



## S U B M I S S I O N

This matter concerns fact-finding proceedings between the Cuyahoga Community College (hereinafter referred to as the Employer) and the American Association of University Professors, Cuyahoga Community College Chapter (hereinafter referred to as the Union). The State Employment Relations Board (SERB) duly appointed James M. Mancini as fact-finder in this matter. A fact-finding hearing was held on August 9, 1996 in Cleveland, Ohio.

These fact-finding proceedings were conducted pursuant to the Ohio Collective Bargaining Law as well as the rules and regulations of SERB. During the fact-finding proceeding, this fact-finder attempted mediation of the issues at impasse. The issues remaining for this fact-finder's consideration are more fully set forth in this report.

This fact-finder in rendering the following findings of fact and recommendations on issues at impasse, has taken into consideration the criteria set forth in Ohio Revised Code Section 4117-14(G)(6)(7). Further, this fact-finder has taken into consideration all reliable evidence presented relevant to the outstanding issues before him.

1. QUARTER-SEMESTER CHANGE

The Employer proposes the change from the current quarterly system to a semester system effective in the fall of 1998. The Union proposes that the current quarter system be retained without any change.

The Employer contends that there are many sound reasons for converting to a system of semester hour credits. The College President, Dr. Jerry Sue Thornton, testified that there is a major trend away from the quarter system to the semester system. Approximately 80 percent of U.S. colleges and universities are on the semester system. Nationally, 72 percent of community colleges are on the semester calendar. The Early Semester Calendar which the Employer seeks here has increased since 1970 from 680 schools to the current 2,228.

The College President pointed out that most of the colleges and universities in northeastern Ohio currently are on the semester system. Of the fourteen colleges in the area, only four remain on the quarter system with an indication that three of these will be switching to semesters by 1998. For ease of transfer for students to these other northeastern Ohio colleges, it is important that the Cuyahoga Community College also convert to semesters by the fall of 1998. The College President also

noted that it would be beneficial to have a common calendar with other northeast Ohio colleges.

The College President further indicated that there are other advantages for the students under an early semester system. For example, there would be more time for extensive course study as well as dialogue on a particular subject involved. Students also would be better able to compete for jobs under the early semester system in that their classes would end in early May.

The Employer submitted reports pertaining to other community colleges who have converted to a semester hour system. Each of the statewide community college conversions to semesters reported that the change improved the credibility of community colleges among higher education institutions and eased the transferability of courses. The Employer also cited the process which Cleveland State University is going through in converting to a semester plan. Dr. William Shorrock, Vice Provost of CSU, stated that students would be enormously advantaged if both CSU and Cuyahoga Community College were to convert to semesters in the fall of 1998.

The Union contends that the current quarter system is well-established and strongly supported by both students and faculty. The college has operated on a quarter system since

1968. This is in accord with other community colleges in the state with only four of the twenty-two community/technical colleges using the semester system. There is no trend toward semesters as claimed by the Employer.

The Union points out that the Academic Affairs Committee which was charged with considering the change to semesters had not addressed the issue until November, 1994. At that time, a survey of students showed that approximately 70 percent favored retaining the quarter system. The faculty have also voted overwhelmingly in favor of the current quarter system with 80 percent voting against semesters as recently as May, 1995. The Union submits that this vote indicates that faculty believe that the best way to deliver curriculum to the students is served by the current quarter system.

The Union submits that the change to semesters would cause a major disruption to both faculty and students. The Union points out that there could be a possible drop in student enrollment if a change to the semester system is made. The enrollment has already fallen during the past two years and a change to a semester system could further exacerbate the problem. In addition, a change to semesters would have a negative impact on faculty work load.

The Union disputes the college's claim that a change to semesters would facilitate the students' ability to transfer to other colleges. The Union points out that students already transfer easily to semester schools. Considering the substantial cost to the college to change to semesters, there does not appear to be any basis for doing so. The current quarter system should be retained.

ANALYSIS - This fact-finder after careful review of the record before him would recommend that Cuyahoga Community College convert from the quarter system to the semester system as proposed by the Employer. There were several compelling reasons presented by the College for converting to the semester system. First, comparable evidence shows that local area colleges and universities will all be on the semester system by the fall of 1998. This would include John Carroll University, Baldwin Wallace, Cleveland State University, Case Western Reserve University, as well as three other colleges in the area. Likewise, regional colleges/universities, with one exception, will all be on semesters by the fall of 1998. This would include the University of Akron, Hiram College, and Kent State University. Thus it is apparent that just about all of the colleges and universities in northeast Ohio are either currently on semesters

or will soon convert to the semester system.

