

July 17, 2017

TO: Members of the Board of Trustees
FROM: Susan Herbst 
RE: Recommendation for Approval of Collective Bargaining Agreement with AAUP

RECOMMENDATION:

That the Board of Trustees approve the attached tentative Collective Bargaining Agreement between the University of Connecticut (“UConn” or “University”) and the University of Connecticut Chapter of the American Association of University Professors (“AAUP” or “Union”) by adopting the resolution at the end of this Memorandum.

BACKGROUND:

Since 2011, all UConn employees who are members of a collective bargaining unit have been working under the provisions of a statewide labor agreement negotiated by the state and the State Employee Bargaining Agent Coalition (SEBAC). At that time, the local contracts between the University and its unclassified unions, including the AAUP, were extended for an additional five years.

In anticipation of that five-year agreement with the AAUP expiring on June 30, 2016, in the fall of 2015 the University began direct contract negotiations with the Union.

The University selected John J. Peirano, Partner, of the law firm McElroy, Deutsch, Mulvaney & Carpenter, LLP to represent it in these negotiations and Attorney Peirano served as the Chief Negotiator.

The negotiations have recently concluded resulting in a new Tentative Agreement between the University and the AAUP, informed by the provisions of the tentative agreement recently reached between the State and SEBAC.

Earlier this month, the AAUP membership voted to ratify the tentative collective bargaining agreement (CBA).

AAUP represents approximately 1500 full-time faculty members, adjunct faculty, and other academic personnel as well as certain non-academic personnel in the Division of Athletics at all UConn locations other than UConn Health and the Law School.

Since the parties did not have an opportunity to engage in comprehensive collective bargaining since the last round of full negotiations in 2006, we approached these negotiations with a large agenda of issues. The proposed five-year agreement contains important new provisions and language that address several longstanding concerns shared by both the University and the Union. The agreed-upon changes are focused on complimenting the University's academic mission and promoting faculty development and governance.

If this Board approves the Agreement, it will be filed by the State Office of Labor Relations with the General Assembly who may either approve the Agreement or reject it, and under normal circumstance it would be deemed approved if no action is taken within 30 days from the date it was filed. In this instance the State Office of Labor Relations will be presenting all of the ratified CBAs, along with the Statewide SEBAC Agreement to the legislature. If approved, the Agreement will take effect on July 1, 2016 and run through June 30, 2021.

SUMMARY OF KEY CONTRACT TERMS:

Attorney Peirano has provided the attached Executive Summary of the key contract terms with explanatory information. The duration of the Agreement is five-years, from July 1, 2016 to June 30, 2021. (Please See Attachment 1)

RESOLUTION:

Resolved by the Board of Trustees that the Tentative Agreement for a collective bargaining agreement between the University of Connecticut and the University of Connecticut Chapter of the American Association of University Professors is hereby approved; and

That the President of the University is authorized to execute such Agreement on behalf of the University; and

That the President is authorized to do all things necessary to implement the Agreement.



**EXECUTIVE SUMMARY OF KEY SUCCESSOR COLLECTIVE
BARGAINING AGREEMENT PROVISIONS**

A. Economic Provisions

Issue	Change	Talking Points
Salary Increases (Article 19)	FY 2017 – 0% FY 2018 – 0% FY 2019 – 0% across-the-board, one-time payment (not added to base) of \$2,000, prorated for part-time bargaining unit members FY 2020 – 3.5% GWI, 2.0% merit FY 2021 – 3.5% GWI, 2.0% merit	These changes are consistent with the SEBAC framework. The 2.0% allocated to merit in lieu of increments is consistent with the parties' past practice. The UCONN AAUP initially demanded a 4.5% GWI and 1% merit.
Adjunct Pay (Article 19)	Current \$1,556/credit FY 2017 \$1,556/credit FY 2018 \$1,556/credit FY 2019 \$1,556/credit FY 2020 \$1,700/credit FY 2021 \$1,732/credit	Adjunct compensation was increased by 11% in the final two years, consistent with the SEBAC framework of two 5.5% increases.
Promotional Increases (Article 19)	<u>Current</u> Instructor \$400 Asst Professor \$550 Assoc Professor \$1,000 Professor \$1,400 <u>Effective August 23, 2017 and August 23, 2018</u> Instructor \$800 Asst Professor \$1,200 Assoc Professor \$2,500 Professor \$3,500 <u>Effective August 23, 2019 and August 23, 2020</u> Instructor \$900	Current promotional amounts are not competitive with peer institutions in the Northeast. For example promotions to full Professor at some comparators are as follows; UMass (\$13,800); URI (\$6,800); University of New Hampshire (\$6,800); Rutgers (\$5,814); Penn State (\$6246). Promotions are an important recognition for productive faculty, and a valuable tool in retaining productive faculty. Further, the University has full control over promotional costs because it retains the right to determine who will be promoted (and how many bargaining unit members will be promoted) in any given year



	Asst Professor \$1,500 Assoc Professor \$3,000 Professor \$4,500	
Professional Development Fund (Article 19)	Current \$640,000 FY 2018 \$760,000 FY 2019 \$810,000 FY 2020 \$860,000 FY 2021 \$910,000 Each year, 30% of the fund is allocated to junior bargaining unit members who are seven or fewer years removed from their terminal degrees.	Professional Development expenses are not compensation. They are reimbursements. Increasing the fund is advantageous to the University because it encourages faculty members to engage in activities that will increase productivity and enhance the University's prestige nationwide and worldwide. Junior faculty will benefit from the changes because the new contract requires that 30% of the fund each year will be earmarked for junior faculty members.
Provost Fund (Article 19)	Current .19% of merit pool FY 2019 \$300,000 FY 2020 \$300,000 FY 2021 \$300,000 Provost is not required to spend the fund.	Although the Provost Fund qualifies as "compensation," it will not function as an across the board increase. Rather, the Provost at his/her discretion will use the fund to retain the University's best faculty, many of whom receive offers from other universities. Moreover, the Agreement makes very clear that the Provost is under no obligation to spend the fund.
Child Care Fund (Article 19)	Current \$80,000/year New Agmt \$160,000/year	The agreed-upon increase (\$80,000) is nominal.
Tuition Reimbursement Fund (Article 19)	Current \$10,000 New Agmt \$20,000	The agreed-upon increase (\$10,000) is nominal.
Summer Compensation (New Article)	<u>Current</u> Non-W \$1,620/cr (1 st 8 students) \$180/cr (each add'l student) W \$1,620/cr (1 st 8 students) \$220/cr (each add'l student) <u>Effective Immediately</u> Non-W \$1,700/cr (1 st 8 student) \$189/cr (each add'l student)	Summer/intersession compensation increases are approximately 11% in total over the life of the Agreement, consistent with the SEBAC framework. Although the first increase takes place sooner than AY 2020, the University agreed to accelerate the increase because the summer/intersession program is self-funding and the revenues of the program are sufficient to support an immediate increase. Also, the University



	<p>W \$1,700/cr (1st 8 student) \$231/cr (each add'l student)</p> <p><u>Effective 8/23/20</u></p> <p>Non-W \$1,794/cr (1st 8 student) \$200/cr (each add'l student)</p> <p>W \$1,794/cr (1st 8 student) \$244/cr (each add'l student)</p>	<p>has the sole discretion to determine whether to run a course (and thus can control its own labor costs in this area).</p>
<p>Online Course Development (New Article)</p>	<p>Current \$5,000/course New Agmt \$7,500/course</p>	<p>The University agreed to increase online course development compensation because not many online courses are developed each year, and, again, the University retains the sole discretion to determine whether it will pay for the development of a particular course.</p>
<p>Parking (New Article)</p>	<p>No parking increase in FY 2018 or FY 2019. The parties also agreed to modify the discounted parking "sliding scale" to ensure more bargaining unit members are paying a discounted parking rate.</p>	<p>This is a relatively inexpensive way to accommodate faculty who will not receive an across-the-board wage increase for FY 2018 or FY 2019.</p>



B. Non-Economic Provisions

Issue	Change	Talking Point
Fortification of Management Prerogatives (Article 8)	Deleted language that prevented the University from making certain policy changes without agreement from UConn-AAUP, and replaced it with boilerplate language that only policy changes which affect terms and conditions of employment will be negotiated.	This was the University's foremost priority entering negotiations. UConn-AAUP used Article 8 to derail several key policy initiations in recent years. The new language will limit that from happening in future years.
Discipline for Cause Procedures (Articles 13, 24 and Coaches)	Eliminated procedural obstacles to the issuance minor discipline (warnings and reprimands); and modified "terminal pay" provision which required the University to pay faculty members whose employment was being terminated full compensation for a period of up to four months while the discipline took place.	The procedural change will allow supervisors to more easily issue minor discipline. The "terminal pay" change will prevent the public relations problem of continuing the compensation of an employee who has engaged in serious misconduct.
Coaches and Trainers (New Articles)	Reorganized Agreement so that Coaches and Trainers are addressed in their own contract Article; eliminated the non-renewal just cause protection for trainers and operations specialists who work exclusively in football and basketball.	These changes will make the contract easier for the Athletics Department to understand and administer.
Mandatory Meetings Between UConn-AAUP and the University President (Article 9)	Deleted language which permitted UConn-AAUP to demand at any time meetings with the President "to discuss non-contractual items," and required the President to personally participate in such meetings.	This change will direct labor relations to the appropriate specialists, and ensure that potentially adversarial meetings between the President and UConn-AAUP no longer occur.



<p>Faculty Participation in Departmental Governance (New Article)</p>	<p>New Article which requires departments to develop (or affirmatively opt out of developing) bylaws, merit criteria, promotion and tenure criteria, and workload policies. These policies and procedures must be consistent with University, School, and College policies and procedures.</p>	<p>The new article gives departments (not UConn-AAUP) the power to create appropriate governance rules.</p>
<p>Promotion, Tenure, and Reappointment (New Article)</p>	<p>The parties agreed to establish a work group to discuss negotiable aspects, if any, of the University's promotion, tenure, and reappointment procedures.</p>	<p>A revised PTR process is an important initiative of both parties, and one that requires input from those University employees who have the best understanding of PTR issues.</p>
<p>Leave and Accrual Rules (Articles 13, 24 and coaches)</p>	<p>Added language which identifies the leave available to, and accrual rules for Research Assistants, Research Associates, and Academic Assistants and provides a mechanism for tracking leave.</p>	<p>These changes were necessitated by an audit which criticized the expired Agreement's lack of specificity regarding available leave and accrual rules and tracking for Research Assistants, Research Associates, and Academic Assistants.</p>

AAUP FISCAL IMPACT

		FY18 Cost (\$M)	FY19 Cost (\$M)	FY20 Cost (\$M)	FY21 Cost (\$M)	Total Cost (\$M)
Wage Increase	0% hard freeze FY17,FY18,FY19; 5.5% in FY20, FY21 (3.5% GWI, 2.0% merit pool)		\$ 3,345,222	\$ 9,946,527	\$ 10,515,075	\$ 23,806,824
One-Time Payments	\$2,000 one-time pensionable payment in FY19 (Pro-rated for part-time members)		\$ 3,345,222			\$ 3,345,222
	Adjuncts FY19 - \$1,000 for multi-year; \$500 at least 6 credits; \$250 less than 6 credits		\$ 348,250			\$ 348,250
Promotion	FY18,FY19 Levels \$800, \$1,200, \$2,500, \$3,500 FY20,FY21 Levels \$900, \$1,500, \$3,000, \$4,500	\$ 112,400		\$ 44,700		\$ 157,100
Research Assistant - Wage Increase	Merit equivalent to merit portion of regular wage increase in article 19.1.A.2, less Provost/Dean merit pool			\$ 76,181	\$ 77,247	\$ 153,428
Adjunct Stipend	No increase in FY18, FY19; Increase stipend to \$1,700 in FY20; \$1,732 in FY21			\$ 763,531	\$ 169,674	\$ 933,205
Furlough Days	3 days in FY18; Spread out over 26 pay periods	\$ (2,149,845)				\$ (2,149,845)
Provost Pool	\$300K per year	\$ 300,000				\$ 300,000
Professional Development		\$ 120,025	\$ 50,000	\$ 50,000	\$ 50,000	\$ 270,025
Child Care		\$ 15,982				\$ 15,982
Tuition Reimbursement		\$ 8,861				\$ 8,861
Salary Cost / (Savings)		\$ (1,592,577)	\$ 7,088,694	\$ 10,880,939	\$ 10,811,996	\$ 27,189,052
Fringe Benefits		\$ (602,512)	\$ 2,463,543	\$ 3,790,829	\$ 3,766,699	\$ 9,418,558
Total Cost / (Savings)		\$ (2,195,089)	\$ 9,552,237	\$ 14,671,768	\$ 14,578,695	\$ 36,607,610

Notes:

Source data based on snapshot from May 2017

Costs included in chart are incremental

COLLECTIVE BARGAINING AGREEMENT

Between

The University of Connecticut Board of Trustees

And

**The University of Connecticut Chapter
of the American Association of University Professors**

July 1, 2017 - June 30, 2021

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ARTICLE 1

RECOGNITION

The Board of Trustees recognizes the University of Connecticut Chapter of the American Association of University Professors as the exclusive bargaining representative of members of the staff who are employed one-half time or more and who hold the following titles: University Professor, Professor, Associate Professor, Assistant Professor, Instructor, Assistant Instructor, Lecturer, Professor in Residence, Associate Professor in Residence, Assistant Professor in Residence, Instructor in Residence, Research Professor, Assistant Research Professor, Associate Research Professor, Academic Assistants I, II, III, IV, V, Research Associate I, II, III, Research Assistant I, II, III, Extension Professor, Clinical Professor, Senior Cooperative Extension Educator, Senior Cooperative Extension Educator In Residence, Associate Extension Professor, Associate Clinical Professor, Cooperative Extension Educator, Cooperative Extension Educator In Residence, Assistant Extension Professor, Assistant Clinical Professor, Associate Cooperative Extension Educator, Associate Cooperative Extension Educator In Residence, Extension Instructor, Clinical Instructor, Assistant Cooperative Extension Educator, Assistant Cooperative Extension Educator In Residence, Associate Research Scientist, Associate Research Scholar, Research Scientist, Research Scholar, Senior Research Scientist, Senior Research Scholar, Specialist I, II, III, IV, Adjunct Faculty, teaching courses for credit unless otherwise excluded, Facilities Scientist I, II, III, IV, V, Coach and Trainer excluding those classifications and titles listed below under EXCLUSIONS and all other supervisory, confidential, and managerial employees as defined in the Connecticut General Statutes Chapter 68 Section 5-270 (e) through Section 5-270 (g) for the purpose of negotiating with respect to wages, hours and other conditions of employment. Hereinafter for the purposes of collective bargaining, staff holding the above titles who are not excluded pursuant to the following paragraph are referred to as "faculty," or "members," or "members of the bargaining unit."

ARTICLE 2

EXCLUSIONS

2.1 Members of the staff who hold the following titles are excluded from the bargaining unit: President, Provost, Vice Provost, Executive Vice President and Chief Financial Officer, Vice President, Chief of Staff, Deputy Chief of Staff, Associate and Assistant Vice Provost, Associate and Assistant Vice President, Dean, Associate Dean, Assistant Dean, Director, Associate Director, Assistant Director, University Staff Professionals I-VI, Faculty of the School of Medicine, Faculty of the School of Dental Medicine, Faculty of the School of Law, Graduate Assistants and Graduate Students, Specialists other than those in the Division of Athletics and those who hold a faculty or research rank in addition to their Specialist title, all confidential and managerial employees, and all other employees of the University.

2.2 The inclusion or exclusion in the faculty bargaining unit of new personnel classifications established by the University subsequent to the effective date of this agreement shall be preceded by discussion with the AAUP. Any impasse in this area shall be submitted to the

State Labor Relations Board for resolution.

2.3 The exclusion of members from the faculty unit for the purpose of assuming confidential status shall be preceded by discussion with the AAUP. Any impasse in this area shall be submitted to the State Labor Relations Board for resolution.

ARTICLE 3

ACADEMIC FREEDOM

3.1 The Board of Trustees recognizes the paramount importance of academic freedom in an institution of higher education and reaffirms its continuing commitment to the principles of academic freedom and its protections described in the University of Connecticut By-Laws (dated August 5, 2015).

3.2 This article on academic freedom is a statement of intent and policy and is not subject to the Contractual Grievance Procedure. Discipline will not be used to restrain bargaining unit members in the exercise of academic freedom. Academic freedom can be used as a defense in any disciplinary proceeding.

ARTICLE 4

GOVERNANCE

4.1 Although the AAUP, as the elected bargaining agent, retains the exclusive right to negotiate and reach agreement on terms and conditions of employment for the members of the bargaining unit, and the Board of Trustees retains its rights, under law, to manage and direct the University, the parties recognize the necessity of a collegial governance system for faculty in areas of academic concern. It is mutually desirable that the collegial system of shared governance be maintained and strengthened so that faculty will have a mechanism and procedure, independent of the collective bargaining process, for making recommendations to appropriate administrative officials and to the Board of Trustees, and for resolving academic matters, through the organizational divisions of the University, the University Senate, the Administration, and the Board of Trustees.

