

# Minimal Compliance

## **What Minimal Compliance Means – and Why It Matters**

**Minimal compliance** means that union members agree to comply with, but not go beyond, the conditions of the Collective Bargaining Agreement (i.e., the *Faculty Contract* (FC) and the *Faculty Handbook* (FHB)) as this agreement articulates our minimum work requirements. This approach is also sometimes referred to as “working to contract.”

When faculty routinely "go above and beyond," it can **mask** the ways in which our **labor is undervalued**. Our minimal compliance communicates dissatisfaction with the **administration’s minimal efforts at bargaining a fair contract** without breaking rules. It's a form of **lawful collective action** that underscores the **value of faculty contributions**.

By stepping back from voluntary/uncompensated or undervalued labor – like taking on extra advising, committee work, or unpaid mentoring – faculty reveal **how much the institution relies on uncompensated or undervalued labor** to function smoothly. This, hopefully short-term, act helps build a stronger case at the bargaining table for improved compensation and conditions.

And importantly, when minimal compliance becomes widespread, it can **create operational pressure** on the administration. This pressure reminds management that faculty are the backbone of the institution and that **progress in negotiations towards a contract that values faculty’s labor matters to institutional stability and success**.

Minimal compliance is a **visible, shared action** that can build solidarity. It provides a **way for all members to participate in negotiations** – not just those on the bargaining team – by reinforcing the importance of **standing together**.

Should the members of FAC vote to adopt a status of Minimal Compliance, faculty members would of course be expected to **uphold all their responsibilities outlined in Sections 5.4 and 6.0.E of the FHB** but to **refrain, while in Minimal Compliance Status, from engaging in any activities that are not contractually mandatory**.

What Minimal Compliance is Not:

- A strike.
- Insubordination.
- About lowering standards or “hurting” our students – it's about enforcing boundaries to make the need for a strong and fair contract impossible for the administration to ignore.

Pending adoption by a vote of the FAC members to take place May 28 – 30, 2025, [Stage 1 of Minimal Compliance](#) will **begin on Tuesday, June 3**, and if, by Monday, September 1, 2025, there is no successor collective bargaining agreement ready for FAC members to consider for ratification, then [Stage 2 of Minimal Compliance](#) will **begin on that date**.

If at any time you have **any questions about what either stage of Minimal Compliance** would or would not involve, please **do not hesitate to reach out to a FAC Officer**.

# Minimal Compliance – Stage 1

## Starting Tuesday, June 3

### **Minimal Compliance – Stage 1: Scope, Expectations, and Actions**

Minimal Compliance – Stage 1 focuses on the non-contractually-mandated categories below.

1. **Additional Teaching** – Readers, tutorials, and independent studies are not considered part of the normal teaching load (see Section 5.5 of the FHB and Article 6.B of the FC) and are **optional** at any point in the year. Furthermore, overloads and distance learning (a.k.a. online) courses are specified in the Handbook as **optional** teaching opportunities (see FHB Section 5.7 and Appendix XI.D.1.a).

For this stage, FAC is **NOT** calling upon union members to decline teaching summer session courses, readers, tutorials, and independent studies, or overloads or online courses during the fall semester **if they have already committed to doing so at the time Stage 1 begins**.

However, faculty are asked to **decline**

- any additional summer teaching in any form and
- new readers, tutorials, independent studies, overloads, or online classes for the fall semester.

That said, should it be **immediately necessary** to offer a one-on-one teaching experience (e.g., reader, independent study, etc.) **to support a student's graduation timeline** in the upcoming academic year, FAC Officers leave it to the discretion of the individual faculty members whether or not to accept such additional teaching assignment(s) during Summer and Fall 2025. However, if such a request **can be deferred** without jeopardizing a student's graduation in the current academic year, faculty are **asked to defer** until we have lifted Minimal Compliance Status. Faculty discretion in these cases ensures we continue to prioritize student success without undermining our collective position. As you feel comfortable, we encourage you to discuss with the student(s) the reasons for deferring this until we have a fair contract.

