

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

STATE EMPLOYMENT  
RELATIONS BOARD

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**FACT-FINDING PROCEEDING  
CASE NO. 05-MED-04-0556**

**Columbus State Education Association,  
Employee Organization**

**and**

**Columbus State Community College,  
Employer**

**REPORT AND RECOMMENDATIONS  
FROM THE FACT-FINDER  
ISSUED: JULY 25, 2005**

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## **REPORT AND RECOMMENDATIONS**

### **I. Background**

In 1987, the Board of Regents re-chartered the former Columbus State Technical College to the current Columbus State Community College. The College has grown substantially since 1987 and ranks in the top three (3) in size among Ohio community colleges. The CSEA was certified as a collective bargaining representative for all full-time faculty members and SERB No. 01-REP-05-0123. The parties engaged in collective bargaining which resulted in the 2002-2005 collective bargaining agreement. Said collective bargaining agreement expired on June 30, 2005.

The collective bargaining unit is comprised of approximately 260 members. The unit description found in the contract reads as follows:

“Full-time faculty members of CSCC, including instructors, assistant professors, associate professors, professors, as well as all individuals whose names appear upon the eligibility list for SERB Case No. 01-REP-05-0123.”

The bargaining unit description specifically excludes adjunct faculty members, full-time temporary faculty members, heads/directors of non-academic departments or programs; chairpersons of academic departments; administrators at the level of department chairperson and above, including by way of illustration; dean, provosts, vice president, assistant to the president; counselor and library employees.

The parties began negotiating for a successor agreement in April 2005. The undersigned was appointed fact-finder by letter on June 3, 2005 in accordance with the Ohio Revised Code Section 4117.14 (C) (3).

The parties scheduled two (2) days of interaction with the fact-finder. July 7, 2005 was dedicated to attempting to mediate a resolution to the collective bargaining process, which was partially successful, and July 8, 2005 was dedicated to a fact-finding hearing.

The parties entered under mediation with approximately 15-17 open issues. Those issues included Article 3 – Academic Year, Section 3.01 and a proposed new Section 3.03; Article 4 – Faculty Workload and Responsibilities; Article 7 – Association Business; Article 13 – Sick Leave; Article 14 – Personal Leave; Article 24 – Seniority; Article 25 – Faculty Salary; Article 26 – Overload Pay; Article 27 – Substitute Pay; and Article 28 – Benefits. In addition to issues presented in connection with Articles that already existed in the prior collective bargaining agreement, there were six (6) new Articles at play, including proposals with respect to the Delaware campus, full-time faculty ratio, parking, distinguished teaching awards, 403b matching contributions, and professional association membership.

The mediation effort resulted in the resolution and withdraw of a number of issues. Those resolutions and withdraws are incorporated herein by reference. Presented to the fact-finder were the issues in regards to the following Articles: Article 3 – Academic Calendar Year; Article 4 – Workload; Article 7 – Association Business; Article 13 – Sick Leave; Article 24 – Seniority; Article 25 – Faculty Salary; Article 28 – Benefits; new proposed Article – Distinguished Teaching Award; and new proposed Article – Full-time Faculty Ratio.

## **II. Criteria**

In compliance with Ohio Revised Code Section 4117.14 (G) (7) and the Ohio Administrative Code 4114-95-05 (J), the fact-finder considered the following criteria in making the recommendations contained in this Report:

1. Past collectively bargained agreements between the parties;
2. comparison among resolved issues relative to the employees and the bargaining units with those issues related to other public and private employers performing comparable work, given consideration to factors peculiar to the area and consequences involved;
3. the interest and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments of the normal standard of public service;
4. lawful authority of the public employer;
5. stipulations of the parties; and
6. such factors as not limited to those above which are normally and traditionally taken into consideration.

## **III. Findings and Recommendations**

### *Article 3 – Academic Calendar Year*

#### **Columbus State Education Association’s Position**

It is the Union’s position that the current language contained in the 2002-2005 collective bargaining agreement should remain in effect. The Employer has failed to submit evidence to establish a compelling need to modify the language in question. As professional educators, the CSCC faculty is the best judge on how to use preparatory time. Moreover, over 80% of the full-time faculty works during the Summer quarter. There is no disconnection from the College’s environment and culture. Finally, the faculty works during non-compensated time to facilitate preparation for the Autumn quarter, and the Employer has failed to demonstrate any problem with the Autumn quarter’s preparations.

## **Columbus State Community College's Position**

Article 3, Section 3.01 now reads:

“Each bargaining unit member will be assigned duties by the college for 170 days for the three (3) quarter academic calendar. Autumn (60 days); Winter (55 days); and Spring (55 days). The faculty members teaching in corporate, union and grant funded degree programs which require additional days will be assigned beyond 170 days. The two (2) days prior to the start of the Autumn quarter are faculty work days. Faculty will perform duties on these days as they have prior to the effective date of this agreement.”

The College seeks to strike that portion of the last sentence in Section 3.01 which reads:

“as they have prior to the effective date of this agreement.” It is the College’s position that inconsistent practices have developed with respect to performing duties on these days. The College asserts that faculty should work on these days because they are being paid. In addition, the College asserts that faculty, as well as the College, have obligations to the students and the taxpayers who best utilize that time. According to the Provost, that time could be better utilized by holding departmental meetings, bringing together new and current faculty, coordinating with adjuncts, and working on major goals, themes, and issues relevant to the curriculum. Thus, if the faculty is going to be paid for the first two (2) days of the Autumn quarter, they should be performing duties in an organized fashion.

### **Recommendation**

The language in Article 3, Section 3.01, Academic Calendar Year, is a result of parties’ negotiation following the previous fact-finding. It recognizes that duties are to be performed over the first two (2) days prior to the start of the Autumn quarter. It also allows the faculty latitude in utilizing their preparatory time. The fact-finding hearing failed to demonstrate a problem with the Autumn quarter preparation. Faculty member’s needs and interests, with respect to course preparation, vary depending on a number of

factors. Preparation can be effectively performed utilizing both time off-site as well as time on campus. The individual professors, assistant professors, associate professors, and instructors are the best judges of how to make use of preparatory time.

