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STATE EMPLOYMENT RELATIONS BOARD

**RE: TWINSBURG SUPPPORT STAFF OHIO
EDUCATION ASSOCIATION (Union)
and
TWINSBURG CITY SCHOOLS (Employer-School Board)
CASE NO.: 05-MED 09-0986**

HEARING

The Union (OAE) was represented by its Labor Relations Consultant, Karen A. Gee and Neil Baaesten, Esquire. There were five (5) union persons also present at the meetings. The Board was represented by Ron Habowski, Esquire, David Hert, Esquire and the Superintendent, Assistant Superintendent and Treasurer.

Mediation and Fact-Finding occurred on six (6) days ending on May 17, 2007.

FACT-FINDING

1. ARTICLE 1. RECOGNITION

The parties had agreed to all employee classifications contained in Subsection A (Bargaining Unit persons) except one "Bus Router/Edulog" sought by Union and "Secretary to Transportation Supervisor (Non-Bargaining Unit persons) sought by Board. Arguments were made. The Transportation Director does the bus route scheduling. Hence, it is consistent that there is a "Secretary to Transportation Supervisor". Most scheduling occurs in July to September prior to the school year, with few changes in the school year.

There is no need for an additional bus router person, therefore.

FINDING 1. ARTICLE 1 – RECOGNITION

B7. "Secretary To Transportation Supervisor".

(This position to be added).

There shall be no addition to A for the position "Bus Router/Edulog".

2. ARTICLE 4 – DUES DEDUCTIONS

There was considerable debate whether a “Fair Share Fee” should be incorporated.

The teachers have a provision for fair share. The Board is willing to give this bargaining unit the same provisions when the Union membership reaches eighty percent. It is currently less than forty percent.

Since the membership is well below eighty percent, but even below fifty percent, I shall not recommend that this deduction shall be enacted.

It would not be fair to deduct pay from a vast majority of non-union employees. When the Union gets a higher proportion of members, then like the teachers, the minority could be obliged to pay fair share. The percentage should at least exceed fifty percent.

Article 2F shall be changed for accounting reasons discussed at the Hearing.

FINDING 2. ARTICLE 4 – DUES DEDUCTIONS

- F. Dues shall be deducted from bargaining unit employees’ paychecks in nineteen substantial equal installments beginning in October, except that, deductions for new employees shall begin with the first paycheck subject to deduction after paperwork is completed and shall be apportioned in substantial equal installments thereafter. Money deducted shall be sent, with a report of deductions, listing names and amounts deducted, to the Association Treasurer at least monthly.

The rest of Article 4 shall consist of current contract language with no additional “Fair Share” language.

3. ARTICLE 38 – MISCELLANEOUS

FINDING 3, ARTICLE 38 - MISCELLANEOUS

The Board in this Article seeks for language permitting the Board to outsource student transportation.

There are some communities that permit this. It was strongly opposed by the Union.

As a factor in the fair share provision, the Board indicated it would withdraw this provision if the Union withdrew its fair share provision.

Because of the low percentage of employees that belong to the Union, I did not find for fair share against the large majority. I, likewise, shall not recommend outsourcing.

4. ARTICLE 5 – NEGOTIATIONS PROCEDURE - (SUBSECTION D)

Much of the language for this new CBA clause has been agreed upon.

One dispute was in the request for the Board to require counter-proposals “in writing” and no mention of the collective bargaining meetings being held “in private”.

There was reference to the fact that, under the present language, the parties’ 2003-2005 contract is still in the Court system. The negotiations for 2006-2008 contract have been going on for one and one-half years.

Asked for language that would expedite closure for these parties, is to seek a solution which unfortunately has eluded these parties for years. Some provisions of this CBA are awaiting Court decisions and have been put on hold by the Union.

The Union objected to the Board’s language that counter-proposals be “Written”. They argued that this could lead to more delays. Clearly, anything that delays these parties, must be avoided.

**FINDING 4. ARTICLE 5 – NEGOTIATIONS PROCEDURE --
(SUBSECTION D)**

I shall not recommend that counter-proposals be written.

The meetings shall remain in executive session and there shall be no “unless the parties agree otherwise” language recommended. Private meetings are the choice of the Union and are consistent with state law.

Thus, Section D has been resolved with the exceptions just noted. The current language, therefore, after the agreed one hundred twenty and ninety day provisions, shall remain, including the language that the time of the meeting may be “waived or agreed upon”.

