

FACT-FINDING REPORT
STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD
NOVEMBER 11, 2004

STATE EMPLOYMENT
RELATIONS BOARD
2004 NOV 15 P 12:07

IN THE MATTER OF:
OWENS COMMUNITY COLLEGE
AND
OWENS FACULTY ASSOCIATION

CASE NO.

03-MED-12-1410

APPEARANCES:

FOR THE COLLEGE:

PATTY WISE, ESQ. – ATTORNEY

DAWN WETMORE - ASSOCIATE DEAN

BRUCE WAY - DEAN, ARTS & SCIENCE

BETTY VALENTINE - HUMAN RESOURCES

TOM SINK - DEAN, LIBRARY

MARK DIRIVAGE - DEAN, INDUSTRIAL & ENGINEERING

DEB CIECKA - CHAIR, EARLY CHILDHOOD

DAVID BASICH - ASSOCIATE VICE PRESIDENT, BUSINESS AFFAIRS

GENE LAPKO - VICE PRESIDENT/HUMAN RESOURCES

CHUCK MANN - VICE PRESIDENT/BUSINESS

PAUL UNGER - PROVOST

FOR THE ASSOCIATION:

JOHN ROCA, ESQ.

PAUL ADAMS

HOD DOERING

DAVID MATHENY

ANGELA L. ONDRUS

DANIEL ROUTZON

SIVA SAKTHIVEL

RUBY WHITE

CAROL RUSSELL

DENISE SPOHLER

ROBERT CONNOUR, II

TOM DERIVAN

SHELLEY KERTESZ

SHARON STEIN

DIANE MCDOUGLE

DONALD LEONHARDT

MICHAEL R. FRANCIS

RANDY RATLIFF

FACT-FINDER:

LOUIS M. THOMSON, JR.

BACKGROUND:

THE FACT-FINDING INVOLVES THE OWENS COMMUNITY COLLEGE ("COLLEGE") AND THE OWENS FACULTY ASSOCIATION ("ASSOCIATION").

THE COLLECTIVE BARGAINING UNIT AS CERTIFIED BY THE STATE EMPLOYMENT RELATIONS BOARD ("SERB") IS DEFINED AS FOLLOWS:

INCLUDED: ALL FULL-TIME TEACHING FACULTY MEMBERS AT BOTH THE MAIN AND FINDLAY CAMPUSES, AND FULL-TIME COUNSELORS, ACADEMIC PROGRAM LAB TECHNICIANS, PROFESSIONAL LIBRARY STAFF, AND CHILDCARE LAB TEACHERS. FULL-TIME TEACHING FACULTY ARE TO BE DEFINED AS THOSE FULL-TIME TEACHING EMPLOYEES WHO ARE NOW COMPENSATED UNDER THE OWENS FACULTY SALARY/CERTIFICATION SCHEDULE AS PUBLISHED IN THE CURRENT OWENS FACULTY HANDBOOKS, ALSO KNOWN AS AND DESCRIBED IN SECTION 1.01.00 OF THE AGREEMENT BETWEEN OWENS STATE COMMUNITY COLLEGE AND THE OWENS FACULTY ASSOCIATION (FEBRUARY 17, 2001 TO FEBRUARY 16, 2004) AS THE FULL-TIME TEACHING FACULTY OF THE MAIN AND FINDLAY CAMPUSES FOR THE PURPOSES OF COLLECTIVE BARGAINING WITH RESPECT TO RATES OF PAY, HOURS OF EMPLOYMENT, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

EXCLUDED: DEANS, CHAIRS OF DEPARTMENTS OR DIVISIONS, DIRECTORS, MANAGEMENT LEVEL EMPLOYEES, SUPERVISORS, PART-TIME AND HALF-TIME FACULTY MEMBERS, CONFIDENTIAL EMPLOYEES, STUDENTS, INTERNS, CASUAL AND SEASONAL EMPLOYEES AS DEFINED IN OHIO REVISED CODE (ORC) SECTION 4117 AND ALL OTHER EMPLOYEES, ALSO KNOWN AS AND DESCRIBED IN SECTION 1.02.00 OF THE AGREEMENT BETWEEN THE OWENS STATE COMMUNITY COLLEGE AND THE OWENS FACULTY ASSOCIATION (FEBRUARY 17, 2001 TO FEBRUARY 16, 2004) AS DEANS, CHAIRS OF DEPARTMENTS OR DIVISIONS, DIRECTORS, MANAGEMENT LEVEL EMPLOYEES, SUPERVISORS, PART-TIME AND HALF-TIME FACULTY MEMBERS, CONFIDENTIAL EMPLOYEES, STUDENTS, INTERNS, CASUAL AND SEASONAL EMPLOYEES AS DEFINED IN OHIO REVISED CODE (ORC) SECTION 4117 AND ALL OTHER EMPLOYEES.

THERE ARE CURRENTLY 227 MEMBERS IN THE BARGAINING UNIT.

THE DATE OF CERTIFICATION OR RECOGNITION OF THE EMPLOYEE ORGANIZATION.

THE EMPLOYEE ORGANIZATION WAS CERTIFIED BY SERB ON FEBRUARY 16, 1989, PURSUANT TO THE SERB-CONDUCTED SECRET BALLOT ELECTION WHICH TOOK PLACE ON JANUARY 19, 1989. THE COUNSELORS AND AUTOMOTIVE TRAINING

SPECIALISTS WERE ADDED TO THE UNIT VIA AN OPT-IN ELECTION ON JULY 23, 1992, PURSUANT TO THE SERB-CONDUCTED SECRET BALLOT OPT-IN ELECTION ON JUNE 29, 1992. THE ACCRETED GROUP, INCLUDING ACADEMIC PROGRAM LAB TECHNICIANS, PROFESSIONAL LIBRARY STAFF, AND CHILDCARE LAB TEACHERS, WAS ADDED TO THE UNIT VIA AN OPT-IN ELECTION ON SEPTEMBER 3, 2003.

A GENERAL DESCRIPTION OF THE FUNCTION OF THE EMPLOYER AND A GENERAL DESCRIPTION OF THE FUNCTION OF THE EMPLOYEES IN THE UNIT.

