Catherine Harris, Esq.
Arbitrator • Factfinder • Mediator

January 5, 2001

JIM MAHLER
President, AFT Guild Local 193 1
San Diego Community College District
108 1 Camino del Rio South Suite 217
San Diego, CA 92 108

WAYNEMURPHY
Assistant Chancellor/Human Resources
San Diego Community College District
3375 Camino de1 Rio South #330
San Diego, CA 92 108

Re: San Diego Community College District Factfinding
Case No. LA-IM-2930

Dear Parties:

Enclosed is the report of the Factfinding Panel in the above-referenced dispute between San Diego Community College District and AFT Guild Local 193 1. The District's panel representative and the chairperson have signed the report. The concurring opinion of the District's panel representative and the dissenting opinion of the Guild's panel representative, both of which were timely filed, are attached to the report.

Please be advised that California Government Code section 3548.3 provides "... Any findings of fact and recommended terms of settlement shall be submitted in writing to the parties privately before they are made public. The public school emnlover shall make such findings nublic within ten (10) davs after their receipt" (emphasis supplied). Please refer to PERB Regulation 32800 for requirements regarding the manner in which the report is to be made public.

Very truly yours,
CATHERINE HARRIS, Esq.
Chairperson, Factfinding Panel

By: ______________
CATHERINE HARRIS

CH/rc
Enclosures: Factfinding Report (with concurring and dissenting opinions)

cc: PERB Headquarters w/encls
cc: PERB Regional Office w/encls
cc: Bruce Barsook, District Panel Representative w/en&
cc: Martin Hittelman, Guild Panel Representative w/encls

FACTFINDING PURSUANT TO EERA

In the matter of a dispute between the	))	
BOARD OF TRUSTEES OF THE SAN DIEGO COMMUNITY COLLEGE DISTRICT,	;	
and	1 1 1	**FACTFINDING REPORT** ***PERB No. LA-IA42930***
AFT GUILD, LOCAL 1931 AMERICAN FEDERATION OF TEACHERS, AFL-CIO	;))	
Involvina FY 99-00 wages and benefits		

Composition of the Factfindiw Panel

This dispute concerning wages and benefits for the college faculty unit for FY 99-00 came before Catherine Harris, Esq., a neutral factfinder mutually selected by the parties to act as the chairperson of a tripartite factfinding panel.(1) The **BOARD OF TRUSTEES OF THE SAN DIEGO COMMUNITY COLLEGE DISTRICT** (herein "the District") selected Bruce A. Barsook, Esq., Liebert, Cassidy Whitmore, as its panel member and Marty Hittelman, Senior Vice-President, California Federation of Teachers, served as panel member on behalf of the **AFT GUILD, LOCAL 1931 AMERICAN FEDERATION OF TEACHERS** (herein "the Guild").(2)

l The neutral chairperson was selected from a list supplied by the Public Employment Relations Board of the State of California.

2. The District and the Guild provided written waivers of the requirements of Government Code section 3548.2 [that the panel meet within *ten* days after its appointment], as well as the requirement that the panel members meet 20 days prior to the factfinding hearing for a pre-hearing meeting. The parties also waived the requirements of Government Code section 3548.3(a) [that the panel make findings of fact and recommend terms of settlement within 30 days of appointment].

The Presenters

At the factfinding hearing, AFT Guild, Local 193 1 was represented by its President Jim Mahler. The District was represented by Assistant Chancellor Wayne Murphy, Labor Relations Manager Cheryl Witt, Controller Charles Rogers, and Budget Supervisor Nancy Campbell. The parties presented their evidence and arguments to the panel during hearings on April 13, April 14, and June 14,200O. The Panel deliberated on June 14 and on November 11, 2000.

Backwound

The District is the second largest community college district in California with an FY 99-00 budget in excess of $300 million. Approximately 1800 employees, primarily contract and adjunct faculty, are covered by the College Faculty Agreement. (3) The Guild became the certified bargaining representative of the employees in the college faculty unit on June 5, 1987. This factfinding concerns the 1999-2000 re-opener to the College Faculty Agreement for the period July 1,1998 through June 30,200l which provides as follows:

ARTICLE XXVI - DURATION AND CONDITIONS

26.6 The parties agree to reopen Article VIII only during the period Julv 1. 1999 to June 30, 2000 and Julv 1.2000 to June 30.2001. To achieve the economic improvements in this Agreement the District cannot insure full COLA in 1999-2000.

