Boulder Faculty Assembly
UNIVERSITY OF COLORADO **BOULDER**

Collective Bargaining and Shared Governance at the University of Colorado Boulder

Task Force Report to the Boulder Faculty Assembly

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Introduction: What was our charge and why were we convened?

For several reasons, collective bargaining has recently surfaced as a salient issue for faculty at CU Boulder and across other campuses in the CU system. First and foremost, BFA members have been concerned about recent and ongoing threats to academic freedom, research integrity, and intellectual property protections, especially in the context of recent actions by the federal government. Second, recent developments in generative Artificial Intelligence (AI) have further emphasized the need for a strong faculty voice in any campus decision-making process that affects our teaching and working conditions. In addition, salaries throughout the University of Colorado system are under constant pressure, due to Colorado's high cost of living. Overall, the BFA continues to prioritize ensuring a strong faculty voice in campus and system decision-making, and maintaining faculty control of academic concerns. Given these and other faculty concerns, the Boulder Faculty Assembly wishes to explore collective bargaining, and its potential ramifications for shared faculty governance on our campus.

The need to build understanding of this issue is especially timely because on our campus, CWA (Communication Workers of America) Local 7799 has made a concerted effort to organize the UCW (United Campus Workers) union, and has been lobbying CU's Board of Regents to grant collective bargaining rights to faculty, staff, and student workers on the campus. If its efforts succeed, the Regents would agree to recognize organized collective bargaining units, and to bargain with whomever workers

elect to represent them, whether that should turn out to be UCW, or some other union. While a majority of the Regents has not yet agreed to recognize collective bargaining for workers at CU, the upcoming election may bring this possibility closer to reality. Given that the Boulder Faculty Assembly has endorsed the right to Collective Bargaining (BFA-2026-03-05-2-M), our shared governance leadership wishes to be prepared for this possibility. Indeed, when the Board of Regents sees that faculty have thought through the implications of collective bargaining for shared governance, this may encourage undecided regents to support it.

In this context, in May 2026, Boulder's Faculty Assembly (BFA-2026-03-05-1-M) charged a Working Group with:

1. Gathering and disseminating information about collective bargaining options relevant to the CU Boulder campus.
2. Examining the potential benefits, limitations, and implications of different collective bargaining approaches, based in part on interviews with faculty at other institutions of higher learning in addition to journal articles and other studies.
3. Engaging faculty governance bodies in transparent discussion and education about these issues; and
4. Reporting findings and recommendations to the Boulder Faculty Assembly within a timeline consistent with anticipated Regents' policy development and implementation. First, however, initial recommendations will be submitted to the BFA chair for reactions from the broader campus community by December 1, 2026.

We are a committee of six faculty with different roles (both teaching- and tenure-track) and coming from different colleges/schools. We have met regularly since June 2026, carried out individual and collective research,[1] and engaged in ongoing conversations regarding the options and possibilities for collective bargaining and its interface with shared governance at CU Boulder.

Definition: What is collective bargaining?

According to the Legal Information Institute at Cornell University Law School, collective bargaining is:

[1] Our research included: Reading/discussing research and exploring web resources; Interviewing faculty from peer institutions with a range of shared governance and CB experiences; talking with shared governance and union leaders at CU and in other institutions; attending AAUP's Biennial Meeting/Conference with focus on shared governance and CB.

> The negotiation process between an **employer** and a union comprised of workers to create an **agreement** that will govern the **terms** and **conditions** of the workers' employment. The result of collective bargaining procedures is a **collective agreement**. Collective bargaining is governed by federal and state statutory laws, administrative agency regulations, and judicial decisions. (https://www.law.cornell.edu/wex/collective_bargaining).

The most crucial aspect of this definition is that a "collective agreement" is legally enforceable through third-party mechanisms, such as courts and labor relations boards.

Are other faculty engaged in collective bargaining around the country?

Yes, increasingly so. As of 2024, there were 775 unions in higher education that included faculty (up from 574 in 2012), and 27% of faculty were unionized at that point. Of the unions representing faculty, 238 were members of the National Education Association, and 192 were members of the American Federation of Teachers. AAUP union representation is also common on college and university campuses.