OWENS COMMUNITY COLLEGE IS AN INSTITUTION OF HIGHER EDUCATION ESTABLISHED AND OPERATED IN ACCORDANCE WITH ORC SECTION 3358 WHICH GOVERNS STATE COMMUNITY COLLEGES. IT IS LOCATED IN PERRYSBURG, OHIO. THE FUNCTION OF THE COLLEGE IS TO OVERSEE ALL EDUCATIONAL AND BUSINESS AFFAIRS OF THE COLLEGE. THIS MISSION IS FULFILLED BY PROVIDING A BROAD RANGE OF EDUCATIONAL PROGRAMS TO FULL-TIME AND PART-TIME STUDENTS EARNING ASSOCIATE (TWO-YEAR) DEGREES OR OBTAINING CONTINUING EDUCATION THROUGH DAY AND/OR EVENING CLASSES, THEREBY ACCOMMODATING THE NEEDS OF STUDENTS WHO CURRENTLY HOLD FULL-TIME JOBS. THE COLLEGE ALSO PROVIDES EDUCATIONAL SERVICES DIRECTLY TO BUSINESS AND INDUSTRY IN THE AREA, INCLUDING TRAINING ON THE EMPLOYER'S PREMISES. DEGREES ARE AVAILABLE IN SUCH DIVERSE AREAS AS NURSING, ACCOUNTING, BUSINESS MANAGEMENT, INFORMATION TECHNOLOGY, MECHANICAL ENGINEERING, QUALITY AND ENVIRONMENTAL ENGINEERING TECHNOLOGY, AGRI-BUSINESS TECHNOLOGY, FINANCIAL MANAGEMENT

TECHNOLOGY AND THE TRANSFER DEGREES OF ASSOCIATE OF ARTS AND SCIENCE. THIS LIST IS NOT AN EXHAUSTIVE LIST OF PROGRAM MAJORS, BUT RATHER A SAMPLING OF SOME OF THE MANY POSSIBLE PROGRAM MAJORS AVAILABLE TO STUDENTS AT THE COLLEGE. DEGREES ARE ALSO AVAILABLE WHICH TAILOR PROGRAMS TO SPECIFIC STUDENT NEEDS BY COMBINING TWO AREAS OF CONCENTRATION WHERE GOALS ARE NOT MET BY AN EXISTING PROGRAM.

THE FUNCTION OF THE BARGAINING UNIT IS TO TEACH THE STUDENTS OF THE COLLEGE AND TO FULFILL THE GOALS OF THE EDUCATIONAL PROGRAM AND THE MISSIONS OF THE COLLEGE.

A LIST OF DATES ON WHICH THE PARTIES HAVE MET TO ENGAGE IN COLLECTIVE BARGAINING PURSUANT TO CURRENT EFFORT TO NEGOTIATE A COLLECTIVE BARGAINING AGREEMENT.

NEGOTIATION SESSIONS: FEBRUARY 6, 13, 15, 20, 22, 27, 29, MARCH 5, 19, 21, 26, 28, APRIL 2, 4, 12, 14, 16, 18, 20, 22, 23, 25, 26, 28, 30, MAY 2, 4, 6, 7, 11, 12, JUNE 22, AUGUST 24, SEPTEMBER 27, 28, 29, 30 AND OCTOBER 5, 2004. FOLLOWING THE OCTOBER 12, 2004 MEETING A SMALL GROUP MET ON OCTOBER 13, 2004 AND A SECOND FACT-FINDING HEARING WAS HELD ON NOVEMBER 1, 2004.

A STATEMENT SPECIFYING ALL UNRESOLVED ISSUES AND THE POSITION OF THE PARTY WITH REGARD TO EACH UNRESOLVED ISSUE.

DURING THE NEGOTIATIONS, THE COLLEGE BROUGHT FORWARD A PROPOSAL, EXHIBIT 34, OFFERING A ONE-YEAR EXTENSION TO THE EXISTING CONTRACT ALONG WITH A THREE (3) PERCENT INCREASE TO THE BASE SALARY OF ALL BARGAINING UNIT MEMBERS. THIS PROPOSAL WAS PREMISED ON EXTENDING THE NEGOTIATION PERIOD IN ORDER TO BETTER UNDERSTAND THE ASSOCIATION'S POSITION ON OUTSTANDING ARTICLES AND TO BRING SOME CERTAINTY TO THE TABLE REGARDING THE FINANCIAL CLIMATE OF THE STATE OF OHIO. THE PROPOSAL WAS FIRST OFFERED ON AUGUST 24, 2004, AND IMMEDIATELY REJECTED BY THE ASSOCIATION. THE SAME OFFER WAS AGAIN PRESENTED ON SEPTEMBER 21, 2004 AND AGAIN REJECTED. ON OCTOBER 5, 2004, THE COLLEGE EXTENDED THE OFFER YET A THIRD TIME, AND THE ASSOCIATION STATED THAT THE OFFER HAD EXPIRED. THE COLLEGE INDICATED THE OFFER COULD BE EXTENDED. THE ASSOCIATION IN TURN REJECTED THIS PROPOSAL.

NUMEROUS ISSUES REMAIN UNRESOLVED. DIFFERENCES ARE SO BROAD ON MOST ISSUES THAT ANY SUMMARY OF THESE DIFFERENCES WOULD ALMOST BE AS LENGTHY AS THE TEXT OF THE PROPOSALS. ISSUES WHICH REMAIN UNRESOLVED INCLUDE THE FOLLOWING:

ARTICLE 3	ASSOCIATION RIGHTS
ARTICLE 3A	ASSOCIATION REPRESENTATIVES: RIGHTS & LEAVES
ARTICLE 3B	ASSOCIATION SECURITY & CHECK OFF
ARTICLE 3C	SHARED GOVERNANCE
ARTICLE 5	NO STRIKE/NO LOCKOUT

ARTICLE 6	BARGAINING UNIT CONTRACT YEAR
ARTICLE 7	BARGAINING UNIT MEMBER WORKLOAD
ARTICLE 8	EDUCATION AND PROFESSIONAL DEVELOPMENT
ARTICLE 9	NONRENEWAL AND TERMINATION OF INDIVIDUAL CONTRACTS
ARTICLE 10	SALARY
ARTICLE 11	SUPPLEMENTAL BENEFITS
ARTICLE 12	REDUCTION IN FORCE
APPENDIX A	SICK LEAVE
OTHER TOPICS	

TECHNOLOGICAL CHANGE

PERFORMANCE EVALUATIONS

RETRENCHMENT

RETROACTIVITY AND SIGNING BONUS

THE OHIO PUBLIC EMPLOYEE BARGAINING STATUTE SETS FORTH THE CRITERIA THE FACT-FINDER IS TO CONSIDER IN MAKING RECOMMENDATIONS. THE CRITERIA ARE SET FORTH IN RULE 4117-9-05. THE CRITERIA ARE:

- (1) PAST COLLECTIVELY BARGAINED AGREEMENTS, IF ANY.
- (2) 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.

- (3) 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 STANDARDS OF PUBLIC SERVICE.
- (4) THE LAWFUL AUTHORITY OF THE PUBLIC EMPLOYER.
- (5) ANY STIPULATIONS OF THE PARTIES.
- (6) SUCH OTHER FACTORS, NOT CONFINED TO THOSE LISTED ABOVE WHICH ARE NORMALLY OR TRADITIONALLY TAKEN INTO CONSIDERATION IN THE DETERMINATION OF ISSUES SUBMITTED TO MUTUALLY AGREE-UPON DISPUTE SETTLEMENT PROCEDURES IN THE PUBLIC SERVICE OR PRIVATE EMPLOYMENT.

