Superintendent: The Superintendent of the Youngstown City School District or his/her designated representative.

- H. YEA: The Youngstown Education Association.
- I. Board: The Board of Education of the Youngstown City School District.
- J. Board Policies: School Board policies are statements which set forth the purposes and prescribe in general terms the organizations and program of a school system. They create a framework within which the Superintendent and his/her staff can discharge their assigned duties with positive direction.
- K. Seniority: Seniority is the number of years of continuous teaching service in the employment of the district.
  - 1. Seniority for full-time employees will mean the number of continuous years of service commencing with the employee's first day worked.
  - 2. Seniority for part-time employees who render service during the seven and one-half (7 1/2) hour day shall be determined by totaling the number of hours worked during the school year and dividing such total number of hours first by seven and one-half (7 1/2), then by one hundred eighty-four (184).
    - (a) Exclusions

Service rendered beyond the school year or beyond the school day will not be counted toward seniority.
    - (b) Breaking of Seniority
      - (1) A layoff and time spent on disability retirement, or any Board-approved leave of absence, shall be included for seniority; and shall be calculated in accordance with K.2 (b) (2), below, however, an employee's seniority shall be broken upon resignation, permanent retirement, or discharge in accordance with the provisions of Section 6.041 of this Agreement.

(2) An employee who leaves the bargaining unit for any position with the Board for six (6) years or less from the date the employee accepts the non-bargaining position shall return to the bargaining unit with the seniority the employee had at the time the employee accepted the non-bargaining unit position. If the employee returns to the bargaining unit after six (6) years from the date of acceptance of the non-bargaining unit position, the employee's seniority shall be zero.

(c) Breaking of Seniority Ties

In the event that two (2) or more employees in the same area of certification share the same seniority by first day worked, they shall be placed on the seniority list in accordance with the date of the Board meeting at which the Board acted upon their most recent continuous employment. If a tie still exists, the employees who share the same seniority date shall participate in a coin toss, or, if more than two (2) employees are tied, in a drawing of lots, in the presence of the Superintendent and a representative designated by the YEA President. One employee shall flip the coin; the other shall call the toss. The employee who wins the toss shall be placed on the seniority list ahead of the loser. In the event the employees are unable to agree on who calls the coin tosses or the order of the drawing of lots, the caller of the coin shall be the employee whose last name occurs first in alphabetical order or lots shall be drawn in alphabetical order of last names. In the event an employee is unavailable or absent to participate in a meeting after reasonable advance notice, the Union shall stand in the employee's place and participate for the employee.

1.04 Administrative Assignments; Conditions and Return Rights

1.41 Administrative Assignments

Except in the case of TSA's, a bargaining unit employee who accepts an administrative assignment may be returned to the bargaining unit if a vacancy exists for which the returning administrator is certified. If a vacancy is not available, the administrator shall be placed on the recall list (6.097). The administrator shall have seniority in accordance with Article 1.03 K.2 (b) (2). Time on the recall list (layoff) shall be added to the seniority the administrator has in accordance with Article 1.03 K.2 (b) (1).

1.042 Teachers on Special Assignment (T.S.A.'s)

Utilization of "teachers on special assignment" (T.S.A.'s) shall be subject to the parameters set forth below:

T.S.A. shall be defined as a bargaining unit employee who, on a voluntary basis, accepts assignment to an administrative position which is anticipated to exist for at least thirty (30) days in the school year and during which time, the employee is excluded from the bargaining unit represented by the Youngstown Education Association while serving in the capacity of a T.S.A. Upon completion of the assignment, the T.S.A. may be returned to the T.S.A.'s prior position and bargaining unit status providing that the T.S.A. returns to the unit within three years of the date the T.S.A. began working in the administrative assignment. If the same position does not exist, the T.S.A. may exercise his/her rights under Section 6.074 of the Agreement. In the event the T.S.A. returns to the unit more than three (3) years but within six (6) years of the date the T.S.A. began working in the administrative assignment, he/she may be returned to a similar position for which he/she holds a valid teaching certificate/license by exercising his/her rights under Section 6.074 of the Agreement. A T.S.A. returning to the unit shall have seniority in accordance with Section 1.03 K.2. (b) (2) of the Agreement.

