

FAIRFIELD UNIVERSITY

COMPENSATION AGREEMENT  
FOR  
1990-91 and 1991-92

I. Preamble

Individual faculty appointments shall not vary from the terms of this agreement, which is a contract enforceable under applicable law. All faculty appointments and compensation, including salaries and employment benefits, and the provisions regarding benefits set forth in the Faculty Handbook, Section II B 1 (a) - (e), as currently amended, shall be in accordance with the specific provisions of this Agreement. General terms and conditions of employment are set forth in the Faculty Handbook (8th Ed. 1987). All letters of appointment shall also be consistent with the terms of this Agreement and the above mentioned Faculty Handbook. The Faculty Handbook may be amended only according to the provisions specified therein. Allegations of misinterpretation, misapplication, or violation of this Agreement, shall be resolved according to the process for grievance resolution set forth below. That same process shall apply to disputes concerning salaries and the employment benefits set forth in the Faculty Handbook, Section II B 1 (a) - (e) as currently amended.

II. Process for Grievance Resolution

For purposes of this process, "grievant" shall mean either an individual faculty member and/or the Faculty Salary Committee.

STEP 1: A grievance shall first be addressed informally by the grievant, and the appropriate Dean. If they are unable to resolve the matter, or if the matter falls outside the purview of the Dean(s), it shall be reduced to a written grievance, but must specify the term(s) of the Agreement claimed to have been violated. The written grievance must be filed with the Academic Vice President within thirty (30) days of the date the event complained of was discovered or it shall be deemed waived.

STEP 2: In a joint effort to resolve the grievance, the Academic Vice President shall meet with the grievant and any other parties deemed necessary by the parties to the grievance within ten (10) business days of the presentation of the written grievance (such period excluding school vacations). If the matter cannot be resolved at that meeting, either party may in its sole discretion, within ten (10) business days, file a written request for a hearing with the Academic Vice President.

STEP 3:

1. Within ten (10) days following a written request for a hearing, the Academic Vice President and the grievant shall agree on a Hearing Committee.
2. The Hearing Committee shall consist of three members; one chosen by the Administration, one by the grievant and the third by agreement between the other two. In the event there is no agreement on the third member, that member shall be selected in accordance with the rules and procedures of the American Arbitration Association.
3. The Hearing Committee shall schedule the hearing, at which the parties to the grievance shall have the right to be present, to be accompanied by a personal advisor or counsel, to present evidence and to present and cross-examine witnesses.
4. In adjudication of the grievance, the Hearing Committee shall have no authority to add to, subtract from or modify the terms of the Agreement. The Committee's decision shall be issued in writing, specifying the reasons therefore, and shall be final and binding upon all parties to the grievance.
5. Each party to the grievance shall bear the costs and expenses of preparing and presenting its own case, as well as the cost of any stenographic record or transcript requested by that party. Any fees of an arbitrator shall be shared equally by the parties to the grievance.
6. If the administration fails to respond to a grievance within ten (10) days the grievance will automatically advance to the next step. If the grievant fails to advance the grievance to the next step, the grievance shall be considered waived.
7. Time bars at each step may be extended by the mutual written agreement of the parties.

III. Compensation and Benefits

- A. All faculty shall receive full compensation and benefits in accordance with the provisions set forth in this article. However the University's right to provide compensation, including salaries and employment benefits, shall be limited to the specific terms of this agreement.

III. Compensation and Benefits (continued)

B. Faculty base salaries are to be increased for 1990-91 by 12% and for 1991-92 by 9% as described below:

1. The method for determining the amount of salary increase will be:

a. A faculty member whose present salary is at or above the mean for his/her rank will receive 12% (1990-91) and 9% (1991-92) of his/her base salary.

b. A faculty member whose present salary is below the mean for his/her rank will receive 12% (1990-91) and 9% (1991-92) of the mean of his/her rank.

c. The current means and mean increases for 1990-91 for each rank are:

	<u>Current Year</u> <u>1989-1990</u>	<u>Mean Increases</u> <u>1990-91</u>
Professor	\$53,047	\$6,366
Associate	\$42,866	\$5,144
Assistant	\$35,571	\$4,269
Instructor	\$28,182	\$3,382

d. For purposes of 1991-92, means and mean increases shall be determined when data is available.

e. Maintaining the average of the salaries of Assistant, Associate and Professor ranks at least at the 80th percentile for Class 11A institutions in the national ratings (AAUP) is herewith confirmed as an ongoing policy subject to financial limitations.