2. **Unscheduled Student Meetings** – Faculty are not expected to be available at all times and should **avoid** holding meetings with students that have **not been scheduled in advance**.
3. **Non-Instructional Professional Activities and Events**

For these types of activities and events, **our absence or a collective action** can serve as a visual reminder of where and how faculty contribute to the life of the University. **Unless FAC calls for collective action**, faculty are asked **not to volunteer to plan, attend, participate in, or assist with these activities or events**.

We offer some categories and examples below and may offer more as they come up. If you have **any questions about a particular activity or event** at any time, please **do not hesitate to reach out to a FAC Officer**.

- a. **Special or Ceremonial Events** – Some examples include:

- [Reunion Weekend](#), June 6 – 8, 2025
- [Fall Welcome Weekend](#), August 23 – 24, 2025
- Opening of Weiss Hall, expected to open for Fall 2025
- Fall Convocation, often on the first Friday in September
- University Picnic, often on the first or second weekend in September
- [Family Weekend](#), September 26 – 28, 2025
- Pet Therapy

b. **Administrator-organized Workshops, Trainings, and Forums**

c. **Non-mandatory Reports/Surveys**

4. **Summer Service Requests** – While faculty have various service expectations over the duration of their employment, a significant number of faculty are not on contract during the summer months nor is it specified what time of the year we must meet service expectations.

If it is **not essential or urgent (i.e., not time sensitive)** that service activities take place during the summer, faculty are asked to **refrain from this work over the summer**.

Further, faculty are asked to **decline or defer new service requests** until we have lifted Minimal Compliance Status.

We offer some examples below and may offer more as they come up. If you have **any questions about a particular service activity** at any time, please **do not hesitate to reach out to a FAC Officer**.

Some examples include:

- Chairing or serving on Middle States Self-Study committees/groups
- Student Orientation – for new and for transfer students (unless specifically named as a responsibility for you as a Program Director)
- Agreeing to serve on various committees, working groups, task forces, advisory groups, etc.
- Agreeing to help in establishing external partnerships (e.g., with advancement or for articulation agreements)
- Participating in groups reviewing and revising University policies such as the Non-discrimination and Anti-Harassment policy (which is work anticipated to be scheduled for this summer)
- Convening or participating in advisory groups/committees
- Providing facilities tours or demonstrations for prospective students
- Participating in University Review Board hearings
- Participating in student conduct educational meetings
- Curriculum development
- CTE new faculty mentoring program
- Developing a Schemel Forum/Class
- Strategic plan initiatives

5. **Miscellaneous** – The FHB requires faculty members to attend both department and University-wide faculty meetings, but it does not require such attendance at meetings or workshops at the college level. In particular, no department meetings are required in the summer and again, a significant number of faculty are not on contract during the summer months.

Further, faculty members should feel **no need to agree to meetings or to attend to emails or calls outside of the University typical weekday designated normal business hours of 8:30 a.m. – 4:30 p.m.** even if the meetings, emails, or calls pertain to our general responsibilities given in Sections 5.4 or 6.0.E of the FHB.

Service trips and retreats are also entirely voluntary. Moreover, the University frequently asks faculty members to participate in various online surveys or training sessions that are not mandatory, and you may freely ignore unless FAC calls on a common form of a reply/response.

Again, minimal compliance does not mean neglecting required responsibilities. For example, faculty are still expected to teach their regular course loads or fulfill librarianship duties, hold office hours, conduct appropriate scholarly work, attend department meetings in the fall and spring, and participate in necessary committee work, as outlined in FHB Sections 5.4 and 6.0.E. Chairs and program directors must also continue duties per FHB Section 4.4 and Article 36 of the FC. Additionally, within the parameters of Stage 1, faculty should have the opportunity to meet service and professional development goals related to reappointment, promotion, and tenure

## **Speaking with One Voice: Sample Messages for Minimal Compliance – Stage 1**

Minimal compliance is **effective** when it is **widespread** and when others, in particular administration, hears and sees us together in this **shared action**.

Our goal is for a short-term but impactful act to bring about a fair contract that protects and fosters faculty well-being and a healthy work-life balance and recognizes our value to our students, the University, and broader community.

To ensure the **administration understands *why* we are declining or deferring** certain activities, we encourage you to use the following message templates. Also consider **copying relevant administrators** when responding to such requests.

