

**WRIGHT STATE UNIVERSITY
BOARD OF TRUSTEES
OFFICIAL PROCEEDINGS OF THE
THREE HUNDRED AND FIFTY-FIFTH MEETING**

January 4, 2019

INDEX

	<u>Page</u>	<u>Resolution</u>
I. CALL TO ORDER	1	
II. CONFLICT OF INTEREST STATEMENT	1	
III. PROOF OF NOTICE OF MEETING	1	
IV. ANNOUNCEMENTS	2	
V. EXECUTIVE SESSION	2	19-37
VI. RECESS	2	
VII. RECONVENE IN PUBLIC SESSION	2	
VIII. CHAIR'S COMMENTS	3	
IX. UPDATE ON THE NEGOTIATION PROCESS	4	
1. Implementation of Terms and Conditions of Last Best Offer	9	19-38
X. ADJOURNMENT	14	

**WRIGHT STATE UNIVERSITY
BOARD OF TRUSTEES
OFFICIAL PROCEEDINGS OF THE
THREE HUNDRED AND FIFTY-FIFTH MEETING**

January 4, 2019

I. CALL TO ORDER

The meeting of the Wright State University Board of Trustees was called to order by Mr. Douglas Fecher, chair, on Friday, January 4, 2019, 3:01 p.m., in Room 157, Student Union. Mr. Larry Chan, secretary to the Board of Trustees, called the roll:

Present

Michael Bridges
Douglas Fecher
Sean Fitzpatrick
Stephanie Green
Bruce Langos
William Montgomery
C.D. Moore
Grace Ramos

Absent

Anuj Goyal

II. CONFLICT OF INTEREST STATEMENT

Mr. Fecher read the following conflict of interest statement and reminded the Trustees to alert him should a conflict occur as the meeting progressed.

It is of utmost importance to ensure that all university decisions are free from any real or perceived conflicts of interest.

Therefore, please be mindful of all obligations with which you have been charged as a Trustee of Wright State University; and take the steps you deem appropriate to perform your duties fairly and impartially.

III. PROOF OF NOTICE OF MEETING

Mr. Fecher report that this meeting was called by written notification and a quorum was present.

IV. ANNOUNCEMENTS

No announcements were offered, however, Mr. Fecher indicated that the Board would return to Public Session at the conclusion of their planned Executive Session and may or may not take action.

V. EXECUTIVE SESSION

In accordance with the Ohio Open Meetings Law, the Board, after a majority of a quorum and by roll call vote, determined to hold an Executive Session by offering the following resolution:

RESOLUTION 19-37

RESOLVED that the Wright State University Board of Trustees agreed to hold a Special Executive Session on Friday, January 4, 2019, in the Wright Brothers Room, Student Union; and be it further

RESOLVED that pursuant to the Ohio Revised Code 121.22 (G), the following issues may be discussed in Executive Session:

- Collective bargaining

Mr. Fecher moved for approval. Ms. Ramos seconded, and the motion was unanimously approved by roll call vote.

VI. RECESS

The Executive Session adjourned at 4:21 p.m.

VII. RECONVENE IN PUBLIC SESSION

The Wright State University Board of Trustees reconvened on Friday, January 4, 2019, 4:28 p.m., in Room 157, Student Union. The following Trustees were present.

Present

Michael Bridges
Douglas Fecher
Sean Fitzpatrick
Stephanie Green
Bruce Langos
William Montgomery
C.D. Moore
Grace Ramos

Absent

Anuj Goyal

VIII. CHAIR'S COMMENTS

Trustee Fecher, Board chair, offered the following comments:

“We are here today to consider a resolution to implement a last and best offer on terms and conditions of employment for our faculty members represented by the Wright State University chapter of the AAUP. I want to acknowledge for the Board that this has been a challenging process for all involved but it is imperative that we move the University forward and continue on a path to financial sustainability.