4.2 Collegiality in academic governance on each campus of the University of Connecticut can best be accomplished through the University Senate and the faculties of the schools and colleges. Appropriate matters of concern should be brought before the Senate or the several faculties by their members or by the Provost of the University or his/her representatives. Upon request of the Senate, the Provost should transmit recommendations of the Senate to the Board of Trustees for their consideration.

4.3 This article on governance is a statement of intent and policy and is not subject to

the Contractual Grievance Procedure.

ARTICLE 5

NONDISCRIMINATION

5.1 The Board and the UConn-AAUP agree that no bargaining unit member shall be unlawfully discriminated against because of race, color, creed, sex, age, national origin, marital status, religion, ancestry, sexual orientation, political belief, political affiliation, disability unrelated to ability to perform professionally, genetic information, physical or mental disabilities (including learning disabilities, intellectual disabilities, and past or present history of a mental illness), veteran status, prior conviction of a crime, workplace hazards to reproductive systems, gender identity or expression, or membership in other protected classes set forth in state or federal law that excludes an individual from participation, denies the individual the benefits or treat the individual differently, or otherwise adversely affects a term or condition of an individual's employment or participation in an employment-related University program or activity. Discrimination includes failing to provide reasonable accommodation, consistent with state and federal law, to persons with disabilities.

5.2 Neither the Board nor the UConn-AAUP shall discriminate against, intimidate, restrain, coerce, or interfere with any terms and conditions of employment of any bargaining unit member because of or with respect to his or her lawful union activities, including participation in a grievance, or in UConn-AAUP committees or bodies, or because he or she refrains from such UConn-AAUP activities or National AAUP membership. In addition, there shall be no discrimination against any bargaining unit member in the application of the terms of this Agreement because of membership or nonmembership in the AAUP

ARTICLE 6

DIVERSITY AND AFFIRMATIVE ACTION POLICY

The parties are committed to the creation and maintenance of a diverse faculty and staff. The Administration and the AAUP will cooperate in carrying out the University's diversity and affirmative action policy. Two representatives nominated by the AAUP shall be appointed to the University Committee charged with advising the President and Provost on diversity issues, in the event such a committee is established.

ARTICLE 7

BOARD PREROGATIVES

7.1 It is recognized that the Board of Trustees has and will continue to retain, whether exercised or not, the sole right, responsibility or prerogative to make rules for the government of the University and shall determine the general policies of the University, including those concerning the admission of students and the establishment of schools, colleges, divisions, and departments, and shall direct the expenditure of the University's funds within the amounts available, and shall fix fees for tuition and may make refunds of the same.

7.2 The Board of Trustees within available funds shall have sole jurisdiction over the selection, appointment, assignment of duties, amount of compensation, sick leave, vacation, leaves of absence, termination of service, rank, and status of the individual members of the professional staff of the University.

7.3 Said Board shall determine who constitutes the professional staff of the University and establish compensation and classification schedules for its professional staff.

7.4 These rights, responsibilities, and prerogatives are not subject to delegation to the AAUP in full or in part except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this agreement. No action taken by the Board with respect to such rights, responsibilities, and prerogatives other than the specific provisions contained in this agreement shall be subject to the grievance provisions of this contract.

ARTICLE 8

MAINTENANCE OF PROCEDURES

8.1 The parties agree that all written policies and procedures impacting upon mandatory subjects of bargaining may be changed only by agreement of the Board of Trustees and the AAUP. In addition, the AAUP will be notified in advance of any proposed changes in written policies and procedures, which affect members of the bargaining unit.

8.2 In the event there is a proposal to amend any provision of the University By-Laws now in existence which directly impacts negotiable terms and conditions of employment of bargaining unit members, including the faculty grievance procedure in the By-Laws, such proposal will first be negotiated with the AAUP.

ARTICLE 9

MEET AND DISCUSS

9.1 To assure the efficient and harmonious operation of the University, the parties

agree to meet and discuss at least once a month, upon request of one of the parties, any matters of official concern, including budget proposals and long-range planning, or matters relative to this agreement, arising during the life of this contract which require attention. This provision shall not be construed as requiring either party to bargain during these meetings with respect to any non-mandatory subject of bargaining. The UConn-AAUP committee for this purpose shall consist of no more than five members. Agenda items shall be submitted by both parties at least one week in advance.

9.2 In the event the UConn-AAUP wishes to discuss issues related to collective bargaining or non-contractual issues with the President, the UConn-AAUP will request such a meeting through the University official in charge of collective bargaining and provide an agenda of such meeting to that office at least one week in advance of the meeting. Depending on the submitted agenda such meeting with the President or his/her designee shall be scheduled at a mutually agreeable time and place. Except by mutual agreement, such meetings shall not be held more than once during each school semester.

9.3 Nothing in this article restricts the right of the Administration to meet with committees or individual faculty members to discuss such matters as the Administration desires with the exception of those items which are reserved, by statute, for negotiations with the bargaining agent.

ARTICLE 10

CONTRACTUAL GRIEVANCE PROCEDURE

10.1 The parties agree that all problems should be resolved whenever possible before the filing of a grievance and encourage open communication between University administrators and bargaining unit members, so that the formal grievance procedure will not normally be necessary.

10.2 Definition

The term grievance shall mean a dispute concerning the interpretation or application of the terms or provisions of this agreement.

10.3 Resort to Other Procedure

If prior to seeking resolution of a dispute by filing a grievance under this contract, or while the grievance proceeding is in progress, a member seeks to resolve the matter in any other forum, whether administrative or judicial, the Board shall have no obligation to entertain or proceed with this grievance procedure. For the purpose of this Agreement, however, the parties agree that a complaint filed by a UConn-AAUP member with the University of Connecticut's Office of Institutional Equity or Office of Audit Compliance and Ethics are internal investigatory procedures and the member shall retain all rights to proceed with the Article 10 grievance process.

10.4 Step 1

A. A member of the bargaining unit and/or a representative of the UConn-AAUP (if the employee so desires) shall first discuss the problem with the University official against whom he/she is aggrieved. If a problem resolved in accordance with this paragraph is in the opinion of the Administration a grievance as defined herein, the Administration shall notify the UConn-AAUP in writing of the terms of the settlement.

B. If the matter is not satisfactorily adjusted within seven (7) calendar days, the member or the UConn-AAUP (if requested by the member) shall submit it in writing within fifteen (15) calendar days to the appropriate director or dean of the school or college or his/her designee for a satisfactory adjustment. The grievance should set forth the act or condition on which the grievance was based and identify the article(s) of the contract that is/are being aggrieved. After receiving the formal grievance the dean, director, or designee will meet with the aggrieved member within fifteen (15) calendar days after receiving the formal grievance and will give his/her decision in writing to the aggrieved within seven (7) calendar days of such meeting.

10.5 Step 2

Failing satisfactory settlement within the above time limits, the aggrieved member of the UConn-AAUP may, within seven (7) calendar days, appeal in writing to the Provost or his/her designee. The Provost or the designee shall meet with the member and a UConn-AAUP representative within fifteen (15) calendar days from receiving the member's appeal and shall give a decision in writing to the member and the UConn-AAUP within seven (7) calendar days of such meeting. The UConn-AAUP shall be notified and allowed to participate through Step 2.

10.6 Step 3

If the grievance has not been satisfactorily resolved at Step 2, the UConn-AAUP, upon request of the grievant, may proceed to arbitration. Notice of intent to proceed to arbitration must be filed with the Provost or his/her designee within fifteen (15) calendar days after receipt of the Step 2 decision and must be signed by the UConn-AAUP President or representative. (The filing of a notice to proceed to arbitration shall constitute a waiver of rights to alternative or de novo judicial consideration.) The terms of the agreement that are involved shall be identified in the submission. The grievance may be withdrawn at any time by the grievant or by the UConn-AAUP representative at any point during Step 3.

10.7 Selection of Arbitrator

The parties shall follow the American Arbitration Association procedure for the selection of an arbitrator, unless the parties mutually agree on an arbitrator within five (5) calendar days of filing the notice.

10.8 Authority of the Arbitrator

The arbitrator shall hear and decide only one (1) grievance in each case. The

arbitrator shall neither add to, subtract from, modify nor alter the terms and provisions of this agreement. Arbitration shall be confined solely to the application and/or interpretation of this agreement and the precise issues submitted for arbitration. The arbitrator shall have no authority to determine any other issues. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to determining the issues submitted. The decision of the arbitrator shall be final and binding subject to statutory provisions.

10.9 Fees and expenses of the arbitrator shall be borne equally by the Board and the UConn-AAUP.

10.10 General Provisions

A. Except for grievances arising under 25.5 (which shall be dealt with in accordance with 25.6), any grievance as defined above not presented for disposition in writing within thirty-seven (37) calendar days of the occurrence giving rise thereto shall not thereafter be considered a grievance under the agreement. Failure at any step of this procedure to appeal a decision within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered and such decision shall thereafter be binding upon the aggrieved and the UConn-AAUP. Failure of the Administration to respond to any grievance during the time limits specified at any step shall allow the grievant or the UConn-AAUP to proceed to the next step. The time limits specified at any step may be extended in any particular instance by agreement between the appropriate administrator outside the bargaining unit and the UConn-AAUP.

B. No member may file for arbitration except with the approval and participation of the UConn-AAUP.

C. Meetings held under this procedure shall be conducted at a time and place that will afford a fair and reasonable opportunity to attend for all persons proper to be present. When such meetings are held during school hours, all persons who participate shall be excused without loss of pay for that purpose. Persons proper to attend for the purposes of this section are defined as aggrieved members, their appropriate UConn-AAUP representative(s), and qualified witnesses.

D. Matters of policy are not subject to the arbitration clause of the grievance procedure. This does not include terms and conditions of employment set forth in this Agreement.

E. No complaint informally resolved or grievance resolved at either Step 1 or Step 2 shall constitute a precedent for any purpose unless agreed to in writing by the Provost or his/her representative and the UConn-AAUP acting through its President or representative.

F. The UConn-AAUP on behalf of a bargaining unit member, a group of bargaining unit members, or on behalf of itself may initiate any contractual grievance at Step 2 of the grievance procedure.

G. Grievances involving the University Of Connecticut Board Of Trustees'

By-Laws, (revised August 5, 2015) and policies are appealable to the Board as the final step and are not subject to the above grievance procedure and arbitration.

ARTICLE 11

ADDITIONS TO THE BY-LAWS GRIEVANCE PROCEDURES

11.1 Except for disciplinary grievances (which are grievable under Article 27) and contractual grievances (which are grievable under Article 10), grievances arising out of the application or interpretation of the University of Connecticut By-Laws, (revised August 5, 2015), and policies of the University, shall be brought through the faculty grievance procedures outlined in the University By-Laws (dated August 5, 2015) (“Faculty By-Laws Grievance Procedure”). Prior to the first step of the Faculty By-Laws Grievance Procedure, an informal conference shall be held between the faculty member who alleges he/she is aggrieved and the appropriate University administrator to discuss the alleged grievance. The faculty member, if he/she desires, may be accompanied by a representative of the UConn-AAUP. Grievances brought under the Faculty By-Laws Grievance Procedure shall be filed within thirty-seven (37) calendar days of the occurrence of the event or when the member knew or reasonably should have known of the event giving rise to the grievance. The grievance must be presented in writing and identify the provision of the University By-Laws or University policy allegedly violated.

11.2 Within seven (7) calendar days of the informal conference referenced in Paragraph 11.1 above, the University administrator shall provide in writing his/her answer to the faculty member. A copy of this answer shall be given to the UConn-AAUP.

11.3 If the faculty member still feels aggrieved, he/she may file within fifteen (15) calendar days of receipt of such answer a written grievance in conformity with the Faculty By-Laws Grievance Procedure. Settlements made under the Faculty By-Laws Grievance Procedure dealing with terms and conditions of employment shall be consistent with the provisions of this Agreement and shall be reported to the UConn-AAUP.

11.4 No bargaining unit member may pursue a grievance under Article 10 if he/she has also pursued, or is in the process of pursuing, a grievance under the Faculty By-Laws Grievance Procedure. No bargaining unit member may pursue a grievance under the Faculty By-Laws Grievance Procedure if he/she has also pursued, or is in the process of pursuing, a grievance under Article 10.

ARTICLE 12

PERSONNEL FILES

12.1 For the purposes of this article, personnel file shall mean any file that may be used in evaluating the performance or conduct of any member of the bargaining unit. The personnel

file includes, the Promotion, Tenure and Reappointment (“PTR”) file. The official personnel file is maintained centrally in the University’s Department of Human Resources.

12.2 Bargaining unit members are entitled to see any materials used to support personnel actions. Nothing in this article shall preclude the maintenance of other personnel files. In the presence of a staff member, and at a time convenient to both parties, but not later than five (5) working days after the request is made by the faculty member, a faculty member shall have access to his/her personnel files, or PTR files at all levels. The only others who shall have access to such files are:

- A. Administrators and faculty members on official business and;
- B. AAUP representatives with the consent of the faculty member.

12.3 A faculty member may at any time obtain a copy of material in the files, for which the faculty member may be charged at cost. If requested, copies shall be authenticated by an appropriate administrator.

12.4 No anonymous material shall be included in a personnel file.

12.5 An employee may log the contents of his/her personnel file, listing items and dates, in the presence of his/her department head or designee. Both the employee and the department head shall sign the log and retain a copy for their files. At the request of the employee, and at a time agreeable to the department head or designee, such a log may be updated. Completeness of the file shall be the responsibility of the employee.

12.6 Each member of the unit shall be entitled to include in the file his/her rebuttal of any statement therein contained.

12.7 An employee may petition the Dean of his/her school or college to remove any materials from his/her personnel file which the employee can prove is factually in error. The factual validity of materials included in the PTR file shall be subject to challenge solely within the PTR process itself.

ARTICLE 13

MEMBERS OF THE UNIT NOT IN A TENURE TRACK

13.1 This article pertains to non-tenure track employees in the following titles: Academic Assistant I, II, III, IV, V, Extension Professor, Associate Extension Professor, Assistant Extension Professor, Extension Instructor, Assistant Cooperative Extension Educator, Associate Cooperative Extension Educator, Cooperative Extension Educator, Senior Cooperative Extension Educator, Lecturer, Facilities Scientist I, II, III, IV, V, and all faculty with Clinical and In-Residence titles.

13.2 Probationary Period for Bargaining Unit Members Not in a Tenure Track

A. New bargaining unit members not in a tenure track shall serve a one-year probationary period. In the event the probationary employee is dismissed before the end of his/her probationary period, he/she shall receive one month's notice or pay and benefits for which they are eligible under the applicable plans in lieu thereof.

B. Following the completion of the probationary year, bargaining unit members not in tenure track shall be eligible for one-year appointments up to a maximum of five (5) such one-year appointments. Notice of non-renewal of a one-year appointment shall be afforded according to the schedule listed below. Beginning the seventh year, or prior to the seventh year upon recommendation of the department and approval by the dean or equivalent official, reappointed members of the bargaining unit shall receive multi-year contracts of between three (3) and five (5) years in duration. Commencing with the first multi-year contract: subsequent appointments shall be for three (3) or more years, non-renewal shall be grievable according to the procedures and standards of dismissal for cause, and notice of non-renewal shall be afforded according to the schedule listed below.

- i. Probationary employees shall receive 14 calendar days' notice;
- ii. After one (1) year of non-probationary employment: sixty (60) days' notice;
- iii. After continuous non-probationary employment of three (3) or more years: one hundred twenty (120) days' notice;
- iv. After receiving a multi-year contract: 300 days' notice.

C. On or before December 31, 2017, the UConn Administration shall conduct an audit of all members of the unit covered by this article to determine if any such members eligible for multi-year contracts have not received such contracts. The results of this audit shall be communicated to any such members of the bargaining unit and also provided to UConn-AAUP. If the audit identifies any bargaining unit members who should have, but did not, receive a multi-year contract, the parties shall meet to discuss the matter and determine what action should be taken.

D. Unless otherwise specified in this Article, neither the dismissal of the bargaining unit member during his/her probationary period nor the non-renewal of the bargaining unit member prior to receiving a multi-year appointment shall be grievable under any article of this agreement or under the University of Connecticut By-Laws (Revised August 5, 2015). Dismissal or non-renewal of a bargaining unit member following successful completion of his/her probationary period shall be grievable under Article 5 (Non-Discrimination) only. In such cases, the UConn-AAUP shall have the burden to demonstrate that the non-renewal violated Article 5.

13.3 Evaluation System

The parties agree that the purpose of an evaluation system is to ensure the quality of job performance and to inform decisions regarding reappointment and promotion in rank.

13.4 Evaluation Procedures

- A. All formal evaluations shall be conducted in accordance with procedures developed by each school, college, or department. Evaluation procedures shall be in writing and shall not solely rely upon student evaluations. Departments, schools and colleges shall establish and publish such evaluation procedures on or before December 31, 2017. Subsequent changes in such procedures shall also be published.
- B. Written evaluations shall be shared with the bargaining unit member within fourteen (14) calendar days of the time they are completed. The bargaining unit member shall sign the evaluation solely for the purpose of acknowledging that he/she has read it and shall be given a copy for his/her records.
- C. An employee shall have the right to append a response to his/her evaluation.

