



An Update on Concurrent Annual Meetings
The Society of Biblical Literature
The American Academy of Religion
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As we finalize plans for the Annual Meetings in Baltimore this fall, we would like to report on several Meetings-related projects that have been recently completed.

The AAR and the SBL continue to have a strong, productive partnership. Our respective members, other stakeholders in the guilds we serve, and many related disciplines benefit from the Concurrent Annual Meetings of the AAR and SBL. The Concurrent Meetings serve the interests of our members, help to advance the many disciplines and areas of study we represent, maintain and advance the critical inquiry that characterizes the work of our societies, and are a high-profile event to advocate for the role our field plays in higher education.

We have held two Concurrent Annual Meetings (San Francisco 2011 and Chicago 2012) and are soon to hold our third, Baltimore 2013. On nearly every front, we judge the 2011 and 2012 Meetings to have been extraordinarily successful and we anticipate another success in Baltimore.

This is not to say that Concurrent Meetings have been without their challenges. In addition to the logistical work involved in holding such large and complex events, we have been confronted with two particular problems. The first had to do with the nature of our first Concurrent Meeting contracts and the second had to do with Labor issues. Together, our organizations have addressed both problems in substantive and constructive ways.

Concurrent Meeting Contracts: At the time we decided to begin holding Concurrent Annual Meetings, SBL and AAR each held contracts in different cities at different times. Obviously, to begin working together we needed to align our contracts to allow us to meet in the same city at the same time. However, breaking or amending contracts can become extremely expensive, with penalties in the hundreds of thousands of dollars. But by working closely with our meeting planners, and after several months of negotiations with hotels and convention bureaus, we managed to align our contracts with no penalties whatever. That happy outcome rested on our willingness to be flexible. In some cases, one organization joined the other's contracts. Sometimes, convention bureaus and hotels allowed us to amend contracts if we promised to return in a subsequent year. As you might imagine, this was a very complex situation from an administrative point of view. But practically speaking, the largest impact of these re-negotiated contracts has been the availability (or lack thereof) of prime meeting space. Because we made changes relatively close to the time of the Meetings, external factors came into play. In one case, for instance, another large group had

contracted a good deal of meeting and sleeping space in our city venue. This meant that our inventory of sleeping and meeting rooms were spread further apart than we might have liked.

We are pleased to report, however, that in 2014 we will begin holding Concurrent Meetings based on an entirely new set of common contracts that we negotiated after we decided to begin meeting concurrently. These contracts are more favorable to us and will allow us more flexibility in our planning and scheduling of space. The new contracts also contain another advantageous feature: by agreeing to book two meetings in some cities, we were able to negotiate excellent rates. Hence, we are going to San Diego in 2014 and 2019, Boston in 2017 and 2020, and San Antonio in 2016 and 2021.

In sum, we feel that the Concurrent Annual Meeting model is not only off to a fine beginning, but that it will continue to serve us well in the years to come.

Labor Issues: Without a doubt, the most vexing challenge of our first Concurrent Meetings had to do with labor issues in hotels in which we had contracted space. In San Francisco in 2011, we faced a situation in which the unions were advocating a boycott of the Hilton. We changed a number of our plans accordingly, and were pleasantly surprised to learn that the Hilton settled with the unions in advance of our Meetings and the boycott was called off. Last year in Chicago the situation was even more troubling. A boycott of the Hyatt properties forced us to change a number of our plans at considerable cost – both in financial terms and in terms of staff time. As we struggled to stage an excellent meeting, it became evident to the leadership of both of our organizations that we needed to address the labor issues head on and craft policies that would guide use in such circumstances, which will doubtless arise again.

With this in mind, the SBL Council and the AAR Board established a Joint Labor Task Force, which met at the Annual Meeting in Chicago (November 18, 2012), at the Luce Center in Atlanta (January 16, 2013), and by final conference call on June 17, 2013. Members included John Kutsko, John Strong, Brian Blount, Carol Newsom, and Dan Schowalter from the SBL and Jack Fitzmier, John Esposito, Warren Frisina, Rebecca Alpert, and David Kim from the AAR. John Esposito, the AAR President, and John Strong, Chair of the SBL Council co-chaired the Task Force. The Task Force developed a number of recommendations and policy initiatives, all of which have been unanimously endorsed by the Board and Council, and we have begun implementation of these decisions. Here is a summary of what we have done:

1. **Reaffirmation of a core principle:** The AAR and SBL confirmed their support of workers' rights and the principle and practice of collective bargaining. We recognize that not all union workplaces are preferable to non-union workplaces, but all things being equal and when there is a choice of hotels, our organizations will support union work places.
2. **Review of contract language:** Our experiences with labor issues caused us to ask a number of questions about how our contracts were drawn up, and if there were ways we could better protect ourselves from various liabilities. We were especially concerned about our contracts' force majeure language, which is designed to protect us in the event of unforeseeable circumstances that might prevent us from fulfilling a contract. We polled other ACLS organizations for relevant examples of their contract language and consulted at length with an attorney who specializes in this area of law. The process led us to adopt new contract language that we will use in all future contract negotiations. Though it remains to be seen how future negotiations will play out, we firmly believe that the new language provides us greater protection.

