

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

STATE EMPLOYMENT
RELATIONS BOARD

In the matter of fact-finding between

Cincinnati State Technical and Community College

and the

American Association of University Professors – Cincinnati State Chapter

SERB Case No. 05-MED-06-0668

This matter was heard before Louis V. Imundo, Jr., Fact-Finder, in Cincinnati, Ohio on August 23, 2005.

2005 AUG 30 P 12: 25

1.0 Introduction

1.1 Appearing For The College

- John Herbert, Attorney at Law
- Eugene L. Breyer, Jr., Director of Human Resources
- Monica Posey, Academic Vice President
- Carolyn Anderson, Executive Vice President
- Rayma E. Smith, Dean Humanities & Sciences Division
- Douglas A. Heesten, Vice President for Institutional Advancement
- Bill Quattrone, Controller
- Chuck Hais, Regional Sales Manager, Brecek & Young Advisors, Inc.

1.2 Appearing For The AAUP

- Don Mooney, Attorney at Law
- John Battistone, Chief Negotiator & Instructor
- Pamela S. Ecker, President & Program Chair
- Joyce Rimlinger, Vice President & Program Chair
- Ronald K. Craig, Instructor
- Geoffrey Woolf, Secretary & Instructor

2.0 Unresolved Issues

- Article VII – Compensation
- Article VIII – Workload
- Article IX – Electronically Purveyed Methods of Instruction
- Article X – Benefits
- Article XI – Severance of Employment Relationship
- Article XII – Tenure

3.0 Recommendations

Article VII -Compensation

In the Fact-Finders opinion, the AAUP's members at Cincinnati State Technical and Community College enjoy an excellent total compensation package. While, currently the College has a budget surplus, any unanticipated adverse event(s) could wipe out the surplus. Economic conditions in this area of Ohio are improving, but if the cost of fuel remains high, it is going to hurt the local economy and will likely adversely affect enrollments. Additionally, the College relies heavily on funding from the State and the State's financial health is tenuous.

In view of the aforementioned, the Fact-Finder believes that the AAUP's wage demands are unrealistically high. The Fact-Finder believes that College's wage offers are inadequate given comparables, what has been given to other employees, and its ability to pay. The Fact-Finder also recognizes that the CPI is a flawed index and that for the average person the cost of living has in the past couple of years has been going up faster than the Index suggests. However, considering the wages and benefits that bargaining unit members currently enjoy, they are not the "average person" and inflation is affecting them equal to or less than the Index suggests.

After reviewing the Parties written submissions and carefully considering their respective persuasive oral arguments the Fact-Finder recommends the following increases be adopted:

Compensation

A Current Faculty Members

1. Effective with the beginning of the Early Fall 2005 term the base salary of all bargaining unit members shall be increased by three and one half percent (3.5%).
2. Effective with the beginning of the Early Fall 2006 term the base salary of all bargaining unit members shall be increased by an additional three and one half percent (3.5%).
3. Effective with the beginning of the Early Fall 2007 term the base salary of all bargaining unit members shall be increased by an additional three and one half percent (3.5%).

B. Increase in Compensation for Earning Tenure Status

The base salary of any faculty member who is awarded tenure during the term of this Agreement shall increase two percent (2.0%) with the next pay period after the award of tenure.

