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STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Fact Finding between

OAKLAND UNIVERSITY CHAPTER, AMERICAN
ASSOCIATION OF UNIVERSITY PROFESSORS

-and-

D72 G-1890

BOARD OF TRUSTEES OF OAKLAND UNIVERSITY
ROCHESTER, MICHIGAN

Alan Walt

REPORT AND BINDING RECOMMENDATIONS OF FACT FINDER

Pursuant to application for fact finding jointly executed by the Oakland University Chapter of the American Association of University Professors, hereinafter called the Association, and the Board of Trustees of Oakland University, hereinafter called the Board, dated August 10, 1972, the undersigned was appointed Fact Finding Hearing Officer by the Employment Relations Commission on August 14, 1972.

Upon notice duly given, hearings were held pursuant to Section 25, Act 176, Public Acts of 1939, as amended, and the regulations of the Commission.

Oakland University

FACT FINDING AGREEMENT

The parties have executed a Fact Finding Agreement dated September 14, 1972, the terms of which call for submission of all unresolved economic issues to fact finding, and providing, in pertinent part:

...

4. The fact-finder shall call a hearing and shall take testimony regarding all matters submitted to him for decision. The fact-finder shall render his decision in writing on each issue so presented to him and his decision on these matters shall be binding on the parties. The parties shall incorporate in the master collective bargaining agreement contract language to implement the decisions of the fact-finder. Any disputes as to the manner in which the findings of the fact-finder are to be incorporated in the master collective bargaining agreement shall be referred to the fact-finder for final binding settlement.

5. The fact-finding process to be carried on for the 1972-1973 master collective bargaining agreement shall be conducted pursuant to the practices and procedures commonly in use by fact-finders appointed by the Michigan Employment Relations Commission and as set forth in the current regulations of that agency. The fact-finder shall have the benefit of each party's full disclosure of its last offer made to the State mediator and may consider such offers in reaching his decision on any issue submitted to him for decision. The offers are detailed in Appendix B attached hereto. The issues to be presented to the fact-finder for decision are detailed in Appendix A attached hereto.

6. All decisions by the fact-finder which require adjustment of salaries or other compensation including retroactive adjustments of compensation, if any, shall be implemented as expeditiously as possible following receipt of the fact-finding decision, and shall not await completion of the master agreement.

The unresolved economic issues, as appended to the agreement for submission to binding fact finding, are:

1. Health Insurance
2. Accident Insurance
3. Research Leaves
4. Research Funds
- ✓ 5. Incorporation of Add-On into Base
- ✓ 6. Salary Increase - Lifting of Scale
- ✓ 7. Salary Plan - guarantee of one step progression of continuing 71-72 employees
- X 8. Librarian's Compensation
9. Summer School
10. Overload Courses (off-campus)
- X 11. Part time pay
12. Student-Faculty ratio *if not settled first
- X 13. Department Chairmen

SALARY

Questions pertaining to incorporation of add-on into base,

salary increase (lifting of scale), and the salary plan (guarantee of one-step progression of continuing employees) are included in this issue and will be detailed below.

The first collective bargaining agreement between the parties was achieved during the 1971-72 academic year. Negotiations leading thereto were complicated by the 90 day price-wage freeze imposed in the fall of 1971. The parties were concerned that the freeze would prevent retroactive payment of a wage increase, and also bargained with knowledge that the State legislature might refuse to fund any increase it believed excessive. Ultimately, the salary increase represented a 7.5% adjustment but in spreading that increment from November 12, 1971 to June 30, 1972, an adjustment factor of 1.0419 (4.19%) was added to newly negotiated salaries, resulting in an effective 12% increase for the 7½ month term of the agreement. In addition, all faculty members -- instructors, assistant professors, associate professors and full professors -- were placed at various levels, or steps, on a negotiated salary plan which incorporated experience or teaching "maturity", although not every member was placed at the precise step for his experience. No one, however, was placed at a lower level.

