

4/24/96 dec.

IN THE MATTER OF FACT-FINDING BETWEEN
BETWEEN

NORTHWESTERN LOCAL SCHOOL DISTRICT)
AND)
NORTHWESTERN LOCAL EMPLOYEES)
ASSOCIATION, UNIT NO. 2)

95.MED-08-0647
CASE NO. ~~94-MED-03-0233~~

FINDINGS
AND
RECOMMENDATIONS

JAMES M. MANCINI, FACT-FINDER

APPEARANCES:

FOR THE ASSOCIATION

Richard C. Schneider

FOR THE BOARD

Loren L. Braverman, Esq.

S U B M I S S I O N

This matter concerns fact-finding proceedings between the Northwestern Local School District (hereinafter referred to as the Board) and Northwestern Local Employees Association, Unit No. 2 (hereinafter referred to as the Union). The State Employment Relations Board (SERB) duly appointed James M. Mancini as fact-finder in this matter. The bargaining unit involved herein consists of approximately forty-five support staff. The fact-finding proceedings were held on March 11, 1996 and April 2, 1996.

These fact-finding proceedings were conducted pursuant to the Ohio Collective Bargaining Law as well as the rules and regulations of SERB. During the fact-finding proceedings, this fact-finder attempted mediation of the issues at impasse and several issues were tentatively agreed to by the parties. The issues remaining for this fact-finder's consideration are more fully set forth in this report.

This fact-finder in rendering the following findings of fact and recommendations on issues at impasse, has taken into consideration the criteria set forth in Ohio Revised Code Section 4117-14(G)(6)(7). Further, this fact-finder has taken into consideration all reliable evidence presented relevant to the outstanding issues before him.

1. WAGES

The Association proposes to add to the salary schedule for each position two additional steps and to move up the current last step (Step 11) two years. The Association also proposes a new pay scale for all aides/tutors. The Association seeks language which would give this bargaining unit wage increases equivalent to those which are granted to the teachers unit. The Association asks that wages be paid in twenty-six equal payments beginning on August 1st of each year. In addition, the Association proposes a Longevity Provision of 15 cents per hour at year 15; 30 cents per hour at year 20; and 45 cents per hour at year 25. Finally, the Association requests a \$500 signing bonus.

The Board proposes increases of base salaries of 4 percent beginning August 1, 1995 and 6 percent beginning August 1, 1996. The Board also proposes a 1.75 percent increase effective August 1, 1997. The Board opposes the Association's requests for more steps, longevity and a signing bonus.

The Union basically argues that there is a commonality of interest between the support staff herein and the teachers' unit. As a result, this unit should receive the exact same wage increases which are provided to the teachers. Likewise, the support

staff's wage scale should be compressed so that it is more in line with the number of steps found on the teachers' wage schedule. The Association points out that teachers within the district will be the highest paid in the area. With the additional steps which it has proposed herein, the support staff would likewise be raised to one of the highest paid in the geographic area.

The Association argues that the district has the ability to fund its wage proposal. The Association cites the balance in the General Fund which the district had at the end of fiscal year 1995 of \$603,227. The Association also notes that the district's revenue has increased significantly over the past five years with state funding increases of 42.9 percent over that period of time.

The Board basically argues that members of this bargaining unit are already among the highest paid in Wayne County. They rank either second or third depending on the classification of the eight Wayne County local school districts. As a result, the Board's wage proposals herein which are in line with the general public sector increases would be more than sufficient for the bargaining unit to maintain its current relatively high ranking of pay for noncertificated employees in school districts in the area.

The Board further argues that there is no justification for doubling the increases in compensation by adding additional steps, longevity and granting a signing bonus as the Association proposes. It is evident that the Association's proposal would be quite costly over the next three years. The Board points out that its carry-over balance actually falls below the state recommended two month surplus.

ANALYSIS - This fact-finder after carefully reviewing the evidence and arguments presented would recommend that the number of steps on the current salary schedule be compressed so that the current last step (Step 11) is moved up two years. In addition, it would be reasonable to provide for one additional step for each position on the salary schedule. This fact-finder would also recommend that language be included to provide for raises for this bargaining unit which are equivalent to what the teachers' unit receives. In addition, a longevity component as proposed by the Association would become applicable in the second year of the agreement or July 1, 1996. This fact-finder would not recommend the \$500 signing bonus which the Association had sought.

There appears to be some basis for modifying the current salary index which provides step increases during an

employee's first eleven years of employment. It would appear to be reasonable to move up the current last step (Step 11) two years as the Association proposes for each of the job classifications. A close review of the current salary schedule indicates that for the most part there are no step increases provided in the wage rate for steps 8 through 10 on the scale. The top wage rate does not occur until an employee has eleven years of experience. There was no reason given as to why employees with eight to ten years of service should not receive any step increase on the wage schedule. Thus it would make sense to move the current top wage rate at Step 11 to Step 9 so that these particular employees would receive an additional step increase when they have nine years of service.

