

**STATE OF OHIO
BEFORE THE STATE EMPLOYMENT RELATIONS BOARD**

**FACT-FINDING PROCEEDING
06-MED-03-0403**

**Springfield Education United Support Staff,
Union**

And

**Springfield City Schools,
Employer**

REPORT AND RECOMMENDATION OF THE FACT-FINDER

**Daniel N. Kosanovich
Issued: April 16, 2007**

STATE EMPLOYMENT
RELATIONS BOARD
2007 APR 17 AM 11:22

Appearances:

**Melodie Terman
Labor Relations Consultant, OEA
5026 Pine Creek Drive
Westerville, Ohio 43081
(For the Union)**

**William R. Groves, Esq.
Martin, Browne, Hull & Harper, P.L.L.
One South Limestone Street, Suite 800
Springfield, Ohio 45501-1488
(For the Employer)**

REPORT AND RECOMMENDATIONS

I. Background

The Springfield City ESP-SEUSS/Ohio Education Association/National Education Association, known as the Springfield Education United Support Staff (SEUSS) was certified as the bargaining unit representative on October 28, 2004. At the time, it had approximately 415 members in the bargaining unit. Currently, there were approximately 312 members in this bargaining unit. The bargaining unit was previously represented by Teamsters Local Union 284.

The bargaining unit consists of: All full-time and regular part-time classified employees including all custodial employees; maintenance employees; clerical employees; transportation employees; food service employees; security attendant aides; elementary library technicians; library clerks; certified on-bus instructors; childcare; technicians/van drivers; home school liaisons; PC technicians and aides; but excluding the following employees: all management level employees; confidential employees; professional employees; seasonal, casual employees; certified employees; security personnel; guards; students and supervisors as defined in 4117 of the Ohio Revised Code including the following employees: treasurer; assistant treasurer; payroll technician; payroll supervisor; data center; fiscal-inventory specialists, project directors; coordinator of construction; supervisor of transportation; supervisor of food and nutrition; assistant to supervisor of food and nutrition; food service technician; supervisor of maintenance/plant operations; HVAC specialists; media technicians; assistant attendance officers; security technician; secretary to the superintendent; human resources secretary (3); secretary to the administrative assistant; secretary to the executive director, business; human

resources assistants; secretary to treasurer; secretary to executive director, curriculum and instruction; secretary to director of pupil services; secretary to director of state and federal programs; secretary to director of staff development, curriculum; secretary to director of community schools; secretaries to executive director of business services; executive secretary of business services; one secretary to each high school principal; and coordinator of buildings, security, and grounds.

The initial collective bargaining agreement between SEUSS and the Springfield City Schools became effective on October 28, 2004 and it expired by its terms on August 31, 2005. Said agreement was extended for one year. It ran from September 1, 2005 to August 31, 2006.

In this current round of negotiations, SEUSS and Springfield City Schools exchanged proposals on May 26, 2006 and met numerous times before going to mediation. The parties engaged each other in three mediation sessions beginning on December 12, 2006 and ending on January 8, 2007. Following the completion of the mediation process, six issues remained unresolved. They include: salary; a me-too clause; insurance; bumping rights – aides (paraprofessionals); reduction in force – reasons; and negotiations opportunity hours.

On February 2, 2007, the undersigned was appointed to serve as the fact-finder in these proceedings. The parties agreed to conduct a fact-finding hearing on March 6, 2007. At the outset of the hearing, an offer to mediate was made, but the offer was declined. Both parties were given ample opportunities to present all information and evidence in support of their respective positions during the course of the hearing. At the conclusion of the hearing, the parties agreed that the fact-finding report will issue on April 16, 2007.