POSITION OF THE ASSOCIATION

The Association seeks a 4.5% increase to the salary base nego-

tiated for 1971-72 together with a one-step progression in salary levels for all continuing faculty. As defined by the Association, the 1971-72 base is the negotiated salary for that year including the 4.19% add-on, or the effective 12% increase realized between November 12, 1971, and June 30, 1972. It further demands that the salary levels first negotiated in 1971-72 be continued and recognized as a bargained for progression scale, that is, progression on the scale to the next level should not be considered a pay raise even though additional funding is required.

The primary thrust of the Association's argument on salary base is that faculty did receive a 12% pay raise in 1971-72 and that decreasing that base to 7.5% at this time and adding a 2.5% salary increase as proposed by the Board actually results in a decrease in pay. It contends that the Board is financially able to fund its salary demand, the principle question being one of priority, e.g., where the Board intends to spend its money. For example, present budget allocations disclose \$500,000 for payment of bonds underwriting dormitory construction. Since these bonds are revenue obligations, not pledged to the full faith and credit of either the University or the State, there is no basis for according to this item priority over the need to pay fair and adequate salaries to faculty.

The Association contends that the Board has a carry forward from the prior academic year of about \$45,000 resulting in new revenues of approximately \$1,800,000. The Board can anticipate additional monies totaling \$488,000 resulting, in part, from availability of the 3% contingency fund totaling \$214,000 and reduction in 1971-72 support levels of \$209,000. The Association's salary proposals will cost \$332,000. It argues that a review of other state-supported institutions shows approximately 55% of total general fund budgets relate directly to the teaching of credit courses whereas at Oakland, the figure is significantly smaller. Board submitted comparisons of other four year institutions located outside high cost-of-living metropolitan areas is both unfair and unrealistic.

POSITION OF THE BOARD

The Board has offered a 5.5% salary increase consisting of a 2.5% increment computed on an annualization of the 1971-72 salary and a 3% increase resulting from continuation of the rate schedule adopted under the first collective bargaining agreement, with each continuing faculty member moved up in recognition of his experience.

The Association does not dispute that the actual salary increase resulted from a formula achieved in negotiations which allowed a 7.5% annual increment to be paid. In order to accomplish this and

spread the pay raise over $4\frac{1}{2}$ months of the academic year already completed, the 4.19% factor was utilized. At the termination of the contract year, however, salaries, paid 1/12 each month, reverted to the contractual base level without application of the adjustment factor. Furthermore, by specific Letter of Agreement, the parties stated the 71-72 salary structure "in no way implies any subsequent longevity increase, merit increase, or any other automatic increase in compensation ..." after termination of that agreement on June 30, 1972, and also that "These subjects are expressly left open for subsequent negotiation. Compensation levels determined by said schedule shall be paid to and remain in effect for faculty members during the duration of this Agreement."

The step system, or salary levels, negotiated under the first labor agreement in no way implies recognition of automatic progressions for faculty and that point was specifically excluded from the contract. In agreeing to move up faculty one step in this contract, the Board is placing new monies into the salary package.

As a result of this wage offer and other mandatory expenses, the Board is faced with a budget deficit of \$234,000; other high priority requests could increase this figure to more than \$871,000. The Board disagrees with the Association's estimates of new revenue for the current year, its own computation showing approximately \$1,079,000, and it also disagrees with the Association's estimate

of tuition revenues. As to dormitory support, the Board sustained losses of \$177,000 during the 1971-72 year, primarily due to partial occupancy. Of \$500,000 budgeted to underwrite the residence halls, \$200,000 represents Student Life scholarships granted to encourage students to live in dormitories. It is most important to recognize the Board cannot default on these obligations.

FINDINGS OF FACT

It is an inescapable conclusion that the salary adjustment reached for 1971-72 was based on a 7.5% annualized increment, paid by means of an adjustment factor at 12% from mid-November to the end of June in order to insure compliance with the existing wage-price freeze. Without question, a reduction in actual pay check income is realized when the 4.19% factor is eliminated and only the base pay received. That argument alone, however, is insufficient to justify adoption of a 12% base over the 1970-71 salaries for the last academic year. Had retroactivity been no problem in November of 1971, the contract would not have included the adjustment factor and a substantial amount of money would have been received at that time, representing 7.5% of the base salary for 4½ months. Had such retroactive payment been possible, I do not believe the Association would then argue that a new "base" had been established by receipt of those monies.

