

BOARD OF CONTROL
SAGINAW VALLEY STATE COLLEGE

SPECIAL MEETING
Pioneer Room--Pioneer Hall of Engineering and Technology
August 24, 1978

Present: Arbury
Curtiss
Darin
Gilmore
Saltzman
Suchara
Zahnow

Others

Present: Colvin
Donovan
Elashhab
Ferris
Fitzpatrick
Rummel
Ryder
Woodcock
Yien
Press (2)

Absent: Kendall, excused

I. CALL TO ORDER

Chairman Curtiss called the meeting to order at 4:10 p.m., noted a quorum of the Board was present, that Mrs. Darin and Mrs. Saltzman were expected momentarily, and Mr. Kendall a half-hour later.

II. CONSIDER RATIFICATION OF THE FACULTY CONTRACT

Mr. Curtiss stated that proper notice of this meeting was distributed by mail along with a copy of the Agenda...he believed this item specifically was the only one to come before the Board at this Special Meeting. He asked Dr. Ryder if he would like to speak to the subject.

Dr. Ryder indicated he did and reiterated that this Special Meeting had been called to consider ratification of a faculty contract with the SVSC Faculty Association. He pointed out that Larry Fitzpatrick, Director of Personnel and Contract Administrator, has been the chairman of the Administrative negotiating team, and Dr. Janet Robinson, Associate Professor of Psychology and President of the SVSCFA, has been the chairman of the Faculty Association team. He noted that Mr. Fitzpatrick was present today but that Dr. Robinson was absent. At this point, he recognized Dr. Gamal Elashhab, who stated he was attending for Dr. Robinson and the faculty.

Dr. Ryder stressed that the teams had been working for over four months and spent some 200 hours in deliberation over the contract to which there had been a number of modifications. He pointed out that all Board members had received materials associated with those modifications...also, special sessions of the Board of Control had been held where administration briefed and brought members of the Board up-to-date.

The new contract, Dr. Ryder said, is for three years...a "first" in the history of Saginaw Valley State College. Until a year and a half ago, there had been only one-year contracts, and then, the last contract, in effect, was for eighteen months. The SVSC Faculty Association ratified the new contract yesterday, Dr. Ryder concluded, and if it is also ratified by the Board of Control, it will be retroactive to July 1, 1978.

The attitude on the part of Administrative and Faculty Association teams, Dr. Ryder noted, has been one of responsibility...each side searching for ways and means to improve upon the working relationships of the administration and the faculty in order to be more effective in its central purpose, which is

instruction of the students. He indicated he thought many things had been achieved this time that will be beneficial to the student body, faculty and administration in terms of effectiveness. This is not to say, Dr. Ryder stressed, that everything is as the administration would like to have it... the same thing would probably be true on the faculty's side...but there was a very good spirit of cooperative effort, and while there were disagreements, as might be expected, he thought negotiations had been on a very professional level...from his point of view, he appreciated that.

Over the span of the three-year agreement, Dr. Ryder pointed out, faculty members will have salary increases of \$1,000 the first year...\$1,150 the second year...\$1,450 the third year, with the total cost of the settlement, including fringe benefits for the first year being \$108,500. It is very difficult to pin down the cost for the other years because it isn't known exactly how many people are going to be here...how many new appointments and so on. All these factors will influence the cost.

In addition, the College will contribute up to \$100 per family unit per month for the cost of health insurance coverage in the first year, \$110 in the second year, and \$120 in the third year...so there is a slight modification in the area of health insurance.

Important too, Dr. Ryder noted, is that a study committee will be taking a look at supplemental life insurance coverage during the second year of the contract and investigate ways of expanding the coverage...also it will be investigating a voluntary dental insurance plan paid for by the individual faculty members, assuming this would be a feasible possibility...so the faculty and administration will be looking into these matters cooperatively.

The new contract, Dr. Ryder advised, also includes a "financial responsibility" clause whereby all faculty members will be required to pay the equivalent of dues charged by the SVSC Faculty Association whether they join the group or not. It is not required that they join the group, however those not electing to participate in the Faculty Association would have their contributions go into the General Fund of the College.

In an attempt to keep grievances inside the institution before having to go outside, Dr. Ryder noted, grievance procedures have been established so that appropriate reviews of grievances, as they occur, may be resolved internally. This is very positive, Dr. Ryder said, and will not only save money for the College but for the Association as well.

Dr. Ryder added that most of the modifications of the contract had been reviewed with the Board members prior to today's meeting...many of which have contributed to what he thought would be the best effort yet, in terms of administration/faculty cooperative effort that will permit the appropriate inputs of both into the decision-making process...a factor extremely important in the development of this institution. The three-year contract now before the Board is one which both the administration and the faculty feel is workable...that will benefit the institution in the years ahead...and ultimately prove of benefit to the student body and the program development of SVSC, Dr. Ryder concluded, and indicated he was prepared to recommend that it be supported by the Board.