While the majority of faculty unions are at non-Research 1 institutions, faculty at R1s are increasingly unionized as well. Such institutions (with the representing union in parentheses) include, among others, Rutgers (AAUP), SUNY (AFT), Florida (AFT), Oregon (AFT), Michigan (AFT), Illinois (AFT), Connecticut (AAUP), Cincinnati (AAUP), New Mexico (AFT). More than thirty R-1 institutions have unions representing their faculties. Many more R1 institutions have grad student unions.

A key source that we relied on for this report is: the National Center for the Study of Collective Bargaining in Higher Education and the Professions (Hunter College). This website contains a great deal of data, including 813 sample contracts/collective bargaining agreements, including several at research intensive (R1) universities like CU Boulder.
https://research-data.hunter.cuny.edu/ncscbhep/2024DirectoryofBargainingAgentsandContractsinInstitutionsofHigherEducation.pdf

Potential pathways for CU Boulder faculty to obtain the right to collectively bargain

There are **four possible routes** by which CU Boulder faculty might obtain collective bargaining rights:

1. **Regents change Regent Law to allow it and Regent Policy to regulate it.** This working group was formed in response to discussions among Regents regarding the possibility of approving Collective Bargaining for university workers. Thus, we begin by noting that the Regents could broadly approve collective bargaining rights for CU employees, and alter Regent Law to include such rights. Specifically, a majority of Regents (at least five of the nine) would need to vote in favor of this. This approval could include details and potential guidelines/limitations, such as whether bargaining units would have the right to strike.

In addition to a Board of Regents policy change, we identified three other ways that collective bargaining rights could be granted for CU faculty members:

2. **Through the state legislature**, i.e. through a bill. In 2022 an attempt was made to craft a bill and move it through the legislative process. However, among other factors, different unions participating in the negotiations disagreed about the importance of including the right to strike; ultimately[2] SB22-230 Collective Bargaining for Counties, passed without including collective bargaining rights for higher-education employees.

3. **A statewide referendum/popular vote**. Public service employees in Denver recently gained collective bargaining in this way: Initiative 2A passed with over 60% of the vote on November 4, 2025. Since receiving the right to collective bargaining through this initiative, workers at Denver Public Library recently voted to be represented by a union (DPLWE/CWA Local 7799).

4. **The "voluntary" route.** The Regents could simply vote (majority - at least 5 of 9) to recognize a specific union or bargaining unit and collectively bargain with that unit, without the need to alter current policy/Regent Law. Voluntary recognition could happen at any stage in the process (e.g., before Regent Law is changed, or before an election.) This option may not be durable: it might create confusion

[2] Historically, not all strikes have been legal; in fact, many of the most successful public sector strikes have been illegal (Burns, 2019). That said, according to UCW organizers, generally strike rights, while not essential for bargaining, are also not likely to be gained later.

regarding system, campus, and even college policies, and our conversations have suggested that in the current context it is unlikely.

Assuming faculty gain the right to collectively bargain, what would follow from that?

- Unions (or other organizations) will continue/begin to organize workers, by for example gathering their signatures on union cards, or on petitions indicating they are interested in having that union/organization represent them at the bargaining table.
- During the union card/petition signing process, multiple unions may vie for workers' signatures. It is through this signature-gathering process that a potential union is chosen for a potential bargaining unit. Unions organizing on our campus will certainly include UCW (CWA Local 7799), and may include others. Notably, AAUP (as an advocacy group for faculty) and CoWins (representing classified staff) also have presences on campus.[3]
- Once at least 30% of workers within a bargaining unit sign union cards, or a petition indicating they want a union to represent them, the National Labor Relations Board (NLRB)[4] will hold an election. If a majority of those who vote chooses the union, then that union can now represent the faculty in bargaining with administration (i.e. the Regents or their representative).
- It is almost certain that employees of CU Boulder would be in different bargaining units, aligning with those in similar positions of employment. This could happen in several ways. For example, all the faculty could be in one bargaining unit, or alternatively, different faculty types (tenure-track, teaching-track, etc.) could be in different units. Faculty and staff would almost certainly be in different bargaining units. However, it is common for differing bargaining units to act in solidarity with one another.
- Once elected to represent a bargaining unit, the approved union would communicate with workers in that bargaining unit to better understand what they would like in a contract.

