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Minutes, April 5, 1977

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MINUTES OF THE SPECIAL MEETING
OF THE
BOARD OF TRUSTEES
THE UNIVERSITY OF CONNECTICUT

Held at the Health Center, Farmington

April 5, 1977

The meeting was called to order at 4:10 p.m. by Chairman Gordon W. Tasker. Trustees present were: Mesdames Briscoe and Kronholm, and Messrs. Canzonetti, Collins, Cunningham, Jacobs, Kleban, Kozloski, Nielsen, Rich, Shedd, Stroh, Tasker, and Wiggins.

Trustees absent were: Governor Grasso and Messrs. Brown, Carlson, Stewart, and Wilber.

University staff present included: President Ferguson, Vice Presidents Hartley and Wilson, and Mr. McKenna, General Counsel for the University.

All actions taken were by unanimous vote of the Trustees present except as otherwise noted.

1. Noting that the special meeting of the Board had been duly called for the purpose of discussing matters pertaining to collective bargaining, Chairman Tasker suggested that the Board move into executive session. On a motion by Dr. Canzonetti, seconded by Mr. Nielsen, THE BOARD VOTED to go into executive session for the purpose of considering collective bargaining matters. The Chairman stated that since the matters to be considered will require staff information, the minutes should reflect that President Ferguson, Vice Presidents Hartley and Wilson, Mrs. Geetter and Mrs. Fischer, and Messrs. Bailey, Hanna, and McKenna were in attendance. Members of the Board present at this time were: Mrs. Briscoe, Mrs. Kronholm, and Messrs. Canzonetti, Collins, Cunningham, Jacobs, Kozloski, Nielsen, Rich, Shedd, Stroh, Tasker, and Wiggins. Mr. Kleban joined the meeting shortly after the Board had moved into executive session. While in executive session, the Board took the following actions:
 - (A) Mr. Tasker, reporting as Chairman of the Board's Collective Bargaining Committee, informed the Trustees that the Committee had reviewed each of the two contract proposals and had voted unanimously to recommend favorable consideration by the Board of Trustees.

Mr. Tasker also pointed out that the Committee's recommendation regarding the agreement with AAUP was contingent upon ratification by the AAUP in its membership vote scheduled on or about April 7, 1977.

Mrs. Geetter, Chief Negotiator for the Board, was asked to review, in summary fashion, the major provisions of each of the tentative agreements. Mrs. Geetter remarked on the following:

AAUP Agreement

(1) Wages and Fringe Benefits

A. Salary

Effective July 1, 1977: 1. 5% retroactive increase
1-1-77
2. \$500 across the board
COL increase
3. 3.5% increase (increment)
4. 2% merit/inequity pool

Effective July 1, 1978 1. \$500 across the board
COL increase
2. 3.5% increase (increment)
3. 1.5% merit pool

Each year of the contract \$25,000 will be provided for summer administrative duties and \$25,000 for professional development programs, including professional travel.

- B. Health, Life Insurance, and Retirement: Retains existing benefits and employee per cent of contribution without change.
- C. Dental Insurance: Effective January 1, 1979, faculty unit will be covered by Blue Cross Dental Indemnity Plan under the State's Master Agreement for which the State has set aside \$2.2 million.
- D. Mileage. Provides 15¢ per mile for auto travel in accord with the Master Agreement.

(2) Board Prerogatives

The Board retains the sole right to make rules and determine general policies for the government of the University. Board actions, other than a violation of an article in the contract, are not subject to the grievance provisions of the contract.

(3) Maintenance of Procedures

Agreed to maintain procedures regarding appointment, reappointment, promotion, tenure, dismissal, award of leaves of absence, grievances, and the determination of workload. Faculty cannot grieve the substance of any decision in these areas under the contractual grievance procedures.

(4) Grievance

Establishes a grievance procedure which ends in binding arbitration only for violation of contractual items. (By-Law grievance procedures are kept intact having the effect of confining binding arbitration to procedural grounds.) In addition, if a grievant seeks to resolve a matter in outside forum, the Board has no obligation to proceed with the contractual grievance.

(5) Non-Tenure Track Faculty

1. Establishes evaluation system for non-tenure track faculty
2. Establishes specific grounds for dismissal (incompetence, failure to meet continuing education requirements or commitments)
3. Established notice of termination for financial exigency distinct from faculty.