Moreover, because over 80% of the faculty works during the Summer quarter, there is no disconnect of the majority of the faculty from the College, as there might be if there were no Summer quarter courses offered. There is simply no compelling need demonstrated in the record to modify the language in question. It is the recommendation of the fact-finder that the language in Section 3.01 remain in tact from the 2002-2005 collective bargaining agreement.<sup>1</sup>

#### *Article 4 – Faculty Workload and Responsibilities*

Perhaps, the parties paid most attention to this Article during the course of the mediation effort. Their devotion to trying to resolve the numerous faculty workload issues was rewarded. A mediated settlement of Article 4 was tentatively agreed to by the parties on July 7, 2005 with the understanding that there were three (3) sub-issues to be submitted to fact-finding for resolution. Accordingly, the tentative agreement incorporated herein is as initially written and the following sub-issues are addressed with specific recommendations.

#### A. Limitation on Department Meetings per Quarter

##### **Columbus State Education Association's Position:**

It is the position of the Columbus State Education Association that the total number of department meetings per quarter should be limited to two (2). This limitation would serve to limit the number of mandatory attendance meetings, but it would not

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<sup>1</sup> The Association had presented a proposal with regards to adding a new section concerning transfers to semesters. That proposal was withdrawn as of June 30, 2005.

prohibit the Department Chair from calling as many meetings as necessary. The Association asserts that faculty will always attempt to attend out of a sense of professional responsibility and the two (2) department meetings per quarter should be sufficient. Department meetings are contemplated to be included within the fourteen (14) hours of Mission and Learning required of the faculty. Mission and Learning is also devoted to classroom preparation, grading papers, dealing with responsibilities outside the classroom, and attending other College meetings.

In the Association's view, the faculty should not be penalized by being required to use leave time to be excused from departmental meetings.

#### **Columbus State Community College's Position**

It is the position of the College that the current language has worked nicely for the parties and has not created any problems. It is an inherent management right to be able to call meetings when necessary. The contract calls for two (2) weeks notice in advance prior to the meeting. This should satisfy the needs for the faculty members and allow them to get matters in order so as to be able to attend the department meeting.

Generally speaking, there has been no problem identified to warrant such restrictive change. There have been no discussions at the labor management forum, nor any grievances filed about the matter. The school is also concerned that it is unable to predict the number of meetings necessary to be conducted to meet the State minimum for educational purposes, and to agree to such restrictive language would compromise the school's ability to meet those needs.

## **Recommendation**

Columbus State Community College is a rapidly growing institution of higher education and its operational needs are in a constant state of flux. CSCC must be able to maintain a certain level of operational flexibility to satisfy the interest of the students, as well as meet the directives promulgated by the State Legislature and the Ohio Board of Regents.

However, there is another population within the CSCC community that has interests that must be accommodated – the faculty. In fact, part of the design of the collective bargaining process is to give a voice to those that otherwise do not have a vehicle to articulate the needs they have that must be addressed. It is through the collective bargaining process, including fact-finding that the parties attempt to prioritize their interests and reach resolutions of the issues at play.

The Association's proposal to limit to two (2) the number of mandatory department meetings that may be called each quarter is borne of two (2) elements. The first is that each faculty member has fourteen (14) Mission and Learning hours per week to devote to classroom preparation, grading papers, departmental meetings, attending to outside obligations (emanating from faculty membership), and other meetings inside and outside the College community. The more department meetings there are the less Mission and Learning time available for the faculty to perform basic functions essential to this job. The second element that underlies the Association's proposal is the example of the faculty member with fourteen (14) years on the job who was forced to take personal leave in order to be excused from a department meeting. The Association finds comfort in

limiting the Administration's ability to call only two (2) mandatory department meetings per quarter.

The Association has not demonstrated that the issue at hand is a problem of significant magnitude with respect to the use of personal leave. However, eating away at the Mission and Learning hours and minimizing time available to perform basic functions related to the job is a legitimate concern.

It is recommended that no language be added to the contract to limit the department chair's ability to call department meetings. However, in the event that the department meetings become so frequent that they interfere with the reasonable expectations of the faculty to have enough Mission and Learning time available to perform the basic functions of their job, this matter shall be addressed in the labor-management forum.

#### B. Right of First Refusal

The second sub-issue presented to the undersigned for consideration is the Union's proposal to add language indicating that the full-time faculty members shall have the right of first refusal on assignments. In other words, in the assignment of course work to faculty members during each quarter, the full-time faculty member will be able to select his or her course before adjunct faculty or temporary faculty will be assigned to work by the department chair.

#### **Columbus State Education Association's Position**

The CSEA asserts that while the faculty has a contractual obligation to carry a 16-hour course load each quarter, each faculty member should have the right to select courses to meet his or her course load in advance of any assignments to adjunct or

temporary faculty. The Association points out that the faculty needs flexibility to allow time to meet the Mission and Learning obligations. Moreover, the Association notes that in a tentatively agreed to provision (Article 23), there is a clause that recognizes that the full-time faculty holds a superior position over adjunct faculty for reduction-in-force purposes.

The Association is willing to identify one exception to the general right of first refusal. That exception will include a situation where the full-time faculty member is the only one who could teach the course to meet the students' interests. The chair in this circumstance could assign a full-time faculty member to that course without regard to the first refusal.

#### **Columbus State Community College's Position**

It is the College's position that the right to make assignments is an inherent management right which must be maintained. The department chair has the daunting task of balancing a rich blend of skills brought forth by the full-time faculty and adjunct faculty to create a quality educational opportunity for the students. Balancing expertise and availability to get the right mix is essential.

The Association has not demonstrated a significant problem in this area and, in practice, the full-time faculty generally gets the pick of courses that they desire. The College steadfastly maintains that there is no necessity to add language to the contract which will limit its flexibility in course assignments, denigrate the management's inherent right to assign, and compromise operational needs.

## **Recommendation**

The information supplied at the hearing indicates that each department has a different process by which it prepares for and makes assignments. However, generally speaking, each department solicits from the full-time faculty information with respect to the courses said faculty members are interested in teaching. Based upon this information, the availability of adjunct faculty and the needs of the students, the department chair is charged with the responsibility of making assignments. In other words, as a practical matter the administration currently considers the faculty member's desires to teach certain courses when making the assignment.