From a review of the record and the arguments of the parties, it is patent that the levels of the salary schedule, as negotiated in 1971-72, represent a "spread" calculated by the Association and agreed to by the Board to accord to faculty equity based in major part on teaching experience. Had the Association's computation of salary levels not been accepted, it is doubtful that the salary dispute could have been resolved as set forth in the contract.

The parties disagree in certain fiscal and budgetary areas, and it is indeed difficult to find "fact" here when the Board acknowledges it will revise its budget, and the programs and priorities set forth therein, in light of salary recommendations made by the Fact Finder. While recognizing the necessity for that flexibility, I believe the primary question is salary equity and as such, the Association's argument that the real issue is one of priority is, in part, true. For example, the Board's determination not to default in the payment of its dormitory obligations to bond holders is indeed understandable and there is no challenge to the \$300,000 appropriation for that purpose nor of the \$200,000 scholarship fund. However, if the sole choice is payment of fair and adequate salaries as opposed to the underwriting of revenue bonds, then the answer is an obvious one; faculty must be adequately paid to insure the continued academic excellence of the institution. Obviously, so simplistic a choice is impossible.

An appropriation cut of 2%, or \$186,000, was sustained last year by virtue of State action in reducing appropriations. While both parties agree there will be approximately 7,300 full-year equated students (FYES), they disagree on tuition income, with the Association contending it should be \$490 per FYES, as was projected during 1971-72, while the Board argues a more realistic figure is \$480. Clearly, the number of FYES for the last academic year was about 100 less than had been projected, resulting in Oakland being "docked" by the Legislature for funding purposes.

While each party has selected comparative data favorable to its respective demand or offer, the record does compel a conclusion that in other areas both administration and faculty have repeatedly characterized program content, instructional ability, and educational and physical facilities at Oakland as comparable to those existing in outstanding four-year institutions in this state and nationally. On the other hand, while comparative data concerning the percentage of budget attributable to faculty may be one helpful tool in analyzing salary equity, adoption of a fixed percentage of budget for this purpose is not recommended since it can penalize the institution as a whole in achieving its educational goals and can also work to the disadvantage of employees other than those in this bargaining unit.

My overview of this institution's fiscal condition convinces me that even with establishment of the 4 programs which were specially funded this year, salary adjustments in accordance with these findings can and should be made.

RECOMMENDATION

That the members of this bargaining unit be granted a 5.5% salary increase for the 1972-1973 academic year -- the commencement and termination dates of which should not be modified -- with said increase to be computed on the 7.5% annualized salary base for the preceding year without inclusion of the 1.0419 salary adjustment factor.

That in addition thereto, all continuing members of the bargaining unit shall be automatically moved up one step, or level, on the salary scale first adopted in the 1971-72 collective bargaining agreement.

While it is accepted that no agreement was reached in the last contract to recognize increased experience or teaching maturity in the salary plan, it is my recommendation that in continuing level or step increments under this contract and automatically progressing faculty members thereon, such recognition be incorporated into the labor agreement at this time.

The cost of continuing annual step increments is not included in the 5.5% salary adjustments heretofore recommended.

SPRING AND SUMMER RATE OF PAY

At present, faculty members who teach the spring or summer

terms receive a sum equal to 18% of salary per term. The Board proposes that faculty who teach during either the spring or summer term be compensated at the rate of 15% of their salary.

POSITION OF THE BOARD

The Board is convinced that the 18% rate of salary which has been paid in the past for spring and summer term teaching is too high, placing it in a non-competitive position with other institutions. On a per course basis, it is the highest rate in the state, being 29% above the next highest institution. The resulting savings could be used to finance additional economic benefits to the members of this unit.

