

Contract Administration Committee (CAC)
Report: March 1, 2007 – August 31, 2007
** note: this six-month period is not always exact*

A. Formal Grievances (resolved, settled, or pending)

1. Tenure-denial (1 case)

Description: a case left over from 2006 (CEMS) that had gone to the Vermont Labor Relations Board; grievance filed on grounds of Article 14.9

Status: VLRB decided in favor of the University

Comments: The following was sent from Union President David Shiman on 1/15/08

Dear Colleagues,

In mid-October, Provost Hughes sent a letter to chairs and deans in which he reflected on a recent Vermont Labor Relations Board (VLRB) decision. The Board ruled in favor of the university administration on a denial of tenure grievance brought by United Academics. We have concerns about this decision that we will try to address at the bargaining table in 2008. (Negotiations for faculty in the full-time bargaining unit start in early February, and UA members will be hearing from us throughout the semester on ways you can support our team, headed by Ross Thomson of Economics.)

At the Labor Board, UA argued that the university evaluators used "ghost criteria," particularly with reference to the candidate's failure to seek or obtain external funding. UA contended that this criterion was not part of the Reappointment, Promotion, and Tenure (RPT) standards of this department, and, therefore, could not be employed to evaluate the faculty member. The Labor Board did not accept our position and ruled in favor of the university administration's use of this criterion. It stated: "a candidate for tenure can be evaluated on efforts made to secure external funding... if external funding is available in the candidate's discipline and the candidate has been provided notice of an expectation to seek such funding" (VLRB report). Please note the word "and" in this sentence. This faculty member had been so notified in an earlier evaluation that grant seeking was expected. UA is disappointed and concerned that the Labor Board read the collective bargaining agreement between United Academics and UVM administration so differently than we do.

True, the contract does state the following: "In disciplines in which competitive grant and contract support is available, acquisition of external funding and a record of continuing support may be an indication of recognized research competence and productivity" (Article 14.5.e.ii, page 26). UA and the administration had agreed to the language in the current contract. However, it was never intended to have required grant seeking or acquisition but only to recognize it as another type of scholarly productivity. The university administration went against the bargaining history, which UA clearly laid out at the Labor Board hearing.

Potentially, a chair could provide "notice of expectation" on a range of duties that have no mention in the contract or RPT guidelines. If that were done, a faculty member would suddenly face the very real possibility of being denied reappointment, tenure, or promotion on the basis of a ghost criterion. Therefore, it is essential to get absolute clarity from your chair when going through the reappointment and workload agreement processes. You need to clarify the

relationship between work assignments and the RPT expectations.

If you have concerns about "ghost criteria" that appear to have been inserted in the green sheets, contact United Academics' Contract Administration Committee (cac@unitedacademics.org) immediately.

Let me include the final paragraph from Provost Hughes' letter to chairs and deans. He seems to set limits on what criteria can be employed in the RPT process. Thus, we are pleased that the university's official responsibility for evaluating quality was upheld. We also conclude that care must be taken to ensure that all reviews apply relevant procedures and criteria as stated in the CBA and departmental and/or college Guidelines.... [E]valuative judgments need to be transparent with clear references to the evidence in the dossier that is under consideration and the specific criterion or criteria being applied to arrive at the assessment. (Hughes letter, October 19, 2007)

As the Provost addresses the deans and chairs, let me address my faculty colleagues. We must be defenders of the contract as we evaluate our peers. We must not accept ANY criterion that is not explicitly stated in the collective bargaining agreement or departmental/college guidelines... and the latter guidelines are to be developed by the faculty, as the contract states. We must stick up for faculty rights, the collective bargaining agreement, and the RPT guidelines. To do otherwise is to harm our peers and undercut the power of the contract to which we have agreed.

If you have a specific area of concern related to this matter please contact cac@unitedacademics.org.

2. Denial of promotion to Full Professor (2 cases)

Description: two holdover cases involving Associate Professors (RSENR / CESS) who applied for promotion to Full Professor; in both cases (one through a grievance and one through a pre-grievance settlement), UA convinced the Provost to permit the faculty members to resubmit their cases; there was clarification on the proper guidelines those reviewing the case should be employing and a clear statement that terms of promotion would be retroactive should the grievants be awarded promotion

Status: promotions granted in both cases

3. Denial of reappointment / Assistant Professor (1 case)

Description: faculty member in CEMS was turned down for his second reappointment; grievance filed under Article 14.9 (School Director and Dean failed to follow the terms of CBA and departmental RPT guidelines)

Status: settlement reached; faculty member will be leaving UVM; will have no record of non-reappointment

4. Personnel File (1 case)

Description: a faculty member in CALS requested that Dean remove a document containing inaccurate statements placed in faculty member's personnel file by department Chair; Dean refused; UA filed a grievance following Article 17.11

Status: Dean agreed to remove document

Comments: despite agreeing to the basic remedy sought through the grievance, Dean of CALS refused to acknowledge that the Chair had knowingly placed inaccurate statements (including accusations of professional misconduct) in the personnel file; Dean seemed not to understand the contract provision

