

Summary of Fact-Finding

Fact finding took place over a period of six days: January 31-February 1, April 3-4, and May 22-23.

On January 31, after hearing the initial positions of the parties in opening statements, the fact-finder suggested that mediation be attempted for the rest of that day and on February 1, with the fact-finder as mediator. The parties agreed, and we did come to agreement on Article 27 (Life and Disability Insurance), Article 31 (Other Benefits), and Article 7 (Faculty Rights and Responsibilities) *except* for the parts dealing with summer school (Section 7.8 and subsections). [Appendix H, which also deals with summer school, was not resolved either.]

That left unresolved Article 11 (Annual Evaluation), Article 13 (Appointment and Promotion [NTE]), Article 17 (Retrenchment), Article 19 (Workload), Article 23 (Compensation), Article 24 (Minimum Salaries), Article 26 (Medical, Dental and Vision Insurance), Appendix E (summary of medical, dental and vision benefits), Appendix I (Furloughs) and Appendix J (Early Retirement). Note that the last two appendices are new, proposed by the administration.

We proposed changes in Article 23, Article 24, and Article 26 (with current language for Appendix E), and current language on all other outstanding articles. The administration wants changes in all outstanding articles.

On April 3-4, both sides made financial presentations, and also presentations on Article 26. In 26, the administration wants faculty to give up the right to bargain over health benefits and simply accept whatever they give to other employees making changes with short notice at any time, even in mid-year. Thus, the administration would be able to unilaterally change health benefits anytime. So, in effect, BUFMs would be giving up the right to bargain over compensation, since the administration could effectively change your take-home pay any time by adjusting your health benefits — making the coverage worse, and increasing co-pays, deductibles, out-of-pocket maximums, and monthly premiums. The changes already imposed by the administration on other employees — changes they now want us to accept, too — would fall most heavily on those who are sick and those who make less money. Those changes are equivalent to a 4% cut in pay for bargaining unit faculty — and the administration's proposal would allow them to make things worse still at any time.

On May 22-23, the parties presented their position on the remaining articles.

The administration proposed to strike the language in 7.8 that gives BUFMs the right to teach in the summer if courses are offered. Current language implements a rotation system when there are more faculty who want to teach than there are courses available. The administration wants to eliminate the rotation system and be allowed to choose “the best teachers” to teach in the summer. Of course, “the best teachers” can be the cheapest teachers, including adjuncts, or their favorites among the BUFMs.

In Article 11, the administration wants to do away with the merit raise formula, instead giving chairs and deans total discretion over the distribution of merit raises to anyone having an overall merit score of at least 2.0. Otherwise, there would be no link between merit raises and performance. As would be the case with summer teaching assignments, chairs and deans could reward friends and punish enemies.

In Article 13 (NTE), the administration wants to make it harder to obtain a continuing appointment *and* to make it take more time, nominally extending the length of service needed to get a continuing appointment from 6 to 9 years. But in reality, for nearly everyone it would take 12 years, because only Senior Lecturers and Clinical Assistant Professors would be eligible for a continuing appointment. Currently, after six years as an Instructor, one must either be let go or promoted to Lecturer *and* given a continuing appointment. (In CoNH, currently one is typically hired as a Clinical Instructor and then after 6 years must either be let go or given a continuing appointment.) Under the administration's proposal, NTE's would have to be promoted to the top NTE rank (Senior Lecturer or Clinical Assistant Professor), too — as well as serving at least nine years as an NTE, which for most would double the time of service required to reach the job security provided by a continuing appointment. If the administration is successful in getting rid of our workload MOUs, it is likely that they will increase teaching loads, and this will make it considerably harder to get promoted. The administration could also simply let people go after 12 years, or sooner, at the end of any fixed term appointment.

In Article 17, the administration has proposed language which will allow it to retrench (fire faculty with continuing appointments and with tenure) if the University receives an SB-6 score of 2.4 or less for two consecutive years. In 2016 the administration got WSU A SB-6 score of 2.2 and in 2017 a score of 0.8. If the administration's proposal goes into the next CBA, effective immediately on the first day of the CBA the administration will be able to start the retrenchment process and start making decisions to layoff tenured faculty and faculty with continuing agreements. *The administration stated in no uncertain terms that they intend to reduce the size of the faculty.*

In Article 19, the administration's position is that the Workload MOU's are illegal and must be eliminated. They will be able to unilaterally set workloads for faculty, and their plan is to increasing teaching loads for faculty.

In Articles 23 and 24, the administration is proposing 0-0-0 and has stated in all likelihood there will be no raises for *six* years: this CBA *and* the next. Minimum salaries would stay the same. However, the administration proposes that it can pick out a few super stars and give them merit increases. This is why they want to the previously described changes in Article 11 (Annual Evaluation). Three years of no raises amounts to a 6% cut in pay after adjusting for inflation.

To summarize just the economic articles, the administration is proposing a **10% cut in pay** for bargaining unit members except for a few selected "super-stars" who they deem worthy of receiving merit pay awards.

Appendix I is a new provision that would allow the administration to “furlough” faculty. Since they admit that faculty will have to teach all of their classes and continue to engage in scholarly activity and service, their furlough proposal is really a cut in pay. Other employees will be told to take off and they will not be paid. Bargaining unit faculty will simply not be paid. The administration honestly could not even explain how they would calculate how much a day’s pay would be for faculty. In their initial calculations faculty on academic year contracts would have had their pay reduced by 20% more than other employees for each furlough day. When we pointed this out to them they said that was not their intention but after taking a half hour break to try and figure out how they came up with their estimated savings they returned and said they could not explain how they came up with the savings they presented to the fact-finder. If the administration calculates the number of days worked using the days in Article 28 to calculate sick leave payouts for retirees, they will assume that academic year faculty work 195 days per year, so a loss of 10 days’ pay would be a 5.1% cut in pay with no reduction in work.

Appendix J is an early retirement proposal that would allow for a phased retirement. Our major concern is that with retrenchment the administration will be laying off faculty and then hiring back retirees to take the place of those who have been laid off. They also could not explain how they would handle the phased retirement of matrix faculty who teach medical students.