STATE OF NEW YORK – COUNTY OF ONONDAGA
NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD

In The Matter of the Fact Finding Between

ONONDAGA COMMUNITY COLLEGE FEDERATION OF TEACHERS AND ADMINISTRATORS

PERB CASE M2009-241

-and-

ONONDAGA COMMUNITY COLLEGE

Appearances:

Gordon R. Mayo, Esq., Fact Finder

Susan Marie DeCarlo, Labor Relations Specialist, NYSUT

Robert Rogers, HR Director, Labor Relations & Employee Development, OCC

On July 7, 2010, I was appointed as the fact finder in the above contractual dispute between the Onondaga Community College Federation of Teachers and Administrators (hereinafter Union) and the Onondaga Community College (hereinafter College). The predecessor collective bargaining agreement (hereinafter CBA) expired on August 31, 2008, and, after numerous negotiating sessions, the parties were unable to reach consensus on a successor agreement. Subsequently, the parties met with a mediator on three occasions, again with no successful conclusion being reached. The Union filed for fact finding on June 3, 2010, precipitating my appointment. The parties met on October 18, 2010, at which all parties were present and represented; the most compelling open issues were discussed, and a briefing schedule was established. Briefs were received in my office on or about December 20, 2010.

Although there are there are several other items that I will briefly discuss, the most compelling issues facing the parties are compensation and health insurance. Obviously, the issue most pressing is compensation. Not only is the Union seeking a salary increase for its full-time employees (hereinafter FTEs), it is seeking increases for adjunct faculty, and also faculty promotional minimum salaries. In today's uncertain economy, with looming State budget cuts and increased pressure upon College sponsors (here, Onondaga County) to cut expenses in response to State cutbacks, it is impossible to predict what revenue streams will be available to the parties in the coming years. Both the Union and the College have posited that a six year agreement (2008-2014) is preferable, given that this agreement is now 2 ½ years out, and I agree.

The Union has proposed a 2.5% increase in 2008-2009, a 2.5% increase in 2009-2010, a 4.0% increase in 2010-2011, a 4.0% increase in 2011-2012, a 4.5% increase in 2012-2013, and a 4.5% increase in 2013-2014 for all members in its bargaining unit, including adjunct faculty (including tutors, adjunct clinical instructors, physical therapy assistant, respiratory therapy and surgical technology personnel). It further seeks increases to the minimum salary rate for each of its represented titles as follows: 2.75% in 2011-2012, 3.25% in 2012-2013, and 3.75% in 2013-2014. Additionally, it seeks the following increases in salaries for unit members who are promoted to a higher grade, and might typically be adversely affected monetarily for a time because of being at the bottom of grade: 2.0% in 2008-2009, 2.0% in 2009-

2010, 3.5% in 2010-2011, 3.5% in 2011-2012, 4.0% in 2012-2013, and 4.0% in 2013-2014. For those unit employees who teach on an overload basis, the Union seeks the following increases: 2.5% in 2008-2009, 2.5% in 2009-2010, 4.0% in 2010-2011, 4.0% in 2011-2012, 4.5% in 2012-2013, and 4.5% in 2013-2014. As justification for its increases *supra*, it points to the other College bargaining unit, CSEA, which has a five year agreement that expires on December 31, 2012. That unit received (or will receive) the following increases:

2008 – 2.5%
2009 – 3.0%
2010 – 3.0%
2011 – 3.25%
2012 – 3.5%

Moreover, management-confidential employees have also received annual increases during the 2008-2011 time frame that range from 2% to 13.6% annually. The Union claims that the College has sufficient resources to pay these increases, inasmuch as there are sufficient reserves on hand that might be tapped to help pay employees who have gone without a raise for 2 ½ years.

