

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

STATE EMPLOYMENT
RELATIONS BOARD

In the Matter of:

Owens Faculty Association

and

Owens Community College

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09-MED-03-0188

FACT FINDING REPORT
FINDINGS AND RECOMMENDATIONS

September 10, 2009

2009 SEP 14 A 11:46

APPEARANCES

For the Union:

John Roca, Attorney
Tom Rose, Ohio Federation of Teachers Field Coordinator
David Matheny, President
Paul Adams, Vice President
Kim Luther, Field Representative
Ruby White, Treasurer
Siva Sakthivel, Bargaining Committee
Dan Routzon, Bargaining Committee

For the Employer:

Lisa Nagel, Attorney
Natalie Jackson, Owens Community College Legal Counsel
Gene Lapko, Vice President of Labor Relations
John Satkowski, Chief Financial Officer
Traci Kish, Benefits Specialist
Betty Valentine, Director of Labor Relations
Tom Reed, Business Services
Bruce Davis, Benefits Consultant

Daniel G. Zeiser
Fact Finder
P.O. Box 43280
Cleveland, Ohio 44143-0280
440-449-9311

I. BACKGROUND

Beginning in September 2008, the parties engaged in collective bargaining negotiations, but were unable to reach a resolution. The College requested the services of a mediator through the State Employment Relations Board (SERB) and the parties held three (3) bargaining sessions with the mediator in the spring of 2009. They were unsuccessful in reaching an agreement. A previous Fact Finder was appointed, but she passed away while the parties were still negotiating.

This Fact Finder was appointed by SERB on May 18, 2009. The parties mutually agreed to extend the fact-finding period as provided under Ohio Administrative Code Rule 4117-9-05(G). The parties are the Owens Faculty Association (Association or Union), affiliated with the Ohio Federation of Teachers, and Owens Community College (Employer or College). Founded in 1965, the College is a comprehensive community college serving over forty-five thousand students annually at its campuses in Perrysburg, Ohio, a suburb of Toledo, and Findlay, Ohio. It offers over one hundred thirty (130) programs resulting in an associate degree or the completion of the first two (2) years of a bachelor degree. The Association represents the full time teaching faculty, full time counselors, Academic Program Lab Technicians, Professional Library Staff, and Child Care Lab Teachers. There are approximately two hundred eighty (280) members in the bargaining unit.

II. THE HEARING

The fact-finding hearing was held on Wednesday, August 26, 2009 at the College's Workforce and Community Services Building, 2249 Tracy Road, Northwood, Ohio. Each party provided a pre-hearing statement. The hearing began at 9:00 a.m and adjourned at approximately 3:00 p.m. After initial discussions with the parties, the Fact Finder engaged

in mediation of the issues at impasse (primarily wages and benefits) and the parties reached a tentative agreement on each of these issues. Prior to the hearing, the parties reached an agreement as to all outstanding issues save wages and benefits. (See Stipulation and Agreement, signed on August 11 and 12, 2009, attached hereto). Thus, the issues remaining at impasse for the fact-finding were:

1. Article 10, Salary.
2. Article 11, Supplemental Benefits.

The agreements as to each issue are set forth below. These tentative agreements, including all those provisions upon which agreement was reached prior to the fact-finding hearing, will serve as the fact-finding award as if the Fact Finder had taken evidence on each issue and made a recommendation as to each issue.

III. ISSUES AND RECOMMENDATIONS

Tentative Agreements Reached During Hearing

1. Article 10, Salary, Sections 10.00.00, 10.01.00, and 10.02.00.

Effective November 1, 2009, the bargaining unit will receive a base pay only increase of 2.7%. The 2.7% increase constitutes the entire increase for year one of the new contract, i.e., November 1, 2009 through December 31, 2010. The bargaining unit will receive the increase on November 1, 2009 and will not receive another increase until January 1, 2011 unless the "Me Too" provision below is triggered. The "Me Too" provision only applies to any percentage differential between what the bargaining unit receives and what may be afforded to non-bargaining unit employees during each of the three (3) contract years. For example, the bargaining unit will receive a 2.5% increase on January 1, 2011 to cover year two of the contract. If the non-bargaining unit employees receive a

3% salary increase in 2011, then the bargaining unit will be entitled only to the .5% difference in percentage in 2011, as well as any base pay increases as set forth below.

Effective January 1, 2011, the bargaining unit will receive a base pay only increase of 2.5%. Effective January 1, 2012, the bargaining unit will receive a base pay only increase of 2.25%. (See Exhibit 1 and Intent and Understandings Regarding August 26, 2009 Final Agreement, attached).