As it will be noted in the resolution I will present for consideration a bit later, this process began in January of 2017 which was a time of great financial distress for the University which demanded immediate attention; we still continue to work on those financial challenges. Over the two years of this process, the University and the AAUP representatives held more than twenty bargaining sessions and worked with a federal mediator in search of a resolution. Agreement was reached on many tentative issues. We were, unfortunately, unable to reach full resolution and so proceeded with each party presenting its positions to a mutually agreed upon SERB fact finder for a mandated fact finding hearing process. The parties also met after the hearing process but before the fact finder's findings were issued in an attempt to find a way forward. None of these efforts were successful in resolving the remaining issues of contention. While the Board voted to accept the fact finder's report, represented faculty voted overwhelmingly to reject this same report and no agreement was reached.

There are a few items I would like to address before we move forward with our meeting. First, and foremost, I want to say unequivocally that for the Board of Trustees this process is focused squarely on two goals; first, to put the University on a path towards long-term financial sustainability and second on maintaining for our students one of the most affordable rates of tuition in the state of Ohio. To do these things requires long term and structural changes to University operations and the cost of those operations.

For the Board of Trustees, this has not been about winning or losing, it has been about finding a reasonable path forward that addresses the two concerns in ways that position the University for long-term success. Also, throughout this process, the Board has maintained the utmost respect for the faculty. To every one of our Trustees, this Board recognizes the high quality of the Wright State University faculty and the many outstanding teaching, research and service contributions the faculty delivers to students every day.

To this end, the Board has worked to understand the issues from all sides in its attempt to resolve the situation. President Schrader, as a faculty member herself, has been instrumental in assisting and understanding the issues from all sides, from sensitivities of faculty regarding issues in the contract, as well as from the point of view of fiscal sustainability, and the interests of students. So we find

ourselves here today to consider a resolution to implement the terms and conditions of employment for represented faculty members.

If the Board adopts the resolution today, the University will find itself at a new crossroads. What happens next? That is where we will all have a choice to make. There is no shortage of opinions at this University on what is the best course of action the Board should take. If the resolution is adopted, it is certain that not everybody on campus will agree on the Board's direction. But that is, after all, the nature of complex issues such as this, all across our society.

In the end, it is the Board's obligation and responsibility to take the action it thinks is best for all stakeholders; students, faculty, staff, community stakeholders and even taxpayers from whom a portion of our funding is derived. It is the job that the Board takes in the utmost seriousness. So I urge all of us, regardless of our position, to exercise thoughtfulness and caution no matter what happens here today.

If we choose to do these things, I have no doubt that a bright future awaits us and for everybody concerned. As David McCullum noted in his seminal work on our namesakes, the Wright brothers, *we learn much by tribulation and by adversity; our hearts are made better.*"

IX. UPDATE ON THE NEGOTIATION PROCESS

Mr. Fecher asked Mr. Dan Guttman to explain the process that brought the Board to assemble for consideration of a resolution to implement the terms and conditions of the last best offer on open contract provisions with AAUP-WSU.

Mr. Guttman is an attorney with BakerHostetler and has 20 years of public sector labor contract negotiating experience. Mr. Guttman has worked with the President's bargaining team well over a year now helping to navigate through the collective bargaining process. As the chief negotiator of the labor contract, Mr. Guttman walked the Board through the proposed resolution that would implement the final terms and conditions of the open items that remain in the negotiations with the AAUP-WSU.

It was proposed that all contract items having reached tentative agreement be retained and included as part of the terms and conditions bargaining unit faculty would work under. However, on the open items that have not been reconciled, Mr. Guttman asked that the Board implement the provisions set forth in Exhibit A included with the resolution.

When discussing the current situation, Mr. Guttman said, "Simply put, all good faith negotiations and all the statutory required processes of dispute resolution have now exhausted all prospects of reaching an acceptable agreement. Based upon

all referenced to date, we do not believe that there is any realistic possibility that any continuation of discussion with AAUP would be fruitful at this time. We truly are at an impasse. Due to financial reasons and the ongoing uncertainty that the University currently faces, the campus is falling into difficult financial times because the uncertainty is breeding more uncertainty. The longer the collective bargaining process and the statutory process continues, the uncertainty itself of not having a final resolution is exacerbating Wright State's financial problems, not helping to solve them. So doing all we can do to reach a tentative agreement, both the timing of this process; having gone on for over two years, and the status of good faith negotiations that leads us to a place where, based upon our last best offer that has constantly been rejected, we are going to ask the Board to strongly consider implementing the final terms as proposed".