2. In the event of a promotion in rank, the faculty member will receive the appropriate increase plus an additional \$500.00. In the event this increase does not bring him or her to the minimum of the new rank, he/she will receive that minimum.

3. The salary paid for part-time instruction to full-time faculty members (beyond normal load), and adjunct faculty for credit courses shall be increased by 12% for 1990-91 and 9% for 1991-92. The salary structure for part-time instruction is as follows:

Fairfield University Teaching Experience

<u>Degree</u>	<u>Under 8 Semesters*</u>	<u>8-15 Semesters</u>	<u>16 + Semesters</u>
<u>1990-1991</u>			
Non-terminal	\$2,035	\$2,177	\$2,367
Terminal	\$2,462	\$2,568	\$2,662
<u>1991-1992</u>			
Non-terminal	\$2,218	\$2,373	\$2,580
Terminal	\$2,684	\$2,799	\$2,902

\*Two semesters per year will be aggregated for full-time faculty. Actual experience at Fairfield University will be utilized for part-time (adjunct) faculty. If a class meets two or more times per week, during the academic year, the stipend will increase by \$125 for non-terminal degree status and \$150 for a terminal degree status.

- C. In the event that the rate of inflation in the National Consumer Price Index (CPI) for All Urban Consumers as measured by the U.S. Department of Commerce for the calendar year ending December 31, 1990, exceeds 6%, faculty salaries shall be adjusted as follows:

The percentage component of the 1991-92 across-the-board faculty salary increment shall be increased by 1% for each full percent increase over 6% in the National CPI for All Urban Consumers for calendar year 1990. If that CPI increase exceeds 9% the across-the-board salary increment for 1991-92 will be renegotiated.

- D. New ranges represent an adjustment of 12% for each rank. The new range for each rank for 1990-91 is as follows:

<u>Rank</u>	<u>Minimum</u>	<u>Maximum</u>
Professor	\$53,680	\$69,821
Associate	\$41,614	\$58,312
Assistant	\$33,076	\$47,076
Instructor	\$28,597	\$35,120

The new range for each rank for 1991-92 is as follows:

<u>Rank</u>	<u>Minimum</u>	<u>Maximum</u>
Professor	\$58,511	\$76,105
Associate	\$45,359	\$63,560
Assistant	\$36,053	\$51,313
Instructor	\$31,171	\$38,281

Notwithstanding the above, new faculty members may be hired at salaries exceeding the ranges appropriate for their ranks for demonstrated reasons of market parity on prior agreement between the Administration and the Faculty Salary Committee regarding the variance for the specific salary lines.

- E. Existing supplemental compensation practices pertaining to Chairs, Program Directors, etc., shall continue as in the past.
- F. Other increments to faculty salaries for reasons including, but not limited to redress of inequities may be made on prior agreement between the Administration and the Faculty Salary Committee.
- G. The University shall provide to the Faculty Salary Committee a list by rank of all faculty salaries by September 15th of each academic year.
- H. Fairfield University shall without delay become a member of the FACHEX system.
  - 1. The University shall without delay, contact the national coordinator of FACHEX and initiate all necessary steps now, as outlined by the national coordinator, to facilitate the participation by Fairfield University by the September 1990 semester.
  - 2. The University shall inform those FACHEX schools where children of faculty are already enrolled that Fairfield University is now a member of FACHEX. These children of faculty shall participate in FACHEX benefits beginning in September 1990, according to FACHEX policies at their respective schools.
- I. The fourth course teaching requirement, each fourth semester, is removed as of September 1990.
- J. The housing purchased by the funds authorized by the Board of Trustees to accommodate new faculty at reasonable rents on a temporary basis shall be allocated in accordance with a process to be determined by the Faculty Salary Committee and the Administrative Salary Committee by September 1, 1990.

K. Faculty benefits are to remain as in prior years except as stated below:

The University will reimburse on a one-time basis to a faculty member the difference in the amount of money he/she paid for Blue Cross individual or family coverage between the deductibles and/or co-payment in place before July 1, 1989, and those in place after July 1, 1989. Additionally, the Blue Cross Major Medical deductibles and drug co-payments will be returned to the levels in effect prior to 1989-90.

