

**FACTFINDING REPORT**

**STATE EMPLOYMENT  
RELATIONS BOARD**

**Nov 15 10 05 AM '96**

**STATE OF OHIO**

**STATE EMPLOYMENT RELATIONS BOARD**

November 13, 1996

In the Matter of :

Sylvania City Schools )

and )

Sylvania Education Association )

Case No. 96-MED-06-0557

**APPEARANCES**

**For the Employer:**

B. Gary McBride, Attorney  
Patrick C. Bernardo, Superintendent  
Rona F. Simon, Assistant Superintendent  
James H. Yockey, Principal

Toni L. Gerber, Principal  
William Freitag, Director, Student Services  
Daniel M. Romano III, Treasurer

**For the Union:**

Carleton W. Smith, OEA, Consultant  
Perry Lefevre, SEA, Vice President  
Jennifer Reihing, Negotiations Team  
William Otten, OEA, Consultant  
Kathy Lewis, Negotiations Team  
Karen Sigler, Negotiations Team

Chris Albright, SEA, Vice President  
Craig DeCrane, SEA, President  
Bridgette Beeler, SEA, Vice President  
Faye Francis, Negotiations Team  
Marci Reimund, OEA  
Mike McClellan, SEA, Past President

**Factfinder:**

Nels E. Nelson

## **BACKGROUND**

The instant dispute involves the Sylvania City Schools and the Sylvania Education Association. The parties began negotiations in June 1996 for an agreement to replace the one due to expire August 31, 1996. When they were unable to reach agreement, the Factfinder was appointed on August 1, 1996. At that time the parties waived the statutory time limits for factfinding in order to continue negotiations.

The parties notified the Factfinder on August 22, 1996 that they wished to proceed to factfinding. On September 27, 1996 a factfinding hearing was conducted. This was followed by a mediation session on October 2, 1996. However, settlement of the dispute was complicated by a vote scheduled for November 5, 1996 to reduce a 6.7 mill, which had been passed in August 1996, to 2.5 mills. When no settlement was reached, the parties accepted the Factfinder's suggestion to delay the issuance of the factfinding report until after the vote.

On November 6, 1996 the Factfinder contacted the parties. He learned that the voters had decided by a narrow margin to reduce the levy to 2.5 mills. The parties agreed that the factfinding report should be issued November 13, 1996.

The recommendations of the Factfinder are based upon the criteria set forth in Section 4117-9-05(k) of the Ohio Administrative Rules. They are:

- (a) Past collectively bargained agreements, if any, between the parties;
- (b) Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- (c) The interest and welfare of the public, and the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
- (d) The lawful authority of the public employer;
- (e) The stipulations of the parties;

(f) Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed upon dispute procedures in the public service or in private employment.

## ISSUES

Twenty-eight issues were submitted to the Factfinder. Because of the large number of issues and a desire to expedite the issuance of the report, the parties agreed that the Factfinder did not need to summarize the positions of the parties or discuss the rationale for his recommendations. Consequently, the Factfinder will offer only a few brief comments with respect to selected issues.

1) Article III - Rights and Responsibilities, Section B - Rights of Individual, Paragraph 6 - The Factfinder must reject the association's proposal that would prohibit the board from requiring teachers to administer medications or to provide nursing services and the board's language that would require a teacher to do so when such is mandated by an Individual Education Plan. In the past necessary medications and nursing services have been provided by teachers or aides who have volunteered to do so. This practice should continue rather than making teachers responsible for catheterizations, insertion of feeding tubes, or similar activities.

Recommendation - The Factfinder recommends that both of the parties' demands be rejected.

2) Article VI - School Calendar, Section A, Paragraph 1(c)(4) - The Factfinder must deny the association's demand that it have the sole responsibility to plan two staff development days during the term of the contract. The joint planning of staff development days will provide an opportunity for the parties to work together.

Recommendation - The Factfinder recommends the following contract language:

Two (2) additional days will be distributed within the school calendar which will consist of two (2) days of staff development. These two (2) days will be scheduled by the Calendar Committee.

3) Article VII - Assignments and Procedures, Section D, Paragraph 3 - Teacher Work Day - The Factfinder cannot grant the association's request to increase planning time for elementary teachers. Although planning time at the elementary schools is less than at the high school and less than in nearby districts, elementary teachers get additional time at lunch beyond the 30-minute lunch required by the contract.

Recommendation - The Factfinder recommends current contract language.

4) Article VIII - Class Size, Section A - Size Guidelines - The Factfinder must deny the reductions in class size sought by the association as prohibitively expensive.

Recommendation - The Factfinder recommends current contract language.