Wright State has been at the table with AAUP since the beginning of January 2017 and also sought outside assistance from Mr. George Albu, a highly experienced federal mediator, who works for the Federal Mediation and Conciliation Service. Both parties jointly met with him on several occasions but were unable to bridge the gap over many issues.

The next step was a statutory fact-finding process overseen by Mr. David Stanton who was a mutually agreed upon fact finder and has many decades of experience in Ohio in fact-finding resolution. Initially, Mr. Stanton used mediation to help gain consensus over approximately 12 unresolved issues. Subsequent agreement was arrived at on 3 or 4 issues. Finding no further agreement, Mr. Stanton switched to a fact-finder role to hear both sides present their last and final offer for agreement. Mr. Stanton then delivered his recommendation for agreement in a fact finders report giving concessions to both parties. While neither side found all their needs met, the Board voted unanimously to accept the report's recommendations while a large majority of the faculty Union voted to reject the findings.

In early October of 2018, the administration again met with the union to discuss key areas of contention in the hopes of opening up further negotiation and consensus building for a way forward. A proposal was offered on retrenchment (layoffs) and a campus-wide uniform health plan; two highly debated issues. This proposal was soundly rejected by the union. Based on long-term financial reasons, equitable treatment of employees, and to gain insurance cost savings by having uniform campus-wide health coverage, it is vital to the University that agreement on the healthcare insurance be reached.

Looking back on two years of negotiations in good faith, a federal mediator, a state appointed mediator who became a state-appointed fact finder, the process of making a last, best offer on all open items and then a last, best offer on what was believed to be two critically important items during the October meetings, the two parties simply cannot reach consensus.

While status quo has to be maintained during the bargaining process, the current status quo simply does not work. Wright State cannot continue to maintain the same level of service to the students, to the public and to other staff and faculty members by holding the same terms and conditions and the same financial expenditures that we have been currently operating under for the AAUP union members. Other campus staff and non-represented faculty have already experienced adjustments to their wages, to the terms and conditions of employment, and have been affected by layoffs or job loss due to the financial difficulties the University is facing. Due to the obligation to maintain the AAUP contract status quo, no one in the AAUP union has shared in the equal sacrifices campus wide.

The Board received a recommendation to break the status quo and adopt a reasonable approach to the final terms and conditions. The Board was asked to implement the final terms as outlined in Exhibit A, honor all tentative agreements in place at the bargaining table, and hold these terms and conditions in place as if it were the same length of the contract that could have been renewed, namely three years from the date of expiration which would be June 30, 2020.

Once the implementation is made, the administration would be authorized to reach out to Human Resources to set a meeting with the union for feedback about communicating the healthcare changes to their membership and setting a process to help the membership make the transition.

Lastly, Mr. Guttman pointed out that special care and attention has been taken to moderate the “asks” to only those in the financial sphere. Changes that do not have financial impact are not being proposed. We are not taking this opportunity to adjust more than just the open terms of the contract. We are not ignoring tentative agreements that have been reached to date. There are eight or nine core items that are going to have both short and long term financial impact that we believe must be moved from the status quo and that is what the Board is being asked to do today.

Having heard Mr. Guttman’s update, Mr. Fecher asked the Board for any questions. Ms. Green requested a reiteration of the terms of the agreement; namely, how long it would last. The AAUP-WSU contract expired June 30, 2017. The rules of the State Labor Board indicate that the University cannot enter into a labor contract longer than three years. The current recommendation is for the Board to enter into an agreement that would mirror this practice making the next expiration date June 30, 2020. There is a provision should both parties reach a tentative agreement on their own, a successor agreement can be negotiated and honored. Reaching the June 30, 2020 date would trigger another round of negotiations for a new contract with a three-year term.