2. Article 11, Supplemental Benefits, Sections 11.08.00 and 11.08.01. Effective January 1, 2010, the following changes will occur:

- A. Prescription drug co-pays shall be \$2, \$25, and \$35.
- B. Deductibles will increase to \$300 for single and \$600 for family coverage.
- C. Co-insurance will be at 95% for employees with base salary contracts of more than \$42,000 annually and 100% for employees with base salary contracts of \$42,000 and less annually.
- D. The out of pocket maximum shall be \$850 for single coverage and \$1,500 for family coverage.
- E. The three (3) tier contribution scale (base pay) shall be

0 - \$42,000	\$588 (Single)	\$1,308 (Family)
\$42,001 - \$84,000	\$744 (Single)	\$1,632 (Family)
Greater than \$84,000	\$900 (Single)	\$1,920 (Family)

Effective January 1, 2011, the following changes will occur:

- A. Prescription drug co-pays shall be \$2, \$25, and \$45.
- B. Co-insurance will be at 95% across the board for all three (3) salary tiers.
- C. The out of pocket maximum shall be \$1,000 for single coverage and \$2,000 for family coverage.
- D. The three (3) tier contribution scale (base pay) shall increase by 2%. However, the bargaining unit will pay the additional 2% health care contribution only if the non-bargaining unit employees pay a health care contribution in 2011 and the increase will not exceed 2% of the then current health care contribution. It is understood that if the non-bargaining unit employees are required to pay an increase in health care contributions that is less than 2% then the bargaining unit will pay the same increase up to 2%.

Effective January 1, 2012, the following changes will occur:

- A. Prescription drug co-pays shall be \$2, \$25, and \$50.
- B. Co-insurance will be at 95% across the board for all three (3) salary tiers.
- C. The three (3) tier contribution scale (base pay) shall increase by 2%. However, the bargaining unit will pay the additional 2% health care contribution only if the non-bargaining unit employees pay a health care contribution in 2012 and the increase will not exceed 2% of the then current health care contribution. It is understood that if the non-bargaining unit employees are required to pay an increase in health care contributions that is less than 2% then the bargaining unit will pay the same increase up to 2%.

(See Exhibit 1 attached).

3. Additional Agreements.

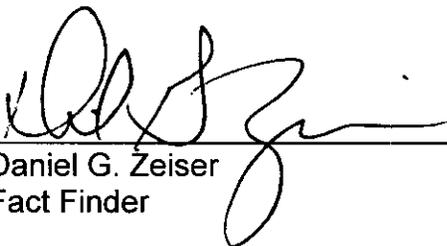
- (1) Me too provisions:
 - (a) The bargaining unit will pay the additional 2% health care contribution only if the non-bargaining unit employees pay a health care contribution in 2011 or 2012 and the increase will not exceed 2% of the then current health care contribution. If the non-bargaining unit employees are required to pay less than a 2% increase in either 2011 or 2012, the bargaining unit would only be required to contribute the lesser percentage that the non-bargaining unit employees are required to contribute.
 - (b) If the non-bargaining unit employees receive a salary increase above 2.7% in 2010, 2.5% in 2011, or 2.25% in 2012, then the bargaining unit will receive the same pay increase.
- (2) Wages will not be retroactive.
- (3) All current memoranda of understanding will continue to be binding and will be incorporated into the new contract dated November 1, 2009 to October 31, 2012, meaning that they will continue to be placed at the end of the contract following the appendices.
- (4) All current language contained in Article 21 will be removed from the contract and will be replaced with: "Article 21: Purposely left blank."
- (5) All current language contained in Article 14, Sections 14.03.00, and 14.04.00 will be removed from the contract and will be replaced with: "Article 14,

Sections 14.03.00, and 14.04.00: Purposely left blank.”

- (6) All other terms of the contract will remain the same and be incorporated into the new contract.
- (7) The effective dates of the new contract shall be November 1, 2009 through October 31, 2012.
- (8) The current contract will be extended and expire at 11:59 p.m. on October 31, 2009.

(See Owens Community College and Owens Faculty Association Intent and Understandings Regarding August 26, 2009 Final Agreement, attached).