In an effort to formally integrate the general practice into the collective bargaining agreement, it is the recommendation of the fact-finder that Article 4, Section 4.02F (Assignment Consideration) be modified to read as follows:

“As the chairperson makes course/section assignments, the chairperson will take faculty seniority into consideration. In addition, the chairperson will take the faculty member's preference for courses into consideration.”

Such a modification simply captures the existing general practice and maintains the inherent right of management to assign coursework. Also it provides a vehicle for discussion and resolution of assignments which unreasonably ignore a faculty member's preference.

### C. Faculty Work Day

#### **Columbus State Education Association's Position**

The CSEA proposes a new provision entitled Faculty Work Day which provides:

“No faculty member will be expected to spend more than nine (9) consecutive hours at the College on any one day without his/her specific approval and consent. At least twelve (12) hours shall lapse between the last job responsibility and the first job responsibility on the succeeding day. Exceptions

will be made upon agreement between the faculty member and department chairperson.”

Recognized exceptions to this rule are:

1. To report for department committee meetings; and
2. to report for in-service day.

The Association asserts that this provision provides a certain level of scheduling protection for the bargaining unit member. It is also consistent with Lakeland Community College’s contract language.

### **Columbus State Community College’s Position**

While the College is sensitive to the need to provide sufficient time away from the College to faculty members between the conclusion of one day of work to the beginning of the succeeding day of work, it must take into account student needs and operational flexibility. For instance, in the Contract Sciences department, it is necessary to provide a two (2) day schedule for a week offering courses in the morning and evening hours. Under these circumstances, in order to serve the students’ needs, it is impossible to agree to apply the twelve (12) hour rule. In addition, in situations such as healthcare where clinical placement is essential, the College is bidding against five (5) other institutions of higher education for time and space in hospital units. That time and space must be utilized when available. The rule cannot be applied without exception. Therefore, the College is able to agree to the twelve (12) hour elapsed time between the end of one day and the beginning of the succeeding day with four (4) exceptions. Those exceptions are:

1. To report for a department or committee meeting;
2. to report for an in-service day;
3. to report to teach a course that enables him/her to fulfill the sixteen (16) hour workload; and
4. to report to teach a course for which they are the only qualified faculty.

The College points out that the Cuyahoga Community College has a collective bargaining agreement which contains scheduling language in support of their position. With respect to the requirement not to exceed nine (9) hours on campus, the College maintains that the matter was taken off of the table by the Association and more importantly, the faculty is free to leave the College campus anytime they are not in session or have scheduled office hours.

### **Recommendation**

The undersigned recommends the language contained in Article 4, Section 4.02E, which is entitled Faculty Work Day should read:

“Faculty shall normally not have fewer than twelve (12) hours between the end of their last class/office hour on one day and the beginning of first class/office hour on the following day without the approval of the faculty member. Exceptions to these are:

1. to report a department or committee meeting;
2. to report for an in-service day;
3. to report to teach a course that enables faculty to fulfill a sixteen (16) hour workload; and
4. to report to teach a course which he or she is the only qualified faculty.”

This recommendation strikes a balance between the needs of the faculty member and the recognized exceptions created by the operation of the different disciplines. It does not purport to address the nine (9) hour limitation set forth in the Association’s proposal. Insufficient evidence exists in the record to support assertion that this is a problem that needs to be addressed in the collective bargaining process in the lack of comparables.

### *Article 7 – Association’s Business*

On July 7, 2005, during the course of the mediation effort, the parties came to agreement on the terms of Article 7 with the exception of the proposed section of 7.06

(Bank of Hours). Said tentative agreement is incorporated by a reference into this Report. The recommendation of the fact-finder on the open issue is set forth below.

### **Columbus State Education Association's Position**

It is the Association's position that their representative should be afforded "release time" to conduct contract administration duties. This "release time" would be created by requiring each faculty member to contribute four (4) hours of personal leave per year to a bank of hours to be used for Association business. The hours would be assigned by the Association president on a quarterly basis with at least 30 days of notice to the administration. The specific proposal reads as follows:

#### **"Section 7.06 – Release time for Association Business**

Effective July 1, 2005, and on January 1 of each successive year of this Agreement, each faculty member will contribute ½ day (4-hours) of personal leave to a bank of hours for use by the Association for contract administration and related Association business.

The Association president will assign these hours as reassigned time for Association officers and/or Association representatives on a quarterly basis. At least 30 days prior to the first day of each quarter, the Association president will inform the College of the faculty members who are to receive "release time" for that quarter. In no case will a faculty member receive "release time" with more than eight (8) contract hours per quarter.

Faculty members assigned these hours shall notify their department chairs by Friday of the seventh week of the quarter before the reassigned hours will be used.

7.06.01 – Full-time faculty are expected to teach at least 50% of their full instructional load during the Autumn, Winter, and Spring quarters.

7.06.02 – The use of these reassigned hours will not result in a faculty member having more than twelve (12) overload hours in any quarter.

Any unused hours donated to the Association will carry over from year to year. The Association and the College will jointly develop payroll procedures for accounting for the use of the reassigned time."

The Association notes that historically, and prior to the establishment of the collective bargaining relationship with the College, the president of the faculty senate and

the secretary of the faculty senate each received five (5) hours of reassigned time to conduct business. Moreover, comparables demonstrate that both Cuyahoga Community College and Lakeland Community College both have contractual provisions setting forth a form of “release time” for Union officials/officers.

### **Columbus State Community College’s Position**

It is the position of the College that the faculty senate performs governance duties that were sanctioned by the College Board of Trustees. Work typically associated with the operation of the Association, such as grievance processing, informational picketing, and engaging on strike activity is not related to governance of the College.

Moreover, history shows very little grievance activity over the life of the first contract. There was one (1) arbitration case, five (5) mediation cases settled, six (6) other settlements, and four (4) cases withdrawn. No grievances were filed in 2005. In addition, two (2) labor management meetings were cancelled for lack of an agenda.

While the College doubts the need for creating a bank of hours that can be drawn upon for contract administration purposes, the College is willing to live with the following proposal.