General Moore asked how Wright State’s uniform insurance plan would compare to other Ohio universities. Mr. Guttman indicated that during the bargaining

process, three comparisons were reviewed. One is a report from the State Employee Relations Board (SERB) that gives an overview of what other public employers are offering in the healthcare space. The second is what sister institutions are doing, and the third is a comparison of internal equity; meaning comparing costs and benefits of non-represented employee's healthcare to AAUP represented employees. The proposal before the Board is to mirror internal equity and not have the current two-tiered system between the AAUP and other University employees. AAUP members would not receive preferential treatment nor be treated more harshly but instead would receive the same cost and benefit structure as other employees.

Ms. Shari Mickey Boggs, associate vice president and chief Human Resources officer, outlined the benchmarking used by Human Resources for equity and to recruit and retain talent. H.R. uses several metrics including SERB, MERCER's National Survey of Employer-Sponsored Health Plans, the UAB Health Survey data, and a comparison to 14 Ohio public institutions of higher ed. Despite stated arguments to the contrary, Wright State does not have the worst plan in Ohio. Employees at Wright State have a choice between a PPO and a high deductible health plan. In the Dayton region, compared to University of Dayton, Sinclair and Central State, Wright State offers a lower deductible and equal out of pocket maximum. Under the high deductible plan, Wright State's co-insurance is 10% and Miami University requires a 20% co-insurance. Typical in Ohio is tiered costs based on salary levels which Wright State offers.

Mr. Montgomery asked where Wright State's salaries and total compensation rank against other universities nationally and within Ohio. Using data from the annual AAUP Faculty Compensation Survey, President Schrader responded that Wright State is very competitive in terms of salary. The 2017-2018 AAUP national survey shows Wright State's full professor's salary level is well above average compared to over 1,000 institutions. Wright State's full professor's average salary for a 9-month contract is over \$119,000. Professors at Wright State also have the option to supplement their salary with teaching, grants or other activities in the summer.

Comparing Wright State to the fourteen Ohio publics, Wright State's average full professor's salary exceeds comparable institutions when outliers like Ohio State and institutions like Central State and Shawnee State, who receive subsidies, are removed. Of the remaining institutions, there are only two in Ohio that exceed the average salary of Wright State's full professor. In addition, Ohio's salary levels rank higher across the country. According to national averages, the average salary for a full professor is about \$104,000 compared to Wright State's \$119,000 average.

Mr. Montgomery reminded the Board that Wright State's tuition is among the lowest in Ohio. President Schrader thanked the Board for noting that as Wright State navigates its financial recovery, we remain affordable and accessible to our students. Mr. Guttman added that the proposal under consideration would implement a wage freeze, minimal salary freeze, and hold current faculty salaries

at the level where they are at. This would not be unique to AAUP faculty, but instead, is a shared approach to what other university employees at Wright State are currently experiencing.

Mr. Fecher asked again for questions and hearing none, he began reading the resolution under consideration. At the conclusion of the reading and with a motion from Mr. Fecher and a second from General Moore, he asked if any Trustees would like any questions answered before taking the resolution to a vote.

General Moore asked what Wright State's Carnegie Classification might mean from the perspective of a faculty workload. Provost Edwards explained that a Carnegie Classification is a standard that categorizes research activity at institutions of higher education. Wright State is a R2 institution meaning it is a Research 2 doctoral granting, high research level institution. The teaching load associated with this classification is a 3:2 load which is the current load associated with this agreement. There are no plans to change the workload level; however, the Provost will work in conjunction with Faculty Senate to develop a uniform policy governing faculty workload. This policy will be the guideline moving forward instead of the collective bargaining agreement. Ohio State and Miami University both have workload policies as do other institutions across the nation.

Mr. Bridges asked how the plan for faculty savings days or furlough days compares to the furlough policy the Board adopted last year. President Schrader outlined the University's furlough policy, which has mechanisms in place to trigger furlough days only if certain SB6 metrics occur for a defined period of time. The policy also allows flexibility with implementation to require more or less days from certain groups or the ability to determine a group order implementation among the employees. This flexibility provides protections for lower paid groups who are less able to lose compensation.

The bargaining faculty group has previously not been affected by this policy. Under the terms and conditions, faculty could receive furlough days if the SB6 score is 2.4 or below for 2 consecutive years. To protect the academic core, bargaining unit faculty would be limited to 2 days per semester and would not be the first group affected. President Schrader reiterated that there are no plans to implement cost savings or furlough days and the hope is to continue to avoid their use moving forward.