An additional 10th step would be appropriate in order to bring the maximum rates in the district more into line with the top pay rates for support staffs in school districts in the area. Comparable evidence shows that the current maximum wage rates for support staff here falls below the top pay for similarly situated employees in the area. For example, the bus drivers' top wage rate is currently \$12.67 which is well below the maximum hourly wage rate of \$14.60 for bus drivers in the Dalton District. The maximum wage rate for cooks is \$9.47 in this district as compared to the top wage of \$10.27 for cooks in

the Chippewa District. Likewise, the maximum wage rates for the various bargaining unit positions here including those for secretaries as well as teacher aides fall below the top wage rates paid in the area. By adding a 10th step to the modified schedule recommended herein, there would be a modest increase in the maximum wage rates which would bring the top pay in line with that provided by school districts in Wayne County. Considering the various factors involved in this case, such new maximum rates would appear to be appropriate.

This fact-finder would also recommend a Longevity Provision which would become effective in the second year of the agreement or July 1, 1996. Such a provision is justified as a means of compensating long-term employees who are no longer entitled to any step increase under the salary schedule. The proposed Longevity Provision is reasonable in that it would not become applicable until an employee has achieved at least fifteen years of service. At that point, an employee would receive a longevity stipend of 15 cents per hour over the Step 10 rate. In all respects, the Longevity Provision proposal appears to be appropriate and should be adopted by the parties.

This fact-finder has determined that the Board has the ability to finance the additional cost of the recommended

modification to the salary schedule as well as the Longevity Provision. It was estimated that the cost of the Association's original proposal for additional steps and longevity pay would amount to approximately \$34,000 in fiscal year 1996. In that this fact-finder is not recommending the additional Step 11 which the Association sought, it is apparent that the total incremental cost increase would be substantially less than that calculated by the Board. The evidence shows that the district had an unencumbered carry-over balance in its General Fund at the end of fiscal year 1995 of approximately \$457,000. Since fiscal year 1990, this district has seen its revenue increase rather significantly each year. For example, state funding for the Northwestern School District increased by approximately 43 percent over the last five years. Thus there is little question that the Board has the ability to fund the relatively modest modifications to the salary schedule as well as the additional Longevity Provision.

This fact-finder has further determined that there are factors present in the instant case which support the Association's argument that pay increases for the support staff should be tied to those provided to the teachers' unit. The Board itself over the past eight years has provided for identical pay increases for

both groups of employees. In fact, when the teachers received a 4 percent increase in wages in August, 1995, the Board chose to give the support staff the same increase even though they were not contractually obligated to do so. Likewise, the Board has indicated that it will give the support staff the identical 6 percent wage increase in August, 1996 which it has provided to the teachers' unit. Based on its past actions, it appears therefore that the Board has recognized that there is a certain commonality between the two units. There was insufficient evidence presented for this fact-finder to make any recommendation regarding a wage increase for the support staff for the third year of the agreement. As such, it would appear appropriate to provide that the support staff is to receive the same pay increase which is provided to the teachers' unit at that time. In that the so-called "me too" language will resolve the question as to what kind of pay increase should be provided to this unit in the third year of the agreement, this fact-finder would recommend that such a provision be included in the parties' contract.

This fact-finder finds absolutely no merit to the Association's request for a one time \$500 signing bonus. Although there have been protracted negotiations, it is apparent

that this cannot be blamed on either party. It is of course not at all unusual for parties to take a considerable amount of time to complete negotiations on their first contract. There simply was no basis established for a signing bonus.

With respect to the wage recommendation contained herein, there are several other items which should be noted. First, the parties were in agreement that wages should be paid in twenty-six equal payments beginning on August 1st and as such contract language to that effect is included in the recommendation. It should also be pointed out that there is a new all aides/tutors pay scale contained in the modified salary schedule recommended herein. This would serve to replace the two separate schedules currently provided for teacher aide-regular and teacher aide/tutor. Combining the two schedules into a new wage scale appears to be reasonable especially considering that all teacher aides basically perform the same function in the educational process for 6 hours per day.

RECOMMENDATION

This fact-finder hereby recommends the following Wage Provision which is set forth on Attachment A.

Wages

1. Wages shall be determined and administered in accordance with the schedules herein and shall be paid in twenty-six (26) equal payments (August 1st to July 30th) or the remaining number of bi-weekly pays if employment started after August 1st. Deductions shall be distributed over all remaining paychecks.

2. The 1.00 base rate is \$6.89 effective 8/1/95 and shall increase the same percent as the teacher's base salary on the same date that the teacher's salary schedule increases. The base rate shall be the rate paid all hourly workers, except as provided below in Scales for certain positions where the base rate is multiplied by the index number according to classification and experience.

