

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

In The Matter of the Fact Finding Between

THE PROFESSIONAL ADMINISTRATORS OF ONONDAGA COMMUNITY
COLLEGE FEDERATION OF TEACHERS AND ADMINISTRATORS

PERB CASE M2009-254

-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 Professional Administrators of 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 unit positions (there are approximately 97 named titles in the 2005 – 2008 CBA), it is seeking increases in professional administrator 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. 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. 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 wage increase is competitive when compared with other comparable administrator contracts and general wage settlements.” The College has made no proposal regarding promotional minimums, which is contrary to the Faculty fact-finding simultaneously presented.

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 1/2 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 Union's unit 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%

The promotional minimum salary increase shall be 2.00% per year for each year of the agreement.

The Union also seeks to define the work week as 35 hours per week, Monday through Friday. If a unit member then works more than 35 hours per week, he/she shall be entitled to compensatory time. The College is opposed to this proposal, inasmuch as the employees within the bargaining unit are all salaried employees not required to punch a time clock, and hold professional titles. In this current financial climate, I believe that caution is the watchword, and now is not the time to fundamentally change the current time and attendance parameters for the Union's members. Accordingly, the Union's workweek and compensatory time proposal is not accepted. All other items dealing with compensation not addressed *supra* 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 be made to the group dental insurance plan, which remains free for current employees.

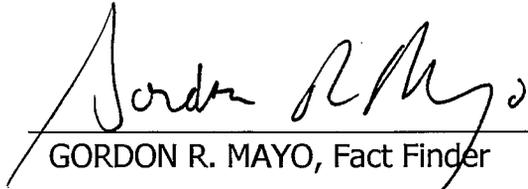
As to other issues, the Union has proposed combining both the Faculty and the Professional Administrators units into one all-encompassing union, which will make the collective bargaining process more efficient and streamlined, inasmuch as both units share a majority of common issues. It is my opinion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

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

1. Wages for all unit positions 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. The promotional minimum salary increase shall be 2.00% per year for each year of the agreement. Any other issues involving compensation will not be dealt with in this report.
3. The union proposal setting forth a standardized 35 hour workweek for unit members and the accumulation of compensatory time for hours worked in excess of 35 hours per week is not accepted.
4. Effective with the acceptance of this report, current unit members shall pay a 15% contribution towards their health insurance premiums.
5. Effective January 1, 2012, new hires shall pay 25% of their health insurance premiums; they shall also pay 25% of their dental insurance premiums.

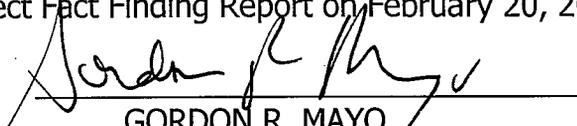
The above report addresses the most pressing issues presented to me during the fact finding process, and my recommendations for the manner in which the instant impasse may be resolved.

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