

Before Louis V. Imundo, Jr., Fact-Finder

In the matter of fact-finding between

THE COVINGTON EXEMPTED VILLAGE BOARD OF EDUCATION

and the

COVINGTON EDUCATION ASSOCIATION

SERB Case No. **95-MED-05-0467**

This matter was heard before Louis V. Imundo, Jr., Fact-Finder, in Troy, Ohio, on November 2, 1994

Nov 14 9 52 AM '95  
STATE-EMPLOYMENT  
RELATIONS BOARD

## 1.0 INTRODUCTION

### 1.1 Appearing For Management

- Ken Switzer, Labor Relations Specialist, OSBA
- Jennifer Moraci, Management Development Specialist, OSBA
- Robert H. VanOsdol, Superintendent
- Mary McCullough, Board President
- Joyce Clarke, Treasurer

### 1.2 Appearing For The Union

- James Romick, Labor Relations Consultant, OEA
- David Stroh, President, CEA & Teacher
- Gary Bell, Chairman & Teacher
- Judy Schultz, Teacher
- Tom Barbas, Teacher
- Roger Craft, Teacher

## **2.0 NATURE OF THE CASE**

The following issues were unresolved at the time the Fact-Finder met with the Parties:

- Article VI - Salary And Fringe Benefits - salary, medical, & dental
- Article XI - Duration
- New language - Payroll deductions for political contributions

Subject to Management's agreeing to binding arbitration, the Union agreed to the following:

- New language - Family & Medical Leave Act
- Modified language - Reduction in Force
- New language - Progressive Discipline

Subject to the financial settlement, Management agreed to the following:

- Binding arbitration
- Change in the definition of a grievance
- Addition of "financial reasons" as a reason for a reduction in force
- Addition of employee progressive discipline
- Addition of language on the Family & Medical Leave Act
- Changes in language on teacher evaluation procedures.

## **3.0 POSITIONS OF THE PARTIES, AND THE FACT-FINDER'S RECOMMENDATIONS**

### **Article VI - Salary And Fringe Benefits, Section 1A Salary**

#### **Management's Position**

Management proposed a three year agreement with an increase of 3.0 percent in each year to the base teacher salary (BA-O step). It was Management's position that considering teachers' salaries in comparable school districts in Region 2 of the State of Ohio, and average statewide increases in teachers' salaries for the periods 1992-1995, and 1995-1998, the offer of 3.0 percent is fair and equitable.

#### **Union's Position**

The Union proposed a three year agreement with an increase of 4.0 percent in each year to the base teacher salary (BA-O step). It was the Union's position that through tax

revenues, and sound fiscal management, the District's cash balance has gone from \$47,755.00 in 1992 to an estimated \$852,000.00 for 1996. The Union contended that Management can afford to pay more for teachers' salaries than they are offering.

It was the Union's position that contrary to Management's assertion, the District's teachers salaries are not competitive with teachers' salaries in comparable, surrounding school districts. According to the Union's data, Covington's current salary schedule shows placement fourth from the bottom. The Union further asserted that even with a 4.0 percent increase for each of three years, Covington will not achieve substantial improvement in the rankings.

#### **Fact-Finder's Recommendation**

The Fact-Finder has reviewed the positions of the Parties, and studied the data submitted into the record to support said positions. In addition, the Fact-Finder researched data that went beyond the scope of the Parties' submissions. The Fact-Finder also considered the cost of medical, and dental insurance to both the Parties in determining what he believes would be fair and equitable.

In the Fact-Finder's opinion, Management, i.e., the Board of Education, can afford to offer more money than what has been offered. The Union's demand for more than Management has offered is also supported by the data on comparable salaries in the region. The record contains nothing to show, no less conclusively prove that overall, the District's teachers are not performing their job duties in a wholly satisfactory manner. The record contains nothing to show that learning and performance goals for the District's students are not being achieved.

