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December 3, 1976

Mr. Gary Hawks  
Vice President, Public Relations  
Eastern Michigan University  
143 Pierce Hall  
Ypsilanti, Michigan 48197

Dear Mr. Hawks:

A copy of Alan Walt's decision in the English Department arbitration was mailed to you today under separate cover. Mr. Santo asked me to confirm that he will write his opinion on Mr. Walt's decision no later than Wednesday, December 8, 1976.

Mr. Klein was contacted earlier this week and he informed Mr. Santo that he would get back to him after discussing with his clients the matter of permitting the committee designated in the contract to set the equivalencies rather than the Department Head, as Mr. Walt indicated in his opinion. Mr. Klein has not yet responded.

Very truly yours,

DYKEMA, GOSSETT, SPENCER, GOODNOW & TRIGG

Andrea M. Kaminski,  
Secretary to R.J. Santo

*Re: Mr. Santo's letter about  
have visited about  
some ideas and  
asked that you do  
a better job of  
anything at all about  
this*

*Andrea*

*12/6/76  
cc: [unclear]  
U.P. [unclear]  
[unclear]  
[unclear]*

RECEIVED  
DEC 6 1976

GARY D. HAWKS  
VICE PRESIDENT  
UNIVERSITY RELATIONS  
EASTERN MICHIGAN UNIVERSITY

*Return*

LAW OFFICES

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2700 CITY NATIONAL BANK BUILDING

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RONALD J. SANTO

December 3, 1976

Mr. Gary Hawks  
Vice President, Public Relations  
Eastern Michigan University  
143 Pierce Hall  
Ypsilanti, Michigan 48197

Dear Mr. Hawks:

Enclosed is a copy of the arbitrator's award and opinion in the English Department Faculty Work Load arbitration. Also enclosed is the arbitrator's statement for services and disbursements, of which the University is obligated to pay \$1,529.80. Please remit that amount directly to Alan Walt.

Very truly yours,

DYKEMA, GOSSETT, SPENCER, GOODNOW & TRIGG

  
Ronald J. Santo

RJS:amk  
enclosures

RECEIVED  
DEC - 6 1976

GARY D. HAWKS  
VICE PRESIDENT  
UNIVERSITY RELATIONS  
EASTERN MICHIGAN UNIVERSITY

VOLUNTARY LABOR ARBITRATION

In the Matter of the Arbitration between

EASTERN MICHIGAN UNIVERSITY  
CHAPTER, AMERICAN ASSOCIATION  
OF UNIVERSITY PROFESSORS

-and-

English Department  
Faculty Work Loads

EASTERN MICHIGAN UNIVERSITY

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ARBITRATION OPINION AND AWARD

Alan Walt

ARBITRATOR

SUITE 130 HONEYWELL BLDG.

17515 W. NINE MILE ROAD

SOUTHFIELD, MICHIGAN 48075

VOLUNTARY LABOR ARBITRATION

In the Matter of the Arbitration between

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ARBITRATION OPINION AND AWARD

Two grievances, dated December 16, 1975 and January 20, 1976, were submitted following announcement by the Dean of the College of Arts and Sciences on December 4, 1975, of a reduction in full time equated faculty for the English Department by 2.60 for the Winter Semester, 1976. The December 16 grievance protests assignment for the Winter Semester, 1976, of an additional 21 to 23 classes to full-time faculty while the January 20 grievance relates to the effect of the reduction in faculty allocations for the Fall Semester, 1976. In both grievances -- which were combined for hearing -- the Association seeks restoration of the departmental faculty allocation to levels existing prior to the December 4 memo;

compensation by an additional 25% for each extra course a faculty member has been required to teach; a "monetary settlement" for additional work required by, and additional inconvenience to, any faculty member required to accept a change in hours or in classes; and for those teachers rescheduled under Plan C, compensation for any salary reduction resulting from that scheduling together with a "monetary settlement in compensation for the additional work required and the additional inconvenience suffered ... to be determined later by mutual agreement between the parties involved."

Hearings pursuant to Article VII of the collective bargaining agreement dated December 12, 1974 were held June 17, 30, September 1, and 15, 1976 at the University in Ypsilanti, Michigan. The Employer was represented by Ronald J. Santo, Esq., and the Association by David Y. Klein, Esq. Post-hearing briefs were submitted and the record of hearing closed on October 21, 1976.