5) Article VIII - Class Size, Section B - Relief, Paragraph 1 - The Factfinder must reject the association's demand which would require action when the class size exceeds the limit by three students rather than five students as too costly.

Recommendation - The Factfinder recommends current contract language.

6) Article VIII - Class Size, Section B - Relief, Paragraph 2 - The Factfinder cannot grant the association's demand to require the same limits on class size in art, music, and physical education classes as other classes. He is not convinced that the size of these classes has been a significant problem. The Factfinder believes that the parties should be able to work together to resolve the few problems that might arise.

Recommendation - The Factfinder recommends current contract language.

7) Article VIII - Class Size, Section C - Integrating Special Needs Students,

Paragraph 3 - The Factfinder must reject the association's demand that a teacher's aide be assigned to a classroom whenever more than one special needs student is placed in the class and to establish a ratio of one aide for every two special needs students.

Recommendation - The Factfinder recommends current contract language.

8) Article IX - Assignment & Transfer, Section C - Reassignment, Paragraph 6 - The Factfinder recommends the adoption of the association's demand which would prohibit a layoff as a result of a reassignment. He believes that the association's concern regarding job security is entirely understandable.

Recommendation - The Factfinder recommends the following contract language:

A reassignment cannot cause a layoff, cause a layoff to continue, or block a recall.

9) Article XI - Leaves and Absences, Section F - Sick Leave, Paragraph 4 - Sick Leave Bank (New Language) - The Factfinder must deny the association's demand for a sick leave bank. This issue should be considered by the labor-management committee.

Recommendation - The creation of a sick leave bank should be added to the agenda of the labor-management committee.

10) Article XIV - Wages, Section A - The primary issue in the instant dispute is the base salary. The base salary for the 1995-96 school year was \$24,468. The association demands that the base salary be increased by 5% in 1996-97, 1997-98, and 1998-99. It states that once the 6.7 mill levy was passed in August 1996, the money that it produced became bargainable regardless of the outcome of the vote to reduce the rate to 2.5 mills. The board offered no salary increase for 1996-97 and 2% increases for the two succeeding years. Its proposal was contingent on the failure of the attempt to reduce the amount of the levy. The board presented no proposal for salaries should the levy be reduced.

**Board Position** - The board contends that any salary increase must be affordable. It points out that if the levy is reduced, the result will be deficits of \$429,860; \$2,256,990; and \$5,134,650 in fiscal years 1997, 1998, and 1999. The board states that this will require it to make cuts or to borrow. It indicates that if the reduction effort fails, it can pay the \$1,549,927 cumulative cost of its offer. The board stresses, however, that even if the 6.7 mill levy stands, it cannot afford the \$7,912,981 cumulative cost of the association's proposal.

The board contends that its offer is competitive. It reports that its base salary is first among the eight Lucas County school districts plus Perrysburg and Rossford in Wood County. The board claims that its 1995-96 base salary exceeds the 1996-97 base salaries in all of the comparable districts except Ottawa Hills. It maintains that its competitive position is strengthened by the width and depth of its salary schedule.

The board asserts that its offer is reasonable. It points out that three-year salary settlements reported to the Ohio School Boards Association average 2.4% in the first year, 2.5% in the second year, and 2.8% in the third year. The board notes that in the fiscal year 1991 it ranked last in average salary among the comparable districts but by 1995 it ranked fourth out of the ten districts and had the greatest percentage increase in average salary over the time period.

**Association Position** - The association argued that its salary demand ought to be granted. It provided the BA minimum, MA minimum, and MA maximum salaries for 18 districts with similar ADM's, 50 districts with similar valuations per pupil, and 6 districts with similar ADM's and valuations per pupil (no summary statistics were included). The association indicates that among the ten area districts Sylvania ranks third in median income, sixth in valuation per pupil, fourth in the percentage of students on welfare, and sixth in instructional spending per pupil.

The association contends that with the revenue produced by the 6.7 mill levy the board can pay its salary demand. It maintains that the \$1,603,825 cost in fiscal year 1997

can be paid from the \$3,255,992 balance on June 30, 1996; the additional \$1,696,932 in 1998 can be paid from the \$5,900,00 increase in local property tax revenue and the \$1,652,825 carryover from the previous year. The association points out that the additional \$1,792,854 cost in 1999 is outside what must be certified. However, it stresses that even if it wasn't, the \$14,655,992 in accumulated balances and additional taxes greatly exceeds the \$9,998,196 cumulative cost of its proposal.