3. **Communication with contractual partners:** Just as we have amended our contract language to better protect ourselves, so too we have developed a series of direct questions about the labor situation in the properties we use.

With respect to future contracts with hotels, convention bureaus, and convention centers, we will always affirm our commitments to worker's rights, just labor practices, and collective bargaining. Moreover, we will make it plain that we intend to keep our members informed any labor disputes that might affect our Meetings. Finally, we will pose the following questions as a regular part of our negotiations:

- o Does your hotel employ union workers?
- o Does your hotel have a current labor agreement in place?
- o If so, when does it expire?
- o If it is currently expired, what is the current status of contract talks?
- o Is your hotel under boycott, threat of strike, or strike?
- o If you are under strike or boycott, how are you handling this situation?

With respect to contracts that are currently in place, we will set in motion a yearly review of our existing contracts that will revisit the questions noted above. If we discover that the labor situation in one of our contracted properties has deteriorated, we will alert property management that we are aware of the situation, that we encourage labor negotiations, and we reserve the right to reduce our liability by moving meetings, reducing Food and Beverage minimums, and so forth.

4. **Actions to be taken in the event of a labor dispute:** In San Francisco and Chicago, our organizations took actions to reduce our contractual liabilities and to reduce the inconveniences visited on our members. We alerted members as soon as we knew of hotel labor problems, we renegotiated Food and Beverage minimums and attrition penalties, we moved events out of boycotted space, and we rebooked sleeping rooms into non-boycotted properties. These actions helped ameliorate some of the adverse effects of the boycotts, and with this in mind we have developed a list of similarly defensive actions that we will automatically take when we learn of labor disputes at contracted properties.
5. **Development of a detailed contingency plan:** Not only have we prescribed the actions we will take when facing a labor dispute, but we have also begun work on a robust worst-case scenario plan. Our Conference Meeting Committee, which is made up of AAR and SBL staff members, will soon complete a plan that will be followed – not in the event of a boycott or dispute – but in the case of a strike, walkout, or natural disaster that causes us to consider moving or canceling a Meeting.
6. **Protection of members in overbooked situations:**With Meetings of our size and complexity, our hotels are sometimes overbooked, and our members are sometimes moved from the hotel at which they have a reservation to another property. Given the size of our room blocks, we cannot do a great deal to prevent this phenomenon. However, we do not want our members to be moved to labor-disputed properties. We will add this protection to our contracts to better protect our members.
7. **Revisit our Letter of Agreement:** A formal Letter of Agreement governs our Concurrent Meetings. Our plan has been to do yearly evaluations of our Meetings (we have done so) and to conduct a comprehensive review after three years of Concurrent Meetings (that is, after the Baltimore Meetings). The contract and labor challenges we faced in 2011 and 2012, however,

caused us to ponder a number of complex issues relevant to the Letter of Agreement (e.g., ownership of the venture, allocation of revenue and expenses, ownership of contracts, ownership of intellectual property, termination of the venture, and so forth.) Therefore, in advance of the comprehensive review of the Letter of Agreement, and after a good deal of consultation with legal counsel, AAR and SBL have endorsed a “bridge agreement” that clarifies some of these points. The “bridge” is designed to use what we have learned in advance of the review, and we are quite certain that a number of its stipulations will, in fact, find their way into a revised Letter of Agreement. We anticipate that the review process will take place early in 2014.

8. **Preservation of organizational autonomy:** AAR and SBL have chosen to use the expression “concurrent meetings” to describe the November academic conference of AAR and SBL members. Indeed, since the inception of the concurrent meetings model, we have been keen to maintain our organization’s unique identities, customs, and practices. Our experiences over the last two years have demonstrated two things: we are different organizations with sometimes different approaches to complex ethical, financial, and legal issues, and we have developed a unique, constructive, and mutually beneficial partnership. If there is a genius to that partnership, it is due in part to our commitment to maintaining our individual autonomies. The SBL Council and the AAR Board are one in making sure that this commitment is part and parcel of the various agreements, policies, and contracts we have adopted.

We have accomplished much, and there remains much to do. We are happy to take your questions or comments on these matters, and we will continue to make reports on our progress. In the mean time, please accept our thanks for your continued support.

Sincerely,

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