It should also be noted that nationally 72 percent of community colleges are on the semester calendar. Several statewide community college systems have recently converted to semesters. This includes the North Carolina, Tennessee, and Virginia Community College systems. Even within the State of Ohio where most community colleges are currently on the quarter system, there appears to be a trend towards converting to the semester system. Four of the five community colleges in the state who are on the semester system converted to semesters in the past five years. Moreover, it is estimated that 80 percent of U.S. colleges and universities are currently on the semester system. Significantly, the early semester calendar which the Employer proposes here has been adopted by a vast majority of the colleges and universities.

This fact-finder finds merit to the Employer's argument that it would be best for the College to be on the same semester system as the vast majority of higher educational institutions in northeast Ohio. There would be two major benefits for students. Conversion to semesters would make it easier for students to transfer credits to other area higher education institutions. It was estimated that one-third of

new students enrolling in Cuyahoga Community College have as their goal the ability to transfer to a four year college or university. During the 1994-95 school year, approximately 613 Cuyahoga Community College students transferred to area universities. Obviously, transfer would be eased if Cuyahoga Community College is on the same semester calendar as other area higher institutions. Moreover under the early semester system, students would complete the second semester in early May of each year. Currently, students do not complete their third quarter of classes until June. With an earlier annual ending date for the spring term under the semester system, students would have a better chance to compete for jobs and career opportunities.

There are other benefits for the College for converting to the semester system. With the longer semesters as opposed to the current quarter system, there would be more time allowed for in depth course study and to complete research papers. Semesters would also provide greater opportunity for students to benefit from tutoring, counseling, and other student support services. It is apparent that under the semester system there would be more time for both student and faculty preparation. The College will also have greater flexibility in course scheduling with more sections of required courses being offered. It should be

noted that the current tuition cost for students should remain the same under the newly adopted semester system.

Finally, this fact-finder has determined from the evidence produced that Cuyahoga Community College should be able to convert to the semester system without difficulty. Other community colleges have made such a conversion without any undue burden being placed upon the faculty or the students. The president of Edison State College in Piqua, Ohio testified regarding his college's recent conversion from the quarter to the semester system. Dr. Yowell stated that the new system is working well with more students successfully completing their course program. Even with respect to faculty, certain advantages have been realized. For example, faculty have found more time to work with so-called "at risk" or immature students. Although Edison State College is much smaller than Cuyahoga Community College, it would appear that the same results achieved at Edison in conversion to the semester system could take place here. It is also important to note the testimony of Dr. Shorrock, the Vice Provost at Cleveland State University. He stated that the administration and faculty have started to work together to accomplish a smooth transition to the semester system. According to Dr. Shorrock, the work towards converting to semesters has

gone smoothly with no major difficulties. The faculty at Cleveland State University basically agreed with the administration that the change to semesters should take place. As Dr. Shorrock indicated, students would be enormously advantaged if both Cleveland State University and Cuyahoga Community College were on semesters. This fact-finder would agree.

#### RECOMMENDATION

It is the recommendation of this fact-finder that Cuyahoga Community College convert to the semester system effective in the fall of 1998.

## OTHER ISSUES

The Union presented a number of proposals which it claims are appropriate under the reopener provision. That provision states as follows:

### "ARTICLE XXXVIII - DURATION

38.04 On or before September 1, 1996, the College may reopen this Agreement for the sole purposes of negotiating the question of converting to semesters including the substance and the effects of such change from the present academic quarter system to the academic semester system and the making of the appropriate modifications in this Agreement."

The Union argues that each of the additional proposals it has presented relates to the effects on faculty which the conversion to semesters will have in this case. At the hearing, the Employer moved to exclude the Union's proposals as going beyond the scope of the reopener involved. Upon review of the issue presented, this fact-finder has determined that several of the proposals submitted by the Union do indeed go well beyond the scope of the reopener pertaining to the question of converting to semesters. Just last year, the parties completed negotiations on a three year agreement which included many of the same provisions which the Union is now seeking to reopen. Several of the Union's proposals such as requesting an increase

in compensation, lecture-laboratory credit, and retrenchment appear to go beyond the limited scope of the reopener involved in relating to the conversion to semesters. However instead of summarily dismissing certain proposals as going beyond the scope of the reopener, and in fairness to both parties, this fact-finder has decided to discuss each of the Union's proposals separately. Where this fact-finder has determined that the issue goes beyond the scope of the reopener, it will be so noted.

## 2. RETRENCHMENT - TENURED FACULTY

The Union proposes to extend the notice of layoffs from the current one full academic year notice to at least two full academic years notice. The Employer proposes to retain current language.