Analysis - The Factfinder faces a difficult task in trying to formulate a salary recommendation that will be acceptable to both sides. He believes that three important facts should be noted. First, on November 5, 1996 the 6.7 mill levy, which was passed in August 1996, was reduced to 2.5 mills. This means that the board will receive \$1,865,033 less than anticipated in 1996-97; \$3,767,366 less in 1997-98; and \$3,842,713 less in 1998-99. Regardless of the feelings of the association, this decreases the amount of money available to the board. The Factfinder cannot escape the fact that the ability of a public employer to finance a salary recommendation is one of the statutory criteria governing factfinding.

Second, teachers in the district enjoy relatively high salaries. The parties appear to agree that the other Lucas County districts plus Perrysburg and Rossford are comparable districts. The data indicate that Sylvania's base salary in 1995-96 was the highest among the ten districts and was \$1786 above the average for the other nine districts. The salaries received by comparable employees is a key factor in factfinding.

Third, the data submitted by the board suggests that recently negotiated three-year teacher contracts include annual salary increases in the 2.5% to 3.0% range. The data from the Ohio School Boards Association indicate that three-year agreements in Ohio contain increases which average 2.5% in the first year, 2.5% in the second year, and 2.8% in the third year. The board's information for the nine nearby districts reveal that the average increase for 1996-97 is 3.0% (excluding what appears to be a catch-up increase in one district), 2.8% for the 1997-98 school year, and 3.0% for the 1998-99 school year (based

on only two districts). Salary increases received by other similar employees is a factor normally taken into account in factfinding.

Based on the above considerations and the other statutory criteria, the Factfinder recommends that the base salary be frozen in the 1996-97 school year and then increased by 4% effective at the beginning of the 1997-98 school year and 4% effective at the beginning of the 1998-99 school year. This recommendation reflects the loss of revenue due to the reduction in the levy and provides time for the board to attempt to restore the amount of the levy or make adjustments in other spending. It also takes into account the fact that the base salary for teachers in the district in 1995-96 was higher than the base salary for teachers in eight of nine of the comparable districts for 1996-97. The recommended 8% increase in the base salary over the life of the agreement leaves the base salary in the district in approximately the same position vis-a-vis other districts as where it has been placed by many years of bargaining.

**Recommendation** - The Factfinder recommends the following contract language:  
The base salary shall be frozen for the 1996-97 school year and then shall be increased by 4.0% effective at the beginning of the 1997-98 school year and 4.0% effective at the beginning of the 1998-99 school year.

11) **Article XIV - Wages, Section C - Summer School and Tutoring** - The Factfinder recommends that the rates for summer school and tutoring be increased by the same percentages as the base salary.

**Recommendation** - The Factfinder recommends the following contract language:

The hourly rate for summer school teachers and hourly paid tutors shall be frozen for the 1996-97 school year.

Effective the beginning of the 1997/98 school year the hourly rate for summer school teachers and hourly paid tutors will be increased by 4%.

Effective the beginning of the 1998/99 school year the hourly rate for summer school teachers and hourly paid tutors will be increased by 4%.

12) Article XIV, Wages, Section D, Paragraph 1(h) - The board proposes to eliminate language from this section language which refers to September 1981 which it states is moot. The association accepts with the board's proposal provided it agrees to place Veronica Zak on the appropriate step in column four of the salary schedule retroactive to January 1, 1991. The board offers to place Zak at the appropriate place on the schedule effective at the beginning of the 1994-95 school year.

The Factfinder recommends that the board's proposal be adopted and the resolution of the Zak case be left to another forum.

Recommendation - The Factfinder recommends the following contract language:

Vocation teachers in a position that does not require a college degree in education shall have their previous training and experience evaluated by the Assistant Superintendent and shall then be placed in a specific experience bracket in the proper class of the salary schedule. Advancement to a higher classification on the salary schedule may be achieved by meeting the yearly credit requirements for certification required by the State of Ohio and by completion of the following educations requirements:

(If the certification requirements for a vocational program are changed, then the teachers in that program will be re-evaluated for placement on the salary schedule.)

13) Article XIV, Wages, Section E, Pay Dates, Paragraphs 1 - 3 - The Factfinder engaged in extensive discussions with the parties regarding pay dates.

Recommendation - The Factfinder recommends the following contract language:

Pay dates for the 1996-197 school year shall be:

September 6, 20; October 4, 18; November 1, 15, 27; December 13, 27; January 10, 24; February 7, 21; March 7, 21; April 4, 18; May 2, 16, 30; June 13, 27; July 11, 25; August 8, 22.