For **non-instructional professional activities and events**:

“Thank you for [ORGANIZING/HOSTING] [ACTIVITY/EVENT]. However, while faculty wait for a fair contract that reflects our value and supports faculty well-being, I am [DECLINING/DEFERRING] participation.”

For **service requests**:

“Thank you for thinking of me for [SERVICE TASK]. However, while faculty wait for a fair contract that reflects our value and supports faculty well-being, I am [DECLINING/DEFERRING] participation at this time.”

For **declining additional teaching as message to the administration** vs. students:

“While faculty wait for a fair contract that reflects our value and supports faculty well-being, I am declining [OVERLOAD/ONLINE/OTHER ASSIGNMENT] at this time.”

We also ask all faculty to **sign any email to the administration** with “*Fighting for a Fair Contract*” and to **add this phrase to your email signature**, if you use one.

## Minimal Compliance – Stage 2

**If there is not a full tentative collective bargaining agreement under consideration for FAC’s ratification by Monday, September 1, 2025, Stage 2 starts that same day, which is Labor Day!**

### **Minimal Compliance – Stage 2: Scope, Expectations, and Actions**

Minimal Compliance – Stage 2 focuses on the non-contractually-mandated categories below.

1. **Additional Teaching** – Under Stage 1, faculty agreed to decline to accept any new requests for summer teaching and new readers, tutorials, independent studies, online courses, or overloads through the fall semester (with some exceptions for readers, independent studies, etc. that were immediately necessary for graduation).

This request now **extends into Intersession and Spring 2026**.

If department chairpersons discover that this initiative makes it difficult to staff all their courses for Intersession or Spring 2026, we recommend that such issues be handed over to the deans. If necessary, FAC may also ask department chairs and faculty members to cooperate in eliminating such courses from intersession and possibly the spring schedule.

As stated in Stage 1, should it be **immediately necessary** to offer a one-on-one teaching experience (e.g., reader, independent study, etc.) **to support a student’s graduation timeline** in the current academic year, FAC Officers leave it to the discretion of the individual faculty member whether or not to accept such additional teaching assignment(s) during Intersession and Spring 2026. However, if such a request **can be deferred** without jeopardizing a student’s graduation in the current academic year, faculty are **asked to defer** until we have lifted Minimal Compliance Status. Faculty discretion in these cases ensures we continue to prioritize student success without undermining our collective position. As you feel comfortable, we encourage you to discuss with the student(s) the reasons for deferring this until we have a fair contract.

2. **Office Hours and Unscheduled Student Meetings** – In FHB Section 5.4, “Three [office] hours a week, allocated on at least two different days, will be considered the minimum requirement.”

Faculty are asked to **hold to that minimum of three scheduled office hours** and hence **refrain from unscheduled meetings with students**. However, **if students are truly unable** to attend your *scheduled* office hours, this does not preclude taking *appointments*. But overall, faculty should **avoid** holding meetings with students that have **not been scheduled in advance**.

Before the fall semester, we will provide a sign that faculty will be asked to post on their office doors that explains the reason for this structure and provides a convenient way for a student to email select administrators if they choose.

3. **Admissions Support** – Under Stage 1, we explicitly did not ask faculty to step back from admission support.

While a Program Director *may* have assigned marketing duties related to the recruitment of students, no other full-time faculty member has a required responsibility to support enrollment efforts.

Recognizing faculty members have been called on more and more to support enrollment efforts regularly putting in many hours of uncompensated time, faculty (unless a directly articulated responsibility for a program director) are asked **NOT to participate in Open Houses, Preview Days, Royal Days/Student Visits, individual student inquiries/calls/campus visits**, and so on.

No doubt, the faculty value in this extra-contractual support of admissions and enrollment efforts is substantial and to be clear, we are also **not implying this type of work is now expected work of faculty post minimal compliance!**

4. **Non-Instructional Professional Activities and Events** – As with Stage 1, for these types of activities and events, **our absence or a collective action** can serve as a visual reminder of where and how faculty contribute to the life of the University. **Unless FAC calls for collective action**, faculty are asked **not to volunteer to plan, attend, participate in, or assist with these activities or events**.

See Stage 1 for examples and if you have any questions about a particular activity or event at any time, please do not hesitate to reach out to a FAC Officer.