Negotiations pursuant to the reopener began on November 19, 1999. Although there were four negotiating sessions, the positions of both parties did not change throughout the course of the

3 Also covered by the College Faculty Agreement are a Counselor, Librarian, Child Development Classroom and *Center* Faculty and Nurse.

bargaining: The District has consistently proposed a 2% off-schedule payment for FY 99-00 to all contract and adjunct (hourly) faculty and **no** adjustments to the 98-99 salary schedule. (4) Similarly, the Guild's initial position has remained unchanged, i.e., an across the board 8% increase for all contract faculty effective July 1, 1999 and new steps to be added the Schedule A of the salary schedule as follows:

> 3 additional steps (Q-R-S) (2,.75% each) added to Class 1
> 2 additional steps (R-S) (2.75%) added to Class 2
> 1 additional step (S) (2.75%) added to Class 3 and Class 4
> New combined overload and adjunct schedules. The adjunct schedules to be based on a pro-rata formula derived from contract Schedule A.

On December 16,1999, the Board of Trustees resolved: "that the Board of Trustees adopts the principle for the fiscal year 1999-2000 that on-schedule salary increases will be available only for classified positions other than managers and supervisors."(5) The parties declared impasse on December 17, 1999 as to the 99-00 salary and the proposed schedule structure changes for contract and adjunct faculty.

The Guild's Contentions

In developing its salary proposals, the Guild relies on three principles: 1) Adjunct faculty salaries should be equivalent to those earned by tenured/tenure track faculty for the same work performed; 2) All faculty should earn a salary equivalent to their peers in the other four community college districts; and 3) Historically, salary increases for all faculty have not

---

4 The District informally proposed that the parties discuss the concept of a multi-year agreement that would include the 2% off-schedule payment for 99-00 and an on-schedule proposal for FY 00-O 1. However, the Guild rejected this informal proposal.

5. The District presented evidence that it has experienced difficulty in recruiting and retaining employees for various classified positions.

kept up with inflation.

The Guild assumes that, on the average, for each hour that an adjunct professor spends teaching, 2/3 of an hour must be spent in preparation. Therefore, the Guild reasons that the adjunct instructors are entitled to receive an increase equivalent to: the proposed hourly rate of a tenure track employee **(x) 1 2/3 = $48.82 per hour for Schedule B, Class 1, Step A. In** spite of the fact that adjunct faculty also hold office hours for free, and participate in campus committees and other activities for free, the Guild did not incorporate those hours into its proposal. Rather, the proposal is intended only to reflect equal pay for equal work as part of a regular teaching assignment.

The Guild's Position Regarding Comparability

The Guild has presented evidence that all of the District's adjunct faculty and 82% of its tenured/tenure track faculty reside within San Diego County. Additionally, in the two and a half years preceding the opening of the factfinding hearings, the District has hired at least 89 new tenured/tenure track faculty, the vast majority of whom were hired from the San Diego County area. Thus, the Guild takes the position that San Diego County is the relevant market for attracting and recruiting new faculty.

The Guild identified the following comparable community college districts within San Diego County: 1) Grossmont; 2) Southwestern; 3) Mira Costa; and 4) Palomar and presented the following information regarding the history of on-schedule salary increases to the Panel:

INCREASE	7/l/97-6/30/98	7/l/98-6/30/99	7/l/99-6/30/00	TOTAL
Grossmont	3.94%	2.62%	2.77%	9.62%
Mira Costa	6.20%	7.71%	9.80%	25.60%

Palomar	**4.00%**	**2.26%**	**2.00%**	**8.48%**
San Diego	**3.00%**	**3.26%**	00%	**6.36%**
Southwestern*	**N/A**	**N/A**	**N/A**	**11.89%**

Southwestern's cumulative compounded increase is based on a 1.73% increase for the period 7/l/97-12/31/97, a .97% increase for calendar year 1998, a 3.76% increase for calendar year 1999, and a 1.96% increase for the period l/1/00-6/30/00.