C. Longevity Pay

1. Upon completion of eight (8) full years of service to the College, members of the bargaining unit shall have their base salaries increased by three percent (3%), effective with the start of the next contract year. If, after said increase, any faculty member crossing this threshold, whose base salary is not equal to the minimum starting salary for that year multiplied by 1.071 in the appropriate column based on his/her credentials, shall have this/her salary adjusted upward to at least that minimum.
2. Upon completion of ten (10) full years of service to the College, members of the bargaining unit shall have their base salaries increased by three percent (3%), effective with the start of the next contract year. If, after said increase, any faculty member crossing this threshold, whose base salary is not equal to the minimum starting salary for that year multiplied by 1.103 in the appropriate column based on his/her credentials, shall have his/her salary adjusted upward to at least that minimum.
3. Upon completion of fifteen (15) full years of service to the College, members of the bargaining unit shall have their base salaries increased by three percent (3%), effective with the start of the next contract year. If, after said increase, any faculty member crossing this threshold, whose base salary is not equal to the minimum starting salary for that year multiplied by 1.136 in the appropriate column based on his/her credentials, shall have his/her salary adjusted upward to at least that minimum.
4. Upon completion of twenty (20) full years of service to the College, members of the bargaining unit shall have their base salaries increased by three percent (3%), effective with the start of the next year. If, after said increase, any faculty member crossing this threshold, whose base salary is not equal to the minimum starting salary for that year multiplied by 1.171 in the appropriate column based on his/her credentials, shall have his/her salary adjusted upward to at least that minimum.

5. Upon completion of twenty-five (25) full years of service to the College, members of the bargaining unit shall have their base salaries increased by three percent (3%), effective with the start of the next contract year. If, after said increase, any faculty member crossing this threshold, whose base salary is not equal to the minimum starting salary for that year multiplied by 1.205 in the appropriate column based on his/her credentials, shall have his/her salary adjusted upward to at least that minimum.

D. Overload, Professors Emeriti, and Retirees

Those members of the bargaining unit who work an overload or those former faculty members who are recognized by the College, as Professors Emeriti who perform adjunct work shall be paid on the following basis for the duration of this Agreement:

1. For work performed during the term of this Agreement:
 - a. For a three contract hour course \$1,563
 - b. For a four contract hour course \$2,062
 - c. For a five contract hour course \$2,455
 - d. Compensation for one or more overload units shall otherwise be \$521.00 per unit.

E. New Faculty Members

The minimum salary for new faculty members employed after the effective date of this Agreement shall be as follows:

Year	Bachelor's Degree or equivalent	Master's Degree or equivalent	Doctorate or equivalent
2005-06	\$43,620	\$47,746	\$51,871
2006-07	\$45,147	\$49,417	\$53,686
2007-08	\$46,727	\$51,147	\$55,565

F. Appointment of Administrators to Faculty Positions

With the exception of those individuals named in Board of Trustees Resolutions 91.24 and 95.45, any current administrator or future administrator who is granted faculty tenure during the period of this agreement and who is subsequently appointed to a faculty position within the bargaining unit shall earn a faculty base salary that is no greater than that of the highest paid faculty member with similar years of service and credentials.

G. Mileage Reimbursement

Faculty members who qualify for reimbursement for mileage for using their own cars for authorized College business shall be reimbursed at the rate set annually by the IRS.

Article VIII – Workload

In the Fact-Finder's opinion, the Parties made comprehensive, well reasoned and compelling arguments to support their respective positions. The Fact-Finder recognizes that in academia administrators and faculty are continually challenged to balance the need to maintain quality teaching with financial realities. The long-term survival of the College rests on its ability to provide education and training that meets the on-going needs of prospective employers and the markets they serve. If the College provides high quality education and training in skills and knowledge that prospective employers currently require and/or believe they must have in the future, then there will be no shortage of people seeking admission to the College. In the Fact-Finder's opinion while the knowledge and skills required to do some kinds of work has diminished, in many kinds of work the knowledge and skills required has increased. In a world where technology rapidly and continually changes the way work is done, faculty and students alike must continually adapt to changing conditions. In the Fact-Finder's opinion the more courses faculty are required to teach and the larger the class sizes the more likely it will become that quality of the end product, i.e. truly knowledgeable students, will suffer. In addition, the more overburdened faculty become with teaching loads the less likely it will be that they can quickly and effectively learn and apply new knowledge and techniques.