POSITION OF THE ASSOCIATION

Oakland's spring and summer programs are well attended and a major revenue source for the institution -- the FYES ratio is about twice as high during these terms. On the other hand, even at 18%, the rate of pay for faculty is lower than for a comparable course taught during the regular academic year. In decreasing the rate of pay, the economic benefit to the Board is dramatically increased and becomes a negative incentive for further expansion of such courses. The Board should not be encouraged to change the mix of

spring and summer teaching in relation to fall and winter programs.

FINDINGS OF FACT

At Oakland, courses taught during the spring and summer sessions are full 4 credit subjects; in reviewing comparatives, it is not clear if such is the case in other institutions. However, 4 credit summer courses are offered at the University of Michigan and based upon a 3% rate of pay extended for a full teaching load, the 18% rate paid by the Board compares favorably.

RECOMMENDATION

That the provisions of paragraph (i) of Appendix B of the 1971-72 collective bargaining agreement pertaining to spring and summer rates of pay be continued.

SALARY FOR OFF-CAMPUS TEACHING

POSITION OF THE BOARD

The Board seeks inclusion of contract language providing that whenever possible, off-campus credit courses will be taught by regular faculty and normally will be considered above load. If above load, the compensation will be at the rate of \$1,400 per 4 credit course.

Off-campus courses do not count in the FYES ratio and these programs must, therefore, be self-supporting. Accordingly, off-campus courses could not be offered if the Board is compelled to pay additional compensation at the rate of 18% of base salary for each credit course. Furthermore, when it is realized that faculty members have few of the research, advising, or other academic functions normally performed on campus, the hourly rate for this teaching ranges from \$10 to \$15 depending on the number of contact hours.

Off-campus teaching assignments are voluntary. Because they must be self-supporting, this aspect of the University's mission will be seriously hampered if the existing pay level therefor must be continued at 18%.

POSITION OF THE ASSOCIATION

The Association agrees that off-campus credit courses should be taught by bargaining unit members whenever possible but argues that they should be considered part of the normal work load. However, if above load, off-campus courses should be taught for additional compensation of 18% of base salary per 4 credit hour course, or according to a proposed pay schedule if taught by part-time instructors.

The Association does not disagree that some off-campus overload teaching may be necessary, or even desirable. It submits that this area should be limited because of potential negative effects to the University. Part-time employees have primary commitment to other professions and faculty members are deprived of other necessary non-teaching aspects of university life. While the Association is willing to waive normal fringe benefits for off-campus teaching, it does not believe that persons teaching such courses should subsidize the Board by receiving less in salary merely because the Board's income for such courses is significantly less. The Board's demand will result in a further shifting of emphasis from a center campus, which the Association believes to be harmful in the long run.

The sum of \$1,400 per course represents about 10% of the regular rate as opposed to 18% for spring and summer terms. There is also the expectation that average class size will be much higher for these courses. Growth of overload at "cut rates" represents a direct threat to the maintenance of the bargaining unit; the effect is to make teaching done on a part-time and overload basis more attractive, thus reducing the relative importance of full-time faculty.

FINDINGS OF FACT

A review of comparisons discloses the following above-load pay

schedules per 4 credit hour course at various Michigan institutions:

Michigan State

Professor	\$1,732
Associate Professor	\$1,320
Assistant Professor	\$1,116
Instructor	\$ 940

Central Michigan	\$1,100
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Eastern Michigan	\$1,200
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Wayne State University

Professor	\$1,040
Associate Professor	\$ 960
Assistant Professor	\$ 870
Instructor	\$ 740

Recognizing that off-campus above load courses are self-supporting and do not receive state funding, the following recommendation is submitted:

RECOMMENDATION

That off-campus credit courses be taught by bargaining unit members whenever possible. If such instruction is above the normal work load and for additional compensation, compensation will be at the rate of \$1,400 per 4 credit course.

STUDENT-FACULTY RATIO

In 1971-72, the Board agreed to maintain a student-faculty ratio at the level established by the Bureau of the Budget (BOB),

and a ratio of 21.4 full-year equated students (FYES) for each full-time equivalent faculty (FTE) position was fixed.