[3] These first two steps may be bypassed if the "voluntary" route mentioned above occurs and the union can show the Regents that a majority of workers in a potential collective bargaining have signed their union cards or a petition.
[4] Your Right to Form a Union | National Labor Relations Board

- The union would then negotiate a contract with the university, i.e., the Regents or their representatives. This is frequently not a fast process; the first contract can take several years to complete.

To be sure, there are *many* steps before we are at a point of negotiating agreements between our Shared Governance institutions and any Collective Bargaining units on our campus. Attempting to imagine in advance how shared governance and collective bargaining might interact on a detailed level relate to one another is in some sense putting the cart before the horse. Nevertheless, that was a key part of our charge, and general principles for coordination can minimize conflict and confusion as the process unfolds. Many higher education institutions do have both shared governance and collective bargaining working alongside one another, whether contentiously or smoothly, whether in solidarity or in tension, and understanding the factors that influence these arrangements is key to ensuring the most beneficial outcomes for our campus workers. **The remainder of this document will explore this relationship.**

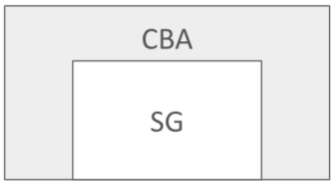
Relationships between shared governance and faculty unions

One core question is how a Collective Bargaining Unit (or union) representing faculty would work alongside existing forms of shared faculty governance at CU Boulder. In principle, there are several ways this relationship could unfold, each with some precedent in at least some existing Collective Bargaining Agreements (CBA) at other institutions. Indeed, there are actually very few limits to what can be collectively agreed to, as long as state and federal law are respected. However, three broad models of Shared Governance/CBA relationships are common:[5]

1. **Comprehensive Model:** At some institutions, CBAs cover most or all of the ground that is currently covered by faculty governance bodies at CU Boulder. In these cases, some areas that would traditionally be matters for shared governance at CU Boulder (such as governance committees, academic calendars, class sizes, procedures for choosing department chairs) are codified in the collective agreement, which potentially subordinates shared governance bodies such as faculty senates to the union as the primary body representing faculty. Overwhelmingly, however, agreements of this type occur at institutions (like community colleges) that had little to no tradition of shared governance prior to the negotiation of a CBA.[6]

[5] The section below uses a simplified version of the fourfold categorization in Bucklew et al. 2013 [https://journals.sagepub.com/doi/10.1177/0160449X13482734]

[6] See the Los Angeles Community College District CBA for an example of such a contract.



Historical precedent and comparison to peer institutions suggest that it would be unlikely for a CU Boulder faculty union to choose to negotiate this sort of structure.

2. **Restrictive Model:** On the other end of the spectrum, it is fairly common at public R1 institutions[7] for CBAs to include only peripheral references to shared governance, and to exclude those activities from the CBA. These sorts of CBAs focus narrowly on salaries, benefits, grievances, and other traditional core workplace issues related to compensation and working conditions, although even such narrowly focused agreements typically include a section on academic freedom. In this model, there is a need for ongoing communication and often strategic collaboration between the CBU and shared governance bodies, to maintain appropriate boundaries and to meet faculty needs across all areas.



This would certainly be an option for CU Boulder, as it is one that some of our peer institutions have chosen.

3. **Co-Determination Model:** Significantly, it is also possible for CBAs to affirm, reinforce, and - if desired - give legal backing to shared governance structures. Some CBAs refer to existing shared governance policies, but exclude them from bargaining processes and instead affirm their traditional practices for ensuring faculty involvement in modifying them (Permissive Model). Others, meanwhile, not only refer to existing policies on shared governance, but they do include them in bargaining - thus requiring the university to adhere to them, allowing for third-party arbitration in case of conflict (Co-Determination Model). Especially in these kinds of interconnected collective bargaining/Shared Governance relationships, it is important that the

[7] See the University of Florida CBA for an example of such a contract.

roles of and relations between the union representing faculty and existing faculty governance structures be carefully thought out and defined.[8]