- A. A T.S.A. forfeits all rights and privileges of membership in the YEA while serving as a T.S.A., except as identified above.
- B. A T.S.A. is eligible to hold and/or make application for any supplemental position(s) rightfully available for bargaining unit members of the YEA, only if no qualified bargaining unit member makes timely application for and is awarded said supplemental position.
- C. A bargaining unit member who holds a multi-year supplemental contract at the time of accepting the status of a T.S.A. must immediately resign from the supplemental position. If the position is to be continued, the Board will post the vacancy in a timely fashion, as required under the Agreement. The employer shall recall an appropriate certified employee from the Recall List to fill the position temporarily vacated by the T.S.A. only for the period of time the T.S.A. accepts assignment to the administrative position. If there is no Recall List or if there is no one on the Recall List with certification/licensure appropriate to the position or for whom such temporary certification/licensure can be obtained in accordance with law, the employer may fill the position with a substitute teacher.

If an administrative position exists which is anticipated to exist for less than thirty (30) days in a school year, it may be filled by a bargaining unit employee for not more than thirty (30) days and the employee shall remain a bargaining unit employee during this assignment and shall be returned to the employee's prior position with no loss of seniority or other benefits of the bargaining unit.

## ARTICLE II. NEGOTIATIONS PROCEDURE

### 2.01 Initiating Meetings

Upon written notice by either party to the other not later than one hundred twenty (120) days prior to the expiration date of this Agreement, negotiation of a successor Agreement shall commence. The parties shall meet within twenty (20) days of the date of such written notice.

### 2.02 Exchange of Proposals

Proposals shall be exchanged by the parties at the first meeting and shall in form and detail specify that to which agreement is sought in terms acceptable to the proponent without clarification or supplementation. Thereafter, new proposals may not be submitted unless mutually agreed upon. Topical listings, or so-called "laundry lists," shall constitute a failure to comply with this paragraph and shall be disregarded.

### 2.03 Negotiating Team

2.031 Neither party shall have any control over the selection of the negotiation representatives of the other party, nor shall the number of such representatives exceed eight (8) for either party. Except for the spokespersons, members of both negotiating teams will be persons employed by the Board. All negotiations shall be conducted exclusively between said teams.

2.032 While no final agreement shall be executed without ratification by YEA and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

### 2.04 Meetings

2.041 Negotiating meetings shall be conducted outside the regular workday, except as the parties may agree to meet during the regular workday.

2.042 Negotiating meetings shall be in executive session unless otherwise agreed upon by both parties.

2.043 Either party may be granted time for independent caucus at any time.

2.044 Meetings may be adjourned or recessed at the request of either party.

2.045 Until all negotiations are completed, each meeting shall include a decision on a time and place for the next subsequent meeting.

## 2.05 Reporting

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 from interfering with the negotiating 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.

## 2.06 Power and Authority

It is recognized that the Board is charged with the responsibility of establishing policies for the school district and is guided by the existing and revised laws of the State of Ohio.

## 2.07 Agreement

### 2.071 Tentative Agreement

Tentative agreements shall be reduced to writing and signed by representatives designated by each party. However, such items shall not be considered as finally agreed upon unless and until agreement is reached upon all items being negotiated.

### 2.072 Ratification

When an agreement is reached, it shall then be made in writing and submitted for ratification to the YEA and then to the Board. When approved by both parties, it shall be entered into the official minutes of

the Board. Upon ratification by both parties, two (2) copies of the final agreement shall be signed by designated representatives of both parties. The Board and the YEA each shall retain one (1) of the signed copies.

## 2.073 Term of Agreement

During the term of this Agreement, negotiations will not be reopened for the purpose of modifying the Agreement in any way unless provided for in the Agreement or unless agreed to by both Parties.

## 2.074 Employee Rights

The Board agrees not to negotiate with any individual, group, or organization purporting to represent employees, other than the YEA.

## 2.08 Disagreement

### 2.081 Mediation

At any time during negotiations and prior to the expiration of this Agreement, impasse may be declared by either Party, at which time a joint request shall be made to the Federal Mediation and Conciliation Service to provide a mediator to assist the Parties in reaching an agreement. Mediation shall begin as soon as the mediator can be available to the Parties and shall continue until the expiration of this Agreement and, if the parties mutually agree, may continue thereafter.