13.5 Notice of Termination

In the event of non-continuation of a program or bona fide fiscal constraints during the term of an employment contract, bargaining unit members not in tenure track positions shall be entitled to notice of termination or salary and benefits for which they are eligible under the applicable plans in lieu thereof according to the following schedule:

- A. Probationary employees shall receive thirty (30) calendar days' notice;
- B. After one (1) year of non-probationary employment: ninety (90) calendar days' notice;
- C. After continuous non-probationary employment between two (2) and five (5) years: one hundred eighty (180) calendar days' notice;
- D. After receiving a multi-year contract: three hundred (300) calendar days' notice.

Dismissal for cause is not subject to the above schedule.

13.6 Academic Assistants and Facilities Scientists

Academic Assistants and Facilities Scientists shall be entitled to leaves with pay according to the following schedule. Academic Assistants and Facilities Scientists appointed at less than full time or for durations less than one year will be entitled to leaves with pay on a pro-rated basis. Vacation and sick leave must be requested through the University system by the employee. Leave not taken annually will be neither carried over nor compensated.

- A. Vacation

Effective on the appointment date and each anniversary date of such

appointment thereafter, Academic Assistants and Facilities Scientists shall receive twenty-two (22) days maximum for vacation to be taken at a time mutually agreed to by the supervisor and the employee. There will be no accrual of vacation beyond the end date of a grant or employment contract.

B. Holidays

Legal holidays as enumerated below:

New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas.

If a holiday falls on a day when a person is expected to be on duty, he/she will earn a compensatory day off to be taken at a time mutually agreed to by the supervisor and the employee.

C. Sick Leave

Effective on the appointment date and each anniversary date of such appointment thereafter, Academic Assistants and Facilities Scientists shall receive paid sick leave for bona fide personal illness up to fifteen (15) work days annually. Employees may be required to provide an acceptable medical certificate. There will be no accruals of sick leave beyond the end dates of a grant or employment contract.

D. Personal Leave

Effective August 23 of each year of the contract each Academic Assistant and Facilities Scientist shall be credited with one day of personal leave to be taken as needed for the conduct of personal business or religious observance. As much advance notice as possible will be given to the supervisor or manager when personal leave is taken.

13.7 Dismissal Or Non-Renewal of A Multi-Year Appointment for Just Cause

(This section is applicable to non-probationary employees only):

The parties wish to encourage open communication between administrators and non-tenure track employees and agree that whenever possible, problems should be resolved informally before these procedures are initiated.

The parties agree that, except for serious misconduct, dismissal of a non-probationary employee or non-renewal of an employee following a multi-year appointment should occur only as the final step in a progressive disciplinary system and each instance of misconduct shall be judged solely on its own factual merits. The level of proof shall be a preponderance of the evidence. The parties acknowledge that the principles of academic freedom as provided in Article 3 apply to tenure-track and non-tenure track faculty members.

A. Discipline, dismissal, and non-renewal of a multi-year appointment shall be for just cause such as:

1. Neglect of assigned responsibilities, incompetence, failure to meet continuing educational requirements, or to fulfill professional commitments;
 2. Insubordination or serious noncompliance with the University of Connecticut By-Laws (Revised August 5, 2015), the Code of Ethics for Public Officials (Chapter 10 of the Connecticut Statutes), or with University, State, or Federal Regulations governing research or NCAA Rules and Regulations;
 3. The use of fraud, collusion, concealment, or misrepresentation of a fact material to obtaining employment with the University and/or obtaining tenure, promotion, salary increase, or other benefit;
 4. Sexual harassment, serious misconduct, or other conduct which impairs the rights of faculty, students, employees or others who are engaged with the University in its business or operations;
 5. Repeated, documented failure to meet generally-accepted satisfactory standards of job performance based on written evaluations conducted in accordance with Article 13.4 above.
- B. Procedures to be followed for dismissal, demotion in rank and/or salary, or suspension without pay or non-renewal for just cause following a multi-year appointment.
1. The bargaining unit member shall receive in writing a statement of the reasons for the action being recommended.
 2. Within seven (7) calendar days of receiving the written statement (B.1), the bargaining unit member may request a hearing before his/her Dean or Director or designee with a UConn-AAUP representative present, should the bargaining unit member so desire. This hearing shall be held within fifteen (15) calendar days of the employee's written request.
 3. Within seven (7) calendar days of receiving the recommendation in B.2 above, the bargaining unit member shall have the right to submit a written appeal to the Provost or his/her designee. At such appellate hearing, the bargaining unit member shall have the right to be represented by the UConn-AAUP.
 4. The decision of the Provost or designee to demote, suspend without pay or dismiss may be appealed to arbitration on the merits under Article 10 of this agreement.

C. A Dean or equivalent official not a member of the bargaining unit may issue written warnings and reprimands following discussion with the bargaining unit member, which member may request the attendance of an AAUP representative. Warnings, reprimands, and other less severe discipline shall be grievable through step B.3 above but shall not be grievable to

arbitration.

D. Immediate Suspension and Loss of Salary

1. If the University judges that the grounds for dismissal or discipline require the immediate suspension of the bargaining unit member, the suspension shall be with salary and benefits for which the employee is eligible under the applicable plans until the hearings described in B.2 and B.3 above have taken place, or the opportunity to have such hearings has been afforded to the grievant, and only after discussion with the UConn-AAUP.
2. In the event the discipline involves the loss of salary and benefits and the decision is appealed to arbitration, the salary and benefits for which the employee is eligible under the applicable plans shall not be withheld until after the arbitration decision or four (4) months from the initiation of the discipline at B.4, whichever is sooner. In the event the discipline is for serious misconduct (including job abandonment), this provision is not applicable.

E. The procedures for discipline provided in this Article shall supersede any contrary provisions of the University By-Laws.

F. The parties agree that whenever the PTR procedures are used for promotion and/or reappointment for employees not in tenure track (e.g., 13.4) they should not be used to deal with issues of misconduct which are more appropriately dealt with under the disciplinary procedures. In no case shall the outcome of the PTR Promotion and Tenure process be construed as falling under this Article.

13.8 In cases where the non-probationary bargaining unit member claims that his/her procedural rights under 13.4 of this article have been violated, the final decision may be appealed only on procedural grounds under the terms of Article 10 of this agreement.

ARTICLE 14

REDUCTION OF STAFF FOR DISCONTINUANCE OF PROGRAMS OR FOR FINANCIAL EXIGENCY

14.1 Whenever the discontinuance of faculty is contemplated for reasons consonant with the long-range educational mission of the University or for what the Administration believes to be a bona fide financial exigency, the procedures below shall be followed.

14.2 Should the Administration determine that the fiscal position of the University has deteriorated to an extent which warrants informing the Board of Trustees of a financial exigency that may require a reduction in the faculty, the Administration shall notify the AAUP promptly.

A. At a time mutually agreeable to both parties, but in no case less than five (5) days before presentation to the Board of Trustees, a meeting shall be held between the President of the University, the Provost, the appropriate Vice President or Vice Provosts, and the AAUP for the purpose of reviewing the entire budgetary outlook of the University. The President, the Provost, and the appropriate Vice President or Vice Provosts shall document the financial position of the University and its reasons for its declaration to the AAUP along with recommendations for alleviating the situation.

B. At that or a subsequent meeting, but prior to the meeting with the Board, the AAUP may present to the Provost its own recommendations for resolving the exigency, in the hope that the recommendations given to the Board are the joint recommendations of the parties.

C. In the event that the Administration wishes to present to the Board recommendations with which the AAUP does not concur, the AAUP shall be allowed to present to the Board or the appropriate committee of the Board its own recommendations prior to the time when the Board is to determine what course of action it shall take.

14.3 If the course of action adopted by the Board requires discontinuation or consolidation of existing programs with the resultant elimination of faculty, the Provost, the AAUP, the Deans of the affected schools, the Head(s) of the affected department(s), and a faculty representative chosen by the Senate Executive Committee shall meet to identify faculty whose termination is to be recommended to the Provost. In the course of such discussions regarding which faculty shall be terminated, the participants shall take into consideration, and where possible recommend, such things as shared or reduced load with proportionate reduction in salary, administrative assignment, the feasibility of early retirement, and the possibility of reassigning the faculty member, provided he/she is suitably qualified, to another unit of higher education.

14.4 The following criteria shall apply to the identification of faculty whose termination is to be recommended:

A. Except where demonstrable and serious distortion of an academic program would result, non-tenured faculty in an affected program will be terminated before any tenured faculty member is terminated.

B. In identifying tenured faculty whose termination is to be recommended, the following shall be taken into account: the academic needs of the affected program(s); the merit of the affected faculty as attested by peer reviews of scholarship, teaching, and service; the length of service of the affected faculty; and the Affirmative Action aims of the University.

C. In all cases requiring the termination of faculty, primary consideration shall be given to the University's responsibility to offer an appropriate range of courses and programs, including at the regional campuses.

14.5 The following procedure shall govern the case of any faculty member whose termination is recommended to the Provost:

A. Prompt notice of the recommendation to terminate will be given.

B. The faculty member given such notice shall have the right to a hearing under the grievance procedure specified in Article XIV.S. of the University of Connecticut By-Laws, (Revised August 5, 2015).

14.6 If because of financial exigency the University terminates appointments, it will not at the same time make new appointments in the same department except where a serious distortion in a program of the University would otherwise result.

14.7 In all cases of termination because of financial exigency or program discontinuance, the place of the faculty member concerned will not be filled by a replacement within a period of two (2) years.

14.8

A. During a period of two (2) years from the date of termination, the terminated faculty member shall be offered reemployment in the same position should the position be restored. Any faculty member so recalled shall have thirty (30) days in which to accept such offer. Both the offer of reemployment and its acceptance or rejection shall be made by registered mail.

B. If a faculty member was enrolled in a health insurance program at the time of layoff during the recall period, he/she shall be entitled to purchase health insurance benefits for up to seventy-eight (78) weeks following the layoff at the group rate in effect for the bargaining unit.

C. A tenured faculty member who has received notice of layoff as the result of financial exigency shall be entitled during his/her period of notice up to \$2,000 for reimbursement for fees charged by professional placement or occupational counseling services.

D. A tenured faculty member who has received notice of layoff shall be entitled during his/her period of notice and recall to reimbursement for coursework for up to \$2,000 per semester.

14.9 Standards of Notice for Tenured and Tenure-Track Employees

A. In all cases of termination or program discontinuance because of financial exigency, the following standards of final notice or severance salary in lieu thereof shall apply: In the first year of service, three (3) months; in the second, third or fourth year of service, six (6) months; after the fourth year of service, one (1) year. Tenured faculty shall be entitled to fifteen (15) months of notice.

B. In cases of termination for reasons unrelated to financial exigency, the following standards of final notice or severance pay shall apply: In the first year of service, three (3) months; in the second year of service, six (6) months; in the third year of service through the sixth, one academic year; and all tenured faculty, twenty-four (24) months.

Dismissal for cause is not covered under Article 14, and in no case shall a dismissal for cause be labeled a termination for reasons related to financial exigency or program change under Article 14.

ARTICLE 15

SELECTION AND REVIEW OF DEPARTMENT HEADS

15.1 In a selection of a Department Head for a continuing appointment due to a vacancy, the Dean shall ask the department to form a search committee. A majority of the committee must be elected by members of the department. Voting eligibility shall be determined by departmental by-laws. The elected members of the search committee shall be no more than 7 and no fewer 3 department faculty members, unless agreed to by the Dean and a majority of the votes cast by eligible Department members. The following criteria shall apply:

- A. An election will be conducted entirely within the department to determine the majority of the members of the committee.
- B. Once the committee majority has been elected by the department, the Dean may appointment additional members of the bargaining unit that can constitute at most a minority of the committee.
- C. Committee members that are external to the bargaining unit may be added by agreement between the Dean and a majority of the votes cast by eligible department members.
- D. The elected majority shall elect a committee chair.
- E. No candidate will be appointment Department Head who is not recommended by the search committee.

15.2 A review of the appointment of each Department Head shall be held at intervals not to exceed five (5) years, or at other times as decided by the Dean. When conducting a review, the Dean shall attempt to obtain input from all of the faculty. The Dean shall also initiate a review upon the request of a majority of the voting members of the department. Any review requested by a majority of the voting members of the department may not take place more than once in five (5) years.

15.3 Department Heads shall be appointed for ten (10) months, rather than the ordinary faculty appointment of nine (9) months. After service as Department Head, the appointment shall return to nine (9) months and his/her salary shall be reduced to its equivalent nine (9) month level. Department Heads may be removed by the Dean only after following the process described in 15.2 above.

ARTICLE 16

AAUP RIGHTS

16.1 The UConn-AAUP may make recommendations to the Board of Trustees and/or Administration concerning the governance of the University; and on the request of the UConn-AAUP, the President, at the December and March meetings of the Board, shall transmit such recommendations to the Board of Trustees for consideration.

16.2 To the extent that it is available, and within reasonable time limits, the Administration shall supply, upon request, information needed for collective bargaining, including information related to a grievance, to the UConn-AAUP. In a similar way the UConn-AAUP will provide information to the Administration.

16.3 The Administration shall notify the UConn-AAUP at least monthly of changes in the status of members of the bargaining unit.

16.4 The UConn-AAUP may use the campus mails under the policy for registered organizations; specifically, it shall: pay a rate that reflects the real cost; not interfere with other official University obligations; make sure all material is accompanied by a statement that it is not an official publication of the University and that it is paid for by the UConn-AAUP.

16.5 The Administration shall post on a University website a copy of this Agreement within thirty (30) days after approval by the Legislature.

16.6 Participation in representational activities by officials of the UConn-AAUP shall be considered professional service. The UConn-AAUP shall supply the Administration with a list of such officials.

16.7 Workload Reduction for UConn-AAUP Representatives

- A. The Administration agrees that up to five (5) bargaining unit members designated by the UConn-AAUP will be given a reduction in workload.
- B. For teaching bargaining unit members, the workload reduction will be 1 (one) course per semester, unless the faculty member agrees otherwise. If agreed upon, the reduction may occur in a different semester.
- C. For non-teaching bargaining unit members, the workload reduction will be the equivalent of 1 (one) course and will be negotiated with the appropriate Dean or Director.
- D. The five (5) UConn-AAUP representative shall be release from no more than one course per semester or the equivalent thereof.

16.8 Upon election/selection of the five (5) UConn-AAUP representatives eligible for release time as set forth in Paragraph 16.7, but in no case later than 90 calendar days prior to the

start of the relevant semester, the UConn-AAUP will provide the University official in charge of collective bargaining a list of individuals who will receive the workload reduction.

16.9 In the event of disagreement concerning release time as set forth in Paragraph 16.7, the UConn-AAUP Executive Director and the University official in charge of collective bargaining will meet to resolve the issue. In the event no agreement is reached within thirty (30) calendar days prior to the start of the relevant semester, the parties shall present their positions to the Provost of the University, whose decision shall be final.

ARTICLE 17

AAUP SECURITY AND PAYROLL DEDUCTIONS

17.1 During the life of this agreement a member of the bargaining unit shall retain the freedom to decide whether or not to become or remain a member of the AAUP. A member of the bargaining unit who is not a member of the AAUP shall be required to pay an agency service fee pursuant to Section 5-280 of the General Statutes.

17.2 Within thirty (30) days of approval of the contract by the legislature and as instructed by AAUP during the life of the contract, the University shall deduct AAUP dues or agency fee bi-weekly from the gross paycheck of each person who is required under Section 5-280 of the General Statutes to pay such a fee as a condition of employment. This deduction is a substitute to termination of employment as provided under Section 5-280.

17.3 The amount of dues or agency service fee deducted under this article shall be remitted to the Treasurer of the AAUP as soon as practicable after the pay period of the employees for whom any such deduction is made.

17.4 No payroll deduction of dues or agency service fee shall be made during a payroll period in which earnings are insufficient to cover the amount of deduction nor shall such deductions be made from subsequent payrolls to cover the period in question. The AAUP shall be notified when such a situation exists.

17.5 The University shall continue its practice of payroll deductions as authorized by employees for purposes in addition to payment of AAUP dues or agency service fee provided any such payroll deduction has been approved by the state in advance.

17.6 In the event any agency or court orders the employer to rebate to employees the service fee or any portion thereof deducted under this Article or awards any damages, the Union agrees to hold the employer harmless by returning the fee and paying the damages, provided that this shall not take effect until any appeal has been exhausted. However, with regard to any costs to the University that arise out of a challenge to this Article, the Union shall save the University harmless from financial loss and expense as these costs are incurred. Any challenge to this Article of the Agreement and the University's actions taken there under shall be defended by AAUP.

17.7 Once it becomes technically feasible the University shall deduct contributions in the amount specified from the gross paycheck of each person in the unit who authorizes in writing payments to fundraising drives sponsored by the University of Connecticut Foundation.

