

7-17-2017

2017 July 17 -- Agenda and attachments

Follow this and additional works at: https://opencommons.uconn.edu/bot_agendas

Recommended Citation

"2017 July 17 -- Agenda and attachments" (2017). *Agendas and Minutes*. 1349.
https://opencommons.uconn.edu/bot_agendas/1349

UConn

UNIVERSITY OF CONNECTICUT

Board of



TRUSTEES

VOL. 174 JULY 17, 2017

**SPECIAL MEETING
UNIVERSITY OF CONNECTICUT BOARD OF TRUSTEES**

AGENDA

University of Connecticut
Office of the President Conference Room
Albert Gurdon Gulley Hall
352 Mansfield Road
Storrs, Connecticut

July 17, 2017

BOARD OF TRUSTEES SCHEDULE

3:30 p.m.	Special Financial Affairs Committee Meeting
3:40 p.m.	Special Board of Trustees Meeting

BOARD MEETING AGENDA

Call to order at **3:40 p.m.**

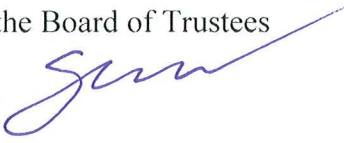
1. Public Participation (limited to agenda items)
2. Chairman's Report
 - (a) Items requiring Board discussion and approval:
 - (1) Recommendation for Approval of Collective Bargaining Agreement with the University of Connecticut Chapter of the American Association of University Professors (AAUP) (Attachment 1)
 - (2) Recommendation for Approval of Collective Bargaining Agreement with the University of Connecticut Professional Employees Association (UCPEA) (Attachment 2)
3. Adjournment

PLEASE NOTE: *If you are an individual with a disability and require accommodations, please call the Board of Trustees Office at (860) 486-2333 prior to the meeting.*

ATTACHMENT 1

July 17, 2017

TO: Members of the Board of Trustees

FROM: Susan Herbst 

RE: Recommendation for Approval of Collective Bargaining Agreement with the University of Connecticut Chapter of the American Association of University Professors (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>	has the sole discretion to determine whether to run a course (and thus can control its own labor costs in this area).
Online Course Development (New Article)	<p>Current \$5,000/course</p> <p>New Agmt \$7,500/course</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.
Parking (New Article)	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.	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.



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.



Faculty Participation in Departmental Governance (New Article)	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.	The new article gives departments (not UConn-AAUP) the power to create appropriate governance rules.
Promotion, Tenure, and Reappointment (New Article)	The parties agreed to establish a work group to discuss negotiable aspects, if any, of the University's promotion, tenure, and reappointment procedures.	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.
Leave and Accrual Rules (Articles 13, 24 and coaches)	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.	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.

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)			\$ 9,946,527	\$ 10,515,075	\$ 20,461,602
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)	\$ 3,743,472	\$ 10,880,939	\$ 10,811,996	\$ 23,843,830
Fringe Benefits		\$ (602,512)	\$ 1,292,715	\$ 3,790,829	\$ 3,766,699	\$ 8,247,730
Total Cost / (Savings)		\$ (2,195,089)	\$ 5,036,187	\$ 14,671,768	\$ 14,578,695	\$ 32,091,560

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

TABLE OF CONTENTS

COLLECTIVE BARGAINING AGREEMENT

ARTICLE 1	Recognition.....	1
ARTICLE 2	Exclusions.....	1
ARTICLE 3	Academic Freedom	2
ARTICLE 4	Governance.....	2
ARTICLE 5	Nondiscrimination.....	3
ARTICLE 6	Diversity and Affirmative Action Policy	3
ARTICLE 7	Board Prerogatives.....	4
ARTICLE 8	Maintenance of Procedures	4
ARTICLE 9	Meet and Discuss	5
ARTICLE 10	Contractual Grievance Procedure	5
ARTICLE 11	Additions to the By-Laws Grievance Procedures.....	8
ARTICLE 12	Personnel Files.....	8
ARTICLE 13	Members of the Unit Not in a Tenure Track	9
ARTICLE 14	Reduction of Staff for Discontinuance of Programs Or For Financial Exigency. 14	
ARTICLE 15	Selection and Review of Department Heads	17
ARTICLE 16	AAUP Rights.....	18
ARTICLE 17	AAUP Security and Payroll Deductions	19
ARTICLE 18	Longevity.....	20
ARTICLE 19	Salary and Benefits	20
ARTICLE 20	Minimum Terms	28
ARTICLE 21	Continuation of Services	28
ARTICLE 22	Mergers and Acquisitions	29
ARTICLE 23	Savings Clause.....	29
ARTICLE 24	Research Assistants and Research Associates.....	29
ARTICLE 25	Merit.....	33
ARTICLE 26	Temporary Employees	36

ARTICLE 27 Discipline of Tenured and/or Tenure-Track Faculty	40
ARTICLE 28 Student Evaluations of Teaching.....	42
ARTICLE 29 Patent Rights.....	42
ARTICLE 30 Faculty Participation in Department Governance	42
ARTICLE 31 Promotion, Tenure and Reappointment	44
ARTICLE 32 Due Process in University Personnel Matters	44
ARTICLE 33 Agricultural Extension.....	44
ARTICLE 34 Tenure Appeal	44
ARTICLE 35 Parking	45
ARTICLE 36 Flexible Semesters.....	46
ARTICLE 37 Athletics.....	47
ARTICLE 38 Summer and Intersession Compensation	52
ARTICLE 39 Compensation for the Development of Online Courses	55
ARTICLE 40 Duration.....	56
ARTICLE 41 Sign-Off.....	57

APPENDICES

APPENDIX A Longevity Payment Chart.....	58
APPENDIX B Faculty Medical Leave Guidelines.....	59
APPENDIX C Online Course Development and Intellectual Property Agreement.....	64

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

UConn-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

UConn-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 appointment 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 from 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

ATHLETICS

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 an Associate Head Coach (Tier 1 or Tier 2), an Assistant Head Coach (Tier 1 or Tier 2), or a Specialist (Tier 1, but excluding Trainers) 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 an Associate Head Coach, Assistant Head Coach, or Specialist in Tier I NCAA Team Sports (excluding Trainers) 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

<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

ATTACHMENT 2

July 17, 2017

TO: Members of the Board of Trustees

FROM: Susan Herbst 

RE: Recommendation for Approval of Collective Bargaining Agreement with
University of Connecticut Professional Employees Association (UCPEA)

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 Professional Employees Association Local 3695 AFTCT, AFT, AFL-CIO ("UCPEA" 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).

In anticipation of that five-year agreement expiring in the summer of 2016, in the fall of 2015 the University began direct contract negotiations with each of the collective bargaining units that are specific to UConn. Although the University and the UCPEA reached a tentative agreement in early 2016, and the Board of Trustees and the Union membership approved the tentative agreement, submission to the State Legislature was delayed, and in March of this year negotiations resumed and culminated in a new tentative agreement informed by the provisions of the SEBAC Agreement.

In June the university was able to come to a tentative agreement at the bargaining table on a new contract between the university and the University of Connecticut Professional Employees Association (UCPEA). Earlier this month, the union membership voted to ratify the tentative collective bargaining agreement.

UCPEA is UConn's largest full-time bargaining unit with nearly 1900 members. UCPEA represents non-teaching professionals at all UConn locations other than UConn Health. UCPEA has members in virtually every department and work unit in the institution. Members of this bargaining unit include admissions officers, residence hall directors, physicians, nurses, accountants, academic advisors, food service managers and culinary professionals, financial aid counselors, librarians, information technology staff and many others.

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 making strategic investments to reward excellence and to promote professional development and career advancement.

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:

Classification and Reclassification: The antiquated classification system and associated job titles/descriptions will be overhauled and updated in accordance with a clear framework that the parties have mutually established. The system will include the opportunity for career progression within a classification based on increased job proficiency over time. Employees will be able to advance from a baseline of Proficient to an intermediate level or rank of Advanced and eventually to the level of Mastery through experience, training and demonstrated skill development.

Compensatory Time: The Agreement only permits the accrual of compensatory time if it cannot be used during the pay period it is earned. The Agreement also caps compensatory time for positions where irregular hours are customary. The Agreement also provides that employees who are designated as essential will receive compensatory time when they are required to work during an emergency closing.

Vacation: The Agreement reduces the number of vacation days that can be used without prior approval. The Agreement increases the amount of vacation time that can be paid out upon separation from 44 to 60 days but now provides that employees terminated for misconduct are not eligible for any vacation payout.

Probationary Periods: The Agreement provides for probationary periods when an employee accepts a new position through promotion, transfer, re-hire or recall from layoff. Currently only newly hired employees serve a probationary period.

Reductions in Force: The current reduction in force language requires up to twelve months of notice, or payment in lieu of such notice, prior to a layoff. The tentative Agreement reduces the payment in lieu of notice to half (50%) of what the employee would have earned had he or she worked the full notice period.

Reimbursement for Professional Development: UConn agreed to increase the UCPEA professional development fund from \$187,000 to \$400,000. These funds are used by professional staff members to participate in job-related seminars, conferences, workshops and other professional activities that increase skills and redound to the benefit of the University.

Reimbursement for Child Care Expenses: UConn agreed to increase the Child Care Fund by \$58,400 (from \$41,600 to \$100,000).

Phased Retirement: UConn agreed to formalize the use of the state Voluntary Schedule Reduction Program to permit UCPEA employees, with the approval of management, to reduce their schedule and workload for up to three years immediately prior to retirement while retaining full benefits.

Salary: The proposed agreement – would begin July 1, 2016 and end June 30, 2021. It includes no across-the-board wage increase in years 1 and 2 (FY 17 and 18), a \$2000. One-time payment in year 3 (FY 19) and across-the-board wage increases for those employees whose performance is satisfactory in years 4 and 5 (FY 20 and 21), plus one time performance awards in years 3, 4 and 5, and performance based compensation in years 4 and 5.

<i>Fiscal Year</i>	<i>FY 17</i>	<i>FY 18</i>	<i>FY 19</i>	<i>FY 20</i>	<i>FY 21</i>
General Wage Increase	0%	0%	0%	3.5%	3.5%
Flat Sum Payment			\$2000.		
One time awards			0.5%	0.5%	0.5%
Performance Based Compensation*				1.0%	1.0%
Performance Based Comp				0.5%	0.5%
Total Wage Increase	0%	0%	\$2000. Plus up to 0.5%	Up to 5.5%	Up to 5.5%

* 1% merit increase for all satisfactory evaluation or above.

In years 3, 4 and 5 0.5% will be distributed to employees as one-time performance payments of between \$1,000 and \$5,000 for extraordinary job-related achievement and/or completion of a significant and important departmental or university project or goal, and in years 4 and 5 up to

0.5% shall be distributed to employees whose job performance exceeds expectations and who have advanced the mission and goals of their department and sustained a level of performance that consistently exceeds their peers.

Note that individual employees are not guaranteed to receive performance-based compensation. Rather, it is awarded at the discretion of each individual employee's supervisor and department/division and is given based solely on merit.

Furlough Days: In year 2 of the contract each bargaining unit member will be required to take three unpaid furlough days. We have agreed to deduct three days of salary over the pay periods that remain in the fiscal year to minimize the impact on employees, and employees are allowed to take the time equivalent of three days, or 21 hours, at mutually agreeable times.

Job Security: The Tentative Agreement provides job security to most bargaining unit members for the life of the contract. The University has retained the flexibility to restructure or reorganize, and any employee whose position is eliminated due to such reorganization will be offered a comparable position at the same salary, or a separation agreement linked to the contractual notice period. Any employee who declines both a comparable position and a separation agreement may be laid off and retains recall rights.

Duration: Five-Year duration from July 1, 2016 to June 30, 2021.

RESOLUTION

Resolved by the Board of Trustees that the Tentative Agreement for a collective bargaining agreement between the University of Connecticut ("University") and the University of Connecticut Professional Employees Association Local 3695 AFTCT, AFT, AFL-CIO 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.

UCPEA - FISCAL IMPACT							
Article	Cost Impact	Comments	FY18 Cost (\$M)	FY19 Cost (\$M)	FY20 Cost (\$M)	FY21 Cost (\$M)	Total Cost (\$M)
Salary/Wage increases - permanent	Permanent funding needed for FY20, FY21	Total wage increases are 0% in FY17,FY18,FY19; 5.0% in FY20, FY21.			\$ 6,997,653	\$ 7,382,524	\$ 14,380,177
Salary/Wage increases one-time	One-time costs in FY19, FY20, FY21	A one-time payment of \$2,000 will be provided in FY19; A .5% pool will be provided as one-time merit based increases in FY20, FY21.		\$ 3,685,126	\$ 632,656	\$ 667,439	\$ 4,985,221
Tuition Reimbursement and Professional Development	\$218,500 of new money annually (\$25,000 for tuition will come back to UConn to cover fees).	UConn agreed to Increase the Professional Development Fund from \$187,000 to \$400,000	\$ 213,000				\$ 213,000
		Tuition reimbursement from \$19,500 to \$25,000. An additional \$25,000 is available to cover fees for courses taken at UConn.	\$ 5,500				\$ 5,500
Child Care	\$58,400 of new money annually.	Increase in Child Care Fund from \$41,600 to \$100,000. Increase of \$58,400.	\$ 58,400				\$ 58,400
Vacation Leave	Should result in reduction in utilization of vacation time. The additional vacation liability amounts to \$2.3 million. Cost shown assumes 10% of those employees leave.	The parties have agreed to reduce the number of vacation days that can be used without advance notice or approval from 3 to 2. The parties have agreed to increase the maximum payout of unused vacation days upon separation from 44 to 60 but employee's terminated for misconduct are now ineligible for any payout.	\$ 233,140				\$ 233,140
Compensatory Time	Compensatory time payout for high balance employees in athletics is \$186,552. Some cost avoidance by limits on accrual and expiration of unused time after only two years.	UCPEA agreed to UConn's proposal that will require "extraordinary" hours to be taken off during the same pay period that they were worked. Only if this is not possible can compensatory time can be accrued. Written supervisory approval is required to earn comp time and prior to its use. The parties agreed that unused compensatory time will expire after two years instead of three. UCPEA agreed that "high balance" employees in athletics will receive a fixed amount of comp time per year (10 days) in lieu of hour for hour accrual. In exchange, Athletics will issue one-time payments to these employees to exhaust their current accruals at 25 cents on the dollar.	\$ 186,552				\$ 186,552
Furlough Days	Savings in FY18	3 Furlough days will be taken in FY18	\$ (1,466,898)				\$ (1,466,898)
Longevity	Cost shifts from FY18 to FY19	Delay April 2018 longevity payment until FY19	\$ (653,478)	\$ 653,478			\$ -
Salary Cost / (Savings)			\$ (1,423,784)	\$ 4,338,604	\$ 7,630,309	\$ 8,049,963	\$ 18,595,092
Fringe Benefits			\$ (574,800)	\$ 1,518,511	\$ 2,670,608	\$ 2,817,487	\$ 6,431,807
Total Cost / (Savings)			\$ (1,998,584)	\$ 5,857,115	\$ 10,300,917	\$ 10,867,450	\$ 25,026,899

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
Professional Employees Association
Local 3695
AFTCT, AFT, AFL-CIO