Trustee Fecher asked about the implementation of insurance coverage changes and how this relates to the Affordable Care Act and policy anniversary dates. Ms. Mickey Boggs explained that the University under the Affordable Care Act is required to utilize a 60 day window to make changes to health care offerings. Other than a special situation, it is too expensive, time consuming and disruptive to make changes more often than the yearly open enrollment period. Proper procedures and notice would be followed to implement uniform changes to the bargaining unit faculty healthcare options to bring them in line with their fellow University

employees. Subsequent changes or modifications for all employees would remain on the annual schedule during the normal university-wide open enrollment period.

Mr. Fecher offered a summary of the key points discussed. These include no changes on the issue of retrenchment, the implementation of a university-wide uniform healthcare plan for all Wright State employees, a plan to move the workload language out of the collective bargaining agreement and into a University workload policy, no raises or changes to minimum salaries for bargaining faculty between July 1, 2017 and June 30, 2020 and the creation of a plan to implement cost saving/furlough days for bargaining faculty members under modifications and only as a last resort if conditions warrant.

Hearing no further discussion or questions, Mr. Fecher called for a roll call vote. The motion below was unanimously approved by roll call vote of the Trustees.

1. IMPLEMENTATION OF TERMS AND CONDITIONS OF LAST BEST OFFER

**THE WRIGHT STATE
UNIVERSITY BOARD OF TRUSTEES
TO IMPLEMENT TERMS AND CONDITIONS
OF ITS LAST BEST OFFER ON OPEN CONTRACT PROVISIONS,
TO REMAIN IN EFFECT UNTIL JUNE 30, 2020
OR UNTIL SUCH TIME
AS A SUCCESSOR AGREEMENT HAS BEEN REACHED**

RESOLUTION 19-38

WHEREAS, Wright State University, a state institution of higher education established and existing under the laws of the State of Ohio (the "University"), has been a party to collective bargaining agreements with Tenure-Eligible and Tenured ("TET") faculty and Non-Tenure Eligible ("NTE") faculty who are all represented in a single bargaining unit by the Wright State University Chapter of the American Association of University Professors ("AAUP-WSU" or the "union"), whose most recent labor contracts with the University expired on June 30, 2017;

WHEREAS, the University has been navigating recovery from a serious financial crisis that required it to address a \$30 million structural budget deficit and the exhaustion of \$130 million in reserves which took the University to the brink of State fiscal watch with an SB6 score of 0.8 for fiscal year 2017;

WHEREAS, in implementing drastic remedial budget measures, the University has virtually exhausted one time and recurring budget cuts including, but not limited to, making cuts to, and layoffs of, unclassified and classified non-faculty staff workforces to address its financial shortfalls;

WHEREAS, because of the financial crisis, the University can no longer maintain

the status quo in its labor agreements with the faculty union and continue to provide its normal and expected standard of public service; although employees not represented by the AAUP-WSU have already made concessions in their terms and conditions of employment, including concessions in health insurance, there have been no similar concessions made by AAUP-WSU faculty members as their collective bargaining agreement has remained unchanged through the financial crisis;

WHEREAS, negotiations for a successor agreement began in January of 2017 but during the course of negotiations the financial crisis engulfed the University leading to unprecedented change; this financial crisis and change put a temporary halt to negotiations as the University looked to stabilize its economic status and leadership positions as in March 2017, University President Hopkins stepped down; Interim President McCray was brought in from outside the University to serve until June 2017; and current President Schrader was brought in from outside the University and began her leadership in July 2017 - to put the leadership change into perspective – there have only been seven University Presidents since 1966;

WHEREAS, the University has been negotiating in good faith with the union for a successor agreement over the course of almost two years which includes over 20 bargaining sessions; an additional series of bargaining sessions with a federal mediator; additional mediation sessions with an independent, mutually-agreed upon, experienced SERB Fact-Finder; a statutory mandated Fact-Finding hearing process; and at least two post Fact-Finding hearing negotiation sessions including discussions in which two Trustees and the President participated with union officers;