In the Fact-Finder's opinion, many of the AAUP's proposals should be adopted and some of the College's proposals should be adopted. The Fact-Finder recommends that the following language be memorialized in the successor Agreement:

- A. Members of the bargaining unit who are counselors, admissions counselors, industry relations coordinators, the coordinator of catalogue services (Library), the coordinator of information service (Library) and the Instructional Designer will work 180 days annually on a flexible time off schedule. Days off and work schedules will be arranged in conjunction with, and approved by, the dean and will include a minimum of two consecutive weeks off if requested by the member of the bargaining unit.
- B. Members of the bargaining unit whose work will be measured in units are instructors and those instructors who have assignments in addition to instruction; including program chairing duties. Workload for each member of the bargaining

unit whose work is measured in units shall not exceed sixteen (16) workload units per term to a maximum of sixty-four (64) during the four (4) contract terms of any contract year unless agreed upon by the faculty member. Compensation for courses or other faculty responsibilities which cause a faculty member's load to exceed 16 units per term shall be paid within the term in which the overload is incurred. The faculty member may agree to waive such additional compensation as trade-off against a lighter workload in subsequent terms. The load may exceed sixty-four (64) units to a maximum of four (4) additional units, with the faculty member being compensated for each additional unit at the contractual overload rate for a one-contract-hour course. Such compensation shall be due and payable at the end of the academic year.

For faculty members whose workload is based on course counts, the maximum number of courses that any instructor may be assigned shall be five (5) per term to a maximum of eighteen (18) sections per year. If a faculty member agrees to assume additional faculty responsibilities over and above the five courses, those courses (or those units above five courses) shall be compensated as overload, such compensation to be due and payable within the term in which it was incurred. If a faculty member teaches more than eighteen (18) courses per year, compensation for the additional course(s) or other faculty duties, shall be due at the end of the academic year. Eighteen courses shall be considered a full-time workload, beyond which the assignment of any faculty responsibilities other than instruction shall be considered overload and shall be compensated accordingly.

In calculating faculty members' workloads, all non-instructional units shall be calculated first, followed by the units associated with instructional contact hours as described in (d)(1) of this article. If a course sends a faculty member's workload above the 20 unit maximum for an academic term, or the 64 unit annual maximum, the faculty member shall be compensated at the contractual overload rate for the entire course, unless the faculty member agrees to take on such overload with additional compensation as a trade-off against a lighter workload in subsequent terms. Such compensation shall be paid within the term in which the overload is incurred.

1. New faculty members who begin work after the conclusion of the Early Fall term shall not be eligible for a term off until the next academic year. New faculty who begin work in the Late Fall term shall have workloads not to exceed the workload maximums above. Those who begin work in the Winter term shall have workloads not to exceed seventy-five (75) percent of the above annual maximums. Those who begin work in the Spring term shall have workloads not to exceed fifty (50) percent of the above annual maximums. Those who begin work in the Summer term shall have

workloads not to exceed twenty-five (25) percent of the above annual maximums.

2. Faculty members who are on sabbaticals or other approved leaves shall have their maximum annual workloads reduced by 25 percent per term of such leave.
- C. By June 1 of each year, the academic deans or their designees shall consult with the faculty members of their divisions to establish the faculty member's projected workload for the upcoming academic year, including the faculty member's term off. Such workload projections shall identify project contact hours, program chair base units, program chair FTE units, extra preparation units, project units, and any units assigned for faculty responsibilities in lieu of instruction.

Note: It is understood that the needs of the students and the curriculum require that this projected workload remain flexible. The intent of this provision is that the division dean and the faculty member have a shared understanding of term-to-term as well as annual workload, including determining which units below 16 (or which courses) in a particular term might, from time to time, constitute an overload, will occur with the understanding of both the division dean and the faculty member. Faculty members shall be informed of their term assignments and schedule as early as is reasonably possible.

1. Administration shall not assign to faculty members classes as part regular workload such that from the beginning of the first assignment to the end of the last assignment of the day, more than twelve (12) hours would elapse, unless agreed to by the faculty member.

For classes assigned by the administration as part of regular workload, at least eleven (11) hours shall have elapsed from the end of the last assignment of one day to the beginning of the first assignment of the next day, unless agreed to by the faculty member

2. Class and laboratory maximum capacities shall be established by the appropriate Program, Area, or Cluster Chair, after consultation with departmental faculty and the Division Dean.