ARTICLE 18

LONGEVITY

18.1 Longevity payments are based on an employee's title and appointment term, as well as an employee's length of service for purposes of longevity. For purposes of determining longevity payments, the salary scale and steps adopted by the Board of Trustees for 1976-77 shall remain in effect during the period of this agreement. A chart of titles, years of service, and longevity amounts is appended to this Agreement as Appendix A.

18.2 No employee first hired on or after July 1, 2011 shall be entitled to a longevity payment; provided, however, any individual hired on or after said date who shall have military service which would count toward longevity under current rules shall be entitled to longevity if that individual obtains the requisite service in the future.

18.3 The April 2018 longevity payment will be made in July 2018.

ARTICLE 19

SALARY AND BENEFITS

19.1 Permanent employees of the unit who are half time or more, but not full time, shall receive a prorated share of all salary and fringe benefits.

The following increases shall be added to the base salary of each member of the unit who is employed on April 1 of that calendar year and still employed on the effective date of the increase in August of each year.

A. Salary

1. There shall be no percentage, flat dollar or merit increases to base salary in the fiscal years ending June 30, 2017, June 30, 2018 and June 30, 2019.
2. Effective August 23, 2019, those members of the bargaining unit as of December 31, 2018, whose performance is satisfactory, shall receive a 3.5% general wage increase (GWI).

Effective August 23, 2019, a merit pool shall be established comprised of 2.0% of the combined salaries of members of the unit as of December 31, 2018 and will be distributed in accordance with the procedures outlined in Article 25.

3. Effective August 23, 2020, those members of the bargaining unit as of December 31, 2019, whose performance is satisfactory, shall receive a 3.5% general wage increase (GWI).

Effective August 23, 2020, a merit pool shall be established comprised of 2.0% of the combined salaries of members of the unit as of December 31, 2019, and will be distributed in accordance with the procedures outlined in Article 25.

B. One-Time Payment

On the first regular work day following July 1, 2018, all full-time bargaining unit members shall receive a \$2,000 one-time pensionable payment, not added to base salary. All part-time bargaining unit members, excluding adjuncts, shall receive a pro-rata amount of the \$2,000 one-time pensionable payment, not added to base salary.

For adjuncts employed during the AY 2017-2018, the following pensionable one-time payments not added to base salary will apply:

Multi-year appointments - \$1,000

At least 6 credits - \$500

Between 1 and 6 credits - \$250

19.2 Research Assistants and Research Associates

Research Assistants and Research Associates shall receive the following increment increase in lieu of a merit award provided under this Agreement. The amount shall be added to the base salary of each individual with this title who qualifies and who has been employed as of April 1 of that calendar year and is still employed on the effective date of the increase:

Effective August 23, 2019 the merit increment of each Research Assistant and Research Associate in the bargaining unit shall be calculated as the percentage increase accorded to merit in Article 19.1.A.2, less any portion of the merit pool reserved for the Provost and Deans, as per Article 25.

Effective August 23, 2020, the merit increment of each Research Assistant and Research Associate in the bargaining unit shall be calculated as the percentage increase accorded to merit in Article 19.1.A.3, less any portion of the merit pool reserved for the Provost and Deans as per Article 25.

19.3. Promotions In Rank

A. The University shall allocate \$50,000 annually for promotional increases; the balance of promotional increases shall be funded from the merit pool. In years where there is no merit pool, promotional increases shall nevertheless be paid.

B. The amounts for promotions in rank for the 2017-2021 contract shall be as follows:

For promotions effective August 23, 2017 and August 23, 2018:

Instructor	\$800
Assistant Professor	\$1,200
Associate Professor	\$2,500
Professor	\$3,500

For promotions effective August 23, 2019 and August 23, 2020:

Instructor	\$900
Assistant Professor	\$1,500
Associate Professor	\$3,000
Professor	\$4,500

C. Promotion increases shall be applied after all other increases are awarded

19.4 Satisfactory Evaluation

In departmentalized schools, Department Heads shall give faculty members at least four months' warning before issuing an unsatisfactory performance rating for the purpose of annual salary increases. At the request of the member, the warning shall trigger a meeting among the member, department head and appropriate representative of the UConn-AAUP, if requested, to develop a plan to achieve a satisfactory rating. Failure to meet the standards enunciated shall be considered just cause for an unsatisfactory evaluation. The member shall have the right to appeal any unsatisfactory annual evaluation through the grievance procedure. In non-departmentalized schools, equivalent arrangements shall be established by Deans and faculty members. Discipline for just cause under Articles 13 or 27 shall not be subject to this requirement.

19.5 Salary Minima

Effective July 1, 2017, the salary minima for each professorial rank shall be no less than the lowest salary in each rank in the previous academic year. Any proposed exceptions shall be discussed with UConn-AAUP as is current practice.

19.6 Benefits

A. Tuition Waiver

1. In addition to the waiver of tuition permitted under Chapter 185.b, Sections 10 a-105 (e, f, and g) of the 1983 revised Connecticut General Statutes, the Board of Trustees shall have full authority to waive tuition for dependent children of members of the bargaining unit matriculating in an undergraduate degree program at the University of Connecticut or its regional campuses. In the event of a faculty member's death while his/her child is enrolled, the waiver shall continue through completion of the undergraduate degree and in no case more than a total of five academic years. In the event the faculty member is separated from employment with the University for any other reason, the waiver shall cease upon the completion of the current semester, unless the University determines special circumstances warrant otherwise, after discussion with UConn-AAUP.
2. Each semester spouses of bargaining unit members who have been accepted into an undergraduate degree program at the University of Connecticut or one of its regional campuses may take non-laboratory courses--on a space available basis--with the consent of the instructor. Spouses taking courses under this option must sign up for the course no earlier than the first day of classes and are not permitted to pre-register.

B. Tuition Reimbursement

A sum of \$20,000 shall be allocated each year of the agreement for tuition reimbursement, which shall be distributed according to existing guidelines.

C. Health Insurance Programs

For the duration of this agreement, the health insurance programs established under the current SEBAC agreement will be available to bargaining unit members as specified both by the SEBAC agreement itself and as expressed in this collective bargaining agreement.

D. Group Life Insurance

Group life insurance shall be available to bargaining unit members at the same rate and coverage limits as provided to non-bargaining unit state employees under Sec. 5-257 of the Connecticut General Statutes.

E. Travel

1. Within the funds appropriated, the Board of Trustees shall have full authority to allocate funds to travel and to authorize the expenditures of such funds for out-of-state travel under the authority of the President or his/her designee.

2. The mileage reimbursement rate shall be adjusted annually in accordance with federal guidelines.

F. Professional Development Fund

1. A fund is established for professional development each year of the contract. The individual benefit focus of the Professional Development Fund shall not be altered; however, the parties recognize that up to 5% of the fund is intended to complement University sponsored professional development programs for department heads. The UConn-AAUP will be notified of professional development program expenditures for department heads.

2. The fund shall be as follows:

FY 2018 \$760,000

FY 2019 \$810,000

FY 2020 \$860,000

FY 2021 \$910,000

Unused funds will be rolled into the next fiscal year.

3. Annually, each eligible full-time faculty member shall, upon request, receive up to \$2,000 from the Professional Development Fund for any academic-related travel expenses (airfare, lodging, conference registration fees, per diem, etc.), so long as such funds are available. Such travel expenses shall require prior approval of the faculty member's department or unit head.

4. The parties acknowledge that the Professional Development Fund is especially beneficial to junior bargaining unit members. Consequently, the parties agree that each year, 30% of the fund shall be available only to members of the bargaining unit whose terminal degrees have been earned within the past seven (7) years. In the event that the full amount of this 30% has not been requested by the junior bargaining unit members by February 1 of the relevant fiscal year, the unrequested balance shall revert to the general Professional Development Fund for that fiscal year.

G. Disability Pay

In that all Alternate Retirement Plan participants receive disability coverage, all approved medical leaves of absence of bargaining unit members so insured should be referred for coverage when the medical leave exceeds the deductible period. To the extent a bargaining unit member is eligible under the Faculty Medical Leave Guidelines (Appendix B) to receive a disability insurance supplement, the University shall supplement the disability insurance such that the faculty member's bi-weekly gross pay (pay plus disability benefit and supplement) while receiving the supplement equals the bi-weekly gross pay the faculty member

would have received if he or she was fully employed less the ARP contribution being paid by the disability carrier on behalf of the faculty member.

H. Child Care

A pool of \$160,000 shall be established each year of this agreement to reimburse bargaining unit members for childcare expenses incurred in licensed day care facilities. Guidelines established by the parties shall control the reimbursement process.

I. Family/Medical Leave

Following the birth or adoption of a child or other major life event (as defined below for qualified family leaves), a member of the bargaining unit may take an unpaid family leave of absence for up to six months. During the period of an unpaid leave the University will pay for the member's individual health insurance benefits.

Tenure-track faculty members taking a qualified family leave or who experience a qualifying major life event, prior to their mandatory tenure evaluation year, will receive an automatic one-year extension of the tenure clock.

Qualified family leaves include leaves for the following events: the faculty member's serious illness or for the birth, adoption or serious illness of a child or serious illness of a spouse or parent. "Serious illness" means an illness, injury, impairment or physical or mental condition that involves (1) inpatient care in a hospital, hospice, or residential care facility or (2) continuing treatment or continuing supervision by a health care provider.

The tenure clock will be stopped no more than twice. Exceptions to this may be granted at the discretion of the Provost.

As per the SEBAC 2017 Agreement, members of the bargaining unit will be allowed to use sick leave time to pay for family FMLA, and be allowed more intermittent leave, provided that change is made so that additional unpaid leave is not tacked on the end of FMLA leave.

J. Voluntary Leave

The voluntary leave program as constituted between the parties in 1994 shall be extended for the life of this agreement.

19.7 Adjunct Faculty Compensation

For Adjunct Faculty, minimum remuneration shall be at the following rates:

Effective August 23, 2017	\$1,556 per credit
Effective August 23, 2018	\$1,556 per credit
Effective August 23, 2019	\$1,700 per credit
Effective August 23, 2020	\$1,732 per credit

For adjuncts with more than two academic years of continuous employment, the minimum remuneration shall exceed the amount above by the following percentage each year of the agreement: 2%.

19.8. Summer and Intersession

Summer and Intersession Compensation shall be governed by Article 38 of this Agreement.

19.9. Provost Fund

A. Each year of the contract a General Fund pool shall be allocated to the Provost for making increases in base salary as he/she sees fit in order to retain faculty in the face of market competition, to address other salary disparities including but not limited to salary compression and inversion, to make equity adjustments, or recognize special achievement. Faculty may also apply for such increases on the basis of salary disparity, including equity, or recent promotions before commencement of this Agreement. Neither the allocation of the fund nor the individual awards made under it are grievable or arbitrable in any way. The pools for each year of this agreement shall be as follows:

FY 2018	\$300,000
FY 2019	\$300,000
FY 2020	\$300,000
FY 2021	\$300,000

B. Immediately prior to the beginning of the academic year, the Provost shall publish standards and expectations for that portion which is to be directed toward special achievement at the next distribution.

C. The University will provide the AAUP with a list of employees who receive the increases from these sources along with the reasons in each instance.

19.10 Furlough Days

A. As per the SEBAC 2017 Agreement, bargaining unit members shall be required to take (3) unpaid furlough days between July 1, 2017 and June 30, 2018. The furlough days shall be administered as follows:

1. Deductions from pay will be spread out over as many pay periods as are available when the collective bargaining agreement is ratified.
2. Bargaining unit members joining the University after July 1, 2017 and part-time employees will have their deductions prorated.
3. Bargaining unit members who plan to leave the University may take furlough time prorated according to the amount of salary that will have been deducted as of the date of departure.

4. Employees may schedule their furlough days as they choose, before June 30, 2018, balancing competing responsibilities of teaching, service, and research, subject to the approval of their supervisors in accordance with University business needs and staffing requirements.

B. Treatment of furlough days for pension purposes shall be in accordance with the Voluntary Schedule Reduction Program.

19.11 Job Security

As per the SEBAC 2017 Agreement, during the term of this Agreement there shall be no loss of employment, including loss of employment due to programmatic changes, subject to the following conditions:

- A. Applicable only to those hired prior to July 1, 2017.
- B. Applicable only through June 30, 2021.
- C. Protection from loss of employment is for permanent employees and does not apply to:
 1. Employees in the initial working test period (probationary period);
 2. Those who leave at the natural expiration of a fixed appointment term, including expiration of any contract with an end-date except for bargaining unit members who have a multi-year appointments under Article 13;
 3. Expiration of a temporary, durational or special appointment except for bargaining unit members with multi-year appointments set forth in Paragraph 19.11.C.2 above;
 4. Non-reappointment of a non-tenured tenure track employee provided that the normal PTR procedures are followed according to the By Laws;
 5. Termination of grant or other outside funding specified for a particular position except when the employee is a permanent employee;
 6. Part-time employees who are not eligible for University supplied health insurance benefits except for adjunct faculty covered in 19.11.C.3 who are on a multi-year appointment as of July 1, 2017 subject to adequate enrollment, satisfactory teaching evaluations and the continuation of course offerings.

D. This Agreement does not prevent the University from restructuring and eliminating positions, provided those affected employees are offered and accept employment in a comparable job. An employee who is laid off under the rules of the Collective Bargaining Agreement (“CBA”) because of the refusal of an offered position will not be considered a layoff for purposes of this Agreement, but shall be entitled to all rights under the CBA.

E. The University is not precluded from noticing layoffs in order to accomplish any of the above, or for layoffs that will take effect on or after July 1, 2021.

19.12 Compensatory Time for Non-Exempt Employees:

Compensatory time for non-exempt employees shall be afforded in accordance with the Federal Fair Labor Standards Act as summarized in the following guidelines:

- A. Compensatory time shall be afforded at the rate of one and one-half hours for each hour for which overtime compensation is required by FLSA.
- B. When an employee’s compensatory time earned reaches a total of 240 hours the employee shall be paid for additional compensatory hours earned.
- C. Use of compensatory time must be requested in advance.

ARTICLE 20

MINIMUM TERMS

This agreement states the minimum terms of employment of a member of the bargaining unit. Agreements and understandings between members of the unit and the Board shall be maintained unless they fall below the minimum terms set forth herein; in such cases this agreement shall be controlling, unless the individual and AAUP agree in writing to waive these minimum terms. Agreements and understandings between members of the unit and the Board which exceed the minimum terms of this agreement, must be in writing and approved by the Dean, or equivalent official in units that do not have a Dean.

ARTICLE 21

CONTINUATION OF SERVICES

The AAUP and the Board agree that any differences between them arising under this agreement shall be settled by the means provided in this agreement. The UConn-AAUP agrees that it will neither call nor condone any form of strike by bargaining unit members, and the Board

agrees that it will not lock out members of the unit.

ARTICLE 22

MERGERS AND ACQUISITIONS

In the event that the University acquires any other educational institution or portion thereof, where the faculty members are not part of a union, the faculty members of such educational institution shall accrete to, and become members of, the bargaining unit, to the extent permitted by law. Prior to the expiration date of any agreement or individual contract under which they are presently covered, the salary schedule and other conditions of employment for these new members shall be negotiated by the parties for the subsequent year.

ARTICLE 23

SAVINGS CLAUSE

23.1 If any provision of this agreement is, or shall at any time be, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law. Any substitute action shall be subject to appropriate consultation and negotiation with the AAUP.

23.2 In the event that any provision of this agreement is, or shall at any time be, contrary to law, all other provisions of this agreement shall continue in effect.

ARTICLE 24

RESEARCH ASSISTANTS AND RESEARCH ASSOCIATES

The titles of Research Assistant and Research Associate are used exclusively for individuals who support grant-funded or contract-funded research activities. The specific conditions of employment shall be identified in offer letters of employment or as modified on renewal appointments as they occur. Reasonable changes in hours may be required with four weeks' notice. The normal University workweek will apply with provision for compensatory time in accordance with mutually agreed upon guidelines.

24.1 Annual Salary Adjustments

Research Assistants and Research Associates shall receive the percentage merit specified under Article 19 of this agreement.

24.2 Benefits

A. Full-time Research Assistants and Research Associates shall be entitled to leaves with pay according to the following schedule. Research Assistants and Research Associates appointed at less than full time or for durations less than one year will be entitled to leaves with pay on a pro-rated basis. Vacation and sick leave must be requested through the University system by the employee. Leave not taken annually will be neither carried over nor compensated.

1. Vacation Leave

Effective on the appointment date and each anniversary date of such appointment thereafter, Research Assistants and Research Associates shall accrue a maximum of 22 vacation days annually. Vacation will be taken at a time mutually agreed to by the supervisor and the employee. There will be no accrual of vacation beyond the end date of a funding grant, funding contract, or employment contract.

2. Holidays

Legal holidays as enumerated below:

New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas.

If a holiday falls on a day when a person is expected to be on duty, he/she will earn a compensatory day off to be taken at a time mutually agreed to by the supervisor and the employee.