WHEREAS, prior to and during labor negotiations the University chose not to unilaterally open and modify its labor agreement with the AAUP-WSU due to “exigent circumstances” although it had the right to do so under well-established case law from SERB, (In Re: *City of Toledo*, SERB 2011-001 (April 28, 2011) where SERB held that the City did not commit an unfair labor practice by unilaterally modifying the labor contract due to dire financial conditions creating exigent circumstances that were unforeseen at the time of the negotiations);

WHEREAS, instead, the University went to the bargaining table in good faith and tried to work through its financial issues with AAUP-WSU through the Administration’s proposed modified interest-based bargaining where the University sought to engage in big picture discussions about potential solutions to the financial crisis and the budget deficit, but the union refused and insisted on an exchange of traditional bargaining proposals; the University ultimately went along with the union’s approach and presented financial proposals intended to help improve its sustainability, but AAUP-WSU continuously rejected the University’s financial proposals;

WHEREAS, unable to reach agreement on various open issues at the bargaining

table, the parties proceeded to the statutory-mandated Fact-Finding process;

WHEREAS, the Fact-Finding hearing for this matter took place on April 3, April 4, May 23, and May 24, 2018 at the University's Dayton Campus where the University and the AAUP-WSU presented arguments, as well as witnesses, exhibits, and other evidence, to Fact-Finder David Stanton;

WHEREAS, after bargaining yet again to impasse with the union during the Fact-Finding Mediation process, the University set out its last, best offers on the open contract issues to Fact-Finder Stanton during the Fact-Finding hearing and more specifically presented its last, best offers in its post-hearing brief on **July 12, 2018**;

WHEREAS, after the briefing process concluded, but before a decision was issued, the parties attempted one last time to further reach agreement on open issues by meeting to negotiate several key provisions of the contract which culminated in the University submitting a final proposal on October 9, 2018 offering to withdraw all proposed new language on Retrenchment (layoffs), which the union had indicated was the most important issue that it had opposed, in return for the union accepting a uniform campus-wide healthcare insurance plan that all other University employees have, in order to lower the University's cost and increase its ability to negotiate lower healthcare rates with providers in this untenable environment of rapidly increasing healthcare costs;

WHEREAS, this final attempt by the University to close the differences between the parties on key provisions was soundly and completely rejected by the union and the union indicated it was not willing to accept a uniform campus-wide healthcare insurance plan, the most critical issue to the University, which placed the University unable to move further due to its financial condition;

WHEREAS, after again failing to reach any agreement, the parties received the Fact-Finder award where Mr. Stanton found the University's financial situation has been unprecedented in the history of any State of Ohio institution of higher education, which forced the University to engage in drastic remedial budget measures;

WHEREAS, after the Fact-Finder issued his report and recommendation, the University Board of Trustees, in an effort to bring the matter to a final resolution even though it did not receive all the relief that it was seeking, voted unanimously to adopt the Fact-Finder's report, while the union reported over 97% of its voters rejected the report; therefore the parties yet again failed to reach any agreement to bring the matter to a close;

WHEREAS, the union's rejection of the Fact-Finder's report, and rejection of the University's final proposals on **October 9, 2018** addressing Retrenchment and uniform healthcare and on **July 12, 2018** addressing all other open items confirms the University and union have reached ultimate impasse in negotiations as

reaching an agreement acceptable to both parties has become futile; the University can go no further without harming its students and its viability as this process prolongs disruption and unrest in the campus community;

WHEREAS, having exhausted the dispute resolution procedures as we understand it, and being able to move no further due to the University's financial condition, with the passage of this resolution, the University Board of Trustees has elected to move forward with implementing the terms and conditions of its final proposals on **October 9, 2018** addressing Retrenchment and uniform healthcare and on **July 12, 2018** addressing *all other* open items (**collectively its "Final Offers on Open Items"**) in order to allow the University to continue its central mission of serving its students without distractions or disruptions to their education;

WHEREAS, the University intends to implement ***EXHIBIT A ATTACHED TO THIS RESOLUTION WHICH SETS OUT*** its Final Offers on Open Items along with all Tentatively Agreed Upon items that were previously reached by the parties during the negotiation process, under which the faculty union members will operate until June 30, 2020 or until a successor agreement has been reached with the union;