THE REPORT IS ATTACHED AND THE FACT-FINDER HOPES THE DISCUSSION OF THE ISSUES IS SUFFICIENTLY CLEAR TO BE UNDERSTANDABLE. IF BOTH OF THE PARTIES REQUIRE A FURTHER DISCUSSION, HOWEVER, THE FACT-FINDER WOULD BE GLAD TO MEET WITH THE PARTIES AND DISCUSS ANY QUESTIONS THAT REMAIN.

THE FACT-FINDER WISHES TO STATE THAT HE APPRECIATED THE COURTESY WITH WHICH HE WAS TREATED AND THAT CONDUCT OF THE PARTIES TOWARD THE FACT-FINDER AND EACH OTHER WAS EXEMPLARY. THE HEARING WAS UNDER RULE 4117 WITH GREAT PROFESSIONALISM BY BOTH PARTIES.

THE FACT-FINDING HEARING WAS CONDUCTED ON OCTOBER 12, 2004
COMMENCING AT 9:30 A.M. AND RECESSED AT 8:30 P.M.

THE LIST OF EXHIBITS PRESENTED BY THE PARTIES IS AS FOLLOWS:

ASSOCIATION EXHIBITS:

1. COPY OF THE 2002-2005 LAKELAND COLLEGE-ASSOCIATION AGREEMENT.
2. COPY OF INTEREST ARBITRATION FACT-FINDING OPINION AND AWARD WITH COLUMBUS STATE EDUCATION ASSOCIATION AND COLUMBUS STATE COMMUNITY COLLEGE BOARD OF TRUSTEES.
3. COPY OF ARTICLE 3 AND ARTICLE 4 C.S.C.C. DRAFT. JUNE 25, 2003.
4. COPY OF COLLEGE PROFILES, AUGUST 2002.
5. NEED
6. COPY OF NORTHWEST C.C. ARTICLE IX.
7. COPY OF C.O.T.C. DISCIPLINE CODE.
8. COPY OF C.S.C.C. CONTRACT DRAFT, DISCIPLINE.
9. COPY OF C.S.C.C. CONTRACT DRAFT, REDUCTION IN FORCE.
10. COPY OF HOCKING TECH REDUCTION IN FORCE ARTICLE XIII.
11. COPY OF EDISON ARTICLE XXI.
12. COPY OF CUYAHOGA C.C. ARTICLE 7.
13. COPY OF BOARD POLICY ON VACATIONS.
14. COPY OF APPENDIX A-LEAVES.
15. COPY OF BOARD POLICY ON LEAVES.
16. COPY OF OWENS BOARD OF TRUSTEES UPDATE.

17. COPY OF BOARD POLICY ON RETURN TO WORK.
18. COPY OF O.C.C. ILLNESS BANK PROCESS.
19. COPY OF C.S.C.C. ARTICLE 13.
20. COPY OF O.C.C. REGARDING DISTANT LEARNING.
21. COPY OF CINCINNATI STATE C.C. ARTICLE IX.
22. COPY OF BARGAINING UNIT HANDBOOK UPDATE.
23. COPY OF FACULTY EVALUATION PROCEDURES.
24. COPY C.O.T.C. EVALUATION.
25. COPY OF CUYAHOGA C.C. ARTICLE 26.
26. COPY OF CINCINNATI STATE C.C. LANGUAGE ON RETIREMENT.

COLLEGE EXHIBITS:

- A. COPY OF DEAN'S MEETING UPDATE.
- B. COPY OF MINUTES FOR ADMINISTRATIVE TEAM MEETING.
- C. COPY OF COLLEGE'S LAST PROPOSAL ON DISTANCE/E. LEARNING.
 1. COPY OF PARTIES 2001-2004 COLLECTIVE BARGAINING AGREEMENT.
 2. COPY OF PROPOSED AGREEMENT TO EXTEND 2004 CBA.
 3. COPY OF ARTICLE 3 – ASSOCIATION RIGHTS.
 4. COPY OF TERRA C.C./FACULTY AGREEMENT.
 5. COPY NORTHWEST C.C. AGREEMENT.
 6. COPY OF STATE SHARE OF INSTRUCTION.
 7. COPY OF OHIO'S BUDGET PRIORITIES.
 8. COPY OF OWENS C.C. ENROLLMENT FIGURES.

9. COPY OF MEMO ON FEE CAPS.
10. COPY OF CAPITAL IMPROVEMENT NEEDS.
11. COPY OF STATEMENT ON NET ASSETS.
12. COPY OF 2004 UNAUDITED STATEMENT.
13. COPY OF OWENS C.C. INCOME STATEMENT.
14. COPY OF OHIO BOARD OF REGENTS PROGRAM COSTS.
15. COPY OF REGENTS REPORT ON FY 2006-FY 2007 COSTS.
16. COPY OF FY 2005 BUDGET COSTS.
17. COPY OF OFFICIAL "SIGNED" ARTICLES FOR 2004 CONTRACT.
18. COPY OF REASONABLE USE OF BULLETIN BOARDS.
19. COPY OF OWENS C.C. POSITION DESCRIPTIONS.
20. COPY OF O.A.C.C. COMPENSATION/BENEFITS SURVEY.
21. COPY OF OWENS C.C. CLASS SIZES.
22. COPY OF OWENS C.C. OFA/ACADEMICS DATA.
- 22A. COPY OF FACULTY OPT-IN LIST.
- 22B. COPY OF CHILDCARE CLASSES BASED ON UNION PROPOSAL 2.
23. COPY OF OHIO BOARD OF REGENTS OPERATING MANUAL.
24. COPY OF OVERTIME/COMPENSATORY/FLEX TIME GUIDELINES.
25. COPY OF MEMORANDUM CONCERNING SECTION 7.01.01 (F).
26. COPY OF ACADEMIC CREDIT GUIDELINES.
27. COPY OF OFT UPDATE.
28. COPY OF INSURANCE MEMO.
29. COPY OF SERB YEARLY REVIEW.