The impact of the December 4, 1975 memorandum reducing full time equated faculty by 2.60 in the English Department was to increase the number of classes most full-time faculty members had been teaching. Prior to adoption of the collective bargaining agreement -- the first contract between the parties -- no one in the English Department taught more than nine credit hours. In most cases, assignments consisted of three 3-hour classes for a

total of nine student contact hours per week. Teachers of large lecture sections, usually consisting of 325 to 350 students, were assigned only one other class for a total of six student contact hours a week, which scheduling constituted a full work load. Those faculty members teaching one composition class -- whether freshmen or advanced -- were assigned two other literature courses for a total of nine student contact hours each week. In addition, teachers assigned graduate classes and those performing "semi-administrative" functions also received "equivalency" considerations whereby they were assigned less than three 3-hour courses. In all instances, the equivalencies granted for mass lecture sections, composition and graduate courses, and semi-administrative duties were included in, not in addition to, the nine credit hours scheduled for English Department faculty.

Until adoption of the first collective bargaining agreement, the Employer-promulgated Faculty Handbook contained the following statement on teaching loads:

#### IV. DUTIES AND RESPONSIBILITIES

##### A. ACADEMIC LOAD POLICY

##### 1. REGULAR ACADEMIC YEAR

The normal campus teaching load is twelve to fifteen hours. A two semester hour graduate course is equal to a three semester hour undergraduate course.

Some administrative duties specifically designated by the president are credited toward teaching load. In general, membership on committees, departmental responsibilities and consultative services are carried in addition to the regular teaching load.

In the course of collective bargaining, the Association sought agreement reducing the work load to nine credit hours, a demand opposed by the Employer which sought a definite work load standard. After lengthy negotiations, the following provision was adopted:

ARTICLE IX. PROFESSIONAL  
RESPONSIBILITIES OF FACULTY

...

9.3 Work Load

- a. It is recognized that a full-time teaching position is a full-time job. While it is not possible or desirable to establish the same load or credit hour production for each faculty member, it is assumed that a 12 credit hour load is the norm. Department heads are responsible for structuring schedules to take into account large sections of a single course, laboratory supervision and planning, supervision of special learning activities, supervision of field activities such as practice teaching, clinical affiliation, internship, etc., and at the same time maintain a level of credit hour production consistent with University responsibility.

- b. Full-time faculty members shall post and regularly hold office hours and be available for student consultation a norm of ten (10) hours per week, scheduled with the approval of the department head.
- c. It is further recognized that faculty members must be encouraged to do research in their specialities and to have opportunities for furthering their professional development because the quality of their teaching depends on remaining intellectually vital and abreast of new developments in their fields. Therefore, research, reading, writing and attending professional conferences are viewed as legitimate and necessary faculty activity. However, these activities must not interfere with the primary responsibilities for teaching and advising students.

...

- f. In implementing the provisions of sub paragraphs (A), (B) and (C) there shall be faculty input in accordance with the procedures of Article XIII.

No modifications were effected in English Department work loads for the Winter Semester, 1975; faculty continued to be scheduled for nine credit hours with equivalencies granted to those teachers assigned large lecture sections, composition classes, graduate courses, and semi-administrative duties. However, in the Fall Semester, 1975, a few English teachers were assigned twelve credit hours rather than nine as in the past. While not developed in this record, it appears that equivalency credit continued to be



granted on the same basis; in any event, scheduling for the Winter Semester, 1975, is not here involved.

In the late spring or early summer of 1975, the Employer learned of possible reductions in budget allocations for fiscal year 1976-77. That contingency was presented to the Council on Personnel and Finance, a faculty committee existing under Article XIII of the labor contract, by the Dean of the College of Arts and Sciences at a meeting held June 25, 1975. In the course of that meeting, a motion to characterize student credit hour production per faculty member as "an important consideration" in the event budget cuts should be necessary was defeated, although the Council did refer the question of "How the practical matter of the allocation of budget cuts between departments will be implemented" to the Finance Subcommittee. At the July 14 meeting of the Finance Subcommittee, the Dean previewed the 1976-77 budget including proposals communicated by the Governor's office for both 3% and 8% reductions therein. The discussions pertained to reductions in departmental faculty positions, including English Department allocations. A similar report was presented to the Council on Personnel and Finance at its July 23 meeting, with the Dean indicating the need to eliminate certain positions throughout the College to effect an 8% budget reduction, and advising that reduced allocations

could be achieved by elimination of a number of graduate assistants and curtailment of graduate programs in selected department.