5. **Fall Service Requests** – While faculty have various service expectations over the duration of their employment, if it is **not essential or urgent (i.e., time sensitive)** that service work take place during the fall, faculty are asked to **refrain from service work until we have lifted Minimal Compliance Status**.

Further, faculty are asked to **decline or defer new service requests** until we have lifted Minimal Compliance Status.

We offer some examples below and may offer more as they come up. If you have **any questions about a particular service activity** at any time, please **do not hesitate to reach out to a FAC Officer**.

Some examples include:

- Supporting admissions efforts (see #3 above for details)
- Chairing or serving on Middle States Self-Study committees/groups
- Agreeing to serve on various committees, working groups, task forces, advisory groups, etc.
- Agreeing to help in establishing external partnerships (e.g., with advancement or for articulation agreements)
- Participating in groups reviewing and revising University policies such as the Non-discrimination and Anti-Harassment policy
- Convening or participating in advisory groups/committees
- Providing facilities tours or demonstrations for prospective students

- Participating in University Review Board hearings
- Participating in student conduct educational meetings
- CTE new faculty mentoring program
- Developing a Schemel Forum/Class
- Strategic plan initiatives

This action **does not include** University committees that primarily serve faculty or student needs, such as the Board on Rank and Tenure, the Faculty Development Board, any committees created by FAC or the Faculty Senate, or are tied to legal requirements, such as Institution Review Board for the Protection of Human Subjects (IRB), Institutional Biosafety Committee, and Institutional Animal Care and Use Committee.

If the service contributes in a meaningful way towards your progress for reappointment, promotion, and/or tenure and **cannot be fulfilled** through other activities or **cannot be deferred** until Minimal Compliance Status is lifted, FAC Officers leave it to the discretion of the individual faculty member to participate as they feel is necessary.

6. **Miscellaneous** – The FHB requires faculty members to attend both department and University-wide faculty meetings, but it does not require such attendance at meetings or workshops at the college level.

Further, faculty members should feel **no need to agree to meetings or to attend to emails or calls outside of the University typical weekday designated normal business hours of 8:30 a.m. – 4:30 p.m.** even if the meetings, emails, or calls pertain to our general responsibilities given in Sections 5.4 or 6.0.E of the FHB.

Service trips and retreats are also entirely voluntary. Moreover, the University frequently asks faculty members to participate in various online surveys or training sessions that are not mandatory, and you may freely ignore.

Beyond the asks of our FAC members outlined above, the FAC Officers have agreed that, in Stage 2, the union will adopt a position of **strict adherence to the CBA**. This means that, unlike our usual cooperative approach where the union may agree, when appropriate, to Memorandums of Understanding (MOUs) that allow exceptions to the FC or FHB, we will now hold strictly to the terms of the CBA. Exceptions will only be considered in truly unforeseen, exigent circumstances where inaction by FAC would result in significant and lasting harm to bargaining unit members.

## **Speaking with One Voice: Sample Messages for Minimal Compliance – Stage 2**

Again, minimal compliance is **effective** when it is **widespread** and when others, in particular administration, hears and sees us together in this **shared action**.

To ensure the **administration understands why we are declining or deferring** certain activities, we encourage you to use the following message templates starting **September 1, 2025**. You may also choose to **copy relevant administrators** when responding to such requests.

For **non-instructional professional activities and events**:

“Thank you for [ORGANIZING/HOSTING] [ACTIVITY/EVENT]. Because the University administration has not offered a contract that appropriately values the work of the faculty and so faculty are working without a new contract, I am [DECLINING/DEFERRING] participation.”

For **service (including admissions support) requests**:

“Thank you for thinking of me for [SERVICE TASK]. Because the University administration has not offered a contract that appropriately values the work of the faculty and so faculty are working without a new contract, I am [DECLINING/DEFERRING] participation at this time.”

For **declining additional teaching as message to the administration** vs. students:

“While faculty wait for a fair contract that reflects our value and supports faculty well-being, I am declining [OVERLOAD/ONLINE/OTHER ASSIGNMENT] at this time.”

We also ask that faculty members to use “*Working Without a Contract*” as a **sign-off in emails to the administration** and **add** this phrase to their **email signatures** (if you use one).