

United Academics FT CBA Two Years Later

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Article 1 - Recognition

Summary: The article now incorporates a defined process to exclude other positions from the bargaining unit.

Process: If the University wishes to designate as confidential, managerial, and/or supervisory any position other than those listed above, the University will provide notice to United Academics of its designation, including the job description and justification for exclusion from the unit, at least 60 days in advance of the position start date with an opportunity to provide feedback by the union. If the union disagrees with the University's designation, the union may challenge the University's designation via a unit clarification petition filed by the union with the Vermont Labor Relations Board.

Article 1 – Lessons Learned

- **Only 1 has been agreed upon with UA**
 - Specific circumstances for a **temporary** vice chair due to unanticipated chair vacancy
- **UA's feedback has been around supervisory authority as it pertains to duties outlined in the CBA**
 - Example: 14.3 – “Department Chairpersons shall annually review the performance...”

Article 16 – Faculty Workload and Responsibilities

16.1 – Assigning work

“Department Chairpersons shall be responsible for scheduling the assignment of all faculty under their direction, subject to the approval of the Dean... will annual establish and maintain a written record of work expectations (a “workload plan”) for each faculty member after consultation with the faculty member...

Such consultation will normally take place in the Spring semester for the following academic year...

The faculty member is free to present their preferences regarding work expectations and assignment prior to or at such meeting.”

- Chairperson still retains authority even though faculty can provide preferences
- Keep conversations productive
- Be mindful of what is in email communications
- Ensure solid rationale in assignments

Article 16 – Faculty Workload and Responsibilities

16.15 – Process for developing course equivalency guidelines

The faculty and Chair in each department or equivalent unit shall develop course equivalencies for all credit-bearing instructional activities to which faculty may be assigned...

Following the participation and vote of the faculty, the Chairperson/ Dean's designee shall prepare a faithful summary of the advice received, both favorable and unfavorable on the guidelines. Those guidelines will be sent to the Dean, Provost, and faculty of the department or equivalent unit, along with the summary and a written record of the vote, for review. Upon approval by the Dean and Provost, the revised guidelines will be distributed to faculty and will be implemented in the immediately subsequent academic year.

Article 16 – Lesson Learned

- Additional grievances about procedural concerns
- The guidelines are drafted at the departmental level
- Dean's offices can provide guidance but be careful to not unduly influence
- Departments can choose to review at an earlier date than mandated by the CBA

Additional Agreements with UA

- **Came from University Operations group related to Faculty Affairs**
- **Changes to RPT timelines for faculty deemed to have been impacted by federal actions**
 - Memo emailed on September 22, 2025
 - 4 extensions were approved
- **Bridge Funding through teaching for Research Faculty**
 - Finalized with UA on October 27, 2025
 - Terms of the agreement ended with AY 25-26

Grievance Settlement Background

- **The University identified a compliance issue with not uniformly charging federal grants for effort reporting.**
 - The University moved toward a standard effort allocation of 10% per course across colleges
- **UA filed a Step 3 Grievance on June 25, 2025**
 - Alleged violation of Article 16.2: ““The weight given to a particular course in the determination of overall course load in FY 2011 shall not be reduced in a subsequent academic year, unless the course itself changes substantially in terms of class enrollment, level of preparation, availability of teaching or research assistants, or delivery mode, or because it has previously increased to support a new preparation by a faculty member. If the Dean makes any weighting change due to an overall department workload review, United Academics shall be informed.

Grievance Settlement Background

- **Grievance was held in abeyance**
 - Pending a Dean/Deans decision to implement weighting changes
 - Decisions were communicated on November 3, 2025
- **Grievance process recommenced**
 - Vice Provost Okech responded to the grievance on November 10, 2025

Grievance Settlement Background

- **The grievance response asserted it was allowable under Article 16.2**
 - The article should be read in totality
 - Specifically allows for: “If a Dean plans to make weighting changes to the typical percentage of effort allocations in a department or unit as part of an overall department or unit workload review, the department or unit faculty must be consulted. Such changes must be finalized by the end of the Fall semester prior to the academic year in which the changes will take effect. United Academic will be notified as soon as the changes are finalized.”
- **United Academics filed a Step 4 Grievance with the Vermont Labor Relations Board (VLRB) on December 10, 2025**
 - During the discovery phase, the University and United Academics reached a settlement.

Grievance Settlement

- **Grievance Settlement**

- Parties came to a mutual agreement to settle officially on 9/19/2026
- The parties continue to disagree as to the application of Article 16.2 and neither party concedes their position.

- **What the Grievance Settlement Does NOT do**

- The parties continue to disagree as to the application of Article 16.2 and neither party concedes their position
- Change the standards for expectations and evaluation set in Article 14
- Change the annual percentage pay increases set forth in Article 18

Grievance Settlement

- **Adds new subparagraphs to Article 16.4 as follows:**

16.4.d. No faculty member will be assigned to teach more than eight (8) course equivalencies per academic year as part of a regular, 1.0 FTE, workload. No faculty member's FTE will be reduced due to the standardization of workload per one course equivalent commencing in academic year 2026-2027. For example, if a faculty member taught a workload of eight (8) course equivalencies at 1.0 FTE during academic year 2025-2026, that faculty member will continue to be assigned a 1.0 FTE after standardization of workload in academic year 2026-2027 by adjusting workload assignments consistent with section 16.4.e. This adjustment will neither reduce nor increase current* faculty member workloads or FTE.

(*Current is defined as existing faculty workloads at the time that this agreement is fully executed.)

Grievance Settlement

- **Adds new subparagraphs to Article 16.4 as follows:**

16.4.d. (CONTINUED) By way of further example, if a faculty member's workload previously included assignments in addition to eight (8) course equivalencies, this provision does not entitle the faculty member to a reduction in workload assignments. The parties agree that newly appointed faculty will be assigned workloads using the same workload percentages per course equivalent as similarly situated existing faculty who are in the same department and or college/school and carry the same appointment type and rank.

Grievance Settlement

- **Adds new subparagraphs to Article 16.4 as follows:**

16.4.d. (CONTINUED) Newly appointed faculty will not be assigned workloads that are larger than the workloads of similarly situated existing faculty who are in the same department and or college/school and carry the same appointment type and rank. Any assignment to teach more than eight (8) course equivalencies per academic year must be assigned as “overload” teaching in accordance with Article 19.3.

Grievance Settlement

- **Adds new subparagraphs to Article 16.4 as follows:**

16.4.e. The standardization of workload per one course equivalent commencing in academic year 2026-2027 is not intended to, and shall not, expand the work expectations for any faculty member in order for the faculty member to maintain the same FTE as was assigned during the 2025-2026 academic year and to earn the same compensation as was earned during the 2025-2026 academic year.

Grievance Settlement

- **Adds new subparagraphs to Article 16.4 as follows:**

16.4.e. (CONTINUED) To maintain 100% effort after standardization of workload, full-time faculty's current effort under teaching, service, and/or research may be recharacterized and service and/or research may be accorded an increased level of effort, but under no circumstances will there be additional assignments that will expand work expectations for faculty. Should the parties wish to adjust the characterization of work to meet the needs of specific colleges, if this would result in additional assignments or otherwise expand work expectations, this may only be accomplished via an addendum to this side letter/settlement which is signed by both parties.

Questions? Comments?