JULY 1, 2016 – JUNE 30, 2021

TABLE OF CONTENTS

		Page
ARTICLE 1.	Recognition.....	1
ARTICLE 2.	Role of Professional Staff.....	2
ARTICLE 3.	Board Prerogatives.....	3
ARTICLE 4.	Professional Freedom.....	3
ARTICLE 5.	Nondiscrimination	4
ARTICLE 6.	Vacation Leave.....	4
ARTICLE 7.	Notice of Intent to Leave.....	5
ARTICLE 8.	Holidays.....	6
ARTICLE 9.	Personal Leave	6
ARTICLE 10.	Civic Obligations	6
10.1	Jury Duty or Court Appearances under Subpoena	6
10.2	Civic Emergencies.....	7
ARTICLE 11.	Sick Leave.....	7
11.3	Sick Leave Bank.....	8
11.4	Workers' Compensation.....	9
11.5	Fitness for Duty Examinations	9
ARTICLE 12.	Maternity and Parental Benefits.....	9
ARTICLE 13.	Educational Leave	10
13.2	Educational Leave Application Procedure	11
ARTICLE 14.	Maintenance of Status While on Paid Leave	11
ARTICLE 15.	Leaves Without Pay.....	11
15.1	Union Leave Without Pay	11
15.2	Emergency Leave Without Pay.....	12
15.3	Professional Educational Leave Without Pay	12
15.4	Maintenance of Status While on Unpaid Leave.....	12
15.5	Voluntary Leave Program	12
ARTICLE 16.	Work Schedules.....	12

16.3	Changes in Work Schedules Within the University's Regular Administrative Hours	13
16.4	Off Site Work	13
16.5	Telecommuting.....	13
ARTICLE 17.	Student Health Services	14
17.1	Overtime, Generally	14
17.2	Shift Differentials	14
17.3	Advice Nurses – Weekends.....	15
17.4	Sexual Assault Response Nurses and Mental Health Services – Weekends.....	16
17.5	Mental Health Services – Weekends.....	17
17.6	.75 FTE and 9 Month Registered Nurses	18
17.7	Student Health Physician and Director of Sports Medicine.....	18
ARTICLE 18.	Compensatory Time	18
18.1	Non-Exempt Employees.....	18
18.2	Exempt Employees.....	19
18.4	On Call.....	20
18.5	Compensatory Time for Positions in Athletics and Residential Life..	20
18.6	Compensatory Time for Essential/Emergency Support Services Staff During University Closure.....	21
ARTICLE 19.	Employee Files	21
ARTICLE 20.	Probationary Employees.....	22
ARTICLE 21.	Evaluation	23
21.2	Evaluation Procedures	23
ARTICLE 22.	Dismissal or Other Disciplinary Action.....	25
ARTICLE 23.	Grievance Procedure.....	26
23.1	Definitions	26
23.2	Time Limits	27
23.3	Procedure for Non-Contractual Grievances	27
23.4	Procedure for Contractual Grievances.....	28

23.5	Authority of the Arbitrator	29
23.6	General Provisions.....	29
ARTICLE 24.	No Work Stoppage	30
ARTICLE 25.	Career Ladders.....	30
ARTICLE 26.	Vacancies and Job Posting.....	31
ARTICLE 27.	Reduction of Professional Staff.....	31
ARTICLE 28.	Mergers and Acquisitions	35
ARTICLE 29.	Meet and Discuss	35
ARTICLE 30.	Parking	35
30.5	Parking at the Regional Campuses and Law School	36
ARTICLE 31.	Job Classification	36
31.1	Classification System	36
31.2	Career Progression.....	37
31.3	Reclassification Process	37
31.4	Reclassification Salary Increase	39
31.5	Temporary Appointments.....	39
ARTICLE 32.	Salary	39
32.1	Salary Increases	39
32.2	Performance-Based Compensation	40
32.3	One-time Performance Awards	41
32.4	Salary Schedules.....	41
32.5	Longevity.....	44
32.6	Prorating of Salary and Benefits for Nine and Ten Month Employees	45
ARTICLE 33.	Retirement, Medical Benefits and Disability Insurance	45
ARTICLE 34.	Tuition Reimbursement and Professional Development	46
ARTICLE 35.	Tuition Waivers	47
35.1	Employee.....	47
35.2	Children	47
ARTICLE 36.	Child Care	47

ARTICLE 37.	Travel.....	47
ARTICLE 38.	Health and Safety	48
38.1	Committee on Safety	48
ARTICLE 39.	Consulting Policy	48
39.1	Unrelated outside employment.....	48
39.2	Notice of intent to accept related employment.....	48
39.3	State Ethics Code.....	48
ARTICLE 40.	Union Leave	49
40.1	Release Time for Union Business	49
40.2	Attendance at Conventions.....	49
40.3	Internal Training for Union Representatives.....	49
ARTICLE 41.	Representation Rights and Responsibilities.....	50
41.1	Protection from Discrimination.....	50
41.2	Union List of Officers and Representatives	50
41.3	Conducting Union Business on University Premises.....	50
41.4	Bulletin Boards.....	50
41.5	Access to Information.....	51
41.6	Mailroom	51
41.7	Service Contribution.....	51
41.8	Union Access.....	51
ARTICLE 42.	UCPEA Security and Payroll Deductions	52
ARTICLE 43.	Savings Clause	53
ARTICLE 44.	Temporary and End-Date Employees	53
ARTICLE 45.	Pay Equity	54
ARTICLE 46.	Wireless Communication Device Stipends.....	54
ARTICLE 47.	Phased Retirement Program	55
47.1	Phased Retirement Program.....	
47.2	Eligibility.....	55
47.3	Reduction in Workload.....	55

47.4	Notice Period Benefits.....	55
47.5	Requirement for Employees.....	55
47.6	Reservation of Rights	55
47.7	Reduction to Written Agreement.....	56
ARTICLE 48.	Furlough Days.....	56
ARTICLE 49.	Job Security.....	56
ARTICLE 50.	Zipper Clause.....	56
ARTICLE 51.	Duration.....	56
ARTICLE 52.	Legislative Action	57
INDEX		

Article 1.

RECOGNITION

1.1 Pursuant to the provisions of Connecticut General Statute §§ 5-270, *et seq.*, and as certified by the Connecticut State Board of Labor Relations in Case No. SE-3541, Decision No. 1481, dated January 24, 1977, the Board of Trustees of the University of Connecticut (hereinafter referred to as “the University” or referred to as “the Board”) hereby recognizes the University of Connecticut Professional Employees Association, Local 3695, American Federation of Teachers Connecticut (AFT-CT), American Federation of Teachers, AFL-CIO (hereinafter referred to as “the Union” or referred to as “the Bargaining Agent” or referred to as the “UCPEA”) as the exclusive bargaining agent for all professional employees excluding those in the Faculty Unit or with faculty rank, faculty in the Law School, those in the University of Connecticut Health Center (Farmington) and the following titles:

President

Provost

Vice Provost

Assistant Vice Provost

Vice President

Executive Vice President & Chief Financial Officer

Executive Vice President

Associate Vice President

Chief of Staff

Deputy Chief of Staff

Associate Vice Provost

Assistant Vice President

Dean

Associate Dean

Assistant Dean

Dean of Students

Specialist I-IV

University Staff Professionals I-VI

University Educational Assistants I-III

Coaches

University Technicians I-II

Directors who meet the criteria for management and/or confidential exclusions under C.G.S. § 5-270.

Associate Directors who meet the criteria for management and/or confidential exclusions under C.G.S. § 5-270.

Assistant Directors who meet the criteria for management and/or confidential exclusions under C.G.S. § 5-270.

Part-time professional employees on the regular payroll who are employed less than 1/2 time.

Any other employee who meets the criteria for management and/or confidential exclusions under C.G.S. § 5-270.

1.2 Notwithstanding the exclusions listed above, the Board of Trustees reserves its right under the State Collective Bargaining Statute, Section 5-270, to exclude additional positions which are or which may become managerial during the life of this contract.

Article 2.

ROLE OF PROFESSIONAL STAFF

2.1 The Board of Trustees recognizes the importance of the professional staff to the excellence of the University and considers their contribution an integral part of the University's mission to provide education for the citizens of Connecticut.

Professional staff include, among others, academic advisors, accountants, computer programmers, financial aid staff, health care professionals, librarians, public service unit personnel, student affairs personnel, research administrators, and others engaged in the administration of the University and its programs.

Professional employee means any employee engaged in work:

- a. predominantly intellectual and varied in character, as opposed to routine mental, manual, mechanical or physical work;
- b. involving the consistent exercise of discretion and judgment in its performance;
- c. of such a character that the output produced or the result accomplished cannot be standardized in relation to a given time period; and
- d. requiring at least a four-year college degree or equivalent advanced professional training customarily acquired through formal instruction and study.

This article is not grievable under the contractual or non-contractual grievance procedure.

Article 3.

BOARD PREROGATIVES

3.1 It is recognized that the Board of Trustees has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility or prerogative to direct the operations of the University of Connecticut, its schools and branches, in all aspects. The Board shall make rules for the governance of the University including, but not limited to, those concerning the admission of students; the setting of fees for tuition and refund of tuition; the establishment of schools, colleges, divisions and departments; and the expenditure of the University's funds within the amounts available.

3.2 The ability to determine, to make rules for, or to approve such things as the care, maintenance, and operation of buildings, land, apparatus, and other property used for school purposes; educational policy, programs, and courses; staffing requirements, the academic calendar; the selection, appointment or assignment of duties and hours of work; leaves of absence, vacations, sick leaves, terminations of service, qualifications, rank, and status of individual members of the professional staff, standards of performance, discipline, order and efficiency, as well as the decision to reward, promote, demote, suspend, discipline or discharge unit members for lack of work or other legitimate reasons; to determine whether the whole or any part of the operation shall continue; to submit budgets to the General Assembly, to make such transfers of funds within the appropriated budget as it shall deem desirable, and to expend monies appropriated by the State of Connecticut for the maintenance of the University shall be under the sole jurisdiction of the Board of Trustees.

3.3 These rights, responsibilities and prerogatives are not subject to delegation 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 contractual grievance provision of this contract.

Article 4.

PROFESSIONAL FREEDOM

4.1 The University shall endeavor to preserve and facilitate freedom of speech, written or oral, and other constitutionally protected civil liberties. The UCPEA and its members recognize their obligation to be accurate, exercise appropriate restraint, and show respect for the opinions of others.

Employees shall endeavor to seek internal remedies to University problems before turning to outside resources such as those provided by state or federal statutes. With issues related to their jobs, employees shall inform their supervisors and shall seek to exhaust administrative remedies within the University before issuing public statements.

4.2 Repeated failure to abide by this article may be considered grounds for disciplinary action.

Article 5.

NONDISCRIMINATION

5.1 The University and the Union shall not discriminate against any professional employee on the basis of race, disability unrelated to ability to perform the job, religion, national origin, sex, age, gender identity, marital status or sexual orientation, or any other protected class, or membership or participation in, or association with, the activities of any employee organization or political party.

The University Office of Diversity and Equity (ODE) has responsibility for diversity and equity compliance at the University. All complaints alleging discrimination are most appropriately addressed by ODE for investigation, and will be referred directly to that Office. Such complaints shall not be subject to the contractual or non-contractual grievance procedures provided for in Article 23. The University ODE, CHRO or EEOC shall be the sole forums in which resolution to discrimination claims may be sought.

Concerns about diversity and affirmative action shall be raised initially in Labor/Management meetings with additions to attendance appropriate to the subject being addressed.

Article 6.

VACATION LEAVE

6.1 Each employee shall be entitled to annual vacation according to the following schedule:

- a. 12-month employees shall receive 1.75 vacation days credit for each month of employment, plus one additional day, for a total of 22 days maximum per year.
- b. Employees working fewer than 12 months (including 9 or 10-month employees who are paid on a 12-month basis) shall accrue vacation on a prorated basis. Employees employed on a part-time basis shall accrue vacation on a prorated basis.
- c. Recognizing that large vacation accumulations are to be used during departmental slow times, all employees may accumulate vacation credit of up to 60 vacation days, except as noted below:

Vacation days may not be accumulated beyond this amount except by specific permission of a University Vice President, Director or designee. It is understood that employees who have previously accumulated more than the 60 days may retain this accumulation provided that in no case may the employee's accumulation

exceed the number of days he/she presently has. The original entitlement over 60 days diminishes upon use until it reaches 60 days. (It does not remain as a permanent entitlement of additional possibility of accrual.) Once below 60 days, it cannot be accumulated beyond 60 again.

An employee whose reasonable request for vacation time has been denied shall be permitted to accrue that time beyond the 60 days.

- d. A legal holiday, as enumerated in Article 8 below, which occurs during the employee's vacation shall not be charged against the employee as a vacation day.
- e. To the extent possible, consistent with a department's workload, the choice of vacation periods shall be up to the individual employees. In the event of unresolved conflicts over vacation schedules between two or more employees within the same department, preference shall be determined by seniority within the department provided that final decision shall be based on the needs of the department and shall be determined by the appropriate Dean, Director or Department Head. Employees may take up to 2 vacation days per calendar year without requesting them in advance from their Dean, Director or Department Head. Employees may not take said 2 vacation days in conjunction with the 2 personal leave days provided for in Article 9.1 in order to be excused from work for 4 consecutive days.
- f. If any employee's service is separated for any reason except for termination for misconduct, the employee (or the employee's estate if deceased) shall be entitled to receive full pay for each unused vacation day up to 60 days. Employees who are terminated for misconduct will not be entitled to any payment for vacation day accruals.
- g. If an employee becomes ill or is injured while on vacation, such time shall be charged against sick leave, provided that if requested, the employee provides the appropriate Dean, Director or Department Head with medical documentation of said illness or injury.

Article 7.

NOTICE OF INTENT TO LEAVE

7.1 Employees intending to leave the employ of the University must give one month's notice in advance. After giving notice, such employees must serve at least ten (10) workdays on the job prior to leaving. Employees serving less than ten (10) workdays on the job shall forfeit one day of paid vacation for each day less than ten (10) workdays on the job. This requirement may be waived by the appropriate Vice President, Director, or designee.

Article 8.

HOLIDAYS

8.1 Each employee shall be entitled to time off with pay for each legal holiday listed herein or any other legal holiday declared by the Governor or General Assembly.

LEGAL HOLIDAYS: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day.

If such a holiday falls on a Saturday, it shall be observed on the preceding Friday. If such holiday falls on a Sunday, it shall be observed on the following Monday.

Any employee who is required to work on a legal holiday shall be granted a compensatory day for that holiday to be taken by the end of the succeeding calendar year at a time mutually agreed to by the parties. In order to earn a day for use as a religious holiday, an employee may request to work on a holiday on which his/her department is open.

8.2 Part-time employees shall be granted time off with pay on a pro-rated basis for holidays. Employees who work less than a full-time five-day workweek over 12 months will receive all 12 holidays on a pro-rated basis.

Article 9.

PERSONAL LEAVE

9.1 Each employee in the bargaining unit shall be entitled to 2 days per year for emergencies or personal business. Employees shall be expected to notify their supervisors of their anticipated absence as early as possible. Personal leave is not accrued.

Article 10.

CIVIC OBLIGATIONS

10.1 Jury Duty or Court Appearances Under Subpoena

Each employee called as a juror or subpoenaed to appear in court for reasons resulting from his/her University employment, shall be granted leave for that purpose at no loss of pay or charge to other leave, provided that:

- a. The employee notifies the appropriate department head within four (4) days of receiving notification to serve as a juror or of receiving the subpoena.

- b. The employee either refuses pay, excluding mileage, for serving on a jury or turns the jury pay over to the University.

10.2 Civic Emergencies

Employees who are fire, ambulance, or other recognized emergency personnel, and who have so notified their supervisors in advance, may request time off for emergency duty. Approval of each request for emergency duty is solely at the discretion of the first level supervisor outside the bargaining unit.

Up to five (5) requests per year may be granted with pay. Additional approved requests shall be charged to vacation time. The denial of time off for civic emergencies is not grievable or arbitrable under this contract.

Article 11.