### 2.082 Costs of Mediation

Each Party shall bear its own costs incident to mediation and they shall share equally any direct costs charged by the mediation service, if any.

## 2.09 Employee Relations Meetings

2.091 Representatives of the Board and the YEA shall meet monthly at a time convenient to both parties, after the workday, for the purpose of reviewing the administration of this Agreement. These meetings

are not intended for the purpose of negotiation or to bypass the grievance procedure. Each party will submit to the other, one day prior to the meeting, an agenda of the matters it wishes to discuss. Such meeting may be cancelled by either party.

#### 2.092 YEA Committees

In each school, a YEA Committee shall be composed of five (5) employees. The YEA Building Representatives in each school shall constitute three (3) members of the Committee. Where there are not three (3) YEA Building Representatives in a school, the YEA members in that school shall select additional representatives to comprise those three (3) members. On a rotating basis among all other employees who volunteer in that school, each meeting shall be attended by two (2) additional employees. The committee may meet as needed, but not less frequently than monthly with the principal and/or an assistant principal for the purpose of discussing the improvement of the school's operation in matters related to the curricula, student discipline, and other matters within the school that do not relate specifically to the administration of this Agreement. These meetings are not intended for the purpose of bypassing the grievance procedure. Such meetings may be postponed by either party or cancelled by mutual consent.

#### 2.10 In-term Bargaining – Non E.S.E.A. Issues

If, during the term of the Agreement, in-term bargaining is required under Ohio Revised Code Section 4117.08, the parties shall meet and bargain. If the parties are unable to reach agreement during such in-term bargaining within fifteen (15) days of the first bargaining session, either party may submit the issue to expedited total package final offer binding arbitration in accordance with the procedures stated in Section 4.043(A) of this Agreement. If neither party invokes binding arbitration, the status quo shall be maintained and will not be subject to change during the remainder of the term of the Agreement nor the subject of future bargaining during the term of the Agreement.

Should a dispute arise over whether or not bargaining is required, the dispute shall be submitted to final and binding expedited arbitration under rules of the American Arbitration Association. The status quo shall be maintained pending the outcome of expedited arbitration.

This Section shall not apply to any matters specified by the terms of this Agreement. Such terms may not be modified without prior written agreement of the parties.

#### 2.11 In-term Bargaining – E.S.E.A. Issues

2.111 If, during the term of the Agreement, the Board is required to implement an action(s)/decision(s)/grant provision(s) in order to comply with the Elementary and Secondary Education Act of 1965, as amended, 20 U.S.C. 6301 et seq. (2002), herein "E.S.E.A.", which is/are not addressed in the Agreement, then the Board shall meet with the YEA President to obtain Association input prior to taking any action which might affect wages, hours, terms and conditions of employment of employees. Furthermore, the Board and the Association shall bargain the affects of any such action/decision/grant provision(s).

2.112 If, during the term of the Agreement, the Board is required to implement an action(s)/decision(s)/grant provision(s) in order to comply with E.S.E.A. which is contrary to any provision in the Agreement, then the Board and the Association shall bargain change(s) to the Agreement.

2.113 If the parties are unable to reach tentative agreement during such in-term bargaining described in Section 2.111 or 2.112 of the Agreement within fifteen (15) days of the first bargaining session, either party may submit the issue(s) to expedited total package final offer binding arbitration in accordance with the procedures stated in Section 4.043 A. of this Agreement. No arbitration decision rendered pursuant to Section 2.11 of the Agreement may directly or indirectly cause the Board to be non-compliant, in whole or in part, with E.S.E.A. The initial bargaining session shall be held within five (5)



days of the written notice to bargain submitted by either party.

- 2.114 Should a dispute arise over whether or not bargaining is required per Section 2.111 or 2.112 of the Agreement, the dispute shall be submitted to final and binding expedited arbitration under rules of the American Arbitration Association. The status quo shall be maintained pending the outcome of expedited arbitration.