“The College agrees to establish a bank of hours for the use of the president or vice president of the Union for the sole purpose of administering the Collective Bargaining Agreement. The bank of leave shall be established and operated in the following manner:

- Each full time faculty member will be charged one (1) hour of personal leave.
- That leave will fill the bank on an annual basis beginning on January 1, 2006.
- The leave shall be used for the administration of the contract only.
- The above approved officers shall notify the chairperson they will need to use the leave and they will be absent from the scheduled class(es) or office hours and may need a substitute.
- Personal leave bank shall be debited the number of missed hours that the officer needed to be away for those assigned in this period.

- At the end of each calendar year, any unused personal leave will be forfeited.
- Any new full faculty member that is hired will not have any personal leave drawn from this bank until January 1 of his or her first year.”

### **Recommendation**

The College’s position undervalues the role the Association plays in the peaceful and constructive governance of the inter relationship between the administration, faculty, and students. The collective bargaining process provides a mechanism to jointly establish the terms and conditions by which the parties’ relationships are governed. It also provides a method for integrating input concerning the various interests related to issues. The collective bargaining agreement sets forth the objectives established by the College and the Association and memorializes the terms by which these objectives are to be achieved. Even the grievance procedure itself provides an effective vehicle for the constructive and orderly resolution of disputes and serves to minimize disruption in the workplace. Just as the College recognizes the faculty senate’s contribution to the governance of the institution, it must also acknowledge the vital role the Association plays in the governance of the relationship between the parties and the students.

The comparable presented by the Association suggests the need for “release time.” The history related to the faculty senate indicates the limited number of hours of reassigned time for Association officers is appropriate.

Therefore, it is recommended that the president and vice president of the Association be afforded four (4) hours of reassigned time per quarter to attend to the administration of the collective bargaining agreement. The suggested language recommended for settling Section 7.06 reads as follows:

“The president and vice president of the Association shall be afforded four (4) hours of reassigned time per quarter to attend to contract administration duties.”<sup>2</sup>

### *Article 13 – Sick Leave*

At the outset of the discussion on Article 13, two (2) issues were identified as open issues. The first issue dealt with the transfer of sick leave from other agencies. Both parties recognized on the record that there was a statutory requirement to accept transfer sick leave from the appropriate organizations. In addition, on a prospective basis, the parties agreed that such transfer sick leave may not be used towards their retirement buy out. Finally, the parties agreed that the exhaustion requirement applies only to the exhaustion of sick leave and not to other kinds of leave such as personal leave. Based on these agreements, only one (1) issue remained open in the fact-finding hearing – the amount of the buy out of sick leave upon the retirement.

### **Columbus State Education Association’s Position**

Initially, the Association proposed an increase of the sick leave of buy out allowance from 40 days to 50 days. During the course of the fact-finding proceeding, the Association modified its stance and offered to increase the buy out allowance upon retirement from 40 days to 45 days. The Association points out that the increased costs to the College for funding the proposal is \$30,000. Additionally, the Association directed the fact-finders attention to the Cincinnati State Community College which has a buy out allowance at a maximum of 65 days and Lakeland Community College which has a 45 day buy out cap.

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<sup>2</sup> At the fact-finding hearing, the Association raised the proposal related to the recognition of Association business as college service. The College challenged the Association’s assertion in this regard indicating that in signing off on the TA, the recognition language was dropped. The Association president formally withdrew its proposal at the fact-finding hearing.

### **Columbus State Community College's Position**

The College argues that the sick leave policy is a form of insurance for faculty members with an unlimited ceiling rather than a retirement benefit. The College notes that the sick leave allowance must be viewed as a whole. Cuyahoga Community College, for example, has a slightly higher buy out ceiling, but has a cap on the accumulated sick leave of 180 days, as does Sinclair Community College and Owens Community College. Some professors at Columbus State Community College have accumulated over 3,000 hours of sick time with most professors accumulating well over 1,000 hours of sick time. The total cost of the buy out obligation currently assumed by the College is approximately 1.7 million dollars. With increases in the buy out allowance come trade offs in the form of caps.

### **Recommendation**

No compelling reason has been established to warrant an increase in the buy out allowance for sick leave. Absent a cap on the accumulated maximum, the sick leave policy must be viewed as an insurance policy, and not a retirement benefit. Increasing the buy out allowance raises the pressure to restructure the entire policy, and the consequences are not in anyone's interest. Therefore, no change is recommended in the maximum buy out allowance.

### *Article 24 – Seniority*

### **Columbus State Education Association's Position**

The Association proposes to add Section 24.02 – Applications of Seniority to the collective bargaining agreement. This provision establishes the right of first refusal over adjunct faculty for all courses and division/departments that they are qualified to teach. In

addition, it sets forth seniority as the determinative factor resolving conflicts with regards to selection of office space, assignment of special projects, and the assignment of lead instructor of program/coordinator hours. The seniority provision also indicates that when seniority is equal, rank is determinative and when seniority and rank are equal, seniority in rank is determinative. When seniority, rank, and seniority in rank are all equal, quarters served as an adjunct professor prior to full-time service will be determinative. The Association's proposal provides that if the application of seniority issues is not specifically addressed in the collective bargaining agreement, it should be determined jointly by the Association and the College.

It is the Association's view that adding this provision to the collective bargaining agreement simply identifies the applications of seniority when conflicts arise. In other words, it fleshes out the seniority provision found in Article 24, Section 24.01.

### **Columbus State Community College's Position**

The College is quick to point out that no other community college of comparable size has a provision granting faculty first right of refusal over adjunct faculty and course selection. Nor does any comparable institution provide for seniority as a determinative factor in resolving conflict.

There have been no problems regarding seniority that have remained unresolved from the first collective bargaining agreement and no compelling reasons have been demonstrated during these proceedings to warrant a change.

### **Recommendation**

Given the fact that the first right of refusal was addressed in this report under Article 4 – Faculty Work Load and Responsibilities, and no compelling reason has been

identified which would justify a change in the language, the undersigned is reluctant to recommend the change sought by the Union. This posture is bolstered by the fact that comparables do not warrant a change either. Therefore, no change is recommended.