The parties now are in disagreement as to certain categories of faculty to be included in FTE and, of greater significance as developed during the hearings, the real purpose of the student-faculty ratio.

POSITION OF THE ASSOCIATION

The Association seeks to re-define the ratio by including faculty whose programs are funded by federal or other special funding and to adjust the numerical statement proportionately. Now, faculty supported by grant monies are not included in the ratio even though their work in no way differs from that of other faculty "supported" by tuition and state funding. By excluding grant supported faculty from the ratio, the Board would shift responsibility for funding those programs to the faculty directly affected rather than spread any reductions caused by the loss of such monies across the institution as a whole. No teacher has been hired because of his ability to fund his course load and a ratio that places the funding impact upon particular faculty is discriminatory and unwise.

In fact, the ratio is a measure of work load and not merely a funding devise, and it remains the highest in the state at this institution. Nevertheless, the Board desires to increase it, arguing

that legislative requirements of "productivity" will not permit any reduction since it would then be impossible to achieve the called-for productivity. The fallacy of this argument is that standards of legislative productivity differ and in no way relate to the ratio; in fact, the BOB no longer measures productivity by means of the student-faculty ratio. The Association does not and cannot bargain with the Legislature. And even though the student-faculty ratio -- applied in accordance with State standards -- was met in 1971-72, the Legislature nevertheless penalized Oakland for under-productivity based upon other criteria.

POSITION OF THE BOARD

The student-faculty ratio set forth in the Letter of Agreement to the 1971-72 contract was derived from an appropriation recommendation originating in the BOB. It was, and is, a funding mechanism only and has never been portrayed as a measure of work load. The inclusion of only such faculty as paid from general funds in the FTE count was one of the criterion set by the BOB. Notwithstanding that the contractual -- and BOB recommended -- ratio was achieved last year, the Legislature still penalized Oakland for under-productivity, cutting its appropriation by \$77,700, or a reduction of \$10.94 per FYES.

BOB has now dropped all reference to a student-faculty ratio and neither the 1971-72 or the 1972-73 appropriation bills make mention of it. Faculty productivity now is specified in other ways and the only statutory standard which can be translated to an equivalent of the ratio is the number of student credit hours delivered. To meet current criteria, a student-faculty ratio of 24.04 would be required. The Association's proposal results in an increase in the FTE count, which could prevent the Board from complying with Legislative mandates on work load and from operating within the funding provided for teaching positions.

The Board cannot guarantee continuation of grant-funded programs. As special funding terminates, faculty working thereunder would have to be supported from general funds if the ratio is to be maintained. Since the Board has no control over these variables and cannot be expected to maintain a significantly lower ratio than its funding permits, a reduction in the student-faculty ratio cannot be accepted.

Based upon actual changes incorporated during administration of the 1971-72 contract relating to inclusion of deans and graduate assistants in the FTE count, that figure was reduced by 11.7, resulting in an effective increase of the student-faculty ratio to 22.1. It is this latter figure that should now be

included in the collective bargaining agreement.

FINDINGS OF FACT

Any increase or decrease in the student-faculty ratio -- within the range discussed by the parties -- is not a cost item and will not require hiring or releasing faculty. Although the Association contends that no teacher should be required to fund his own program, and, for that reason, faculty supported through federal or special grants should be included in the FTE, I cannot ignore the fact that such funding may change from time to time or that particular sources may not be available in the future. The Board must have the flexibility to meet this situation, and members of this bargaining unit realistically cannot expect to avoid the impact that such funding changes may have on the particular programs affected thereby. While the Board may "feel" the effect of funding losses across the institution, it must be free to react to changes or modifications required in specific programs.

On the other hand, the Association argues that the student-faculty ratio amounts to a "general constraint on work load" and that it is not merely a funding device as argued by the Board. I find merit in its argument that since the BOB and the Legislature have abandoned the application of the student-faculty ratio as

utilized in prior years for other standards of productivity, the parties should not continue to equate the student-faculty ratio with the earlier criteria. A major problem seems to be that the parties are applying the ratio to achieve other particular goals important, or even essential, to each which are not necessarily within the conceptual pale of the student-faculty ratio. It is essential in future negotiations, I believe, that the parties recognize this fact and either agree to use the student-faculty ratio for funding purposes or arrive at new contractual concepts for that purpose.