The Union argues that a conversion to semesters at Cuyahoga Community College will result in a decline in student enrollment. There has already been a dramatic drop in student enrollment in the past few years. The conversion to a semester system will continue that trend. The concern is that students will have higher costs per term plus part-time students will need a longer period of time to complete their degree programs. The Union cites in support of its position the Virginia Community College system which converted to semesters and experienced an enrollment decline. The Union submits that its proposal to increase the notice requirements to faculty who could lose their jobs due to the semester conversion is reasonable.

The Employer argues that the current notice requirement of one full academic year notice is more than reasonable. The Employer disputes the Union's claim that a conversion to semesters will result in a drop in student enrollment. The Employer cites the experience of other community colleges who

have converted to the semester system and who have not seen a drop in enrollment. Finally, the Employer points out that this particular issue was thoroughly discussed during the most recent negotiations and as a result goes well beyond the scope of the reopener.

ANALYSIS - This fact-finder would recommend that the current Retrenchment Provision be retained without any modification. First, it should be noted that the Union proposed no change in this particular article during the most recent negotiations. The parties agreed at that time to continue the one year notice provision which apparently has been in the parties' agreement for some time. It certainly seems unreasonable to allow the Union to now reopen negotiations on the retrenchment issue when only last fall it had agreed to the current language.

Moreover, the evidence indicates that for the most part other colleges which have converted to the semester system have not experienced an enrollment decline. As attested to by the College President, her review of the conversion to semesters at other community colleges shows that there was no decline in enrollment. This included the conversion to semesters implemented by the North Carolina, Tennessee, and Minnesota Community

Colleges. Even the president of Edison State College which recently converted to semesters attested to the fact that his college did not witness any drop in student enrollment. The evidence simply failed to clearly show that Cuyahoga Community College will experience a decline in enrollment due to the change to semesters. As such, there was no basis established for the Union's proposal to extend the notice for layoff to two full academic years. The current one year notice appears to be more than reasonable.

#### RECOMMENDATION

It is the recommendation of this fact-finder that the current Retrenchment Provision remain the same as the Employer proposed.

#### RETRENCHMENT - TENURED FACULTY

Current language - No change.

### 3. STANDARD WORKLOAD

The Employer has proposed to change the standard workload to a minimum to 12 ESU's per semester and a maximum of 18 ESU's per semester. The Union proposes to maintain current contract language regarding minimum and maximum workloads. The current provision provides for a minimum of 10 EQU's and a maximum of 18 EQU's per quarter.

The Union contends that the College, by placing a higher minimum on the faculty, is reducing its own flexibility in scheduling and staffing. In that there will be less course offerings on a semester system, this could pose problems for both the administration and the faculty in attempting to reach a higher minimum particularly in small departments.

The Employer contends that with its conversion to semesters, faculty would teach an average of 15 EQU's per semester which parallels the 15 per quarter average under the prior system. The standard workload minimum of 12 ESU's per semester is a reasonable conversion from the quarter system.

ANALYSIS - There was insufficient basis established by the Union for this fact-finder to recommend that the minimum workload be set at 10 ESU's per semester. Based upon the extensive rewrite of the various contractual provisions by the College

in order to convert applicable contract language to the semester system, it must be presumed that the Employer set the minimum at 12 ESU's per semester only after deliberation. Under the 30 semester hour system, faculty will teach an average of 15 ESU's per semester. It would appear that the standard minimum load of 12 ESU's per semester would be a reasonable conversion from the quarter system. The evidence simply failed to show that the 12 ESU minimum per semester would pose problems for the faculty. Thus this fact-finder must presume that the college administration knew what it was doing when it established the minimum at 12 ESU's per semester. For that reason, the Employer's position is adopted.

#### RECOMMENDATION

It is the recommendation of this fact-finder that there be a minimum of 12 ESU's for academic semester.

#### STANDARD WORKLOAD

Minimum of 12 ESU's and a maximum of 18 ESU's per academic semester.

4. LECTURE - LABORATORY RATIO

The Union proposes an increase in the lecture-lab ratio from the present .8 to 1 EQU's for each lecture hour of class meeting per week. The Employer proposes to retain the current language.

The Union argues that a change to the semester system will cause an increase in workload for those faculty teaching in a laboratory setting. It is anticipated that there would be an increase in the number of students per week from 200 to 225. Moreover, the Union notes that most other two year institutions in the state of Ohio equate credit for laboratory sections on an one to one basis.

The Employer claims that the Union's proposal would cost approximately \$960,000 for changing non-clinical labs from .8 to 1.0. Such a change is simply unwarranted. Moreover, the Union's proposal was specifically rejected by the fact-finder during the most recent contract negotiation. It goes beyond the scope of the reopener here.

