

Dear Faculty Colleagues,

At the May 20 meeting of the General Faculty, the Faculty Salary Committee (FSC) reported to the General Faculty (GF) on the current state of collegial discussions with the Administration Salary Committee. We reported that it was impossible to perform the mathematical calculation required in section 2a. of the current Memo of Understanding (MOU) and therefore impossible to determine transparently the precise amount of restoration. The Administration had stated that based on their determination, the implementation of the MOU would restore foregone salaries and less than 1% of the sacrificed retirement match. After the May 20 meeting, the Administration clarified their position: “restored” salary would not include a return of sacrificed FY2021 salary but be reflected only in the base of *future* salaries—no lump sum reimbursement over the summer for the lost FY2021 salary that we agreed to give up (only until it could be determined per the MOU if our voluntary sacrifice was necessary). The FSC’s understanding of the MOU—as we presented to the GF in summer 2020—was for both a return of the voluntarily sacrificed salary and, of course, the inclusion of this salary increase in the base of all faculty.

As we reported to the GF on May 20, our discussions with the Administration were not advancing productively, with the FSC insisting on a transparency that the problem with 2a. prevented and the Administration maintaining that the restoration formula of section 2b. clearly determined the monies available for a restoration that we considered to be a fundamental misinterpretation of the MOU. Last week, the FSC presented a compromise proposal to the Administration that we are pleased to report the Administration has accepted. The compromise is being incorporated into an MOU that will be presented to the General Faculty (GF) for its acceptance or rejection in a faculty vote. The FSC’s position is that this compromise is beneficial to the faculty, as well as to the university.

We reached a compromise by enlarging the discussion to include an extension of the MOU for an additional year along with clear terms of restoration for FY2021. The general terms of our agreement are:

1. The University will restore the voluntarily sacrificed FY2021 salaries, approximately 3% per faculty member. Payment for last year’s salary will be made in July and will be added to each faculty member’s base salary in the usual way. Appropriate adjustments for promotions and for the allocation of the supplemental budget passed by the GF at our May 20 meeting will be made.
2. The retirement match goes back to 9% starting July 1, 2021. There will be no restoration of the reduced retirement match in place for the past ten months.
3. Starting September 2021, FY2022, the merit salary budget will increase by the greater of 2.25% or 1% less than the percentage increase in tuition for FY2022. The supplemental salary raises will be 1.75%. (This is 1% greater than the historical average for the supplemental budget and is in recognition of the faculty’s willingness to revise the MOU last year.)

4. Starting September 2022, FY2023, the merit salary budget will increase by the greater of 2.25% or 1% less than the percentage increase in tuition for FY2023. The supplemental salary raises will be 1.75%. (This is 1% greater than the historical average for the supplemental budget and is in recognition of the faculty's willingness to revise the MOU this year.)
5. All other terms of the current MOU will be extended for an additional year through the end of FY2022.
6. A process for a more rigorous legal review of future MOUs will be adopted.

Provided that all the final details can be worked out to the FSC's satisfaction, we expect to recommend that the GF approve a revised and extended MOU. The FSC's position is that this compromise is good for the faculty for the following reasons: This agreement resolves the disagreement about how to implement the current MOU. It is the view of the FSC that this agreement, when viewed in its totality, is fair to the faculty. The sacrifice of a one-time 5.5% contribution to retirement in FY2021 will be offset by two "extra" 1% raises in salary in FY2022 and FY2023. Salary increases are permanent increases in base salary, recurring every year until retirement. Salary increases continue to be benchmarked to tuition increases to protect the faculty against unexpected inflation over the life of this multi-year agreement.

The FSC believes that this extension renews the MOU "on the same or better terms," a phrase many faculty will remember from prior MOUs.

As you know, the devil is in the details, but we will continue to work out precise language for the revised and extended MOU. The FSC will ask the General Faculty Secretary to schedule a meeting of the GF for a vote on the MOU by the GF as soon as possible. At that time the FSC will present a more detailed case for the new MOU and address any questions or concerns.

The FSC thanks both the faculty and the Faculty Welfare Committee/AAUP, which funds our legal counsel, for their unwavering support throughout this process. As always, members of the FSC would be happy to receive your questions or comments through email.

Sincerely,

Walter Hlawitschka
Chair, Faculty Salary Committee

Faculty Salary Committee: Dina Franceschi, Walter Hlawitschka (Chair), John McDermott, Michael Puleo, John Thiel