II. Criteria

In compliance with the Ohio Revised Code, Section 4117.14 (G) (7), and the Ohio Revised Code, Section 4117-95-05 (J), the fact-finder considered the following criteria in making the recommendations contained in this Report:

1. Past collectively bargained agreements between the parties;
2. Comparison of unresolved issues relative to the employees and the bargaining units with those issues related to other public and private employers and comparable work, given consideration to factors peculiar to the area and classification involved;
3. The interest and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the normal standards of public service;
4. Lawful authority of the public employer;
5. Stipulations of the parties; and,
6. Such factors not defined to those limited above which are normally and traditionally taken into consideration.

III. Findings and Recommendations

A. Issue 1 – Wages

SEUSS Position

The Springfield City Schools were designated as being in a state of “Fiscal Emergency” on February 28, 2005. Springfield is one of only eight school districts to be placed in this status. The Springfield schools finished the 2004 school year in a deficit position, which state law prohibits.

As a direct result of the "Fiscal Emergency" that existed in the Springfield school system, the members of the School for Education United Support Staff (SEUSS) accepted wage freezes in 2004-2005 and in 2005-2006. The school district is now poised to emerge from the state of "Fiscal Emergency" and SEUSS is seeking a fair and equitable wage adjustment of 3% for each year of the three year contract retroactive to September 1, 2006.

The Union has demonstrated that the school district has understated its revenues in its five year projections and overstated its expenses in the same report. As a consequence, the school district will have more than sufficient monies in its fund balance to finance the modest wage proposal advanced by the Union.

In addition, the Union submits that the school district is playing its "shell game" with the reduction of its administrative staff positions through the manipulation of the teachers contract (special assignments) and the use of the surplus County ESC funds to support administrators. At the time of the most recent major reduction in force, the teachers bargaining unit lost 19% of its staff members and the SEUSS bargaining unit was depleted by over 25%, whereas the administrative staff was reduced by 2.5%. If there are sufficient funds to pay administrators, then the school district has the ability to finance the proposed wage increase for the bargaining unit.

This is particularly true in this situation where the school district continues to absorb the full cost of employee contribution to STRS (10%). Reducing this contribution amount by one half, as recommended by the state auditor, will save the school district over \$160,000 per year. No other employee group in the school district receives this benefit. A 1 % wage increase for the bargaining unit cost the school district

approximately \$73,000. Finally, wage increases in comparable work groups are consistent with the requested wage increases presented by the Union. Simply stated, the school district has the ability to fund the Union's wage proposal.

School District's Position

In order to fully appreciate the District's proposal in wages, one must become familiar with the events leading up to this round of collective bargaining that serves to shape the District's position. In February 2005, the Springfield school district was declared to be in a state of "Fiscal Emergency." A declaration of "Fiscal Emergency" is issued when a school district's deficit exceeds 15% of its budget. Springfield's deficit was 16 million dollars on an 80 million dollar budget. As a result of its financial status, a five-member Financial and Oversight Planning Commission was established to oversee the District's actions. Among other things, the Commission must approve all expenditures. The State Auditor, the Commission, and the District all approved wage increases for employee groups of 1%, 1% and 2%. Thus, the template for wage increases and negotiations was cast.

The District's Financial Recovery Plan called for budget cuts of 20 million dollars. Over 87% of the expenditures are made in personnel cost. Therefore, it was necessary to reduce the workforce at all levels. For example, certificated administrative staff was reduced from 55 to 30 individuals. The teaching staff was reduced by 19% and the support staff was significantly impacted by the RIF.

Correspondingly, school services were cut. Bus service was reduced. Now students who live within two miles of the school are required to walk. In the past, only students who lived within a one mile radius were required to walk. Extracurricular

activities were reduced, but most importantly, the curriculum itself was adversely impacted. As a result, the District runs a substantial risk of losing students to charter schools and transfers to other facilities, thereby, further depleting revenues.

The financial strain is further exacerbated by the fact that the District has only met two of thirty academic performance indicators use by the state and federal government to assess academic progress. There is an obvious need to invest funds in the curriculum to approve academic performances.

