
FAC'S SHEET

Newsletter of the University of Scranton Faculty Affairs Council
May 2006

Save This Time!

FAC Members Scheduled To Meet May 9th in Eagen

The final FAC meeting for 2005- 2006 is set for Tuesday, May 9 in the Eagen Auditorium.

Lunch will be served beginning at 11:15 a.m. with the business meeting starting at 11:30 a.m.

The Executive Committee urges all members to attend. Check in the right hand column for the agenda.

FAC Meetings For 2006-2007

The FAC Executive Committee has scheduled monthly membership meetings for the 2006-2007 academic year on the following dates and at the places indicated. All regular meetings are set for Tuesdays, beginning at 11:30 a.m. Additional meetings may be called to address special issues or concerns.

September 12, 2006 - Brennan Hall, Room 509
October 10, 2006 - Eagen Auditorium
November 14, 2006 - Eagen Auditorium
December 12, 2006 - Eagen Auditorium
February 13, 2007 - Eagen Auditorium
March 6, 2007 - Eagen Auditorium
April 10, 2007 - Eagen Auditorium
May 8, 2007 - Eagen Auditorium

FAC'S SHEET

is published periodically by the Faculty Affairs Council at the University of Scranton. The editor is Willis Conover. Comments and suggestions from the membership are welcomed. Members may also check FAC's Web site at www.scranton.edu/fac for further information on the Faculty Affairs Council, an affiliate of the American Association of University Professors (AAUP). Copies of the Faculty Contract and Handbook are found on the site. Members may also link to the national AAUP home page.

AGENDA

For May 9th Meeting

1. Chair's Report (Michael Friedman)
 - a. The current state of negotiations and the future
2. Contract Administration Report (Kevin Nordberg)
3. Grievance Report (Ned Warner)
4. Treasurer's Report (Dan West)

What Happens When A Contract Expires?

by Michael Friedman, FAC Chair

As a result of our discussion at the last FAC meeting, it seems clear that the membership might profit from a brief reminder about some of the legal issues surrounding the expiration of a labor contract. The FAC Executive Committee and the Table Team remain absolutely committed to doing everything possible to negotiate an acceptable contract before the end of the spring semester. However, many of the issues on the table are both new and complex, and therefore the possibility has arisen that a tentative agreement with the administration may not be ready by the end of this term. This situation, in itself, is no cause for alarm.

In the event that FAC and the administration are not able to come to an agreement by August 31, 2006, the membership would still have the option of working during the fall semester without a contract. In such a case, all aspects of the current collective bargaining agreement would continue in force, with four important exceptions. Article 26 of the current
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MINUTES

from the April 11th Meeting

Michael Friedman called the meeting to order at 11:40 a.m.

Chair's report: Friedman gave an account of the March 28 Faculty Forum co-sponsored by the Faculty Senate and the Provost's Office regarding the formation of the Ignatian College. The Provost has acknowledged that the Ignatian College probably should not be brought on-line this fall as originally announced, and it has also been suggested that an Associate Provost, rather than a Dean, might be assigned to the duties. It was reported from the floor that the Faculty Senate would discuss the Ignatian College proposal at its May meeting.

Friedman then offered an update on negotiations. He told the assembly that negotiations were proceeding cordially but that they have been very complex. He also stated that, in his opinion, it had begun to seem unlikely that a tentative agreement would be reached by the end of May unless the pace of negotiations picks up soon.

Friedman also reported that the Handbook Committee had concluded its discussion of language regarding the evaluation of Lecturers; however, it had been decided by the Handbook Committee that it would be wise to delay bringing this language to the faculty for a vote until the new contract was in place.

Finally, Friedman expressed in strong terms his disappointment that no one had applied for the Rosenberg Award. He announced that the award would be open again next year and he encouraged faculty to apply.

Contract Administration: Kevin Nordberg discussed distance learning issues that he raised in the FAC's Sheet. Although he determined that there were no current violations of Appendix 10, he did express concern about possible failures to maintain quality control, and he urged faculty to be wary before signing agreements regarding online courses.

Grievance Report: Ned Warner reported that there was one active grievance, involving possible violations of due process in a Rank and Tenure case. He reminded the membership to follow the rules laid out in the handbook when filing a grievance.

New Business: It was announced from the floor that a search for an Associate Dean of the combined Graduate School/DHC would be taking place soon. There was also an expression of concern over a small change made in the administration of the University's pension program.

The meeting adjourned at 12:30 p.m.

Respectfully submitted,
Joe Wilson, FAC Secretary

What Happens When A Contract Expires?

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contract prohibits FAC from threatening or engaging in a strike or work stoppage, and the administration is similarly prohibited from threatening or engaging in a lockout, during the life of the contract. After August 31, however, these restrictions would no longer exist. Furthermore, Articles 30 (Faculty Advancement Plan [FAP]) and 31 (Teaching Workload) both have expiration dates of August 31, 2006, so unless they are renewed by mutual agreement before that date, they would expire. Otherwise, salary and benefits would continue unchanged as long as the faculty elect to work without a contract. In any subsequent agreement, FAC would insist that salary increases be made retroactive to the beginning of the fall semester.