## 2.12 Non-ESEA Grants

- 2.121 If, during the term of the Agreement, the Board wishes to make application for a non-ESEA grant that suggests the need for actions/decisions which is/are not addressed in the Agreement, then the Board shall meet with the YEA President to obtain Association input on any matters which might affect wages, hours, terms and conditions of employment of employees prior to making application for said grant. If successful in obtaining the grant, the Board agrees to bargain the affects of any such action/decision with the Association.
- 2.122 If, prior to the term of the Agreement, the Board made application for a non-ESEA grant that suggests the need for actions/decisions which is/are not addressed in the Agreement, the Board shall provide the YEA President with a copy of or electronic access to such grant applications on or before June 30, 2003. If the Board is awarded such a grant, the Board shall meet with the YEA President to obtain Association input prior to taking any action which may affect wages, hours, terms and conditions of employment of employees. Furthermore, the Board and the Association shall bargain the affects of any such action/decision.
- 2.123 If, during the term of the Agreement, the Board expects to make application for a non-E.S.E.A.-related grant that suggests the need for actions/decisions which are contrary to any provision in the Agreement, then the Board shall meet with the YEA President to obtain Association input on any matters which might affect wages,

hours, terms and conditions of employment of employees prior to making application for said grant. The Association may, but is not obligated to bargain with the Board any changes to the Agreement needed to ensure compliance with the grant.

- 2.124 If, prior to the term of the Agreement, the Board made application for a non-E.S.E.A.-related grant that suggests the need for actions/decisions which are contrary to any provision in the Agreement, the Board shall meet with the YEA President to obtain Association input prior to taking any action which may affect wages, hours, terms and conditions of employment of employees. The Association may, but is not obligated to bargain with the Board any changes to the Agreement needed to ensure compliance with the grant.
- 2.125 If the parties are unable to reach tentative agreement during such in-term bargaining described in Section 2.12 of the Agreement within fifteen (15) days of the first bargaining session, either party may submit the issue(s) to expedited total package final offer binding arbitration in accordance with the procedures stated in Section 4.043 A. of this Agreement. The initial bargaining session shall be held within five (5) days of the written notice to bargain submitted by either party.
- 2.126 Should a dispute arise over whether or not bargaining is required per Section 2.12 of the Agreement, the dispute shall be submitted to final and binding expedited arbitration under rules of the American Arbitration Association. The status quo shall be maintained pending the outcome of expedited arbitration.

### ARTICLE III. RIGHTS OF THE PARTIES

#### 3.01 Management Rights

The parties recognize that unless the Board agrees otherwise in this Collective Bargaining Agreement, nothing shall impair the right and responsibility of the Board, and/or its designated representatives, to:

- (1) Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- (2) Direct, supervise, evaluate, or hire employees;
- (3) Maintain and improve the efficiency and effectiveness of governmental operations;
- (4) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- (5) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- (6) Determine the adequacy of the work force;
- (7) Determine the overall mission of the employer as a unit of government;
- (8) Effectively manage the work force;
- (9) Take actions to carry out the mission of the public employer as a governmental unit.

The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

#### 3.02 YEA Rights

##### 3.021 Exclusive Rights

The YEA shall have the sole and exclusive rights to:

- A. Process grievances under this contract.
- B. Represent employees and conduct the business of the YEA incident and necessary thereto.
- C. Payroll deduction of dues, EPAC contributions, and fair share fees in accordance with the following procedure.
  1. Upon written assignment authorization of the employee on forms provided by the YEA, the Board shall make the authorized deduction in equal amounts from each paycheck of the employee beginning with the third paycheck received during each school year and continuing through the paycheck received for the first payroll period ending in June of each year. YEA shall present such authorization to the Board Treasurer no later than ten (10) days prior to the issuance of the paycheck from which the first deduction is to occur. Such authorization shall continue in effect from year to year unless revoked by the employee before August 31 on a form provided by YEA. A copy of such revocation shall be provided both to the Board and to YEA.
  2. The deductions shall be remitted to YEA on each pay date. The remittance, at YEA's option, may be made available for pickup at the Board office by designated YEA representatives or sent to the YEA by U. S. mail.
  3. The deduction remittance shall be accompanied by a report showing the employee's name, Social Security number