ANALYSIS - This fact-finder would recommend that the current Lecture-Laboratory Ratio Provision be retained without any change. The evidence failed to substantiate a change in the current provision. Although there could be an increase in

workload for those faculty teaching in a laboratory setting due to the change to semesters, there was insufficient evidence indicating that such an increase in workload would adversely effect the amount of faculty-student contact time. Moreover, the Union's proposal would be very costly as the College indicated. The estimated cost to change non-clinical labs from .8 to 1.0 for both part-time and full-time faculty would exceed 1 million dollars.

This fact-finder has further determined that the Union's proposal regarding lab-lecture ratios goes well beyond the scope of the reopener involved in this case. The previous fact-finder during the parties' most recent negotiations specifically rejected the same Union proposal which was presented here. Likewise for the reasons indicated, this fact-finder finds no merit to the Union's proposal to change the lab-lecture ratio.

#### RECOMMENDATION

It is the recommendation of this fact-finder that the current Lecture-Laboratory Ratio be retained without any modification.

#### LECTURE - LABORATORY RATIO

Current language - No change.

## 5. ACADEMIC CALENDAR

The Union proposes that the standard academic year for full-time faculty be reduced to 175 days versus the current 180 days. The Employer proposes to retain the current academic year provision.

The Union contends that under a semester system there would be two 16 weeks or 80 day periods of instruction totaling 160 days versus 165 days of instruction under the current quarter system. The five fewer days under the semester system are the result of the elimination of one week for exams or evaluations. The Union sees no need to replace these five days with two mandatory and three flexible days as the College proposes. There currently are seven mandatory and eight flexible days provided in the contract. There is no justification to increase the number of mandatory and flexible days as the College proposes.

The Employer proposes to retain the 180 day calendar. This is consistent with standards established by the Ohio Board of Regents. Although the number of days of instruction under the semester system will be reduced to 160 days versus the current 165 days, it is reasonable to provide for two additional mandatory days and three flexible days under the terms of the agreement.

ANALYSIS - This fact-finder has determined that the current 180 day academic year should be retained as proposed by the Employer. It is apparent that under the semester system as opposed to the current quarter system, one week currently used for examinations will be eliminated. Thus there will be five fewer days of instruction/evaluation under the semester system. However, the Employer's suggestion that these five days be converted to two mandatory and three flexible days appears to be reasonable. It is important to note that under the agreement flexible days mean that the faculty has some option as to the specific activity selected as well as the days to be committed to that activity. Flexible day activities could include attending unit meetings, tutoring, counseling, and for grading student work. Obviously, the additional three days of flexible time could be put to good use by the faculty. Likewise, an additional two days of mandatory service would not seem to create an undue burden on the faculty. Mandatory days of service are used for meetings as determined by the college administration. Retention of the 180 day academic year along with the increase in mandatory and flexible days as proposed by the Employer appears in all respects to be reasonable.

## RECOMMENDATION

It is the recommendation of this fact-finder that the standard academic year be retained at 180 days with the addition of two mandatory and three flexible days as proposed by the Employer.

### ACADEMIC CALENDAR

6.03(E) The standard academic year for full-time contracted faculty is thirty-six (36) weeks or one hundred eighty (180) days, between August 1 and the following May 31. For full-time teacher/faculty members, the standard academic year is normally subdivided as follows:

- (1) Instruction/evaluation 32.0 weeks 160 days minimum
- (2) Other professional 4.0 weeks 20 days maximum

6.10 Mandatory Days of Service - Increased to nine (9) full days of professional service.

6.11 Flexible Days of Service - Increased to eleven (11) full days of service.

6. PREPARATIONS

The Union proposes that there be a maximum of five standard preparations per year. The Employer in converting contract language to the semester system stated that there should be no more than three different preparations per standard academic semester, nor more than eight per standard academic year.

The Union contends that its proposal merely seeks to add clarity and equity to the instructional preparation language. If three is the maximum preparation for each semester, a normal standard academic year preparation cannot be calculated as eight per year.

The Employer states that the current language which provides for not more than eight preparations per standard academic year should be retained even under the semester language.

ANALYSIS - This fact-finder would agree with the Union that further clarity to the instructional preparation language is needed. Obviously if instructional faculty are required to make no more than three different preparations per standard academic semester, then the current eight per standard academic year language is no longer applicable. Rather based on the

maximum of three preparations per semester, it would be appropriate to provide for no more than six preparations per academic year. There is no justification for retaining the current eight preparations as the Employer requests.