If the current contract expires without an extension, it is **not** possible for the administration simply to impose a new contract on the faculty. In order for management to impose a new labor contract, both sides must have bargained to an impasse, which means that both sides have become entrenched in their respective positions and no hope for an end to the deadlock exists. Again, please be aware that your officers and Table Team have no intention of allowing an impasse to occur, and therefore no contract can be imposed upon the faculty against its collective will. The Executive Committee is dedicated to negotiating a contract that the rest of the faculty can endorse, and even if the process of coming to such an agreement takes a good deal of time, we remain convinced that we will eventually succeed. We also remain confident that an agreement reached before the end of the spring semester is not out of the question.

Tuition Benefits: Eligibility and Taxation

*by Kevin Nordberg
Contract Administration Officer*

Recently faculty members were notified that the procedures for requesting tuition benefits for employees or their families had changed so that applications would have to be submitted online. In the process of completing the online application, faculty members may have noticed that one of the screens dealing with “eligibility” of the faculty member’s child seems to imply that the child of a faculty member must be a *dependent* under the federal income tax meaning of that word in order to be eligible for the contractually mandated (Cf. Article 19 of the *Contract*) tuition remission benefit. *That is not the case.* However, we must distinguish between a) the child’s eligibility for the benefit under the contract and b) the possible taxation liability *for the faculty member and not for the child.*

First, let me relay to you a little background about changes in the design of the application form as it migrated from paper to its current online incarnation. The old paper form had a section dealing with eligibility which requested information about the relationship of the person claiming the tuition benefit to the employee. Also in that same section of the form were a couple of questions asking whether the child was a dependent either of the faculty member or, in the case of a divorce, whether the child was claimed as a dependent of the ex-spouse. In the new electronic version of the application, the questions about the child’s eligibility based on his or her relationship to the person seeking the tuition benefit are determined automatically from information that the University has in employment data. But the questions about the child’s status as a federal tax dependent of either the faculty member or an ex-spouse still had to be

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Luncheon Menu

for May 9th Meeting

- **Mixed Green Salad with Two Dressings**
- **Pork Chops with Sauerkraut**
- **Garlic Mashed Potatoes**
- **Eggplant Bombardo**
- **Sauteed Snow Peas with Red Peppers**
- **Rolls and Butter**
- **Favored Cookie Assortment**
- **Usual Beverages (Coffee, Tea, Soda, and Water)**

Serving will begin at 11:15 a.m. in the Eagen Auditorium.

TUITION BENEFITS

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asked and were kept in a section of the online application that remained labeled "Eligibility". The Human Resources Department has advised me that they will be changing the heading of that particular section to avoid confusion.

So as far as your children's *eligibility* for tuition remission is concerned, nothing has changed from what is listed in Article 19 of the master agreement (*Faculty Contract*). Briefly, your child is eligible for tuition remission benefits at the University for any credit bearing catalogue course taken here up to and including the academic year in which s/he turns 24 years of age. Please consult that Article 19 for other details governing this benefit.

However the potential federal, state, and local income tax implications of this benefit are separate from the contractual language negotiated by FAC and the University Administration and subject to neither FAC's control nor the Administration's control. Briefly, as I understand it, the regulations dealing with income tax liability for tuition remission for children or spouses are as follow. (Since I am not a tax lawyer, please consult with people who have a competency in tax law if you have a problem with the taxation part of this benefit.)

Tuition benefits for *graduate level courses* for children and spouses are considered *taxable income for the employee*. Note that the tax law views the benefit as an income benefit to you even though it is your child who would be taking the courses. If it is a case of the employee herself or himself taking the graduate level courses, there are some narrow conditions under which graduate tuition is considered non-taxable. If you yourself are planning on taking graduate level courses, please consult with the Human Resources Department for an assessment about your individual case.

Tuition benefits for *undergraduate level courses* for children and spouses are considered *non-taxable* if the benefits are provided for children or spouses qualifying under any of the following conditions: (the first two conditions are included to clarify the later conditions)

- (a) a current employee;
- (b) a former employee who retired or left on disability
- (c) a widow or widower of an individual who died while an employee;
- (d) a widow or widower of a former employee who retired or left on disability;
- (e) a dependent child or spouse of any person listed in (a) through (d) above. (A dependent child of divorced parents is treated as the dependent of both parents.)

I know that many faculty members believe that undergraduate tuition remission for their children involves no tax liability whether their children are dependents or not. Tuition remission is tax free only if your child is your dependent on your federal income tax filing. This is why the tuition remission form must ask you about the dependency status of your child. It is an IRS requirement. It may indeed affect your income tax liability, but it does not affect your child's eligibility for tuition remission as one of your benefits in the *Contract*.

A special thanks to Darrell Frederick (Human Resources), Dave Christiansen (Treasurer), and their staffs for helping me reach an understanding of the difference between eligibility for a tuition benefit and the tax implications of that benefit.