Pay dates for the 1997-98 school year shall be:

September 5, 19; October 3, 17, 31; November 14, 26; December 12, 26; January 9, 23; February 6, 20; March 6, 20; April 3, 17; May 1, 15, 29; June 12, 26; July 10, 24; August 7, 21.

Pay dates for the 1998-99 school year shall be:

September 4, 18; October 2, 16, 30; November 13, 25; December 11, 23; January 8, 22; February 5, 19; March 5, 19; April 1, 16, 30; May 14, 28; June 11, 25; July 9, 23; August 6, 20.

This schedule is contingent upon the first scheduled day of work according to the school district calendar being no later than August 25.

14) Article XIV, Wages, Section E, Pay Dates, Paragraph 7(a) - The Factfinder believes that the issue of pay dates for supplemental contracts is settled by the resolution of issue 12. No change in the current contract language is required.

Recommendation - The Factfinder recommends current contract language.

15) Article XIV, Wages, Section E, Extended Time Allowance, Paragraph 2 - The Factfinder must deny the association's demand to increase the extended time for junior high school counselors from 10 days to 20 days per junior.

Recommendation - The Factfinder recommends current contract language.

16) Article XIV, Wages, Section E, Extended Time Allowance, Paragraph 4 (New Language) - The Factfinder must reject the association's demand that would require the board to issue extended time contracts for teachers in the co-op program with the number of hours determined by past practice.

Recommendation - The Factfinder recommends that the association's demand be denied.

17) Article XIV - Wages, Section I - Extra Duty Pay, Paragraph 1 - The Factfinder believes that the rate of pay for extra duty should be increased by the same percentage as the base salary.

Recommendation - The Factfinder recommends the following contract language:

Every effort will be made to secure substitutes in the absence of a regular

classroom teacher. If a teacher is absent one-half (1/2) day or more and a substitute is not available to fill the position, the regular staff member who assumes the responsibility will be compensated as follows:

The hourly rate of pay shall be frozen for the 1996-97 school year. The hourly rate of pay shall be increased by 4% effective at the beginning of the 1997-98 school year and 4% effective at the beginning of the 1998-99 school year.

18) Article XIV, Wages, Section I, Paragraph 2 (New Language) - The Factfinder cannot recommend the association's proposal dealing with the absence of a counselor. It would allow counselors who are at work to share a \$150 stipend after five days of absence retroactive to the first day. The Factfinder, however, believes that counselors are entitled to compensation if they are required to continue to perform additional work due to the absence of a colleague.

Recommendation - The Factfinder recommends the following contract language:

Beginning with the sixth consecutive day of a counselor's absence, any other counselor who is required to perform extra work shall be compensated for the extra work pursuant to Article XIV, Section I, Paragraph 1. Prior approval shall be required for all extra compensation.

19) Article XIV - Wages, Section I - Payment of Unused Sick Leave - The Factfinder recommends that the association's proposal for an increase in the sick leave buy-out be denied. The current provision compares favorably with nearby districts and is granted at the same rate as for administrators.

Recommendation - The Factfinder recommends that current contract language be retained.

20) Article XIV - Wages, Section L - Early Retirement Incentive Plan (New Language) - The Factfinder must deny the association's demand for the creation of an early retirement incentive plan.

Recommendation - The Factfinder recommends that the association's demand be denied.

21) Article XV, Fringe Benefits, Section A - The Factfinder must reject the association's demand to reduce the employee premium contribution from \$30 to \$15 for single coverage and from \$60 to \$30 for family coverage.

Recommendation - See the language recommended for issue 22.

22) Article XV, Fringe Benefits, Section A - The association proposes replacing the reference to Blue Cross-Blue Shield with a reference to Paramount HMO. The board seeks to eliminate any reference to a specific carrier. The Factfinder believes that since the association agrees that the board has the right to change carriers provided the coverage is not reduced and since he will recommend the association's demand that the current coverage be specified in Appendix K of the contract, there is no point to naming a specific carrier in the contract.

Recommendation - The Factfinder recommends the following contract language:

The Board shall purchase, from a carrier licensed by the State of Ohio, basic hospital/surgical insurance coverage and major medical insurance for each certificated employee now or hereafter employed and his/her family which meets or exceeds the specifications listed in Appendix K. The full cost of the HMO insurance and any increase thereof shall be paid by the Board. Effective September 1, 1995, employees enrolled in the Major Medical Insurance Plan shall pay \$30 per month for the single plan and \$60 per month for the family plan. From time to time the Board may elect to change carriers and coverage. It is authorized to do so but such change shall not in any event reduce coverage below the specifications listed in Appendix K.