If the Guild's proposal for an 8% increase were accepted, this would result in a cumulative compounded increase of 14.87% for District faculty.

The Guild also presented a comparison of on-schedule salary increases and San Diego Consumer Price Index Increases as follows:

Period	On-Schedule Increase	San Diego CPI Increase
l/1/92 thru 12131192	0.00%	2.1%
l/1/93 thru 12/31/93	0.00%	2.1%
l/1/94 thrll 12/31/94	**2.00%**	**2.5%**
l/1/95 thru **12/31/95**	**0.00%***	**1.7%**
1/1/95 thru 6/30/96	**2.71%**	**1.6%**
7/1/96 thru **6/30/97**	**2.75%**	**2.4%**
7/1/97 thru **6/30/98**	**3.00%**	1.4%
7/1/98 thru 6/30/99**	**3.26%**	**3.4%**
Cumulative Compounded	14.49%	18.7%

* additional salary step of 2.75% added fall of 1995

** additional eleven-year career increment step of 2.75% added fall of 1998

Based on the above data, the Guild argues that salary increases have not kept pace with inflation.

The District's Contentions

The District takes the position that its offer of a 2% off schedule increase is fair and reasonable and claims that its limited financial resources are best allocated to immediately and substantially increase the salaries of its classified employees. (6) Moreover, the District further argues that the impact of the Guild proposal would be to confer increases in excess of settlements in other comparable districts where the County average ongoing settlement has been 2.88%. (7) The District believes that is offer keeps unit employees at salary levels which are comparable to the appropriate community college districts in San Diego County and that to implement the Guild's proposal would be an imprudent use of its available resources.

The District's Position regarding Comparability

The District compares its salaries to three of the four community college districts in SanDiego County: Grossmont, Palomar, and Southwestern. According to the District, these districts have similar benchmark job classifications, similar financial resources, and are districts with whom the District competes for both employees and students. The District takes the position that the fourth community college in the District, i.e., Mira Costa, is not an appropriate district for comparison purposes because Mira Costa, unlike the District, derives property tax revenues in excess of the state apportionment funding. The District points out that Mira Costa's estimated property tax revenue for 99-00 was $28.9 million, $5.1 million

---

6. COLA received from the State for the 99-00 General Fund Unrestricted was 1.41% or S 1,666,851. Based on the Board of Trustee's desire to address the salary disparity among the classified staff as a top priority in this year's budget, it was decided to make the entire COLA available to classified staff as an on-schedule salary adjustment. $1.5 million was designated **from the** District's ending fund balance to address off-schedule salary improvements for all other units including the College Faculty Unit.

7. As discussed herein, the District does not consider Mira Costa to be comparable and has excluded Mira Costa from this average. The figure of 2.88% is the average ongoing settlement when considering Southwestern (3.91%), Palomar (2%) and Grossmont (2.75%). [Note that these figures are *taken Corn* District Exhibit "2" and differ slightly from figures in Guild Exhibit "17".

more than their calculated formula allocation from the state of $23.8 million.

The District presented evidence that for FY 98-99, approximately 60% of the District's employees were earning above the San Diego County average. Moreover, the District points out that it provides additional opportunity for faculty to supplement their income through overload, i.e., a voluntary opportunity to teach additional classes in addition to the hours for which the employee is contracted to teach. In this connection, the District notes that of the 100 highest paid employees of the District (1999 annual gross earnings), 55% are contract faculty members. While the District concedes that its adjunct hourly rates are slightly below the County average, the District is the only district in San Diego County that contributes to benefit plans for the adjunct instructors. (8) The District presented evidence that the cost of providing this coverage is $645,180 per year for 140 faculty. (9)

The District also points out that Step A of the Schedule A (Tenured/Tenure-Track College Faculty Salary Schedule) and Schedule B (Adjunct College Classroom Faculty) reveals that the adjunct rate ($34.16) per hour is approximately 1.40 times the combined hourly rate for the same class and step on Schedule A ($24.3 1 per hour). According to the District, this comparison does not even take into account that in 1990-91, the Guild negotiated a unit pay system for adjunct teaching faculty which pays 54 hours for each class no matter how many hours the instructor teaches.