The current rate of inflation is low, and nothing occurring in the economy gives any indication that it will significantly increase in the next couple of years. It is difficult to say with any degree of confidence what will happen three years from now, but unless major unforeseen events occur, it is more likely than unlikely that inflation will stay close to where it has been for the past year. The record establishes that on the average the District's teachers have many years of teaching experience. This means that the workforce is not in their twenties. Inflation affects people differently. New home buyers, and people raising young children are generally more affected by rising costs, when compared to people who have lower mortgage interest rates, and are close to paying off their mortgages, and whose children are raised. The most accurate, and reliable data in the rate of inflation, i.e., not the government's skewed data base, is that inflation is currently less than 2.0 percent for 1995.

In the Fact-Finder's opinion, the appropriate raise for teachers should be 3.80 percent for the life of the successor agreement. In the Fact-Finder's opinion, all retroactive pay

should be calculated, and paid in a lump sum in a separate check with the first regular pay after ratification of the successor Agreement by the Union, and adoption by the Board of Education.

**Article VI - Salary And Fringe Benefits, Section 1A, Salary, Revision of the existing salary schedule.**

**Management's Position**

It was Management's position that the current index be carried over intact into the successor agreement. Management asserted that the Union's proposal to delete the non-degree training column, add a Masters +30 semester hour training column, and add a Step 12 experience column would increase the District's salary cost by approximately \$73,099.00 over the life of a three year agreement, and nothing warrants a revision to the current schedule.

**Union's Position**

It was the Union's position that in order to attain a competitive parity with other school districts in the region, the current salary schedule should be revised to include an experience step at level 12, and a Masters +30 semester hour column.

**Fact-Finder's Recommendation**

After reviewing the positions of the Parties, and the data submitted into the record to support said positions, it is the Fact-Finder's recommendation that the current salary schedule be carried over intact into the successor agreement.

**Article VI - Salary And Fringe Benefits, Section 2A-Insurance, Hospitalization/Surgical/Major Medical**

**Management's Position**

Management proposed that the District pays 90 percent of the monthly premium for health insurance to a monthly maximum of:

SCHOOL YEAR	FAMILY	SINGLE
1995-1996	\$425.00	\$171.00
1996-1997	\$430.00	\$176.00
1997-1998	\$435.00	\$181.00

It was Management's position that premium sharing is a part of the negotiated agreements the Union has with school districts in the region, and such is wide spread throughout the State. It was Management's position that because health insurance costs cannot be predicted with any degree of accuracy or certainty, Management needs to have a limit on their share of the cost for employees' health insurance.

#### **Union's Position**

The Union put forth two proposals. The first is that premium costs be shared by the employee and the District at 5 percent and 95 percent respectively. The second is that the District would pay up to the monthly amount listed below for the family and single plans. Any costs above the cap would be shared with the District paying 90 percent, and the employee 10 percent.

<b>SCHOOL YEAR</b>	<b>FAMILY</b>	<b>SINGLE</b>
1995-1996	\$430.00	\$176.00
1996-1997	\$473.00	\$194.00
1997-1998	\$520.00	\$213.00

It was the Union's position that Management is attempting to limit the District's costs for employees' health insurance, and have any premium costs above the negotiated monthly maximum borne solely by the employees. It was the Union's position that concurrently Management is attempting to undercut any wage gains for the teachers by having them shoulder a portion of the premium cost for health insurance.

#### **Fact-Finder's Recommendation**

In the Fact-Finder's opinion, as an incentive to keep health care insurance costs contained, employees should be required to pay a portion of the cost for said insurance. History has consistently shown that when employees do not have to pay for their health insurance, they tend to abuse it. In the Fact-Finder's opinion, Management and the Union need to work together to bring down the cost of health care insurance without sacrificing the coverage provided for employees.

In the Fact-Finder's opinion, Management's proposal is unreasonable and unfair to employees. After reviewing the positions of the Parties, data submitted into the record to support the respective positions, and SERB data on cost sharing for health care insurance, the Fact-Finder recommends that the cost be shared as follows: 90 percent of the monthly premium to be paid by the District, and 10 percent of same to be paid by the employee with no caps.