30. COPY OF SURVEY REPORT ON WAGES
31. COPY OF SURVEY REPORT ON WAGES
32. COPY OF SURVEY REPORT ON WAGES
33. COPY OF MID-CONTRACT RAISES.
34. COPY OF PROPOSED AGREEMENT TO EXTEND CBA.
35. COPY OF COLLEGES PROPOSAL ON ARTICLE 10.
36. COPY OF SALARY PROPOSAL.
37. COPY OF SALARY PROPOSAL.
38. SUMMARY OF UNION PROPOSAL – SALARY.
39. COPY OF OWNS C.C. ARTICLE 10 PROPOSAL.
40. COPY OF MANAGEMENT SALARY PROPOSAL.
41. COPY OF COLLEGE COUNTER PROPOSAL.
42. COPY OF UNION PROPOSAL.
43. COPY OF OWENS THIRD PROPOSAL – ARTICLE 10.
44. COPY OF OWENS SUMMARY OF MANAGEMENT PROPOSAL.
45. COPY OF ANALYSIS OF SUMMER PAY RATES.
46. COPY OF AETNA CLAIM'S SUMMARY.
47. COPY OF MEMO ON PERFORMANCE APPRAISAL MEETING.
48. COPY OF ADMINISTRATOR REPORT. PRIOR TO THE OCTOBER 12, 2004 FACT-FINDING HEARING, THE PARTIES HAD TA'ED THE FOLLOWING –

ARTICLE 2 – MANAGEMENT –

ARTICLE 4 – GRIEVANCE PROCEDURE –

ARTICLE 13 – PERSONNEL FILES –

ARTICLE 15 – NONDISCRIMINATION STATEMENT –

ARTICLE 16 – SUPREMACY OF AGREEMENT –

ARTICLE 17 – DURATION –

ARTICLE ? – ACADEMIC FREEDOM –

ARTICLE ? – ASSOCIATION ORIENTATION -

ARTICLE ? – COMPLETE AGREEMENT -

ARTICLE ? – COMPLIANCE WITH LAW -

ARTICLE ? – COURT SERVICE -

ARTICLE ? – HEALTH & SAFETY -

ARTICLE ? – INDEMNIFICATION -

ARTICLE ? – IN-TERM BARGAINING -

ARTICLE ? – INSTRUCTIONAL SUPPORT -

ARTICLE ? – SABBATICAL LEAVE -

ARTICLE ? – SUCCESSOR -

ARTICLE ? – TRANSFER TO AND FROM NON-BARGAINING UNIT POSITIONS -

ARTICLE ? – WAIVER -

ARTICLE ? – WORKPLACE PRIVACY –

APPENDIX B – PROGRAM FACILITATOR

APPENDIX C – PROGRAM COORDINATOR

DURING THE FACT-FINDING HEARING THE COLLEGE AND ASSOCIATION SIGNED
OFF ON:

ARTICLE 3. 12.00

ARTICLE

ARTICLE 3.A.1

ARTICLE 3.A.2

ARTICLE 3.A.3

ARTICLE 3.B.

ARTICLE 7.00 AGREED WITH F.1

ARTICLE 7.00.00

ARTICLE 7.06.2 TO 7.06.04

ARTICLE 8 TA'D

ARTICLE ? ? .01.00 AND ? .02.00

THE PARTIES RECESSED THE OCTOBER 12, 2004 FACT-FINDER HEARING WITH THE UNDERSTANDING THAT THE SECOND HEARING WOULD BE HELD ON OCTOBER 20, 2004. THIS MEETING DID NOT OCCUR AND THE PARTIES MET WITH THE FACT-FINDER ON NOVEMBER 1, 2004 WITH THE CLEAR UNDERSTANDING THAT THE PERIOD BETWEEN OCTOBER 12 AND NOVEMBER 1, 2004 WOULD BE UTILIZED BY THE PARTIES TO ATTEMPT TO NARROW THE NUMEROUS ISSUES BETWEEN THE PARTIES. THE FACT-FINDER WAS EXTREMELY DISAPPOINTED WITH BOTH PARTIES WHEN HE LEARNED ON NOVEMBER 1, 2004 THAT THE PARTIES BASICALLY DISCUSSED ARTICLE 10 (SALARIES) AND ARTICLE 11 (HEALTH) AND FAILING TO REACH AGREEMENT ON THESE ITEMS DID NOT PURSUE THE REMAINING ISSUES.

AT THE NOVEMBER 1 HEARING BESIDES TESTIMONY ON ARTICLES 10 AND 11, THE PARTIES ENTERED ADDITIONAL EXHIBITS. THEY WERE:

ASSOCIATE EXHIBITS 27, 28, 29, 30, 31, 32, 33, 34, 35, AND 36.

COLLEGE EXHIBITS 49 AND 50.

BECAUSE OF THE TIME LINE FACED BY THE FACT-FINDER UNDER SERB RULES AND THE NUMEROUS ISSUES LEFT UNRESOLVED BY THE PARTIES, THE FACT-FINDER WILL DO HIS BEST TO RESPOND TO THE REMAINING ISSUES BUT HIS COMMENTS ON THE ISSUES WILL BE "SHORT AND SWEET."

THE FACT-FINDERS REPORT IS ATTACHED AND HE HOPES THE DISCUSSION OF EACH ISSUE IS SUFFICIENTLY CLEAR TO BE UNDERSTANDABLE. IF THE PARTIES REQUIRE FURTHER DISCUSSION, THE FACT-FINDER WOULD BE GLAD TO MEET WITH THE PARTIES AND DISCUSS ANY QUESTIONS THAT REMAIN.

THE PRIMARY DIFFERENCES BETWEEN THE PARTIES CENTER ON ECONOMIC ISSUES; THEREFORE, MANY OF THE ISSUES AT IMPASSE CAN BE DISCUSSED IN GENERAL. WHILE THESE ARE SERIOUS DISAGREEMENTS IN THE WAY THE PARTIES PERCEIVE THE ISSUES, THE MAJOR DIFFERENCE IN THE WAY THE ISSUES WERE PRESENTED AT THE HEARING IS BASED ON THE DIVERGENT PHILOSOPHIC PERSPECTIVES ABOUT BARGAINING.

ISSUE: ARTICLE 3 ASSOCIATION RIGHTS

ASSOCIATION SECTION 3.09.00

UNDER THIS PROPOSAL THE ASSOCIATION SEEKS TO ELIMINATE THE FACULTY DEVELOPMENT COMMITTEE AND REQUIREMENTS FOR PLANNING IN-SERVICE AND OTHER RELATED PROGRAMS FOR THE BENEFIT OF THE FACULTY.

THE COLLEGE AVERS THAT THIS COMMITTEE HAS BEEN ACTIVE IN EXCESS OF 10 YEARS AND PROVIDES AN AVENUE FOR MUTUAL INTERACTION AND SHARE GOVERNANCE OF THE COLLEGE.

THE ASSOCIATION DID NOT PROVIDE AN ADEQUATE REASON FOR THE ELIMINATION OF THIS COMMITTEE.

DO NOT INCLUDE SECTION 3.09.00 IN NEW AGREEMENT.

ASSOCIATION SECTION 3.10.00

UNDER THIS PROPOSAL THE ASSOCIATION SEEKS TO HAVE, AT NO COST, RESERVED/RESTRICTED PARKING FOR BARGAINING UNIT MEMBERS ADJACENT TO EVERY BUILDING.

