

# Faculty Welfare Committee/AAUP

## Excellence in Education



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### From the FWC/AAUP President:

Dear Colleagues,

The FWC/AAUP Executive Committee is as exhausted by everything as you are. As you may know, my term as FWC President ends on May 31, and I have no idea whether this is my last “From the President” column.

I am in awe of our elected colleagues on the FSC as they continue to work toward reaching agreement with the administration’s team on a Memo of Understanding. I look forward to thanking them in person at the meeting of the General Faculty scheduled for Tuesday, May 31 from 2:00 to 3:30 in Gonzaga Auditorium.

I understand the FSC met all day on Tuesday, met with the administration on Wednesday morning, plan to meet with the administration on Thursday and have cleared their schedules in order to be able to meet with the administration on Friday.

It is absolutely crucial that members of the faculty covered by the MOU attend the GF meeting on Tuesday to show support for our colleagues on the FSC, and to show the administration and the Board of Trustees that we are solidly united behind our Faculty Salary Committee.

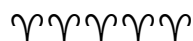
We are in the planning stages of other events to further demonstrate to the decision-makers in our administration and to the Board of Trustees that the faculty are united, and that we will fight to ensure the centrality of our core academic mission, and to ensure that the institution - at every level, and from top to bottom - lives up to our mission statement.

Rona Preli  
FWC/AAUP President

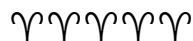
## Some Context For Our Engagement in Collegial Discussions “with the intent of arriving at a mutually agreed upon Memo of Understanding”

The Faculty Salary Committee (FSC) was established in the late 1960s, and written into the *Faculty Handbook*, thanks to our predecessor faculty colleagues. In the nearly 50 years since it was established, the FSC has engaged in collegial discussions with an administrative team appointed by the President. At the end of the discussions in any year, the two teams have always reached agreement on a document drawn up and signed by both the FSC and the administrative team.

The current version of that document is the (current) 2015-16 Memorandum of Understanding (MOU). Taken together with the individual contract letter and the *Faculty Handbook*, these comprise our contractual documents.



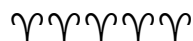
Our process has survived longer than many faculty members have been alive due to the contractual language in the documents. The contractual documents are written in a way that encourages the parties to reach agreement.



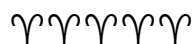
There are a number of steps in the process of reaching a new MOU and these steps are articulated in our contractual documents.

Step 1 is that the FSC and the administrative team need to reach agreement in the collegial discussions on terms of compensation that *the two teams* “recommend to the General Faculty for ratification and to the Budget Committee for inclusion in the budget that they submit to the President and the Board of Trustees.” *That is the step we are at as this newsletter goes to press.*

Step 2, if needed, takes place only if either the General Faculty or the Budget Committee raise objections to the terms of compensation that have been *agreed upon and put forward jointly by the FSC and the administration’s team.*



So, what happens - as could be the case this year - if no agreement is reached between the FSC and the administrative team? What happens if step 1 is not completed? To answer these questions, our attorneys point us to the language in the individual contract letter (which is subordinate to the MOU as its controlling document), which states, “The terms referred to in the Memo of Understanding, on Faculty Salary and Benefits, 2015-16 will apply from September 1, 2015 and continue until superseded by a subsequent Memo of Understanding...”

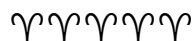


In other words, neither party gets what they want. (This year, the sticking point is that the administration wants to change health benefits by charging a higher cost-share for spouses and dependents - despite the fact that employees insuring spouses and dependents already pay higher premiums - as well as increasing deductibles, and adding co-insurance.) So, with no agreement, the administration does not get any changes to benefits since the current MOU continues until superseded by a subsequent MOU. And, the faculty do not have to absorb further cuts to health insurance, but there may be no raises in September, except for promotions. It’s neither win-win nor lose-lose.

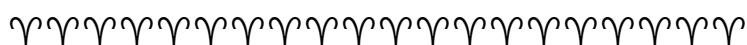
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In this context, it is both extremely surprising and deeply disappointing to learn from our colleagues on the FSC that the Chair of the Board of Trustees has written to the FSC Chair and the Administrative team’s Chair that “if there is no resolution of [reaching agreement on a MOU] by the Board’s next scheduled meeting on June 2, 2016, including approval by the general faculty, the Board will, in accordance with its fiduciary responsibility to the University, be forced to take action to resolve this critical matter.”

We would argue two things. First, according to the plain language of our contractual documents, the Board does not have any role to play at this point in the process and, second, that the highest order of fiduciary responsibility is to abide by and respect the contractual agreements arrived at and signed by the University’s administration.



**Turnip Truck Alert:** If the Board of Trustees *were* entitled to impose terms of compensation outside of the MOU when no agreement between FSC and administration is reached, then - if there are decision-makers in the administration who want to enact certain changes to benefits or salary - those decision-makers would have *absolutely no incentive* to reach agreement with the FSC. They could simply run out the clock, and ask the Board to step in. Since the Board takes all sorts of advice and input from the decision-makers in our administration, it seems very much more likely than not, that the terms the administration wanted all along would be imposed. If it were that easy, would the process be alive and well after nearly 50 years?



### AS WE GO TO PRESS, MARK YOUR CALENDARS:

Tuesday, May 31, 1:00-2:00 PM:	Tentative FWC Meeting, Gonzaga Auditorium ( <b>more info by email</b> )
Tuesday, May 31, 2:00-3:30 PM:	General Faculty Meeting, Gonzaga Auditorium
Wednesday, June 1:	Contract period ends
Thursday, June 2:	Board of Trustees Meeting, on campus
June 10-12:	Reunion Weekend
June 21-22 and June 27-28:	Freshman Orientation
September 1:	Contract period begins
September 4:	Move-in Day for Freshmen
October 21-23:	Alumni Weekend

**I  
support  
the  
Faculty Salary  
Committee.**

**Fairfield University  
May 2016**