D. Units shall be awarded as follows:

1. One unit for each contact hour.
2. One unit for each different preparation more than three per term, unless the extra preparation results from a compensated overload assignment.

(Faculty members shall be compensated for extra preparation units during the term in which said unit(s) are incurred.)

3. Units may be assigned by the bargaining unit member's division Dean for special projects or responsibilities.
4. In recognition of the fact that the Health Technologies Division does not have full-time cooperative education coordinators, three (3) units shall be assigned for each academic term to each faculty member who performs such clinical or cooperative education coordination responsibilities.

In addition to the three (3) units, clinical and cooperative education workload units shall be awarded as follows:

- a. Faculty members whose clinical or cooperative education responsibilities require on-site student instruction shall receive one (1) workload unit for each contact hour of such clinical instruction.
 - b. Faculty members whose clinical or cooperative education responsibilities include duties other than direct student instruction shall receive .33 workload units for each student enrolled in such clinical or cooperative education experience.
- E. Full-time faculty may request overload duties beyond the assigned workload and will be given reasonable consideration in the assignment of overload responsibilities. Full-time faculty members shall be given preference for overload for courses, which, within two (2) calendar weeks before the start of an academic term, are still listed as "TBA." Compensation for such overload shall be due and payable within the term in which it was incurred.
- F.
1. A faculty member whose work is measured in units must also be available for eight (8) in the building office hours per week. Faculty members teaching on-line courses may utilize up to two of the eight required office hours to conduct virtual office hours. The virtual office hours requirement may be satisfied on or off the campus. An instructor is expected to spend the remainder of the week preparing to teach, grading exams, setting up labs (it is understood, however, that certain labs which require additional time or attention because of the need for fresh material or specific faculty attention, may require special project units as described in D (3) of this article), interacting with students and prospective students, doing committee and accreditation work, and performing other functions typically performed by College faculty.

2. In addition to the eight (8) office hours, Program Chairs and Area Chairs, in consultation with their Deans, will develop mutually agreeable methods through which they will establish their availability for the remainder of the week.

G. Program Chair Duties

1. Each Program Chair, "Cluster" Chair, Department Chair or Area Chair will receive four (4) workload units each term for his or her work as chair, and shall not be assigned more than four (4) classes in any one term.
 - a. The four (4) workload units assigned to program chairs shall be considered the "base."
 - (i) the "base" of four units assumes a program or a "cluster" of a size of up to and including forty (40) FTE students registered in the program, not counting students in pre-technology status.
 - (ii) the program earns one unit for each official "option" or "major" published in the College Catalogue over and above the base program or cluster.
 - (iii) if a program is larger than 40 FTEs, the program earns one additional unit for the forty-first (41st) student up to a size of 60 FTEs, and an additional unit each time a threshold of 20 FTE students is crossed.
2. Whether an Area Chair or department requires additional units over the base of four (4) depends on the particular duties and responsibilities of that position. Such factors as how many full-time faculty fall under the auspices of an Area or Department Chair, how many adjunct faculty are associated with the area of department, how many sections are taught during any given academic term under the auspices of the area or department, and how many separate courses are offered under the auspices of the area or department may be reasons to assign additional workload units. The Dean may assign special project units for these additional responsibilities. In calculating such additional units, the Dean shall apply the guidelines set forth in the Memorandum of Understanding at Appendix _____.

3. Whether a certificate director receives additional units is dependent on the size and nature of the certificate program and the duties and responsibilities attached to the certificate program. The Dean may assign special project units for these additional responsibilities.
4. Where, upon agreement of the program chair, the division dean and the affected other faculty members, the duties of program chair are divided between or among two or more people, workload units for that program shall be divided among those performing the duties.