*Article 25 – Faculty Salary*

**Columbus State Education Association’s Position**

In summary, the Association’s position on faculty salary is as follows:

“The lack of salary schedule prevents faculty from progressing to the top of the salary structure. The College’s proposal is to have salary structure revert to ‘ranges’ that existed prior to collective bargaining. This structure has limited faculty, despite periodic pay increases, to the bottom of each of the ‘ranges’ for each faculty rank because the College raised the base of each rank at or near the same percentage that it increased the salary.

CSEA’s proposal places each faculty member within the salary schedule based on years and rank. (Rank is achieved through an extensive peer-reviewed promotion process that is admitted by the College.) The schedule then allows faculty to move through the salary structure and achieve higher levels of pay over a career with the College.

Given the College’s sound financial position, the Association proposal places no economic hardship on the institution” (See Appendix A attached hereto).

**Columbus State Community College’s Position**

The College proposes that effective July 1, 2005, each faculty member will have their salary increased by 2.5%. The salary ranges for each rank will remain the same. Effective July 1, 2006, each faculty member’s salary will be increased by 3%. The salary ranges for each rank will be increased by 2%. Effective July 1, 2007, each faculty

member's salary will be increased by 3%. The salary range for each rank will be increased by 2%.

The Employer's proposal also recognizes the salary contingency in that the faculty member's salary must fall within the salary range for his or her rank. Once the faculty member's salary reaches the top of his or her range, that salary will be capped and may not exceed the range. In addition, the faculty:

“Shall submit written evidence that may be used in the portfolio performance, which meets or exceeds expectations in their current rank in two broad categories: Instruction and Instructional Support and Service. The specific categories within Instruction and Instructional Support and Service are the same as listed in the Promotion and Tenure Policy and Procedure (Article XX). Failure to submit sufficient evidence or meet expectations in the appropriate categories for the faculty member's rank will constitute justification to reduce the faculty member's proposed salary increase by one half of the entire amount for that year.”

The Employer's proposal also provides mentoring for faculty member's who do not receive the full proposed salary increase in years two (2) and three (3) of the agreement (See Appendix B attached hereto).

### **Recommendation**

In spite beginning negotiations in earnest in April and May of 2005, the record suggests that the parties had very little discussion, if any, on the topic of faculty salary. In fact, save the exchange of initial proposals on May 19, 2005, the parties did not address faculty salary until the fact-finding (in which new proposals were presented). These circumstances make the undersigned's task virtually impossible. The chance of producing

a Report that can be ratified by both the College and the Association without the benefit of the give and take connected with rigorous collective bargaining is minimal at best.

For instance, the Association proposes a major shift in the approach to faculty salary. The Association is seeking to create a “salary schedule” based on longevity which would substantially increase the ranges between steps on the pay schedule. This proposal comes with a hefty price tag – approximately 6 million dollars – which is twice the cost of the College’s proposal.

The College, on the other hand, proposes an equally significant change in the salary schedule. While proposing percentage increases, those increases are conditioned upon satisfying certain criteria and meeting the certain expectations. In other words, the increases take effect based upon individual performance and/or service goals being met. One could argue that the notion that the College is proposing percentage based rate increases is illusory. The real possibility exists that some faculty members will not realize full salary increases while others will.

These two proposals are diametrically opposed and stand in stark contrast to one another. Remember, fact-finding is not a form of “first best offer” arbitration. It is designed to foster the collective bargaining process by producing recommendations on issues that have been the subject of an exhaustive exploration in negotiation and based upon rationales that emerge from those discussions. To recommend either proposal will guarantee rejection of this Report.

Therefore, it is recommended that the faculty salary be increased 3.5% across the board (for each classification) effective July 1, 2005; effective July 1, 2006, the faculty salary be increased an additional 3.5% across the board (for each classification); effective

July 1, 2007, the faculty salary be increased an additional 3.5% across the board (for each classification). This recommendation is slightly less than the total percentage increase offered by the College; however, the risk of contingency has been eliminated and the base rate is increased in 2005.

With the steady growth in student enrollment and revenues realized by the College and the amount of unencumbered funds available to the College, the School has the financial ability to fund this recommendation. Furthermore, the brief history of collective bargaining indicates that previous salary increases were not tied to service or performance standards.

*Article 26 – Overload Pay*

**Columbus State Education Association’s Position**

“When faculty teaches more than the requisite 16 hours per quarter, they are compensated at the overload rate, which is traditionally tied to the hourly rate to adjunct faculty. This rate historically has increased at a rate of less than 3%. This proposal will increase the rate each year of the contract from \$39.00 in the first year, to \$42.00 in the second year, and to \$45.00 in the third year.”

**Columbus State Community College’s Position**

The College proposes the following language:

“Effective July 1, 2005, the overload rate shall be \$39.00 per hour and will remain the same as the adjunct rate for the life of this Agreement.”

**Recommendation**

As noted in the record, historically, the overload pay rate for full-time faculty has been equal to the hourly pay rate for the adjunct faculty. Thus, although the Association

does not negotiate for adjunct faculty, its bargaining unit members realize the benefit of any increase passed by the Board of Trustees with respect to the hourly rate of the adjuncts.

While it can be argued that there is reason to uncouple the overload rate from the hourly adjunct rate and negotiate firm rates in the contract, no compelling reason to increase the rates in accordance with the Union's proposal has been presented.

However, there is a risk associated with adopting the Employer's proposal. Should the hourly adjunct rate fall below \$39.00, conceivably the overload rate would fall with it. There is no floor. Thus, to minimize this risk, it is recommended that the following be adopted:

"Effective July 1, 2005, the overload rate shall be \$39.00 per hour and will remain at the adjunct rate for the life of this Agreement, provided however, the overload rate shall not fall below \$39.00 per hour during the life of this Agreement."

#### *Article 28 – Benefits*

##### A. Medical and Dental Insurance (Section 28.02)

#### **Columbus State Education Association's Position**

It is the Association's position that the College should pay 90% of the medical and dental insurance premiums with the faculty member contributing 10% to the premium costs. In addition, the Association proposes that the plan designed remain substantially similar to the current plan UHC Choice Plan Plus 068M.

"Current practice provides for the College to pay 80% of the healthcare premium and faculty members to pay 20%. Taking the position that healthcare costs should not increase as all costs do, the College has proposed that employees who want to retain their

current level of healthcare coverage should increase their payments by more than 70% for individuals and more than 80% for families.