THE COLLEGE HAS NUMEROUS REASONS WHY THIS PROPOSAL SHOULD BE REJECTED.

THE FACT-FINDER CANNOT FIND RESERVED AND RESTRICTED PARKING TO BE A PROPER TOPIC FOR MANDATORY COLLECTIVE BARGAINING AND THIS SECTION SHOULD NOT BE INCLUDED IN THE NEW AGREEMENT.

ASSOCIATION SECTION 3.14.04

THE ASSOCIATION PROPOSAL SEEKS TO HAVE THE APPLICATION OF BOARD POLICY TO BARGAINING UNIT MEMBERS BE SUBJECT TO THE GRIEVANCE PROCEDURE.

THE COLLEGE FEELS THE PROPOSAL SHOULD BE REJECTED FOR SEVERAL REASONS, NAMELY, THE ITEM HAS NOT APPEARED IN FIVE PREVIOUS AGREEMENTS, IS NOT IN TERRA OR NORTHWEST CURRENT CONTRACTS AND IS IN VIOLATION OF ORC 3358.03.

THIS SECTION IS NOT FEASIBLE UNDER CURRENT STATE LAW AND IS NOT TO BE INCLUDED IN A NEW AGREEMENT.

ASSOCIATION SECTION 3.15.00

THE ASSOCIATION SEEKS TO RECEIVE THE SEMESTER LOAD REPORT BY THE 30TH DAY OF THE SEMESTER AND HAVE THE REPORT AVAILABLE FOR REVIEW IN EACH BUILDING OFFICE AREA OF BARGAINING UNIT MEMBERS.

THE COLLEGE FEELS THIS PROPOSAL SHOULD BE REJECTED BECAUSE IT HAS

NEVER BEEN IN FIVE PRIOR CONTRACTS, NO SIMILAR PROVISIONS IN TERRA OR NORTHWEST CONTRACTS. THE INFORMATION REQUESTED IS ALREADY CONTAINED IN MASTER SCHEDULE ON COLLEGE WEBSITE.

THE FACT-FINDER CAN FIND NO REASON TO "REINVENT THE WHEEL." INFORMATION IS ALREADY AVAILABLE. ASSOCIATION PROPOSAL IS REJECTED.

ARTICLE 3C – SHARED GOVERNANCE

IT APPEARS THAT THE ASSOCIATION WITHDREW THE ENTIRE ARTICLE AT THE NEGOTIATION SESSION ON MONDAY, SEPTEMBER 27, 2004. ON TUESDAY, SEPTEMBER 28, 2004, THE COLLEGE PRESENTED A COUNTER-PROPOSAL TO WHICH THE ASSOCIATION RESPONDED THAT THEY HAD WITHDRAWN 3C AND HAD NO INTEREST IN DISCUSSING THIS PROPOSAL.

THE COLLEGE AVERS THERE ARE SEVERAL REASONS THAT THE ASSOCIATION'S AND THE COLLEGE PROPOSAL WOULD BE A POSITIVE FOR ALL PARTIES, INCLUDING STUDENTS.

INCLUDE COLLEGE PROPOSAL IN THE NEW AGREEMENT.

ARTICLE 5 – NO STRIKE/NO LOCKOUT

SECTION 5.04.00

THE ASSOCIATION WISHES TO ADD LANGUAGE TO CURRENT CONTRACT

LANGUAGE THAT WOULD ALLOW ASSOCIATION MEMBERS TO REFUSE TO CROSS PICKET LINES ESTABLISHED BY OTHER COLLEGE BARGAINING UNITS.

THE COLLEGE CITES SEVERAL REASONS THAT THIS LANGUAGE SHOULD BE REJECTED BY THE FACT-FINDER.

THE FACT-FINDER FINDS THAT ALLOWING THE PROPOSED LANGUAGE WOULD NULLIFY THE LONGSTANDING PROVISIONS OF SECTION 5.01.00 PROHIBITING THIS TYPE OF WORK STOPPAGE OR INTERFERENCE WITH OPERATIONS.

DO NOT ADD THE SECTION 5.04.00 LANGUAGE TO NEW AGREEMENT.

ARTICLE 6 – BARGAINING UNIT CONTRACT YEAR

SECTION 6.01.00

THE ASSOCIATION PROPOSAL HAS REQUESTED THAT BARGAINING UNIT MEMBERS SHALL WORK ANNUAL ASSIGNMENTS THAT ARE EITHER 173, 190, 210 AND 228 DAYS IN LENGTH DEPENDING UPON THE BARGAINING UNIT POSITION.

THE COLLEGE COUNTERS THAT THE ONLY WAY TO MEET THESE DEMANDS WOULD BE TO HIRE APPROXIMATELY 28 NEW EMPLOYEES AT AN ANNUAL COST OF \$1 MILLION DOLLARS TO SIMPLY MAINTAIN CURRENT STUDENT SERVICES.

INCLUDE ONLY SECTION 6.01.00 LANGUAGE PARTIES AGREED TO AT

OCTOBER 12, 2004 HEARING IN NEW AGREEMENT.

SECTION 6.01.01

INCLUDE LAB TECHNICIANS DUTY DAY CALENDAR IN NEW AGREEMENT.

ARTICLE 7 – BARGAINING UNIT MEMBER WORKLOAD.

ARTICLE 7.01.01 (F) (1) – AGREED TO BY THE PARTIES.

ARTICLE 7.06.00 – AGREED TO BY THE PARTIES.

ARTICLE 7.06.02 – 7.06.04 – AGREED TO BY THE PARTIES.

SECTIONS 7.01.00 THROUGH 7.01.15

THE ASSOCIATION NEITHER ADDRESSED NOR RESPONDED TO THE COLLEGE'S PROPOSAL TO BE ABLE TO HIRE A LIMITED NUMBER OF FULL-TIME FACULTY OF LIMITED DURATION, NON-TENURE TRACK APPOINTMENTS.

COLLEGE FEELS IT IS CRITICAL THAT IT HAVE THE FLEXIBILITY TO RESPOND TO THE STUDENTS AND THE EVER-CHANGING EDUCATIONAL ENVIRONMENT BY HIRING LIMITED TERM FACULTY MEMBERS TO MEET TEMPORARY AS OPPOSED TO PERMANENT NEEDS.

AWARD: USE COLLEGE LANGUAGE FOR THESE SECTIONS, EXCEPT FOR SECTION 7.01.01 REGARDING COUNSELORS. LANGUAGE TO REMAIN AS IN CURRENT AGREEMENT.

SECTION 7.02.00 THROUGH 7.05.00

ASSOCIATION SEEKS SIGNIFICANT AND COSTLY CHANGES IN TEACHING LOAD AND METHODS OF LOAD ASSIGNMENT, DEFINITION OF LOAD, CLASS SIZE DETERMINATION AND CALCULATION OF OVERLOAD.