The Finance Subcommittee again discussed the Dean's "guidelines" for reductions in full-time equated faculty on October 15. At its October 27 meeting, Finance Subcommittee members not only reviewed faculty allocation reductions for the Winter Semester, 1976, but were advised by the Dean of possible cuts by the Governor's office in the 1975-76 budget, which, if effected, would further reduce faculty allocations. On November 19, the Finance Subcommittee recommended measures should "valid reasons for a budget cut in the Winter/Spring terms of 1976 be presented." Although the recommendations were presented in monetary terms, the Dean testified reductions in faculty were specifically contemplated and that he advised the Subcommittee it had not "gone far enough" in that area based on the fiscal exigencies then facing the University. The Finance Subcommittee's recommendations were adopted by the Council on Personnel and Finance at its meeting of November 20, at which the Dean again indicated the recommended reductions in full-time equated faculty were insufficient in view of existing financial conditions.

his is referred to at the end. The following memorandum issued from the Dean to the Head of the English Department on December 4, 1975:

SUBJECT: Faculty Allocations for Winter Semester, 1976

As you are uncomfortably aware, anticipated budget shortages confront the University with severe demands for additional economics during the balance of fiscal 1975-1976. Both the general role of the Instructional Division in this connection and the specific role of the College of Arts and Sciences have received extended consideration within our faculty input system over the past several weeks. On November 20, 1975, the Council on Personnel and Finance adopted a motion recommending for specific departments such reductions in faculty allocations as might be needed to meet the crisis.

Please be advised, accordingly, that I am now reducing the faculty allocation of the Department of English Language and Literature by 2.60 FTE (from 29.72 to 27.12 FTE) for the Winter Semester, 1976. I understand that you will adjust to this reduction by eliminating 1.60 FTE in part-time lecturers and by placing two full-time faculty members on Plan C for the period embraced by the Winter Semester, the Spring Session, and the Summer Session, 1976. I understand, further, that the classes thus deprived of instructors will be reassigned to other faculty members who are currently scheduled for three-course teaching loads in the Winter Semester.

I believe you will agree that this action is among those contemplated by the aforementioned recommendation of the Council on Personnel and Finance.

For the Winter Semester, 1976, 27 teachers in the English Department were scheduled 12 hour teaching loads, 17 carried nine hour loads, six were assigned 6-hour loads, two teachers were placed

on plan C, two were then on sabbatical leave, and one faculty member was on a leave of absence (in addition, one teacher was assigned a 3-hour load because of teaching duties in Humanities). Those teachers assigned mass lecture sections were scheduled only one additional 3-hour class as were the Director of Graduate Studies and the Executive Assistant to the Department Head. In the Fall Semester, 1976, forty teachers received 12-hour teaching loads, five were scheduled 9-hour teaching loads, one was assigned a 6-hour teaching load, and the remaining members were either on sabbatical leave or assigned in Humanities. The three faculty members scheduled for mass lecture sections were assigned two additional 3-hour courses while the Director of Graduate Studies and the Director of Freshman Studies each were assigned three 3-hour courses. The Executive Assistant to the Department Head continued to teach two 3-hour classes.

Equivalencies for certain semi-administrative duties and for teachers assigned mass lecture sections continued for the Winter and Fall Semesters of 1976, even with work load increases from 9 to 12 credit hours. However, teachers with mass lecture sections who previously had been scheduled only one other 3-hour course are now (Fall Semester, 1976) assigned two additional 3-hour classes. Similarly, certain committee chairmen who previously were scheduled

two 3-hour courses a semester are now assigned three 3-credit hour courses. The principle thrust of the Association's case is that commencing with the Winter Semester, 1976, the Employer began scheduling faculty assigned to composition courses with three additional 3-hour classes, thereby eliminating the equivalency previously granted. With the Fall Semester, 1976, all equivalency credit has been eliminated for those teachers assigned to English composition courses. The Association maintains that composition courses entail "supervision of special learning activities" which department heads must take into account in "structuring schedules" under §9.3 of the contract. Composition courses are limited to 25 students, albeit that number may be exceeded by one or two and in some cases, reduced by two or three when students drop the course after registration. In addition to preparation time of one to two hours for each hour of student contact required in all courses, freshman English composition teachers must carefully read and critique at least twelve 500 word themes or the equivalent each semester. Approximately 20 minutes is required for initial correction of a paper with an average of 5 minutes necessitated in rechecking revisions made by students. While faculty must maintain 10 hours for student consultation each week, English composition teachers meet with each student twice during the semester, each conference