RECOMMENDATION

It is the recommendation of this fact-finder that the Preparation Provision be modified as follows:

PREPARATION

Instructional faculty shall normally not be required to make more than three (3) different preparations per standard academic semester, nor more than six (6) per standard academic year.

7. SEMESTER CONVERSION POOL

The Union proposes a semester conversion pool of EQU's which would be made available to full-time faculty for use in converting courses to the semester system. The rate of conversion would be 1 EQU for each semester credit hour of the new course and 1.25 EQU's per semester credit hour if the course has a laboratory component. Further, the Union proposes an additional nine members to the current CDRAC governance committee who would be charged with reviewing all curriculum changes in conversion to the semester system. Under the Union's proposal, the expanded CDRAC committee would be compensated at the rate of 6 EQU's for the chairperson and staff, with 4 EQU's available for each of the remaining sixteen committee members.

The Employer informally proposed a pool of 100 EQU's to be available for faculty for rewriting curriculum. The Employer further informally proposed an Ad Hoc Curriculum Committee to oversee the curriculum conversion to semesters. Committee members would be compensated at a total rate of 32 EQU's.

The Union contends that its proposal regarding a semester conversion pool is essential in order ensure faculty the time necessary for the enormous undertaking of rewriting

curriculum. When courses are changed, faculty must spend a considerable amount of time in determining such things as how many credit hours should be awarded for each course, whether books should be changed, and how much time should be devoted to lecture. Course outlines as well as syllabi must also be rewritten. The Union's proposal would allow faculty sufficient time to rewrite the curriculum of all courses offered at the College.

The Union further contends that the current CDRAC committee is inadequate to handle the volume of work that will be needed to complete the conversion to semesters. Therefore an increase in the number of faculty representatives is recommended. The Union also claims that the Employer's proposal regarding a conversion pool of 100 EQU's is totally inadequate with respect to the amount of reassigned time needed by faculty to convert to the semester system.

The Employer claims that the conversion pool requested by the Union would be much too costly. Under the Union's proposal, there would be an equivalent of 3,500 EQU's provided for the semester conversion pool. The Employer would have to compensate part-time employees for filling in for full-time faculty on release time. The Employer estimates the total cost for the Union's release pool provision at exceeding \$1,400,000

at part-time rates.

The Employer further argues that Cleveland State University did not provide for release time for its faculty to convert to the semester system. There was no additional compensation provided to the faculty at CSU to rework curriculum. Likewise, no additional release time was provided to faculty at Edison State College when they converted to the semester system. The Employer questions the amount of time needed by faculty to rewrite course outlines and syllabi. According to the Employer, its proposal for an EQU pool is reasonable.

ANALYSIS - This fact-finder has determined that the Union's proposal for a pool of EQU's for conversion to the semester system is unreasonable. As indicated by the College's analysis, the Union's proposal would amount to approximately 3,500 EQU's available in a release pool. The cost for such a release pool would be enormous. At part-time rates alone, the cost to the College would exceed 1.4 million dollars. Of course, the College must also compensate full-time faculty at their normal salary while they are on release time. There simply was no basis established by the Union for the College to incur such a huge cost.

This fact-finder questions the amount of time which

faculty will need to rework curriculum as well as to rewrite course outlines and syllabi for the semester conversion. Based upon evidence presented regarding Cleveland State University's switch to the semester system, it appears that there is no justification for providing each faculty member with a huge number of hours to rewrite the curriculum. Significantly, Cleveland State University did not provide its faculty in general with any release time for purposes of converting to the semester system. Basically, they provided one faculty member with full release time for the next two years to work on the semester conversion. The chairperson of each college was also provided with one course off per year. This amounted to approximately 20 hours of release time over a two year period. Likewise, at Edison State College, the faculty were not provided with any additional release time when they converted to semesters. Thus this fact-finder finds that the Union's request for approximately 3,500 EQU's for a release pool is unwarranted.

A more reasonable approach based upon what has occurred at Cleveland State University would be to provide an EQU pool of 150 EQU's which would be utilized by faculty during the change from the quarter to the semester system. If the 150 EQU's were distributed among all the faculty, each faculty member

would receive .40 EQU's. In that each EQU is comparable to 33 hours, the .40 EQU's converts to approximately 13.2 hours. It would appear to this fact-finder that about 13 hours would be sufficient time for faculty to rewrite curriculum, course outlines and syllabi. Again, it should be emphasized that at Cleveland State University, faculty did not receive release time to perform necessary work in converting courses to a semester system. Under the recommended EQU pool herein, this fact-finder would propose that the Employer in consultation with the Union shall determine how to allocate EQU's from the pool to the faculty.