C. Scales

Secretary

<u>Experience</u>	<u>Scale</u>
0	1.126
1	1.178
2	1.228
3	1.280
4	1.326
5	1.374
6	1.422
7	1.472
8	1.520
9	1.572
10	1.622

All Aides/Tutors

<u>Experience</u>	<u>Scale</u>
0	1.036
1	1.116
2	1.182
3	1.242
4	1.300
5	1.330
6	1.360
7	1.390
8	1.420
9	1.450
10	1.480

Library Technician

<u>Experience</u>	<u>Scale</u>
0	1.070
1	1.118
2	1.158
3	1.198
4	1.240
5	1.284
6	1.324
7	1.364
8	1.404
9	1.452
10	1.502

Regular Maintenance

<u>Experience</u>	<u>Scale</u>
0	1.358
1	1.400
2	1.442
3	1.490
4	1.532
5	1.574
6	1.618
7	1.660
8	1.702
9	1.744
10	1.786

Head Maintenance Class #1

<u>Experience</u>	<u>Scale</u>
0	1.502
1	1.544
2	1.586
3	1.634
4	1.676
5	1.718
6	1.762
7	1.804
8	1.846
9	1.888
10	1.930

Head Maintenance Class #2

<u>Experience</u>	<u>Scale</u>
0	1.578
1	1.620
2	1.662
3	1.710
4	1.752
5	1.794
6	1.838
7	1.880
8	1.922
9	1.964
10	2.006

Building Custodian

<u>Experience</u>	<u>Scale</u>
0	1.308
1	1.350
2	1.392
3	1.440
4	1.482
5	1.524
6	1.568
7	1.610
8	1.652
9	1.694
10	1.736

Custodian

<u>Experience</u>	<u>Scale</u>
0	0.862
1	0.932
2	0.988
3	1.042
4	1.082
5	1.122
6	1.162
7	1.202
8	1.242
9	1.282
10	1.322

Head Cook

<u>Experience</u>	<u>Scale</u>
0	1.162
1	1.202
2	1.244
3	1.284
4	1.324
5	1.364
6	1.404
7	1.444
8	1.484
9	1.524
10	1.564

Cook

<u>Experience</u>	<u>Scale</u>
0	1.008
1	1.052
2	1.092
3	1.132
4	1.172
5	1.214
6	1.254
7	1.294
8	1.334
9	1.374
10	1.414

Dishwasher

<u>Experience</u>	<u>Scale</u>
0	0.762
1	0.784
2	0.806
3	0.827
4	0.849
5	0.870
6	0.893
7	0.914
8	0.936
9	0.958
10	0.980

EMIS

<u>Experience</u>	<u>Scale</u>
0	1.172
1	1.228
2	1.280
3	1.330
4	1.374
5	1.422
6	1.472
7	1.522
8	1.572
9	1.622
10	1.672

Bus Driver

<u>Experience</u>	<u>Scale</u>
0	1.472
1	1.514
2	1.554
3	1.594
4	1.636
5	1.674
6	1.714
7	1.754
8	1.796
9	1.838
10	1.880

Bus Mechanic Class 1

<u>Experience</u>	<u>Scale</u>
0	1.522
1	1.594
2	1.670
3	1.746
4	1.820
5	1.898
6	1.974
7	2.052
8	2.126
9	2.198
10	2.270

Bus Mechanic Class 2

<u>Experience</u>	<u>Scale</u>
0	1.820
1	1.898
2	1.974
3	2.052
4	2.125
5	2.198
6	2.280
7	2.354
8	2.428
9	2.502
10	2.576

Bus Mechanic Class 3

<u>Experience</u>	<u>Scale</u>
0	2.280
1	2.354
2	2.428
3	2.502
4	2.658
5	2.734
6	2.734
7	2.734
8	2.806
9	2.880
10	2.954

In addition each employee will be granted longevity increments effective July 1, 1996 as follows:

1. Year 15 through 19 - fifteen cents per hour over step 10 rate.
2. Year 20 through 24 - thirty cents per hour over step 10 rate.
3. Year 25 and over - forty five cents per hour over step 10 rate.

2. INSURANCE BENEFITS

The Association proposes that bargaining unit members working more than four hours per day are to receive 100 percent of the benefits provided in the Health Insurance Article. Bargaining unit members working four hours or less per day shall have the Board's share of premiums prorated on an hourly basis on a ratio to six. The Association also proposes that should a bargaining unit member be transferred or reduced with respect to the number of hours worked, the employee would not lose or have reduced the Board's payment of insurance premiums to anything less than that provided prior to the transfer or hourly reduction.