---

8. Palomar and Grossmont offer no benefits while Southwestern offers the opportunity to purchase benefits at the District rate but does not contribute any portion of the cost.

9. The District contributes full coverage for 116 faculty and shares the premium cost coverage for 24 faculty. The District asserts that the cost of providing the benefit package to its adjunct faculty is equivalent to a 4.96 % salary increase.

The Cost of Guild Proposals

At the request of the factfinding panel, the District and the Guild met on May 22,200O (prior to the resumption of the factfinding hearing on June 14) in order to develop a mutually agreed upon cost figure for'proposed changes in contract and adjunct salaries. By extracting actuals through April from the Human Resources System (plus May and June projections based on year to date expenditures), the parties were able to agree that the cost of a 1% increase is as follows:

Contract	$390, 192 (1%)
Adjunct	$161,589 (1%)

The above figures include the cost of mandated benefits.

The District's Ending Fund Balance

Throughout these proceedings, the District has expressed its concern that the Guild's proposals would result in declining ending balances for the next three successive fiscal years which could potentially damage the District's credit worthiness and make it difficult to respond to unforeseen circumstances. On the other hand, the Guild has noted that the District's ending fund balances (General Fund Unrestricted) are well in excess of the 5% level (5% of expenditures) recommended by the State Chancellor's Office.

DISCUSSION

Any discussion of an appropriate recommendation in this case must begin with the District's acknowledgment that "ability to pay" the requested increase is not at issue. The District resists the Guild's proposal not because of an inability to fund the proposed 8% increase but rather because of its view that granting such an increase to both academic and classified personnel (10) would be imprudent under the present circumstances. In short, the District takes the position that, for legitimate business reasons, its available &nds must be diverted to other programs and purposes other than salary improvements for contract faculty. However, the District's own analysis of the impact of District proposals [District Exhibit 25, Scenario One] reveals a 99-00 ending fund balance of in excess of 19,000,000, or approximately 15% of expenditures (10% more than the State Chancellor's recommended guideline). Moreover, while the District projects declining ending fund balances into FY 00-01, FY 01-02 and FY 02-03, the projected ending fund balance in FY 02-03 is still at approximately 8.3% of expenditures. (11) In any event, the fundamental disagreement in this case is not so much the impact of the respective proposals on the District's ending fUnd balances over time but rather whether the District should increase wages to bring them into closer conformity with other districts. The parties also disagree as to whether contract faculty wages have kept pace with inflation. While the District argues that the cumulative Consumer Price Index shows that contract faculty have generally kept pace with the CPI over the last decade, the Guild focuses on the San Diego Consumer Price Index in order to demonstrate a lag between spending power and wages.

Comparability

While the Guild has raised issues of internal comparability, i.e., between contract and adjunct employees, internal comparability is not one of the factors (set forth in Government

---

[10] Under a so-called "me too" clause; the classified employees would also receive the 8% increase.

[11] The District's Scenario One analysis assumes no growth and a 3% COLA in apportionment revenue. This analysis also assumes that COLA is allocated entirely for salary increases from July 1, 2000 through June 30,2003.

Code section 3548.2) to be taken into consideration by the Panel in arriving at its conclusions. However, the wages, hours, and working conditions of other employees performing similar services in comparable communities is a relevant factor. Thus, a threshold question is whether Mira Costa should be considered one of the San Diego County comparators, or whether the comparators should be limited to Grossmont, Southwestern and Palomar.

There are two compelling reasons why Mira Costa is not a valid basis for comparison: First, Mira Costa derives funding in excess of the state apportionment from property taxes, i.e., funding which is **not** provided to the District. Secondly, Mira Costa's wage structure is unlike the wage structure of any other district in San Diego County. On the other hand, Grossmont, Palomar, and Southwestern have cumulative compounded wage increases for the last several years within a range of a few percentage points, unlike Mira Costa with a cumulative compounded wage increase more than twice that of any other district in San Diego County. Under these circumstances, it is more reasonable to make comparisons between District salaries and salaries at Grossmont, Southwestern and Palomar.

