



*protecting academic quality*

May 6, 2009

TO: United Academics Bargaining Unit

FROM: Dan Krymkowski  
UA Grievance Officer  
Chair, UA Contract Administration Committee

RE: Update on Our Activities

The Contract Administration Committee (myself, David Shiman—UA President, Linda Berlin—Extension Faculty Member, and Stephen Finner—Consultant) have been even busier since our last report to you. We discuss an issue or answer a faculty inquiry on almost a daily basis. Since I began reading Committee emails in the Fall of 2007, there have been more than of 6,500 of them. Given its ever increasing workload, contract administration will require the participation of more of you in the future. To that end we urge you to consider a grievance and contract administration workshop, which will be conducted for delegates, department representatives and other any other interested members in late September.

A summary of our recent activities follows.

- (1) UA settled the grievance in which we asked the University for written justification for the non-reappointment of two Extension Faculty Members. In order to do so, we had to advance the matter to the Vermont Labor Relations Board. However, in a preliminary meeting with the Board's Executive Director, the University indicated a willingness to settle the matter. The terms of the settlement state that the University will have to provide written reasons for the non-reappointment of any NTT faculty member, if there are criteria for reappointment in the contract. This means that reasons (in the form of a check box) must be provided for Clinical Faculty, Extension Faculty, Library Faculty, and Senior Lecturers.
- (2) The Union filed an Unfair Labor Practice charge with the Vermont Labor Relations Board against the University for failing to negotiate the terms of its new Policy on Research Misconduct. (A ULP is filed when we allege the University has violated some aspect of labor law while a grievance is filed when we charge that the University has violated the contract.) Labor law requires the University to bargain any change to our terms and conditions of employment, and UA contended that this policy did just that: it involved potential discipline against faculty and only sparingly mentioned the contractual disciplinary procedures in this connection. At a preliminary meeting with the Executive Director of the Vermont Labor Relations Board, the University indicated its willingness to settle this matter. We are involved in talks with the University as to how to incorporate additional language into the Policy referring more explicitly to our contract.

(By the way, we encourage faculty to peruse the University's Policies Web Page from time to time and read policies that might affect them.)

- (3) UA filed a grievance on behalf of five female faculty members in a certain department alleging salary discrimination on the basis of gender. The University referred the matter, which it may do under the contract, to the Office of Affirmative Action and Equal Opportunity (AAEO) for investigation and a report. The report clearly and completely supported the union's contention that there was salary discrimination on the basis of gender, and we are now awaiting the Step 2 response of the Dean.
- (4) UA filed a grievance under the safety article in connection with lead dust, mold, and faulty wiring in the Sociology Department's building. The grievance asked for an assessment of the extent of the problem, and the University has begun conducting one. Thus, we have withdrawn the grievance for the time being. We reserve the right to file it again if the need arises.
- (5) We have represented faculty at a variety of investigatory interviews. These are situations that could potentially lead to discipline against a faculty member. Some of these occur at the Office of AAEO when a faculty member is charged with a violation of the University's policies in this area. Others occur with deans, or with administrators such as financial auditors.
- (6) We negotiated the forgiveness of the penalty for a late sabbatical report for a faculty member whose report was just two days late owing to extenuating circumstances. We tried to obtain forgiveness for other faculty as well, but the University refused because these reports were even later.
- (7) We continue to analyze workload forms from various departments, looking for arbitrary and capricious behavior. Faculty should keep in mind that this is a very high bar for the Union to meet. The workload assignment really needs to be outrageously unfair. Also, we'd like to note again that signing a workload form does not necessarily mean you approve of the assignment. It simply means that you have received a copy of the form and agree to do the work. You might want to send an email to your chair to emphasize this if you find yourself in such a situation.
- (8) We have been consulted by three faculty members who were denied promotions this term. We are currently reviewing their dossiers.
- (9) We have signed a Memorandum of Understanding with the University regarding Clinical Faculty. Several of these faculty expressed concern that new contract language requiring particular degrees for appointments at certain levels would result in their being demoted. The terms of the MOU guarantee that there will be no demotions.
- (10) We are discussing with the University the appropriateness of an individual "Statement of Expectations" being used for new probationary faculty in a certain department. The Union has three concerns with these documents: (a) that they may constitute a type of individual negotiation not allowed under the contract; (b) that the five-year workload plan they include is a violation of the contract—we already have an annual workload form; (c) that such detailed, customized, long-range planning may not be in the interest of our faculty.

- (11) UA filed a grievance on behalf of a faculty member who received a letter of reprimand from his dean. As a form of discipline, such letters must meet what is called the “just cause standard” under the contract. This means that the burden of proof is on the University to justify its action. (The “arbitrary and capricious” standard, in contrast, places the burden of proof on the Union.)

I want to thank my colleagues on the Contract Administration Committee for their dedication, and I want to recognize Steve Finner in particular. Steve helps me extensively with the nuts and bolts of grievance work, and I simply would not be able to handle what is a heavy workload without his assistance.