The Board proposes to retain current practice with respect to insurance coverage for support staff. That is, the Board proposes that for both employees hired prior to August 1, 1994 and for those hired after that date who worked 260 days per year and 35 hours or more per week shall be entitled to receive 100 percent of the Board's contribution towards health, major medical, prescription drug, dental and life insurance. If the employees are regularly scheduled to work fewer than 260 days per year and between 25 to 35 hours per week, then they would be entitled to 50 percent of the Board's contribution.

There would be no Board contribution if the employees are regularly scheduled to work fewer than 25 hours per week.

The Association basically contends that the current policy does not treat those hired after August 1, 1994 in a fair manner. Although employees who worked for the district prior to that time were grandfathered in with respect to continued full benefits, the Association maintains that eventually insurance benefits will be eliminated for most of the bargaining unit. The Association points out that it is very difficult for a low paid employee to provide for one-half of the health insurance premium. This would be required for bargaining unit members who work between 25 and 35 hours per week. It would be more equitable to return to the policy which existed prior to August 1, 1994 which provided for full benefits for any employee who worked more than 4 hours per day. The Association cites a similar provision found in the teachers' contract.

The Board basically argues that the cost of health insurance benefits has increased at an alarming rate and it was for this reason in an attempt to reduce costs that it adopted its policy in August, 1994. At that time, the Board found that it was no longer fiscally sound to provide full benefits to part-time employees. The Board noted that current policy grandfathers

coverage for the existing employees who had been receiving full benefits prior to the implementation of the new policy on August 1, 1994. There were only ten current employees hired since that time who do not have full coverage provided. The Board maintains that its health insurance benefit is consistent with that provided to other part-time support staff in other school districts in the county.

ANALYSIS - This fact-finder finds the evidence regarding comparability to be persuasive in this case. It is very unusual for school districts to provide full-time benefits to all of its part-time employees. Typically as demonstrated in this case, the Board's contributions are prorated based upon the hours worked by part-time employees. In an attempt to balance the interest of the parties, this fact-finder has determined that those bargaining unit members who work less than 35 hours per work shall have the Board's share of premiums prorated on a weekly basis based on a ratio to thirty-five.

The evidence shows that there are no school districts in the county which provide for full-time benefits to all of its support staff. In several instances, the Board's contribution is prorated based upon the hours of the support staff unit. For example in the North Central School District, full-time benefits

are provided only to those members of the support staff unit who work an average of 6 hours or more per day. For those working less than 6 hours, the Board's share of premiums is prorated based on the hours scheduled to work versus 6 hours. In the Dalton School District, full benefits are provided to the support staff only if they work more than 30 hours per week. Significantly the Dalton Board makes no contribution for employees who work less than 30 hours per week. In the Rittman Exempted School District, full time benefits are only provided to those who work a 40 hour week. Again, there simply was no comparable evidence presented which would support the Association's request that bargaining unit members working 4 hours or more per day should receive 100 percent of the full-time benefits.

This fact-finder also does not find that a valid comparison could be made between the proration provision found in the teachers' contract and that which the Association seeks for the support staff agreement. Nearly all of the certificated teachers are full-time employees. They work a 7 hour day per contract. Only four members of the teachers' bargaining unit work less than full-time and they are not provided with full benefits. The evidence shows that other districts in Wayne County provide different levels of benefits to teachers and

support staff. Likewise, this fact-finder finds that it is appropriate to provide a prorated level of benefits for those support staff who work fewer than the full-time equivalent 35 hours per week.

Moreover, the evidence shows that it is much more costly to provide full benefits to the support staff who work less than 7 hours per day than it is for the full-time teaching staff. For example, the cost to the Board of full health insurance benefits granted to teachers represent an expenditure equal to, on average, 15.5 percent of their salary. In contrast, the cost of providing benefits for bargaining unit members working at least 4 but less than 7 hours per day would represent approximately 52 percent of the support staff wage cost. The evidence demonstrated that the cost of benefits per hour for such employees is significantly higher than for those working 7 or more hours per day.

Although the above referred to evidence supports the Board's position in this case, this fact-finder cannot overlook the Union's argument regarding the practice which had been followed prior to the adoption of the current policy by the Board in 1994. The evidence does indicate that prior to that time, all support staff received full insurance benefits. In

addition, the Union's criticism of the current policy based on equitable grounds is worthy of consideration. The evidence shows that the average salary for support staff working 4 or more but fewer than 7 hours per day is only about \$10,122 per year. As the Union noted, it is difficult for such employees to pay for 50 percent of the current monthly premium which would exceed \$200 per month. In fact for family coverage, the Board only pays 90 percent of the premium even for full benefits and as a result the total premium under the current policy for employees working between 4 and 7 hours per day would be about \$264 per month.