**5. ARTICLE 5 – NEGOTIATIONS PROCEDURES
(SUBSECTION H) – RESOLVING DIFFERENCES**

The Board seeks a thirty day deadline for either a strike or a lockout after the agreement expiration date. The Union opposes this and argued that no one in the state has to wait thirty days to strike.

**FINDING 5. ARTICLE 5 – NEGOTIATIONS PROCEDURES
(SUBSECTION H) – RESOLVING DIFFERENCES**

I concur with the Union on this issue and will not recommend this Board proposal.

6. ARTICLE 17 – PROMOTIONS (SUBSECTION C)

The Union seeks a change in the Agreement that “no external candidate shall be hired if a qualified internal candidate has applied”.

The Board argued that in fifteen years, the present language in Subsection C “the best qualified candidate shall be selected” has worked with virtually no grievances or complaints”. Few managements would desire a provision that disallows the opportunity to get the most qualified person for the job.

FINDING 6. ARTICLE 17 – PROMOTIONS (SUBSECTION C)

In the absence of any showing that the Board misused its promotion and hiring capacity, I recommend retention of the current language.

7. ARTICLE 20 – PAYCHECKS (SUBSECTION D)

There presently is a one week paycheck log. The Board seeks to extend it to two weeks. It argues that most school districts have a two week log.

Currently, the employees’ pay period begin on Sunday and on Saturdays. Those who work overtime on Friday or Saturday, turn in their time on Monday. The Treasurer gets approved overtime sheets on Tuesday and must submit all payroll and overtime records on Wednesday to include it in the Friday paycheck. Thus, the Treasurer has less than one work day to get the payroll records current on Wednesday.

By moving the payroll one week, the Treasurer’s Office will save overtime. There will be no monetary harm to the employees.

Saturday overtime, that would be paid the following Friday, will be paid the next Friday.

Other than the first week, the two week schedule goes in to effect the system should not disrupt the economic well being of its employees, and will save it potential unnecessary overtime work in the Board's Treasurer's Office.

FINDING 7. ARTICLE 20 (SUBSECTION D)

D. A two (2) week pay log between the time work is performed and the date pay is issued, will be established during the 2006-2007 school year or ratification, whichever is later. A one-time, one week pay cycle will be run by the week of August 27, 2007 to adjust the schedules from the one week log to the two week log.

8. ARTICLE 22 – BUS ROUTES (SUBSECTION M)

The Union has proposed language for a Bus Router/Edulog position.

The Board argues that there is no need for a full time employee for routing or Edulog tasks after the first month of any school year.

This issue is moot, since in my recommendation for classifications, I did not recommend a "Bus Route" position and did recommend a non-union position of "Secretary to Transportation Supervisor".

FINDING 8. ARTICLE 22 – BUS ROUTES (SUBSECTION M)

I do not recommend a new Subsection M to Article 22 – Bus Routes.

9. ARTICLE 23 - FIELD TRIPS (SUBSECTION L)

Drivers pay for field trips:

The parties differ on the increase for the driver's pay for field trips.

There is also a difference as to when the pay increase should be effective. The Board argues that the pay increase is substantial enough that it not be retro to January 1, 2006.

The parties have spent a lot of time in arriving at a new CBA, too much. in fact.

Retroactivity, as far back as January 1, 2006, is a stretch. On the other hand, waiting until the ratification date, which could still be a long time away, considering the numerosity of contract provisions, the parties were unable to resolve at the bargaining table.

Hence, I shall recommend a new pay scale retroactive to January 1 of this year with an enhancement beginning January 1, 2008. Though my recommendation, which follows the Union proposal for 2007 and 2008, is higher than the Board's proposal, it is less than six percent for the 2008 year (5.66%). The overall increase, however, is substantial and, therefore, is retroactive until January 1, 2007 instead of January 1, 2006.

FINDING 9. ARTICLE 23 - FIELD TRIPS (SUBSECTION L)

Drivers shall be paid for field trips as follows:

Effective January 1, 2007, \$13.50 per hour.

Effective January 1, 2008 \$14.00 per hour.

10. ARTICLE 29 – SALARY

The Board has submitted fourteen schedules for the morning job classifications of the employees of this bargaining unit.

The Union has sent seven schedules for classifications where there is dispute either for base rate or for index. The base rate and index for raises effective January 1, 2006 have been agreed upon in all other classifications.