3. Sick Leave

Effective on the appointment date and each anniversary date of such appointment thereafter, Research Assistants and Research Associates shall receive paid sick leave for bona fide personal illness up to fifteen (15) work days annually. Employees may be required to provide an acceptable medical certificate. There will be no accruals of sick leave beyond the end dates of a funding grant, funding contract or employment contract.

4. Personal Leave

Effective August 23 of each year of the contract each Research Assistant and Research Associate shall be credited with one day of personal leave to be taken as needed for the conduct of personal business or religious observance. As much advance notice as possible will be given to the supervisor or manager when personal leave is taken.

- B. 1. Human Resources will provide to requesting Research Assistants and Associates who are not renewed a listing of current openings with similar titles within the University.

2. Research Assistants and Associates may be hired on multiple year appointments not to exceed the term of the grant.

24.3 Layoffs

This section pertains to Research Assistants and Research Associates who are laid off prior to the end-date of their appointment.

A. In cases where employees supported by grant funds and contracts receive less than (30) thirty calendar days' notice of layoff from their supervisors, such employees shall be eligible for a prorated cash payment for the portion of the (30) thirty calendar days' notice period not given. A pool of no more than \$20,000 shall be set aside for all such cases. In no instance shall any individual receive the equivalent of more than two (2) pay periods of salary.

B. Dismissal for cause is not subject to the above schedule.

24.4 Written Warnings and Reprimands

A. Supervisors may issue written warnings following discussion with the bargaining unit member, who may request attendance of a UConn-AAUP representative.

B. Only supervisors who are not in the bargaining unit may issue written reprimands following discussion with the bargaining unit member, who may request attendance of a UConn-AAUP representative.

C. Within seven (7) calendar days of receiving notice of the action, the employee may make a written request to the initiator of the action to review the decision. The bargaining unit member may request the attendance of a UConn-AAUP representative.

D. Within seven (7) calendar days of the review, the employee may appeal the decision to the appropriate Dean, Director, or Provost.

E. The decision of the Dean, Director or Provost is final and may not be appealed to arbitration on substantive or procedural grounds.

24.5 Dismissal for Cause Procedures

This section refers solely to disciplinary action resulting in loss of pay or dismissal for cause during the term of an employment contract.

The Parties agree that dismissal for cause during the term of the contract of a Research Assistant or Research Associate shall follow the procedure outlined below:

A. The employee shall receive a written statement of the reasons for which

the action is being initiated.

- B. Within seven (7) calendar days of receiving notice of the action, the employee may make a written request to the initiator of the action to review the decision.
- C. Within seven (7) calendar days of receiving the review (see item B above) the employee may appeal the decision to the appropriate Dean, Director, or Provost.
- D. The decision of the Dean, Director, or Provost is final and may not be appealed to arbitration on substantive or procedural grounds.
- E. In cases where the Research Assistant or Research Associate claims and is prepared to show evidence that the Dean, Director, or Provost's decision in (D) above was arbitrary and capricious, or that the discipline was based on inaccurate facts or that the discipline is too severe for the infraction, the final decision may be appealed to an internal disciplinary review panel. Such appeal must be made within seven (7) calendar days of receiving the Dean, Director, or Provost's decision in (D) above.
- F. Composition of the Internal Disciplinary Review Panel for Research Assistants and Research Associates:

The UConn-AAUP shall select one person from within the bargaining unit. The Administration shall select one person from the administration and these two individuals shall choose a third who is mutually agreeable. The third person shall be or have been a principal investigator and/or be very knowledgeable about the management of grant funds. The three-person panel shall hold a due process hearing on the Research Assistant or Research Associate's claim and render a decision in writing within twenty-one (21) calendar days of the appeal at (E) above. If the majority of the panel upholds the position of the employee, they shall either reduce or rescind the disciplinary action or remand the decision to correct any procedural deficiencies. The decision of the panel shall be final and binding. No disciplinary action, including dismissal for cause, is grievable-or arbitrable under the collective bargaining contract.

24.6 Reclassification Process

A. Requests for reclassification (promotion) may be made by either the Principle Investigator (PI) or the Research Assistant or Research Associate and forwarded through the Human Resources department when:

- 1. The incumbent meets the minimum education and experience requirements of the next level as identified in the criteria listed on the Human Resources webpage. UConn-AAUP will be notified of any changes to the criteria; and
- 2. When assigned job duties meet the description of the next level.

The method of classification analysis shall be a job audit performed by specialists in the Department of Human Resources.

B. Human Resources shall supply the reclassification application within 1 (one) week after receiving a written request for reclassification. The Research Assistant/Associate will complete the application and return it to Human Resources together with a copy of his/her curriculum vitae (CV). The PI, Department Head, and/or Dean/Director will confirm the information on the application, and the application shall be returned to Human Resources.

C. Except in unusual circumstances, within 4 (four) weeks following receipt of the application, Human Resources will complete its audit. The employee and the PI will be notified in writing of the audit results. In no case shall the delay be more than ninety (90) days from the submission date of the application. Audit results shall not be grievable.

D. If the audit process reveals that an existing higher-level job classification is appropriate, the effective date of the reclassification shall be no more than ninety (90) days from the submission date of the application. The Research Assistant/Associate will have his/her salary increased by \$500.

ARTICLE 25

MERIT

Merit is for the recognition of noteworthy contributions to one's department, school, campus or college, the University and or professional discipline through the traditional avenues of teaching, research and service. It is also the most consistent means for moving beyond the cost-of-living increase traditionally recognized through the satisfactory performance increase provision. It is recognized that conditions vary within and among departments in terms of individual expectations, and it is agreed that awards at the various levels are designed to recognize individual achievement.

25.1 This article does NOT refer to Research Assistants or Research Associates paid from grant funds or contracts.

25.2 The merit pool shall be distributed according to the procedures outlined below:

A. The Provost shall establish a contingency fund and shall distribute the remainder of the merit pool at his/her discretion among the Deans of the schools and colleges.

B. The Dean of a school or college shall establish a contingency fund from the merit pool allotted to his/her school or college by the Provost. The remainder of the merit pool, excluding an amount for department heads' merit, shall be distributed at the discretion of the Dean among the departments. The Dean shall reserve an amount from the departments' merit pool equal to the merit associated with the department heads' payroll. Prior to the beginning of

the academic year, the Dean will publish his/her merit criteria to faculty and for Department Heads within his/her school.

C. The total amount of the contingency funds of both the Provost and the Deans shall not exceed 30% of the merit pool.

D. Consistent with the procedures outlined in Article 30, in departmentalized schools each department may establish, by a majority vote, the criteria and also may establish priorities or the appropriate weighting of such criteria, that will be used to determine the departmental merit recommendations. In non-departmentalized schools equivalent arrangements shall be established by Deans and faculty members. By means of a procedure approved by a majority of the faculty, departments (and their equivalents in non-departmentalized schools) may establish advisory committees for making recommendations for merit awards to the Department Head. Such committees may also present merit evaluations without mention of a dollar amount to the Dean for his/her consideration in determining the Department Head's merit award. In the event a department decides to permit the Department Head to establish the criteria and the appropriate weighting for merit recommendations, the Department Head shall inform all faculty members in writing of such criteria no later than two months prior to the commencement of the academic year for which merit recommendations will be made.

E. Department Heads shall take departmental committee recommendations into consideration when making their own merit recommendations. In concert with the PTR requirements identified in the By-Laws, merit criteria shall include instructional, scholarly, service, and outreach excellence as appropriate.

F. On forms provided by the Provost, Department Heads shall forward their merit recommendations for members of their departments, other than themselves, along with recommendations of the advisory committee, to the Dean of the school or college. If a merit award is recommended, it shall be no less than \$500.

G. A bargaining unit member may request from his/her Department Head information regarding his/her departmental merit recommendation(s) at any time after such information is transmitted to the Dean.

H. Department Heads shall inform each member of the department of his/her merit recommendation at the same time such recommendation is submitted to the Dean of the appropriate school or college. A faculty member has fourteen (14) calendar days from the time of the Department Head's submission to the Dean to discuss the Department Head's recommendation with the Dean.

I. The Dean shall review the recommendations of the Department Head and the departmental advisory committee. The Dean shall forward his/her own recommendations to the Provost.

J. Within two weeks of making his/her recommendations to the Provost, the office of the Dean shall compile and make available to the departments an abstract of merit awards.

Such an abstract will give the number of people receiving a given range of award within the school and/or no award.

K. Departments and interdisciplinary units employing jointly appointed faculty shall agree upon a merit process for such faculty. The tenure home department may administer the merit award process and use its own merit criteria. The department will treat contributions towards interdisciplinary scholarship and creative work, the teaching of courses for the tenure home and interdisciplinary unit, and service to the department and interdisciplinary unit according to criteria determined by the department and interdisciplinary unit. The Directors of Institutes and other interdisciplinary units shall advise the tenure home department and department heads of the faculty member's performance in his/her interdisciplinary field, including the significance of the faculty member's publications within interdisciplinary fields. A designee of the Provost shall establish merit procedures for Institute and Center Directors, and notify them of said procedures at the time of appointment.

25.3 The University will provide AAUP a list of merit awards by fund and by individual on or before October 1.

25.4 Merit awards shall be communicated to the bargaining unit member via the University email system no later than August 15 of the relevant fiscal year.

25.5 Judgments and decisions of the Provost which result in decrease of more than 35% in the Department Head's recommendations are subject to the grievance procedure described below only where there is evidence alleging that the decrease was arbitrary or capricious.

25.6 Merit Grievance Panel

For the purpose of hearing merit grievances, an internal merit grievance panel shall be convened made up of one member of the administration chosen by the Provost, one member of the bargaining unit chosen by UConn-AAUP, and a neutral party chosen by the first two individuals. The panel may either uphold or dismiss the grievance. In a case where the panel upholds the grievance, it shall recommend an appropriate merit award; however, in no case shall the panel award more than the Department Head had originally proposed. The decision of the panel is final and is not grievable or arbitrable. Grievances on merit must be presented to the administrator in charge of collective bargaining within fourteen (14) calendar days of the receipt of the Provost's letter notifying the employee of his/her merit awards.

ARTICLE 26

TEMPORARY EMPLOYEES

This article refers to the titles listed below:

Research Professor, Associate Research Professor, Assistant Research Professor, Research Instructor, Visiting Professor, Visiting Associate Professor, Visiting Assistant Professor, Visiting Instructor, Adjunct

Faculty, Associate Research Scientist, Associate Research Scholar, Research Scientist, Research Scholar, Senior Research Scientist, Senior Research Scholar.

26.1 For the purpose of signifying the temporary nature of any title in the bargaining unit or that an appointment is funded by a grant or contract, the word "visiting" may precede the title. Temporary "visiting" appointments, unless funded by a grant or contract, shall be limited to a maximum duration of three (3) years. The duration of a visiting appointment may be extended beyond three (3) years for good cause with the agreement of the UConn-AAUP. If a visiting appointment is converted to a continuing appointment covered by Article 13, all years of prior service as visiting shall be credited to eligibility for multi-year appointments.

26.2 Sick Leave

A. Decisions concerning sick leave for personal illness for all temporary employees will be handled by the administration in conformity with the University of Connecticut By-Laws, (Revised August 5, 2015), Section XIV.L.4. Employees may be required to provide an acceptable medical certificate.

B. There shall be no accruals of sick leave or vacations beyond the end dates of a grant or employment contract.

26.3 Notice of Termination

A. In the event of programmatic change, low course enrollment, or bona fide fiscal constraints during the term of an employment contract, temporary employees shall be entitled to notice of termination or pay and benefits for which they are eligible under the applicable plans in lieu thereof according to the following schedule:

- Faculty with semester appointments shall receive thirty (30) calendar days' notice. After the first day of class for the course, payment must be made for the remainder of the semester.
- Annual appointments with less than three (3) years of continuous employment, or semester appointments with six (6) or more consecutive semesters of employment, shall receive forty-five (45) calendar days' notice.
- Annual appointments with more than three (3) years of continuous employment shall receive sixty (60) calendar days' notice.

Dismissal for cause is not subject to the above schedule.

26.4 Written Warnings and Reprimands

A. Supervisors may issue written warnings following discussion with the

bargaining unit member, who may request attendance of a UConn-AAUP representative.

- B. Only supervisors who are not in the bargaining unit may issue written reprimands following discussion with the bargaining unit member, who may request attendance of a UConn-AAUP representative.
- C. Within seven (7) calendar days of receiving notice of the action, the employee may make a written request to the initiator of the action to review the decision. The bargaining unit member may request the attendance of a UConn-AAUP representative.
- D. Within seven (7) calendar days of the review, the employee may appeal the decision to the appropriate Dean, Director, or Provost.
- E. The decision of the Dean, Director or Provost is final and may not be appealed to arbitration on substantive or procedural grounds.

26.5 Dismissal for Cause Procedures for Temporary Employees

The Parties agree that dismissal for cause of a temporary employee during the term of an employment contract shall follow the procedure outlined below:

- A. The employee shall receive a written statement of the reasons for which the action is being initiated.
- B. Within seven (7) calendar days of receiving notice of the action, the employee may make a written request to the initiator of the action to review the decision.
- C. Within seven (7) calendar days of the review (see item B above) the employee may appeal the decision to the appropriate Dean, Director, or Provost.
- D. The decision of the Dean, Director, or Provost is final and may be appealed to arbitration on procedural grounds only.

26.6 Notice of Non-Renewal

A. Temporary employees shall be entitled to notice of non-renewal or pay and benefits for which the employee is eligible under the applicable plans in lieu thereof according to the following schedule:

- With three (3) or less years of continuous employment, employees shall receive thirty (30) calendar days' notice.
- After continuous employment of more than three (3) years, employees shall receive sixty (60) calendar days' notice.

B. Non-renewal of a temporary appointment at the expiration of the appointment period shall not be grievable.

26.7 Adjunct Faculty

A. The University shall determine minimum enrollment requirements and inform the AAUP.

B. The maximum number of credits an adjunct may teach in any one semester is eight (8). Exceptions to this rule must be approved in writing by the AAUP and the Department of Human Resources.

C. Multi-year Contracts

1. Adjuncts employed prior to July 1, 2017 who have been continuously employed for ten (10) consecutive semesters, shall be offered multi-year contracts, subject to adequate enrollment, satisfactory teaching evaluations, and the continuation of class offerings. For purposes of this paragraph, an adjunct faculty member shall not be deemed to have a break in service if: no course is available, the adjunct faculty member's assigned course is assigned to a full-time faculty member, or if the faculty member is replaced as designated in 26.7.E below for demonstrable need for better qualifications, and/or due to documented health reasons the adjunct is unable to teach for a period of up to one (1) semester.

2. New adjuncts, employed on or after July 1, 2017, who have been continuously employed by the University for twelve (12) consecutive semesters shall be offered multi-year contracts, subject to adequate enrollment, satisfactory teaching evaluations, and the continuation of class offerings. For purposes of this paragraph, an adjunct faculty member shall not be deemed to have a break in service if: no course is available, the adjunct faculty member's assigned course is assigned to a full-time faculty member, or if the faculty member is replaced as designated in 26.7.E below for demonstrable need for better qualifications, and/or due to documented health reasons the adjunct is unable to teach for a period of up to one (1) semester.

3. Commencing the first multi-year contract, all subsequent contracts shall be for at least three (3) years.

4. Multi-year contracts are defined as having a term of at least three academic years and remain in effect during semesters when the adjunct is unavailable due to documented medical reasons or other basis to which the adjunct and the department head and/or campus director agree, including no course is available, and/or the faculty member's assigned course is assigned to a full-time faculty member, or if the faculty member is replaced as designated in 26.7.E below for demonstrable need for better qualifications.

D. If an Adjunct is to be appointed, the following will prevail.

1. An adjunct faculty shall have a right of first refusal to teach the lab sections associated with any course section in which that adjunct was the instructor of record.

2. Compensation for adjuncts appointed to lab sections associated with credit courses will be at the AAUP negotiated rate and with benefits set forth in paragraph 26.7.I of this Article.
3. No adjunct shall be paid during a semester in which he/she does not teach or does not perform formalized non-teaching assignments.

E. Evaluation of adjunct teaching may include, among other elements, classroom observations and student evaluations of teaching. Replacements during the term of an employment contract for reasons of teaching related qualifications may also be made based on a demonstrable need for better qualifications. In such circumstances the University shall notify the affected adjunct faculty member thirty (30) calendar days prior to the first day of the course or the affected adjunct faculty member will receive pay in lieu thereof for the prorated portion of the thirty (30) calendar days' notice period not given.

F. Formalized non-teaching assignments for adjunct faculty, such as advising, curriculum development, etc. shall be compensated based upon pro-rated load credits.

G. Adjunct faculty with a multi-year contract shall be entitled to meet with their respective Department Head and/or Campus Director (and UConn-AAUP representative if requested) and be provided with reasons for the non-reappointment or reassignment. After meeting with the Department Head and/or Campus Director, upon request, such faculty member (and UConn-AAUP representative if requested) shall be entitled to discuss non-reappointment or reassignment with the Dean or his/her designee. The Dean or his/her designee may overturn the non-reappointment or non-assignment.

