Contract Tip: Administrators Interpreting the Collective Bargaining Agreement

Recently, a faculty member was told by her chair that she had to take parental leave in the semester her child was born and not in the next semester as she had wanted to do. Another faculty member was told by his chair he was responsible for providing or recruiting his sabbatical replacement.

In both cases, the chairs maintained that they were abiding by the collective bargaining agreement. However, in both cases the chairs were wrong and had misread or misinterpreted the contract. Unfortunately, these cases are not episodic or unique.

United Academics regularly receives queries and communications from members concerned about their chairs’ interpretation of a contract provision. The lesson to be learned is simple: Do not rely on your chair or other administrator for an interpretation of the collective bargaining agreement. If you have any reason to doubt or question a statement made by an administrator about a term or condition of employment or a statement made referencing the contract, check the Contract Tips page (www.unitedacademics.org/contracttips.html) first. If you don’t find an answer there, e-mail the Contract Administration Committee at contract@unitedacademics.org. Normally you will have a response within 24 hours.

If you feel the need to say anything to the administrator presenting the information, you can say something such as “Thanks, I want to think about this.” You may want to add (but don’t have to): “I’ll get back to you.” If you are comfortable saying “I want to check with United Academics,” it is a good way to put the chair on notice, and you have an unfettered legal right to communicate with UA on any matter regarding a term or condition of employment. Further, it is an unfair labor practice to interfere with that right or attempt to discourage or dissuade you from communicating with UA. However, you are not obligated to say anything about the union to the administrator.

If—after contacting UA—it appears that you have been given false information that will negatively impact you, UA will discuss with you the next appropriate steps. In most cases, we contact the Provost’s office, which informs the administrator as to the correct interpretation of the contract. In some cases, other action up to and including the filing of a grievance by UA may be appropriate.

A final note: Even if you are content to live with the erroneous interpretation of the contract, bringing it to the attention of UA may prevent it from being used again to the detriment of your colleagues.

If you have questions or concerns about this or anything else related to the contract, contact the Contract Administration Committee by sending an e-mail to contract@unitedacademics.org.