AWARD: AFTER CAREFULLY READING ALL THE PROS AND CONS CONCERNING THE ASSOCIATION PROPOSALS, MAINLY THE COST FACTORS, THE FACT-FINDER RECOMMENDS THE COLLEGE LANGUAGE.

SECTION 7.05.02

THE ASSOCIATION SEEKS TO DEFINE OVERTIME FOR THE NON-FACULTY BARGAINING UNIT MEMBERS.

THE COLLEGE URGES REJECTION OF THE ENTIRE SECTION.

AWARD: BECAUSE OF THE OPERATIONAL NEEDS IN AN EDUCATIONAL SETTING, THIS PROPOSAL DOES NOT "FIT." THE COLLEGE HAS GUIDELINES FOR ADDRESSING COMP TIME AND FLEX TIME IN THEIR EXHIBIT 24 AND IT IS NOT NECESSARY TO REPEAT THOSE GUIDELINES IN THE PARTIES AGREEMENT. DO NOT INCLUDE SECTION 7.05.02 IN THE NEW AGREEMENT.

SECTION 7.06.00

THE ASSOCIATION SEEKS TO FURTHER REDUCE THE SCHEDULED ON-CAMPUS AND

ON-SITE HOURS OF FACULTY MEMBERS OF THE BARGAINING UNIT.

THE COLLEGE URGES THE FACT-FINDER TO RETAIN THE COLLEGE'S POSITION AS IT HAS ALREADY REDUCED SCHEDULED ON-CAMPUS AND ON-SITE HOURS FROM 32 TO 22, OR 330 HOURS PER SEMESTER OR 660 HOURS PER YEAR.

AWARD: LEAVE CURRENT LANGUAGE.

SECTION 7.06.01

THE ASSOCIATION PROPOSES A DIFFERENT CROSS REFERENCE INCLUDING JOB DESCRIPTIONS.

THE COLLEGE DEEMS THESE DESCRIPTIONS INAPPROPRIATE FOR THE AGREEMENT.

AWARD: SO DOES THIS FACT-FINDER. DO NOT INCLUDE IN NEW AGREEMENT.

SECTION 7.06.02

THE ASSOCIATION SEEKS TO ELIMINATE ANY COMMUNICATION/NOTIFICATION BY FACULTY MEMBERS WITH THEIR ACADEMIC DEPARTMENT CHAIR REGARDING DEVIATION FROM THEIR ON-CAMPUS SCHEDULE.

THE COLLEGE BELIEVES THAT COMMUNICATION BETWEEN FACULTY MEMBERS AND DEPARTMENT HEADS IS CRITICAL TO THE EFFECTIVE ADMINISTRATION OF AN

ACADEMIC DEPARTMENT.

AWARD: THE FACT-FINDER FINDS THAT COMMUNICATIONS BETWEEN THE CHAIR AND FACULTY IS EXTREMELY IMPORTANT. DO NOT INCLUDE SECTION 7.06.02 IN NEW AGREEMENT.

SECTION 7.06.05

THE ASSOCIATION SEEKS TO HAVE AT LEAST 12 HOURS ELAPSE BETWEEN THE LAST CLASS A FACULTY MEMBER TEACHES ON ONE DAY AND THEIR FIRST CLASS ON A SUCCEEDING DAY.

COLLEGE OPPOSES THE INCREASE FROM 10 HOURS BETWEEN CLASSES DUE TO THE FACT THAT FACULTY WHO TEACH EVENING CLASSES SUCH AS NURSING CLINICALS OFTEN DO NOT COMPLETE THE CLINICAL WITHIN THE 12 HOUR TIME LAPSE.

THE COLLEGE MAINTAINS THAT PRESENT 10 HOUR INTERVAL HAS WORKED WELL.

AWARD: LEAVE LANGUAGE AT 10 HOURS IN NEW AGREEMENT.

SECTION 7.07.00 THROUGH 7.07.02

UNDER THIS PROPOSAL THE ASSOCIATION SEEKS TO REMOVE ALL REPORTING AND COMMUNICATION RESPONSIBILITY OF THE FACULTY MEMBERS IN THE

INSTANCES OF CANCELED, RESCHEDULED OR REASSIGNED CLASSES FOR ILLNESS OR ANY OTHER REASON.

COLLEGE BELIEVES SUCH REMOVAL CREATES A VOID OF SERVICE TO THE STUDENTS AND ACADEMIC DEPARTMENTS.

THE DEPARTMENT CHAIR HAS THE RESPONSIBILITY TO ENSURE CLASS ASSIGNMENT COVERAGE IN THE ABSENCE OF A BARGAINING UNIT MEMBER.

AWARD: SUCH A PROPOSAL WOULD COMPROMISE THE ABILITY OF A CHAIRMAN TO SEEK TIMELY COVERAGE IN THE ABSENCE OF A TEACHER.

AWARD: ASSOCIATION PROPOSAL SHOULD NOT BE INCLUDED IN NEW AGREEMENT.

SECTION 7.07.03

ASSOCIATION SEEKS TO CHANGE THE PAYMENT FOR SUBSTITUTIONS AS LISTED IN THE CURRENT AGREEMENT.

COLLEGE MAINTAINS CURRENT PRACTICE HAS WORKED WELL.

AWARD: ASSOCIATION PROPOSAL SHOULD NOT BE INCLUDED IN NEW AGREEMENT.

SECTION 7.09.02

ASSOCIATION SEEKS TO STRIKE CURRENT SECTION THAT ADDRESSES TEACHING ASSIGNMENTS.

COLLEGE STATES THAT THIS ATTEMPT TO STRIKE THIS SECTION BY THE ASSOCIATION RUNS COUNTER TO THE ASSOCIATIONS AGREEMENT ON MANAGEMENT RIGHTS.

AWARD: FACT-FINDER AGREES THIS IS COVERED UNDER MANAGEMENT RIGHTS. RETAIN CURRENT LANGUAGE IN NEW AGREEMENT.

SECTION 7.10.00

THE ASSOCIATION SEEKS TO INCLUDE OPEN ENTRY/OPEN EXIT, FLEXIBLY SCHEDULED COURSES, UNIVERSITY OF FINDLAY COURSES, ACADEMY COURSES, APPLIED LESSONS, INDEPENDENT STUDIES, AND THOSE COURSES OFFERED THROUGH SPECIAL CONTRACTUAL AGREEMENTS THAT INVOLVES PROPRIETARY ARRANGEMENTS IN NORMAL FACULTY LOAD.