IV. Duration of the Agreement

- A. The Faculty Salary Committee and the representatives of the University agree to begin informal discussions on mutually agreed issues by no later than October 1, 1990. Discussions leading to a successor agreement will begin by no later than October 1, 1991.
- B. This agreement, in its entirety shall remain in force from September 1, 1990, through August 31, 1992.

Faculty Salary Committee

For the Administration

Raymond P. Poincelot 3/26/90  
 Raymond P. Poincelot Date  
 Chair

William J. Lucas 3/23/90  
 William J. Lucas Date  
 Chair

Kevin J. Cassidy 3/20/90  
 Kevin J. Cassidy Date

Stephen P. Jakab 3/23/90  
 Stephen P. Jakab Date

Philip J. Lane 3/26/90  
 Philip J. Lane Date

Robert P. Stepsis 3-23-90  
 Robert P. Stepsis Date

Frederick W. Mis 3/24/90  
 Frederick W. Mis Date

William P. Schimpf 3/23/90  
 William P. Schimpf Date

Frank J. Rice 3/26/90  
 Frank J. Rice Date

MEMORANDUM OF UNDERSTANDING

Subject: Faculty Salaries Above Rank

Date: March 23, 1990

The University and the Faculty Salary Committee agree that the same percentage and dollar salary increases provided under Section III of the Compensation Agreement shall apply to all faculty members hired on or before September 1, 1989, regardless of whether that faculty member's salary is within or above the salary range in the 1989-90 Compensation Agreement.

Faculty Salary Committee

For the Administration

Raymond P. Poincelot 3/26/90  
Raymond P. Poincelot Date  
Chair

William J. Lucas 3/23/90  
William J. Lucas Date  
Chair

Kevin J. Cassidy 3/26/90  
Kevin J. Cassidy Date

Stephen P. Jakab 3/23/90  
Stephen P. Jakab Date

Philip J. Lane 3/26/90  
Philip J. Lane Date

Robert P. Stepsis 3-23-90  
Robert P. Stepsis Date

Frederick W. Mis 3/24/90  
Frederick W. Mis Date

William P. Schimpf 3/23/90  
William P. Schimpf Date

Frank J. Rice 3/26/90  
Frank J. Rice Date

DRAFT

FAIRFIELD UNIVERSITY

ADDENDUM

COMPENSATION AGREEMENT  
FOR  
1991-1992

III. Compensation:

B. Faculty base salaries are to be increased for 1991-1992 by 9% as described below:

1. The method for determining the amount of salary increase will be:

a. A faculty member whose present salary is at or above the mean for his/her rank will receive 9% of his/her base salary.

b. A faculty member whose present salary is below the mean for his/her rank will receive 9% of the mean of his/her rank.

c. The current means and mean increase for 1991-1992 for each rank are:

	<u>Current Year</u> <u>1990-1991</u>	<u>Mean Increase</u> <u>1991-1992</u>
Professor	\$59,533.00	\$5,358.00
Associate	\$48,226.00	\$4,340.00
Assistant	\$39,544.00	\$3,559.00
Instructor	\$31,721.00	\$2,855.00



## EXHIBIT A

### DEPENDENT CARE POLICY

Individual course schedules may be modified at the request of faculty members to accommodate their need to care for their infants or young children, as well as their spouses or immediate family, who are seriously ill during the course of a semester. Faculty may reduce their teaching load by one or two courses a semester, with the understanding that they will continue to perform other faculty responsibilities, and that they will recompense the University for the course reduction in one of the following manners:

1. The course or courses will be taught over a three year period immediately following the semester during which the reduction was in effect. Only one additional course may be taught per semester. The courses must be regular departmental offerings unless approved by the appropriate dean(s) as special or continuing education listings. If employment at the University terminates prior to fulfillment of this obligation, the faculty member will repay the University at the cost of one or two adjunct salaries (dependent on the amount of release time taken) at the rate that was in place the semester of the reduced load.

During the semester of reduced load, full pay and benefits will be continued. Release time will not be granted a second time until the obligations of the first have been met.

or

2. Salary will be reduced by 25% for a one course exemption or 50% for a two course exemption during the semester of dependent care need. Full benefits will be maintained during the period of salary reduction. No further obligations will be accrued.

Faculty members who wish to take advantage of the dependent care policy must notify their deans sufficiently far in advance of the semester to allow for the employment of replacements. When released time is requested for the care of seriously ill spouses, or immediate family members, the deans may request written confirmation from a medical authority.

5/01/92