This fact-finder has determined that there was insufficient basis established by the Union to expand the current CDRAC governance committee for purposes of overseeing the work of the conversion process. Rather, it would be more reasonable to provide a separate semester conversion committee which would have as its sole purpose the task of overseeing the conversion to the semester system. This would be similar to the semester implementation planning committee which was formed at Cleveland State University for purposes of converting that institution to the semester system. Under this fact-finder's recommendation herein, the semester committee would consist of

nine faculty members as suggested by the Union. As stated under the College Governance Provision, because the number of faculty is an odd number, the Union should appoint five and the joint faculty senate council four members. It would be reasonable to allocate a total of 45 EQU's to a semester conversion committee.

#### RECOMMENDATION

This fact-finder would recommend the following semester conversion provisions:

#### SEMESTER CONVERSION COMMITTEE

There shall be a Semester Conversion Committee (Committee) formed for the purposes of assisting in the change from the quarter hour basis to the semester hour basis. The scope of this Committee shall be to take care of the questions occurring during the conversion of courses and degree requirements, along with such other duties as may be approved by the Employer.

This committee shall consist of nine (9) members from the faculty and such other members that the Employer may assign to the Committee. The faculty members shall be assigned by the Union (5) and the Senate (4). This Committee shall be allocated a total of 45 EQU's. The EQU's shall be allocated by the Committee with the concurrence of the Employer.

#### SENATE CONVERSION EQU POOL

The Employer shall allocate a pool of one hundred fifty (150) EQU's to be utilized

by faculty during the change from the quarter to the semester system. Such EQU pool shall be allocated to various faculty, who are not on the Semester Conversion Committee, as may be approved by the Employer. The Employer, in consultation with the Union, shall establish the requirements necessary for faculty to be eligible for the awarding of such EQU's.

8. WORKLOAD PHASE-IN

The Union proposes that there be a three year phase-in of the 30 semester hour workload with 24 ESU's the first year; 27 ESU's the second year; and 30 ESU's the third year. The Employer opposes any phase-in of the semester system.

The Union argues that the phase-in period is needed in order to allow faculty sufficient time to redo materials for approximately one thousand new courses. The faculty cannot be expected to rework all curriculum in a one year period as the College suggests. The faculty will need sufficient time to get through the entire curriculum for purposes of evaluating, revising, preparing new instructional materials and for reworking syllabi.

The Employer opposes any phase-in of the semester system. The Employer points out that conversion to the semester system will not take place until the fall of 1998. The two years of intervening time should be sufficient for faculty to rework all curriculum related materials. Moreover, the Employer claims that a phase-in of the workload as suggested by the Union would be quite costly. It was estimated that for 1999 alone, the phase-in cost at full-time rates would be 11 million dollars.

ANALYSIS. - This fact-finder has determined that there

should be no workload phase-in as proposed by the Union. It is apparent from the evidence produced by the College regarding non-recurring costs that any phase-in of the workload as proposed by the Union would be very costly. Such a phase-in of workload for fiscal years 1999 and 2000 would cost the College in excess of 17 million dollars. Obviously, such an excessive cost should not have to be incurred by the College in converting to semesters. Moreover, this fact-finder believes that faculty will have sufficient time during the next two years to engage in the process of converting curriculum, syllabi, lecture materials and other related matters to semester use.

#### RECOMMENDATION

It is the recommendation of this fact-finder that there be no Workload Phase-In Provision as proposed by the Union.

9. PROFESSIONAL IMPROVEMENT LEAVE

The Union proposes that Plan B for professional improvement leave be compensated at 75 percent of annual salary. The Employer proposes that Plan B be compensated at 67 percent of a faculty member's annual salary.

The College in converting the length of and compensation for professional improvement leaves from the quarter based to the semester based system determined that under Plan B, an employee should be compensated 67 percent of their annual salary. The parties are in agreement with reference to Plans A and C for professional improvement leave under the semester system calculation.

The Union contends that using the standard numerical conversion, the compensation for the proposed Plan B should be 75 percent of a teacher's annual salary rather than 67 percent as determined by the College. The Union uses the same formula as currently provided for the plan under the professional improvement leave provision in determining that a faculty member who is absent for 50 percent of the year should be entitled to 75 percent of their annual salary.

ANALYSIS - This fact-finder would agree with the Union that Plan B should be compensated at 75 percent of annual

salary rather than the 67 percent as calculated by the Employer. Currently, Plans A, B, and C which are available to faculty after seven years, allow faculty to be absent for part or all of the year. It compensates them at a 50 percent rate for the time that they are absent. The College's proposal under the semester system changes Plan D to Plan C and replaces Plans B and C with a new Plan B. The parties are in agreement with reference to the calculations made pertaining to Plans A and C.