- (unless the employee provides written notice to the district stating their objection to the release of this information within thirty (30) days of the effective date of this Agreement, or upon their acceptance of employment in the district) and amount of deduction.
4. The YEA shall give written notice to the Board Treasurer of any change in the amount of deduction at least fifteen workdays before such change is to be effective.
  5. The balance of the authorized deduction or fair share fee shall be deducted from the final paycheck of an employee resigning his/her position, receiving leave of absence, or terminating employment after the opening of school.
    - a. At least ten (10) days prior to issuing the final paycheck, the Treasurer's Office will provide written notice to the YEA that a bargaining unit member is leaving the district. Failure on the part of the YEA to provide all necessary information within five (5) days of the receipt of the written notification, including the total amount owed, shall absolve the district of any obligation hereunder.
- D. Conduct meetings of YEA business before or after school, during the period of time when the students are not normally required to be in the schools, but the employees may be.
- E. If permitted by federal statute or U.S. Postal regulations, the YEA mail will be deposited and picked up by the PONY at the YEA office if the YEA office is located within the geographic boundaries of the Youngstown City School District.
- F. Use of school mailboxes.

- G. Use of bulletin boards in schools.
- H. The right to meet with new employees prior to the opening of the school year.
- I. The right to hold conferences with the employees in the schools by either the YEA President or YEA President's designee during the conference period or lunch period.
- J. Use, on school premises, upon notice to the immediate supervisor, school equipment, including typewriters, photocopying machines, audio-visual equipment, word processing equipment, and similar equipment, at all reasonable times during school hours, for employees at that school when such items are not otherwise in school use and provided that YEA be required to pay the reasonable cost of any consumable Board materials used in conjunction therewith.
- K. Present brief announcements regarding official YEA business during faculty/staff meetings or, consistent with individual work location procedures determined by the immediate supervisor, by use of any public address/intercom system available at each work location.
- L. Continue to be provided a copy of the full agenda, all supporting public documents for each agenda item, and minutes of each Board meeting, the same as that then provided to Board members for that respective meeting. Such information shall be provided to YEA on the same date it is provided to Board members.
- M. YEA shall be provided a current bargaining unit roster, upon request, up to four (4) times annually. Such roster shall include the following information about each bargaining unit member, listed alphabetically by the member's name, home address, home

telephone number, work location, job assignment, and Social Security number.

- N. Upon request of YEA, an employee elected a full-time OEA or NEA office will be granted an unpaid leave of absence to serve for the term of such office.
- O. The YEA shall be provided with two (2) copies of all Board policies, rules, regulations and procedures and any subsequent amendments as they occur.

### 3.022 School Calendar

Before the school calendar is finalized by the Superintendent, the President of the YEA will be given a copy prior to its being presented to the Board for approval. The Superintendent will afford a conference to the President of the YEA prior to the calendar's presentation to the Board in order to listen to suggestions and comments from the YEA. The calendar for each school year shall conform with the provisions found in Appendix I of the Agreement.

### 3.023 Released Time for the YEA President

A. The President of the YEA will be granted leave of absence during the term of office. At the request of YEA, such leave shall be full time or shall be equivalent to one-half (1/2) of the normal daily work assignment.

- 1. The President shall continue to be paid his/her annual salary as an employee according to the employee salary schedule and shall continue to receive the full fringe benefits afforded to him/her as an employee, all of which shall be paid by the Board.

Nonetheless, during the actual time of such leave, the President shall be an employee of YEA.

2. The Board shall serve as the "Fiscal Agent" or "Payroll Agent" for the President's entire combined salary and fringe benefits. The YEA shall pay to the Board in advance on a quarterly basis the actual cost of the YEA President's salary and fringe benefits for either the one-half (1/2) time leave or the full-time leave as designated by the YEA.

3. Worker's Compensation, Unemployment Compensation, and any other costs, payroll taxes, or other liabilities arising from this leave arrangement shall be borne separately and proportionately by YEA and the Board as their interests and responsibilities may appear.

4. YEA shall hold harmless, defend and indemnify the Board and its agents from any claim or liability from any source and arising from the above described arrangement, and shall pay any judgment and reasonable attorney fees connected therewith provided that YEA approves the attorney to defend the Board and that such approval will not be unreasonably withheld.

B. The President of the YEA may conduct YEA business on school premises while classes are in session with the approval of the Superintendent. At any time other than the aforementioned, the President of the YEA may conduct YEA business with the approval of the principal when classes are not in session.

C. The President on such leave shall retain the full rights to which he/she would have been entitled had he/she continued in the performance of his/her duties in the district during the period of such leave and will be returned to the same assignment held prior to such leave. If the same position does not exist, he/she shall be assigned by seniority in accordance with Section 6.074 A.