SICK LEAVE

11.1 The University recognizes its obligation to provide paid and unpaid sick leave for bona fide personal illness to members of the professional staff.

- a. Full-time employees shall receive paid sick leave for bona fide personal illness up to fifteen (15) workdays per contract year. Part-time employees, including those working less than 12 months, shall have it prorated. Sick leave may also be used for illness or death in the immediate family; however, from the 15 days, leave for these categories shall not exceed 5 days in a fiscal year, except for illness of one's child, grandchild, spouse, domestic partner and/or parent, which shall not exceed 10 days in a fiscal year. Immediate family shall mean parent (guardian, stepparent), parent-in-law, spouse, domestic partner, son or daughter, stepson or stepdaughter, son-in-law, daughter-in-law, stepson-in-law, stepdaughter-in-law, sibling, sibling-in-law, grandparent, grandparent-in-law, grandchild, niece, nephew, aunt, uncle, or any person living with the employee. Employees shall be allowed to use sick time for doctor appointments for themselves, the employee's mother, father, child, or any person living with the employee.
- b. Decisions as to the granting of paid sick leave for bona fide personal illness, or for illness in the immediate family when the use of sick days during a fiscal year exceeds 15 workdays, shall be made by the Department. When accompanied by a medical certificate, if requested, and having made adjustments for past use of sick leave, the Department shall grant an employee who requires it no less sick leave than they would have been eligible for had the University had an accrual sick leave system, subject to the fiscal year limits referenced above if the sick leave is to be used for illness or death in the immediate family.
- c. Decisions as to the granting of unpaid or family leave shall be made by the University Administration coordinated by the Department of Human Resources.

- d. Before being granted, all requests for sick leave must be approved (by the first level supervisor outside the bargaining unit) as a bona fide illness, which prevents an employee from carrying out his/her responsibilities. A medical certificate may be required for any illness regardless of the number of days.
- e. Application for sick leave in connection with childbirth shall be considered on the same basis as leave requests for any other sick leave.

11.2 In cases where employees have been allowed to accumulate unused sick leave days, such days shall remain "banked." Employees whose need for sick time for bona fide personal illness exceeds what they would have been entitled to under an accrual system shall, at their option, be entitled to use any banked time. At the time of retirement or termination, any unused "banked" days an employee has remaining shall be subject to the provisions of Section § 5-247 of the State Personnel Act. No employee shall be forced to use her/his banked sick time.

11.3 Sick Leave Bank

- a. The Sick Leave Bank, established effective November 1997, consists of time made available by the donation of accrued vacation or holiday time by members of the bargaining unit.
- b. Donation of time may occur in July and the last pay period in December and shall be either one-half or one-day increments. Access to the bank shall be under guidelines developed by the UCPEA and the University, by way of signed agreement between the parties. The Sick Leave Bank Committee shall be composed of union members and at least one management member. Each year of the contract the University shall match on a one-to-one basis donations by UCPEA members, up to a maximum of the equivalent of 20 donated days.
- c. The Sick Leave Bank shall be available as a source of sick time when all other options (contract year sick leave allotments, 'as if' accrued sick leave, banked sick leave, vacation, personal leave, holiday and compensatory time) are exhausted. The Sick Leave Bank is for very serious or catastrophic illness or injury. The University may also grant, solely at its discretion, additional paid sick time beyond any allotted from the Sick Leave Bank. Consideration of additional paid sick time in excess of any allotted from the Sick Leave Bank shall be coordinated by the Department of Human Resources. The Sick Leave Bank may also be available as a source of paid caretaker leave for an employee who must care for the catastrophic illness or injury of a dependent child or spouse, not to exceed leave entitlements provided under the Federal Family and Medical Leave Act. The Sick Leave Bank may only be accessed for paid caretaker leave after the exhaustion of the 10 sick days of leave available pursuant to 11.1 (a) and exhaustion of all vacation, personal leave, holiday and compensatory time.

11.4 Workers' Compensation

When an employee is out of work due to a work-related injury or illness, the procedures and provisions of the Workers' Compensation Statutes will be followed. Should an employee's absence be for less than the duration required for Workers' Compensation coverage to begin, the use of either existing or "as if accrued" sick time shall not disadvantage any future needs for sick time up to the amount utilized. If an employee chooses to supplement the Workers' Compensation pay with his or her own time balances up to 100% of salary, that time shall be deducted and will not be available for future utilization.

11.5 Fitness for Duty Examinations

The University is permitted to compel an examination by a physician or medical provider of the University's choice and at the University's expense in the following situations:

- a. where there are reasonable grounds, based upon observed behavior or lack of performance, suggesting that an employee is unfit to perform the essential functions of the job due to a medical condition (mental or physical);
- b. where the University requires verification that an employee is fit to return to work and perform the essential functions of the position following any medical leave;
- c. where the University requires verification that an employee on medical leave is, in fact, unable to work; and
- d. where there is observed impairment on the job suspected to be the result of drug or alcohol use, pursuant to a protocol mutually agreed upon between the UCPEA and the University by January 2, 2017.

Article 12.

MATERNITY AND PARENTAL BENEFITS

12.1 The University shall grant an employee giving birth to a child up to thirty (30) workdays paid leave related to childbirth. Such leave shall be subtracted from her sick leave entitlement to the extent that it exists, including "as if accrued" and previously earned banked sick leave. Time characterized as maternity leave related to childbirth shall commence on the date of birth and extend 30 workdays thereafter. Unpaid time, either preceding or following the birth, shall be considered as medical or family leave, as appropriate.

12.2 The University shall grant an employee up to 5 workdays paid leave at the time of birth, adoption, or taking custody of a child or for the prenatal or postnatal care of a spouse or significant other. Such leave shall be subtracted from her/his sick leave entitlement if it exists and shall be deducted from that portion of the employee's sick leave available for illness of a child.

Employees shall be entitled to use up to 30 workdays of accrued time (i.e. vacation, compensatory time, holiday time, personal leave) at the time of birth or adoption. This is not subject to management approval nor shall the employee be required to use accrued time in conjunction with unpaid leave.

12.3 Upon expiration of paid leave following the birth or adoption of a child, the employee is entitled to up to twenty-four (24) weeks unpaid leave, with her/his position held, per C.G.S. § 5-248a.

12.4 Following the birth or adoption of a child, parents who do not wish to take a leave of absence without pay as in 12.3 above, nor to return to work full-time, shall be entitled to work half-time for up to six (6) months. Employees may request to work half-time for up to 12 months; any leave beyond the first six months shall be subject to management approval. Approved time utilized during the second six months will be counted toward the employee's entitlement under the Family and Medical Leave Act.

Article 13.

EDUCATIONAL LEAVE

13.1 Each year of the contract a total of up to four (4) educational leaves may be granted to employees in the bargaining unit in order to engage in projects or develop products that are believed to be of value, or to advance the interests or reputation of the University. All such leaves are a privilege rather than a right. Employees desiring such leave must apply through the chain of command at least one year in advance of the projected leave.

Employees with seven (7) or more years of continuous service in the bargaining unit may be eligible for a one-year educational leave.

Employees on such leaves shall not engage in paid employment elsewhere.

No staff member shall be eligible for more than one such leave in a ten (10) year period. At least ten (10) years shall elapse between leaves. The recipient must agree to return to the University for at least one year of service following the leave.

Employees granted educational leave under Article 13.1 shall be allowed to choose to take a 1/2 year leave at full pay rather than a 1 year leave at 1/2 pay. There is no increase in the number of employees allowed to take such leave annually.

Employees granted educational leave under Article 13.1 shall continue to enjoy the full tuition waiver for the duration of their leave as defined under Article 35.

13.2 Educational Leave Application Procedure

- a. All applications for educational leave shall be made in writing at least one year prior to the date that the leave is to begin. The written application shall contain a description of the proposed activity to be undertaken, as well as an indication of the mutual benefit to the individual and to the University. This application shall be submitted through the appropriate Department Head, Dean or Director, to the Vice President or his or her designee who, in turn, will submit it to the Board of Trustees with a recommendation of the appropriate Department Head, Dean or Director, and Vice President or his/her designee. Only positive recommendations will go beyond the Vice Presidential level.
- b. Applicants shall receive written notice in a timely manner of the recommendation at each level in the supervisory chain of command.

Such written notice shall contain a full explanation of the reasons for any unfavorable recommendation. Ordinarily, the applicant will receive written notice of the Board's final action at least six months prior to the requested commencement of the leave.

- c. The Union shall be given written notice of the final approval or disapproval of any application for educational leave.
- d. The educational leave application procedure shall not be grievable.

Article 14.

MAINTENANCE OF STATUS WHILE ON PAID LEAVE

14.1 Each employee who is on any paid leave shall automatically receive any pay increases, benefits, accrual of time toward retirement, and standard accrual of vacation time, or seniority that have accrued to his or her position during the period of such leave.

Article 15.

LEAVES WITHOUT PAY

15.1 Union Leave without Pay

Up to three (3) employees per year, (with an FTE not to exceed one (1)) who are elected or appointed to positions with the Union will, upon prompt application and with the approval of the appropriate Provost, Vice Provost, Vice President or designee, be granted a one-year leave of absence without pay for the purpose of accepting this position. Persons granted full-time leave shall have all insurance and other benefits if they or the Union wish to pay for such benefits. During such leave they shall accrue seniority as though still employed, however, no vacation days will

accrue. Persons on partial leave for one year shall retain benefits on a pro-rated basis. Upon return, they shall be placed in the assignment that they left, providing the position has not been eliminated, or placed otherwise in a comparable position for which they are qualified.

15.2 Emergency Leave Without Pay

Short leaves to cover emergency situations may be granted by the appropriate department head if arrangements can be made to assign the work to others. The period of such leave should not exceed ten (10) workdays without prior approval of the Provost, Vice President or his/her designee. This is intended for reasons other than those covered by the Family and Medical Leave Act.

15.3 Professional Educational Leave Without Pay

Leave of absence without pay may be granted by the Provost or Vice President for reasons considered to be in the best interest of the University and in the interests of professional growth and improvement of the staff member concerned. All such cases are treated as special cases. Staff members desiring such leave should apply through their department head to the appropriate Vice Provosts or Vice Presidents.

15.4 Maintenance of Status While on Unpaid Leave

Any employee on unpaid leave shall have his/her position retained and upon his/her return to work shall benefit by any increase in salary and/or fringe benefits that accrued to his/her position during the period of such leave. Vacation, holiday leaves, and seniority do not accrue during unpaid leave.

15.5 Voluntary Leave Program

The Voluntary Leave Program, as constituted on July 1, 1994, shall be extended for the life of the contract. This may be amended based upon discussions/negotiations between the DAS and the SEBAC.

Article 16.

WORK SCHEDULES

16.1 With the approval of the appropriate Vice President or designee, departments may establish a flexible schedule program that, while not adversely affecting departmental services, can afford greater flexibility to employees. Flexible schedules are considered non-permanent. Before taking effect, in addition to the written authorization of the manager outside the bargaining unit, all such schedules must be approved by the Department of Human Resources. Except by mutual agreement otherwise, denials shall be given to employees in writing within twenty (20) workdays of the written request. Any denial of a request for a flexible schedule shall

be accompanied by a reason for the denial. Denials shall not be arbitrary, capricious, or without good business reason. Prior to filing a grievance an employee may ask that a representative of the administration and a representative of UCPEA attempt to resolve the dispute.

16.2 The University's regular administrative hours are defined as between 8:00 a.m. - 5:00 p.m. UCPEA employees' work schedules normally approximate 35 hours per week (historically 8:30 a.m. to 4:30 p.m.). A flexible schedule is defined as some of the hours falling outside of the University's regular administrative hours.

When the University identifies a need to adopt a temporary flexible schedule, management will first seek volunteers from within the work group. Failing to attract sufficient volunteers, the work group will be empowered to develop schedules to meet the unit's needs. If the work group is unable to address this need, then, consistent with the needs and functionality of the work group, individual employees may now be required to work a temporary flexible schedule of up to one fiscal year, with 20 working days notice. Such requirement will not be made arbitrarily or capriciously. Individuals may be exempted from flexible schedules for reasons including, but not limited to, child/parental care, health or unavoidable personal issues. The parties recognize that the University may require immediate, temporary schedule changes in the event of a declared local, state, or federal natural disaster or health emergency. Such schedule changes shall be limited to the duration of the declared natural disaster or health emergency.

16.3 Changes in Work Schedules Within the University's Regular Administrative Hours

In circumstances where the University identifies a need to change work schedules, within the University's regular administrative hours (between 8:00 a.m. – 5:00 p.m.), management will first seek volunteers from within the work group. Consistent with the needs and functionality of the work group, individual employees can be required to work a different work schedule, within the University's regular administrative hours, with 10 working days notice. Individuals may be exempted from schedule changes for reasons including, but not limited to, child/parental care, health or unavoidable personal issues.

16.4 Off Site Work

The following statement represents current practice and is not an expansion of work conditions. Given the definition of professional work contained in Article 2.1 of this agreement, the University agrees it is not unreasonable to consider differing methodologies for accomplishing professional work. This may include, in some limited cases, agreements to have work produced off site utilizing appropriate technology. Each situation must be evaluated individually, and approved in accordance with established procedure.

16.5 Telecommuting

Telecommuting is a work arrangement in which some or all of the work is performed at a work site that is off University property, such as the home. It is one of the flexible work arrangements that departments may establish for staff to enable them to achieve a more successful work-life balance. Telecommuting arrangements must be in accordance with University

telecommuting procedures and be in the best interest of the University. Managers will be encouraged to give serious consideration to all reasonable requests for telecommuting arrangements with the final authority to approve a telecommuting arrangement resting solely with the President, Provost, Vice President or designee. The President, Provost and Vice President decision is final and binding and is not subject to the grievance process.

Article 17.

STUDENT HEALTH SERVICES

17.1 Overtime, Generally

When Student Health Services employees who are licensed as nurses, nurse practitioners, lab technicians or X-ray technicians, are required to work a half shift or more beyond the equivalent of a full-time workweek, they shall be paid at time-and-one-half of their base rate of pay for the additional time worked if they are covered by FLSA. FLSA exempt employees shall receive either time and time-and-one-half pay or time-and-one-half compensatory time. When part-time employees work a half shift or more beyond their regular schedule, they will receive either straight time pay or compensatory time up to the equivalent of a full-time workweek, and time and time-and-one-half worked thereafter.

For FLSA exempt employees, the decision about either pay or compensatory time shall be mutually agreed by the SHS management and the employee. If there is no agreement the individual shall be paid rather than accrue compensatory time.

At no time shall an FLSA exempt employee receive the time-and-one-half pay or compensatory time provided for in this Section while also receiving the stipends or differentials provided in the other Sections of this Article.

17.2 Shift Differentials

a. Night Shift

1. When a Student Health Services employee who is a regular employee of the University and who is licensed as a nurse, nurse practitioner, lab technician or X-ray technician (collectively, "licensed professionals") is scheduled to work the full weekday night shift, (which shift typically includes those hours between 11:00 pm and 7:00 am, between Monday at 11 pm through Saturday at 7 am) (the "night shift"), s/he shall be paid a differential of 20% of his or her hourly rate as derived from his or her base annual salary for each hour worked. This will not apply to employees who happen to work hours that overlap a portion of the night shift, but do not work the full shift.
2. Night shift differentials shall not be added or combined, and in no case will a licensed professional receive more than 20% per hour as a premium for working on

a night shift. The night shift differential will only be paid for hours actually worked, and not while the employee is on leave of any nature.