BM-515 Mr. Zahnow moved that the Board of Control adopt the three-year agreement from 1978-79 through 1980-81 with the Saginaw Valley State College Faculty Association which the faculty ratified on August 23, 1978.
Dr. Suchara supported.

For clarification, Mr. Zahnow pointed out that the 1978-79, 1979-80 and 1980-81 were school years. Dr. Ryder concurred that they were SVSC's fiscal years.

Chairman Curtiss asked if there were any discussion or questions. Mr. Donovan noted that Dr. Ryder had pointed out the contract was to the benefit of the student body and asked if he could have a copy of the contract.

Mr. Curtiss indicated he saw no reason for him not to have one...what they were reviewing today was not the complete contract. Dr. Ryder added that Mr. Donovan should have a copy and when the complete contract is printed it will be made available to the world.

Dr. Gilmore stated he had a couple of questions. He referred first to ARTICLE A SECTION 15, 15.11--last sentence "Any legal defense that is required against such claims, demands and liabilities shall be controlled by the Association." He indicated he did not understand the use of the word "controlled" as it refers to legal defense.

Mr. Fitzpatrick responded that this was a standard "hold harmless" clause which was reviewed with SVSC's counsel, Mr. Weldy, and approved by him. It means that the College has no liability for any legal claim brought by an individual member to be brought against the Association. The Association, in this agreement, is holding the College harmless from any legal claims. It also means that the Association would be required to pay to secure any legal defense, and thus it would have to be controlled by the Association...the College is held completely harmless from any legal claims.

Dr. Gilmore then referred to ARTICLE D SECTION 36, the second paragraph under ITEM B. regarding reimbursement to faculty teaching classes off campus. He

questioned the \$3.50 a mile for "something" which seemed pretty high for "whatever." Mr. Fitzpatrick explained that this is a one-time per semester payment for travel for the entire course...it does appear very high, however SVSC's past practice has been to pay 15¢ per mile for each trip over a fifteen-week period. This, he said, actually figures out to be slightly higher for the shorter trips...those between 50 and 75 miles...and it is almost an identical cost for the longer trips that SVSC has been paying for in the past.

Mr. Curtiss questioned if SVSC were going to pay 15¢ per mile in addition to the \$3.50. Mr. Fitzpatrick stated the \$3.50 was a one-time compensation per mile per term...an additional 15¢ per mile would not be paid. He explained that this is what was known as the energy fee of the original contract. There was an additional \$75 per credit hour in addition to the 15¢ per mile. SVSC is paying mileage, as it did in the past, but the energy increment was paid in the same manner as mileage before, which caused confusion when reading the contract.

Dr. Gilmore noted that a state car must be used if one is available and questioned if there were mileage for using a state car. Mr. Fitzpatrick advised there was no mileage paid for using a state car, but in lieu of using a state car mileage was paid.

No other questions were raised and Chairman Curtiss called for a vote.

Ayes: Arbury, Curtiss, Darin, Gilmore, Saltzman, Suchara, Zahnow
Absent: Kendall

Motion unanimously carried and contract ratified.

Chairman Curtiss stated he didn't believe any other business could come before this meeting and asked if there were any announcements.

Dr. Ryder advised he wanted to talk with Mrs. Darin and Mrs. Saltzman about

August 24, 1978

1978-147

meeting with Dr. Barry Munitz when he visits the SVSC campus on September 6 and 7...he would like to arrange an interview time with them before they left.

Mrs. Saltzman raised the question of whether the Board could discuss at this meeting or in an Executive session of the meeting a suit which, according to the public press, had been filed against the institution.

After considerable discussion, it was concluded that under the "Open Meetings Act" the Board could only discuss such a matter privately under Sec. 8 which provides that a closed session can be held by the Board to consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only when an open meeting would have a detrimental financial effect on the litigating or settlement position of the public body.

Mrs. Saltzman expressed the view that this was a serious weakness in the "Open Meetings Act" and that it should be changed. Chairman Curtiss agreed. Mrs. Saltzman suggested that President Ryder contact SVSC's legislators and express the Board's dissatisfaction with this provision in the Act.

III. ADJOURNMENT

There being no further business to transact, upon motion of Dr. Gilmore, the meeting adjourned at 4:35 p.m.

Respectfully submitted,

Charles B. Curtiss--Chairman

Dorothy D. Arbury--Secretary

JMR
omc

Opal M. Colvin
Opal M. Colvin--Recording Secretary