Dated: September 10, 2009



Daniel G. Zeiser
Fact Finder

STIPULATION AND AGREEMENT

Owens Community College and Owens Faculty Association (the "Parties") agree as follows:

- (1) The terms of the most recent contract (dated February 17, 2006 to February 16, 2009) will all remain the same and will be incorporated into the subsequent contract, with the only two (2) exceptions being Articles 10 and 11, wages and benefits. The Parties acknowledge that other than as expressly noted in this Stipulation and Agreement (i.e. paragraphs 2, 3 and 4 below), the issues of wages and benefits (Articles 10 and 11) are the only two (2) issues that remain unresolved between the Parties.
- (2) In regard to the signed MOU's associated with the most recent contract (these MOU's were sent by the College's counsel to the OFA's counsel on May 21, 2009 via email as a PDF attachment), it is the College's position that all MOU's will continue to be binding and will be incorporated into the subsequent contract. The OFA agrees that all MOU's will continue to be binding and will not be incorporated into the subsequent contract with the exception of one particular MOU that addresses the issue of deans, chairs, and assistant chairs teaching classes at the College (This particular MOU was signed by Gene Lapko on August 16, 2007). If the Parties cannot resolve this issue prior to the August 26, 2009 Fact Finding session, then the Parties agree that this issue will be reserved for Fact Finding.
- (3) The Parties agree that the terms of Article 21 in the most recent contract (Cash Separation Program) have expired and those terms will have no effect and/or continuation in the subsequent contract. It is the College's position that Article 21 should not be included in the subsequent contract (i.e. should be completely removed). It is OFA's position that even though the terms of Article 21 have expired, that the Article should remain in the subsequent contract. If the Parties cannot resolve this issue prior to the August 26, 2009 Fact Finding session, then the Parties agree that this issue will be reserved for Fact Finding.
- (4) The Parties agree that the terms of Article 14, Section 14.03.00, and Article 14, Section 14.04.00, in the most recent contract (Miscellaneous) have expired and those terms will have no effect and/or continuation in the subsequent contract. It is the College's position that Article 14, Section 14.03.00, and Article 14, Section 14.04.00, should not be included in the subsequent contract (i.e. should be completely removed). It is OFA's position that even though the terms of Article 14, Section 14.03.00, and Article 14, Section 14.04.00, have expired, that the Sections should remain in the subsequent contract. If the Parties cannot resolve this issue prior to the August 26, 2009 Fact Finding session, then the Parties agree that this issue will be reserved for Fact Finding.
- (5) The Parties agree that this Stipulation and Agreement shall be effective as of the date(s) noted below.

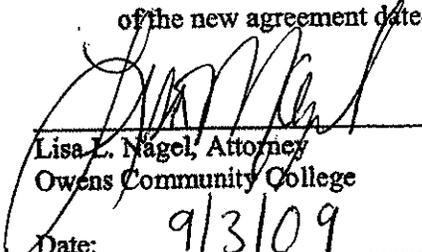
(6) The Parties agree that this Stipulation and Agreement shall be submitted to Fact Finder, Daniel Zeiser, and will be effective and binding at the August 26, 2009 Fact Finding session.

For Owens Community College Eugene Lapko
Date 8-11-09

For Owens Faculty Association Paul M. [unclear]
Date 8/12/09

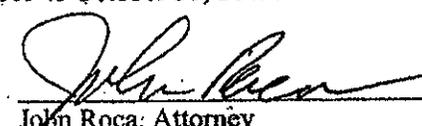
**Owens Community College and Owens Faculty Association Intent and Understandings
Regarding August 26, 2009 Final Agreement (a copy attached hereto as Exhibit 1)**

1. The effective beginning and ending dates of the new contract will be November 1, 2009 until October 31, 2012 at 11:59 p.m. (This is true even though the Final Agreement mentions dates of January 1, 2010 through December 31, 2012).
2. The parties acknowledge that the previous agreement expired on February 16, 2009 and was not extended at that time due to additional bargaining sessions and mediation sessions with SERB. As such, the parties agree that the terms of the expired contract will extend until October 31, 2009 at 11:59 p.m.
3. In Years Two (2011) and Three (2012) as noted in the Final Agreement, OFA is required to pay a 2.0% increase in contribution toward their health care benefits. The parties agree that the "Me Too" provision as noted in Paragraph (1)(a) of the Final Agreement, means that if non-bargaining unit employees are required to pay less than a 2% increase in contribution in either or both of the aforementioned years, then OFA would not be required to contribute 2% but would only be required to contribute the lesser percentage that non-bargaining unit members are required to contribute.
4. The parties agree that the 2.7% salary increase that OFA will receive on November 1, 2009 constitutes the entire raise for Year One of the new contract (Year One is November 1, 2009 through December 31, 2010). In other words, OFA will receive the 2.7% raise on November 1, 2009 and will not receive another raise until January 1, 2011, unless the "Me Too" provision noted in Paragraph 1(b) of the Final Agreement is triggered. The "Me Too" provision as noted in Paragraph (1)(b) of the Final Agreement only applies to any percentage *differential* between what OFA receives and what may be afforded non-bargaining unit members during each of the three contract years. For example, OFA will receive a 2.5% salary increase on January 1, 2011 to cover Year Two of the new contract. If the non-bargaining unit receives a 3.0% salary increase in 2011, then OFA will be entitled only to the differential percentage of 0.5% in 2011.
5. The parties agree that this document will be included as part of the Fact Finder's Recommendations and will be binding on both parties throughout the entire extent of the new agreement dated November 1, 2009 to October 31, 2012.