Comparing the District with the Average of Grossmont, Southwestern and Palomar

Removing Mira Costa from the comparisons, the District's Tenured/Tenure-Track Faculty Salaries are substantially behind the comparators. For example, an entry level BA +45 with MA at the District earns $35, 990, which is 7.6% below the average salary of the three comparable districts, **i.e., $38, 740.33.** With five years of service, a BA+60 with MA at the District earns **$42,** 130, which is 10.6% below the average salary of the three comparable districts, i.e.; $46, 581.67. The same pattern emerges when reviewing the salaries of faculty with ten years of service, i.e., a BA+75 with MA at the District earns $50, 660, which is 11.3%

less than the average salary of comparable employees at Grossmont, Southwestern and Palomar, i.e., $56, 370. The discrepancy is less dramatic at the level of fifteen years of service, i.e., a BA +90 with MA at the District earns $62,600, i.e., which is 5.2% less than the average salary of comparable employees at the three comparable districts, i.e., $65, 830.67. At the highest possible level, a substantial discrepancy still exists, i.e., 2 MAs +90 or Ph.D at the District earns $71,320, which is 3.5% less than the average salary of the three comparable districts, i.e., $73, 820.33. (12)

The same pattern of discrepancies appears when examining the hourly rates of adjunct faculty. For example, at the entry level, an MA at the District earns $34.16, which is approximately 13% less than the average of the three comparable districts, i.e., $38.59. At the level of 1080 hours of service (5 years), an MA+45 at the District earns $36.61, which is 18.8% less than the average of the three comparable districts, i.e., $43.49. At 1944 hours of service (9 years), an MA+60 at the District earns $40.32, i.e., 16.4% less than the average salary of a similarly situated employee of the three comparable districts which is S46.93. A District MA+75 with 2808 hours of service (13 years) earns $44.40 as compared to the average salary of a similarly situated employee of the three comparable districts of $50.64, i.e., a difference of 14%. At the highest possible level, a District employee with two MAs+90 or Ph.D. earns $52.05, i.e., 11% less than the average of a similarly situated employee of

---

12. In fairness to the District, it must be noted that at Southwestern and Grossmont, you must have a Ph.D. to be placed on the last column on the salary schedule whereas District employees with two MAs and 90 graduate hours may qualify. Additionally, the Panel notes that substantial numbers of unit personnel are clustered at the more senior, and more educated, levels.

Grossmont, Palomar and Southwestern, i.e., $57.86 (13)

The District's unrebutted evidence, i.e., that the benefits paid to adjunct faculty is equivalent to a 4.96% wage increase, diminishes, but does not entirely eliminate, the size of the noted discrepancies. (14) Excluding Mira Costa from the comparisons, there is still a strong showing of lack of comparability as between both contract and adjunct faculty of the District and other similarly situated employees. This demonstrated lack of comparability, when considered in tandem with the consumer price index data ***for San Diego County,*** must be taken into consideration by the Panel in formulating its recommendation.

The Panel's Recommendation

An across the board increase of 3.5% for FY 99-00 would bring the District's cumulative compounded average for the past three fiscal years into closer correspondence with the salary histories at Grossmont, Palomar and Southwestern. A 3.5% on schedule increase would bring the District's cumulative compounded average (for the previous three fiscal years) to approximately 10. l%, which is the approximate average of the cumulative compounded wage increases of the three comparable districts, i.e., the average of 9.62% (Grossmont), 8.48% (Palomar) and 11.98% (Southwestern). Moreover, as further explained herein, an additional 3.5% on schedule increase for FY 00-01 is also being recommended. (15)

---

13 The Panel also notes that the District provides paid benefits to adjunct faculty, a rarity among community college districts.

14 With regard to adjunct employees, Mira Costa pays less than Southwestern except as to employees with less than MA or MA with nine years or more of service However, for the sake of consistency, Mira Costa has been removed from the computations for both salary and adjunct employees.

15 Although this factfmciiug does not technically cover FY 00-O 1, the Panel was of the opinion that a recommendation concerning FY 00-O 1 might be useful to the parties especially due to the prolonged nature of this factfinding process.