Collective bargaining agreements at comparable Ohio community colleges, as well as other public education environments and public sector work places, provide for employer healthcare contributions that average 93%, placing Columbus State at the low end of the marketplace. Our proposal would have the College pick up 90% of the healthcare premium while leaving other options available as offered by the College to other employees, for those who wish to take advantage of other coverage options.

The Association understands that the healthcare costs are increasing and are willing to accept the increased cost of comparable coverage. We are not willing to take on a greater proportion of cost-sharing and believe it is unreasonable to shift the significant additional cost to bargaining unit members.”

### **Columbus State Community College’s Position**

Healthcare costs are rising at an alarming rate and employers, employees, and labor organizations throughout the nation are struggling to keep the costs down. In the case of Columbus State, the costs have increased on an average of 20.1%. From the year 2000 to the year 2005, healthcare costs grew from \$2,303,825 to \$5,148,202. The College is offering an 80%/20% premium cost-sharing for medical coverage, with a plan redesign that increases out-of-pocket payments in such instances as co-insurance, out-of-pocket maximum, ER co-pay, Urgent Care co-pay, office visit co-pay, and prescription card co-pays.

## **Recommendation**

As with faculty salary, the record suggests that there was frightfully little meaningful discourse between the parties during the negotiations on the topic of benefits and, more specifically, on the topic of healthcare. Moreover, the healthcare issue is the subject matter of an unfair labor practice charge pending before SERB based on an allegation of direct dealing by the College with the employees. Also, as with faculty salary, these circumstances make the undersigned's task virtually impossible. The parties do not come to fact-finding having the benefit of the exploration of meaningful negotiation on the issues. The circumstances are exacerbated pending on the unfair labor practice charge.

The Association proposes rolling back the 80%/20% premium cost-sharing that exists in the current Agreement to a 90%/10% cost-sharing scenario. This effort is in large measure supported by comparables with other community colleges in the state which the Association asserts average 93% of premium cost-sharing being paid by the Employer. However, for the first time, the College pointed out that Sinclair is in the process of a gradual reduction from 90% employer contribution to premium costs going to a level of 80% employer sharing of premium costs. The 88% represented in the comparable chart supplied by the Association was an interim step. In addition, the Employer points out that Owens State Community College had a collective bargaining agreement which expired in February 2004 and that the parties are still in negotiations as a result of the College's steadfast refusal to accept a 100% premium cost payment.

These are precisely the types of discussions that should take place during the collective bargaining to assist the parties in shaping the rationales of their proposals that they submit in fact-finding.

Given the circumstances and particularly the pending unfair labor practice charge, the undersigned has no viable choice but to recommend that the parties maintain an 80%/20% premium cost sharing arrangement and that the benefits remain substantially similar to the benefits which existed in 2004-2005 under the prior agreement. This status quo recommendation also applies to dental coverage.

#### B. Disability Insurance

##### **Columbus State Education Association's Position**

“The College presently limits disability insurance to a maximum of \$36,000 per year for a disabled faculty member, less than a payment made by any other sources such as workers compensation or State Teachers Retirement Systems (STRS). The Association proposes the College provide disability insurance equal to 70% of the faculty member's previous year's gross earnings or the next year's three-quarter amount, whichever is greater; or to supplement any STRS disability payment to 100% of the highest three-year average salary.”

##### **Columbus State Community College's Position**

It is the College's position that the cap on the maximum amount of disability insurance can be raised to \$60,000 for disabled faculty members. That change puts the benefit on the same footing as other employees at the College. However, said amount would also be subject to a limitation of 60% of the previous year's salary. The College

maintains that the supplement to STRS disability payment is cost prohibitive and its carrier will not even quote such a proposal.

### **Recommendation**

It is recommended that the disability insurance maximum be raised from \$36,000 per year for disabled faculty member to \$60,000 for disabled faculty member recognizing that amount is further limited by 60% of the faculty member's prior year's earnings. It is further recommended that no STRS supplement be adopted.

### C. Life Insurance

#### **Columbus State Education Association's Position**

"The College currently offers a life insurance benefit equal to one year's salary based on the past year's gross income or the next year's three-quarter income, whichever is the higher. Our proposal would increase the benefit to three-times the faculty member's previous year's earnings or three-times the current year's three-quarter amount, whichever is greater."

#### **Columbus State Community College's Position**

Columbus State Community College takes the position that its insurance carrier will not quote a rate simply for the faculty member bargaining unit. The rate change would have to apply to the College and Employee workforce universally. Thus, any raise in the life insurance benefits for faculty will have a significant financial impact on the College. It is estimated that raising the life insurance amount would cost the College an additional \$82,000.

## **Recommendation**

The Association's position on life insurance appears to be driven by the comparables supplied at the fact-finding hearing. Cuyahoga Community College professors receive life insurance in the amount of 2.5 times their actual annual salary. Sinclair Community College faculty members receive life insurance in the amount of two (2) times their annual salary. Owens Community College faculty members receive life insurance benefits in the amount of \$50,000. Loraine Community College faculty members receive life insurance benefits at the rate of one (1) times their annual salary. Lakeland Community College faculty members receive life insurance benefits in the amount of two (2) times their annual salary. Cincinnati State Technical and Community College faculty members receive life insurance benefits in the amount of 1.5 times their annual salary.

It must be noted that the Columbus State Community College life insurance is not only based on gross earnings, it includes overload pay and summer quarter work. Moreover, the comparables present a mixed bag and no compelling reason to adjust the life insurance benefits that have been made by the Association. Therefore, the recommendation is to maintain the status quo.

### **D. Open Enrollment**

The parties entered the fact-finding with this as an open issue. However, during the course of the fact-finding discussions, the parties agreed to provide the appropriate open enrollment. That agreement is incorporated by reference herein.

*New Article – Distinguished Teaching Award*

The Association proposed to increase the Distinguished Teaching Award given by the College to up to four (4) faculty members each year from the amount of \$1,000 to \$2,000. The Employer objected to the receipt of any evidence in regards to this issue because the Association failed to list the issue as an open issue in its pre-hearing fact-finding statement. The undersigned took the Union's evidence as a proffer reserving the right to rule it the matter in accordance with the Ohio Administrative Code and the Ohio Revised Code. In light of the fact that the Association failed to list the Distinguished Teaching Award as an open issue for discussion in fact-finding, the fact-finder is unable to take evidence on the matter. Therefore, it is considered a closed issue for fact-finding purposes.