H. Cooperative Education Coordinators

1. Cooperative Education Coordinators will work 180 days during four of the five academic terms, said days to be arranged by the dean in consultation with the faculty member. Workdays may be assigned between terms and time off provided during terms. To identify their term "off," cooperative education coordinators shall consult with their deans or deans' designees by June 1 of each year, as provided in paragraph C of this Article.
2. Maximum annual co-op registrants (as counted on the 14th day of each term) in the four (4) with the highest number of registrants shall be 250. Overload shall be paid for all co-op registrants over 200 at the rate of .33 workload units per registrant.
3. By mutual consent, a faculty member and the College may agree that a faculty member will work as a cooperative education coordinator during the faculty member's term off. For a faculty member who works the "off" term, the faculty member or his or her dean shall, by fifty-five (55) days prior, identify and agree upon thirty (30) work days within the term off. For those thirty (30) days, the faculty member shall be paid at the rate of ten (10) overload units. For each registrant above 50 during that off term, the coordinator shall be paid at the rate of .33 workload units per registrant.
4. For coordinators who are assigned instructional or program chair duties, the annual four-term co-op registrant maximum load of 250 and the overload minimum requirement of 200 shall be reduced by a percentage equal to the number of annual instruction, program chair, or other units divided by sixty-four (64).

For purposes of this Article FTEs shall be defined as the average number of FTE students registered in a program on the fourteenth (14th) day of the previous five terms beginning with the Summer term and ending with the Spring term, not counting students

in pre-technology status. Each academic term the College shall supply to the Program Chairs a list of the names of all students registered in their programs and the students' status as either full admits or pre-tech admits. The Program Chairs shall work with the College to insure the accuracy of the data.

Article IX – Electronically Purveyed Methods of Instruction

The AAUP proposed two changes to Article IX. The first was the creation of a new Section B, Paragraph 4 and an amendment to the former Paragraph 4 to vest faculty with control of on-line course sizes.

The Fact-Finder was impressed with the AAUP's arguments regarding compensation for developing and delivering on-line courses. However, the Fact-Finder does not agree with the AAUP that developing such courses, on average, requires more effort than developing and delivering traditional courses. The Fact-Finder recommends that the proposed new language not be adopted.

The Fact-Finder believes that faculty input regarding class sizes should be welcomed by administrators and carefully considered in the decision making process. However, the Fact-Finder believes that the final authority for determining class sizes should be vested with management. The Fact-Finder makes the point that if a faculty member believes that a Divisional Dean or Director is unwilling to consider his/her opinions regarding class size and that his/her decisions are unreasonable or unrealistic he/she can file a grievance over the matter. The Fact-Finder recommends that the AAUP's proposed change to Paragraph 4's language not be adopted.

Article X – Benefits

In the Fact-Finder's opinion bargaining unit employees have an outstanding and enviable benefits package. In the Fact-Finder's opinion, anecdotal and empirical data supports the belief that healthcare benefits users act more responsibly when they share in the cost of such benefits. In the Fact-Finder's opinion, healthcare insurance providers are price gouging employers and individuals. While individuals are essentially powerless to do anything about the outrageous price increases in insurance premiums, employers, and particularly large employers like the College are not powerless. In the Fact-Finder's opinion the College, in consort with other similarly affected employers should be more aggressive in pressuring healthcare insurance providers to reduce premiums. While healthcare insurance providers will be quick to say that the way to reduce premiums is to reduce coverage and increase deductibles such suggestions should be categorically rejected.

The Fact-Finder recommends that the College's proposed language for Section F be adopted.

F. Health Insurance, Prescription Drug Plan, Dental Plan, Short-Term Disability Plan and Vision-Care Plan

The College shall make available to members of the bargaining unit and their eligible dependents health insurance coverage, dental insurance coverage, vision coverage, an Employee Assistance Plan, and short-term disability coverage as follows (the health insurance plans are set forth in detail in policies of insurance which contain specific terms and conditions of coverage, and shall be available in the office of the Director of Human Resources.):

1. The College shall provide a "cafeteria" style plan, with the College providing a predetermined amount of benefit dollars sufficient for each eligible full-time employee to "purchase" the following benefits on the following basis during the duration of the contract:
 - a. 95% of the cost of Anthem Blue Preferred health insurance coverage, with the office visit co-pay set at \$15 and the three-tier prescription drug co-pays set at \$10/\$20/\$30
 - b. The total cost of the current dental coverage.
 - c. The total cost of vision plan coverage as provided by Vision Service Plan (VSP) Plan B.
 - d. The total cost of the current short-term disability coverage for the employee only.
 - e. The total cost of the Employee Assistance Plan.