This report, while recommending a 3.5% increase for FY 99-00 and an additional 3.5% increase for FY 00-01, does **not** recommend adding any new steps to the salary schedule.

Impact of 3.5% increase on ending fund balance.

The District has provided an analysis of how its own proposal of a 2% off schedule wage increase will affect its ending fund balance in the year during which the increase is given, as well as for three successive fiscal years. (District 25) The District's own analysis demonstrates that ending fund balances well in excess of the recommended 5% (of expenditures) are forecasted for FY 00-01, Ol-02, and 02-03. Based on data supplied by the District, the District can absorb a 3.5% on-schedule increase without experiencing an unhealthy decline in its ending fund balances. Moreover, in order to keep pace with the salaries of the three comparable districts and the cost of living in San Diego, it is also recommended that an additional 3.5% on schedule increase be given for FY 00-01, i.e., so that the cumulative compounded increase for FY 99-00 and FY 00-01 would be 7.1%. Using data provided by the District during the factfinding process (District Exhibits. 25 and 26), the impact of a 3.5% increase in FY 99-00 and an additional 3.5% increase in FY 00-01 (7.1% cumulative compounded increase for the two fiscal years) would be the following:

	N-99-00	N99-00 (with 3.5% increase)
Beg. Balance	16,503,769	16,503,769
Revenue	135,491,591	135,491,591
Total	151,995,360	151,995,360
Salaries	88,751,161	91,857,451
Non-Salary	35,825,363	35,825,363

Total Exp.	124,576,524	127,682,814
Net Transfers	8,061,046	8,061,046
Ending Balance	19,357,790	16,251,500
% Expenditure	15.6%	12.8%

Turning to FY 00-01, and making allowances for the decline in ending fund balance attributable to the 3.5% increase (for FY 99-00), the impact of an additional 3.5% increase (cumulative compounded 7.1 %) would be as follows:

	FY 00-01	
Begin Balance	16,251, 500	
Revenue	146,263,270	(using October 2000 report of Business Services)
Total	162,514,770	
Salaries	95,072,462	(with additional 3.5% increase)
Non-Salary Exp.	37,616,631	(adjusted upwards 5% from previous year)
Total Expense	132,689,093	
Net Transfers	10,469,223	(using October 2000 report of Business Services)
Ending Balance	19,356,454	
% Exp.	14.6%	

A cumulative compounded wage increase of 7.1% (over FY 99-00 and FY 00-01) would help to bring the salaries of college faculty (both tenure track and adjunct) into closer alignment with comparable districts while, at the same time, not reducing the ending fund balance to anywhere near the recommended 5% considered prudent by the State Chancellor's Office. This recommendation also eliminates concerns about a rapid decline in ending fund balance (irrespective of the State Chancellor's recommendation) while, at the same time, addressing the District's concern about increasing the salaries of its classified employees by at least five per cent (5%) to address recruitment and retention problems.

The Interests of the Public

The best interests of the public will not be served by keeping wages of District faculty significantly below the average of Palomar, Grossmont and Southwestern while the District carries over far in excess of the recommended ending fund balance into the next year's budget. The administration of the District, as well as the Board of Trustees, may wish to make improvements to physical plant, equipment, supplies, and to participate in a variety of programs as evidenced by the District's history of transfers (out of General Fund Unrestricted). However, the District cannot afford to overlook the fact that its faculty is the heart and soul of the District's operation. Without the contract faculty, the District would be unable to perform its mission. Without a comparable salary structure, the quality of the educational product that the District provides is likely to deteriorate in the future. The 2% off schedule increase offered by the District does very little to remedy the substantial discrepancies between the salaries of similarly situated employees at Grossmont, Palomar and Southwestern. More of a commitment from the District is needed in order to bring the District employees within the same range (not even to the average or midpoint) of salaries being paid in other comparable districts. The wage increases being proposed in this report do not completely close the gap but they bring District employees into closer alignment with similarly situated employees in comparable districts. Moreover, the recommended increases do not jeopardize the District's ability to manage its resources prudently.