COLLEGE MAINTAINS THAT ACADEMIC DIVISIONS AS WELL AS THE WORKFORCE AND COMMUNITY SERVICES DIVISION EMPLOY TRAINERS TO PRESENT "CUSTOMIZED/CONTRACTED" COURSES WHICH ARE NON-TRADITIONAL IN NATURE, AND DO NOT FOLLOW THE TRADITIONAL CREDIT COURSE CALENDAR.

AWARD: THE COLLEGE NEEDS THE DIVERSITY TO MEET THE NEEDS OF THEIR STUDENTS AND “CUSTOMERS.” THIS FACT-FINDER RECOMMENDS THE COLLEGE’S LANGUAGE FOR THIS SECTION.

SECTION 7.10.01

UNDER TWO SEPARATE PROPOSALS, NAMELY, SECTIONS 7.10.01 AND 10.04.00, THE ASSOCIATION SEEKS TO EITHER MOVE OR RETAIN THE SUMMER TEACHING SALARY SCHEDULE IN THEIR RESPECTIVE SECTIONS.

THE COLLEGE BELIEVES THAT THE SUMMER TEACHING RATES SHOULD REMAIN IN ARTICLE 10 – SALARIES.

AWARD: THE FACT-FINDER BELIEVES THAT ALL SALARY MATTERS SHOULD BE IN ARTICLE 10.

ARTICLE 10 – SUMMER SCHOOL

THE ASSOCIATION INITIALLY SOUGHT A 78 PERCENT INCREASE FROM THE CURRENT \$1,019 PER CREDIT HOUR TO \$1,815 PER CREDIT HOUR.

THE COLLEGE’S POSITION IS THAT WHATEVER THE CONTRACT SALARY IS AGREED TO, THAT AGREEMENT WILL COVER THE SUMMER SCHOOL SALARY.

AWARD: UTILIZE COLLEGE PROPOSAL LANGUAGE.

ARTICLE 9 – NONRENEWAL AND TERMINATION OF INDIVIDUAL CONTRACTS.

THE PARTIES AGREED TO ONLY ARTICLE 9.02.00 SECTION.

THE ASSOCIATION SEEKS TO DIMINISH THE TENURE PROVISIONS AND TO REDUCE THE NUMBER OF YEARS TO RECEIVE TENURE.

THE COLLEGE AVERS THAT THIS IS NEW LANGUAGE NOT FOUND IN FIVE PRIOR AGREEMENTS AND DOES NOT PROPERLY ADDRESS THE DIFFERENCES BEWTWEEN FACULTY AND THE ACCRETED GROUP.

AWARD: SUCH A PROPOSAL DOES NOT PROPERLY ADDRESS THE DIFFERENCE BETWEEN THE FACULTY AND THE ACCRETED GROUP. THE ASSOCIATION PROPOSAL IS REJECTED BY THIS FACT-FINDER FOR INCLUSION IN THE NEW AGREEMENT.

ARTICLE 10 – SALARY

THE COLLEGE, DURING NEGOTIATIONS OFFERED A 3% INCREASE IN THE BASE SALARY OF ALL BARGAINING UNIT MEMBERS BASED ON EXTENDING THE CURRENT AGREEMENT FOR ONE YEAR.

THESE OFFERS WERE REJECTED BY THE ASSOCIATION.

THE ASSOCIATION IS SEEKING INCREASES OF 5%, 4% AND 4% FOR THE THREE

YEARS OF THE NEW AGREEMENT.

AWARD: THE FACT-FINDER HAS CAREFULLY READ ALL THE MATERIAL SUBMITTED CONCERNING SALARY INCREASES AND FINDS THAT INCREASES IN THE BASE SALARY FOR ALL BARGAINING UNIT MEMBERS SHALL BE:

4%, 2004 RETROACTIVE TO THE FEBRUARY, 2004 EXPIRATION DATE OF THE CURRENT AGREEMENT.

2005 – 3% INCREASE IN BASE RATE.

2006 – 3% INCREASE IN BASE RATE.

SAME PERCENTAGES APPLY TO SUMMER SCHOOL SALARIES. SUMMER SCHOOL SALARIES TO REMAIN IN ARTICLE 10.

ALL OTHER LANGUAGE TO REMAIN AS IS.

APPENDIX A

WHILE SALARY SCHEDULES AS SHOWN IN PROPOSED APPENDIX 10A ARE OFTEN FOUND IN EDUCATIONAL AGREEMENTS, THE PROPOSAL PRESENTED AT FACT-FINDING IS TOO COSTLY TO BE CONSIDERED. THE SALARY GRID AS SHOWN IN THE ASSOCIATION'S JUNE 22, 2004 COUNTERPROPOSAL HAD INCREASES OF 4% INCREASE FOR YEAR ONE, A 6% INCREASE FOR YEAR TWO, AND A 7% INCREASE FOR YEAR THREE.

THE ASSOCIATION DID NOT PRESENT THE FACT-FINDER WITH A COST ESTIMATE

FOR APPENDIX 10A, BUT THE COLLEGE ESTIMATES THE SALARY GRID WOULD COST APPROXIMATELY \$6,450,000 OR AN INCREASE OF 67% IN SALARY PAYOUTS OVER THE TERM OF THE NEW AGREEMENT.

AWARD:

AS THE SAYING GOES "YOU CAN'T HAVE YOUR CAKE AND EAT IT TOO." THE FACT-FINDER HAS ALREADY FORMULATED A SALARY INCREASE FOR BARGAINING UNIT MEMBERS AND CANNOT RECOMMEND A SALARY GRID AS WELL.

DO NOT INCLUDE APPENDIX 10A IN NEW AGREEMENT.

ARTICLE 11 – SUPPLEMENTAL BENEFITS

THE ASSOCIATION WITHDREW THEIR PROPOSALS FOR SUPPLEMENTAL BENEFITS AND INDICATED INTEREST IN ACCEPTING THE COLLEGE'S PROPOSAL #1 OF APRIL 14, 2001. THE ASSOCIATION THEN PRESENTED A COUNTER PROPOSAL ON MAY 6, 2004. THE COLLEGE CONTINUED TO DEVELOP PROPOSALS. THE ASSOCIATION HAS REJECTED DISCUSSION OF ANY SUBSEQUENT COUNTER PROPOSALS.

AWARD:

IN SPITE OF THE FACT THT THE COLLEGE INSURER REPORTS AN AVERAGE EMPLOYEE CONTRIBUTION OF 25% , THE COLLEGE PROPOSAL OFFERS A BENEFIT PACKAGE THAT INCLUDES 100% COVERAGE OF ITS IN NETWORK MEDICAL CARE.

AWARD:

THE ASSOCIATION SHOULD ACCEPT THE COLLEGE'S LANGUAGE PROPOSAL ON HEALTH COVERAGE.

THE PARTIES ARE FURTHER ADVISED TO WORK TOGETHER TO REDUCE HEALTH CARE COSTS. THE ASSOCIATION CANNOT HAVE BOTH LARGE SALARY INCREASES AND FULLY PAID HEALTH BENEFITS.