It must be noted that administrators received a 1% wage increase and the teachers ratified a contract that calls for wage increases of 1%, 1% and 2%. Moreover, the relevant comparables demonstrate that the support staff ranks in the middle of the pack with respect to wages.

Finally, the projected fund balance for the 2006-2007 school year is 1.7 million dollars (or approximately 2.5% of the budget). Ideally, the fund balance should be 15-20 million dollars with a budget such as Springfield's. Taking into account the nature of the circumstances, the District's offer is justified.

Recommendations

Making a determination in an unusual situation such as the one presented here is difficult at best. Both parties have made compelling arguments in support of their respective positions. The Union correctly points out that the presence of additional parties (the Oversight Commission and the State Auditor) in the negotiation mix does not relieve the District of its obligation to bargain over wages. Simply because the State Auditor and the Commission gave their approval of the District's wage proposal does not require the Union to accede to the District's demand. Therefore, the undersigned must analyze the

competing wage proposals by filtering them through the screen of criteria set forth in Section II of this Report. Chief among the filters is the ability of the District to finance and administer any wage proposal recommended.

As noted above, the District is in a state of “Fiscal Emergency” with governmental oversight being supplied by a Commission which must approve all expenditures. The District was mandated to engage in significant budget cuts which resulted in substantial reductions in curriculum, staff and school services. Moreover, the District’s academic performance has been less than adequate satisfying only two of thirty academic performance standards. The District runs a legitimate risk of a further declining student population¹ which would have an adverse impact upon revenues. The District has demonstrated it must reinvest its resources in the students’ educational needs, such as improving the curriculum and carefully managing the expenditures.

The District projects a positive fund balance for 2006-2007 of 1.7 million dollars.² The Union asserts that because the District overestimated the loss of revenue associated with the transfer of students to charter schools, and the like, an additional 1.2 million dollars should be added to the fund balance. The Union’s argument, in this instance, is persuasive. However, neither of the fund balance projected by the District nor the fund balance projected by the Union meets the ideal fund balance recommended for a financially stable school district (25% of budget). Moreover, neither fund balance approaches the average fund balance of 18% of budget for all other Ohio school districts. Thus, this report cannot sanction a rush to encumber a significant portion of the fund balance.

¹ The record indicates that the student population has been steadily declining over the past 10 years.

² The fruits of the 9 mil levy passed in February will not be fully realized in the 2006-2007 school year.

The record establishes that a 1% wage increase for the bargaining unit costs \$73,000. Therefore, a 2% wage increase would cost \$146,000. This represents an additional \$73,000 of expenditures to the District in 2006-2007. The fund balance for succeeding years is projected to increase, in part, to realizing the revenue from the recently past 9 mil levy. The undersigned is convinced that the fund balance and the additional revenues can support a wage increase of 2% per year for each of the last 2 years of the collective bargaining agreement.

In addressing the concepts of internal comparables and internal equity, it must be noted that the teachers' group, which just ratified a contract calling for wage increases of 1%, 1% and 2%, received a 5% RAISE IN 2004-2005—a year in which the SEUSS bargaining unit received no increase in wages. Over a period of five years from 2004 to 2009 the teachers will realize a 10% wage increase and the SEUSS group stands to receive a 6% increase, if this recommendation is adopted.

The undersigned recognizes that the recommended increases are modest. However, there needs to be a fiscally conservative approach to this situation. In addition, the wage increase cannot be considered in a vacuum. Said increase must be considered in light of the recommendations with respect to health insurance and the other unresolved economic issues.

Therefore, it is recommended that the bargaining unit members receive a 2% wage increase retroactive to September 1, 2006. In addition, it is recommended that the bargaining unit members receive a 2% wage increase effective September 1, 2007 and a 2% wage increase September 1, 2008.