extending approximately one-half hour. And while the total time commitment for faculty in literature courses -- student contact, preparation, and grading -- generally consumes 6 to 8 hours per week, composition teachers devote an additional 10 hours per week to required teaching duties and responsibilities. The Association contends the Employer has violated §9.3 by eliminating equivalency credits previously granted to teachers assigned English composition courses since those classes involve the "supervision of special learning activities."

The Employer submits it has the contractual authority to assign 12 credit hour teaching loads to all English Department faculty. The negotiating history reflects management's repeated and consistent stance that an explicit work load would have to be negotiated. That goal was achieved in §9.3a with adoption of the 12 credit hour norm "for each faculty member". Unlike the Academic Load Policy contained in the Faculty Handbook which established a "normal campus teaching load" of 12 to 15 hours, the work load mandate of §9.3a is directed to each faculty member and authorizes the Employer to correct inequities in class scheduling previously existing in certain departments. The bargaining history also reflects that by including the phrase "supervision of special learning activities" as an area which department heads must take into

account in structuring schedules, there was no intent to apply that language to English composition courses. Rather, the parties had reference to certain difficult or unique educational situations existing in certain courses or fields in the acquisition of knowledge; they did not contemplate teaching peculiarities which can be and are involved in the presentation of various courses in any department. Had the parties intended to exclude English composition courses from the 12 credit hour norm, they readily could have done so. Equivalent credit has been extended to English composition courses by limiting class size to 25 students whereas other English Department classes contain approximately 40 students. As a result, the equivalency sought by the Association already has been accorded composition courses and the Employer argues it would be highly inequitable -- especially in view of similar writing requirements in courses conducted by other departments -- to grant a second and additional equivalency.

As initially submitted, the grievances challenged the Employer's claim that financial exigencies justified a reduction in the allocation of full-time equated faculty for the English Department; charged a violation of Article XIII in that the question of reduced faculty allocation was not submitted to the faculty input procedures required under §9.3f; and increased English Department work loads

in violation of §9.3a by failing to structure "schedules to take into account large sections of a single course [and] supervision of special learning activities." Since the Employer based its action in reducing faculty allocations to the English Department entirely on §9.3 and not on a claim of financial exigency, the first issue is now moot. However, it should be noted there has been no layoff of full-time faculty in the English Department although two teachers were placed on Plan C under the §8.1a, which authorizes distribution of teaching loads to the Spring and Summer terms so faculty members may be retained for two semesters in each calendar year "before actual faculty reduction". Patently, the relief requested for the two teachers placed on Plan C remains an issue in these proceedings.

On the question of "meaningful faculty involvement", the record is convincing that the issue of reduced faculty allocation throughout the College of Arts and Sciences was submitted to and considered by appropriate faculty committees under Article XIII and the College Level Input System promulgated thereunder. When the Employer was first aware of a possible reduction in the 1976-77 budget, that information was presented to the Council on Personnel and Finance and was reviewed and analyzed by its Finance Subcommittee. In the course of that review, the Administration, through



the Dean of the College of Arts and Sciences, expressed the opinion that faculty reductions would be required and would result in the adjustment of work loads within the framework of the labor agreement. Both the Council and the Finance Subcommittee were advised that their recommended actions were not sufficiently extensive, and the faculty input committees patently were aware reductions in full-time equated faculty could result in increased work loads in certain departments. Specifically, the History, Math, and English Departments were singled out as areas where the Administration believed the faculty work load was less than the norm of 12 credit hours. That the Employer's ultimate action, as evinced in the memorandum of December 4, 1975 to the English, Math and History Departments was in part designed to effect a 12-credit hour work load in those departments does not detract from or negate its compliance with Article XIII.