Therefore taking into consideration the various arguments presented, this fact-finder has determined that it would be appropriate to modify the current policy with respect to those hired after August 1, 1994. Of course, it should be pointed out that all of the support staff who were employed prior to that date shall continued to be grandfathered with full benefits. This fact-finder would agree that for those hired after August 1, 1994, full benefits shall be provided to those regularly scheduled to work 35 hours or more per week. However for those bargaining unit members working less than 35 hours per week, it would be reasonable to have the Board's share of premiums prorated on a weekly basis based on a ratio of 35 hours. For example, a part-time employee who works 30 hours per week

would receive 6/7ths or approximately 86 percent of the benefits listed in the Insurance Article. Employees working 27 hours per week would be entitled to about 77 percent of the Board's contribution towards full benefits. Such a proration based on a ratio to 35 hours per week would represent a significant improvement for many in the bargaining unit who work between 25 to 35 hours per week and who currently are only eligible to receive one-half of the benefits provided under the Insurance Article. It would also be appropriate as is typically the case for support staff to provide that any employee working less than 20 hours per week would not be eligible for any Board contribution for health insurance but could on their own purchase health insurance through the Board. The current cutoff for health benefits is set at 25 hours per week. In all respects, the insurance proration provision recommended herein appears to be a fair and equitable resolution of the insurance issue presented.

This fact-finder would also like to note that he finds that there was insufficient basis established for the Association's request to include language whereby bargaining unit members who are transferred or reduced in hours would not lose or have reduced the Board's payment of insurance premiums. There was no showing made that such language is typically included in other support staff contracts. Absent any evidence to support

such a proposal, this fact-finder would not recommend the inclusion of the language suggested by the Association.

RECOMMENDATION

It is the recommendation of this fact-finder that the following language be included in the Insurance Provision:

Bargaining unit members who were employed prior to August 1, 1994 or employed on or after that date and who are regularly scheduled to work 35 hours or more per week shall receive 100 percent of the benefits listed in this article. Bargaining unit members employed on or after August 1, 1994 and who are regularly scheduled to work less than 35 hours per week shall have the Board's share of premiums prorated on a weekly basis based on a ratio to 35. (e.g. 30 hours = 6/7ths or approx. 86% of the Board's contribution for full benefits). Employees regularly scheduled to work less than 20 hours shall receive no contribution towards the premium by the Board but may purchase health insurance coverage through the Board at their own expense.

3. VISION INSURANCE

The Association proposes that the Board provide and pay the premium for vision insurance for employees. The Board opposes such a proposal.

ANALYSIS - This fact-finder has determined that there was no basis established for a new Vision Insurance Provision as proposed by the Association. The evidence shows that vision insurance is not provided to any one in the school district. Indeed, there is no vision insurance coverage provided for by any other local school district in Wayne County. Thus this fact-finder would not recommend vision insurance.

RECOMMENDATION

It is the recommendation of this fact-finder, that there be no Vision Insurance Provision as proposed by the Association.

4. WORKWEEK AND HOURS

The Association proposes that the number of days and hours for each bargaining unit classification be set forth in the contract. Further, the Association seeks increases in the number of scheduled days for custodians to a 260 day year, high school secretaries to a 226 day year, and all cooks to work 6 hours per day.

The Board proposes language defining the workweek for full-time employees as not exceeding 40 hours. The proposal further states that an employee's scheduled workdays are those assigned by the supervisor/principal and are to equal the number of days referenced in the employee's contract.

The Association basically argues that it wants the total hours of bargaining unit members listed in the contract after a recent threat of cuts in hours which has been made by the administration. According to the Association, the administration attempted last year to cut the hours of two cooks from 6 hours to 5½ hours.

The Board argues that the number of days an employee works is a managerial function. The Association's proposal would usurp the Board's function of determining staff needs.

ANALYSIS - This fact-finder does not recommend a

provision in the contract which set forth the number of days and hours of work for bargaining unit positions as the Association proposed. There was insufficient basis established to justify such a proposal. To the extent the Association's proposal attempts to increase the number of hours scheduled for certain bargaining unit employees, it improperly infringes upon the Board's right to determine the staffing needs of the district. Moreover, the evidence did not show that the district has had any plans to reduce the hours of any member of the bargaining unit. The evidence indicated that there have been no reduction in hours for any bargaining unit member in recent years. As such, the additional provision which the Association seeks is unwarranted.

The parties have tentatively agreed to an Hours Provision which in this fact-finder's view is sufficient for their purposes. That provision states in part that bargaining unit members are to be paid pursuant to the Salary Article for each hour worked "for which the bargaining unit member is scheduled..." As the evidence showed, an employee's work schedule equals the number of days referenced in the employee's contract issued by the school administration. Thus there does not appear to be any need to even include the additional

language to the Hours Provision suggested by the Board regarding the workweek for bargaining unit members.

RECOMMENDATION

It is the recommendation of this fact-finder that there be no additional language under the Hours Provision which would set out the hours per contract year as proposed by the Association or the Workweek Provision suggested by the Board.