3. Under no circumstances will the night shift differential be paid to “Advice Nurses” or “Sexual Assault Response Nurses” unless s/he actually worked at SHS during the weekday night shift.

b. Weekends

1. When a licensed professional works hours between 8:00 am Saturday and 8:00 am Monday (the “weekend”), h/she shall be paid a differential of 15% of his or her hourly rate as derived from his or her base annual salary for each hour worked.
2. Weekend shift differentials shall not be added or combined, and in no case will a licensed professional receive more than 15% per hour as a premium for working on a weekend. The weekend shift differential will only be paid for hours actually worked, and not while the employee is on leave of any nature.
3. Under no circumstances will the weekend shift differential be paid to “Advices Nurses” or “Sexual Assault Response Nurses” unless s/he actually worked at SHS during the weekend shift.

17.3 Advice Nurses – Weekends

- a. Advice Nurse services will be provided off-site on weekends, only during the academic semesters. The shift between 4 pm and 8 am beginning on Saturday constitutes a single shift and the shift between 4 pm and 8 am beginning on Sunday constitutes a single shift. There will be two such shifts per weekend.
- b. The coverage pools will consist of qualified SHS Nurses who have successfully completed formal training as required by the Department. All coverage is provided on a voluntary basis, and will be scheduled for the entire school year.
- c. The stipend for Advice Nurses for a 4 pm to 8 am shift will be \$264.50.
- d. Nurses may be scheduled for one or the other available shifts, or for both shifts. The scheduled nurse will be responsible for coverage of his/her scheduled shift. If s/he is unable to cover the shift due to emergency reasons, it is her/his responsibility to arrange coverage. If s/he is unable to arrange coverage, s/he will notify the administrator on call, who will arrange coverage if possible, or may authorize the cancellation of coverage for that shift.
- e. The protocol for the Advice Nurse receiving phone calls and the contents of the Medical Resource Bag that the Advice Nurse carries will be established in accordance with accepted medical practice.

- f. The written statement concerning liability from Paul Shapiro, Assistant Attorney General, dated May 20, 1996, is incorporated by reference.
- g. In the unforeseen event that Student Health Services is required to remain open 24 hours on a specific weekend to provide on-site coverage (thus precluding the need for Advice Nurse services), such assignments may be cancelled.
- h. It is within the University's discretion to conclude that there is no longer a need for the Advice Nurse services program, in which case the University is under no obligation to continue this type of work or compensation for any duration.
- i. Nurses filling these positions will be exempt from the provisions of Article 18, Compensatory Time.

17.4 Sexual Assault Response Nurses and Mental Health Services – Weekends

- a. Assignment of Registered Nurses, Advance Practice Registered Nurses, and Mental Health Services Professionals (MHSP) (collectively referred to in this Section as “staff members”) to respond to sexual assault situations, will be provided on weekends, only during the academic semesters. The shift between 4 pm and 8 am beginning on Saturday constitutes a single shift and the shift between 4 pm and 8 am beginning on Sunday constitutes a second single shift. There will be two such shifts per weekend.
- b. The coverage pool will consist of qualified SHS Nurses and MHSP who have successfully completed formal training as required by the Department. All coverage is provided on a voluntary basis, and will be scheduled for the entire school year. SHS management may disqualify an employee from eligibility for this assignment in their sole discretion, if it is decided that the employee resides too far away from the campus to be able to report in the required timeframe.
- c. The stipend for a 4 p.m. to 8 am shift will be \$300. A staff member called in to work will be paid for actual time worked, including travel time from home to the work site, but not less than two hours, at their regular rate of pay.
- d. Staff members may be scheduled for one or the other available shifts, or for both shifts. The scheduled staff member will be responsible for coverage of the scheduled shift. If the staff member is unable to cover the shift due to emergency reasons it is the staff member's responsibility to arrange coverage. If the staff member is unable to arrange coverage the staff member will notify the administrator on call who will arrange coverage if possible or may authorize the cancellation of coverage for that shift.
- e. The protocol for contacting the staff members with instruction to report to Student Health services will be established and published at the beginning of the program.

- f. In the unforeseen event that Student Health Services is required to remain open 24 hours on a specific weekend to provide on-site coverage (thus precluding the need for Sexual Assault Response Nurse/MHSP services) such assignments may be cancelled.
- g. It is within the University's discretion to conclude that there is no longer a need for the Sexual Assault Response Nurse/MHSP services program, in which case the University is under no obligation to continue this type of work or compensation for any duration.
- h. Staff members filling the aforesaid position will be exempt from the provisions of Article 18, Compensatory Time.

17.5 Mental Health Services – Weekends

- a. After-hours Mental Health Services within the Student Health Service will be provided on weekends, only during the academic semesters. The shift between 4 pm and 8 am beginning on Saturday constitutes a single shift and the shift between 4 pm and 8 am beginning on Sunday constitutes a second single shift. There will be two such shifts per weekend.
- b. The coverage pool will consist of qualified UCPEA bargaining unit Mental Health Services Professionals. All coverage is provided on a voluntary basis, and will be scheduled for the entire school year.
- c. The stipend for a 4 pm to 8 am shift will be \$230.
- d. Additionally, if the Mental Health Services Professional is required to come in s/he shall accrue compensatory time as outlined in the collective bargaining agreement.
- e. A location shall be identified in one of the residence halls where the Mental Health Services Professional can meet confidentially with students. In case of emergency, there shall be a phone available in this room and a residence hall employee shall wait outside the door. Parking shall be available for the Mental Health Services Professional.
- f. The scheduled Mental Health Services Professional will be responsible for coverage of his/her scheduled shift. If s/he is unable to cover the shift due to emergency reasons, it is his/her responsibility to arrange coverage. If she is unable to arrange coverage, she will notify the administrator on call, who will arrange coverage if possible, or may authorize the cancellation of coverage for that shift.
- g. The protocol for receiving phone calls and the contents of the Medical Resource Bag that the Advice Nurse carries will be established in accordance with accepted medical practice.
- h. The written statement concerning liability from Paul Shapiro, Assistant Attorney General, dated May 20, 1996, is incorporated by reference.
- i. In the unforeseen event that Student Health Services is required to remain open 24 hours on a specific weekend to provide on-site coverage (thus precluding the need for MHSP services) such assignments may be cancelled.

- j. It is within the University's discretion to conclude that there is no longer a need for the MHSP services program, in which case the University is under no obligation to continue this type of work or compensation for any duration.

17.6 .75 FTE and 9 Month Registered Nurses

- a. Except by agreement otherwise, all licensed professionals employed by SHS for a 9-month or 75% work schedule will begin the work year one week prior to the first day of classes at the start of the fall semester, at the discretion of the Department as necessary within the operational needs of SHS.
- b. These .75 FTE or 9 month licensed professionals shall accrue vacation time as if the employee worked one continuous month for the portion of time worked in May and portion of time worked in August.

17.7 Student Health Physician and Director of Sports Medicine

- a. The positions "Student Health Services Physician" and "Director of Sports Medicine" will be exempt from the salary limitations stated in Section 32.4 Salary Schedules.
- b. These positions will be exempt from all general provisions of Article 18, Compensatory Time, but will be eligible for "On-Call" pay pursuant to that Article.
- c. All other provisions of this collective bargaining agreement shall remain in effect for these positions.

Article 18.

COMPENSATORY TIME

18.1 Non-Exempt Employees

Compensatory time for non-exempt employees shall be in accordance with the Fair Labor Standards Act.

- a. Non-exempt members of the bargaining unit shall be paid their "regular rate of pay" for each hour worked up to 40 in a workweek consistent with the Fair Labor Standards Act ("FLSA") and State Department of Labor wage and hour laws and regulations. The implementation of this section shall be consistent with Article 16 of the collective bargaining agreement.
- b. Non-exempt UCPEA employees "regular rate of pay" shall be determined by dividing their bi-weekly pay rate by up to seventy hours.

- c. Non-exempt UCPEA employees will continue to receive compensatory time off for hours worked in excess of forty in a workweek in accordance with the FLSA and the collective bargaining agreement between the UCPEA and UCONN.
- d. Non-exempt UCPEA employees will be required to complete a time card every pay period. Time worked will be reported on a daily basis in quarter hour increments. Use of paid leave time will be charged in quarter hour increments with a one hour minimum.
- e. 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.
- f. When an employee's compensatory time earned under Article 18 (i.e. the compensatory time) reaches a total of 240 hours the employee shall be paid for additional compensatory hours earned.
- g. The University may elect to reimburse an employee for any unused compensatory time at any time, at its option.
- h. To the extent possible, consistent with a department's workload, the choice of when to use accrued compensatory time shall be up to the employee.
- i. Upon termination of employment, for any reason, an employee shall be paid out for any unused compensatory time.

18.2 Exempt Employees

Whenever an exempt employee, not including those listed in Article 18.5, is required by his or her supervisor to work extraordinary hours, the supervisor may (1) allow the employee to reduce his or her hours by an equivalent amount within the same pay-period or (2) award compensatory time off to be used in a subsequent pay-period. The following procedures shall be followed:

- a. The first supervisor outside the bargaining unit (or their designee), will confirm in writing to the employee the requirement to work extraordinary hours, specifying the reason for the requirement, and identifying the anticipated reduction in schedule to account for the extraordinary hours worked.
- b. In the event that a reduced schedule within the same pay period is not possible or practical, the supervisor may instead authorize the employee, in writing, to accrue compensatory time for future use. All compensatory time must be recorded on the employee's leave record as it is earned. All compensatory time must be utilized within two years of being earned at times mutually agreeable to the employee and the supervisor.

18.3 Employees will make every effort to request the utilization of accrued compensatory time and supervisors are encouraged to approve these requests whenever business needs permit. If an

individual employee's accumulation exceeds a balance of 140 hours, management may opt to pay for the time over 100 hours up to a maximum of 40 hours at a time.

18.4 On Call

An employee is considered to be "on call" when management requires that an individual be continuously available for responding to a work-related call for assistance during hours outside of their normal work schedule. The restraints placed upon the employee's personal freedom shall determine the level of compensation to be afforded for the hours on call as follows:

- a. An employee who is required to be available for call and in order to respond their travel is restricted, shall receive compensatory time equal to twenty-five percent of the time they are required to be on call.
- b. An employee who is required to be available for call, but has no restrictions to their travel in order to respond, shall receive compensatory time equal to ten percent of the time they are required to be on call.
- c. Actual time spent working in response to a call shall be compensated hour for hour with compensatory time.

18.5 Compensatory Time for Positions in Athletics and Residential Life

Due to standard irregular work hours within certain University operations and occupations, a fixed annual amount of compensatory time will be awarded in lieu of the process provided in Section 18.2 as follows:

- a. Hall Directors and Community Directors Live-In Staff employed in the Department of Residential Life shall receive seven days of compensatory time in the Fall Semester, seven days of compensatory time in the Spring Semester, and three days of compensatory time in the Summer Semester.
- b. Professional staff in positions within the Division of Athletics that have compensatory time balances in excess of 400 hours as of June 30, 2016, and any similar positions created and filled within the Division of Athletics, shall receive five compensatory days on July 1 of each fiscal year and five compensatory days on January 2 of each fiscal year. Effective the first full pay-period following July 1, 2016, current employees in the Division of Athletics with existing balances in excess of 400 hours as of June 30, 2016 will receive a payment for 25% of the accrued hours. Thereafter, these employees will accrue compensatory time in accordance with this paragraph. All compensatory time accrued under this provision by employees in Athletics must be utilized within one year of being earned at times mutually agreeable to the employee and the supervisor.
- c. Employees will be notified in writing upon hire or reclassification of eligibility for compensatory time under this provision.

- d. No other compensatory time or extra compensation for the irregular hours of work routinely expected of these positions shall be awarded.

18.6 Compensatory Time for Essential/Emergency Support Services Staff During University Closure

UCPEA members who are designated Essential/Emergency Support Services Staff and must report to work during a University closure shall be compensated hour for hour with compensatory time.

Article 19.

EMPLOYEE FILES

19.1 For the purpose of evaluating an employee, employee files may be maintained at all administrative levels and may contain notes, records and other documentation of employee performance. The employee's official, complete employee file will be housed in the Department of Human Resources.

Each employee shall have the right and may request to review the content of his/her employee file at any reasonable time mutually agreeable to the employee and the Department of Human Resources.

19.2 Others who shall have access to the employee files are:

- a. Individuals within the employee's department with stated job responsibilities relating to the maintenance of employee files (i.e., personnel officers, the dean, director, or department head, and confidential secretaries as designated by the supervisor).
- b. Other administrative personnel with legitimate reason may have access through the administrator responsible for the employee file.
- c. The UCPEA may review material in the employee's file at any time. An official representative of UCPEA, with the written authorization from the employee, may review specific material contained in the files relating to a grievance or a pending grievance.

19.3 No negative judgments that have not been discussed with the employee nor any materials that are not contained in the complete employee file may be used in any promotion or disciplinary action.

19.4 No anonymous material of any kind shall be placed in any employee file.

19.5 The employee shall be notified of the placement of any negative evaluative material in his/her employee file within ten (10) workdays, and shall have the right to write a rebuttal to any such material for inclusion in the file.

19.6 Employees recognize their responsibility to review the contents of their employee files.

19.7 The employee shall have the right to obtain a copy of any material placed in his or her employee file (excluding pre-employment records), for which a nominal charge may be levied.

19.8 Nothing in this article shall preclude the existence or maintenance of other employee files of a personnel nature.

Article 20.

PROBATIONARY EMPLOYEES

20.1 A probationary employee is an employee who has not completed a working test or trial period in their position. Such a period shall not exceed one year.

- a. All employees who have not completed a working test or trial period in the bargaining unit or who have been rehired after a break in service from a position represented by the UCPEA shall serve a one year probationary period.
- b. In addition, any current employee voluntarily reassigned or hired as a result of a search may serve a six-month probationary period, at the sole discretion of the first manager outside of the bargaining unit. Employees who fail their six-month probationary period and are dropped shall be placed on the Article 27 recall list for the position in which they previously held permanent status, for the full duration established in Article 27. Employees voluntarily reassigned or hired as a result of a search shall be eligible for salary increases as established in Article 32 during this probationary period.
- c. Any recalled employee shall serve a six-month probationary period. Employees who are not continued during their six-month probationary period and are dropped shall be placed on the Article 27 recall list for the position in which they previously had permanent status. In the first instance this occurs, the employee shall be entitled to the full duration of the recall period established in Article 27. In any instance thereafter, the employee shall only be entitled to the balance, as of the date of return to the recall list after the first placement, of the recall period established in Article 27. Recalled employees shall be eligible for salary increases as established in Article 32 during this probationary period. A manager shall only be required to accept a recalled employee once for a given position. If such employee is not continued during their probationary period, that manager may then initiate a search for that position.
- d. Employees who are converted from end-date to permanent in the same position after a year of service, reclassified in their own position, and/or involuntarily reassigned shall not be required to serve a probationary period.

Except as provided in Section 20.1 (d), service in a durational position, end-date position, student job or special payroll position does not satisfy any probationary period.

20.2 A newly hired employee shall be provided with a copy of their job description. Newly hired employees will be provided with electronic access to a description and explanation of the Job Classification system.

20.3 Approximately halfway through and at the end of his/her probationary period, each employee shall be given a written evaluation of his/her performance that is not grievable under either 23.1 (a) or 23.1 (b).

20.4 New employees shall be furnished a copy of this agreement together with other orientation materials supplied to the University by the UCPEA.

20.5 In the event that a probationary employee is dismissed before the end of his/her probationary period, he/she shall receive two weeks' notice or pay in lieu thereof.