5. Workload (1 case)

Description: faculty member in CAS was assigned a lower course equivalency for teaching a second section of a course (standard practice is for multiple sections of courses to be assigned same course equivalency); grievance filed on grounds of Article 16.2 (that department Chair's decision was "arbitrary and capricious")

Status: grievance resolved at Step 2

Comments: acknowledgement that, in certain ways, this teaching situation was unique; agreement by Chair that he would not repeat this workload plan

6. Appointment status (1 case)

Description: faculty member in CAS was given an appointment that placed her in PT-unit after having received a workload form that listed her AY 08 FTE as 1.0; UA grieved under 16.2—that Chair did not properly consult with faculty member about the workload / appointment change

Status: settlement pending

7. Salary dispute (1 case)

Description: research faculty denied 9% salary increase (see CBA 18.3.b.iv) despite meeting all criteria; grievance filed

Status: settlement pending

Comments: UA is investigating to see if, in previous years, University did not properly compensate some research faculty members

B. Individual cases that did not become formal grievances

1. Discipline (3 cases)

UA has provided representation in cases involving actions defined under the discipline grievance article: two cases involved allegations of sexual harassment and one case involved allegations of professional misconduct (one case was settled—faculty member left the University; in one case, faculty member accepted a two-week suspension; one was is pending).

Comments: the University continues to demonstrate an inability to handle these cases correctly. In one case, a Dean violated the University's own policies on confidentiality (no action taken as far as we know), and in one case an investigator from the Office of AAEO violated a faculty member's Weingarten Rights regarding rights to Union representation during an investigation (the University has not taken any disciplinary action against the Investigator)

2. Workload (multiple cases)

UA received numerous inquires / complaints related to individual workload assignments as well as to the policies set forth by individual units regarding how workload assignments are determined. We are investigating efforts by administrators to force faculty members into doing work not listed on their workload or to do more work than is specified on workload. We have counseled many faculty members about appropriate FTE allocation (on such matters as advising, budget-keeping, teaching loads)

3. UA prevented a Department Head in Library from imposing the requirement of a signed MOU before a faculty member could use accrued vacation time

4. UA prevented University from requiring an already tenured faculty member to go through the tenure process

5. UA raised concerns about a Chair in a department in CALS who refused to meet with faculty members about workload and for annual evaluations; Associate Provost compelled Chair to meet contractual obligations

6. UA investigated possibility that University had been pro-rating Professional Development Funds for departments with faculty on sabbatical; we are currently satisfied that University is meeting contractual obligations

7. UA helped three faculty members determine RPT procedure governing a split appointment

8. UA is investigating possibility of unit erosion in non-reappointment of faculty members in CE

C. Other 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. out-of-appointment-period work: University has refused to recognize the full implications of 16.3.a of CBA; it won't even acknowledge that Deans are permitted to make "individual arrangements" with faculty despite the explicit language of 16.3.a; one case here involved members of CAS's Academic Standing Committee: committee refused to meet out of appointment period and Dean convened meeting without faculty involvement, thus violating the by-laws of the College

2. Dean in CESS wanted to impose restrictions on faculty traveling out of state; a "form" was devised that appeared to require Dean's approval to travel out of state for any reason; although Dean has informed the Union that this was "optional," she has yet to inform members of her College

3. continued concerns about University's tardiness in establishing the Health Insurance Working Group as required under Article 20.11 (though some movement on this)

4. UA expressed concerns regarding RPT guidelines for faculty assigned to new Learning Centers

5. UA helped resolve uncertainty on carry-over allotment for faculty on 12-month appointments
6. UA involved in discussions with University Ombudsperson regarding bullying of faculty by administrators
7. UA raised concerns that Deans have not been using terms of individual workload forms to establish annual performance increases
8. UA is investigating allegations that University is intentionally blocking lecturers from moving from PT to FT unit even where work is available
9. Salaries: 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).
10. Other exceptions to the CBA: 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)
11. Benefits: We received several inquiries about, and consistently argued for contractual rights in the areas of: maternity leave, early retirement, tuition remission, vacation accrual
12. We have raised concerns about the time-frame for submitting a rebuttal in an RPT action; the University has agreed to recognize those concerns as legitimate and has agreed to work harder to guarantee that faculty members are not squeezed out of their contractual rights.
13. other major issues under consideration by CAC
 - a) Conflict of Interest policy: UA has worked to get the University to recognize the difference between "conflict of interest" and conflict of time commitment; the University seems obsessed with micro-managing our lives away from the University (attempting to limit our right, for example, to run for the local school board)
 - b) Health Care benefits for retire members
 - c) PeopleSoft issues (a whole range of problems); University is in serious denial about the extent of problems

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:

David Shiman / Education (UA President): 6-1428 / David.Shiman@uvm.edu

Andrew Barnaby / English (UA Grievance Officer): 6-4151 / Andrew.Barnaby@uvm.edu

* *Dan Krymkowski (Sociology) will be taking over as Grievance Officer in January 08*

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