

STATE EMPLOYMENT RELATIONS BOARD  
Case No. 00-MED-03-0201

**STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD**

<b>FACT-FINDING BETWEEN:</b>	)	<b>SERB Case No.</b>
	)	<b>00-MED-03-0201</b>
<b>EDGEWOOD TEACHERS ASSOCIATION,</b>	)	
<b>Employee Organization,</b>	)	<b>Before Fact-finder</b>
	)	<b>Cynthia Stanley</b>
<b>and</b>	)	
	)	<b>Decision Issuing</b>
<b>EDGEWOOD CITY SCHOOL DISTRICT</b>	)	<b>9-14-00</b>
<b>BOARD OF EDUCATION,</b>	)	
<b>Employer.</b>	)	

**FACT-FINDER'S REPORT  
AND RECOMMENDATIONS**

**I. Hearing**

The undersigned fact-finder, Cynthia Stanley, conducted a fact-finding hearing between the Edgewood Teachers Association ("ETA") and the Edgewood City School District Board of Education ("Board") on August 31, 2000, in Trenton, Ohio. Pursuant to the parties' extension, this report is due to issue no later than September 15, 2000.

The ETA was represented by OEA Labor Relations Consultant Diana Herbe. Also participating for the ETA were ETA Negotiation Committee Chair and Vice President Alan Freeman, ETA President Tom Highley, and Negotiation Committee Members William Troesch, Linda Porter and Mike Mizner. The Board was represented by Gregory Scott of Scott, Scriven & Wahoff. Also participating for the Board were Assistant Superintendent Tom York, and Treasurer Ryan Slone. Mr. Scott joined the bargaining in time only for the fact-finding here in progress.

The parties' timely-filed pre-fact-finding submissions were reviewed and considered. The School District encompasses the City of Trenton, the Town of Seven Mile, and the surrounding residential and rural communities. The District is comprised of one high school, one middle school, and four elementary schools and serves more than 3,000 students.

The School District employs over 300 individuals of whom approximately 190 are members of the ETA, which is affiliated with the Ohio Education Association and the National Education Association. The ETA/OEA/NEA represents all regular full and part time certificated employees including regular classroom teachers, media specialists, special education teachers, nurses, counselors, psychologists, and tutors. Excluded from the bargaining unit are administrative and supervisory staff, substitutes, aides, and hourly and

certificated staff who work three hours or less per day. The contract between the parties expired as of June 30, 2000.

## **II. Mediation**

Informal mediation was attempted following the fact-finding hearing, but the issues were not resolved.

## **III. Criteria**

The fact-finder has given consideration to the criteria set forth in Rule 4117-9-05(J) of the State Employment Relations Board.

## **IV. Issues and Recommendations**

Each party's pre-fact-finding submission is incorporated herein by reference. The fact-finder will not try to summarize every argument made by the parties. The reader will find those arguments cogently set out in detail in the pre-fact-finding submissions.

During negotiations, all but three issues were resolved by the parties. The unresolved issues are:

- 1) Appendix B, Salary Schedules
- 2) Appendix C, Supplemental Salary Schedule
- 3) (NEW) Education Reimbursement

The fact-finder ("FF") recommends that all tentative agreements and all unopened language be made part of the successor agreement. The parties' tentative agreements have modified these sections:

Article XIII Length of School Day and School Year, Section 13.03  
Article XIV Working Conditions, Section 14.02  
Article XIV Length of School Day and School Year, Section 14.063  
Article XVI Personal Leave, Section 16.01  
Article XXI Sick Leave, Section 21.01  
Article XXIV Pay Periods, Section 24.01  
Article XXXII Duration of Contract

In addition the parties have tentatively agreed to addition of language as follows:

- 1) Entry Year/Mentor Teacher Program
- 2) Students with Special Needs
- 3) Sick Leave Bank
- 4) IRS Section 125 Plan (adds to existing language)

The fact-finder notes that her findings are relevant only in the context of this fact-finding report in the collective bargaining process. She has no jurisdiction over, nor intent to find facts in regard to, the pending Unfair Labor Practice filed by the ETA.