B. Issue 2 – “Me Too” Clause

SEUSS Position

It is the position of the Springfield Education United Support Staff that the following language should be recommended for inclusion in the collective bargaining agreement. “Effective September 1, 2006, employees shall receive a percentage increase for salary, greater than or equal to the teachers or administrators, whichever is greater, for each year of the Agreement.” The Union asserts that this language provides maximum salary protection for its bargaining unit members.

Historically, since 1995, the “Me Too” clause has been a part of the support staff’s multi-year contracts. The last multi-year contract (2001-2004) contained a provision for a “Me Too” clause in the third year of the Agreement. The “Me Too” clause was abandoned in the second year of the Agreement to maintain caps on insurance premium contributions.

The 2004-2005 contract was a one-year contract with a 0% salary increase due to the financial conditions of the District. There was no “Me Too” clause in that Agreement. The 2005-2006 collective bargaining agreement was a rollover of the 2004-2005 contract. Again, it provided for 0% salary increase due to the District being in “Fiscal Emergency.” The “Me Too” clause did not appear in this rollover agreement either.

The SASO/SAST’s Rules and Regulations contain a “Me Too” clause for the administrator’s protection. The Union is simply seeking the same service of protection for its members.

School District's Position

The Board's position is gleaned from its pre-hearing submission. "The Board rejects any inclusion of a "Me Too" clause connecting wage increases to those received by the teachers union. The teachers accepted a 1%, 1% and 2% wage increase for their current contract entering a "Me Too" language superfluous. Furthermore, it is the Board's position that any wage increase should be negotiated between the parties at the table. Economic packages cannot always be compared apples to apples. One bargaining unit may decide to take a smaller wage increase in order to justify economic improvements in the contract." Moreover, it is unnecessary to have such language in a collective bargaining agreement with the teachers union and the SEUSS bargaining unit negotiating within the same timeframe.

Recommendation

The Union is correct when it asserts that the "Me Too" clause provides a certain level of salary protection for its bargaining unit members. This is particularly true when bargaining takes place the succeeding years for separate bargaining units. It is also correct to assert that the SASO/SAST Rules and Regulations provide for a "Me Too" clause.

However, on the flip side, "Me Too" clauses tend to negatively impact collective bargaining obligations or responsibilities of the parties. In addition, the teachers and the SEUSS bargaining unit negotiate within the same timeframe, thereby, detracting from the value of the "Me Too" clause.

Given that the recommended wage increases contained in this Report exceed what the teachers have received in their collective bargaining agreement and what the

administrators have received for the year of 2006-2007, it is recommended that the “Me Too” language not be reinserted into the contract. In other words, the District’s position on this matter is adopted.

Issue 3 – Insurance³

School District’s Position

The School District is seeking an increase in the percentage of employee contributions toward healthcare insurance premiums. The Board’s proposal concerning the insurance is as follows: “The Board shall pay 83% of the total monthly cost of the healthcare plan and the employees shall pay 17% of total monthly cost during the term of this Agreement, provided, however, that for the calendar year of 2007, the employee contribution shall be limited to 12% of the cost of the medical insurance program and provided further that in the calendar year of 2008, the employee contribution shall be limited to 14% of the cost of such insurance.” It is projected that the premium cost for the calendar year of 2009 will be 17% employee contribution.

The current collective bargaining agreement indicates that the Board will assume responsibility for payment of 85% of the total healthcare plan and that the employee contributes 15% of the total monthly cost. Caps on employee contributions to the insurance premiums were established in a prior contract in order to protect employees from double digit increases in the cost of insurance. Pursuant to the previous contract language, although the employee had an obligation to pay 15% of the total monthly cost on the insurance coverage premium, employees who elected to take a single plan had their premium contribution capped at \$40.51/month and a cap for the family plan was

³ The only issue which remains unresolved concerning insurance is Article 18, Paragraph A (1), which relates to the rate of contribution to premium cost for medical insurance.

\$113.13/month. These caps which were established in the third year of the multi-year Agreement (2001-2004) were extended in the 2004-2005 contract and the 2005-2006 renewal.

