

## TERM SHEET FOR SUCESSOR CONTRACTS EFFECTIVE

**FEBRUARY 10, 2019 – JUNE 30, 2020**

**AND**

**JULY 1, 2020 - JUNE 30, 2023**

Wright State University (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 - American Association of University Professors (“AAUP-WSU”), whose most recent labor contracts with the University expired on June 30, 2017;

The University and the AAUP-WSU desire to put their differences behind them and move forward for the benefit of their students and university community and agree to enter into two successor labor contracts, the first effective **FEBRUARY 10, 2019 – JUNE 30, 2020** and the second effective **JULY 1, 2020 - JUNE 30, 2023** (the “First and Second Successor Contracts”);

Although there is no formal “Notice to Negotiate” pending between the parties, the terms and conditions of employment for AAUP-WSU members adopted by the Board of Trustees on January 4, 2019 shall be modified and/or incorporated into both the First and Second Successor Contracts as follows:

- **Tentative Agreements** – incorporate the tentatively agreed upon Articles and Appendices from the most recent negotiation process.
- **Workload** – return to the provisions from the prior August 20, 2014 – June 30, 2017 labor contracts with the TET and NTE professors.
- **Retrenchment** – maintain the terms and conditions of employment adopted by the Board of Trustees on January 4, 2019 (which already reflected a return to the provisions from the prior August 20, 2014 – June 30, 2017 labor contracts with the TET and NTE professors).
- **Continuing Appointment and Promotion** – return to the provisions from the prior August 20, 2014 – June 30, 2017 labor contract with the NTE professors with the exception that the continuing appointment language begins with the 8<sup>th</sup> year of employment (and no longer the 7<sup>th</sup> year) for faculty who sign an initial offer letter after April 1, 2019.
- **Cost Savings Days** -- maintain the terms and conditions of employment adopted by the Board of Trustees on January 4, 2019 with the exception that cost savings days (furloughs) are limited to a maximum of one day per semester.

- **Retirement Incentive Program** -- maintain the terms and conditions of employment adopted by the Board of Trustees on January 4, 2019;
  - add language to clarify program is through June 30, 2023.
  
- **Summer Teaching/Faculty Rights and Responsibilities** -- where the terms and conditions of employment adopted by the Board of Trustees on January 4, 2019 modified language regarding summer teaching, return to the provisions from the prior August 20, 2014 – June 30, 2017 labor contracts with the TET and NTE professors with the exception that the pay rate for summer teaching is reduced by using the 1/45<sup>th</sup> base salary calculation in the summer of '19, using the 1/45<sup>th</sup> base salary calculation in the summer of '20, using the 1/44<sup>th</sup> base salary calculation in the summer of '21, using the 1/43<sup>rd</sup> base salary calculation in the summer of '22, using the 1/42<sup>nd</sup> base salary calculation in the summer of '23.;
  - adopt the sections that were tentatively agreed upon from the most recent negotiation process that address summer teaching / faculty rights and responsibilities;
  - add language that the parties agree to meet to consider changes to summer teaching aimed at enhancing summer revenue and enrollment.
  
- **Overload and Research Stipends**
  - modify the overload and laboratory research stipend rates to reflect the base salary and merit increases by making an adjustment in year 2022/2023 of 6%.
  
- **Medical, Dental and Vision Insurance** -- maintain the terms and conditions of employment adopted by the Board of Trustees on January 4, 2019;
  - add language that clarifies the AAUP-WSU will join the University's healthcare plan in effect for other employees beginning on April 1, 2019 and the plan will remain the same through December 31, 2020;
  - add language that, during the First and Second Successor Contracts, the University will continue to provide at a minimum two medical plan offerings in order to preserve employee choice / options;
  - clarify that, before changing or modifying benefit plans, the University's obligation to meet and confer with the AAUP-WSU already set forth in Section 26.1 further includes considering input from the AAUP-WSU representative on the University's medical insurance advisory group;

- add language to clarify Section 26.4 with: “The terms of this Article 26 are subject to negotiation for the provision of medical, dental and vision insurance in effect at the expiration of the Second Successor Contract, and these terms are not a waiver or lessening of the parties’ ability to negotiate medical, dental and vision insurance at the expiration of the Second Successor Contract.”
- add language that placement in premium tier levels will be based upon the member’s nine-month salary (and not the annualized salary);
- add language that the University will provide the AAUP-WSU with an electronic copy of the monthly report(s) from the University’s benefits broker or consulting firm;
- add language that, to be effective January 1, 2020, the University through its medical insurance advisory group (upon which AAUP-WSU has a representative) will add one or more higher-end tier(s) to the current progressive premium structure;
- add language that, during the Second Successor Contract for benefit plan(s) taking effect January 1, 2021 through December 31, 2023, if the University decides to change or modify the benefit plan(s) consistent with Section 26.1, the University will not increase the employee premiums by more than 35% from their December 31, 2020 levels over the term of the Second Successor Contract and the University will not increase the employee out-of-pocket maximums by more than 35% from their December 31, 2020 levels over the term of the Second Successor Contract.

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2/10/19

- **Pay and Salary Provisions**

- **Merit Pay/Annual Evaluation** -- return to the provisions from the prior August 20, 2014 – June 30, 2017 labor contracts with the TET and NTE professors, and adjust amounts per the “compensation chart;”
- **Compensation** – adjust amounts per the “compensation chart;”
  - maintain provisions keeping a promotion pay increase for any BUFM who is promoted but paid at current amount (no increase to the amount until adjusted per the “compensation chart;”)
- **Minimum Salaries** – adjust amounts per the “compensation chart.”

<u>Academic/Fiscal Year</u>	<u>General Salary Increase</u>	<u>Minimum Salary Increase</u>	<u>Merit Pay</u>
18/19	0%	0%	0% N/A
19/20	0%	0%	0% N/A
20/21	0%	0%	0% N/A
21/22	2.5%	.5%	0% N/A
22/23	2.5%	.5%	1%

\*Note for 17/18 (0% increase in all areas as no “retroactive” payments to be made)

- **Enter into Contemporaneous Memoranda of Understanding (MOUs):**
  - AAUP-WSU members who exercised their right to strike will not receive “back pay” for the non-payment of wages for time not worked, but will have their health insurance benefits “bridged” so as to suffer no gap in health insurance benefit coverage.
  - Mutual withdrawal by parties of all pending unfair labor practice charges (ULPs) with prejudice.

Upon approval of this term sheet by the University, AAUP-WSU will immediately end the strike and send the First and Second Successor Contracts to its members for ratification, with a recommendation from the Executive Committee for approval.

**FOR THE UNIVERSITY:**

Cheryl B Schrader 2/10/19  
Date

**FOR THE AAUP-WSU:**

Martin Kich 2-10-19  
Date