**a. Appendix B, Salary Schedules**

On November 11, 1999, the ETA sent to the Board's treasurer, C.G. Uebel, a request for financial documents. Shortly thereafter, Treasurer Uebel's contract was terminated. The former treasurer, Mary Martin, then served briefly, while a permanent treasurer was found. On December 9, 1999, the ETA sent a duplicate request for information to Ms. Martin. Shortly thereafter, the Board hired Ryan Slone as treasurer. On December 13, 1999, a verbal request for the same information was made by ETA President Tom Highley and Negotiations Chair Alan Freeman to the Superintendent, Dale Robertson. On or about January 19, 2000, Diana Herbe, OEA Labor Relations Consultant, made another verbal request to the Superintendent. On January 24, the leadership of the ETA again verbally requested the information from the Superintendent. The financial documents requested were finally received on February 24, 2000.

On March 30, 2000, the bargaining teams met to exchange initial proposals. In the interim, the financial data provided by the Board had been analyzed by the OEA Research Division. The ETA proposed a one-year contract. The information before the FF indicates the initial cost of the salary proposal placed upon the table by the ETA, based on the training and experience grid provided by the Board, was \$8,468,045. This cost represented \$759,148 more than the cost of the 1999-2000 salaries for the members of the bargaining unit and \$636,859 in new money in excess of the incremental cost. The proposal included addition of a step after fourteen years of experience and an increase of 6.25% on the salary schedule.

At the next meeting on April 13, 2000, the Board proposed to roll over the contract for a year with a 4.06% increase on the 1999-2000 salary schedule. The information before the FF identifies the cost of this proposal as \$8,149,132, or \$317,946 more than the cost of the 1999-2000 salaries of bargaining unit members and \$195,657 more in new money.

The parties met again on April 14, May 3, and May 4, and negotiated to tentative agreement on all items except salaries, supplemental salary, and education reimbursement.

On May 4, the Board's proposal added an indexed twenty-second step. The information before the FF indicates the cost of this proposal was \$8,232,983, or \$524,086 more than the 1999-2000 salaries of the bargaining unit members and \$401,797 more in new money.

On May 15, the ETA counterproposed a change in the index and a 4.06% increase on the 1999-2000 schedule, at a cost of \$8,461,662. The information before the FF indicates the cost of this proposal was \$752,765 more than the 1999-2000 salaries and \$630,476 more in new money. The ETA also reduced the cost of its education reimbursement proposal by \$15,000.

The Superintendent then announced that the Board was withdrawing its May 4 proposal and that the Board's initial proposal of April 13 was back on the table. The Superintendent's announcement was reiterated and clarified in an e-mail to the Negotiations Chairperson.

Subsequently, the Board did not reinstate its proposal of May 4, and the ETA declared impasse. Mediation was held on July 25 with a SERB mediator. One day prior to mediation, Diana Herbe contacted the Treasurer, requesting the one-page SM-2, quarter four report. The Treasurer indicated he did not have the SM-2 available, but that he could probably fax to Ms. Herbe information to indicate the June 30, 2000 year-end status on finances. Ms. Herbe did not receive the requested information before the mediation.

During mediation, the ETA became aware that some change in the School District's financial condition was influencing the bargaining; however, they were not informed of the specifics during mediation, thereby heightening the ETA's sense that the information they needed was not being provided in a timely fashion. It became apparent at fact-finding that the reason the information was not shared during mediation was the Treasurer's belief that the Board should be informed first.

However, even after the Board had been informed, the ETA was not directly provided the information. The Board believed its release of information to the public was sufficient to communicate with the ETA regarding the new figures. Another letter was generated by the ETA, dated July 27, requesting specific information: the SM-2, quarter four report; the latest Five-Year forecast; the Final Foundation Settlement Report and any and all additional financial information shared with the mediator. The ETA received a response on July 28, including an SM-2 that indicated no change in the financial forecast. The ETA believed it had no choice but to proceed to fact-finding. On August 3, the ETA also filed an Unfair Labor Practice charge against the Board.

