

OHIO SCHOOL BOARDS CAPITAL CONFERENCE

REPUDIATING LABOR CONTRACTS THE ULTIMATE STEP

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I. What does repudiation of a labor contract mean?

- Either party chooses not to extend collective bargaining agreement after expiration.
- Effects the entire contract. No piece meal allowed.

II. Why would a party consider this action?

- Financial. Current Contract too expensive and not affordable.

III. How is it done?

- A Board Resolutions specifically stating that it no longer is willing to extend the terms and conditions of the expiring collective bargaining agreement

IV. How does it change working conditions and operating procedures?

- A review of current Board Policies must take place first.

- HERE IS A COMPARISON BETWEEN A TYPICAL TEACHER CONTRACT AND THE RELEVANT COMPARABLE OHIO REVISED CODE STATUTES.

<u>Sample Contract Article</u>	<u>Relevant Ohio Revised Code Statute</u>
Article I Recognition	Follow O.R.C 4117 regarding who is in bargaining unit
Article II Negotiations	Follow O.R.C. Statutory procedures. No FMCS Impasse
Article III Grievance Procedure	No Statutory requirement for Arbitration. Grievances only through Board level.
Article IV Board Rights	Already contained in O.R.C. 4117, but strengthened, because there is no CBA modification language.
Article V Association Rights	No Statutory rights. May be minor rights provided by Board Policies. Union treated as any other outside Organization. No Association days, and no Fair Share Fee.
Article VI Compensation	No negotiated salary schedule – use State Minimum Teachers’ Salary Schedule when hiring new teachers. Current Teachers retain salaries without reduction Severance Pay reduced to ¼ of 120 sick leave days, maximum 30 days severance. No mileage reimbursement No tuition reimbursement
.	No S.T.R.S pick-up using Salary Reduction method No Retirement Incentive No Internal Substituting pay, no special education IEP writing pay, no national Board certification pay
Article VII Insurance	No Life Insurance, No negotiated benefit level, no Dental Care. Board would determine monthly payment contribution. Federal mandates need to be followed

Article VIII Leaves	Sick Leave accumulation 120 days No Personal Leave
Medical Leave, parental leave	Ohio statutory procedure No Sick leave Bank F.M.L.A. leave would remain
Article IX Individual rights	One Year Limited teaching contract
Assignments, Vacancies and Transfer	Absolute discretionary authority of Superintendent to transfer Or assign. No posting requirement
Personnel Files	follow Statutory procedures No Student Discipline issues, no parental request requirements, no Student Testing, or Instructional Employee's right to have their children attend Schools.
Article X Work Day/Year	Number of days worked – no Statutory length No Statutory Conference or Planning period Meetings during school, unrestricted Length of Student day determined by Board School Calendar determined by Board
Article XI Working Conditions	No Class Size restrictions No Duty restrictions All other working conditions determined by Board
Article XII Shared Staffing	No shared staffing in Statute
Article XIII No Strike	Follow O.R.C. 4117 Statutory Procedures
Article XIV RIF	Follow O.R.C. 3319.17 Statutory Procedures

V. Is it Legal?

- The Ohio Supreme Court, in *State ex. Rel. Boggs v. Springfield Local School Dist. Bd. of Educ.* 82 Ohio St. 3d 222 (1998) determined that:
“Where a collective bargaining contract executed pursuant to R.C. Chapter 41127 includes an express termination date, the agreement may be deemed to continue by implied mutual assent after that date *only until such time as either party to the agreement acts in a manner inconsistent with the inference that both parties wish to be governed by the contract.* (emphasis added)

- SERB Case No. 2013-ULP-08-0246 XXXX Education Association OEA/NEA v. XXXX School District Board of Education (October 24, 2013)

VI. Implications for a School District

- A. Short-term – Positive significant impact on negotiations for successor agreement.
- B. Long- term – Hard feelings. Low employee morale. Possible replacement of personnel (and board members) involved in decision.