The benefit dollars allocated to each eligible full-time employee will be sufficient to pay for the yearly premiums as described above for insurance based on either single or family coverage, as the faculty member is eligible. Should any employee choose a total package of benefits that exceeds the benefit dollars allocated (i.e. an alternative health care plan) the employee must pay the difference through payroll deduction.

A bargaining unit member may revise his or her election upon a change of family status in accordance with the terms of the plan. Bargaining unit employees who waive coverage for which they would otherwise be eligible will still receive the allocated benefit dollars, which he or she may use to purchase other benefits or to receive the premium value in cash (paid bi-weekly). However, the amount of premium value that may be received in cash by an

employee who waives the health insurance coverage shall be fixed, for the term of this agreement, at \$154.38 bi-weekly for single coverage waived, \$416.81 bi-weekly for family coverage waived, and \$262.43 bi-weekly for a family eligible employee taking single coverage. An employee waiving health insurance coverage must show evidence of health insurance coverage from another source. An employee may not decline coverage in the Employee Assistance Program and must enroll in some version of the vision plan.

All bargaining unit members are eligible to participate in the Flexible Spending Account program provided by the College. This account will allow employees to pay for un-reimbursed medical expenses and/or child and dependent care charges with pretax dollars.

2. Open Enrollment

An open enrollment period shall be established during the sixty (60) day period immediately following the signing of this Agreement during which members of the bargaining unit may choose their provider. There shall be an open enrollment period each year of the Agreement.

In the Fact-Finder's opinion, the AAUP made persuasive arguments to increase the group term life insurance and the cash payment for sick-personal leave. The Fact-Finder recommends that the AAUP's language for Section G be adopted. The Fact-Finder recommends that the AAUP's proposed language for Section I, Item 2 be adopted.

G. Group Term Life Insurance

A term life insurance policy shall be provided for each member of the bargaining unit, equal to two (2) times a faculty member's salary or \$50,000 whichever is higher, with all premiums paid by the College. The policy shall include accidental death and dismemberment riders.

H. Free Parking

Parking shall be provided for members of the bargaining unit.

I. Cash Payment for Sick/Personal Leave

At the end of the fiscal year, members of the bargaining unit may exercise one of the two options regarding any sick leave/personal leave days fewer than thirteen (13) used during the previous year:

2. Convert up to one-half of the unused balance for the year into a cash payment computed as 0.00278 times the current annual salary times the number of eligible days.

Article XI – Severance of Employment Relationship

Article XII – Tenure

As a former university professor, the Fact-Finder understands and appreciates the importance of tenure to faculty. As a former executive, the Fact-Finder also understands and appreciates Management's need to have the authority to effectively and efficiently manage the College. In the Fact-Finder's opinion, there is a dangerous trend in the country to compel people to think and act in ways that are politically correct and conform to popular beliefs. Universities and colleges are environments where, within reasonable limits, people, particularly faculty must have the freedom to express unconventional views and to constructively question, if not challenge popular beliefs within the framework of their areas of expertise and knowledge.

In the Fact-Finder's opinion, while some administrators and bargaining unit employees may view tenure as being synonymous with lifetime employment, in reality, such is not the case. The Agreement provides Management with the authority to permanently layoff tenured faculty and for proper cause to discipline and discharge employees who act irresponsibly.

In the Fact-Finder's opinion, Management has sufficient authority to effectively and efficiently manage the College and the proposed changes in Articles XI and XII should not be adopted.

August 27, 2005
Date

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