This arrangement has precedent among R1s,[9] and CU Boulder faculty may well find this model attractive due to the well-developed nature of faculty governance bodies on the campus and college levels.[10]

In either of these last two scenarios, there is potential for both symbiosis and conflict between faculty governance and a union. Where both exist, faculty governance bodies and unions typically, and appropriately, have quite different relationships with university administration—the former more collaborative, the latter more adversarial. Ideally, these two relationships complement one another in dialogue with university administration. Our interviews with faculty at other institutions suggest that having the union available to play an adversarial role can enhance the quality of faculty engagement with administration by freeing faculty governance to focus on collaboration. In the context of collective bargaining, **administrators cannot refuse to work with faculty** on issues defined within the CBA since **the CBA is legally binding**.

Potential for tension/conflict between shared governance and unions

Still, possible areas of tension may remain. The different relations the union and faculty governance have to administration can strain their relations with one another, so it is crucial to maintain open lines of communication between them. At the same time, *too* much overlap between leadership in faculty

[8] At the University of Kansas, for example, the preexisting faculty governance committee on faculty compensation was dissolved when the bargaining unit was formed because at that point the administration could legally only engage with the bargaining unit on salary issues.

[9] See the University of Kansas CBA for an example of such a contract.

[10] The language of the March 2026 BFA resolution on collective bargaining [BFA-2026-03-05-2-M] suggests as much: *Be it Resolved that the Boulder Faculty Assembly call on the entire Board of Regents to demonstrate their commitment to academic freedom and to the safety and wellbeing of the university community by voting to expand collective bargaining rights to university faculty, staff, and student workers, while maintaining their commitment to existing shared governance bodies and processes.*

governance and union leadership can create conflicts of interest, as well as create other potential legal problems. This is a delicate balance that can be difficult to maintain in practice.

For example, the California State University (CSU) system seems to have had a persistent history of tensions between its union and faculty senates. Some of this stems from factors unique to the CSU system: its union represents the entire CSU system, and the law enabling higher education collective bargaining in California defines the roles of unions and faculty senates ambiguously.[11] However, CSU's persistent history of conflicts still raises relevant concerns for us: we would need to make sure that unions are not intruding on shared governance structures, or seeming to pressure members of the faculty senate on issues before them. Within the CSU system, faculty at schools with stronger pre-existing systems of shared governance generally report fewer problems in the union-shared governance relationship. This points to the need to establish a clear division of responsibilities between unions and shared governance, and to establish clear, formal lines of communication between union and shared governance representatives.[12]

Despite the potential for conflict, it seems clear to us from the experience of our peer institutions that the advantages of establishing collective bargaining - adding weight to faculty voice by providing a legal backstop for disputes about the role of faculty in campus governance - outweigh any risks to shared governance.

Other considerations: special areas of concern

Alongside the larger relationship between shared governance and collective bargaining, these topics bear special mention:

> ***Dues.*** Unions charge dues to their members to cover costs (e.g., legal assistance during bargaining, representing members during grievances) and organizing activity. However, the Supreme Court's decision in *Janus v. AFSCME* (2018) means that public sector workers can opt out of union membership, and that unions may not charge these workers mandatory fees. Typically, CBAs include a provision for members' dues being deducted directly from their paychecks to ensure the collective bargaining process can be well funded and effective; in fact, unions have the right to deduct dues from paychecks directly in some situations even when there is no right to collective bargaining (e.g., University of Texas at Austin). At this point, although UCW has requested it, the University of Colorado has not yet allowed paycheck

[11] Schaefer 1987
[12] Castro 2012

deductions by unions. This will likely be a topic of discussion in any collective bargaining conversation that happens here.

Pay. Unlike shared governance, nearly all CBAs include specific provisions on salary, though the specifics can vary widely. Though there are higher-ed CBAs that follow the stereotypical union practice of codifying salaries based primarily or strictly on seniority, this is most common at institutions that do not have strong existing systems of rank and tenure (e.g., community colleges).[13] For R1 institutions with existing systems of rank and tenure, it is more common for CBAs to define salary *floors* for various positions, often with minimum or standardized annual raises and promotion raises.