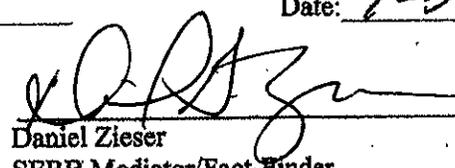
Lisa L. Nagel, Attorney
Owens Community College

Date: 9/3/09



John Roca, Attorney
Owens Faculty Association

Date: 9-3-09



Daniel Zieser
SERB Mediator/Fact-Finder

Date: 9/3/09

Final Agreement – Collective Bargaining Agreement
January 1, 2010 – December 31, 2012
Owens Community College and Owens Faculty Association
August 26, 2009

YEAR ONE:

Effective November 1, 2009

- o Base pay only increase 2.7%

Effective January 1, 2010

- o Benefits Changes
 - ‡ Rx (2, 25, 35)
 - ‡ Deductible (300/600)
 - ‡ Co-insurance 95% (100% for \$42,000 and less)
 - ‡ OOPM 850/1500
 - ‡ 3-tier contribution scale (base pay)

0 - \$42,000	\$588 (Single)	\$1,308 (Family)
\$42,001 - \$84,000	744 (Single)	1,632 (Family)
Greater than \$84,000	900 (Single)	1,920 (Family)

YEAR TWO:

Effective January 1, 2011

- o Base pay only increase 2.5%

Effective January 1, 2011

- o Benefits changes
 - ‡ Rx (2, 25, 45)
 - ‡ Co-insurance 95% (across the board for all three salary tiers)
 - ‡ OOPM 1000/2000
 - ‡ 3-tier contribution scale (base pay)
 - Increase by 2.0% (**See Additional Agreement (1)(a) below)



Final Agreement – Collective Bargaining Agreement
January 1, 2010 – December 31, 2012
Owens Community College and Owens Faculty Association
August 26, 2009

YEAR THREE:

Effective January 1, 2012

- o Base pay only increase 2.25%

Effective January 1, 2012

- o Benefits changes
 - › Rx (2, 25, 50)
 - › Co-insurance 95% (across the board for all three salary tiers)
 - › 3-tier contribution scale (base pay)
Increase by 2% *(*** See Additional Agreement (1)(a) below) ****

Additional Agreements:

- (1) Me too provisions:
 - (a) OFA will pay the health care contribution only if the Non Bargaining Unit pays a health care contribution in 2011, or 2012, and OFA's contribution will not exceed 2% of the then current health care contribution.
 - (b) If the Non Bargaining Unit receives a salary increase above 2.7% in 2010; 2.5% in 2011; and/or 2.25% in 2012, then the OFA will receive the same percentage increase.
- (2) No retroactivity on any issue.
- (3) All current MOU's will continue to be binding and will be incorporated, into the new contract dated January 1, 2010 to December 31, 2012, meaning that, they will continue to be placed at the end of the contract following the appendices.
- (4) All current language contained in Article 21 will be removed from the contract and will be replaced with: "Article 21: Purposefully left blank."



**Final Agreement – Collective Bargaining Agreement
January 1, 2010 – December 31, 2012
Owens Community College and Owens Faculty Association
August 26, 2009**

*S14 03.00 + 14. 04.00
ECC
ABM*

- (5) All current language contained in Article 14 will be removed from the contract and will be replaced with: "Article 14: Purposefully left blank."
- (6) Any terms, provisions, etc. not mentioned in this Agreement will remain the same as are in the contract dated February 17, 2006 to February 16, 2009, and will be incorporated into the contract dated January 1, 2010 to December 31, 2012.

David Matheny 8/26/09
David Matheny
President, OFA

Eugene Lapko 8.26.09
Eugene Lapko
Vice President Labor Relations

