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8 MEDIATION SCENARIOS: Resolving Higher Education Labor Disputes

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8 MEDIATION SCENARIOS

Resolving Higher Education Labor Disputes

1. FULL TIME and/or ADJUNCTS

Even though there are more adjuncts than full time professors in this bargaining unit, the adjuncts represent only about one third (35%) of the unit payroll. Most of the adjuncts do not qualify to vote on the contract under union by-laws.

The Management Team from the College insists its offer of 2.25% on total payroll is a very fair offer and there simply is no way the College can meet the Association's demand for a 3% wage increase. Management has now declared an impasse.

2. WHOSE TURN TO MAKE A PROPOSAL?

During the first caucus with the management team from *Under Stated University* the mediator begins to explore a compromise but the *Under Stated* attorney announces that they had made the last proposal and will not change their position until the *Overrated Faculty Association* makes a counter. When the mediator joins the *Overrated* caucus, the team alleges that the last modification by *Under Stated* was so *overstated* it only deserved being *berated!*

3. CAUTION – OVERLOAD!

After several years of disagreement, the full time faculty receive a directive from the College President that failure to perform what she alleges are routine course evaluations, will be considered an illegal job action! From the start the Faculty Association contends these duties have never been part of their job. The Faculty Association insists instructional unit members are already contractually obligated to schedule significantly more student office hours than any college in the region! The Association contends this is extra work and they will refuse to do the work unless they are fairly compensated. Upon entering the case, the mediator is confronted not only with a contract impasse but also an unfair labor practice charge as well as an illegal strike charge!

4. BARGAINING AUTHORITY & BAD FAITH: A TALE OF 3 PRESIDENTS

At the start of the second mediation session, the President of the College informed the mediator that between the mediation sessions, the President of the Faculty Association had arranged for a meeting with the President of the Board of Trustees (who also happened to be seeking reappointment to the Board) in an effort to get a commitment for a higher wage increase. The meeting was intercepted and averted by the College President. When the mediator arrives for the second mediation session, the College President tells her that before mediation can go any further, she must go in and tell the Association they are guilty of *bargaining in bad faith* and the College intends to bring charges! When the mediator goes into the Association caucus, before she has a chance to say anything, the Association President tells her that nothing will be accomplished unless the Board of Trustees is present for the negotiations since the College President simply does not have adequate *authority to settle!*

5. COUNTY FAIR OFFER?

During a joint meeting with the mediator, the Business Manager for *Calliope County College* states across the table to the *County Fair Faculty Association* that the 2% wage increase proposal is well in excess of the CPI change for the past year. When the mediator goes in to follow-up in the management caucus, the President of the Board of Trustees confronts the mediator and asks her directly whether she agrees that Calliope's last proposal is a Fair Offer? (The mediator now senses that Calliope's Management team needs to, *let off some steam!*)

6. MANDATE YOU SAY?

In a caucus with the Faculty Team, the Association President tells the mediator that her team conducted a membership survey and the negotiating committee now has orders by the membership not to come back with **any** changes in health insurance terms...WHATSOEVER!

7. CARRY THAT PACKAGE? (THE MEDIATOR'S ULTIMATE TOOL)

After an hour long caucus by the Faculty Team without the mediator, they call the mediator back in to inform him they will go along with the College's proposal for a 1% per year increase in Health Insurance contribution provided the College agrees to agree to their new demand for: (1) a new dental plan, (2) a new optical plan, and (3) a prescription drug card with a \$1 co-pay, as well as having the College accept their newly increased 4% per year salary proposal.

8. MEMORANDUM OF UNDERSTANDING: AN ACADEMIC EXERCISE?

The mediator brings the parties together after a full day meeting; the negotiators shake hands and thank the mediator profusely for helping them reach agreement. They tell the mediator they will get together Monday morning on their own and draw up the Memorandum of Agreement.

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