20.6 In no case shall either the dismissal of an employee during his/her probationary period, or the non-continuation of an employee upon the completion of his/her probationary period, be grievable under any article of this agreement including 23.1 (b), or grievable and arbitrable under 23.1 (a). However, a probationary employee who is dismissed, or who is not continued, may appeal in person within ten (10) days to the office of the appropriate Provost, Vice Provost, Vice President, or designee. Within seven (7) calendar days of the hearing the Provost, Vice Provost, Vice President or designee shall respond in writing. The decision of the Provost, Vice Provost, Vice President or designee is final and not appealable to arbitration.

Article 21.

EVALUATION

21.1 For the purpose of promoting, maintaining and enhancing excellence in job performance, each department shall provide for evaluations of each UCPEA employee at least once a year. Such evaluations shall permit the continuing assessment of the quality of the individual's performance relative to the required duties described in his/her official job specifications and internal departmental job description (if applicable).

21.2 Evaluation Procedures

- a. The evaluation period shall be May 1st to April 30th of each year.
- b. Management may require employees, or employees may volunteer, to provide an annual report of activity and achievement to be used as a source of information for evaluations. If management makes such a requirement, they must do so in advance of the period for which they want the reporting. Employees shall be given a minimum of two weeks' notice for

providing the requested reports. Final reports for an evaluation year must be submitted by April 15th for consideration in the evaluation process.

- c. For the purpose of documenting and appraising the employee's performance during the period, as well as for providing suggestions for improvement, each supervisor of UCPEA staff, including supervisors in UCPEA positions, shall prepare a written evaluation with criteria appropriate to that department or work unit. While an evaluation may be done at any time during the evaluation year, one must be prepared and presented to each employee between April 15th and May 1st of each year.
- d. A cover sheet indicating appropriate demographic information and overall rating of performance that reflects the details of the evaluation shall accompany each evaluation. Ratings should be categorized as follows:
 - Outstanding
 - Very Good
 - Good
 - In Need of Improvement
 - Unsatisfactory
- e. The written evaluation and cover sheet shall normally be discussed with the employee within seven (7) calendar days of the time they are prepared. The employee shall normally sign the evaluation within seven (7) calendar days from receipt for the sole purpose of indicating that he/she has read it. Failure to sign may be considered cause for disciplinary action.
- f. An employee shall have the right to append to his/her evaluation a written statement presenting his/her concerns as they relate to the evaluation. This will be attached to the evaluation, become a permanent part of the record, and will be the final documentation associated with the performance evaluation.
- g. In addition to the employee's signature, others shall include the immediate supervisor and the first supervisor outside the bargaining unit, provided they are not the same person. The employee shall be given a copy of the final signed document, and a copy shall be sent to HR by May 15th.

21.3 Upon the written request of an employee, a job description will be provided by the Administration.

21.4 An employee may grieve only those evaluations that result in an overall unsatisfactory rating. If the overall unsatisfactory rating results in disciplinary action and the employee was notified of the discipline at the time of the rating, an employee may grieve under Article 22; however, he/she may not also file a separate grievance on the rating under this Article. During the Article 22 grievance the unsatisfactory rating shall be incorporated into the grievance.

Article 22.

DISMISSAL OR OTHER DISCIPLINARY ACTION

22.1 The provisions of this article apply to all non-probationary members of the bargaining unit.

The parties are in agreement that discipline shall be for just cause and that, except in cases of serious misconduct, the dismissal of any employee shall occur as the final step in a progressive disciplinary system and only after the rights of the employee to a fair hearing are provided. Cases of serious misconduct should be dealt with through an immediate administrative leave with pay, followed by a hearing at Step 22.3 (b) below.

Grounds for dismissal or other disciplinary action:

- a. Documented incompetence or failure to meet satisfactory standards of job performance based on written evaluations of his/her performance.
- b. Failure to meet educational requirements or to fulfill professional commitments, including certification and licensing, made in a written agreement at the time of employment.
- c. Misconduct or insubordination to reasonable directives to the employee, given as direct orders which are not illegal, or clearly dangerous, by his/her Dean, Director, Department Head or designee. If the employee feels that an order is not a part of his/her responsibilities, he/she may request and shall be given a written verification of that order. He/she shall carry out the order and aggrieve through the grievance procedure.
- d. Sexual harassment as defined in the CT State Statutes (§ 46a-60(8)).
- e. Drug and alcohol abuse in the workplace as defined in University policies.

22.2 Disciplinary action may include: (a) verbal or written warning or reprimand, (b) withholding of a satisfactory performance increase, (c) suspension without pay, (d) demotion, and (e) dismissal. In a case of a violation of 22.1 (c), (d), or (e) above, an employee may be placed on paid administrative leave of absence while the investigation is completed, if it is adjudged to be in the best interests of the University by the appropriate cabinet officer.

22.3 Procedures to be followed when disciplinary action such as the withholding of a salary increase, suspension without pay, demotion, or dismissal is contemplated:

- a. The employee shall be notified in writing, with a copy to the UCPEA office, of the investigatory or fact-finding interview. The employee shall be advised of his/her right to union representation. If representation is waived it shall be done in writing.

- b. When the investigation is complete and before a decision about discipline is made, the employee shall be afforded an opportunity to meet with the appropriate cabinet officer or his/her designee to hear the specific charges, the evidence against him/her, and to present his/her side of the situation. The employee shall be afforded fifteen (15) calendar days written notice of this meeting. Said notice shall include the date, time and location of the meeting, and the specific charges that form the reasons that disciplinary action is under consideration. Union representation is an entitlement at this meeting; if waived, the employee must do so in writing. At such a hearing the employee may call witnesses who he/she feels may have information related to the issue under investigation. A written decision shall be rendered within 15 calendar days from the date of the hearing and shall include a specific notice of discipline to be imposed and the effective date(s) of discipline. An employee who, without legitimate reason, fails to report to this hearing, shall be terminated immediately.
- c. The decision of the appropriate cabinet officer or their designee shall be final except for the appeal provisions noted in 22.3 (e).
- d. No member of the professional staff shall be suspended without pay until after the hearing specified in 22.3 (b). Placement on paid administrative leave described in 22.2 is understood to be part of the disciplinary process, but is not considered discipline.
- e. Suspension without pay, denial of a satisfactory performance increase, demotion or termination may be appealed to arbitration on the merits. For these penalties the arbitrator shall not substitute his/her judgment for that of the administrator except if it has been arbitrary, capricious or unreasonable.

Article 23.

GRIEVANCE PROCEDURE

The Parties agree that all problems should be resolved whenever possible before the filing of a grievance, and they wish to encourage open communication between administrators and employees, so that the formal grievance procedures will not normally be necessary.

23.1 Definitions

- a. A contractual grievance shall be limited to a claim that there has been a violation of a specific term(s) or provision(s) of this agreement or of those conditions of employment, which are specified in the contract.
- b. A non-contractual grievance shall be a dispute concerning the practices and policies of The University of Connecticut.

- c. A grievant may be an individual employee, a group of employees, or the Union on behalf of an individual or group of employees. It is understood that when the Union grieves on behalf of an employee or a group of employees, it shall identify the individual(s) and that the individual(s) may be required by either party to this agreement to testify at all levels of the grievance procedure.
- d. Immediate Supervisor shall mean the first person outside the bargaining unit with responsibility and authority to direct the grievant; it may be a supervisor, department head, director, dean, or someone designated as the supervisor with adequate authority to resolve the matter. If, in a contractual grievance the immediate supervisor is also the appropriate Step Two level administrator, the grievant may elect to file at Step Two and waive a Step One hearing.

23.2 Time Limits

A grievant shall be granted thirty-five (35) calendar days from the event giving rise to the grievance to submit the grievance in writing to the immediate supervisor. If the event occurs while the grievant is on authorized leave from the University and/or could not reasonably be expected to be knowledgeable of the event giving rise to the grievance, the grievant will have up to fourteen (14) calendar days after his/her return to work in which to submit the grievance in writing to the immediate supervisor. Similarly, the supervisor on authorized leave shall have fourteen (14) calendar days after his/her return to work to respond to the grievance in writing. In no case shall The University of Connecticut administration be obliged to process a grievance, which is submitted forty-five (45) days after the event giving rise to the grievance.

23.3 Procedure for Non-Contractual Grievances

a. Step One: Immediate Supervisor

If the informal attempt by the parties does not resolve the problem, the grievant, and a representative of the Union (if the grievant so desires) shall within the limits in 23.2 submit said grievance in writing to the immediate supervisor with a copy of the grievance to Labor Relations. The immediate supervisor will meet with the grievant and an UCPEA representative (if requested by the grievant) within fourteen (14) calendar days of the submission and will give his/her decision in writing within seven (7) calendar days of such meeting.

b. Step Two: Non-Contractual Grievance Panel

If the grievance is not resolved to the satisfaction of the grievant, or the UCPEA on behalf of a group of employees, within fourteen (14) calendar days of the receipt of the decision at Step 1, the grievant or the UCPEA, on behalf of the grievant(s), may notify the University Labor Relations Designee that he/she wishes to appeal to the Non-contractual Grievance Panel.

A Non-contractual Grievance Panel shall be chosen for each grievance in the following manner:

1. Within 21 days of the progression to Step Two the UCPEA shall select three (3) persons from within the UCPEA bargaining unit, but not from the department in which the grievance has been filed. Within 10 days, the University shall choose one of those persons for the Grievance Panel.
2. Within 21 days of the progression to the Step Two the University shall select three (3) persons from among the management of the University, but not from the department in which the grievance has been filed. Within 10 days, the Union shall select one of those persons as a member of the Grievance Panel.
3. Once the panel has been chosen, the panel's charge shall be given jointly by a representative of the University and a representative designated by the Union.

The two (2) members chosen above shall constitute the Non-contractual Grievance Panel and shall hold a hearing and render their decision, in writing, within forty-five (45) days of receiving their charge. If the decision of the panel is unanimous, it shall be final and binding and not appealable by either party. If the decision is not unanimous, the grievance may go to Step III.

Any changes to the time frame in the Step Two procedure shall be mutually agreed to by the Union and the University. Reasonable requests for extensions shall not be denied.

c. **Three: Vice Presidential Step**

If the decision of the Non-Contractual Grievance Panel is not unanimous, within fourteen (14) calendar days, the grievant, or the UCPEA on behalf of the grievant(s), may submit the grievance to the appropriate Vice President. The Vice President, Director or his/her designee may review the work of the Non-Contractual Grievance Panel. Within twenty-eight (28) calendar days after submission, the Vice President, Director or designee shall hold a hearing with the grievant and an UCPEA representative and respond in writing. The decision of the Vice President, Director or designee is final.

23.4 Procedure for Contractual Grievances

a. **Step One: Immediate Supervisor**

If the informal attempt by the parties does not resolve the problem, the grievant and a representative of the Union (if the grievant so desires) shall within the time limits of 23.2 submit said grievance in writing to the immediate supervisor with a copy to Labor Relations. The immediate supervisor will meet with the grievant and the UCPEA representative (if requested by the grievant) within fourteen (14) calendar days of the submission and will give his/her decision in writing within seven (7) days of such meeting.

b. **Step Two: Vice Presidential Level**

If the grievance has not been resolved to the satisfaction of the grievant, or the Union on behalf of the employees, it shall, within fourteen (14) calendar days of the receipt of the decision at Step One, be submitted to the Vice President. The Vice President, Director or designee shall, within fourteen (14) calendar days of the receipt of the grievance, meet with the grievant and the Union representative. Within seven (7) calendar days of the hearing the Vice President, Director or designee shall respond in writing.

c. **Step Three: Arbitration**

If the grievance is not resolved to the satisfaction of the Union, within fourteen (14) calendar days of the receipt of the decision at Step Two the Union may submit - with notice to the Provost or appropriate Vice President and Labor Relations designee - the grievance to the American Arbitration Association or the Connecticut Board of Mediation and Arbitration.

To qualify for arbitration, the grievance must meet the definition of a contractual grievance as defined in 23.1 (a) and must cite the specific article(s) of the contract involved.

23.5 Authority of the Arbitrator

- a. The arbitrator shall hear and decide only one grievance in each case.
- b. 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 refrain from issuing statements of conclusions not essential to determining the issues submitted.
- c. Fees and expenses of the arbitrator shall be borne equally by the Board and the Union.
- d. The decision of the arbitrator shall be final and binding provided that the terms of this section are not violated.

23.6 General Provisions

- a. Any grievance not presented in writing within the time limits of 23.2 shall not thereafter be considered a grievance under this procedure.
- b. Failure at any step of this procedure to appeal a decision within the specified time limit shall be considered acceptance by the aggrieved of the decision rendered and such decision shall thereafter be binding upon the aggrieved and the Union.
- c. Failure at any step by the employer to respond to the grievant and the Union within the time limits specified at any step allows progression to the next step.

- d. Meetings held under this procedure shall be conducted at a time and place, which shall afford a fair and reasonable opportunity to attend for all persons proper to be present. When such meetings are held during working 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 shall be defined as aggrieved employees, their Union representatives and qualified witnesses.
- e. No complaint informally resolved or grievance resolved at either Step One or Step Two shall constitute a precedent for any purpose, unless the parties agree in writing that it should become a precedent.
- f. Non-contractual grievances terminate with the Vice Presidential step and are not subject to arbitration.
- g. All time limits above may be extended by mutual agreement of the parties.
- h. Non-renewal of an employee with an end date, or non-renewal of an employee due to termination or non-renewal of the grant or contract funding his/her position, is not subject to either the contractual or non-contractual grievance procedure.
- i. No policies, rights, responsibilities or prerogatives of the Board of Trustees shall be subject to the contractual grievance procedure and/or arbitration unless exercised in a manner inconsistent with a specific provision of this agreement.

Article 24.

NO WORK STOPPAGE

24.1 The Union and the Board agree that any differences between the parties on matters relating to the agreement shall be settled by the means provided in the contract. The UCPEA and its members agree that they will not condone, call, engage in, or participate in any strike, slow down, work stoppage or picketing during normal working hours on behalf of its own, or any other labor organization, during the term of this agreement.

24.2 The University agrees there shall be no lockouts during the term of this agreement.

Article 25.

CAREER LADDERS

25.1 The University will continue to support career ladders and encourage work units to establish new programs by providing workshops, training, and resources. The University shall

develop and post on the Department of Human Resources website, a template that may be used by individual work units to initiate new career ladder programs. All current (Residential Life and the Library) and approved career ladder programs shall be maintained during the life of the contract. All new programs will be reviewed by the University and submitted to the Provost or appropriate Vice President, with a copy provided to the UCPEA. Additionally, the University shall have an obligation for periodic reports to the Master Labor Management Committee to enhance the probability for success.

25.2 In order for employees to develop additional professional skills, and upon mutual agreement by the University and an employee, the employee shall be provided with release time of up to one day per week for one year in order for the employee to assume an internship position in another professional role at UConn. All such agreements shall be reduced to writing and shall be coordinated through the University Department of Human Resources.

Article 26.

VACANCIES AND JOB POSTING

26.1 All newly created or vacant existing bargaining unit positions shall be posted on the Human Resources web page for two weeks, with an electronic copy to the UCPEA office. This specifically exempts positions that may be created and filled within a single unit. An UCPEA applicant for a bargaining unit position who meets the stated minimum qualifications and identifies him/herself as a member of the unit on his/her vita shall be granted an interview.

26.2 An employee, upon request, shall be given the status of her/his application or the reason he/she was rejected for a position.

26.3 In no case shall the failure to obtain the position or a disagreement with the reasons for being rejected be grievable or arbitrable under this agreement.

Article 27.

REDUCTION OF PROFESSIONAL STAFF

27.1 This section does not refer to probationary employees or those supported by grant funds or contracts.

- a. In all cases requiring the termination of professional staff, primary consideration shall be given to the University's responsibility to offer an appropriate range of educational support services.