In analyzing §9.3a, the threshold consideration is the assumption -- the contract utilizes the word "assumes" -- that a 12-credit hour work load is the norm "for each faculty member". As argued by the Employer in its post-hearing brief, there is a significant distinction between this language and the Faculty Handbook provision which established a "normal campus teaching load" of 12 to 15 hours. This difference is reflected in the fact that prior to the

contract, the large number of student credit hours produced by each mass lecture section in the English Department was divided among all faculty in the English Department, and it is patent such "spreading back" was one reason teachers who did not teach either a mass lecture section, a composition or a graduate course, and did not perform semi-administrative duties were considered to meet the "normal campus teaching load" with three 3-hour courses for a total work load of 9 credit hours. Under the collective bargaining agreement, the work load assumed by each faculty member must meet the established norm and there is no obligation to spread back to the entire English Department faculty all or a part of the large number of student credit hours produced from mass lecture sections. See also the October 23, 1975 award by Arbitrator Charles M. Rehms between these parties excluding application of the past practices provisions of Article IV from this area.

By express direction, the intent of §9.3a is "to establish the same load or credit hour production for each faculty member". Since that goal extends to all faculty, the use of the word "norm" in regard to each teacher's work load reflects the intention of the parties to authorize variances from a 12 credit hour schedule whenever any of the factors set forth in §9.3a is present. Department heads are mandated "to take into account" large sections of a single

course, laboratory supervision and planning, supervision of special learning activities, supervision of field activities, "etc". Those teachers not assigned courses falling within the contractually-provided exceptions may be assigned work loads of 12 credit hours. Clearly, an assignment of four 3-credit hour literature courses to English Department faculty is proper scheduling under §9.3a.

But the Association submits that in eliminating the previously existing equivalency for English composition courses, 20 faculty members received "overloads" in teaching assignments in the Winter Semester, 1976, while 45 faculty were scheduled "overloads" in the fall of 1976. Examples of claimed overloads involve the scheduling of one writing course and three other courses (including in certain instances a graduate course), the assignment of two writing courses in addition to two other courses, or the scheduling of three courses including one or two writing courses plus semi-administrative duties. While English composition classes were not expressly mentioned in bargaining table discussions of those courses which involve "special learning activities", that fact does not necessarily require their exclusion from the quoted language. Neither party contends every example of a special learning activity was discussed in negotiations and it is quite apparent the selected language extends not only to those instances cited but to other

courses falling within the purview of a special learning activity. The evidence is most convincing that prior to the labor contract, English composition was in fact considered a special learning activity for which equivalency was granted -- even though the class size in those courses historically had been limited to 25 students. Patently, the equivalency was granted because of the unusual time commitment required on the part of each composition teacher -- even with the 25 student limitation -- in reading, correcting, critiquing and re-reading large numbers of papers as well as the number of additional student conferences which are not required of other faculty. Not only are these "special learning" aspects of English composition established by testimony from faculty and an eminent authority in the field but they previously were repeatedly emphasized in communications from the English Department Head who is contractually charged with the responsibility of structuring schedules to take into account special learning activities in determining the work load "norm" for each faculty member in his department.

In a memorandum dated August 5, 1975, the English Department Head defined a writing class in the English Department "as a course in which many more written assignments are given than in other university courses" -- an aspect fully supported by the record evidence. In a November 7, 1975 memorandum concerning a proposed

reduction of faculty allocation to the English Department, the Department Head stated:

"1. ... It is my earnestly held opinion that no one teaching one writing course should teach more than nine hours.

...

"If a teacher of one writing course is required to teach more than nine hours, that teacher is unable to teach the course in the thorough way described above. This result is particularly distressing at this time when EMU students, like students all over the country, are writing much more poorly than students did in the past. To handicap teachers at a time when the students' need is greater than ever before is not educationally sound."

In this same view, the Department Head's memorandum of November 13, 1975 regarding faculty load protested the recommendation of an Ad Hoc Administrative Committee that equivalencies should not be granted for class sizes of less than 50 in the lower divisions and stated, in pertinent part:

"The faculty of the English Department and I believe that English composition courses deserve the equivalency ratio you suggest (2:1) because of the great amount of time required to read the student themes, comment on them in writing, grade them, return them to the student for revisions, and check them after they are returned. In addition the instructor is required to have at least two conferences with each

student during which they go over the student's written work together. The problem is that composition classes are limited to 25 students, not 50.