Thus, the SEUSS bargaining unit members have had no increase to the cost of their insurance since 2003. With the caps in place, the employees are currently paying approximately 10% of the cost of insurance rather than 15%. The teachers are paying 17% of the cost of their individual and family medical insurance programs. In addition, the certificated and non-certificated administrators and administrative staff are required to pay 17% of their insurance premium. It is only fair and equitable that the SEUSS bargaining unit be required to shoulder the same sort of obligation that the other employees in the District have shouldered for a number of years.

SEUSS Position

It is the Union's position that the fact-finder should recommend maintenance of current contract language, more specifically, maintaining the caps. "...employees shall pay no more than \$40.50/month and each eligible employee desiring a family policy should contribute no more than \$113.13/month toward the premium cost."

The current monthly insurance premiums for family coverage cost \$1,167.18 for family coverage and \$416.64 for single coverage. As noted at the hearing, the administrators and teachers both pay 17% of the monthly premium. The SEUSS bargaining unit members currently contribute \$113.13 for family coverage premium and \$40.51 to the single plan premium.

It is the Union's position that there is a different impact on the low wage earners of the District. The average administrator's salary for 2005-2006 was approximately

\$85,000.00 plus a 1% raise. The average teacher's salary is \$50,000 plus a 1% raise for 2006-2007. The average salary for a SEUSS bargaining unit member is \$17,098 (a 1% raise is calculated for 190 days per year at 6.4 hours per day). A comparison indicates that the SEUSS bargaining unit member pays 9.34% of his/her salary toward insurance premiums for family coverage, whereas the administrators pay 2.77% of their salary and the teachers pay 4.71% of their salary. Similar numbers exist for members electing single coverage.

In addition, the administrators contributed 10% toward the monthly insurance premium until the 2005-2006 school year and the Board Treasurer and the Superintendent had 100% of their insurance premium paid until that school year. It is also significant to note that if the fact-finder would recommend adoption of the Board's proposal with respect to wage increases and the percentage increases requested by the Board toward premium contributions, the employees would be burdened with negative benefit in their income. Therefore, the Union is seeking to maintain the percentages provided for in the prior Agreement as well as the caps established hereunder.

Recommendation

Once touted as an insurance premium cost control effort, the employee contribution to insurance premiums is now generally considered as a cost-shifting mechanism. When the employer is flush with money and substantial wage increases can be granted to offset the cost-shifting, reasons for employees to bear more financial responsibility for insurance cost are more compelling. However, in a situation such as the one presented herein, a careful balance must be struck between wage increases and cost-shifting under an insurance program.

As noted already in this Report, in the 2004-2005 school year, the bargaining unit members received a 0% wage increase. The second renewal in 2005-2006 produced a similar result. The recommendation from the undersigned for the next three years is a 2% wage increase in each year. If adopted, the bargaining unit would realize a 6% wage increase over a 5-year period. Such a wage increase can be characterized as modest at best.

Removing the caps and shifting additional cost to the employees in excess of the wages recommended has a negative impact on the bargaining unit members. Absent a more compelling reason to shift cost to a group that can hardly afford the increase militates against removing the caps.

With respect to the internal equity between the administrators, teachers, and the SEUSS bargaining unit members, the record of evidence demonstrates that the SEUSS bargaining unit member already pays substantially more of a percentage of their salary to healthcare premiums than the administrators or teachers. In addition, it must be noted that in 2004-2005, the SEUSS bargaining unit took a 0% salary increase, but the teachers realized a 5% salary increase.

For all of these reasons, the undersigned recommends that the Union's position be adopted and the current language be maintained along with the caps set as in the previous Agreement.

Issues 4 & 5

Reductions in Force and Bumping for Aides

Each of the issues referenced above emanate from the parties complete revision of Article 11 of the contract. Although the issues are treated in the same section in the Report, each issue will be addressed separately.