The information at issue concerned specific changes in the financial status caused by eleven new hires, some of whom were needed earlier than the administration had forecast and some of whom were hired at higher salaries than had been projected. Certain of the early hires were necessitated to maintain class sizes or meet special education requirements. The financial effect of the hirings was not anticipated, but rather realized after the fact. The unanticipated expenditures changed the district's financial picture significantly, to the point that deficit spending was avoided prospectively only by significant (approximately \$450,000) cuts in the educational budget to allow projection of a zero balance for June 30, 2001.

Information regarding the changes was not made available directly to the ETA until the day of the fact-finding hearing on August 31. Clearly, the ETA and the bargaining unit members it represents were and are frustrated with the delays in receipt of information. The ETA's perception that the Board and its agents failed to provide information with all

due haste and fully is one of two core reasons the parties have not moved to settlement. The second is the Board's withdrawal of its offer of May 4, 2000.

The Board has voted to place a referendum for a 4.9% operating levy before voters on the fall ballot.

At fact-finding, the ETA proposed adoption of the TA'd articles, implementation of the salary proposal it delivered on May 15 and implementation of its education reimbursement plan. The ETA provided comparables to support its position.

The ETA noted that the District would have to raise the base salary of teachers with a Bachelors degree by 5.04% to reach the top three in the county, while at the top of that category of comparison there exists an 11.68% gap. The comparable figures for Bachelors plus 15 hours are 1.19% and 6.09%; for Masters degree, 9.89% and 9.67%; for Masters plus 15 hours, 8.23% and 7.22%. Salaries are lagging behind, and even more so for teachers at the top of the Bachelors.

At fact-finding, the Board stayed with its offer of 4.06%. The Board provided comparables in support of its position that this offer is competitive.

The FF is concerned by the hiring of employees without anticipation of its effect on the budget and the bargaining process. However, no persuasive argument could be made that the hirings themselves were not legitimate. The FF is also concerned that the Board has not made greater effort to share information with the ETA in a prompt and full fashion.

The record before the FF does not support a finding that significantly more funds are available than is argued by the Board. For this reason, the FF recommends settlement at the level of the Board's fact-finding proposal of 4.06%. The specific effects of that proposal on the salary schedule are reflected in the Board's Exhibit 3-C and will not be copied here so that potential clerical error will not obfuscate substance.

#### **b. Appendix C, Supplemental Salaries**

The ETA proposal is set out in Exhibit 23. To the best of the FF's knowledge, the parties are in agreement on supplemental salary, which is tied to salary increases. The issue has been held open solely because the salary schedule is still open. For this reason, the FF will not set out all of the particulars of Exhibit 23.

#### **c. NEW, Education Reimbursement**

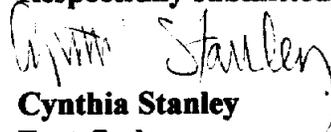
The ETA proposes addition of a program to reimburse teachers for furthering their education. The school district is in the minority in its county in not having such a program. The ETA proposal creates a pool of \$35,000 that teachers would share annually, with application for reimbursement to be made to the Superintendent before classes are started. A grade of "B" is required for reimbursement.

The Board opposes the proposal because of its cost.

The FF recommends adoption of the program in this contract. For a cost of \$35,000, the Board can reward teachers for continuing their education, despite financial inability to add a step to the salary schedule in this bargaining.

The new language would track the ETA proposal specifically, absent agreement of the parties otherwise, and will not be copied here.

**Respectfully submitted,**



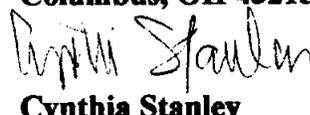
**Cynthia Stanley  
Fact-finder**

#### **Certificate of Service**

**The undersigned hereby certifies that a true and accurate copy of the foregoing Fact-Finder's Report and Recommendations was served on the following by overnight delivery this 14th day of September, 2000:**

**Diana Herbe  
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**Gregory Scott  
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**Cynthia Stanley  
Fact-finder**