The College counters with the following wage proposal:

2.0% lump sum bonus upon ratification and not added to base
2.5% following September 1 (presumably 2011)
3.0% following September 1 (presumably 2012)
3.0% following September 1 (presumably 2013)
3.5% following September 1 (presumably 2014)

There is no retroactivity in the College proposal, it being their position that "[T]he College's current total wage offer is very competitive when compared over the next four years and even considering the years when no increase would be applied." The

College has also proposed the following changes in promotion minimums, which positively impact all titles but instructor:

Instructor - $39,866 (remains the same)
Assistant Professor - $46,936 to $48,436
Associate Professor - $54,005 to $59,005
Professor - $61,073 to 72,073

Adjuncts and clinical faculty will receive 1.5% increases annually in 2011-2013 in the Colleges proposal, as will unit members who teach on an overload basis during the same time frame.

As is typical in fact-finding, each party provides statistics that are most helpful to their individual situation, while in truth, there is no such animal as an accurate comparable. There are no recent contract settlements relied upon by either party, which is not surprising given the state of the economy and the uncertainty as to when (or if) there is an actual economic turnaround. Although the College claims that it is opposed to any retroactivity in salary advances, that position is untenable, given that every other College employee has enjoyed yearly increases during the past 2 ½ years that this unit has been without an agreement. Nonetheless, I am mindful of the current difficulties being faced by the State and the County, who provide a major share of the College's operating funds. I therefore propose the following salary increases for the full and part-time faculty members:

2008 – 2009 – 2.0%
2009 – 2010 – 2.0%
2010 – 2011 – 2.5%
2011 – 2012 – 3.0%
2012 – 2013 – 3.5%
2013 - 2014 – 4.0%

Adjunct and clinical staff shall receive 2.0% annual increases during each year of the agreement. Overload stipends shall also increase 2.0% per annum during the same period. The current rank and promotion minimums shall be increased by $1,000 (instructor), $3,000 (assistant professor), $5,000 (associate professor) and $7,000 (professor) effective September 1, 2011, and in the following three years shall increase at 1.5% per year for all these titles. Any other issues dealing with compensation will not be dealt with in this report.

Health insurance is the second major issue facing the parties, and because of the constant escalation in the cost of this benefit, the most difficult to nail down. The College has proposed a plan that allocates a flat dollar amount towards each unit member's premiums, whether it be single or family coverage. Given a base year of 2011, each ensuing year would see an additional 5% added to the previous year's contribution. The effective result of such a plan would see a percentage increase of each employee's contribution from a 10% co-pay in 2011 to 17.75% in 2014, assuming 8.2% increases in health insurance premiums each year. In real dollar amounts, the employee's contribution monthly would rise from $46.72 in 2011 to $105.06 in 2014 for a single plan, while the family contribution would begin at $122.11 in 2011 and end at 274.58 in 2014.

Unfortunately, these projected costs are totally based upon a constant 8.2% annual increase in premiums, and most employers would sign up for such an amount over a stated period of time in a heartbeat. Although the College posits that the increases might be less than 8.2% each year, and thus would curtail the employee's monthly expenditure, such an assumption flies in the face of recent history. The

Union has proposed a plan whereby the single employee contribution escalates from its current 10% to 16% in 2014, with a $54.06 monthly contribution in 2011 escalating to $90.80 in 2014, and the family from $141.30 in 2011 to $237.33 in 2014.

The College's plan, while unique, places too much emphasis on assumptions regarding health care costs that cannot be calculated and may be just wrong. That being said, the Union must realize that this benefit has become so expensive that it must share in the burden of paying for it. Because health insurance and the relatively low contributions made for it by public employees have become so ingrained in the culture, there is frequently very little realization exactly how much it costs. In private industry and small business, employees generally pay much more for the benefit than their public sector brethren. I therefore propose that current employees begin paying 15% of their current monthly premiums effective immediately upon the acceptance of this report by the parties that shall continue until the expiration of the Agreement in 2014. As for newly hired employees, the College has proposed a 40% contribution to health insurance for employees hired on or after January 1, 2012. Even with this contribution, the College still proposes its fixed rate contribution (plus annual 5% increases) to this employment category.