RECOMMENDATIONS

In accordance with the foregoing findings, I offer the following recommendations:

1. That the student-faculty ratio be computed by including faculty whose programs are supported by federal or other grant monies since teachers directly involved therein have identical functions, duties, and responsibilities as do other faculty. See Article VII, Professional Responsibilities, of the 1971-72 labor agreement.
2. That changes in the student-faculty ratio may be made for any term in which federal or special funding for particular programs is not available. Under such circumstances, faculty previously supported by those grants should not be included in the FTE count.
3. That faculty on research leaves whose duties are assumed by others during the absence should not be counted in the student-faculty ratio.

4. That the parties forthwith establish a joint committee to review the concept of the student-faculty ratio as it bears on funding and productivity.

Conceivably, the committee could recommend total elimination of the student-faculty ratio if another concept can be found which will not blur the lines between funding and work load. In any event, the parties must achieve agreement -- on their own -- as to the need for and purpose of a student-faculty ratio in their collective bargaining relationship and cannot rely on an impartial third party for this purpose. It is one thing to recommend a particular ratio and quite another to instruct the parties that the intent of the ratio is other than that which each ascribes to it. I consider future agreement by the parties themselves as both essential and basic to a continued "healthy" labor relationship; an imposed solution away from the bargaining table should not be sought in this area.

RESEARCH FUNDS AND RESEARCH GRANTS

Under the 1971-72 contract, two types of research leaves were recognized: a full year leave or a half year leave, both with full pay. By Letter of Agreement, Oakland funded research in the amount of \$22,500 during that academic year (over and above any funds specifically allocated to research leaves, etc.; see Letter of Agreement 2).

POSITION OF THE ASSOCIATION

It is the Association's demand that the type of leaves be modified to the "equivalent of at least two full-year leaves, the total funds for which may not be less than \$40,000", plus two leaves at 25% pay available for use with half-sabbatical leaves. In addition, it seeks an increase to \$45,000 in available monies for research over and above funds allocated to specific research leaves.

The Association argues that its request for an increase in research funds may not be a cost item since such activities are usually generative of grant funding. In the area of additional research leaves, there are no monetary consequences to this demand since existing positions are normally filled by other faculty.

POSITION OF THE BOARD

On both questions, Oakland submits the following statement:

"OAKLAND UNIVERSITY AGREES TO THE GENERAL TERMS OF THE AAUP PROPOSAL CONCERNING RESEARCH LEAVES [FUNDS] PROVIDED THAT THE COST OF SUCH PROGRAM IS ABSORBED WITHIN THE COMPENSATION OFFER STATED ..."

FINDINGS

In reviewing comparative data relating to research leaves and funding at other Class IIA institutions in Michigan, I cannot recommend any modification.

RECOMMENDATION

That no change from the 1971-72 contract and Letter of Understanding be made in the areas of research leaves or research funding.

PAY RATE FOR PART-TIME FACULTY

Part-time faculty was specifically excluded from the method of salary computation provided in Appendix B of the 1971-72 Agreement. While no pay schedule exists, the contract did provide that part-time faculty receive "each month beginning November 15, 1971 as base compensation an amount equal to $1/12$ of 1.07 times their corresponding 1970-71 salary."

POSITION OF THE ASSOCIATION

The Association contends this agreement should include a pay schedule providing a conversion from full-time salary to part-time pay, with part-time faculty placed on a level in the pay scale and paid on a per course basis of at least $1/6$ of the institution's minimum for their level multiplied by the department-school factor, or 1.06 times their corresponding rate of pay in 1971-72, whichever is higher. Under this scale, neither merit nor service considerations will pertain.

POSITION OF THE BOARD

Unlike regular faculty who are expected to teach, do research, and participate in advising, orientation, registration, committee work, etc., part-time faculty are expected only to teach and should not, therefore, be paid at the same rate as regular faculty. The Board has offered a salary increase of 5.5%, "which is identical to the salary increase offered to other members of this unit."