**Article VI - Salary And Fringe Benefits, Section 2C, Dental Insurance**

**Management's Position**

Management proposed that the District pays 90 percent of the monthly premium to a monthly maximum of \$34.03.

**Union's Position**

The Union put forth two proposals. The first is that the premiums be shared by the member and the District at 5 percent and 95 percent respectively. The second is the District's monthly premium cost be capped as follows:

SCHOOL YEAR	MONTHLY MAXIMUM
1995-1996	\$37.00
1996-1997	\$40.00
1997-1998	\$43.00

**Fact-Finder's Recommendation**

In the Fact-Finder's opinion, for reasons stated, employees should share in the cost of their health care insurance. The Fact-Finder further believes that for the purposes of uniformity and consistency the ratio of cost sharing for medical and dental insurance should be the same. The Fact-Finder recommends that the cost be shared as follows: 90 percent of the monthly premium to be paid by the District, and 10 percent of same to be paid by the teachers with no caps.

**Article VI - Salary And Fringe Benefits, Section 2A, Insurance, Hospitalization/Surgical/Major Medical, Paragraph 2**

**Management's Position**

Management sought to retain the current language.

**Union's Position**

The Union sought to have the current language deleted from the successor agreement. The Union's position was based on the assertion that the current language forces an employee to remain with an insurance program at his/her spouses' place of employment, and the coverage could be less than what is provided by the District's health care insurance.

### **Fact-Finder's Recommendation**

In the Fact-Finder's opinion, the current language unfairly discriminates against employees whose spouses work in organizations that provide health care insurance, and the current language should be deleted from the successor agreement.

**Article VIII - Grievance procedure, New language - binding arbitration; and change in the existing language pertaining to the definition of a grievance.**

### **Management's Position**

Management's position was that their agreeing to changing the definition of a grievance, and binding arbitration is dependent on the financial settlement between the Parties.

### **Union's Position**

The Union's position was that they would agree to the following only if Management agreed to binding arbitration:

- Family Medical Leave Act - new language.
- Reduction in Force - change in existing language.
- Evaluation - change in existing language.
- Progressive Discipline - new language.

### **Fact-Finder's Recommendation**

In the Fact-Finder's opinion, irrespective of the financial settlement, i.e., salary and fringe benefits, Management should agree to the tentative language on binding arbitration, and changing the definition of a grievance. In the Fact-Finder's opinion, the Union should sign off on the above referenced tentatively agreed upon language.

### **Article XI - Duration**

#### **Management's Position**

None stated.

#### **Union's Position**

The Union sought a three year agreement.

### **Fact-Finder's Recommendation**

The Fact-Finder can see no reason why either of the Parties would benefit from anything less than a three year agreement. The Fact-Finder recommends a three year agreement.

### **New Language - Payroll Deductions For Political Contributions**

#### **Management's Position**

Management contended that the Union's demand should be rejected because they believe that if an employee wishes to contribute to a political candidate, then he/she should directly make the contribution to the candidate and/or party of his/her choice. Management also argued that adoption of the Union's demand would unduly burden the District's one person payroll operation.

#### **Union's Position**

The Union contended that the granting of political contributions through payroll deduction is not unique, and in recommending that the Union's proposed language be adopted, the Fact-Finder would not be breaking new ground. The Union made the point that if the courts ultimately decide that political contributions through payroll deduction is illegal the Union will withdraw the language from the agreement.

#### **Fact-Finder's Recommendation**

In the Fact-Finder's opinion, Management's argument against the inclusion of the Union's proposed language in the successor agreement is persuasive. The Fact-Finder recommends that the Union's proposed language not be adopted.

November 13, 1995  
Date

Louis V. Imundo, Jr.  
Louis V. Imundo, Jr.  
Fact-Finder