23) Article XV, Fringe Benefits, Section A - The Factfinder must deny the board's demand that would require spouses and dependents of bargaining unit members who are employed by an employer that offers hospitalization insurance to enroll in the insurance to the fullest extent possible.

Recommendation - The Factfinder recommends that the board's proposal be denied.

24) Article XV, Fringe Benefits, Section A, Appendix K - The Factfinder must grant the association's request to replace the specifications of the previous Blue Cross-Blue Shield coverages with the specifications of the current Paramount coverages.

Recommendation - The Factfinder recommends current contract language except that "Paramount HMO" be changed to "HMO" and "Paramount Flex/Flex Plus" be changed to "Comprehensive Major Medical."

25) Article XV, Fringe Benefits, Section D, Prescription Drug Insurance - The Factfinder must reject the association's demand to eliminate the co-insurance at nonparticipating pharmacies. The list of participating pharmacies is extensive and eliminating the co-insurance at nonparticipating pharmacies would increase the cost of the plan with little or no real gain for bargaining unit members. Since the board has the right to change carriers provided the plan meets certain specifications, he recommends that the reference to the current carrier be eliminated.

Recommendation - The Factfinder recommends the current language except that the reference to PCI be eliminated.

26) Article XVI, Reimbursement, Section B - Additional Training Stipend - The Factfinder recognizes that tuition reimbursement is an important issue for both sides. The current agreement requires the board to reimburse staff members for 90% of the cost of tuition for "successfully completed college work related to the education field." The association seeks to increase the board's share to 95%. The board proposes capping the reimbursement at \$1500 per employee for the three-year life of the contract.

Board Position - The board argues that its demand is reasonable. It states that no nearby district reimburses teacher for tuition expenditures to the same extent that it does. The board indicates that its spending on tuition reimbursement rose from \$118,472 in 1993-94 to \$159,478 in 1995-96. It further charges that the cost of tuition reimbursement

to the district is exceptionally high because it "actually pays twice -- once for the reimbursement and again for the increase in salary, when the courses accumulate such that the teacher moves to a higher column on the salary schedule."

Association Position - The association contends that its position is justified. It maintains that it is responding to the new teacher licensure law which requires continuing education to maintain a teaching license. The association claims that if tuition is \$148.05 per quarter hour and a teacher takes 15 quarter hours over the term of the contract to maintain licensure, the current contract requires the board to pay \$1,998.67 of the \$2,220.75 cost while under the board's proposal it would pay only \$1500. It notes that for the 515 teachers in the bargaining unit the "projected value of this takeaway ... is \$2,008,500."

Analysis - The Factfinder believes that the board's demand to modify the current tuition reimbursement provision is justified. The board spent nearly on \$160,000 on tuition in 1995-96 which represents an increase of 34% since the 1993-94 school year. Furthermore, the data presented by the board establish that the tuition reimbursement plan in Sylvania far outstrips the benefit in comparable districts.

Despite these facts the Factfinder cannot recommend the board's proposal. It represents a very significant departure from the past contract. A teacher who is taking more than a single course each year would experience a very significant increase in his or her costs. Many teachers with the least education and the lowest salaries would find it difficult to increase their educational credentials.

The Factfinder believes that a simple way to reduce the board's tuition costs is to require teachers to pay a larger share of the cost of tuition. If the board must pay 75% of the cost rather than 90%, it will save a significant amount even assuming that there is no reduction in the number of credit hours taken. In addition, the 15% increase in the cost of tuition for teachers will result in fewer teachers taking fewer courses. The result should be a substantial saving for the board without an undue burden on an individual teacher.

**Recommendation** - The Factfinder recommends the following contract language:

The Board of Education will reimburse staff members for seventy-five percent (75%) of the cost of tuition for successfully completed college work related to the education field upon presentation of appropriate receipts and transcripts. This reimbursement will not exceed the usual and customary tuition charged by Ohio state universities for instate students.

27) **Article XXV, Site-Based Decision-Making (New Language)** - The Factfinder must reject the association's detailed proposal relating to site-based management. He believes that a committee should be formed to consider the process for examining the site-based management issue. This will allow all of the stake-holders to play a role in the discussions.

**Recommendation** - The Factfinder recommends the following contract language:

A committee shall be formed to discuss the process for considering site-based management. It shall consist of four members appointed by the president of the association and four members appointed by the superintendent.

28) **Appendix B, Extracurricular Schedule** - The Factfinder recommends that the association's proposal to create additional positions be denied.

**Recommendation** - The Factfinder recommends current contract language.



---

Nels E. Nelson  
Factfinder

November 13, 1996  
Russell Township  
Geauga County, Ohio