*New Article – Full-Time Faculty Ratio*

**Columbus State Education Association's Position**

“Both the College's accreditation body and the Ohio Board of Regents have minimum standards for the ratio of full-time faculty and the number of FET students. The College's most recent accreditation report (year 2000) noted the imbalance of Columbus State's number of full-time faculty and its FET enrollment. In response to this report, the College's Board of Trustees committed itself to address the situation by hiring sixteen (16) new full-time faculty in each of the Autumn quarters of 2000, 2001, and 2002. The Board opened sixteen (16) new positions in 2000, but in the following year's added only eight (8) new positions each year. Given increases in enrollment, the imbalance cited by our accrediting body is today more pronounced than it was five (5) years ago.

Our proposal would require the College to commit itself to increasing the number of full-time faculty by a specific amount in each of the next three (3) academic years.”

### **Columbus State Community College’s Position**

“The Union is seeking to mandate the College to develop and maintain a ratio of full-time faculty to adjunct faculty. The College believes strongly that this is an issue that is reserved for Management of the College and not subject to collective bargaining.

First, there is no such rule or mandate by the accrediting body nor is there an enforceable rule by the Ohio Board of Regents. No other community college has such a rule in a collective bargaining agreement. One of the advantages of a community college education is the experience brought to the classroom by a faculty who also work in their fields of expertise. Limiting teachers from adjunct faculty is undermining the core advantage a community college has and also deprives the students of a higher quality of education.”

### **Recommendation**

According to the testimony at the fact-finding hearing, the accrediting body exceeded its authority when it commented on the imbalance between the full-time faculty and the FET enrollment at CSCC. In addition, no evidence was presented at the hearing that demonstrates a history of bargaining on this topic, nor any comparables suggesting that other institutions have bargained this topic. The hiring of faculty is an inherent Management right and no compelling reason to adopt the Association’s proposal has been presented.

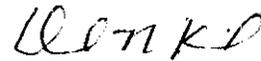
#### **IV. Conclusion**

Based upon the evidence and testimony presented to me, I have made specific recommendations with regard to the open issues presented at the fact-finding hearing. In addition, incorporated by reference are all of the tentative agreements reached during the collective bargaining process including the grievance reached during the mediation phase just prior to the fact-finding.

#### **V. Certification**

This fact-finding report is based upon the evidence and testimony presented to me at the fact-finding hearing I conducted on July 8, 2005.

Respectfully submitted,



Daniel N. Kosanovich  
Fact-Finder  
July 25, 2005

## ARTICLE 25 – FACULTY SALARY

### Section 25.01 – Salary Increases, July 2005

- A. Effective July 1, 2005 the base salary for the Instructor rank shall be \$38,715.
- B. The following salary schedule shall be in effect for the period from July 1, 2005 through June 30, 2006.

Each entry represents the factor that the base salary of the Instructor rank is to be multiplied by, based on the number of years that the faculty member will be serving in rank during the 2005-2006 academic year (i.e., the table starts at year 1 not at year 0).

	2005 – 2006 Schedule			
	Instructor	Assistant	Associate	Professor
1	1.000	1.160	1.357	1.601
2	1.030	1.195	1.398	1.650
3	1.061	1.231	1.440	1.699
4	1.093	1.268	1.483	1.750
5	1.115	1.306	1.528	1.802
6	1.137	1.332	1.573	1.857
7	1.160	1.358	1.605	1.912
8	1.183	1.386	1.637	1.951
9	1.183	1.413	1.670	1.990
10	1.183	1.441	1.703	2.029
11	1.183	1.441	1.737	2.070
12	1.183	1.441	1.772	2.111
13	1.183	1.441	1.790	2.154
14	1.183	1.441	1.807	2.197
15	1.183	1.441	1.826	2.219
16	1.183	1.441	1.844	2.241
17	1.183	1.441	1.862	2.263
18	1.183	1.441	1.881	2.286
19	1.183	1.441	1.900	2.309
20	1.183	1.441	1.919	2.332
21	1.183	1.441	1.938	2.355
22	1.183	1.441	1.957	2.379
23	1.183	1.441	1.977	2.402
24	1.183	1.441	1.997	2.426
25	1.183	1.441	2.017	2.451
26	1.183	1.441	2.037	2.475
27	1.183	1.441	2.057	2.500
28	1.183	1.441	2.078	2.525
29	1.183	1.441	2.098	2.550
30	1.183	1.441	2.119	2.576
31	1.183	1.441	2.141	2.601
32	1.183	1.441	2.162	2.627
33	1.183	1.441	2.184	2.654
34	1.183	1.441	2.205	2.680
35	1.183	1.441	2.228	2.707

**Section 25.02 – Salary Increases, July 2006**

- A. Effective July 1, 2006 the base salary for the Instructor rank shall be \$39,489.
- B. The following salary schedule shall be in effect for the period from July 1, 2006 through June 30, 2007.

Each entry represents the factor that the base salary of the Instructor rank is to be multiplied by, based on the number of years that the faculty member will be serving in rank during the 2006-2007 academic year (i.e., the table starts at year 1 not at year 0).