School District's Position (Reduction in Force/Layoff)

During the course of the negotiation process, parties identified five reasons for layoff. The Board, however, seeks to include a sixth reason for layoff which reads as follows: "Other reasons provided by law."

"The Board maintains that it has the management authority under Article 3 of the contract to determine the size of the workforce. Article 3 specifically provides that Management has the right to exercise the discretion in the hiring and lay off of employees and the determination of methods, processes, means, and personnel by which the employees' operations are to be conducted. The Board will not agree to any limitation upon Management right in Article 11 of the contract." It also must be noted that the teachers have an identical provision in their collective bargaining agreement.

SEUSS Position (Reduction in Force/Layoff)

It is the Union's position that prior collective bargaining agreements did not identify reasons for reductions in force. As such, the five reasons the parties identified at their negotiations are sufficient to provide the School Board the flexibility it needs to run its operations. Further, the Union wants to avoid agreeing in advance to some change in the law which would be detrimental to the bargaining unit.

Recommendation

The parties, during the course of collective bargaining, negotiated extensive changes to the language of Article 11; however, the Union did not propose a change in the Management Rights clause in Article 3 of the collective bargaining agreement. The Board maintains the right to Management operations; determine the size of the workforce; hire and layoff employees; and the like. Adding the sixth reason to the reasons for layoff/RIF serves only to reflect that Management has maintained those rights provided in Article 3 of the collective bargaining agreement and provides the adequate protection to Management rights. The Union has offered no compelling reasons to resist the addition of the sixth reason for RIF. Therefore, it is the recommendation of the undersigned that the Employer's position be adopted and the additional reason added to the list of reasons for RIF/layoffs.

School District's Position (Bumping Rights for Aides)

In the predecessor collective bargaining agreements, all classifications in the bargaining unit had the right to bump less senior employees within the classifications. The Employer began this round of collective bargaining by proposing that the description of less senior employees be changed to least senior employees. After significant bargaining, the District altered its stance and indicated it would agree to allow bumping of the less senior employees within all job classifications covered in the bargaining unit except for aides (paraprofessionals). This change is dictated by a continuity of care, servicing the student and meeting the educational needs of the child. These considerations "trump" any preference expressed by the aides in bumping.

Changing this language to reflect that the aides will bump only the least senior person in the job classification will minimize the domino effect of bumping. It will also minimize the disruption to the child and the parents, as well as the educational process.

It also must be noted that many of the children who received paraprofessional care require a form of “medical” attention such as catheterization or the placement of feeding tubes, and the like. This requires skill and training. Finally, drawing comparisons to teachers, aides should not be given a preference as teachers don’t get the opportunity to select their classroom.

SEUSS Position (Bumping Rights for Aides)

Past collective bargaining agreements provided the same bumping rights for all groups of employees. The exercise of bumping rights provides a certain level of job protection for the paraprofessionals, as well as the other employees in the bargaining unit. Moreover, the aides are now required to be ESEA or highly qualified and the training necessary to bring all the aides up to speed is minimal.

The trigger point for this proposal stems from the Board’s decision to reduce the workforce in February 2005. This was a rather significant reduction in force which caused the domino effect about which the Board is now concerned. In reality, very few changes occur in the course of the normal school year and when they do, changes generally occur without incident. Thus, the disruption to the continuity of care and the educational needs of the student is not as portrayed by the District.

Recommendation

As noted at the hearing, the language providing all employees with the same contractual right to bump within their classifications was contained in prior collective

bargaining agreements between the parties. The significance of such bumping language is to provide a level of job protection and security for those within the classification. The employee's right to job protection and job security must be balanced against serving the needs of the child educationally and otherwise.

It appears from the record that bumping of paraprofessionals ultimately became an issue as a result of the substantial layoffs in 2005. This was an action that was out of the ordinary between the parties. Furthermore, the evidence does not indicate that such an action is contemplated in the future. It is also significant to note that the aides, under the "No Child Left Behind Act," must be ESEA or highly qualified making the training requirements minimal to meet student needs. The ability to satisfy the qualifications of a particular position into which one bumps results in a seamless transition.

