



SPECIAL EDITION

MERC Fact-finder
Presents Ten Recommendations

NOVEMBER 21, 1972

Oakland University and the OU Chapter of the American Association of University Professors received on Nov. 6 a set of ten recommendations from Alan Walt, a fact-finder for the Michigan Employment Relations Commission.

Walt's award, which is binding on the parties, included an across the board five and one-half percent pay increase for all faculty. Implementation of a number of the other recommendations will be the subject of further meetings between the negotiating parties.

Walt had been deliberating since Sept. 19 on unsettled economic issues in a proposed 1972-73 contract between the University and the AAUP.

It was on Aug. 22 that the AAUP membership agreed to enter into an unusual three-year no-strike, no-lockout agreement with the University and to agree to the fact-finding procedures listed below:

1) "For 1972-73, binding fact-finding for outstanding contract issues for the academic year; 2) for 1973-74, a "final selection" binding settlement for all economic issues plus one additional issue chosen by each party; 3) for 1974-75, "final selection" contract settlement on all unresolved items, economic and otherwise; 4) and the three-year no-strike, no-lockout clause, effective through the 1974-75 academic year."

The regular fact-finding employed for the 1972-73 contract allowed Walt to find a compromise position between the University and AAUP final offers. For the next two years, in "final selection" fact-finding, the University and the AAUP will make their final best offers and a fact-finder will take one position or the other.

The University and the AAUP began contract talks on May 10. A mediator from the MERC entered the negotiations July 26 and fact-

finding was first requested by the University and the AAUP's bargaining unit on Aug. 10. The presentations were made to the fact-finder by both parties on Sept. 14 and again on Sept. 19.

The ten recommendations, several of them multi-part ones, incorporate the 13 issues considered by the fact-finder. They are presented below, in direct quotes.

RECOMMENDATION
(1)

"That the members of this bargaining unit be granted a 5.5 percent 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 percent 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."

RECOMMENDATION
(2)

"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."

RECOMMENDATION
(3)

"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."

RECOMMENDATIONS
(4)

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

a. 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.

b. 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.

c. That faculty on research leaves whose duties are assumed by others during the absence should not be counted in the student-faculty ratio.

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

RECOMMENDATION
(5)

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

FINDINGS AND RECOMMENDATIONS
(6)

"The offer of a 5.5 percent 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."

FINDINGS AND RECOMMENDATION
(7)

"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 admissible 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."

RECOMMENDATION
(8)

"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."

RECOMMENDATION
(9)

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

FINDINGS AND RECOMMENDATIONS
(10)

"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."