Unresolved are base differences for secretaries, high school custodian, assistant and night custodian.

Disputes also exist for both base and index for janitors, class room assistants, A.L.E. monitors, maintenance and cooks.

The Union obtained a substantial advantage when they successfully bargained for an index system for the wage scale. Thus, for each classification, there is an index beginning with one year of service persons through to twenty year of service persons.

The exhibits also indicate the number of employees for each year of service. Thus, for the nineteen secretaries, one is in the twenty year line as opposed to two in the one year line, three in the two year line, etc. Eight years, five, nine, eleven, thirteen, fourteen, fifteen, eighteen and nineteen have no employees.

There are three proposed Board indices. The Union wanted one. The three are 1.03, 1.025, and 1.020. The disputes resolve around some classifications where the Union seeks a different base rate (January, 2006) and also a higher index factor.

Both parties recognized that the janitors needed a bigger boost. Thus, the Board agreed to a first year increase of 2.5% for the base rate.

The Union seeks a raise of three percent for the years 2007 and for 2008.

The Board has offered for those years 2.25% for 2007 and 2.5% for 2008.

The medical care issue was a serious disputed program. Though percentage contributions would rise under the Board's proposal, the bottom line is that each person would be paying less as long as the carrier maintained a consistent charge.

Since the Board shall prevail on its fringe benefit proposal, I have elected to recommend a modest .25% increase over the percentage offered, i.e. 2.5% for 2007 and 2.75% for 2008. The increase for 2006 has been agreed upon, except for the Janitor and Night Assistant Custodians.

Division of the seven disputed classification raises:

1. Janitors – both agree on base rate.

The janitor is below the average start in the comparisons and is six out of fifteen districts.

I shall recommend the index proposed by the Union for the janitors.

2. Night/Assistant Custodians

There is only one maintenance person. The evidence of duties performed by this category involves many maintenance duties. Many wiring duties, installation of motors, boilers, bleachers air handler and domestic water. Repair of kitchen steam ovens, etc. Many other maintenance type duties are outlined in an exhibit produced by the Union.

I will recommend that the Board begin to recognize the duty status of this position in the absence of more designated maintenance personnel.

I will recommend the first year base rate be increased by 2.5% instead of 2%.

I concur with the Board on the rate for secretaries and the base rate for high school head custodian.

The evidence sustained the highly professional duties of the class room assistants and A.L.E. monitors, hence, I shall agree with the index proposed by the Union.

The index for the maintenance person shall be the one proposed by the Union. The base rate for 2006 shall be a 2.5% increase.

The index rates for the cooks shall be the Union's index. The base rate shall be the Board's proposed base rate for the first year (two percent base).

FINDING 10. ARTICLE 29 – SALARY

The increase for 2006 is contained in the base rates agreed upon, and in the base rates, I have selected for the various classifications just discussed that are at 2.5% rather than 2%.

The index that shall apply shall be those indices recommended in this portion of the fact-finding report.

11. ARTICLE 30 – FRINGE BENEFITS

Considerable discussion ensued regarding the Stark County COG.

This COG presently covers all administrators, teachers and central office non-union employees.

The premiums are reduced, therefore, even with a higher percentage co-pay. The amount paid by these employees shall be reduced from \$63.00 to \$315.00 per month depending on the employee's current package.

The percentages are the same for all full time employees as well as the teachers.

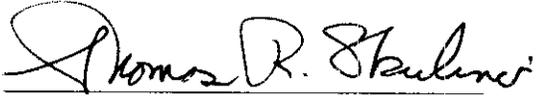
The parties have agreed to presently grandfathered employees for this fringe benefit regardless of hours per week worked.

In the charts for the Board's share of payments, Subsection B, the Union sought to change the hours scheduled to work to obtain different percentages of Board percentage costs for each category of worker, i.e., less than twenty-five hours a week through forty.

I agree with the Board, except that I will recommend 37.5 hours as the first category instead of 40 hours. The second category shall be 31 or more, less than 37.5 hours.

FINDING 11. ARTICLE 30 – FRINGE BENEFITS

I find that the language proposed for Article 30 be accepted in full, except that in Paragraph B, the top category shall be a 37 ½ hour or more week and two hundred sixty days/year. The second category shall be thirty-one or more, but less than 37.5 hours per week.


THOMAS R. SKULINA

DATE: June 18, 2007