ARTICLE 12 – REDUCTIN IN FORCE

THE ASSOCIATION SEEKS TO ADDRESS TERMS AND CONDITIONS OF INDIVIDUALS AND EMPLOYEES GROUPS THAT ARE NOT WITHIN THE IDENTIFIED BARGAINING GROUP.

THE COLLEGE MAINTAINS THAT THE ASSOCIATION SEEKS TO INFRINGE ON THE AUTHORITY OF THE BOARD OF TRUSTEES AS WELL AS THE COLLEGE'S MANAGEMENT RIGHTS.

AWARD: USE COLLEGE LANGUAGE FOR ARTICLE 12. REFERENCES SHOULD BE TO ONLY TOLEDO AND FINDLAY CAMPUSES. "ALL COLLEGE CAMPUSES" IN THE AGREEMENT ADDRESSES CURRENT CONDITIONS AND REFERENCE TO "FUTURE" CAMPUSES IS NOT NEEDED.

ARTICLE 14 – MISCELLANEOUS

SECTION 14.04.00

COLLEGE DID NOT ADDRESS THIS ISSUE IN THEIR PRE-HEARING SUBMISSION.
BARGAINING UNIT MEMBERS SHOULD NOT BE REQUIRED TO UTILIZE THEIR OWN
PERSONAL VEHICLES FOR COLLEGE-RELATED BUSINESS, UNLESS THE COLLEGE
ASSUMES LIABILITY FOR ACCIDENTS.

AWARD: UTILIZE ASSOCIATION LANGUAGE FOR SECTION 14.04.00.

APPENDIX A

THE ASSOCIATION PROPOSES SEVERAL CHANGES TO SICK LEAVE.
THE COLLEGE MAINTAINS PRESENT LANGUAGE IS VERY EFFECTIVE AND THERE
HAVE BEEN NO PROBLEMS.

AWARD: THE FACT-FINDER WAS NOT GIVEN ANY REASONS FOR CHANGING
EXISTING LANGUAGE. USE CURRENT LANGUAGE.

DISTANCE/E-LEARNING

THE ASSOCIATION SEEKS TO INCLUDE LANGUAGE ON INTELLECTUAL PROPERTY
RIGHTS IN THE AGREEMENT.

THE COLLEGE DOES NOT CONCUR CLAIMING THAT THE POLICY HAS NOT BEEN
CONTAINED IN PRIOR AGREEMENTS, AND THAT THE COLLEGE PAYS THE FACULTY

MEMBERS FOR SPECIFIC COURSE DEVELOPMENT.

AWARD: REJECT ASSOCIATION LANGUAGE. THE FACT-FINDER FINDS THAT THIS AREA NEEDS MORE STUDY.

PERFORMANCE EVALUATIONS

THE ASSOCIATION SEEKS TO INCLUDE IN THE AGREEMENT LANGUAGE CURRENTLY FOUND IN THE BARGAINING UNIT HANDBOOKS.

THE COLLEGE DOES NOT WANT THESE INCLUDED IN THE AGREEMENT. THE COLLEGE HAS THE EXPRESSED RIGHT TO MAKE EVALUATIONS.

AWARD: CURRENT EVALUATION PROCEDURES HAVE BEEN IN PLACE OVER FIVE AGREEMENTS. THE FACT-FINDER FEELS CLASSROOM OBSERVATIONS ARE CRITICAL TO THE STUDENTS.

SECTIONS ?.03.00 AND ?.04.00 – RETIREMENT AND RESIDUAL BENEFITS

?.03.00 EMERITUS STATUS

THIS LANGUAGE CANNOT BE INCLUDED IN AGREEMENT AS ONLY THE BOARD OF TRUSTEES HAS THE AUTHORITY TO DEVELOP POLICIES AND GRANT EMERITUS STATUS.

^{NOT A}
AWARD: ASSOCIATION LANGUAGE SHOULD BE INCLUDED IN AGREEMENT. FACT-FINDER SUGGESTS ASSOCIATION PETITION BOARD OF TRUSTEES FOR REQUESTED CHANGES.

?04.00

SEE ABOVE ?03.00

ISSUE OF FULL-TIME COUNSELORS

THE FACT-FINDER HAS ALREADY ADDRESSED THIS ISSUE IN ARTICLE 7.

LEAVE COUNSELOR PROVISIONS AS IN ARTICLE 7.

All signed and Tied Articles and Section should be included.

LOUIS M. THOMSON, JR.

FACT-FINDER

N.B.

THE PARTIES LEFT THIS FACT-FINDER IN A BIT OF A BIND.

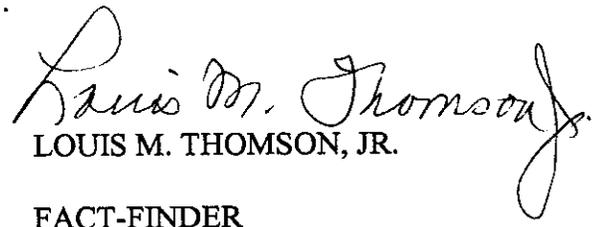
FIRST, THE PARTIES LEFT TOO MANY ITEMS UNRESOLVED PRIOR TO THE FIRST HEARING ON OCTOBER 12, 2004.

SECONDLY, THE SECOND HEARING ORIGINALLY SET FOR OCTOBER 20, 2004 WAS POSTPONED UNTIL NOVEMBER 1, 2004 WITH THE PROVISIO THAT THE PARTIES WOULD ESTABLISH TWO FOUR MEMBER PANELS TO ADDRESS THE NUMEROUS UNRESOLVED ISSUES PRIOR TO THE SECOND HEARING ON NOVEMBER 1ST. IT APPEARS THAT THE PARTIES ADDRESSED ONLY ARTICLES 10 AND 11 AND NONE OF

THE OTHERS.

BECAUSE OF TIME LIMITS IMPOSED ON THE FACT-FINDER BY SERB THE FACT-FINDER'S REPORT TO THE PARTIES MUST BE SENT WITHIN TEN (10) DAYS. THE FACT-FINDER DID NOT RECEIVE THE LIST OF ISSUES STILL REMAINING UNTIL NOON ON SATURDAY, NOVEMBER 6, 2004, WHICH ONLY LEFT HIM FIVE DAYS TO CONSIDER ALL THE REMAINING ISSUES. THE FACT-FINDER DID THE BEST HE COULD IN AN ABBREVIATED FASHION TO MEET THE DEADLINE.

IF HE HAS NOT ADDRESSED AN ISSUE, PLEASE ADVISE. BOTH PARTIES COULD BENEFIT FROM A COURSE IN NEGOTIATIONS 101.


LOUIS M. THOMSON, JR.
FACT-FINDER