	<b>2006-2007 Schedule</b>			
	Instructor	Assistant	Associate	Professor
1	1.000			
2	1.030	1.180	1.416	1.699
3	1.061	1.215	1.458	1.750
4	1.093	1.252	1.502	1.803
5	1.115	1.289	1.547	1.857
6	1.137	1.328	1.594	1.912
7	1.160	1.355	1.642	1.970
8	1.183	1.382	1.674	2.029
9	1.183	1.409	1.708	2.070
10	1.183	1.438	1.742	2.111
11	1.183	1.466	1.777	2.153
12	1.183	1.466	1.812	2.196
13	1.183	1.466	1.849	2.240
14	1.183	1.466	1.867	2.285
15	1.183	1.466	1.886	2.331
16	1.183	1.466	1.905	2.354
17	1.183	1.466	1.924	2.377
18	1.183	1.466	1.943	2.401
19	1.183	1.466	1.962	2.425
20	1.183	1.466	1.982	2.449
21	1.183	1.466	2.002	2.474
22	1.183	1.466	2.022	2.499
23	1.183	1.466	2.042	2.524
24	1.183	1.466	2.062	2.549
25	1.183	1.466	2.083	2.574
26	1.183	1.466	2.104	2.600
27	1.183	1.466	2.125	2.626
28	1.183	1.466	2.146	2.652
29	1.183	1.466	2.168	2.679
30	1.183	1.466	2.189	2.706
31	1.183	1.466	2.211	2.733
32	1.183	1.466	2.233	2.760
33	1.183	1.466	2.256	2.788
34	1.183	1.466	2.278	2.816
35	1.183	1.466	2.301	2.844
			2.324	2.872

**Section 25.03 – Salary Increases, July 2007**

- A. Effective July 1, 2007 the base salary for the Instructor rank shall be \$40,674.
- B. The following salary schedule shall be in effect for the period from July 1, 2007 through June 30, 2008.

Each entry represents the factor that the base salary of the Instructor rank is to be multiplied by, based on the number of years that the faculty member will be serving in rank during the 2007-2008 academic year (i.e., the table starts at year 1 not at year 0).

	<b>2007-2008 Schedule</b>			
	Instructor	Assistant	Associate	Professor
1	1.000			
2	1.030	1.200	1.440	1.728
3	1.061	1.236	1.483	1.780
4	1.093	1.273	1.528	1.833
5	1.115	1.311	1.574	1.888
6	1.137	1.351	1.621	1.945
7	1.160	1.378	1.669	2.003
8	1.183	1.405	1.703	2.063
9	1.183	1.433	1.737	2.105
10	1.183	1.462	1.772	2.147
11	1.183	1.491	1.807	2.190
12	1.183	1.491	1.843	2.233
13	1.183	1.491	1.880	2.278
14	1.183	1.491	1.899	2.324
15	1.183	1.491	1.918	2.370
16	1.183	1.491	1.937	2.394
17	1.183	1.491	1.956	2.418
18	1.183	1.491	1.976	2.442
19	1.183	1.491	1.996	2.466
20	1.183	1.491	2.016	2.491
21	1.183	1.491	2.036	2.516
22	1.183	1.491	2.056	2.541
23	1.183	1.491	2.077	2.566
24	1.183	1.491	2.097	2.592
25	1.183	1.491	2.118	2.618
26	1.183	1.491	2.140	2.644
27	1.183	1.491	2.161	2.671
28	1.183	1.491	2.183	2.697
29	1.183	1.491	2.204	2.724
30	1.183	1.491	2.226	2.752
31	1.183	1.491	2.249	2.779
32	1.183	1.491	2.271	2.807
33	1.183	1.491	2.294	2.835
34	1.183	1.491	2.317	2.863
35	1.183	1.491	2.340	2.892
		1.491	2.363	2.921

**Section 25.04 – Exceptions**

Faculty members Larry Edwards and Gil Feiertag will receive raises of 2.5% plus the percent increase in the base pay of the Instructor rank until such time as they are promoted to the next rank.

Counselor Watson Walker will receive raises of 2.5% plus the percent increase in the base pay of the Instructor rank for the term of this Agreement.

No faculty member will have his/her salary reduced as a result of placement into the salary schedule. The pay rate of any faculty member whose current salary is higher than the salary that he/she would be placed at in the salary schedule shall not receive an increase in pay at this time. He/she will receive the scheduled pay increases in the following years.

**Section 25.05 – Promotion Raises**

Upon promotion in rank, faculty will be promoted to the lowest step of the salary schedule in the new rank that ensures that the faculty member receives a raise of at least 5%, in addition to any increase in the base of the Instructor rank.

### Article 25-Faculty Salary

#### Article 25.01-Salary Administration

**Section 25.01 A. Salary increase 2005-** Effective July 1, 2005 each faculty member's salary will be increased by 2.5%. The salary ranges for each rank will remain the same and are as follows:

	<u>Bottom</u>	<u>Top</u>
Instructor:	\$37,956	\$46,708
Assistant Professor:	\$43,649	\$54,789
Associate Professor:	\$50,196	\$68,211
Professor:	\$58,228	\$79,907

**Section 25.01 B. Salary increase 2006-** Effective July 1, 2006 each faculty member's salary will be increased by 3.0%. The salary ranges for each rank will be increased by 2.0% and are as follows:

	<u>Bottom</u>	<u>Top</u>
Instructor:	\$38,715	\$47,642
Assistant Professor:	\$44,522	\$55,885
Associate Professor:	\$51,200	\$69,575
Professor:	\$59,393	\$81,505

**Section 25.01 C. Salary increase 2007-** Effective July 1, 2007 each faculty member's salary will be increased by 3.0%. The salary ranges for each rank will be increased by 2.0% and are as follows:

	<u>Bottom</u>	<u>Top</u>
Instructor:	\$39,489	\$48,595
Assistant Professor:	\$45,412	\$57,003
Associate Professor:	\$52,224	\$70,967
Professor:	\$60,581	\$83,135

**Section 25.01 D. Salary Contingent-** The above stated raises are contingent upon the following criteria:

1. The faculty member's salary must fall within the salary range for their rank. No faculty member's salary may be outside the salary range. If a faculty member's salary reaches the top of the range, their salary will be capped at the top of the range and may not exceed the range.

CSCC

Article 25 – Faculty Salary

July 5, 2005

Counter Proposal

2. All faculty shall submit written evidence that may be used in a portfolio of performance, which meets or exceeds expectations of their current rank in two broad categories: Instruction and Instructional Support and Service. The specific categories within Instruction and Instructional Support and Service are the same as listed in the Promotion and Tenure Policy and Procedure. (Article XX). Failure to submit sufficient evidence or meet expectations of the appropriate categories for the faculty member's rank will constitute justification to reduce the faculty member's proposed salary increase by 1/2 of the entire amount for that year.

**Article 25.01 E. Mentoring** – If a faculty member does not receive the full proposed salary increase in any two of the three years of this Agreement, the Chairperson may assign a faculty mentor to this faculty member with the purpose of providing appropriate guidance, feedback and support.