WHEREAS, ***EXHIBIT A ATTACHED TO THIS RESOLUTION*** includes but is not limited to the following terms and conditions, as generally summarized by way of example as follows:

- **Tentative Agreements (TAs)** The Articles and Appendices that have been tentatively agreed upon by the parties throughout the negotiation process;
- **Medical, Dental and Vision Insurance (Article 26)** A 'uniform approach' across the University - medical (with prescription), dental and vision insurance will be provided to BUFMs on the same terms and conditions as other university employees (i.e. unified, consistent plan designs and premium structures based upon elections); with a 'guardrail' to ensure fair treatment that when health insurance changes University-wide then the AAUP-WSU member's will also change, but the change has to be consistent with similarly-situated employees;
- **Retrenchment (Article 17)** Maintains *status quo* current contract language on retrenchment and leaves the provisions unchanged;
- **Summer Teaching/Faculty Responsibilities (Article 7, portions of 23.6 and Appendix H)** Provides more efficient and practical method to assign summer teaching to drive revenue; the University will place decisions regarding the assignment of summer teaching of classes under the supervision of the Deans and Chairs in the Colleges and Schools where summer classes are taught;

- **Merit Pay/Annual Evaluation (NTE Article 11.6 to 11.6.2 and 23.1, TET Article 11.7 to 11.7.2 and 23.1)** Keeps a merit system available to reward performers within the faculty; awards are based upon Dean/Chair discretion in the distribution of merit pay (if merit pay is available); does away with a formula approach that shares merit pay;
- **Continuing Appointment and Promotion (Portions of Article 13.1 to 13.3)** Keeps a system in place that awards a non-tenure track faculty member with a continuing, automatic renewal contract; the University will extend the time for non-tenure eligible faculty to qualify for continuing contracts from six to nine years with a requirement that non-tenure eligible faculty achieve the status of Senior Lecturer or Clinical Assistant Professor to receive continuing contracts; all non-tenure eligible faculty currently employed who have reached the continuing contract status as of the date of this resolution will be grandfathered and not impacted;
- **Workload (Article 19.1)** Clarifies that “workload” must be only governed by University policy as required by State law; University policy as being determinative of workloads, not the contract or “MOUs” that tie the University’s hands regarding management rights of staffing and assignment; replaced by a workload policy formulated by the Provost in conjunction with the Faculty Senate, which shall be consistent with the workload specified for our current Carnegie Classification;
- **Compensation (Article 23)** In light of the University’s current financial situation, salary increases will not be awarded; however, promotion pay increases stay intact and remain the same for any BUFM who are promoted;
- **Minimum Salaries (Article 24)** No increase in the minimum salaries from the 2016-2017 level listed in the current CBA (maintain current levels);
- **Cost Savings Days (Appx. I)** Includes option to implement "cost savings day" but can only be triggered where criteria is directly tied to a limited 'window' of time measured by the University's SB6 score (a score below 2.40 two years in a row to invoke process); “Guardrail” put in place where BUFMs may only be required to take cost-savings days on the same basis as other employees as provided in policy, and other employees must be furloughed before or at same time as BUFM; in the event that furloughs are necessary, for Spring and Fall of 2019 and Spring of 2020, the Board of Trustees advises that Cost Savings Days be limited to a maximum of two days per semester for BUFMs; and
- **Retirement Incentive Program (Appx. J)** Voluntary option for BUFMs who elect to retire and participate in this program will be assigned a minimum number of teaching hours for up to three academic years following

retirement and will be paid 1/36th of their base salary per credit hour taught; guaranteed right to teach but at a lower rate of pay post retirement;

NOW THEREFORE, BE IT RESOLVED, that the Wright State University Board of Trustees implements the terms and conditions of the labor contract as set forth in the accompanying Exhibit A, to be effective immediately and remain in effect until June 30, 2020 or until such time as a successor agreement has been reached with the union.

Mr. Fecher moved for approval. General Moore seconded, and the motion was unanimously approved by roll call vote.

X. ADJOURNMENT

Mr. Fecher asked for any other items of discussion or business. None were offered. The meeting adjourned at 5:21 p.m.