Except as provided by Article 5, the procedures in this Article shall be the exclusive procedure for resolving non-reappointments or reassignments of adjunct faculty on multi-year appointments.

H. Adjuncts who teach both the lecture and lab section of a course will be paid as an adjunct for the lecture and for each lab section.

I. Adjunct Benefits

Adjuncts shall be eligible to purchase parking permits and shall have faculty library privileges. Library and email privileges will be continued for two semesters following any appointment.

ARTICLE 27

DISCIPLINE FOR TENURED AND/OR TENURE-TRACK FACULTY

The parties wish to encourage open communication between administrators and faculty and agree that whenever possible problems should be resolved informally before these procedures are initiated. The parties agree that this Article shall not be used to restrain faculty members in the exercise of their academic freedom or their rights as citizens.

The parties agree that, except for serious misconduct, dismissal should occur only as the final step in a progressive disciplinary system and each instance of misconduct shall be judged solely on its own factual situation.

- A. Discipline and dismissal for tenured or tenure-track faculty shall be for just cause such as:
 - 1. neglect of assigned responsibilities, incompetence, failure to meet satisfactory standards of job performance, failure to meet continuing educational requirements, or to fulfill professional commitments;
 - 2. insubordination, serious misconduct, or non-compliance with University of Connecticut By-Laws (Revised August 5, 2015); noncompliance with the Code of Ethics for Public Officials (Chapter 10 of the Connecticut General Statutes) or with University, State, or Federal regulations governing research;
 - 3. the use of fraud, collusion, concealment, or misrepresentation of a fact material to obtaining employment with the University and/or obtaining promotion, tenure, salary increase, or other benefit;
 - 4. sexual harassment, serious misconduct, or other conduct which impairs the rights of faculty, students, employees, or others who are engaged with the University in its business or operations.
- B. Procedures to be followed for dismissal, demotion in rank and/or salary, or suspension without pay.
 - 1. The faculty member shall receive in writing a statement from the Dean's office of the reasons for the action being recommended.
 - 2. Within seven (7) calendar days of receiving the written statement (B.1), the faculty member may request from the Dean a hearing with a UConn-AAUP representative present, should the faculty member so desire. This hearing shall be held within fifteen (15) calendar days of the employee's written request. The Dean's Office shall issue a written recommendation following the hearing within seven (7) calendar days
 - 3. Within seven (7) calendar days of receiving the recommendation in B.2 above, the faculty member shall have the right to submit a written appeal to the

Provost. At such appellate hearing, the faculty member shall have the right to be represented by the UConn-AAUP. The Provost's Office shall issue a written decision following the appellate hearing.

4. The decision of the Provost may be appealed to arbitration on the merits under Article 10 of this agreement.

C. A Dean or equivalent official not a member of the bargaining unit may issue written warnings and reprimands following discussion with the bargaining unit member, which member may request the attendance of an AAUP representative. Warnings, reprimands, and other less severe discipline shall be grievable through steps B.3 above but shall not be grievable to arbitration.

D. If the Provost or more senior official judges that the grounds for dismissal or discipline require the immediate suspension of the faculty member, the suspension shall be with pay until the hearings described in B.2 and B.3 above have taken place or the opportunity to have such a hearing has been afforded to the grievant, and only after discussion with the UConn-AAUP.

1. In the event the discipline is performance related, as defined in A.1 above, and involves the loss of or reduction in salary, the salary shall not be withheld until after the arbitration decision or four (4) months from the initiation of the discipline at B.4, whichever is sooner. In the event the discipline is for serious misconduct (including job abandonment), this provision is not applicable.

E. The procedures for discipline provided in this Article shall supersede any contrary provisions of the University By-Laws.

F. The parties agree that the PTR procedures should not be used to deal with issues of misconduct which are more appropriately dealt with under the disciplinary procedures. In no case shall the outcome of the PTR (promotion, tenure, or reappointment) process be construed as falling under this Article.

ARTICLE 28

STUDENT EVALUATIONS OF TEACHING

The Student Evaluation of Teaching (SET) can productively inform regarding teaching effectiveness in particular areas. In gauging teaching effectiveness, however, SETs are not to be used as the sole criterion of teaching for disciplinary measures, promotion, tenure or reappointment, or for non-reappointment with respect to full-time faculty and adjunct faculty who have been employed by the University for at least five (5) semesters over a five (5) calendar year period, including summer sessions. Nothing contained in this Article shall be interpreted to suggest there is any expectation of continued employment at the expiration of a contract.

ARTICLE 29

PATENT RIGHTS

The terms and conditions concerning patent rights, as outlined in section 10a-110b, 10a-110c and 10a-110d of the Connecticut General Statutes, revised to January 1, 2015, shall be incorporated by reference and together with current practice are understood to guide the University in matters related to the ownership of inventions and employees' share of proceeds from inventions.

ARTICLE 30

FACULTY PARTICIPATION IN DEPARTMENT GOVERNANCE

30.1 Statement of Principal

By virtue of their command of their disciplines, University faculty shall participate in the governance of the departments in which they will exercise their judgments. Governance shall take the form of selection and evaluation of faculty members, curriculum development, research directions, and utilization of financial resources. The sections that follow ensure meaningful participation by department faculties, including the assurance of procedural regularity and fair play.

30.2 Contractual Governance

Each Department, or School where a Department does not exist, shall maintain Department governance documents that shall be consistent with the collective bargaining agreement, and the governance documents of the relevant School, College and University in which the Department/School is located. Each department or school faculty shall develop Department/School governance documents for the governance of their departments. The following Department governance documents shall be required for each Department/School:

- A. Bylaws
- B. Merit Criteria
- C. Promotion and Tenure
- D. Workload Policies

These documents shall be drafted by faculty-elected department committees and shall require approval by a majority of eligible Department voters.

30.3 Each Department may choose by a majority vote of eligible Department voters to forego developing any of the preceding Department governance documents. Such a vote should be held on or before July 1 of every fourth fiscal year, with the first vote to be held in the fiscal year following the signing of this agreement. Department faculty may also opt to vote between these intervals.

30.4 Deans shall review these Departmentally approved documents to ensure they are consistent with the By-Laws and governance documents of the School or College.

30.5 Departments shall adhere to these practices when drafting or updating the aforementioned documents.

- A. By-Laws – the By-Laws of each Department/School shall include *inter alia* determination of criteria for eligible voters
- B. Merit Policies – refer to Article 25 of the Collective Bargaining Agreement
- C. Promotion, Tenure and Reappointment – Each Department shall have a Departmental PTR Advisory Committee selected according to a method approved by a majority of the Departmentally determined eligible faculty voting members. This Committee:
 - Shall advise the Department Head on promotion, tenure, and reappointment;
 - Shall review the faculty member’s PTR File and appraise the performance and potential for teaching, scholarship and/or creative accomplishments, and service of the individual under consideration, basing its evaluations on the criteria listed in the By-Laws of the University of Connecticut, Article XIV (revised August 5, 2015). This evaluation should take into account the assignments of the individual;
 - Shall advise the Department Head by making a formal recommendation by vote and summarizing its evaluation and vote in a written report;
 - Shall follow prescribed procedures outlined in the Provost’s Guidelines on Promotion, Tenure, and Reappointment.
- D. Workload Policies – Workload policies shall be consistent with other articles contained in the Collective Bargaining Agreement. Departments may choose by a majority vote of eligible Department faculty to adopt College/School Workload By-Laws or policies in place of developing their own particular department policies. In the absence of departmental workload By-Laws or policies, the relevant School or College By-Laws or policies will control.

ARTICLE 31

PROMOTION, TENURE, AND REAPPOINTMENT

The parties agree to establish a work group to discuss negotiable aspects, if any, of the University's promotion, tenure, and reappointment procedures.

ARTICLE 32

DUE PROCESS IN UNIVERSITY PERSONNEL MATTERS

Due process requires the University to protect members for discrimination, prejudice and distortion in their records pertaining to evaluation for promotion, tenure and any other University personnel matter.

ARTICLE 33

AGRICULTURAL EXTENSION

The University By-Laws, (dated August 5, 2015), Section XIV.C. through S. concerning academic tenure apply to tenured and tenure-track faculty in Agricultural Extension.

ARTICLE 34

TENURE APPEAL

34.1 In the event that a vote in favor of tenure for a faculty member by a departmental PTR committee, a Dean's Advisory Council, and the Provost's Faculty Review Board are all overturned by the Provost of the University and the faculty member has evidence that the Provost's decision may have been arbitrary and capricious, the Provost's decision may be appealed to a Select Committee chosen by the Senate Executive Committee. The appeal must be made within thirty seven (37) calendar days of the faculty member receiving the decision of the Provost denying his/her tenure.

34.2 The Senate Executive Committee shall nominate nine (9) tenured members of the faculty who are in the bargaining unit to serve on the committee and the University and the AAUP may each strike two (2) names from the list of nominees. In the event that more than five (5) names remain after the completion of the process, the Senate Executive Committee shall designate five (5) persons to serve as the Select Committee. The parties understand that time is of the essence in this process.

34.3 If the five-member Select Committee finds, after hearing the evidence from each side, that arbitrary and capricious action was, in fact, the basis for the Provost's decision, the aggrieved faculty member shall be recommended for tenure through the Provost to the Board of Trustees.

34.4 No bargaining unit member may pursue a tenure appeal pursuant to this Article if he/she has also pursued, or is in the process of pursuing, a tenure appeal pursuant to the University's Bylaws (dated August 5, 2015). No bargaining unit member may pursue a tenure appeal pursuant to the University's Bylaws (dated August 5, 2015) if he/she has also pursued, or is in the process of pursuing, a tenure appeal pursuant to this Article.

ARTICLE 35

PARKING

35.1 The AAUP will have a representative on the Parking Advisory Committee. Bargaining unit members will be afforded one "free" ticket per semester where it can be demonstrated that the member had paid for parking and none was available (handicapped and fire lanes excluded).

35.2 Annual Increase:

The University has the right to increase parking fees in the existing Storrs rate schedule as follows. The annual increase does not apply to adjuncts. Those increases are in Section 4.

The Parties agree that commencing on July 1, 2017 and at the beginning of each subsequent fiscal year thereafter, parking fees for all types of permits in a given fiscal year shall be increased by a factor equal to the annual percentage increase in base salary exclusive of merit rounded to the nearest whole dollar amount effective that same fiscal year. The percentage increase shall be applied to the parking fee in effect at the time of the annual increase. In any year there is zero percent (0%) increase to the base salary, other than the fiscal year commencing July 1, 2016, there will not be an increase in the parking rate.

The University will maintain designated Area 3 parking as free for bargaining unit members.

35.3 Area 2 Sliding Scale:

Bargaining unit members shall be eligible to purchase Area 2 parking permits at a reduced cost according to a sliding scale based on base salary:

<u>Percentage of Area 2 Rate</u>	<u>Base Salary</u>
----------------------------------	--------------------

50%	Up to \$50,000
75%	\$50,001-\$75,000
100%	\$75,001 and up.

35.4 Adjunct Faculty

Area 2 parking fees for adjunct faculty shall not be increased until July 1, 2019. Commencing on July 1, 2019 and at the beginning of each subsequent fiscal year thereafter, parking fees for adjunct faculty shall be increased by a factor equal to the same percentage increase in the same fiscal year as the adjunct base rate specified in Article 19. In any year there is a zero percent (0%) increase to the base salary, there will not be an increase in the parking rate.

35.5. Regional Campuses:

The University will provide Area 2 parking for all faculty at regional campuses. Parking rates at campus locations other than Storrs, except as noted below, shall be the same as the Area 2 rates at the Storrs campus. Bargaining unit members purchasing parking permits at the campus at which they are primarily employed shall have the parking permit honored at comparable or lesser types of parking at other campuses when travelling to such locations for University business.

The University reserves the right to also provide non-Area 2 parking at any campus. If non-Area 2 parking is made available to bargaining unit members, the rates will be negotiated with UConn-AAUP.

ARTICLE 36

FLEXIBLE SEMESTERS

The University and the UConn-AAUP recognize the importance of encouraging research activity during the academic year, which is agreed to be the primary appointment period of all faculty. Adjustments in the academic calendar may require increased flexibility in research scheduling. On a voluntary basis and with the approval of the department head and/or Dean, a faculty member may be allowed to substitute a summer teaching assignment for a fall or spring teaching obligation. This exchange will be considered as part of the faculty member's regular teaching load and will not be eligible for extra compensation. Normally the enrollment requirements described in the summer school agreement will not pertain to classes taught on an exchange basis, but if a course is cancelled by Administration, the faculty member's obligation will have been met. The University shall adopt necessary procedures for the implementation of this agreement, and they shall apply equally to all academic departments. Such voluntary changes are understood to be in the best interests of the University and the faculty member, and, therefore, annual records and merit and other evaluations will be adapted to take into account such flexible scheduling.

ARTICLE 37

COACHES AND TRAINERS

This article pertains to bargaining unit members in the following titles:

Head Coach, Associate Head Coach and Assistant Coach;
Trainer
Specialist IA, IIA, IIIA, IVA

Tier I NCAA Team Sports: Football and Basketball

Tier II NCAA Team Sports: All other NCAA Team Sports Offered at the University

37.1 All bargaining unit members in this article may be hired or renewed for multiple year contracts. However, in no case may a bargaining unit member assigned to a Tier I NCAA Team Sport or an Assistant Coach or Associate Head Coach assigned to a Tier II NCAA team Sport be hired or renewed for a term longer than the head coach in his/her sport. In situations where the contract term for an existing coach has expired, the terms and conditions of the previous contract may be applicable and remain in effect until a new agreement is in place so long as the parties agree prior to the expiration of the existing contract term.

37.2 New bargaining unit members shall serve a one-year probationary period. In the event the probationary employee is dismissed before the end of his/her probationary period, he/she shall receive one month's notice or pay and benefits for which he/she is eligible under the applicable plans in lieu thereof.

37.3 Following the probationary period, Trainers and Specialists in Tier II NCAA Team Sports shall be eligible for one-year appointments up to a maximum of five (5) such one-year appointments. Notice of non-renewal shall be afforded according to Section 37.6 below. Beginning in the seventh year, or prior to the seventh year upon recommendation of a supervisor and approval by the Athletic Director or equivalent official, reappointed Trainers and Specialists in Tier II NCAA Team Sports shall receive multi-year contracts of between three (3) and five (5) years in duration. Commencing with the first multi-year contract: subsequent appointments shall be for three (3) or more years, non-renewal shall be grievable according to the standards of dismissal for cause, and notice of non-renewal shall be afforded according to the schedule listed in 37.6 below.

37.4 Unless otherwise specified in this Article, neither the dismissal of bargaining unit members during their probationary period, nor the non-renewal of bargaining unit members prior to receiving a multi-year appointment shall be grievable, except pursuant to Article 5 (Non-Discrimination). In such cases, the UConn-AAUP shall have the burden to demonstrate that the non-renewal violated Article 5.

37.5 This section applies only to Tier I NCAA Team Sports

A. Any new bargaining unit member employed in Tier I NCAA Team Sports must be employed exclusively in Tier I NCAA Team Sports.

B. In those instances where a head coach of a Tier I NCAA Team Sport has a five-year appointment, bargaining unit members supporting that sport in the titles covered in this Section may be appointed to varying employment terms which coincide with the employment term of the head coach. However, in no case may a bargaining unit member in Tier I NCAA Team Sports be hired or renewed for a term longer than the head coach in his/her sport.

C. When a head coach of a Tier I NCAA Team Sport is separated for any reason before the end of his/her contract, a bargaining unit member in the titles covered in this Section may be terminated with the following notice:

- i. Employees with less than one year's service shall receive ninety (90) calendar days' notice or pay and benefits for which they are eligible under the applicable plans in lieu of notice;
- ii. Employees with at least one year of service shall receive one hundred eighty (180) calendar days' notice or pay and benefits for which they are eligible under the applicable plans in lieu of notice.

37.6 Notice of Non-Renewal

Notice of non-renewal, or salary and benefits for which they are eligible under applicable plans in lieu thereof, shall be afforded according to the schedule below

- i. Probationary employees shall receive 14 calendar days' notice.
- ii. After one (1) year of non-probationary employment: sixty (60) days' notice;
- iii. After continuous non-probationary employment of three (3) or more years: one hundred twenty (120) days' notice.
- iv. After receiving a multi-year contract: 300 days' notice

37.7 Members Previously in Article 13

On or before December 31, 2017, the UConn Administration shall conduct an audit of all members of the unit covered by this Article to determine if any such members eligible for multi-year contracts have not received such contracts. The results of this audit shall be communicated to any such members of the bargaining unit and also provided to UConn-AAUP. If the audit identifies any bargaining unit members who should have, but did not, receive a multi-year contract, the parties shall meet to discuss the matter and determine what action should be taken. If a bargaining unit member is qualified for a multi-year contract, such contract will be offered and the UConn-AAUP will be consulted with respect to changed assignments and compensation, if warranted. Nothing herein shall prevent the UConn-AAUP from discussing prior to completion of the audit any specific individuals it believes may be eligible for a multi-year contract.