However using the formula for compensation which is currently provided clearly shows that under Plan B, faculty should be compensated at 75 percent of annual salary. Basically under Plan B, the calculation would be 50 percent plus one-half times the percent of year absent. In the case of Plan B, that would calculate to 75 percent of a faculty member's annual salary. Thus the Union's proposal for calculating the percent of annual salary under Plan B is recommended.

#### RECOMMENDATION

It is the recommendation of this fact-finder that the compensation for the proposed Plan B under the Professional Improvement Leave be set at 75 percent (75%) of annual salary.

#### PROFESSIONAL IMPROVEMENT LEAVE

PLAN B      1 Semester Absence at 75% Annual Salary

## 10. COMPENSATION

The Union proposes that if the semester system is adopted, there should be an additional 1 percent salary increase for faculty for the 1996-97 and 1997-98 academic years. The Union also proposes two new steps at 2.5 percent per year which are to be added to the faculty salary schedule at the top steps for grades A through G for the 1996-97 and 1997-98 years. The Employer opposes any increase in compensation.

The Union argues that its wage proposal will compensate faculty for the additional work involved in the conversion process. The faculty will have to spend considerable time in converting 1,461 courses to semesters. Moreover, the wage proposal would remedy inequities at the top of the salary schedule between faculty here and those in other similar institutions. The Union cites the wage disparity at the top between Lakeland Community College and the faculty at Cuyahoga Community College. The Union further cited the Weber report which had been presented during the last contract negotiations which indicates that the College is very financially healthy.

The Employer strongly opposes any change in the current compensation provision. The Employer argues that the Union's proposal goes well beyond the scope of the reopener

involved concerning conversion to the semester system. The Employer pointed out that compensation was discussed extensively by the parties during recent negotiations and that the current agreement provides for increases in each year of the contract. The Employer further contends that the Union's proposal for a salary increase would exceed 1 million dollars during the next two years.

ANALYSIS - This fact-finder has determined that there should be no increase in compensation for the faculty due to the conversion to the semester system. This is one area where the Union's proposal goes well beyond the scope of the reopener involved in this dispute. The parties' three year agreement contains a negotiated compensation provision which already provides for adequate increases for faculty during the term of the contract. The compensation provision was thoroughly discussed and negotiated by the parties during the most recent negotiations. If the Union wished to reopen negotiations concerning wages at that time then they could have bargained over such a provision. However, clearly the issue in this case under the terms of the reopener cannot be interpreted as including a reopener on compensation.

Further, this fact-finder finds no basis to the

Union's wage proposal. There appears to be no justification for additional compensation for any increased faculty workload due to the semester system. Other colleges which have converted to the semester system have not provided additional compensation to the faculty for doing so. Cleveland State University is not in any way providing additional compensation to its faculty for assisting in the conversion from quarters to the semester system. Certainly, the faculty at Cleveland State would have as much work to perform over the next two years of the conversion process as the faculty at Cuyahoga Community College. Moreover, the Union's proposed wage increases would be very costly to the College. It was estimated that with the additional 1 percent increase as well as the additional top steps, the cost to the College would exceed 1 million dollars. As a result, this fact-finder cannot recommend any change in the current compensation provision.

#### RECOMMENDATION

It is the recommendation of this fact-finder that there be no change in the current Compensation Provision as proposed by the Union.

#### ARTICLE XVI - COMPENSATION

Current language - No change.

## 11. SUMMER SCHOOL

The Union proposes that the maximum number of ESU's a full-time faculty member may teach in the summer should be set at 7.5. Additionally, the maximum number of part-time ESU's that a full-time faculty member may teach in the summer should be set at 2.5. The Employer proposes setting the maximum number of ESU's full-time faculty may teach in the summer at 6.67. The Employer further proposes that there be a maximum number of part-time ESU's faculty may teach in the summer set at 2.27.

The Union contends that an eight week summer session would be one-half the length of a sixteen week semester. If 15 ESU's represents a full-time load for a sixteen week semester, then 7.5 ESU's should be a full-time load for the eight week summer session. Moreover whether faculty teach for five and one-half weeks or for eight weeks, the total number of minutes of class is exactly the same. As a result, it would be appropriate to provide for a maximum number of full-time ESU's a faculty member may teach in the summer at 7.5 whether a five and one-half week session or an eight week session is involved. The current contract unfairly penalizes faculty who teach in the shorter summer session by decreasing the number of

EQU's they may teach. Finally, the Union argues that the College should be required to staff a minimum of 75 percent of the required summer courses with full-time faculty compensated on a pro-rata basis. Currently, the College is required to staff a minimum of 60 percent of summer sessions with full-time faculty.