- b. Whenever a layoff is anticipated, the President or designee shall meet and discuss the potential layoff with the UCPEA. The UCPEA may submit its own proposal for dealing with the problem.
- c. In the event that a layoff is necessary, seniority shall be the determining criterion for selecting which employees shall be laid off within a school, division, department or subdivision of a department, or program.* Exceptions may be made to seniority based upon the following:
 - 1. Affirmative action judged in relation to goals within the last five years for non-teaching professionals in the UCP level.
 - 2. The first level supervisor outside of the unit has taken into consideration the skills, experience and merit of the employees in relation to the needs of the department and the least senior employee is clearly, significantly, and demonstrably superior to the more senior employee as shown through a combination of the following:
 - a. professional publications,
 - b. awards external to the University related to their profession,
 - c. attainment of significant skills or qualifications within their field related to the position, but beyond the minimum requirements of the position,
 - d. self-initiated new programs, projects, or processes that advance the mission of the department or University,
 - e. clear and consistent disparity of evaluation over the past 3 (three) years prior to layoff. This may be one element, but not the primary element used as proof of the superiority.
 - 3. In those cases when a department is not to be eliminated entirely, and the department or subfunction within a department has been able to maintain as full a range of services as possible.

*The University shall provide the UCPEA with a list of these units in September annually of each contract year.

- d. When a reorganization causes two or more positions to be combined and one or more components are to be eliminated, the least senior employee from those positions that have been combined shall be laid off if all employees are at the same level. If employees are not at the same level, the least senior employee shall be laid off provided the remaining employees are able to perform the remaining duties with reasonable orientation but not training.
- e. For the purpose of this article, seniority shall be calculated as years of service based on total state employment, with part-time employees receiving a prorated share of seniority.

- f. In the event that any part of this article comes before an arbitrator, it shall be understood that issues at an arbitration hearing may include failure to satisfy any of the above conditions, but not the initial decision of the University to retrench, or terminate a school, division, department or subdivision of a department, or program.
- g. Any employee who has been laid off shall be offered employment in the same or a similar position if such a position becomes available during the eighteen months from the date of the notice of layoff. Employees on the recall list must notify the University of their desire to remain on the recall list every 6 months. Failure to notify the University of continued interest shall result in the removal of the individual from the recall list. Employees on layoff shall receive notice of all UCPEA vacancies, and shall be granted an interview for all positions for which they meet the minimum qualifications. Employees offered reemployment by the University must accept such an offer within 15 days.
- h. When a program, department or subdivision of a department hires a laid-off employee into a position for which they would not otherwise be entitled to through recall, such employee shall be subject to a 6-month probationary period. If the employee is not retained beyond the probationary period, he/she shall be returned to the recall list in order to be on the recall list for a total of eighteen months.
- i. When a program, department or subdivision of a department is recalling laid-off employees, they shall be recalled in order of seniority except in those cases where they do not have the ability and qualifications to perform the work available.
- j. Notices of recall shall be sent, certified mail, to the last known address of the laid-off employee.
- k. In the event of layoff, members of the unit shall be provided the following notice period during which they will continue working:
 - 1. After 1 year of service: 3 months' notice
 - 2. After 2 years of service: 4 months' notice
 - 3. After 3 years of service: 5 months' notice
 - 4. After 4 years of service: 6 months' notice
 - 5. After 5 years of service: 7 months' notice
 - 6. After 6 years of service: 8 months' notice
 - 7. After 7 years of service: 9 months' notice
 - 8. After 8 years of service: 10 months' notice
 - 9. After 9 years of service: 11 months' notice
 - 10. After 10 years of service: 12 months' notice

In lieu of the notice period provided above or some portion thereof, the University and the employee may agree to a lump sum payment or salary continuation equal to 50% of the salary that the employee would have earned.

If the employee wishes to work the notice period, but the University has compelling business reasons to release him/her, the University has the discretion to issue payment of 50% of the salary that the employee would have earned, in lieu of notice.

- l. For the purpose of notice only, service shall mean service at the University of Connecticut or one of its regional campuses, rather than at another state agency. For the purpose of this article leave without pay and military service does not count toward the calculation of years of service at the University.
- m. In the event of a layoff, the employee may purchase health benefits at the group rate for 18 months from the date of layoff, consistent with COBRA.
- n. The University shall continue to provide counseling and outplacement functions to all UCPEA employees affected by a layoff.
- o. In the event of fiscal constraints, in lieu of or in addition to layoffs, the University, in conjunction with the UCPEA, may solicit members of the bargaining unit to voluntarily separate from employment in exchange for a lump sum payment based upon the schedule in Section 27.1 (k). Such volunteers will be ineligible for the recall and reemployment rights provided in this Article. In its sole discretion, the University may deny such a request under this provision.

27.2 This section refers only to members of the unit funded from grants and contracts.

- a. In the event of exigencies, which require the layoff of staff funded from grants or contracts prior to the end date of the grant or contract, the principal investigator shall carry out layoffs as specified in Section 27.2 (b) below.
- b. In all cases requiring the termination of staff prior to the end date of the grant or contract, the primary goal of the employer shall be the maintenance of the purpose for which the grant was awarded. Among employees with equal qualifications and skills working under a grant, as this is determined by the principal investigator, layoffs shall be in reverse order of seniority at the University, with those having served least being laid off first.

27.3 All terminations after twelve months of service at the University, including all non-renewals, except those for cause, shall be eligible for the statewide placement and training program.

Article 28.

MERGERS AND ACQUISITIONS

28.1 In the event that the University is merged into or with any other unit or system of public higher education, this bargaining unit shall remain distinct and this Agreement in full force.

Article 29.

MEET AND DISCUSS

29.1 At the invitation of either party, representatives of the Administration and UCPEA shall meet to discuss matters of professional concern, including hiring practices of a professional nature, e.g. special payroll, or matters relating to the implementation of this agreement. There shall be a Labor Management Committee, which will meet quarterly, or more often to discuss these matters.

29.2 Nothing in this article curbs the right of the Administration to meet with committees or individual professional staff members to discuss such matters unrelated to collective bargaining as the Administration decides.

29.3 UCPEA members will have a structured opportunity to provide anonymous feedback about their managers when a formal evaluation occurs.

29.4 A Master Labor Management Committee shall be established to discuss joint labor management concerns and to oversee the joint labor management committees referred to in the contract and/or jointly established by UCPEA and Management. The committee will include six members appointed by the President or his/her designee and six appointed by the UCPEA President. The committee shall meet quarterly. Decisions of the committee may be subject to approval of the President and the UCPEA Executive Board.

Article 30.

PARKING

30.1 The Union shall be entitled to one representative and one alternate on the University Parking Advisory Committee.

30.2 The University shall give advance notice to employees in the event of parking dislocation, except dislocations due to an emergency.

30.3 The distribution of parking permits shall continue in accordance with the procedures as determined by the Parking Advisory Committee.

30.4 The University's Parking Advisory Committee will develop recommendations for distribution of parking spaces.

30.5 Parking at the Regional Campuses and Law School

The University will make parking available at a uniform parking rate to all UCPEA employees on all campuses that is the same as the "Area 2" rate charged at the Storrs campus.

UCPEA employees will be required to secure an Area 2 parking permit and will be charged the same sliding scale fee that exists for Storrs-based employees.

There will be no Area 3 parking at the Regional Campuses or the Law School.

If an employee does not wish to use campus parking, they will not be required to purchase a permit.

In lieu of a designated free parking area at campus locations other than Storrs, UCPEA members whose salary rate qualifies them for a 50% reduction of the Area 2 rate will have their Area 2 parking fee waived.

University parking permits will be honored at all campus locations.

Article 31.

JOB CLASSIFICATION

31.1 Classification System

- a. Nothing in this Article will diminish the Board's prerogatives described in Article 3, including, but not limited to, the power to determine for the University what jobs are needed, what the content of a job description should be, or how a particular job should be structured.
- b. The University will develop, in consultation with the UCPEA, an updated Classification System and Salary Schedule. The University will have at least monthly meetings with the UCPEA for this purpose. The updated Classification System will incorporate the following design criteria:
 1. Seven (7) to nine (9) classification levels and corresponding pay-bands;
 2. Four (4) to seven (7) classification levels designated as "Individual Contributors" and two (2) to three (3) levels designated as "Managers/Specialized Lead Contributors";
 3. Updated job specifications and titles grouped into appropriate job series and families that will replace the existing UCP job specifications and payroll titles;

4. Pay-bands that are market-informed and include coherent ranges between the minimums and maximums, as well as between mid-points;
 5. Maximum salaries for each pay-band; and
 6. Pay-bands that are adjusted at least by the amount of the across-the-board increase each fiscal year.
- c. The University, in consultation with the UCPEA, will adopt the updated Classification system in accordance with the design criteria stated above on or before January 2, 2018.
 - d. The University, in consultation with the UCPEA, will develop a procedure and timeline for transitioning existing employees into the updated Classification System and Salary Schedule on or before July 1, 2018.
 - e. A description of the Job Classification System shall be available to all employees through the Human Resources Web Page.

31.2 Career Progression

On or before July 1, 2018, the University, in consultation with the UCPEA, will develop a process by which managers can nominate employees for within-level progression, due to increased job proficiency and/or relevant professional development.

The progression will include three (3) ranks: proficient, advanced and mastery. Employees are hired at the proficient rank. The salary increase for progression from proficient to advanced is \$1,000. The salary increase for progression from advanced to mastery is \$1,500. These salary increases are independent of any merit awards that may be made through Article 32, Salary. Salary increases for progression will be subject to fiscal constraints, and resulting salaries will not exceed the pay-band maximum. Any denial of a request for a progression in rank shall be accompanied by a written reason for the denial. Denials shall not be arbitrary or capricious. Decisions about progression shall be final and not subject to appeal.

31.3 Reclassification Process

- a. **DEFINITION:** A position assessment to determine whether an employee's position is appropriately classified may be requested when:

In the opinion of the employee and his/her supervisor, a majority of the job duties and responsibilities have changed to such a degree that the existing classification does not appropriately describe the work that is being done.

The method of classification analysis shall be a position assessment performed by the Department of Human Resources. It is at the University's discretion to determine the methodology for collecting position information and the protocol by which the assessment is performed.

- b. No position assessment request will be considered unless the employee has been consistently performing changed duties for at least two months. An employee may not request a position assessment during his or her first year in the current position or within a year of reclassification.

When an employee identifies significant changes in his/her job duties and responsibilities, he/she shall meet with his/her supervisor and request that the position be submitted for a position assessment. If the supervisor agrees with the request, within two weeks of the initial meeting, the supervisor shall send a written request to Human Resources asking for a position assessment to be performed. If the supervisor disagrees with the request, within two weeks of the initial meeting, the supervisor will notify the employee in writing, with a copy to Human Resources. In this case, the employee may request through the UCPEA an independent review by Human Resources. This does not preclude the initiation of a position assessment requested by a supervisor or manager without an initial request from an employee, nor does it preclude the removal of duties at any point after a classification specialist determines the changes in duties are at a higher level.

- c. Human Resources shall acknowledge the request for a position assessment and forward a link to the job inventory form within one week. The job inventory form will be completed by the employee within 6 weeks of receipt. The job inventory form will then be reviewed and receipt acknowledged by the supervisory chain within 4 weeks of receipt from the employee, and returned to Human Resources. The supervisor's acknowledgement shall represent only an awareness that Human Resources is conducting an objective review of the position for the purposes of establishing the appropriate classification.
- d. Following receipt of the completed job inventory form, Human Resources will complete the position assessment and provide the employee, the UCPEA, and the supervisor a written summary of the results within 12 weeks.
- e. If the assessment process reveals that a different organizational level and/or job family is appropriate, and the employee meets the minimum requirements for a specific position description within that level or family, the first manager outside the bargaining unit shall authorize the change, or remove those duties identified within the assessment as being outside the classification. The effective date of reclassification shall be 60 days prior to the date the job inventory form was received in Human Resources. In instances where the duties identified as outside the classification are removed, the employee shall be compensated pursuant to Section 31.4, retroactive 60 days prior to the date the job inventory form was received in Human Resources through the date the higher-level duties are removed.
- f. If the assessment process reveals that the employee's duties are not appropriately classified, and no specific position description within that level and/or job family exists, the Department of Human Resources shall consider the development of a new job family or modification to an existing one.

- g. The decision of the Department of Human Resources shall be final and not subject to appeal. An employee whose reclassification request is denied may request a meeting with the Human Resources Associate who made the assessment and the Director of Human Resources, or designee, to review the reason for the denial and possibly present new evidence.
- h. All time limits in this Section may be extended by mutual agreement between the UCPEA and the University.

31.4 Reclassification Salary Increases

If the position assessment results in an employee's position being reclassified to a higher level, the employee's salary may be increased by up to 10% of his/her salary on the effective date of the reclassification. The salary increase shall not be more than the maximum of the pay-band into which the employee is reclassified. Otherwise, the salary increase shall not be less than 2% of the employee's salary on the effective date of the reclassification, or the minimum of the pay-band into which the employee is reclassified, whichever is greater.

31.5 Temporary Appointments

It is within the University's discretion to appoint employees to temporary positions or temporarily assign them additional duties to cover for someone on a leave of absence, to address departmental reorganizations, to fill a need while a full recruitment effort is underway, or for other reasons the University deems appropriate. The University will make every effort to limit temporary appointments to no more than 18 months but reserves the right to exceed 18 months with approval from the Department of Human Resources for extenuating circumstances.

An employee may be compensated for a temporary appointment by up to 10% of the employee's salary on the effective date of the temporary appointment.

Article 32.

SALARY

32.1 Salary Increases

Part-time employees receive pro-rated salary and fringe benefits.

- a. Effective July 1, 2016, no (0%) increase shall be added to the June 30, 2016 base annual salary of each bargaining unit member who performed satisfactorily*, and was a member of the bargaining unit as of January 1, 2016.

- b. Effective July 1, 2017, no (0%) increase shall be added to the June 30, 2017 base annual salary of each bargaining unit member who performed satisfactorily*, and was a member of the bargaining unit as of January 1, 2017.
- c. In July 2018, a two-thousand dollar (\$2,000.) one-time payment shall be made to each bargaining unit member who performed satisfactorily*, and was a member of the bargaining unit as of January 1, 2018. This payment will not be added to the employee's base salary but shall be included in pension calculations.
- d. Effective July 1, 2019, a 3.5% increase shall be added to the June 30, 2019 base annual salary of each bargaining unit member who performed satisfactorily*, and was a member of the bargaining unit as of January 1, 2019.
- e. Effective July 1, 2020, a 3.5% increase shall be added to the June 30, 2020 base annual salary of each bargaining unit member who performed satisfactorily*, and was a member of the bargaining unit as of January 1, 2020.

*Satisfactorily shall be defined as having not received an overall unsatisfactory evaluation.

32.2 Performance-Based Compensation

Performance-based compensation is an increase to be added to the employee's base salary. For the life of the agreement neither the amount of performance-based compensation nor the failure to receive performance-based compensation shall be grievable or arbitrable. Employees who serve less than six (6) months in a probationary period, within the evaluation year, will be eligible for a pro rata amount of performance-based compensation.

- a. Effective July 1, 2019 and July 1, 2020, a 1.0% increase shall be added to the base annual salary of each bargaining unit member who performed satisfactorily, and was a member of the bargaining unit as of January 1, 2019 and January 1, 2020, respectively.
- b. Effective July 1, 2019 and July 1, 2020, the University shall distribute the equivalent of 0.5% of the gross salary amount to be issued as performance-based compensation to the UCPEA bargaining unit members.
- c. The University performance-based compensation pool provided in this section is intended to reward those individuals who have sustained a level of performance that consistently exceeds the performance of their peers during the evaluation period, and that have advanced the mission and goals of the Department and the University. The immediate supervisor, regardless of bargaining unit or exempt status, shall make recommendations about performance-based compensation, but the final amounts will be determined by the Vice President or Provost. The supervisor may only recommend employees for University performance-based compensation who receive a "Good" evaluation or higher.

