

Contract Administration Committee (CAC)
Report: March 1, 2006 – August 31, 2006
** note: this six-month period is not always exact*

Formal Grievances (resolved, settled, or pending)

1. Non-renewals of Senior Lecturers (6 grievances)

Description: 6 faculty members (1 lecturer and 5 senior lecturers) were non-renewed in December 2005; UA grieved at Step 2 on the grounds that the non-renewals violated the terms of the contract because their Dean did not specify the grounds of non-renewal (the non-renewals based neither on poor performance nor on a lack of need for their work—terms specified in the CBA); the time-deadlines were almost immediately suspended in order to permit the University and UA to work out settlements

Status: all 6 faculty members have reached settlements with the University; details of settlements vary considerably

2. Reappointment / Tenure / Promotion (5 cases)

A. Description: a case left over from 2005 went to the Vermont Labor Relations Board; the crux of the case was the Provost's failure to follow the CBA and Unit's RPT Guidelines in terms of what is counted as scholarship; the case was presented at the Labor Board on April 18, 2006 by Stephen Finner, Senior Consultant, on behalf of the grievant and UA; a post-hearing brief was filed on May 18, 2006

Status: in 28 VLRB 325 (June 16, 2006), the Labor Board "dismissed a grievance contesting the decision of the University of Vermont to deny a faculty member's application for promotion from ... Associate Professor to ... Professor. The Board concluded that the grievants had not established that there were procedural violations in the promotion review process that materially and adversely affected the outcome of the case, or that the decision was arbitrary and capricious."

B. denial of promotion to Full Professor:

Description: an Associate Professor was denied promotion to full professor in April 2006; UA filed a grievance in May 2006; as required under the CBA, the case was referred to a 3-member grievance panel; panel unanimously sided with UA / grievant and recommended promotion; citing procedural errors outlined in the panel's recommendation, the Provost offered a settlement in which the grievant could resubmit his case; there was clarification on the proper guidelines those reviewing the case should be employing and a clear statement that promotion will be retroactive should the grievant now be awarded the promotion

Status: an MOU accepting the Provost's offer to resubmit the case was signed by UA and the grievant in August 2006

C. denial of promotion to Full Professor

Description: an Associate Professor was denied promotion to full professor in April 2006; UA filed a grievance in May 2006; as required under the CBA, the case was referred to a 3-member grievance panel; panel unanimously sided with UA / grievant and recommended promotion; the Provost did not overturn the negative decision (made by his predecessor) nor did he offer to allow the grievant to resubmit

Status: after consultation with the grievant, UA decided against taking this case to the Labor Board

D. denial of tenure

Description: an Associate Professor (who did not yet have tenure) was denied tenure in April 2006; UA filed a grievance in May 2006; as required under the CBA, the case was referred to a 3-member grievance panel; panel unanimously sided with UA / grievant and recommended that the grievant be allowed to resubmit case (with clear instructions to all parties that all contractual obligations be met in the review); despite the recommendation, and although he was unable to explain why the procedural violations did not violate the contract, the Provost upheld the negative decision of his predecessor

Status: after consultation with the grievant, UA filed an appeal with the Labor Board in August 2006 (possible hearing in November)

E. denial of promotion

Description: in a case involving an Associate Professor who had applied for promotion to Full Professor, UA convinced the Provost to stop the review process before making a final decision (so this case never technically became a grievance); the Provost cited a series of procedural irregularities that had made a fair and objective assessment impossible; the Provost offered a settlement in which the grievant could resubmit case; there was clarification on the proper guidelines those reviewing the case should be employing and a clear statement that promotion will be retroactive should the grievant now be awarded the promotion

Status: an MOU accepting the Provost's offer to resubmit the case was signed by UA and the grievant in September 2006

3. Workload (1 case)

Description: in January 2006, UA filed a STEP 1 grievance on behalf of an Assistant Professor; the grievance alleged that the faculty member's department head had violated the CBA by continually assigning work that was nowhere specified in workload plan; because this faculty member was being singled out for this treatment, we linked the grievance on workload to an allegation of discrimination and discriminatory harassment;

as stipulated in the CBA, the discrimination / harassment allegation was reviewed by the University's AAEO; while the AAEO's report did not precisely clear the department head, it did not support the claims set forth in the grievance; but the University did acknowledge that the department head had failed to adhere to the terms of the faculty member's workload plan; in the interest of improving the relationship between the faculty member and the department head, UA entered into an agreement with the University's Human Resources to work with both sides on communication and other problems