FINDINGS AND RECOMMENDATIONS

The offer of a 5.5% pay increase for part-time faculty members is determined to be a fair and adequate pay increment. It is recommended that no other pay mechanism for part-time faculty be adopted.

COMPENSATION OF LIBRARIANS

POSITION OF THE ASSOCIATION

The Association contends that librarians who received faculty status in 1971 should be paid on a basis equal to that of other faculty. At present, librarians are paid for 10 months although they occupy a full year appointment. A contractual provision that all faculty members who work on a 12 month schedule shall be compensated at 125% of the base salary would remedy the discriminatory treatment now accorded librarians.

POSITION OF THE BOARD

The Board argues its librarians are paid at rates comparable to those in effect at other institutions and offers data to support that contention. In addition, the question of discrimination in the pay rate for librarians is presently pending before the Michigan Civil Rights Commission, with possible judicial review and, accordingly, the Board does not desire to make any offer until final determination is made of that complaint.

FINDINGS AND RECOMMENDATION

In its written presentation, the Association argues that since the professional criteria for appointment and promotion of academic librarians are comparable to that of other faculty and their duties include instruction and research, it is manifestly unjust that they receive only 10 months pay for a 12 month appointment. While I do not reject that argument, I believe it would be advisable to allow administrative or judicial review of the pending complaint before the Civil Rights Commission and will make no recommendation in regard to the Association's demand.

COMPENSATION FOR DEPARTMENTAL CHAIRMEN

FINDINGS OF FACT

The parties agree that a special pay of \$1,200 will be granted for chairmen of departments with 10 or fewer full-time members, with an additional \$50 for each faculty member in a department in excess of 10, to a maximum of \$800.

The only disagreement is found in the Board's position that the cost of this provision be absorbed in its overall compensation offer.

Because supplemental compensation to departmental chairmen is granted in recognition of the administrative duties beyond the responsibilities of other faculty, I offer the following recommendation.

RECOMMENDATION

That the previously agreed upon compensation package, for departmental chairmen (and others similarly situated) be granted in addition to the recommendations previously made pertaining to salaries.

HOSPITALIZATION INSURANCE AND ACCIDENT INSURANCE PROGRAMS

I

FULL FAMILY HEALTH INSURANCE

Under the 1971-72 contract, the Board paid the single subscriber rate of the hospital-medical insurance plan underwritten by American Community Mutual Insurance Company. If additional

coverage was desired, faculty paid the following premiums: two-party coverage -- an additional \$4.15 per month; full-family coverage -- an additional \$8.28 per month.

The Association contends that the coverage provided by American Community Mutual is less than previously granted by Blue Cross-Blue Shield while additional paper work is now required since the present insurer places this burden on the policyholder.

The Board does not object in principle to the Association's demand but submits the cost of the increased coverage must be found in its total compensation offer.

FINDINGS OF FACT

In reviewing comparative data concerning hospitalization insurance at other universities in the State, it is my belief that some enrichment is justified in this area, even though cost consequences will be over and above the Board's salary offer.

RECOMMENDATION

That the Board continue to pay a single subscriber rate for individual faculty members but that it also contribute 50% of the premium for two-party or full-family coverage, depending upon entitlement.

II

ACCIDENT INSURANCE

The Association seeks accident insurance coverage in the amount of \$50,000 for all full-time faculty members with the Board providing optional plans for additional accident insurance to be paid by faculty. At present, this insurance covers only those injuries incurred while on "official University business", and the Association seeks coverage that is all-inclusive.

On this issue, the Board also indicates no opposition except that the cost thereof must be funded from its initial salary offer.

FINDINGS AND RECOMMENDATIONS

Because of other recommendations on economics heretofore set forth, it is my recommendation that the only change in the accident insurance program be extension of that coverage for all risks included by the insurer, whether or not the faculty member is on university business.



Alan Walt
Fact Finding Hearings Officer

DATED: November 6, 1972