5. VACATION

The Association proposes to shorten the number of years an employee must serve in order to get certain levels of vacation benefit. Specifically, the Association proposes that for each full-time twelve month bargaining unit member, they are to receive 1 week of vacation after the completion of their probationary period (180 days); 2 weeks for 1 to 5 years of service; 3 weeks for 5 to 15 years of service; and 4 weeks of vacation with 15 or more years of service.

The Board proposes to retain the current practice regarding vacations. Specifically the Board would provide for 2 weeks vacation after the completion of 1 year of service; 3 weeks after 12 years; and 4 weeks after 20 years of service.

The Association basically argues that the current Vacation Provision is inadequate and not in line with vacation allotments provided to similarly situated employees in other school districts. The Board takes the position that its proposal is similar to vacation policies found in such districts as Triway and Green Locals.

ANALYSIS - Comparable evidence indicates that the current Vacation Provision for full-time twelve month bargaining unit members should be modified to bring it more into line with

that found in neighboring school districts. Specifically, the current provision here provides for 3 weeks of vacation only after twelve years of continuous service. In neighboring North Central, similarly situated employees receive 3 weeks of vacation after completing seven years of service. Even in the Triway and Green School Districts, support staff receive 3 weeks of vacation after ten years of service. Considering the comparable evidence presented, this fact-finder would recommend that employees receive 3 weeks of vacation after completing eight years of continuous service. In addition, it would seem appropriate to provide for 4 weeks of vacation for employees with eighteen years or more of continuous service.

It should be noted that the parties are in basic agreement in providing for a 2 week vacation for the one 226 day employee who is a high school secretary. The evidence indicates that for many years this particular employee has received 2 weeks vacation annually. As such, it would be appropriate to include a provision which would be applicable for that employee's 2 weeks vacation entitlement.

RECOMMENDATION

It is the recommendation of this fact-finder that the following Vacation Provision be included in the parties'

bargaining agreement:

VACATION

1. Each full-time twelve month bargaining unit member shall receive the following vacation entitlement:

More than one (1) year and less than eight (8) years of continuous service - two (2) weeks.

Eight (8) years but less than eighteen (18) years of continuous service - three (3) weeks.

Eighteen (18) years or more of continuous service - four (4) weeks.

2. Each bargaining unit member who works 226 days or more but less than twelve (12) months shall be granted two (2) weeks vacation after the first year.

6. ASSOCIATION DUES AND FEES

The Association seeks a Fair Share Fee Provision. The Board objects to any fair share fee proposal.

The Association submits that the Fair Share Fee Provision which it seeks here is the same as that provided to the teachers' unit. The Association points out that its proposal agrees to hold the Board harmless for the collection of a fair share fee.

The Board claims that employees who do not wish to belong to the Association should not be forced to contribute dues or a fair share fee. The Board claims that it is at risk should the Association engage in unconstitutional conduct in the administration of the fair share program.

ANALYSIS - This fact-finder would recommend that there be a Fair Share Fee Provision in the agreement between the parties. First, the identical Fair Share Fee Provision proposed by the Association here is found in the teachers' contract. There appears to be no reason why the same association dues/fees and scholarship provision should not also be included in the contract for the support group. Moreover, it should be pointed out that the Board agreed to the same "hold harmless" provision contained in the Fair Share Fee Provision in the teachers'

contract. As such, the Board cannot now argue that the "hold harmless" language proposed is inadequate to protect it against any suit or claim arising out of the collection of the fair share fee for dues. The Fair Share Fee Provision offered by the Union herein is commonly found in public school collective bargaining agreements. It should be included in the parties' agreement.

RECOMMENDATION

It is the recommendation of this fact-finder that the Association Dues/Fees and Scholarship Provision proposed by the Union be included in the parties' bargaining agreement as more fully set forth on Attachment B.

ATTACHMENT B

Association Dues/Fees
and Scholarship

"1. Payroll deduction of Association and affiliate dues or fair share fee (or the alternate below) shall be deducted equally from all pays starting with the first pay in October, if the Association Treasurer submits the names and amount to be deducted for each person not later than September 15th annually. Moneys deducted shall be remitted to the Association within five (5) days of payday. There shall be a third alternative for those persons who file a written objection to paying the dues or fees with the Association President and District Treasurer by September 1 annually. Any objector who files a written notice referenced above by the deadlines indicated shall have the alternative to donate an amount equal to the fees to the Leo Welty Scholarship Fund which is administered by the Association in a fund established under the Uniform School Accounting System.

2. The Association agrees to hold the Board harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collections of fair share fees for dues, to indemnify the Board for any liability imposed upon it as a result of any such suit, claim or administrative proceeding, and to reimburse the Board for any and all expenses incurred by the Board in defending any such suit, claim or administrative proceeding. For purposes of this section, the term "Board" includes the Board of Education of the Northwestern Local School District, its members, the Treasurer, the Superintendent, and all members of the administrative bargaining unit.