- D. If assignment to another position is necessary, he/she shall be notified prior to June 1.

3.024 Fair Share Fee

Any employee who is not a YEA member shall pay to the YEA a fair share fee as a condition of employment and in an amount equal to, but not to exceed, annual total affiliated dues paid by members of the YEA, but subject to the internal rebate procedure required by law.

3.0241 Method of Payment

The Board shall deduct the fair share fee from the paychecks of an employee who is not a member of the YEA. The deduction shall be in accordance with the relevant procedures specified in Section 3.021 C. of this Agreement. The deduction shall commence with the first paycheck issued after January 15 of each year unless the Board Treasurer receives written notice from YEA that a different date is legally required or that such employee has elected another method of payment. If the employee defaults in such other method of payment, the Board shall commence payroll deduction of the appropriate amount immediately upon written notice of such default to the Board Treasurer by YEA. Any such default shall not be cause for discharge or discipline of the employee by the Board.

3.0242 New Employees

The Board shall provide to each new employee at the time of employment a form on which the employee shall state whether the employee elects to become a member of YEA or to pay the fair share fee. YEA shall provide a supply of such forms to the Board.

3.0243 Hold Harmless and Indemnification

YEA shall indemnify and hold harmless the Board, its members, and its agents (Board) from and against any claim or liability that may arise out of, or by reason of, any action taken by the Board for the purpose of complying with this "Fair Share Fee" provision. YEA shall also pay any judgment or settlement achieved in such cases. The YEA shall provide the attorney to represent the Board and YEA in such action, provided that the Board approves the attorney and that such approval will not be unreasonably withheld; provided that the Board gives YEA written notice within ten (10) days of the Board receiving written notice of any claim made or action filed against the Board by a non-member for which the indemnification is claimed; provided:

1. The Board agrees to (a) give full and complete cooperation and assistance to the YEA and its counsel at all levels of the proceeding, (b) permit the YEA or its affiliated organizations to intervene as a party if it so desires, and/or (c) to not oppose the YEA or its affiliated organizations' application to file briefs amicus curiae in the action;
2. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the fair share fee contract provision provided, however, that there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to a court order) or misapplies the fair share fee contract provision.

3.025 YEA Business Leave

- A. Upon written authorization to the Superintendent by the YEA President, an

employee shall be granted leave with pay and without loss of other leave for the purpose of attending Representative Assemblies, conferences, workshops, and/or other meetings of the Ohio Education Association and the National Education Association, not to exceed forty (40) workdays in the aggregate per school year. The YEA and its officers recognize and agree that this privilege should not be abused. Additional such leave for incidental YEA business use shall be granted upon such authorization, provided that YEA shall reimburse the Board for the cost of a substitute employee required for the absence not to exceed thirty-eight (38) workdays in the aggregate per school year.

- B. At the request of YEA, a member in addition to the President shall be granted a leave of absence in accordance with the provisions of Section 3.023 A. 2.

## ARTICLE IV. GRIEVANCE PROCEDURE

### 4.01 Purpose

The primary purpose of this procedure is to secure, at the lowest possible level, solutions to grievances.

### 4.02 Definitions

4.021 A grievance is an alleged violation, misinterpretation, or misapplication of any provision of this Agreement.

4.022 A grievant is the employee for whom relief is sought through the grievance. YEA also may be a grievant and file grievances as a representative of a grievant(s).

### 4.03 Time Limits

4.031 The number of days indicated at each step is considered a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.

4.032 If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance will be deemed settled on the basis of the disposition at that step and further appeal shall be barred.

4.033 In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, all parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

4.034 During the summer recess, "workday" shall mean a day on which the central administration offices are open.

4.035 Whenever illness, other incapacity, or reasonable unavailability of either party or its representatives prevents attendance at a grievance meeting, the time limit for such meeting shall be extended to a

date when such persons can be present. When grievance meetings and conferences are held during working hours, any employee whose presence is required shall be able to attend without loss of pay or accumulated leave.

4.036 If the grievance involves more than one (1) work location or a group or class of employees and the immediate supervisor is without authority to grant the relief sought; or arises from the action or inaction of an administrator above the level of the immediate supervisor, it may be filed initially with the Superintendent at Step 2 of the grievance procedure and the informal discussion may be waived by mutual agreement of the parties.