"We limit these writing classes to 25 not only because we know from our own experience that 25 is the maximum number for efficient teaching, but because our state and national professional organizations (MLA, NCTE, MCEA, MCTE) for many years have endorsed the following statement:

'In all writing courses--especially in freshman composition courses (including remedial, non-credit, or non-transfer courses)--a reasonable class size is 20 students. In no case should these classes exceed 25 students.'

"If we had to increase our composition classes to 50 students in order to qualify for the equivalency ratio you suggest, we would violate the professional standards of our colleagues throughout the nation, and we would do a great disservice to our students."

It is the Department Head who is charged with the structuring of schedules to take into account those equivalency factors delineated in §9.3a. He determines which activities will receive equivalency and that decision is not subject to review by other administrators or to rejection by an Administrative Committee.  
The Employer has not retained veto power of the Department Head's decision in this area.

The English Department Head's view pertaining to the grant of equivalency to writing courses in his department finds full support

in the record. The decision to eliminate the equivalency historically granted teachers of English composition and to which English Department faculty assigned to teach composition courses are still entitled under §9.3a violated the contract. That finding, however, does not necessarily require the granting of the same equivalency for such courses as existed prior to adoption of the labor contract since there are no negotiated equivalency standards and the past practices language of Article IV is inapplicable. See the above cited Award of Arbitrator Rehms. These grievances will be remanded to the English Department Head with the direction that he apply the equivalency to be granted teachers of English composition in accordance with his previously published memoranda. He also is directed to review the equivalencies to be granted teachers scheduled for mass lecture or graduate sections or assigned semi-administrative duties. The purpose of this remand is to afford the English Department Head the opportunity to review all courses and duties for which equivalencies are required under §9.3a since it may be possible for him to achieve various combinations of classes and duties which recognize the equivalency or equivalencies while taking into account the contractually-mandated 12 credit hour norm.

Since there presently exists no definitive statement of equivalencies which would have been applicable for the Winter Semester,

1976 or for the present semester (Fall, 1976), the award issued hereunder will have prospective application and will be first effective with the Winter Semester, 1977, there being sufficient time to establish and apply equivalencies and to reschedule faculty for the next semester in accordance with this opinion.

#### AWARD

The grievances of December 16, 1975 and January 20, 1976, protesting reductions in faculty allocations for the Winter and Fall Semesters, 1976, are granted in part and denied in part.

The Employer did not violate the faculty input procedures of §13.1 in formulating its decision to reduce the full-time equated faculty allocation in the English Language and Literature Department by 2.60 for the Winter Semester, 1976.

Section 9.3a of the contract was not violated when English Department faculty not scheduled to teach composition, mass lecture, or graduate courses or to perform semi-administrative duties were assigned 12 credit hour work loads for the Winter and Fall Semesters of 1976.

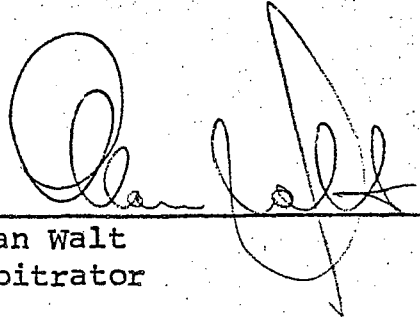
The Employer violated §9.3a of the labor contract by eliminating equivalency credits in structuring class schedules for those members of the English Department teaching composition courses in the Winter and Fall semesters of 1976.



The Employer is directed to reinstitute equivalency credits for English composition courses as a special learning activity under §9.3a and to insure those equivalencies are taken into account in structuring teacher schedules for the Winter, 1977, and subsequent semesters. However, the determination of the appropriate equivalency or equivalencies to be accorded those courses as well as large lecture sections, graduate courses, and semi-administrative functions are matters solely for determination by the English Department Head.

These grievances are remanded to the Head of the English Department for his immediate action in structuring the faculty work loads in accordance with this Award, and his determination shall be incorporated into class schedules for the Winter Semester, 1977, and subsequent semesters.

Because there is no way to ascertain the equivalency or equivalencies which will be granted for English composition courses or for any adjustments made in the equivalencies granted for mass lecture sections, graduate courses, and semi-administrative duties, this Award shall have prospective effect only and the Association's request for monetary damages is denied.



---

Alan Walt  
Arbitrator

Southfield, Michigan

November 20, 1976