3. Any person who elects to seek a SERB approved rebate shall automatically revert to fair share fee payor status and any moneys remitted on his/her behalf to the Leo Welty Scholarship Fund shall be forwarded by the District Treasurer for that year only."

7. STUDENT TUITION WAIVER

The Association proposes that non-resident children of bargaining unit members may attend the Northwestern Schools with tuition waived. The Board opposes such a proposal.

The Association basically contends that similar provisions are found in contracts in school districts in the area. The Board argues that it would have to incur expenses for additional students who do not come from contiguous school districts.

ANALYSIS - Comparable evidence indicates that student tuition waiver benefits are commonly provided to support staffs in school districts in the area. The Triway, Southeast, Dalton, Green and North Central school districts all provide support staffs with a student tuition waiver benefit. Moreover, the Board conceded that there would be few employees who actually would be affected by the Student Tuition Waiver Provision. As a result, any additional costs incurred by the district for implementing the student tuition waiver will be minimal.

RECOMMENDATION

It is the recommendation of this fact-finder that the Student Tuition Waiver Provision proposed by the Association be adopted and included in the parties' agreement as follows:

STUDENT TUITION WAIVER

Non-resident children of bargaining unit members may attend Northwestern Schools with tuition waived. Class placement is up to the Administration.

8. LIBRARY AIDES

The Association proposes a provision whereby library technicians will not be assigned to perform office functions. The Board opposes the Association's proposal.

ANALYSIS - The evidence produced indicates that there is no current problem involving any assignment of office functions to the library technicians. It appears that the Association's proposal was in response to assignments made to library aides several years ago during the move from the old to the new high school. This was a one time assignment and has not happened since. There simply was insufficient basis established for the Association's proposal.

RECOMMENDATION

It is the recommendation of this fact-finder that there be no Library Aides Provision as proposed by the Association.

9. CAFETERIA-HOURS

The Association proposes that there should be at least one head cook, one cook, and one dishwasher in each building. The Board opposes such a provision.

ANALYSIS - This fact-finder does not find that there was any need established to set forth staffing levels for the cafeterias in various buildings. Apparently, the Association's proposal was meant to address the concern it had with students being used under the supervision of bargaining unit members to perform certain work within the cafeterias such as acting as dishwashers. However, there was no showing made that such use of students by the school administration has in any way depleted bargaining unit work. Moreover, the Association's proposal would infringe upon the school administration's need to retain flexibility in assigning employees to the various cafeterias.

RECOMMENDATION

It is the recommendation of this fact-finder that there be no Hours/Staffing Provision for cafeteria employees as proposed by the Association.

10. CUSTODIAL - HOURS

The Association proposes that custodians' work include a paid thirty (30) minute lunch. The Board opposes a paid lunch break for custodians.

ANALYSIS - This fact-finder would not recommend a paid lunch provision for custodians. The current practice allows a custodian to take his lunch when he can during the workday. The fact that in most buildings there is only one custodian who must remain on call throughout the workday does not mean that they should gain a paid lunch break. There simply was no reason established for requesting this additional benefit which is not recommended.

RECOMMENDATION

It is the recommendation of this fact-finder that there be no paid lunch break as proposed by the Association.

11. SHIFT DIFFERENTIAL

The Association asks for a shift differential for custodians of fifteen cents (15¢) per hour second shift and thirty cents (30¢) per hour for third shift. The Board opposes any shift differential for custodians.

ANALYSIS - There was insufficient evidence presented to support a new Shift Differential Provision. There were no comparables submitted to show that such shift differentials are provided in other districts. For example, there is no Shift Differential Provision contained in the North Central support group contract. Moreover at the current time there is no third shift for custodians. The evidence also indicated that the custodians working the night shift have not sought to transfer to an earlier shift. Again, there simply was insufficient basis established for the shift differential proposal.

RECOMMENDATION

It is the recommendation of this fact-finder that there be no Shift Differential for custodians as proposed by the Association.

12. CALAMITY DAYS

The Association proposes that each full-time custodian be provided with one compensatory day off for each calamity day they are required to work. The Board opposes compensatory time off for working a calamity day.

ANALYSIS - The evidence shows that the parties have already tentatively agreed to a provision whereby any employee who is required to work a calamity day is receive premium pay of 1.25 times their normal hourly wage for hours worked. There was no reason established for providing premium pay and compensatory time off for working a calamity day. In that the premium pay provision for working a calamity day appears to be sufficient even for building custodians, this fact-finder would not recommend the compensatory time off provision for custodians who have to work calamity days.

RECOMMENDATION

It is the recommendation of this fact-finder that there be no compensatory time off provision for full-time custodians who are required to work a calamity day as proposed by the Association.