37.8 At the discretion of the University, a bargaining unit member in the titles covered

in this Article who is required to utilize a wireless communication device to perform his/her official duties may receive compensation in the form of a stipend to cover business-related use of a personally owned mobile device. Use of the device, including eligibility for and the amount of the stipend, shall be determined in accordance with University policy, as may be amended from time to time.

37.9 Following a negotiated agreement with UConn-AAUP, teams may move from one tier to another.

37.10 Evaluation System

The parties agree that the purpose of an evaluation system is to ensure the quality of job performance and to inform decisions regarding reappointment and promotion in rank.

37.11 Evaluation Procedures

A. All formal evaluations shall be conducted in accordance with procedures developed by the Department of Athletics. Evaluation procedures shall be in writing and shall not solely rely upon student athlete evaluations. The Department shall establish and publish such evaluation procedures on or before December 31, 2017. Subsequent changes in such procedures shall also be published.

B. Written evaluations shall be shared with the bargaining unit member within fourteen (14) calendar days of the time they are completed. The bargaining unit member shall sign the evaluation solely for the purpose of acknowledging that he/she has read it and shall be given a copy for his/her records.

C. An employee shall have the right to append a response to his/her evaluation.

37.12 Dismissal for Just Cause

The parties wish to encourage open communication between administrators and bargaining unit members in the titles covered in this Article and agree that whenever possible, problems should be resolved informally before these procedures are initiated.

The parties agree that, except for serious misconduct, dismissal of a bargaining unit member in the titles covered in this Article should occur only as the final step in a progressive disciplinary system and each instance of misconduct shall be judged solely on its own factual situation merits. The level of proof shall be a preponderance of the evidence. The parties acknowledge that the provisions of Article 3 on academic freedom apply to all bargaining unit members in the titles covered in this Article.

A. Discipline or dismissal during the term of an employment contract shall be for just cause. Non-renewal of all bargaining unit members covered by this Article shall not require just cause, except for Trainers and Specialists in Tier II NCAA Team Sports. Just cause is defined to mean:

i. Neglect of assigned responsibilities, incompetence, or failure to

fulfill professional commitments.

- ii. Insubordination or serious noncompliance with the University of Connecticut By-Laws, (Revised August 15, 2015), with the Code of Ethics for Public Officials (Chapter 10 of the Connecticut Statutes), or with NCAA rules or regulations;
- iii. The use of fraud, collusion, concealment, or misrepresentation of a fact material to obtaining employment with the University and/or obtaining promotion, salary increase, or other benefit;
- iv. Sexual harassment, serious misconduct, or other conduct which impairs the rights of faculty, students, employees, or others who are engaged with the University in its business or operations;
- v. Repeated, documented failure to meet generally accepted satisfactory standards of job performance based on written evaluations conducted in accordance with paragraphs 37.10 and 37.11 above.

B. Procedures to be followed for dismissal, demotion in rank and/or salary, or suspension without pay during the term of any employment contract:

- i. The bargaining unit member shall receive in writing a statement of the reasons for the action being recommended.
- ii. Within seven (7) calendar days of receiving the written statement in 37.12.B.1 above, the bargaining unit member may request a hearing before the Director of Athletics or his/her designee with an UConn-AAUP representative present, should the bargaining unit member so desire. This hearing shall be held within fifteen (15) calendar days of the employee's request.
- iii. Within seven (7) calendar days of receiving the recommendation in 37.12.B.ii above, the bargaining unit member shall have the right to submit a written appeal to the President or his/her designee who must be outside the Athletic Department. At such appellate hearing, the bargaining unit member shall have the right to be represented by the AAUP.
- iv. The decision of the President or designee to demote, suspend without pay or dismiss may be appealed to arbitration on the merits under Article 10 of this agreement. Non-renewal of a contract at the expiration of the appointment term shall not be grievable for all bargaining unit members covered in this Article except Trainers and Specialists in Tier II Sports.

C. A Deputy Director of Athletics or equivalent official not a member of the bargaining unit may issue written warnings and written reprimands following discussion with the

bargaining unit member, which member may request attendance of a UConn-AAUP representative. Warnings, reprimands, and other less severe discipline shall be grievable through step 37.12.B.iii above but shall not be grievable to arbitration.

D. The procedures for discipline provided in this Article shall supersede any contrary provisions of the University By-Laws.

37.13 Immediate Suspension and Loss of Salary

A. If the Director of Athletics or more senior official judges that the grounds for dismissal or discipline require the immediate suspension of the bargaining unit member, the suspension shall be with pay until the hearings described in 37.12.B.ii and 37.12.B.iii above have taken place, or the opportunity to have such hearings has been afforded the grievant, and only after discussion with the UConn-AAUP.

B. In the event the discipline involves the loss of salary and the decision is appealed to arbitration, the salary shall not be withheld until after the arbitration decision or four (4) months from the initiation of the discipline at 37.12.B.i, whichever is sooner. In the event the discipline is for serious misconduct (including job abandonment), this provision is not applicable.

37.14 In cases where a non-probationary bargaining unit member claims that his/her procedural rights under 37.10 and 37.11 of this Article have been violated, the final decision may be appealed only on procedural grounds under the terms of Article 10 of this Agreement.

ARTICLE 38

SUMMER AND INTERSESSION COMPENSATION

38.1 Compensation

Compensation of faculty who hold academic appointments during the regular academic year and who teach credit bearing courses during the summer or intersessions are paid as described below. The summer and intersession academic programs are self-supporting based upon fee revenue from program participants.

A. Traditional Credit Courses

i. Non-W Credit Courses: Three credit courses shall be compensated on a sliding scale formula as follows: faculty will be paid a base salary of \$1,700 per credit for enrollments up to and including eight (8) students. \$189 per credit per student will be added to this base for each additional student thereafter up to a maximum of 11% of the faculty member's normal academic year salary or double the minimum adjunct rate, whichever is greater, not to exceed 11% of the University-wide full professor average salary. Compensation for credit bearing courses above three credits shall be prorated accordingly.

Effective August 23, 2020, faculty will be paid a base salary of

\$1,794 per credit for enrollments up to and including eight (8) students. \$200 per credit per student will be added to this base for each additional student thereafter up to a maximum of 11% of the faculty member's normal academic year salary or double the minimum adjunct rate, whichever is greater, not to exceed 11% of the University-wide full professor average salary. Compensation for credit bearing courses above three credits shall be prorated accordingly.

ii. W Credit Courses: Three credit courses shall be compensated on a sliding scale formula as follows: faculty will be paid a base salary of \$1,700 per credit for enrollments up to and including eight (8) students. \$231 per credit per student will be added to this base for each additional student thereafter up to a maximum of 11% of the faculty member's normal academic year salary or double the minimum adjunct rate, whichever is greater, not to exceed 11% of the University-wide full professor average salary. Compensation for credit bearing courses above three credits shall be prorated accordingly.

Effective August 23, 2020, faculty will be paid a base salary of \$1,794 per credit for enrollments up to and including eight (8) students. \$244 per credit per student will be added to this base for each additional student thereafter up to a maximum of 11% of the faculty member's normal academic year salary or double the minimum adjunct rate, whichever is greater, not to exceed 11% of the University-wide full professor average salary. Compensation for credit bearing courses above three credits shall be prorated accordingly.

iii. Load adjustment: Full-time faculty who teach during an intersession may be given a load adjustment for either the next occurring spring or fall semester in consultation with the Department Head upon approval of the Dean of the affected school or college. If a load adjustment is not arranged, the faculty member will be compensated according to the above formula.

iv. Team Taught Courses: The Department Head, with the approval of the Dean of the affected school or college, will assess the number of credits each faculty member is responsible for and each faculty member will be paid proportionally according to the above formula as appropriate.

v. Adjunct Faculty: Adjunct faculty who teach during the regular academic year shall be paid the same rate when teaching the same course(s) during the summer.

B. Non-Traditional Credit Courses: Independent Studies, Practica, Fieldwork, Internships, Computer Based Instruction and Similar Non-Traditional Courses

Faculty teaching non-traditional credit courses shall receive 50% of the course fee paid by the students up to a maximum of 11% of the faculty member's normal academic year salary or 11% of the University-wide full professor average salary, whichever is less.

C. Masters or Doctoral Courses Numbered 5960 and 69602

When student course fees in the Masters or Doctoral courses numbered 5960 and 6960, or their successor numbers, is part of a need-based financial aid package, the course fees shall not be part of the fee sharing arrangement specified for independent study. Such

course fees will be returned to the Graduate School for assistance to other graduate students eligible for such aid.

D. Lab Preparation

For lab courses requiring that the professor personally prepare specimens, chemicals, specialized equipment, or the like, there will be an additional \$400 payment above the instructional rate.

E. Course Preparation

If a class that a faculty member has not previously taught during the summer or intersession is cancelled, the faculty member will receive \$375 per credit as compensation for course preparation.

F. Incentives

In exceptional cases, the Dean of the appropriate school or college may offer financial incentives to faculty members who teach high demand courses during the summer term. Notice of any such financial incentives will be provided to the Director of Labor Relations. Labor Relations will provide such information to the AAUP upon request.

G. Exceptions to Compensation Formula and Caps

The compensation formula and/or caps may be waived in exceptional cases by the Dean of the appropriate school based upon academic demands, availability of qualified faculty, and/or programmatic requirements. Situations in which the compensation formula may be waived may include, but are not limited to, teaching of new courses or courses required for graduation with lower enrollments and teaching of courses where enrollment is limited by external factors (e.g. licensure or accreditation requirements). Notice of any such waivers will be provided to the Director of Labor Relations. Labor Relations will provide such information to the AAUP upon request.

38.2 Administration of Summer and Intersession

A. Though the Parties consider teaching in an intersession to be a service to the students, faculty activity in such a session will not be considered in evaluations relating to the amount or award of merit.

B. Participation by faculty will be on an entirely voluntary basis and nothing in this Agreement precludes the employment of either adjunct faculty or graduate students as instructors, if faculty do not volunteer.

C. A faculty member who agrees to teach a summer or intersession course may not later decline to teach it absent good cause. A faculty member who declines to teach a course without good cause may be refused the opportunity to teach in future summers and

intersessions.

D. The University reserves the right to cancel classes due to low enrollment. Notice to affected faculty will occur no later than the last business day before the start of classes

E. The normal academic year salary is defined as the annual salary rate less longevity pay.

F. Enrollment numbers shall be based upon the number of paying students as of the end of the add/drop period for the applicable session.

G. Reimbursement for travel to other campuses will be for mileage only and will be paid at the rate established in the collective bargaining agreement.

38.3 Changes to Summer and Intersession Calendar

The University is considering changes to the calendar and scheduling of courses during the May intersession and the summer term, including, but not limited to, shortening the number of weeks in a summer session. The AAUP shall be afforded the opportunity to participate in discussions with the University concerning these proposed changes. Nothing in this paragraph is intended to or shall be construed as creating an obligation for the University to negotiate or bargain with the AAUP over these proposed changes.

38.3 Extra-Compensation

In accordance with University policies and procedures, faculty members teaching during the summer and intersessions may accumulate funds in a special departmental account to be used by the faculty member for legitimate business expenses, with approval of the Department Head. The University agrees to review in an expedient manner the process for the transfer of funds from the faculty member's special departmental account in order to streamline the process and reduce the amount of paperwork required for transfer.

ARTICLE 39

COMPENSATION FOR THE DEVELOPMENT OF ONLINE COURSES

39.1 The Parties agree with regard to the development of online courses for extra compensation, as follows:

A. The *Online Course Development and Intellectual Property Agreement* ("Online Course Development Agreement") (See Appendix C) shall be in force until the expiration of the Parties' master collective bargaining agreement.

- i. In order for an AAUP bargaining unit member to receive extra compensation for development of an online course, he/she must

execute the Online Course Development Agreement. Minimum compensation for developing an on-line course shall be \$7,500.

- ii. The University acknowledges that the "right of first refusal" contained in the Online Course Development Agreement means that during each term or session, the developer shall be given the first opportunity to instruct all sections of the course to be taught using the course materials he/she developed, provided that the teaching of such sections does not cause the developer to exceed his/her maximum earnings limitation (*i.e.* 12/12ths). If the developer declines to teach the course or any section of the course, or if the teaching of an additional section of the course will cause the developer to exceed his/her maximum earnings limitation, the course materials may be used and/or adapted by another instructor without further compensation to the developer. Nothing in this Agreement shall be construed as requiring the University to offer an online course using the developer's materials during any term or session.

B. For team developed courses (e.g. courses developed by two or more AAUP bargaining unit members):

- i. All members of the developing team shall be required to sign the Online Course Development Agreement
- ii. The developing team shall reach an agreement regarding the allocation of compensation paid by the University for development of the course. The University reserves the right to determine the total compensation paid for development of the course.
- iii. The developing team shall reach an agreement concerning the rotation or other schedule for the application of the "right of first refusal" to use the developed course materials described in the Online Course Development Agreement.

C. The University agrees that it will not unilaterally license, sell or otherwise transfer to a third party course materials developed in accordance with this Agreement. Any licensing, sale or transfer of the course shall require written consent from the developer(s) and any authors of copyrighted works included in the course.

39.2 The Parties further agree that the teaching of an online course during the traditional academic year (e.g. Fall and Spring semesters) shall be considered part of the faculty member's workload.

ARTICLE 40

DURATION OF AGREEMENT

40.1 This agreement shall be in full force and effect from July 1, 2017 through June 30, 2021.

40.2 The parties may, by mutual agreement, extend the life of this agreement beyond its expiration date for a period not to exceed two years.

ARTICLE 41

SIGN OFF

FOR AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

FOR THE BOARD OF TRUSTEES OF THE UNIVERSITY OF CONNECTICUT

NEGOTIATING TEAMS

FOR AAUP:

David Amdur
Michael Bailey, Chief Negotiator
Amy Kenefick Moore
Suman Majumdar
Thomas Peters
Gene Salorio
Evelyn Simien

FOR UCONN:

David Alberts
Kelly Bannister
Michael Eagen
John Elliott
John J. Peirano, Chief Negotiator
Jocelyn Tedisky

APPENDIX A

LONGEVITY PAYMENT CHART

Distinguished and University Professors

<u>Title</u>	<u>Appt Term</u>	<u>10 Yr Rate</u>	<u>15 Yr Rate</u>	<u>20 Yr Rate</u>	<u>25 Yr Rate Full Increment</u>
Distinguished Professor	N/A	\$ 387.50	\$ 775.00	\$ 1,162.50	\$ 1,550.00
University Professor	N/A	\$ 387.50	\$ 775.00	\$ 1,162.50	\$ 1,550.00

Professorial Titles, by Academic Rank:

<u>Academic Rank</u>	<u>Appt Term</u>	<u>10 Yr Rate</u>	<u>15 Yr Rate</u>	<u>20 Yr Rate</u>	<u>25 Yr Rate Full Increment</u>
Professor	11	\$ 356.25	\$ 712.50	\$ 1,068.75	\$ 1,425.00
Professor	9, 10	\$ 291.25	\$ 582.50	\$ 873.75	\$ 1,165.00
Assoc Prof	11	\$ 281.25	\$ 562.50	\$ 843.75	\$ 1,125.00
Assoc Prof	9, 10	\$ 230.00	\$ 460.00	\$ 690.00	\$ 920.00
Asst Prof	11	\$ 220.00	\$ 440.00	\$ 660.00	\$ 880.00
Asst Prof	9, 10	\$ 180.00	\$ 360.00	\$ 540.00	\$ 720.00
Instructor	11	\$ 171.25	\$ 342.50	\$ 513.75	\$ 685.00
Instructor	9, 10	\$ 140.00	\$ 280.00	\$ 420.00	\$ 560.00

Non-Professorial Positions/Titles

<u>Non-Professorial Positions/Titles</u>	<u>Appt Term</u>	<u>10 Yr Rate</u>	<u>15 Yr Rate</u>	<u>20 Yr Rate</u>	<u>25 Yr Rate Full Increment</u>
Academic Asst 1	N/A	\$ 112.50	\$ 225.00	\$ 337.50	\$ 450.00
Academic Asst 2	N/A	\$ 138.75	\$ 277.50	\$ 416.25	\$ 555.00
Academic Asst 3	N/A	\$ 172.50	\$ 345.00	\$ 517.50	\$ 690.00
Academic Asst 4	N/A	\$ 217.50	\$ 435.00	\$ 652.50	\$ 870.00
Academic Asst 5	N/A	\$ 277.50	\$ 555.00	\$ 832.50	\$ 1,110.00
Assoc Coop Ext Educator	N/A	\$ 172.50	\$ 345.00	\$ 517.50	\$ 690.00
Assoc Research Scholar	N/A	\$ 172.50	\$ 345.00	\$ 517.50	\$ 690.00
Assoc Research Scientist	N/A	\$ 172.50	\$ 345.00	\$ 517.50	\$ 690.00
Asst Coop Ext Educator	N/A	\$ 138.75	\$ 277.50	\$ 416.25	\$ 555.00
Extension Educator	N/A	\$ 217.50	\$ 435.00	\$ 652.50	\$ 870.00
Lecturer	11	\$ 220.00	\$ 440.00	\$ 660.00	\$ 880.00
Lecturer	9, 10	\$ 180.00	\$ 360.00	\$ 540.00	\$ 720.00
Research Assoc 1	N/A	\$ 172.50	\$ 345.00	\$ 517.50	\$ 690.00
Research Assoc 2	N/A	\$ 217.50	\$ 435.00	\$ 652.50	\$ 870.00
Research Assoc 3	N/A	\$ 277.50	\$ 555.00	\$ 832.50	\$ 1,110.00
Research Asst 1	N/A	\$ 113.75	\$ 227.50	\$ 341.25	\$ 455.00
Research Asst 2	N/A	\$ 112.50	\$ 225.00	\$ 337.50	\$ 450.00
Research Asst 3	N/A	\$ 138.75	\$ 277.50	\$ 416.25	\$ 555.00
Research Scholar	N/A	\$ 217.50	\$ 435.00	\$ 652.50	\$ 870.00
Research Scientist	N/A	\$ 217.50	\$ 435.00	\$ 652.50	\$ 870.00
Senior Research Scholar	N/A	\$ 277.50	\$ 555.00	\$ 832.50	\$ 1,110.00
Senior Research Scientist	N/A	\$ 277.50	\$ 555.00	\$ 832.50	\$ 1,110.00
Spec Internal Lecturer I	11	\$ 171.25	\$ 342.50	\$ 513.75	\$ 685.00