The Employer argues that the current provision which provides for a minimum of 60 percent of summer school requirements be filled by regular full-time faculty compensated on a pro-rata basis is reasonable. There was no basis established by the Union for increasing the 60 percent minimum utilization of full-time faculty for summer school. Moreover, the Employer points out that its contract language merely converted summer school policies from quarters to semesters. Thus the conversion to semesters meant that the maximum number of full-time ESU's which faculty may teach in the summer was to be set at 6.67. Likewise the maximum number of part-time ESU's faculty may teach in a summer converted to 2.27. Again there was no basis established by the Union for increasing these maximum numbers of ESU's.

ANALYSIS - This fact-finder would recommend that the Employer's proposal regarding summer school be adopted. It is apparent from testimony at the hearing that the College remains

uncertain as to whether current five and one-half week and eight week sessions for summer school will be retained. Apparently, there has been some thought given to a 5, 5, 10 format for summer school. In any case, the simple numerical conversion of the current summer school provision from quarters to semesters is provided for under the Employer's proposal. Under the current summer school format, it is apparent that such a summer school provision would be appropriate.

There was insufficient basis established by the Union for increasing the maximum number of ESU's for summer school sessions. The Union claims that there are inequities in the current provision in that it unfairly penalizes faculty who teach in the shorter summer session by decreasing the number of EQU's they may teach. However once again, this is an area which the parties recently discussed during contract negotiations leading to their current agreement. Under the reopener at issue here, the Union's request to increase the maximum number of full-time ESU's for summer school appears to go beyond the scope of the reopener provision involved.

Moreover, this fact-finder finds no basis to increase the 60 percent minimum number of selections that may be taught by full-time faculty at pro-rata pay during summer school. Once

again, the Union's proposal seeks to address a perceived inequity which goes beyond the scope of the reopener involved in this dispute. This fact-finder would recommend that the summer school provision be revisited by the parties during their next negotiations. It should be noted that the parties will have the full opportunity to negotiate over the summer school issue during the summer of 1998 which would be well before any summer school sessions are held under the new semester system.

#### RECOMMENDATION

It is the recommendation of this fact-finder that the summer school proposal from the Employer should be adopted and included in the parties' agreement.

#### ARTICLE XXI - SUMMER SCHOOL

Employer's proposal adopted by reference herein.

12. OTHER REVISIONS IN CONTRACT LANGUAGE

The Employer submitted other necessary revisions to reform the existing Collective Bargaining Agreement so that it reflects the change to the semester system. Except with respect to its proposals discussed above, the Union has no objection to changing contract language to reflect the conversion to the semester system. However, the Union also proposes that if any change was inadvertently omitted from the Employers proposal which would require modification under the semester system, then in that case any such change shall be negotiated through the Meet and Confer Provision of the current Master agreement.

ANALYSIS - With the exception of the previously referred to recommendations submitted herein, this fact-finder would adopt the Employer's proposed revisions to reform the existing agreement to reflect the schedule change to the semester system. Thus with the exceptions noted, the Employer's proposal is incorporated by reference herein. However, this fact-finder would agree that if any further modification is needed to the current agreement to reflect the semester change, then in that case the parties shall meet and confer over any proposed change under the terms of the Master Agreement.

RECOMMENDATION

It is the recommendation of this fact-finder that with

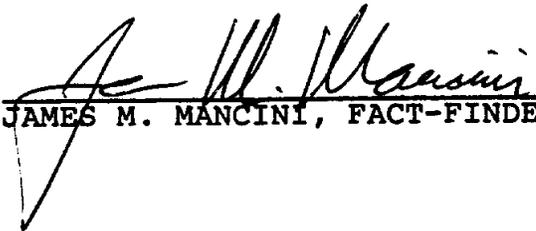
the exception of the previously noted recommendations, the Employer's proposed revisions to reform the existing agreement to reflect the change to the semester system should be adopted.

OTHER REVISIONS IN CONTRACT LANGUAGE

With the exceptions noted previously, the Employer's proposal for necessary revisions to reform existing contract language for the conversion to the semester system is incorporated herein by reference. Further any change which may have been inadvertantly omitted from the proposal which would require modification to permit the normal implementation of a semester system shall be discussed through the Meet and Confer Provision of the Agreement.

C O N C L U S I O N

In conclusion, this fact-finder hereby submits the above referred to recommendations on the outstanding issues presented to him for his consideration.

 8-16-96  
JAMES M. MANCINI, FACT-FINDER