- d. The percentage pool identified above shall be established on a per capita basis at the level of the Vice President or Provost based on the bargaining unit membership as of March 1 of the fiscal year immediately preceding the distribution.
- e. The University, in consultation with the UCPEA, will develop and deliver supervisory training for performance evaluation and performance management. The performance evaluation process provided in Article 21 of this agreement will be covered in this training.

32.3 One-Time Performance Awards

One-time performance awards are single lump-sum payments that are not added to an employee's base salary. For the life of the agreement neither the amount of a one-time performance award nor shall the failure to receive it be grievable or arbitrable.

- a. Effective July 1, 2018, July 1, 2019 and July 1, 2020, the University shall distribute the equivalent of 0.5% of the gross salary amount to be available for one-time performance awards. The pool distributed by the University must be allocated in awards between \$1,000 and \$5,000. A Department/Unit may recommend the use of additional Departmental funding for additional awards in the same range at its discretion, subject to the approval of the appropriate Vice President or Provost.
- b. The immediate supervisor, regardless of bargaining unit or exempt status, shall make recommendations for performance award distribution, but the final awards will be determined by the Vice President or Provost. The supervisor may only recommend employees for one-time performance awards who receive a "Good" evaluation or higher.
- c. One-time performance awards are made at the discretion of the University. The supervisor shall consider the following types of accomplishments within the evaluation year in recommending an employee for such award: 1) Extraordinary job-related achievement, and/or 2) Completion of a specific and important Departmental or University goal or project.
- d. The percentage pool identified above shall be established on a per capita basis at the level of the Vice President or Provost based on the bargaining unit membership as of March 1 of the fiscal year immediately preceding the distribution.
- e. Decisions regarding one-time performance awards shall not be subject to the grievance procedure.

32.4 Salary Schedules (will be adjusted according to the agreement).

The attached salary schedules shall be in effect the first full pay period after July 1, 2016, until the New Classification System and associated salary schedule is finalized and implemented, or the end of this contract, whichever is sooner. Neither the salary offered for a particular job nor assignment of a job series to a salary group are grievable under the contractual or the non-contractual grievance procedure.

- a. No employee shall be hired or be employed at less than the minimum salary for the UCPEA level. An employee will be hired into the minimum salary, unless it is deemed that his or her qualifications warrant an increased offer. The hiring range shall be defined as any amount between the minimum and defined maximum for each UCPEA level. In determining the amount, consideration shall be given to qualifications, experience and market issues.
- b. No employee shall be employed at an amount higher than the maximum salary for the UCPEA level. If, at the time University performance-based compensation is being issued, an employee has reached the maximum amount, he or she will not be eligible for University performance-based compensation as described herein. An employee at the maximum salary for his or her level will still be eligible for a one-time performance award and for the across-the-board salary increase.

Until the New Classification System and associated salary schedule is finalized and implemented, or the end of this contract, whichever is sooner, an employee who has reached the maximum and receives a recommendation for a performance based compensation increase that is approved by the Vice President or Provost shall have that amount converted to a lump sum payment that will not be added to the base salary.

- c. When presented with evidence that a member is considering leaving the employment of the University, the University will consult with the UCPEA, and with mutual agreement may act immediately to make an upward adjustment in salary in an effort to retain said employee. Such adjustments shall be considered exempted from any equity analysis review.

Effective July 1, 2016

LEVEL	MINIMUM	MIDPOINT	MAXIMUM
UCP I	\$38,769	\$52,144	\$65,237
UCP II	\$39,993	\$53,797	\$67,598
UCP III	\$41,449	\$55,762	\$70,075
UCP IV	\$43,076	\$57,955	\$72,834
UCP V	\$46,072	\$62,002	\$77,930
UCP VI	\$50,540	\$68,039	\$85,529
UCP VII	\$55,471	\$74,692	\$93,913
UCP VIII	\$60,578	\$81,586	\$102,594
UCP IX	\$65,758	\$88,582	\$111,398
UCP X	\$71,513	\$96,349	\$121,188
UCP XI	\$77,852	\$104,901	\$131,958
UCP XII	\$87,074	\$117,332	\$147,607

NOTE: Arrived at by adding 3.25% to the July 1, 2014 schedule.

Effective July 1, 2017

LEVEL	MINIMUM	MIDPOINT	MAXIMUM
UCP I	\$38,769	\$52,144	\$65,237
UCP II	\$39,993	\$53,797	\$67,598
UCP III	\$41,449	\$55,762	\$70,075
UCP IV	\$43,076	\$57,955	\$72,834
UCP V	\$46,072	\$62,002	\$77,930
UCP VI	\$50,540	\$68,039	\$85,529
UCP VII	\$55,471	\$74,692	\$93,913
UCP VIII	\$60,578	\$81,586	\$102,594
UCP IX	\$65,758	\$88,582	\$111,398
UCP X	\$71,513	\$96,349	\$121,188
UCP XI	\$77,852	\$104,901	\$131,958
UCP XII	\$87,074	\$117,332	\$147,607

Effective July 1, 2018

LEVEL	MINIMUM	MIDPOINT	MAXIMUM
UCP I	\$38,769	\$52,144	\$65,237
UCP II	\$39,993	\$53,797	\$67,598
UCP III	\$41,449	\$55,762	\$70,075
UCP IV	\$43,076	\$57,955	\$72,834
UCP V	\$46,072	\$62,002	\$77,930
UCP VI	\$50,540	\$68,039	\$85,529
UCP VII	\$55,471	\$74,692	\$93,913
UCP VIII	\$60,578	\$81,586	\$102,594
UCP IX	\$65,758	\$88,582	\$111,398
UCP X	\$71,513	\$96,349	\$121,188
UCP XI	\$77,852	\$104,901	\$131,958
UCP XII	\$87,074	\$117,332	\$147,607

Effective July 1, 2019

LEVEL	MINIMUM	MIDPOINT	MAXIMUM
UCP I	\$40,126	\$53,969	\$67,520
UCP II	\$41,393	\$55,680	\$69,964
UCP III	\$42,900	\$57,714	\$72,528
UCP IV	\$44,584	\$59,983	\$75,383
UCP V	\$47,685	\$64,172	\$80,658
UCP VI	\$52,309	\$70,420	\$88,523
UCP VII	\$57,412	\$77,306	\$97,200
UCP VIII	\$62,698	\$84,442	\$106,185
UCP IX	\$68,060	\$91,682	\$115,297
UCP X	\$74,016	\$99,721	\$125,430
UCP XI	\$80,577	\$108,573	\$136,577
UCP XII	\$90,122	\$121,439	\$152,773

NOTE: Arrived at by adding 3.5% to the July 1, 2018 schedule.

Effective July 1, 2020

LEVEL	MINIMUM	MIDPOINT	MAXIMUM
UCP I	\$41,530	\$55,858	\$67,520
UCP II	\$42,842	\$57,629	\$72,413
UCP III	\$44,402	\$59,734	\$75,066
UCP IV	\$46,144	\$62,082	\$78,021
UCP V	\$49,354	\$66,418	\$83,481
UCP VI	\$54,140	\$72,885	\$91,621
UCP VII	\$59,421	\$80,012	\$100,602
UCP VIII	\$64,892	\$87,397	\$109,901
UCP IX	\$70,442	\$94,891	\$119,332
UCP X	\$76,607	\$103,211	\$129,820
UCP XI	\$83,397	\$112,373	\$141,357
UCP XII	\$93,276	\$125,689	\$158,120

NOTE: Arrived at by adding 3.5% to the July 1, 2019 schedule.

32.5 Longevity

Employees in the bargaining unit shall be eligible for longevity increments pursuant to the 2011 SEBAC agreement, which provides:

- a. 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 that would count toward longevity under the current rules shall be entitled to longevity if they obtain the requisite service in the future.
- b. Employees Hired Before July 2, 2011: No service shall count toward longevity for the two (2) year period beginning July 1, 2011 through June 30, 2013. Effective July 1, 2013, any service accrued during that period shall be added to their service for the purpose of determining their eligibility and level of longevity entitlement if it would have counted when performed.

32.6 Prorating of Salary and Benefits for Nine and Ten Month Employees

- a. All 9 or 10 month UCPEA employees shall be paid over 12 months, whether in permanent or end-dated assignments. Benefits shall be prorated in accordance with the contract.
- b. There is no option for any 9 or 10-month employee to be paid in any other time frame than the 12-month period.

Article 33.

RETIREMENT, MEDICAL BENEFITS AND DISABILITY INSURANCE

33.1 All retirement benefits now in effect shall remain in effect until and unless they are superseded by arrangements between the State of Connecticut and the State Employee Bargaining Agent Coalition.

33.2 The health insurance program, in effect as of the signing of this agreement, shall remain in effect. 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 as described in C.G.S. 5-257. Additional benefits negotiated by the State of Connecticut and the Health Care Cost Containment Committee shall be extended to members.

33.3 In addition to the disability insurance available to all employees, the University shall provide, at no cost to the employee, a long-term disability policy for those employees who participate in the Alternative Retirement Program. The plan shall be equivalent to that offered other University employees in 1996 and thereafter, but in no case less than the benefits offered in 1996.

Article 34.

TUITION REIMBURSEMENT AND PROFESSIONAL DEVELOPMENT

34.1

- a. Effective July 1, 2016 the amount available per contract year for professional development and training shall be \$400,000. Ten percent of the professional development pool may be utilized for University sponsored programs open to and accessible by all UCPEA members. The University's designee shall consult and review with UCPEA's Vice President for Professional Issues concerning University sponsored programs.

The employee shall submit a written request for funding of reimbursement to attend or participate in professional development and training in accordance with the guidelines established by the UCPEA Professional Development Committee and approved by the University administration.

- b. Under guidelines established jointly by the Administration and the UCPEA, reimbursements for tuition and fees will be made to the individual after successful completion of their coursework.

Effective July 1, 2016, and in each subsequent year of the agreement, \$25,000 shall be available per contract year for reimbursement of tuition and fees for courses taken by employees. This amount shall be allocated in three equal installments over the spring, fall and summer semesters.

Effective July 1, 2016, and in each subsequent year of the agreement, \$25,000 shall be available per contract year for reimbursement of fees for courses taken by employees at the University of Connecticut. This amount shall be allocated in three equal installments over the spring, fall and summer semesters.

Employees taking courses at the University of Connecticut may defer payment of 50% of their tuition of fee rate until one month after completion of the course.

34.2 No more than one-half of the professional development fund may be allotted during the first six months of each contract year. The negotiated tuition reimbursement pool will be divided equally among the summer, fall and spring semesters of each contract year.

34.3 When management requires the employee to obtain work related training, it shall be paid for by the University.

34.4 Employees who wish to take credit courses shall be allowed to request temporary flexible schedules to take such courses. The University shall attempt to accommodate requests within its operating needs. Denials shall be given to employees within 5 workdays of the request, and shall not be arbitrary or capricious or without a good business reason. There shall be a form for employees who wish to take credit courses with a temporary flexible schedule.

Article 35.

TUITION WAIVERS

35.1 Employee

The University shall provide a waiver of tuition and a partial waiver of credit fees equivalent to tuition for all undergraduate and graduate courses on a space available basis. The availability of space shall be determined on the first day of class for tuition based classes. For classes paid for on a credit fee basis, space availability shall be determined on the second day of classes. Intercession, summer school, and laboratory classes are specifically excluded. To qualify for a graduate waiver the UCPEA member must either be a matriculated student or the class must be work related. There shall be no waiver of the General University Fee or any other fees except as noted above.

35.2 Children

In addition to the waiver of tuition permitted under C.G.S. Chapter 165, Section 10-119 (b, c, and d), the Board of Trustees shall have full authority to waive tuition for dependent children of bargaining unit members matriculating in an undergraduate degree program at the University of Connecticut or its regional campuses.

Article 36.

CHILD CARE

36.1 Effective July 1, 2016, and each subsequent year of the agreement, \$100,000 shall be available annually for partial reimbursement to employees for childcare expenses at licensed child care facilities.

36.2 Reimbursement shall be made in accordance with procedures, policies and requirements, as established by the UCPEA, which conform to state regulations.

Article 37.

TRAVEL

37.1 Within the funds available, 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 Provost, Vice President or their designees.

37.2 Mileage reimbursement schedules shall be adjusted annually in accordance with federal guidelines.

Article 38.

HEALTH AND SAFETY

38.1 Committee on Safety

The Environmental Health and Safety Committee shall continue to review and, if necessary, make recommendations on environmental and health issues. The UCPEA shall continue to have a representative on this committee.

38.2 Whenever possible, employees will be notified in advance that the building they are working in will be undergoing repairs, major renovations, or that a parking lot is permanently closing.

38.3 The University's Environmental Health and Safety policy, effective on July 1, 1994, is hereby incorporated into the contract. Updated policies are incorporated as replacements for the 1994 document.

38.4 The University shall provide personal, protective equipment to employees as required by OSHA regulations.

Article 39.

CONSULTING POLICY

39.1 Unrelated outside employment

Bargaining unit members will not be required to notify management of their intention to work outside of work hours if the employment is unrelated to their professional responsibilities at the University, since this type of employment is not considered consulting.

39.2 Notice of intent to accept related employment

When bargaining unit members intend to accept work outside the University, which is related to their professional employment at the University, they will notify their supervisor of their intent. Written notice to their supervisor shall include a statement that the work will occur outside

of all work hours and obligations to the University. Employees shall not be allowed to take on work outside of their primary employment, which interferes with their responsibilities at the University. Within 30 days of receipt of a notice from an employee, the University may issue a directive to the employee not to accept outside employment if management believes it interferes with their responsibilities at the University. A University directive to an employee not to accept outside employment shall be grievable under the non-contractual grievance process. If the University fails to meet the timelines contained within the non-contractual grievance process, the issue may be appealed directly to arbitration by the UCPEA. This notice replaces the obligation to request permission to accept outside employment.

39.3 State Ethics Code

Employees are subject to the state ethics code and should take note of those requirements.

Article 40.

UNION LEAVE

40.1 Release Time for Union Business

The University shall grant release time up to a total of 100 days per contract year to bargaining agent representatives designated by the Union. Unused days shall not accrue from one year of the contract to the next.

- a. The Union shall provide the Associate Vice President for Human Resources and Payroll with the names of the individuals so designated.
- b. Release time shall be utilized in a manner that is least disruptive of the individual's professional responsibilities and University operations.
- c. The Union shall notify Labor Relations at least one week in advance of the need for release time except in extraordinary circumstances when notice shall be as soon as possible or as soon as possible after the fact.

40.2 Attendance at Conventions

During a contract year, up to three (3) UCPEA delegates shall be permitted three (3) days each to attend state and/or national conventions of the AFT and the AFL-CIO. Such requests shall be presented by the Union. Before being granted, requests for such leave must be approved by the first supervisory level outside the bargaining unit, as well as by the appropriate University official designated for this purpose. If granted, paid leave shall be provided.

40.3 Internal Training for Union Representatives

The University shall allow for up to one day or two half-day sessions annually of training during which all of the Union Representatives will be permitted to attend without use of the specific days enumerated in Section 40.1. Such day(s) of training will be scheduled not later than 30 days in advance, and the UCPEA shall notify the Office of Faculty & Staff Labor Relations.

Article 41.

REPRESENTATION RIGHTS AND RESPONSIBILITIES

41.1 Protection from Discrimination

- a. No union officer, committee member or representative shall be discriminated against for membership in the Union or for performing Union business.
- b. The Union shall not discriminate against any employee.

