

**WRIGHT STATE UNIVERSITY AND AAUP-WSU
SUMMARY OF FACT-FINDING REPORT OCTOBER 29, 2018**

The University and the AAUP-WSU, the union that represents some of Wright State's faculty, have been engaged in collective bargaining agreement negotiations over a new contract for the faculty for many months. In that time, the University has participated in over two dozen negotiation sessions and a number of off-the-record meetings with union leadership in an attempt to negotiate a new contract. Most of the contract terms were agreed upon at the bargaining table during the course of negotiations. However, there remained a few issues that the parties were unable to agree upon after lengthy negotiations.

To resolve the remaining items, the parties followed legal requirements prescribed by Ohio Revised Code §4117, entitled mediation and fact-finding. This statutorily required process involved the presentation of each party's positions and arguments on open items to a neutral, mutually agreed upon, third-party Fact-Finder, David Stanton, who was tasked with listening to the parties and issuing findings and recommendations for the resolution of the remaining items. Mr. Stanton, with experience spanning three decades, issued a 141-page extensively documented and analyzed decision on October 29, 2018.

In the face of an extremely challenging financial dilemma where the University is required to address a \$30 million structural budget deficit caused by years of unbudgeted and poorly controlled spending that exhausted \$130 million in unrestricted reserves, Mr. Stanton recognized the acute need for the faculty to assist in the financial recovery of the institution and for the University to find budget remediation measures in a modified faculty contract to couple with the substantial budget remediation steps that the University had already taken with respect to the rest of the campus community. Mr. Stanton afforded the University relief in seven open articles for the length of the contract. Balancing the relief the University sought, Mr. Stanton also made a recommendation in favor of the union on two open articles.

Specifically, Mr. Stanton awarded the University its proposed language on the following articles:

1. Summer Teaching – Here, the University sought to revise current contract language to allow summer course teaching assignments to be made by Deans and Department Chairs in order to optimize the opportunity for the best qualified faculty to teach and to make the most efficient assignment of faculty to generate the most revenue from summer class offerings. The existing language in the contract calls for a rotational system for faculty summer teaching assignments, which does not always provide for the best use of faculty talent to teach or afford an opportunity for the most efficient revenue generating assignments of faculty.

2. Retrenchment (Layoffs) – The award of the University’s proposed language allows the University greater flexibility and ability to retrench faculty if that need would ever arise and provides for limited objective criteria that would trigger such an event. The general provisions on faculty layoffs have been in the contract for 20 years. In fact, the Fact-Finder himself recommended the use of definitive and objective criteria for determining if layoffs of faculty could occur.
3. Workload – The Fact-Finder determined that assignment of workload is not a subject of bargaining as established by a U.S. Supreme Court decision, an Ohio State Supreme Court decision, a state labor board decision, and an arbitration decision. The Fact-Finder determined that workload is properly determined by the Deans and Department Chairs as a management right, a notion supported by the governing case precedents.
4. Compensation (Raises and Minimum Salaries) – In recognition of the University’s precarious financial situation and budget cuts already made to other staff at the University, the Fact-Finder agreed that no pay raises to the faculty during the life of the next contract were warranted by the University’s current state of finances, and that minimum salaries should not be increased or decreased. He recommended compensation at the current levels.
5. Health Insurance – The Fact-Finder acknowledged the current state of flux in the health care industry and that employers, in order to bargain for the most reasonable rates, terms, and conditions for health care coverage, need to capitalize on uniform volume purchasing power, and have a campus-wide health care plan that would offer with the faculty on the same health care plan as the rest of campus. In Mr. Stanton’s report, the faculty union proposed a separate faculty-only plan. Mr. Stanton’s suggested language on health insurance in the contract would bring the bargaining unit faculty members into a unified plan with all other Wright State employees. Again, this provision would not be automatically permanent because it would remain subject to and require renegotiation at the end of the contract.
6. Cost Savings Days (Furloughs) – Again in recognition of the University’s financial situation and a furlough policy that was implemented for the rest of campus, the Fact-Finder determined that it is appropriate for the faculty to be subject to two cost savings days (furlough days) per semester for the length of the next contract in order to assist the University to regain a position of financial sustainability. Contrary to the union’s assertions, Mr. Stanton felt Cost Savings Days would not require the faculty to work on a Cost Savings Day consistent with law. Again, this provision would not be permanent because it would remain subject to and require renegotiation at the end of the contract.
7. Early Retirement Incentive – The Fact-Finder recognized that this article was supported by both the faculty and the University. Therefore, he determined that the contract should

provide for such a program and that the parties should work out the details to implement such a plan.

As noted above, Mr. Stanton tempered the relief he awarded the University by limiting the University's proposed language to the life of the contract in several of the articles to be renegotiated after expiration of the contract in 2020. Also, Mr. Stanton awarded the union status quo language on two of the open articles set forth below.

1. Merit Pay – The University sought language that would enable the University to give specific pay increases to top performing faculty in recognition of their accomplishments in order to promote their retention rather than promoting their departure from the institution for other universities. However, the Fact-Finder determined that if the University is unable to grant pay increases for all faculty due to lack of funds, it should not be giving out any merit increases.
2. Non-Tenure Faculty Continuing Appointments and Promotions – The University introduced language that would enable the University to keep non-tenured faculty for a longer period of time of nine years to qualify for continuing contracts as opposed to making a difficult decision to terminate them at six years before they would be eligible for continuing contracts. The union opposed the extended period and the Fact-Finder determined that the contract language on such appointments should remain status quo.

Despite not awarding the automatic continuing relief the Wright State University Board of Trustees sought from a new union contract, the Board has voted unanimously to accept the decision in the best interest of the students and the University.