

Subject: [Fact-Finder's Report](#)

Dear CBU members,

The seven day waiting period has elapsed and I can now share with you a summary of Mr. Bixenstine's fact-finder report. (The full report is attached.) According to our contract, the fact-finder's report is not binding. However, the report contains the recommendation of a neutral third party, who heard and considered all the evidence presented by both sides at the fact-finding hearing.

Mr. Bixenstine is proposing that the terms of the agreement cover four academic years: AYs 18/19, 19/20, 20/21, and 21/22. In all likelihood AY 18/19 will have to be covered in a side-agreement with the new contract covering academic years 19/20, 20/21, and 21/22.

Medical Benefits (Article XIII):

In his analysis of the parties' respective positions on medical benefits, Mr. Bixenstine wrote:

"There appears to be no question but that the Faculty, under the healthcare terms of the 2015 Agreement, enjoyed special savings in healthcare costs as compared to other University employees. It is also beyond dispute that the Administration's healthcare proposal would reduce the compensation of faculty net of healthcare costs, because healthcare coverage would be more costly to the Faculty, in aggregate, than under the terms of the 2015 Agreement." (Fact-Finder Report, p. 28)

His proposal agrees with the University's position that, effective January 1, 2020, the 90/70 and 80/60 PPO plans be eliminated and replaced with an 85/60 PPO plan having annual out of pocket maximums of \$1,200 for single coverage, \$2,400 for family coverage and with a contribution toward the premium for the median salaried University Employee of 18.5%.

This represents a significant healthcare give-back. (On our current 90/70 PPO plan, the annual out of pocket maximum is only \$750 for single coverage and \$1,500 for family coverage and the median salaried University employee contributes only 17% toward the premium.) However, to offset the cost of this healthcare give-back to Faculty, Mr. Bixenstine has built in an additional 0.5% into his proposed standard increment for AY 19/20. Although the changes in healthcare coverage will have a differential impact on Faculty depending on their specific healthcare usage, it is clear that Mr. Bixenstine attempted to make this transition revenue neutral for the Faculty as a whole.

It is worth noting that the 85/60 PPO plan, unlike our current PPO plans, would not be grandfathered under the ACA. As a result, there would be no co-pay for wellness visits and there would be a wider range of contraceptive coverage available at no cost. It is also worth noting that the 85/60 PPO plan being recommended by Mr. Bixenstine represents a modest improvement over the plan imposed on non-unionized employees in 2018 (that plan had annual out of pocket maximums of \$1,500 for single coverage and \$3,000 for family coverage).

Salary (Article XII):

In his report, Mr. Bixenstine writes:

"The data presented by the parties do not support either a significant increase or a significant decrease in the aggregate level of compensation increments in the parties' new contract,

relative to those reflected in the 2015 Agreement. Though the University faces continuing headwinds in enrollment, tuition levels, and healthcare costs, it is financially healthy, and its overall financial health is stable.”(Fact Finder Report, p. 29).

His proposal for Standard Increment (across the board raises) and for Merit Award Pool in each academic year is as follows:

	AY 18/19	AY 19/20	AY 20/21	AY 21/22
Standard Increment	2.0%	2.5%	2.0%	2.0%
Merit Awards Pool				2.0%

The standard Increment for AY 18/19 will be retroactive to the start of the academic year and will likely be covered in a side-agreement. Mr. Bixenstine’s proposal for AYs 19/20-21/22 is, with the exception of the additional 0.5% in AY 19/20 to offset the reduction in healthcare benefits, identical to the academic year Standard Increments and Merit Aware Pool under the 2015 CBA.

The total salary package (standard increment and merit pool) for the three years including AYs 19/20-21/22 in the recommendation is 8.5%. At no point during negotiations did the administration offer a total salary package of more than 6% over three years. We believe that the salary package recommended by Mr. Bixenstine is significantly better than anything that the administration had proposed at the table.

Mr. Bixenstine recommends that there be a pool of \$210,000 for President’s Faculty Excellence Awards to be distributed over AYs 19/20-21/22. (Under the 2015 CBA, there was a \$400,000 pool for this purpose.)

He also proposes an increase in the promotion increment for promotion to Associate Professor (but not to Full Professor) of \$1,000. The promotion increments under this recommendation would be as follows:

Full Professor	\$9,000
Associate Professor	\$7,000.

Mr. Bixenstine has not included any increase in the salary minima (floors) for each rank relative to the 2015 CBA.

Next Steps in the Process:

AAUP-KSU’s Executive Committee and Council have voted unanimously to accept the fact-finder’s proposal. We have also been informed that the University intends to recommend that the Board of Trustees accept the proposal. The parties will now work together to reach a tentative agreement on specific language for Articles XII and XIII to reflect the recommendations of the fact-finder as well as on the remaining Article XIV.

Once a tentative agreement is reached, AAUP-KSU will conduct an email vote of our dues paying members on whether to accept or reject the fact-finder’s report and ratify the new contract. The vote will likely take place in the next week or two. Additional information concerning the vote will be forthcoming. **It is important that every member cast a vote.** The results will be certified, notarized and submitted to both the administration and the State Employment Relations Board.

Should either AAUP-KSU members or the Board of Trustees vote to reject the fact-finder's report, AAUP-KSU will likely notify the State Employee Relations Board (SERB) of our intent to strike starting the first or second week of the Fall semester. Keep in mind that there is no guarantee that a strike would result in a better salary and benefits package.

To ensure that you don't miss your opportunity to vote on this very important issue, dues paying members are advised to check their email frequently for news of the vote, and non-dues paying members of the bargaining unit are advised to [become members](#). If you have any questions, don't hesitate to contact me (dsmith@aaupksu.org) or the AAUP-KSU office (office@aaupksu.org).

Best,
Deb

Deborah C. Smith
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