4.037 Notwithstanding the expiration of this Agreement any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

#### 4.04 Procedure

The grievant will first discuss the problem with his/her immediate supervisor, with the objective of resolving the matter informally.

##### 4.041 Step 1

If this informal discussion does not resolve the grievance, the grievant may file a written grievance with the immediate supervisor within thirty (30) workdays of the occurrence of the event or condition which affects the employee or the grievance is barred. The Grievance Form as set forth in Appendix A of this Agreement shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provision of the Agreement allegedly violated, misinterpreted, or misapplied. A copy of the grievance shall be forwarded to the Superintendent at the same time it is filed with the immediate supervisor.

A copy of the disposition of the grievance by the immediate supervisor shall be forwarded to the

YEA, if YEA is not the grievant, at the same time it is filed with the grievant.

##### 4.042 Step 2

If the YEA is not satisfied with the disposition of the grievance at Step 1 or if no decision has been rendered within ten (10) workdays of receipt of the grievance by the immediate supervisor, an appeal may be made in writing to the Superintendent within five (5) workdays of the receipt of the disposition at Step 1 or the expiration of the time limit. Such appeal shall indicate whether a hearing shall be scheduled. The Superintendent shall render a decision or conduct a hearing on the appealed grievance within ten (10) workdays. The Superintendent shall have five (5) workdays from the date of the hearing or, if no hearing is requested, from the date of receipt of the grievance to render a decision. The decision and reasons for the decision shall be reduced to writing and copies sent to the YEA.

##### 4.043 Step 3

If the grievance is not resolved at Step 2, or if no disposition has been made within the specified time limit, the YEA may submit the grievance to arbitration before an impartial arbitrator, provided the notice of intent thereof is submitted to the Superintendent within twenty (20) workdays of receipt of the decision at Step 2. The arbitrator shall be chosen by a representative of the Superintendent and a representative of the YEA.

A. If the parties are unable to mutually choose an arbitrator within seven (7) workdays from the Superintendent's receipt of the notice of intent to proceed to arbitration, the YEA shall request the American Arbitration Association to administer the selection of an arbitrator and the hearing proceedings under the Voluntary Labor Arbitration Rules of that Association. The selection of the arbitrator shall be made from a list of nine (9) arbitrators provided to the parties by the American Arbitration Association except

for the duration of the current Agreement the following shall apply:

1. Representatives of the parties shall select an arbitrator from the permanent panel set forth below:

Harry Graham  
James Mancini, Esq.  
Dennis Minni  
Dr. David Pincus  
James Rimmel  
Rhonda Riviera  
Alan Miles Rubin  
Anna DuVal Smith  
Robert Stein

2. Selection of the arbitrator shall be by the alternate strike method, with the order of striking determined by the flip of a coin.

3. All hearings shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association.

B. The decision of the arbitrator shall be final and binding on all parties unless contrary to law.

C. The cost in the selection and use of the arbitrator shall be shared equally by the Board and the YEA. Each party shall be responsible for any other expense it chooses to incur.

#### 4.05 Transmitting Written Grievances and Notices

4.051 Forwarding of written grievances, notice of hearings or disposition of grievances may be mailed or hand-delivered. It shall be the responsibility of the aggrieved person or the responsible administrator to assume delivery of written notices within the specified time period.

4.052 It shall be the responsibility of the aggrieved person to share notice of his/her hearing with person(s) of his/her choice.

#### 06 Miscellaneous

4.061 Every effort will be made to avoid the involvement of students in all phases of the grievance procedure, and there shall be no interruption of classroom activities in the course of these proceedings.

4.062 All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

4.063 Nothing contained herein will deprive any employee of any legal right which he/she presently has, provided that if an employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Grievance Procedure. Said condition shall not apply in the event that a judge orders the parties to use this grievance procedure to resolve a contractual dispute.

4.064 In the course of investigation of any grievance, representatives of the YEA will report to the principal of the building being visited, or to the person to whom visitors report normally, and state the purpose of the visit immediately upon arrival.

#### 4.065 Representation

Both parties shall have the right to representation at any proceeding described in this Article, provided that representation at the informal discussion shall be permitted if desired by the grievant.