Spec Internal Lecturer I	9, 10	\$ 140.00	\$ 280.00	\$ 420.00	\$ 560.00
Spec Internal Lecturer II	11	\$ 220.00	\$ 440.00	\$ 660.00	\$ 880.00
Spec Internal Lecturer II	9, 10	\$ 180.00	\$ 360.00	\$ 540.00	\$ 720.00
Spec Internal Lecturer III	11	\$ 281.25	\$ 562.50	\$ 843.75	\$ 1,125.00
Spec Internal Lecturer III	9, 10	\$ 230.00	\$ 460.00	\$ 690.00	\$ 920.00
Specialist IA	11	\$ 171.25	\$ 342.50	\$ 513.75	\$ 685.00
Specialist IA	9, 10	\$ 140.00	\$ 280.00	\$ 420.00	\$ 560.00
Specialist IIA	11	\$ 220.00	\$ 440.00	\$ 660.00	\$ 880.00
Specialist IIA	9, 10	\$ 180.00	\$ 360.00	\$ 540.00	\$ 720.00
Specialist IIIA	11	\$ 281.25	\$ 562.50	\$ 843.75	\$ 1,125.00
Specialist IIIA	9, 10	\$ 230.00	\$ 460.00	\$ 690.00	\$ 920.00
Specialist IVA	11	\$ 356.25	\$ 712.50	\$ 1,068.75	\$ 1,425.00
Specialist IVA	9, 10	\$ 291.25	\$ 582.50	\$ 873.75	\$ 1,165.00
Sr Coop Ext Educator	N/A	\$ 277.50	\$ 555.00	\$ 832.50	\$ 1,110.00
Visiting Asst Ext Educator	N/A	\$ 138.75	\$ 277.50	\$ 416.25	\$ 555.00
Visting Asso Ext Educator	N/A	\$ 172.50	\$ 345.00	\$ 517.50	\$ 690.00

APPENDIX B

FAMILY MEDICAL LEAVE GUIDELINES

Faculty medical leaves have historically been at the discretion of the University and administered in accordance with the Article XV, L, 4 of the By-Laws of the University of Connecticut (the “By-Laws”) titled “Sick Leave for Faculty With or Without Pay,” which provides that “[e]ach case is considered separately and involves careful consideration of length of service, nature of illness, and anticipated length of disability.” These guidelines are intended to clarify the By-Laws and provide better guidance and general parameters to University administrators in evaluating requests for medical leave.

These guidelines are for long term illnesses only (FMLA qualifying medical leaves) and apply only to tenured and tenure-track faculty and non-tenure track faculty members who are on multi-year appointments. Absences for short-term illness and for AAUP members that are on temporary appointments will continue to be administered at the school or departmental level. In no case shall a medical leave extend a temporary appointment beyond its end-date.

A. Faculty With Less Than Three (3) Years of Service (six months paid sick leave)

1. Faculty members with less than three (3) years of service will be eligible to be paid for a qualifying medical leave under the FMLA and/or the state medical leave law, up to the period provided for in the medical certification, not to exceed six (6) months.¹ Sick Leave must be supported by medical certification and be approved by the Department of Human Resources,

¹ The term “months” is intended to mean calendar months.

with notification provided to the department head and the Dean.

2. If after six (6) months of continuous leave the faculty member is still medically unable to return to work, an extension of unpaid sick leave may be requested with proper medical certification and is subject to the approval of the Dean and the Provost. Extensions of medical leave after the initial six (6) months provided for in Paragraph A.1 shall be in conformity with the By-Laws with an emphasis on the faculty member's length of service and the likelihood, based on acceptable medical evidence, that he or she will be able return to full employment.

If the faculty member with less than three years of service is an ARP participant and is eligible to collect long-term disability (LTD) benefits during a period of approved unpaid leave, the University will not supplement the LTD benefit.

3. If medical leave has been exhausted and no extension has been approved, the faculty member will be medically separated in good standing. Post-employment benefits will be determined by the rules of the retirement plan that the faculty member has elected.

B. Faculty With 3 - 6 Years of Service (twelve months paid sick leave)

1. Faculty members with 3 - 6 years of service will be eligible to be paid for a qualifying medical leave under the FMLA and/or the state medical leave law, up to the period provided for in the medical certification, not to exceed six (6) months. Sick Leave must be supported by medical certification and be approved by the Department of Human Resources, with notification provided to the department head and the Dean.

2. If after six (6) months of continuous illness the faculty member is still medically unable to return to work, an extension of six (6) months paid sick leave may be requested with proper medical certification and is subject to the approval of the Dean and the Provost. Extensions of medical leave after the initial six month (6) period provided for in Paragraph B.1 shall be in conformity with the By-Laws with an emphasis on the faculty member's length of service and the likelihood, based on acceptable medical evidence, that he or she will be able return to full employment.

If the leave is approved as paid, and the faculty member is an ARP participant, the leave will be converted to LTD leave in accordance with Article 19.G. The University will supplement the disability benefit so that the faculty member receives the same rate of pay as if fully employed for six (6) additional months. If the leave is approved as paid, and the faculty member is a SERS participant, he or she will be eligible for six (6) months of additional paid sick leave.

3. If after one (1) year of continuous leave the faculty member is still medically unable to return to work, an extension of unpaid sick leave may be requested with proper medical certification and is subject to the approval of the Dean and the Provost. Extensions of medical leave after the initial one (1) year period provided for in Paragraphs B.1 and B.2 shall be in conformity with By-Laws with an emphasis on the faculty member's length of service and the likelihood, based on acceptable medical evidence, that he or she will be able return to full employment.

4. If medical leave has been exhausted and no extension has been approved,

the faculty member will be medically separated in good standing. Post-employment benefits will be determined by the rules of the retirement plan that the faculty member has elected.

C. Faculty With 7 to 10 Years of Service (twelve to eighteen months of paid sick leave)

1. Faculty members with 7 to 10 years of service will be eligible to be paid for a qualifying medical leave under the FMLA and/or the state medical leave law, up to the period provided for in the medical certification, not to exceed six (6) months. Sick Leave must be supported by medical certification and be approved by the Department of Human Resources, with notification provided to the department head and the Dean.

2. If after six (6) months of continuous illness the faculty member is still unable to return to work, an extension of six (6) months paid sick leave may be requested with proper medical certification and is subject to the approval of the Dean and the Provost. Extensions of medical leave after the initial six month (6) period provided for in Paragraph C.1 shall be in conformity with the By-Laws with an emphasis on the faculty member's length of service and the likelihood, based on acceptable medical evidence, that he or she will be able return to full employment.

If the leave is approved as paid, and the faculty member is an ARP participant, the leave will be converted to LTD leave in accordance with Article 19.G. The University will supplement the LTD benefit so that the faculty member receives the same rate of pay as if fully employed for six (6) additional months. If the leave is approved as paid, and the faculty member is a SERS participant, he or she will be eligible for six (6) months of additional paid sick leave.

3. If after one (1) year of continuous illness the faculty member is still unable to return to work, an extension of six (6) months paid sick leave may be requested with proper medical certification and is subject to the approval of the Dean and the Provost. Extensions of medical leave after the initial one (1) year period provided for in Paragraphs C.1 and C.2 shall be in conformity with the By-Laws with an emphasis on the faculty member's length of service and the likelihood, based on acceptable medical evidence, that he or she will be able return to full employment.

If the leave is approved as paid, the University will continue to supplement the LTD benefit so that the faculty member receives the same rate of pay as if fully employed for an additional six (6) months. If the leave is approved as paid, and the faculty member is a SERS participant, he or she will be eligible for six (6) months of additional paid sick leave.

4. If medical leave has been exhausted and no extension has been approved, the faculty member will be medically separated in good standing. Post-employment benefits will be determined by the rules of the retirement plan that the faculty member has elected.

D. Faculty With More Than 10 Years of Service (twelve to twenty-four months paid sick leave)

1. Faculty members with more than 10 years of service will be eligible to be paid for a qualifying medical leave under the FMLA and/or the state medical leave law, up to the period provided for in the medical certification, not to exceed six (6) months. Sick Leave must be

supported by medical certification and be approved by the Department of Human Resources, with notification provided to the department head and the Dean.

2. If after six (6) months of continuous illness the faculty member is still unable to return to work, an extension of six (6) months paid sick leave may be requested with proper medical certification and is subject to the approval of the Dean and the Provost. Extensions of medical leave after the initial six month (6) period provided for in Paragraph D.1 shall be in conformity with the By-Laws with an emphasis on the faculty member's length of service and the likelihood, based on acceptable medical evidence, that he or she will be able return to full employment.

If the leave is approved as paid, and the faculty member is an ARP participant, the leave will be converted to LTD leave in accordance with Article 19.G. The University will supplement the LTD benefit so that the faculty member receives the same rate of pay as if fully employed for six (6) additional months. If the leave is approved as paid, and the faculty member is a SERS participant, he or she will be eligible for six (6) months of additional paid sick leave.

3. If after one (1) year of continuous illness the faculty member is still unable to return to work, an extension of twelve (12) months paid sick leave may be requested with proper medical certification and is subject to the approval of the Dean and the Provost. Extensions of medical leave after the initial one (1) year period provided for in Paragraphs D.1 and D.2 shall be in conformity with the By-Laws with an emphasis on the faculty member's length of service and the likelihood, based on acceptable medical evidence, that he or she will be able return to full employment.

If the leave is approved as paid, the University will continue to supplement the LTD benefit so that the faculty member receives the same rate of pay as if fully employed for the additional twelve (12) months. If the leave is approved as paid, and the faculty member is a SERS participant, he or she will be eligible for twelve (12) months of additional paid sick leave.

4. If medical leave has been exhausted and no extension has been approved, the faculty member will be medically separated in good standing. Post-employment benefits will be determined by the rules of the retirement plan that the faculty member has elected.

E. Maximum Continuous Medical Leave

Unless otherwise required by law, any continuous period of medical leave (paid, unpaid or a combination of paid/unpaid) shall not exceed two (2) years.

F. Concurrent Leaves and Entitlements

All medical leaves under these guidelines shall run concurrently with federal FMLA and other legal entitlements, including ADA accommodations arranged through the Department of Human Resources.

G. Reinstatement Of Faculty Who Are Medically Separated In Good Standing

If a faculty member who is medically separated in good standing becomes medically able to return to University employment, he or she shall be eligible for rehire. Rehire shall be subject

to approval of the Dean and the Provost. In determining whether to rehire the faculty member, emphasis shall be placed on the qualification of the faculty member at the time of rehire; the likelihood that the faculty member will be able to resume teaching, scholarship and service at a level commensurate with his or her position; and the needs of the University, School or College, and Department.

H. Calculation Of Supplemental Disability Pay

For faculty members enrolled in the ARP and eligible to receive a disability supplement in accordance with these guidelines, the University shall supplement the disability insurance such that the faculty member's bi-weekly gross pay (disability benefit plus supplement) while receiving the supplement equals the bi-weekly gross pay the faculty member would have received if he or she was fully employed less the ARP contribution being paid by the disability carrier on behalf of the faculty member.

I. Multiple Access To Paid Sick Leave

Faculty members may only access the paid medical leave benefits described in this policy once every three (3) years unless otherwise approved by the Dean and the Provost, with an emphasis on whether the total amount of paid sick leave taken in any three (3) year period is less than the maximum paid sick leave available to the faculty member under these guidelines.

The first time a faculty member utilizes paid sick leave under these guidelines, his or her years of service shall be determined from the faculty member's University hire date. On any subsequent occasion the faculty member seeks to utilize the paid sick leave benefits available under these guidelines, his or her years of service shall be counted from the date on which the faculty returned from the last qualifying paid sick leave taken pursuant to these guidelines.

If a faculty member is not eligible for paid sick leave in accordance with this paragraph, he or she still may take as unpaid any medical leave to which he or she is entitled in accordance with his or her rights under federal and/or state medical leave laws.

APPENDIX C

ONLINE COURSE DEVELOPMENT AND INTELLECTUAL PROPERTY AGREEMENT

This is an agreement between the University of Connecticut ("University") and ("Faculty Member") establishing the terms and compensation for the development and teaching of online courses on behalf of the University. The agreement derives from and is supplemental to, the UConn Policy on Online Instruction Intellectual Property ("Policy").

For consideration, Faculty Member agrees to develop [name of course] ("Course") for delivery online to enrolled UConn students.

Faculty Member and University recognize each other's independent and mutual rights under Policy and agree to abide by the terms of Policy.

Faculty Member agrees to Policy and the terms established in Policy. Faculty Member agrees to the division of intellectual property rights, as defined by Policy and articulated here.

Schedule

University and Faculty Member agree to apply all diligence and quality of work to complete development of Course by [date].

Use of Copyrighted Materials

Faculty Member agrees that all materials collected and employed in Course by Faculty Member, whether written or visual or audio, have been cleared for use in Course, and that Faculty Member owns or has permission from the owner to use the material in Course, or the material may be employed under fair use rules.

University agrees that all materials collected and employed in Course by University, whether written or visual or audio, have been cleared for use in Course, and that University owns or has permission from the owner to use the material in Course, or the material may be employed under fair use rules.

Faculty Member agrees that every use of each individual item of copyrighted work comply with all applicable laws, contracts, and licenses. Faculty Member also agrees that each use obtained by Faculty Member includes permissions for online uses for a minimum of five years.

Ownership

University agrees that Faculty Member has rights to his or her intellectual property, particularly Faculty Member's preexisting work that is incorporated into the course. University agrees that Faculty Member retains all rights of ownership in such materials. Faculty Member agrees, however, to grant the University a non-exclusive, royalty-free license to use the material

as part of the course. University agrees that Faculty Member retains all other rights of ownership to the work and will be credited and acknowledged in all University uses of the work.

The Faculty Member retains the right to use the substantive content of the course materials, without further consent or approval of University, in any scholarly or creative works. In particular, the Faculty Member retains the right to use the content in textbooks, journal articles, conference presentations, consulting projects, other scholarly works or professional activities, and in courses at other universities if the Faculty Member has left the full-time employment of the University of Connecticut.

The University grants to Faculty Member the right of first refusal to teach the Course during the term and place required by the University. This "right of first refusal" means that during each term or session, the Faculty Member shall be given the first opportunity to instruct all sections of the course to be taught using the materials he/she developed, provided that the teaching of such sections does not cause the Faculty Member to exceed his/her maximum earnings limitation. If the Faculty Member declines to teach the course or any section of the course, or if the teaching of an additional section of the course will cause the developer to exceed his/her maximum earnings limitation, the course materials may be used and/or adapted by another instructor without further compensation to the Faculty Member.

Transferability

The course may not be licensed, sold, or in any way transferred to a third party without written permission from the Provost's office and written consent from the Faculty Member and any authors of copyrighted works included in the course.

Rights Reserved by University

The University retains, at a minimum, the following rights; however, this list should not be considered to include all of the rights reserved to the University:

1. A license and the right to use the course for credit and non-credit instruction without payment of any royalties, fees, or residuals to the course authors/developers, nor payment of any kind to any third parties holding copyright to elements used in the course except as provided by negotiated licenses or contracts.
2. The right to maintain continuity beyond the original creation by creating derivative works to keep the content current and relevant, and to maintain the usefulness and quality of the course materials as a University instructional offering, and the right to use the course beyond the involvement of the original author/developer.

Quality, Clarity and Currency Assurance

Faculty Member agrees to take full responsibility for

1. the substantive and intellectual content of the course materials, both at the time of their production and in subsequent uses; Faculty Member agrees to deliver accurate and current information and content, using current best practices in online teaching and education.
2. maintaining the content for accuracy, currency, and clarity of presentation when the Faculty Member teaches this course at UConn.

For the University of Connecticut:

Faculty Member:

[Printed name]

[Printed name]

Date

Date