In making this recommendation, the Panel has considered the impact of this recommendation on FYS Ol-q2,02-03, and 03-04, a period of time in which the District projects that its revenues will continue to increase and that its level of enrollment will remain relatively stable. The following table is an effort to demonstrate how the proposed increase will impact the District for three successive years after FY 00-01:

	FY 01-02	FY 02-03	FY 03-04
Beg Balance	19,356,454	28,149,260	32,828.463
Revenue	156,087,523*	159,440,097*	163,003,348*
Total	175,443,977	187,589,357	195, 831,811
Salaries	99, 826,085**	104,817,389**	110,058,258**
Non-Salary Exp.	39,497,463 * * *	41,472,336***	43,545,953***
Total Expense	139, 323,548	146,289,725	153,604,211
Net Transfers	7,971,169 ****	8,471, 169****	8,971,169****
Ending Balance	28,149,260	32,828,463	33,256,431
% Exp.	20.2%	22.4%	21.6%

* Revenue figures are taken from October 2000 Business Services Report
** Salary expenses have been increased five per cent (5%) in each successive year
• **Non salary expenses have been increased five per cent (5%) in each successive year
**** Net transfers are taken Corn October 2000 Business Services Report

The foregoing serves to illustrate how the recommended wage increases would not jeopardize the ability of the District to maintain flexibility in its choices while bringing its college faculty into closer proximity with wages paid to faculty in comparable districts. The recommended increases achieve a proper balance between maintaining a competitive salary structure for college faculty and managing available resources in a fiscally responsible manner

CONCLUSION

The Panel is not empowered by the statute to make recommendations concerning internal comparability as between tenured/tenure track and adjunct faculty. However, the Panel is authorized to compare similarly situated employees in comparable districts in the same geographical area. Here, the comparability data supplied by the Guild has not been rebutted by the District. While it is true that the District is the only district in the County to provide paid benefits to adjunct staff, this fact does not fully address the discrepancies between the District's adjunct faculty and adjunct faculty in comparable districts. Similarly, while it is also true that of the 100 highest paid District employees, 55 are contract faculty, these internal comparisons are not relevant under the public bargaining statute. Just as the Guild cannot make any relevant comparison between contract and adjunct employees, the District cannot make relevant comparisons between contract faculty and non-unit employees. Nor has the District provided a convincing explanation as to why the San Diego Consumer Price Index is not the relevant point of reference. More importantly, the District has not provided a sufficiently compelling explanation as to why it must continue to accumulate such large unreserved ending fund balances where salary increases have not kept pace with the San Diego Consumer Price Index and District salaries lag substantially behind the average salaries of competitors.

On the other hand, the Guild has not presented a convincing explanation for an 8% on schedule increase effective July 1, 1999, i.e., the Guild has not explained why faculty wages should be increased to a level significantly above the cumulative compounded average of the three relevant districts for the period January 1997 through June 30,200O. The Guild's presentation also fails to account for the till value of paid benefits when comparing the wages of the District's adjunct faculty with the wages of adjunct faculty in comparable districts. Finally, the Guild has failed to demonstrate that the present salary levels of contract faculty are so non-competitive that unit members are abandoning District employment, or that the District is unable to fill tenured/tenured track or adjunct positions.

In sum, throughout bargaining and throughout this factfinding process, neither party has exhibited a willingness to modify its position based on evolving circumstances, information supplied by the other party, or a reexamination of its own rationales and agendas. Indeed, both parties have demonstrated equal degrees of intransigence. The recommendation contained herein represents an effort to arrive at a compromise which is in the best interest of both parties and which is based on the statutory criteria.

RECOMMENDATION

It is recommended that a 3.5% on schedule increase be granted to individuals who are members .of the college faculty unit retroactive to the beginning of FY 99-00. It is further recommended that members of the college faculty unit receive an additional 3.5% on schedule increase retroactive to the beginning of FY 00-01.

Dated: December 8, 2000

CATHERINE HARRIS, Chairperson

Dated: December ,200O

MARTIN HITTELMEW, Panel Representative

Dated: ~~December , 2000~~ January 4, 2001

BRUCE A . BARSOOK, Panel Representative

-see attached concurring opinion