Status: the work with Human Resources continues; also, the faculty member has been assigned new work within the Unit (although same department head); we are currently working on a MOU to establish ground rules for any subsequent grievance based on an alleged repetition of the actions that led to the original grievance

4. Discipline (1 case)

Description: a faculty member lodged charges with the Dean alleging harassment from two colleagues; the case was referred to the University's AAEO for investigation. Prior to meeting with the investigator, the two faculty members sought the assistance of UA, which counseled them on how to respond to the investigation process. The investigation report cleared one faculty member but found that the other, while not guilty of the original harassment complaint, had subsequently retaliated against the complaining faculty member. In accordance with the contract, the Dean notified the faculty member that a letter of reprimand would be issued, to which UA responded that the proposed letter was overbroad and over reaching and that, in addition, it appeared that the investigator had violated the faculty member's Weingarten right to have a union representative present during an investigation at which the faculty member felt discipline might result

Status: after negotiations the faculty member agreed to accept a letter of reprimand far narrower in scope than the original proposed letter

Comment: All faculty should be aware of their "Weingarten rights." If you are summoned to a meeting or investigation that you believe might eventually result in discipline, you should affirmatively invoke your Weingarten right by saying "I believe that discipline might result from the meeting, and accordingly, I request that a union representative be present." You should also contact United Academics immediately upon receipt of a request to attend such a meeting.

5. Information request (1 case)

Description: a holdover from a grievance filed with the Labor Board in 2005; UA has filed a new grievance with the Labor Board asserting its right under Article 9.1 to get access to the dossiers of faculty members for comparison purposes in the processing of grievances

Status: before the Vermont Labor Relations Board (hearing date pending); UA is awaiting a Memorandum of Law to help in the preparation of this case

Concerns brought to the CAC

** Note: the CAC meets every two weeks during the academic year (and at least twice during the summer) to discuss concerns brought to us by bargaining unit members. Below are some of the issues that have come up during the past 6 months.*

1. University contribution to retirement for faculty members funded on grants outside the appointment period. This situation, which has been a real source of frustration and anger from many faculty members, resulted from a misunderstanding on the part of UA's bargaining team about the University's insertion of a single extra word ("annual") into the new CBA. UA's President has made several attempts to get the University to go back to past practice, but the Provost has shown no inclination to do so. We are currently examining whether the University's current practice is legal.

2. Workload: we have received numerous inquiries / complaints related to individual workload assignments as well as to the policies set forth by individual units regarding how workload assignments are determined. We have examined policies governing contractual stipulations governing release time for untenured assistant professors. We have initiated steps to convene a task force to examine University policies on workload assignments.

3. Salaries.

a) We have received inquiries about how performance raises were determined for 06-07.

b) We have examined the policies / procedures in effect in various units for distributing funds available for performance raises. In some cases, UA has raised objections to those policies / procedures, mainly that they were arbitrary and capricious.

c) We have been asked to approve some exceptions to the CBA's guidelines governing how the University might raise a faculty member's salary. In each case, UA has approved the University's decision to raise salaries for individual faculty members (the funds for these increases never come from money in the salary pool for that year).

d) We have received several inquiries about and we continue to struggle with the University about guidelines on external compensation.

4. Other exceptions to the CBA

a) We have been asked to consider some exceptions to the CBA's stipulations about the length of contracts that must be offered; these have usually been requests to make one-year appointments where the CBA calls for a multi-year appointment (these were generally approved when the choice was non-renewal for the bargaining unit member).

b) UA has made multiple requests to the University concerning the bargaining unit status of faculty members (e.g. asking that a faculty member be allowed to come up early for Senior Lecturer).

5. Benefits: We received several inquiries about, and consistently argued for contractual rights in the areas of: maternity leave, early retirement, tuition remission, vacation accrual
6. RPT actions: We have reviewed proposals from different units addressing how it will conduct reappointment, promotion, and tenure reviews.
7. We have had several complaints about CE's method of compensating faculty, especially for the development of on-line courses. We have pushed the University to follow contractual stipulations regarding retroactive pay for teaching CE courses.
8. We have been looking into problems about how to define bargaining unit positions (or "unit clarification").
9. We worked on one case in which a faculty member was denied sabbatical
10. We received numerous inquiries about membership issues, especially for the part-time unit
11. We have looked into problems with proper dues deductions / agency fee for bargaining unit members
12. We have received several requests for help in resolving issues not clearly covered by the CBA:
 - a) reimbursement for monies spent as part of minority incentive funds
 - b) problems of workplace harassment unrelated to discrimination

If you have questions / concerns involving contract issues, terms and conditions of employment, etc. (or if you are interested in serving on the committee), please contact a member of the CAC:

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