13. BUS DRIVERS - HOURS

The Association proposes that route time shall start at least fifteen minutes (15) before leaving storage and end at least fifteen minutes (15) after returning to storage. The Board opposes any contract language, requesting that current practice be retained.

ANALYSIS - There was insufficient showing that the current practice has created any difficulties for the bus drivers. That practice is to reflect in time submitted the actual time expended before leaving or returning to storage as determined by the driver and the supervisor. There was no justification established for a change in this policy or for the contract proposal submitted the the Association. As such, this fact-finder cannot recommend the Association's proposal regarding bus drivers' hours.

RECOMMENDATION

It is the recommendation of this fact-finder that there be no Bus Drivers - Hours Provision as proposed by the Association.

14. DURATION AND INTENT

The Association proposes a two year contract which would expire on June 30, 1997. The Board proposes a three year contract with an expiration date of June 30, 1998. Both parties are in accord that the Agreement shall become effective on July 1, 1995.

The Association is seeking for this unit the same contract expiration date as provided to the teachers' unit in order to achieve cost savings in bargaining. The Board argues that like the teachers' contract, there should be a three year agreement.

ANALYSIS - This fact-finder would recommend that there be a three year agreement between the parties. The teachers' contract is for three years and there was no reason presented as to why the agreement herein should not also be for three years duration.

It is apparent that a two year agreement would be inappropriate because it would mean that the parties would have to be back at the bargaining table within a relatively short period of time. This agreement will not be finalized until the parties are well into the first year of the agreement which will become effective July 1, 1995. As a result, it would be more reasonable to provide a contract expiration date of June 30, 1998.

as the Board proposes.

RECOMMENDATION

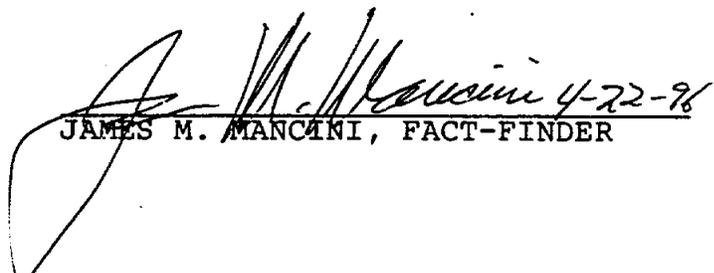
It is the recommendation of this fact-finder that there be a three (3) year agreement as more fully set forth below:

DURATION

- A. This contract and the appendices hereto constitute the whole Agreement between the Board and the Association and shall become effective July 1, 1995 and shall remain in full force and effect through June 30, 1998.

C O N C L U S I O N

In conclusion, this fact-finder hereby submits the above referred to recommendations on the outstanding issues presented to him for his consideration. Further, this fact-finder recommends that all tentative agreements previously reached by the parties should also be incorporated into the final agreement.

 4-22-96
JAMES M. MANCINI, FACT-FINDER

THIS CERTIFICATION OF FACT-FINDING VOTE WILL NOT BE ACCEPTED
FOR FILING IF THE PROOF OF SERVICE IS NOT COMPLETED.

PROOF OF SERVICE

I certify that an exact copy of the foregoing Certification of Fact-Finding Vote has been sent or delivered to

Richard C. Schneider, Ohio Education Association, 4111 Bradley Circle N.W.,

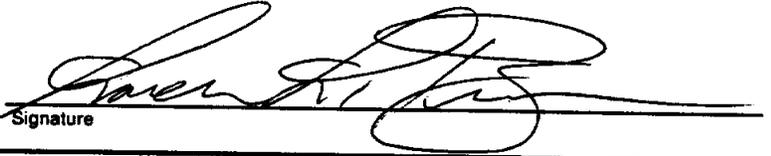
(Name and complete address of representative of employee organization)

Suite 150, Canton, Ohio 44718-2537

by regular U.S. mail

(Manner of delivery, e.g. regular or certified U.S. mail, hand delivery)

this 29th day of April, 19 96


Signature

PURSUANT TO RULE 4117-9-05(N) OF THE ADMINISTRATIVE CODE, FAILURE TO SERVE UPON THE BOARD AND THE EMPLOYEE ORGANIZATION THE REQUIRED VOTING INFORMATION WITHIN TWENTY-FOUR HOURS OF THE EXPIRATION OF THE SEVEN-DAY VOTING PERIOD SHALL CONSTITUTE FAILURE TO REJECT THE RECOMMENDATIONS, AND THE RECOMMENDATIONS SHALL BE DEEMED ACCEPTED AS THE RESOLUTION OF ISSUES SUBMITTED TO FACT-FINDING. ORAL NOTIFICATION TO THE BOARD OR THE EMPLOYEE ORGANIZATION SHALL NOT CONSTITUTE TIMELY COMPLIANCE WITH THIS RULE.