(6) Reduction in Staff

Establishes procedures which protect the Board's right to determine when a reduction is necessary. Management also retains exemption from seniority (in this case tenure) to maintain integrity of programs or meet affirmative action goals.

(7) AAUP Rights

AAUP is permitted to ask the President to transmit recommendations on governance to the Board at its December and March meetings. The Board is required to respond within a reasonable period, not to exceed one year.

(8) Mergers and Acquisitions

Insures that the faculty unit stays distinct in the event of a merger with another institution.

(9) Continuation of Services

Forbids AAUP to call or condone any form of strike by bargaining unit members.

(10) Dues Deduction

University agrees to deduct union dues or equivalent fee. AAUP agrees to take no action against any member for non-payment of dues while a Supreme Court case on its legality is pending. Following the settlement of this case, the dues deduction issue will be reopened without prejudice to either side.

(11) Duration

The agreement is for two years effective July 1, 1977 through June 30, 1979 unless the parties mutually agree to an extension (not to exceed one year).

PEA AGREEMENT(1) Wages and Fringe Benefits

- A. Effective July 1, 1977:
1. 5% retroactive increase to 1/1/77
 2. \$500 across the board COL increase
 3. 3.5% increase (increment)
 4. 2% merit/inequity pool

- Effective July 1, 1978:
1. \$500 across the board COL increase
 2. 3.5% increase (increment)
 3. 1.5% merit pool

Each year of the contract \$12,500 will be provided for professional development programs including professional travel.

B., C., D. Same as AAUP

E. Tuition Reimbursement: provides for a tuition reimbursement from funds set aside under master agreement in courses related to job responsibility

F. Vacation: 22 days; 12 legal holidays; accrual limited to 36

G. Sick Leave: No specific number of days accruing. Anything over ten days is dealt within by the Board on an individual basis; medical certificate required in cases of suspected abuse.

H. Released Time for Association Business: Equivalent of one day per month for the whole unit

(2) Work Schedule

No specific work week is defined; provides compensatory time for those whose supervisors request more than 5 hours over the normal amount in a given week.

(3) Personnel Files

Establishes one official evaluation file and permits employee to see file and comment on material contained in it.

(4) Evaluation

Development of a formal evaluation procedure mandated for all units.

(5) Dismissal

Establishes grounds for dismissal on basis of incompetence or failure to follow reasonable order. Sets up formal dismissal procedure.

(6) Grievance

- a. Exempts matters of Board policy from the grievance procedure
- b. Disciplinary action dismissal is only grievable on procedural grounds.

(7) No Strike

Prohibits all forms of strike including picketing and work slowdowns.

(8) Dues Deduction

Provides for deduction of dues or agency fee and hold the University harmless from liability in the exercise of this article.

(9) Layoffs

Establishes comprehensive procedures which protect the Board's right to determine when a layoff is necessary and retains exemptions from seniority for purposes of maintaining an appropriate range of programs and services.

(10) Duration

Same as AAUP

- (B) During the discussion that followed Mrs. Geetter's presentation, Mr. Wiggins, Mr. Stroh, and Dr. Canzonetti expressed their concerns about the impact of the collective bargaining proposals with respect to student fees, the faculty, and the University programs. After a lengthy review of those matters, on a motion by Mr. Cunningham, seconded by Mrs. Kronholm, THE BOARD VOTED to adopt the attached Agreement Between The University of Connecticut and the University of Connecticut Professional Employees Association, and authorized the President to sign the necessary documents on behalf of the Board.

Mr. Collins, Mr. Stroh, and Mr. Wiggins registered in opposition to the action.


- (C) On a motion by Mr. Jacobs, seconded by Mr. Shedd, THE BOARD VOTED that contingent upon ratification of the Agreement by the AAUP in its membership vote scheduled on or about April 7, 1977, the Board adopt the attached Agreement Between The University of Connecticut and the University of Connecticut Chapter of the American Association of University Professors, and authorized the President to sign the necessary documents on behalf of the Board.

Mr. Collins, Mr. Stroh, and Mrs. Wiggins registered in opposition to the action.

- (D) Mr. Shedd remarked that he would like to offer an expression of appreciation and commendation to the administration, the negotiating team and the Board's Committee for pursuing this matter to a fair and equitable resolution. Chairman Tasker suggested that the remarks be included in the minutes of the meeting.

2. No further business appearing, the meeting was adjourned at 5:20 p.m.

Respectfully submitted,


Carl W. Nielsen
Secretary