Rank, promotion, and review. As with pay, nearly all CBAs will include specific provisions on rank, promotion and review. However, at institutions with existing systems, it is common for CBAs to retain or actually to codify existing procedures for merit and promotion review, and include those in the CBA. Even CBAs that have little reference to shared governance may nevertheless have extensive details regarding tenure (e.g., The University of Florida). **Collective bargaining does not, therefore, require giving up departmental or unit control of performance reviews, rank and tenure decisions, or merit raises.**

Conclusion and recommendation

Although there may be potential areas of friction between unions and shared governance, collective bargaining also provides opportunities to enhance and reinforce shared governance, and can give legal force to agreed-upon policies and allow for third-party arbitration in cases of conflict.

Effective coordination and communication between a union and shared governance may allow a shared governance body to collaborate more effectively with university administration on academic matters, with the union leading on matters concerning terms and conditions of employment, which may sometimes require a more adversarial relationship.

In our committee's judgment, the ideal model for CU Boulder and the BFA to pursue, should faculty gain collective bargaining rights, is one in which existing Shared Governance policies

[13] See the Los Angeles Community College District CBA for an example of such a contract.

be kept separate from a CBA, while also being affirmed and reinforced - with legal force - in the CBA itself (model 3 above).

Collective Bargaining represents an opportunity to enhance and reinforce Shared Governance and add weight to faculty voice on campus; we believe this is the most promising path towards that goal.

Frequently asked questions:

- What would be the relationship between the union (CBU) and our individual unit-level faculty governance units (CEAS, ASFS, SOE-GSC, etc.)?
    - It seems most likely that CBUs would primarily interact with the broader Boulder Faculty Assembly, but a CBA might potentially specify otherwise in some narrower circumstances. One could imagine several ways of organizing overall communication: perhaps a standing group that would include BFA officers, union officers, and one representative from each unit-level faculty governance group?

- What might be the impact of a CBA on our standing committees in BFA?
    - Depending on how responsibilities are divided up, several standing BFA committees could conceivably be impacted; these situations would need to be discussed. Here are two examples that occurred to us:
        - Would grievances, currently handled by the BFA's Grievance Advisory Committee, be handled by a union instead? And/or would grievances perhaps be split between a union and the BFA committee, depending on type?
        - Would topics concerning pay and working conditions, sometimes addressed by the Faculty Affairs Committee and/or Teaching Faculty Affairs Committee, be taken over by a union for negotiation and inclusion in a legally binding CBA?
    - As noted above, it would be important to manage potential conflicts here, both through a clear CBA and through on-going communication between the union and BFA. The faculty needs to think carefully about which topics might be best handled by a more adversarial process and which might be best handled by a more collaborative one.
    - Overall, assuming we follow something like the "Co-Determination" model (#3) above, most BFA standing committees would likely see little to no impact on their work, while a few might see major changes.

- What's likely to be the scale for a Collective Bargaining Unit (CBU)?
    - It is fair to wonder how big or small a CBU should be - or is likely to be. Would all of CU's employees bargain together? On the other end of the spectrum, might a single college/school or a single class of employees wind up having their own unit? These are questions that will be decided in part by the terms of the law or regulation that grants us CB rights, and in part by the negotiation process that ensues. To the extent that different paths are legally open, prospective unions themselves may have different views about which path will be most effective.
    - While there is evidence that a system-wide bargaining unit might be challenging in our context, unions might also argue that the larger a unit is, the more power that unit will have at the bargaining table.
    - It is worth noting that even a wall-to-wall union can bargain separate contracts for different employee categories (e.g., graduate students, staff, faculty, etc.) Ultimately, there is room for negotiation of these issues along the way.

- What is the extent of faculty - and/or workers at CU Boulder in general - interest in collective bargaining and/or potential union membership?
    - While this is an interesting question, especially given the active organizing taking place on our campus by UCW (CWA-Local 7799), it is very difficult to gauge the level of interest or education of CU Boulder workers as a whole right now. Interest and understanding of these issues certainly varies by school/college, job category, etc., but there has not yet been a reliable survey.

Appendices:

I. A collection of Collective Bargaining Agreements from Peer Institutions (including LA CC District as an example of a Community College CBA - quite different from R1s).
II. Useful links, articles, and resources for further exploration.