41.2 Union List of Officers and Representatives

The union shall furnish to the Administration a written list of all officers and area representatives. Any changes thereto shall be furnished to the Administration.

41.3 Conducting Union Business on University Premises

- a. Union representatives may visit Union officers during the workday with the permission of the appropriate department heads. It is understood that any time lost from the workday shall be made up at a time mutually agreeable to the parties.
- b. No recruiting of membership or collecting of dues shall be conducted during the normal work hours.
- c. Any Union officer or representative who wishes to visit with an employee at the employee's place of employment shall secure the permission from the appropriate first supervisor level outside the unit or the department head as designated by such supervisory level. When practicable, such visits shall take place during lunchtime or when the employee is otherwise free from duty assignments.
- d. If the Administration sets a grievance hearing during normal work hours, employees who are required to attend such a hearing shall be released and not be required to make up any time.

41.4 Bulletin Boards

Department heads shall provide designated bulletin board space throughout the campus for the exclusive use of the Union.

41.5 Access to Information

- a. The Union shall have access to information relative to budget and staffing as they pertain to the bargaining unit. It shall also be provided with the names, addresses and salaries of all bargaining unit employees.
- b. The Administration shall provide the Union with the agenda and minutes of all open meetings of the Board of Trustees. The Union agrees to pay the Library rate (currently \$.10 per copy) for duplicated employment authorizations.
- c. The Union shall provide to the Administration an agenda and minutes of all open meetings of the Union.
- d. The parties agree that by September 1 of each year of the contract the University shall place in the reserve room in the Library a listing of salaries of all University employees.

41.6 Mailroom

The UCPEA may use the University mail service under the current policy of registered organizations. Specifically, this means that the Union shall pay the regular rate, understands that its materials may not interfere with other official University obligations, and that such materials shall be accompanied by a statement that they are not official publications of the University and are published at Union expense.

41.7 Service Contribution

Participation in those UCPEA activities that directly relate to the well-being of the University by eight (8) designated officers of the UCPEA may be considered a University service contribution.

41.8 Union Access

The University shall provide electronically all data requested to the UCPEA1 computer account and shall continue to provide a hard copy of the employment authorizations as long as they exist.

The parties shall cooperate, as technology develops, to provide for the exchange of data. An UCPEA representative shall be appointed to identify union data extraction needs.

The UCPEA representative shall either use their own time for these meetings or be given UCPEA release time for this purpose.

Unless there is a statutory or technical limitation, the UCPEA shall be given electronic access to UCPEA membership data, with a charge for same. If details can be resolved satisfactorily, technically, and legally, the UCPEA shall be provided access to electronic bulletin boards within the Computer Center. The use of E-mail and voice communications for union business shall be allowed so long as it does not disrupt work responsibilities.

Article 42.

UCPEA SECURITY AND PAYROLL DEDUCTIONS

42.1 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 UCPEA. A member of the bargaining unit who is not a member of the UCPEA shall be required to pay an agency fee pursuant to Section 5-280 of the General Statutes.

42.2

- a. The University shall deduct UCPEA 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.
- b. The University shall deduct contributions bi-weekly, in the amount specified from the gross paycheck of each person in the unit who authorizes it, payments to fund-raising drives sponsored by the University of Connecticut Foundation.
- c. The University shall deduct contributions bi-weekly, in the amount specified from the gross paycheck of each person in the unit who authorizes it, payments to the Union's COPE (Committee on Political Education) fund.

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

42.4 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 be made from subsequent payrolls to cover the period in question. The UCPEA shall be notified when such a situation exists.

42.5 The University shall continue its practice of payroll deductions as authorized by employees for purposes other than payment of Union dues or agency service fee, provided any such payroll deduction has been approved by the State in advance.

42.6 With the exception of Section 42.2 (a), the UCPEA shall hold the University harmless from any liability or damages incurred by the Board of Trustees or its agents in complying with this

Article and will reimburse the University for legal expenses incurred in legal defense of any provision of this Article or any action taken by the University in complying with it.

Article 43.

SAVINGS CLAUSE

43.1 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 UCPEA.

43.2 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 44.

TEMPORARY AND END-DATE EMPLOYEES.

44.1 The use of temporary and end-dated appointments shall be limited to the following circumstances:

- a. Employees who are funded by grants and contracts.
- b. Employees who are hired to cover positions undergoing job searches.
- c. Employees hired to cover for a temporary leave of absence.
- d. Employees hired for clearly defined and time limited special projects.
- e. Employees hired to cover for an employee who is serving in a temporary or interim assignment.
- f. Employees hired to cover duties during a departmental reorganization or restructuring.

End-dated appointments not funded by a grant or contract shall be limited to a maximum of three years unless the UCPEA agrees in writing to an extension.

All employees hired on end-date employment authorizations who have been on the end-date appointment for a period of more than 3 years, must have their re-appointment processed 3 months prior to the end of his/her appointment.

All end-date employees who have been on end-date appointment for a period of more than 5 consecutive years shall be given a minimum of 3 months' notice of non-renewal, in addition to the

annual appointment letter. Individuals with five annual appointments shall be eligible for multiple year appointments.

All end-date employees who have been on end-date appointment for a period of more than 4 years and are non-renewed shall be offered employment in the same or a similar position if such a position becomes available during the eighteen months from the date of notice of non-renewal. Employees on the recall list must notify the University every 6 months of their desire to remain on the recall list. Failure to notify the University continued interest shall result in the removal of the individual from the recall list. These employees shall receive notice of all UCPEA vacancies, and shall be granted an interview for all positions for which they meet the minimum qualifications. Employees offered reemployment by the University must accept such an offer within 15 days.

44.2 While end-date employees do not have permanent status, they are entitled to just cause protection for discipline after one year of employment.

Article 45.

PAY EQUITY

45.1 If coalition bargaining regarding pay equity takes place for state employees, the University agrees to participate in the coalition for the exclusive purpose of determining the pay line, implementation of pay line, and/or the distribution of funds. The University shall not participate in any bargaining as part of a coalition that concerns its classification system.

45.2 The UCPEA agrees that implementation of any coalition bargaining is contingent on the University receiving new monies from the State of Connecticut specifically for that purpose.

Article 46.

WIRELESS COMMUNICATION DEVICE STIPENDS

46.1 At the discretion of the University, a professional employee 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 the personally owned mobile device. Use of the device, including the eligibility for and the amount of the stipend, shall be determined in accordance with University policy as it may be amended from time to time.

Article 47.

PHASED RETIREMENT PROGRAM

47.1 Phased Retirement Program

With the approval of the Provost, appropriate Vice President, or designee, a Department may offer eligible professional staff an opportunity for a pre-retirement reduction of full-time service, while gradually phasing into retirement over a defined period, not to exceed three years. A professional staff member's eligibility to participate in the program is within the discretion of the Department. A Phased Retirement Program may also be offered on a University-wide basis.

47.2 Eligibility

Professional staff that are eligible and elect to participate must provide an irrevocable retirement date of no more than 3 years in the future. The date selected is subject to written approval by the Department Head.

47.3 Reduction in Workload

During the notice period, the employee will receive a reduction in schedule and workload of 50% and proportionate reduction in salary under the Voluntary Schedule Reduction Program (VSRP). The reduction in schedule may be in the form of working fewer hours per day, working fewer days per week or block leaves in which the employee takes more than 5 consecutive days off at a time. The way in which the reduction of hours is taken will be developed in conjunction with the Department Head and at the Department Head's discretion.

47.4 Notice Period Benefits

During the notice period, as provided in Connecticut General Statute § 5-248c and the associated Regulations, the employee will continue to receive subsidized health and life insurance; receive full credit toward seniority, longevity and retirement; have their salary calculations used in the SERS pension formula adjusted to treat unpaid time as paid; accrue vacation (if applicable), and receive full holiday pay.

47.5 Requirements for Employees

The Application for Phased Retirement and VSRP form must be submitted to the Department Head. If approved, this will initiate the development of a written agreement that sets forth mutually agreeable terms and conditions.

47.6 Reservation of Rights

The Department Head reserves the right to deny an employee's request for participation in the Phased Retirement Program, but such denial must be with the agreement of the Vice Provost, Executive Vice President or designee.

47.7 Reduction to Written Agreement

A written agreement setting forth mutually agreeable terms and conditions of an individual's phased retirement arrangement will be signed by the participant and the Department Head, and must be authorized by the relevant Vice Provost, Executive Vice President or designee. It will provide the essential terms and conditions of the reduced appointment including salary, anticipated hours and/or days of work, and an irrevocable retirement date.

Article 48.

FURLOUGH DAYS

48.1 Each bargaining unit employee will be required to take three (3) unpaid furlough days, which is equivalent to 21 hours for full time employees. The Parties agree to administer the furlough days in accordance with the following:

48.2 Deductions from pay will be spread out over as many pay periods as are available when the contracts are ratified.

48.3 Employees joining the University, and part time employees, will have their deductions pro-rated, rounded down to the nearest quarter hour.

48.4 Employees who plan to leave the university may take furlough time pro-rated according to the amount of salary that will have been deducted as of the date of departure.

48.5 Employees may schedule their furlough hours as they choose, before June 30, 2018, subject to the approval of their supervisor in accordance with University business needs and staffing requirements.

Article 49.

JOB SECURITY

49.1 The Parties agree that from (start date) through (end date) there shall be no loss of employment subject to the following conditions:

- a. Applicable only to those hired prior to (date). (Insert date of the SEBAC agreement).
- b. Applicable through (date) (insert end of the SEBAC agreement)
- c. Job security protection is for all permanent and end-date employees but does not apply to:
 1. Employees in a probationary period or a working test period.

2. Termination of a grant or contract, except where the employee is a permanent employee. (It is understood that grants or other contracts means ledger 5 and 6 funding.

49.2 This Agreement does not prevent the University from restructuring or reorganizing and eliminating positions provided those affected employees are offered and accept employment in a comparable position at the same salary, preferably on the same campus, or are offered and accept a separation agreement. If the employee declines both the offer of a comparable position and the separation agreement, then the employee may be laid off and shall retain all rights under the collective bargaining agreement.

49.3 The University is not precluded from issuing layoff notices prior to twelve months before the end of this agreement to accommodate UCPEA notice periods.

Article 50.

ZIPPER CLAUSE

50.1 This agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term. Therefore, unless the parties mutually agree to reopen negotiations, the UCPEA waives the right to bargain collectively with respect to any subject not covered in this agreement, even though such subjects may not have been contemplated by the parties at the time they negotiated or signed this agreement.

Article 51.

DURATION

51.1 This agreement shall be in full force and effect from July 1, 2016 through June 30, 2021.

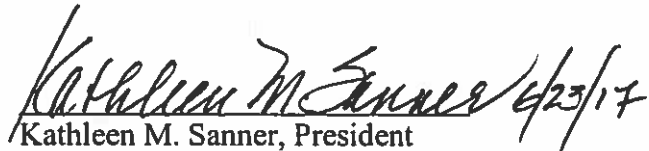
Article 52.

LEGISLATIVE ACTION

This Agreement shall require legislative approval in accordance with Section 5-278 of the General Statutes in order to become effective. For future successor agreements, the cost items contained in such agreements and any provisions that are in conflict with any statute or any regulation of any state agency shall become effective in accordance with the procedures in Section 5-278. If the Legislature rejects this Agreement, or any such successor agreement, the parties shall return to the bargaining table.

SIGN OFF

For:
The University of Connecticut Professional
Employees Association

 6/23/17
Kathleen M. Sanner, President

For:
The Board of Trustees,
The University of Connecticut

 6/26/17
Susan Herbst, President

UCPEA Negotiating Team

Kathleen M. Sanner, President
Lisa Pane, First Vice President for
Collective Bargaining
Michelle Hoff
David Paquette
Elizabeth Sullivan

UConn Negotiating Team

Michael J. Eagen, Facilitator for UConn
Renee Boggis
Amy K. Donahue
Keith A. Hood
Jessa Y. Mirtle
Katrina M. Spencer
Alison M. Gaffey

INDEX

Title	Article
Access to Information.....	41.5, 41.8
Accumulated Sick Leave	11.3
Arbitration.....	23.5, 23.6
Benefits.....	33
Board Prerogatives	3
Career Ladders.....	25
Career Progression.....	31.2
Changes in Work Schedules Within the University's Regular Administrative Hours.....	16.3
Child Care.....	36
Civic Emergencies.....	10.2
Classification System.....	31.1
Committee on Safety.....	38.1
Compensatory Time	18
Consulting.....	39
Disciplinary Action.....	22
Dismissal.....	22
Duration of Contract.....	51
Educational Leave Application Procedure.....	13.2
Educational Leave	13
Employee Files.....	19
Essential/Emergency Staff Compensatory Time.....	18.6
Evaluation.....	21
Fitness for Duty Evaluations.....	11.5
Flexible Work Schedules.....	16
Furlough Days.....	48
Grievance Procedure.....	23
Health & Safety.....	38
Holidays.....	8

Job Classification.....	31
Job Security.....	49
Jury Duty.....	10.1
Leaves, Without Pay.....	15
Legislative Action.....	52
Longevity	32.5
Management Exclusions	1.2
Maternity and Parental Benefits	12
Meet & Discuss	29
Mergers & Acquisitions	28
Non-contractual Grievance, Procedure.....	23.3
Nondiscrimination	5
Notice of Intent to Leave	7
Notification of Negative Materials in File.....	19
No Work Stoppage.....	24
Off Site Work.....	16.4
On Call.....	18.4
One-time Performance Awards.....	32.3
Parking.....	30
Part-time Salary/Benefits.....	32.1
Pay Equity.....	45
Payroll Deductions.....	42
Performance-Based Compensation.....	32.2
Personal Leave.....	9
Phased Retirement Program.....	47
Probationary Employees.....	20
Professional Development Funds.....	34
Professional Freedom.....	4
Prorating of Salary and Benefits for Nine and Ten Month Employees.....	32.6
Reclassification.....	31.3, 31.4
Recognition.....	1

Reduction of Staff.....	27
Regional Campuses, Parking.....	30.5
Representation Rights.....	41
Retirement.....	33, 47
Role of Professional Staff.....	2
Salary Increases.....	32.1
Salary Schedules.....	32.4
Savings Clause.....	43
Seniority.....	27.1
Sick Leave.....	11
Sick Leave Bank.....	11.3
Status While on Paid Leave.....	14
Status While on Unpaid Leave.....	15.4
Student Health Services.....	17
Telecommuting.....	16.5
Temporary and End-Date Employees.....	44
Temporary Positions.....	31.5
Travel.....	37
Tuition Reimbursement.....	34
Tuition Waivers.....	35
Union Access.....	41.8
Union Leave With Pay.....	40
Union Leave Without Pay.....	15.1
Vacancies, Job Posting.....	26
Vacation.....	6
Voluntary Leave Program.....	15.5
Wireless Communication Device Stipends.....	46
Workers' Compensation.....	11.4
Work Schedules.....	16
Zipper Clause.....	50

Financial Affairs

Special Meeting of the
FINANCIAL AFFAIRS COMMITTEE
July 17, 2017 at 3:30 p.m.
University of Connecticut
Office of the President Conference Room
352 Mansfield Road
Storrs, Connecticut

ATTACHMENT

ACTION ITEMS:

- | | |
|--|---|
| 1) Recommendation for Approval of Collective Bargaining Agreement with the University of Connecticut Chapter of the American Association of University Professors (AAUP) | 1 |
| 2) Recommendation for Approval of Collective Bargaining Agreement with the University of Connecticut Professional Employees Association (UCPEA) | 2 |