Notwithstanding the District's assertion at the hearing that the aides don't like the bumping provision, the undersigned is duty bound to accept the representations from the Union as its members' desire. Therefore, under the circumstances, the undersigned recommends that the paraprofessionals enjoy the same bumping rights as the other bargaining unit employees. In other words, the Union's position on this issue should be adopted.

Issue 6 – Opportunity Hours

School District's Position

The District's position on this issue is taken directly from its pre-hearing submission.

"The parties have negotiated a new article addressing negotiation procedures. The only issue that remains unresolved by the parties is the language proposed by the Union

which would guarantee that employees be paid for time spent during negotiations for 'lost opportunity' hours. The Union's proposal is as follows:

Bargaining unit negotiation team members who bargain during the regular work day shall be paid at their normal rate for all hours normally assigned to work, opportunity hours and hours in negotiations, not to exceed normal and opportunity hours.

The Board's Position:

The Board's counter-proposal and current position is as follows:

Bargaining unit negotiation team members who bargain during their regular work day shall be paid at their normal rate for all hours normally assigned to work.

Apparently, the term 'opportunity hours' refers to field trips and athletic trips which bus drivers and bus aides might not be able to drive as a result of serving on a bargaining team. However, all field trips are equalized under Article 12 of the collective bargaining agreement. Therefore, any opportunity lost on an negotiation day will be picked up at another time. Secondly, employees on the bargaining team are aware of the collective bargaining schedule far enough in advance to schedule their field trips for days other than on the days the parties are scheduled to meet. Consequently, there is simply no lost opportunity or any need for such collective bargaining language."

SEUSS Position

It is the Union's position that the language in the collective bargaining agreement should read as follows:

Bargaining unit negotiation team members who bargain during the regular work day shall be paid at their normal rate for all hours normally assigned to work, opportunity hours and hours in negotiations, not to exceed normal and opportunity hours.

The Union asserts that the reference to “opportunity hours” is appropriate because no bargaining unit member should lose pay in order to participate on a bargaining team. It is the same concept that is applied to the Labor Management Committee. Moreover, it has been past practice to allow bargaining team members to turn in all work hours that were missed.

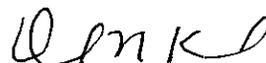
Recommendation

While the undersigned is sensitive to the financial plight of the bargaining unit member over the last several years, cart blanche does not exist in this process to create additional financial burdens for the District. In addition, as pointed out by the District in its presentation, all field trips are equalized under Article 12 in the collective bargaining agreement. Moreover, scheduling is such that sufficient planning can provide the opportunity to work and not miss assignments. Under the circumstances, it is recommended that the language in Article 26 – Negotiation Procedures read as follows:

Bargaining unit negotiation team members who bargain during the regular work day shall be paid at their normal rate for all hours normally assigned to work and hours in negotiations, not to exceed the normal hours.

IV. Certification

The Fact-Finding Report and Recommendations are based on the evidence and testimony presented to me at a fact-finding hearing conducted on March 6, 2007. The recommendations contained herein are developed in conforming to the criteria for fact-finding found in ORC 4717 (7) (a-f) and the associated administrative rules developed by SERB.



Daniel N. Kosanovich, Esq.
Fact-Finder

V. Proof of Service

This fact-finding report was mailed to Melodie Terman, Labor Relations Consultant, OEA, 5026 Pine Creek Drive, Westerville, Ohio 43081 and William R. Groves, Esq., Martin, Browne, Hull & Harper, P.L.L., One South Limestone Street, Suite 800, Springfield, Ohio 45501-1488 on April 16, 2007. This report was also emailed to the parties on April 16, 2007.



Daniel N. Kosanovich, Esq.
Fact-Finder