Although a tiered employment benefit structure has become more commonplace in the public sector workplace in recent years, I must confess that I have not observed so severe a dichotomy as that proposed by the College. In addition to beginning employment at the bottom of the food chain, this proposal would ask new employees to pay $202.21 monthly (as opposed to current employees' $64.10) for single coverage and $528.50 monthly (as opposed to current employees' $167.29) for family coverage beginning January 1, 2012. Thus, family coverage would cost each new employee $6,342 annually in 2012, and, according to the College's proposal, $8,073 in 2014. I realize that fact-finding proposals espoused by parties are often just wish lists, and are sometimes not based in reality. However, to expect new employees to pay these health insurance premiums, which in the case of family coverage, are approximately 2 ½ times those of current employees, is not a tenable position.

I propose that new employees hired on or after January 1, 2012 pay 25% of their health insurance premiums, with this amount to remain stable through the end of the agreement. The same contribution shall made to the group dental insurance plan, which remains free for current employees.

The Union is also proposing an increase in the adjunct faculty Health Benefit Fund, which permits any post probationary adjunct who purchases health benefits to share in a fund (currently $17,500) to defray health insurance costs. The proposal is for an increase in this pool to $40,000 annually. The college has not spoken to this issue in its submission. I propose raising this fund to $25,000 annually until the expiration of this agreement.

As to other issues, the Union has proposed combining both the Faculty and the Professional Administrators units into one all-encompassing union, which will make collective bargaining process more efficient and streamlined, inasmuch as both units share a majority of common issues. It is my opinion that such action would take an application to PERB, either as a unit placement or unit clarification petition, and I am without authority to make such a ruling.

The area of teacher evaluations is a contentious one; many unions are generally opposed to the concept unless they have some control over the process. Here, the College has proposed a performance evaluation process for newly hired faculty that excludes existing faculty members. The last Union proposal would permit student evaluation forms to be utilized, but only infrequently and then processed by the Union. It is my opinion that a process that only applies to new hires is basically worthless, inasmuch as there is little turnover at the College, and the evaluation process should include all faculty. What that process should include is better determined between the parties through collective negotiations or the labor/management committee structure, rather than unilaterally imposed.

After having reviewed the submissions and proposals by both parties, I hereby make the following recommendations:

1. Wages for full and part-time faculty shall be increased 2.00% for 2008 - 2009, 2.00% for 2009 – 2010, 2.5% for 2010 – 2011, 3.00% for 2011 -2012, 3.5% for 2012 – 2013 and 4.00% for 2013 -2014.
2. Overload stipends shall also increase 2.00% during the duration of the contract.
3. Adjunct and clinical staff shall receive 2.00% increases during each year of the agreement.
4. The current rank and promotion minimums shall be increased by $1,000 (instructor), $3,000 (assistant professor), $5,000 (associate professor) and $7,000 (professor) effective September 1, 2011, and in the following three

years shall increase at 1.5% per year for all these titles. Any other issues involving compensation will not be dealt with in this report.

5. Effective with the acceptance of this report, current unit members shall pay a 15% contribution towards their health insurance premiums.
6. Effective January 1, 2012, new hires shall pay 25% of their health insurance premiums; they shall also pay 25% of their dental insurance premiums.
7. The Adjunct Faculty Health Benefit Fund shall be increased to $25,000 effective immediately.

The above report addresses the most pressing issues presented to me during the fact finding process, and my recommendations for the manner in which the instant impasse may be resolved.

Dated: February 20, 2011

GORDON R. MAYO, Fact Finder

STATE OF NEW YORK)
COUNTY OF RENSSELAER) ss.

I, GORDON R. MAYO, an attorney licensed to practice in New York State, do hereby affirm on my oath as Fact Finder that I am the individual described herein and who executed the subject Fact Finding Report on February 20, 2011.

GORDON R. MAYO