

MEMORANDUM OF AGREEMENT BETWEEN

THE UNIVERSITY OF CONNECTICUT CHAPTER OF THE  
AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS  
AND  
THE UNIVERSITY OF CONNECTICUT

REGARDING NON-TENURE TRACK FACULTY

WHEREAS, the master concession agreement with the State Employees Bargaining Agent Coalition approved by the General Assembly in August of 2011 ("2011 SEBAC Master Agreement") extends each state union contract through June 30, 2016 and permits up to eight non-economic issues to be negotiated over the course of FY '12; and

WHEREAS, the Memorandum of Agreement between the University of Connecticut Chapter of the American Association of University Professors ("AAUP") and the University of Connecticut (collectively the "Parties") regarding salary concessions and job security dated June 3, 2011 ("2011 Concession Agreement") negotiated in accordance with the 2011 SEBAC Master Agreement required the parties to renegotiate Article 13 of the AAUP collective bargaining agreement, Members of the Unit Not In A Tenure Track, to consider including other faculty titles (unless funded by grants or contracts) provided the dismissal for cause and other language in Article 13 could be simplified and streamlined; and

WHEREAS; these negotiations also required modifications to Article 26, Temporary Employees;

NOW THEREFORE, the Parties agree as follows:

1. *Article 13 of Collective Bargaining Agreement between the University of Connecticut and the AAUP now effective through and including June 30, 2016 shall be superseded and replaced in its entirety with the following:*

**ARTICLE 13  
MEMBERS OF THE UNIT  
NOT IN A TENURE TRACK**

**13.1** This article pertains to employees in the following titles: Academic Assistant, Extension Professor, Associate Extension Professor, Assistant Extension Professor, Extension Instructor, Lecturer, Coach, Trainer, Specialist I, II, III, IV, and all faculty with 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 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. Beginning the seventh year, or prior to the seventh year upon recommendation of the department and approval by the dean, 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, nonrenewal shall be grievable according to the procedures and standards for dismissal for cause, and notice shall be afforded according to the schedule listed in 13.5 below.
- C. Unless otherwise specified in this paragraph, 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 *Laws and By-Laws*, (Revised April 25, 2012) of the University. Dismissal or non-renewal of a bargaining unit member following successful completion of at least three consecutive years of service shall be grievable under Article 5 (Non-Discrimination) only. In such cases, the 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**

- 1. All formal evaluations shall be conducted in accordance with procedures developed by each school or college. Evaluation procedures shall be in writing and shall not solely rely upon student evaluations. Schools and colleges shall establish and publish such evaluation procedures on or before December 31, 2012. Subsequent changes in such procedures shall also be published.
- 2. 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.
- 3. 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, bargaining unit members not in tenure track positions shall be entitled to notice of termination or salary in lieu thereof according to the following schedule:

- A. Probationary employees shall receive one (1) month's notice;
- B. After one (1) year of non-probationary employment: three (3) months' notice;
- C. After continuous non-probationary employment of between two (2) and five (5) years: six (6) months' notice;
- D. After receiving a multi-year contract: ten (10) months' notice.

Dismissal for cause is not subject to the above schedule.

### **13.6 Head Coaches and Assistant Coaches**

The following applies only to sports which hire both head coaches and assistant coaches and substitutes for section 13.2 and 13.5 of Article 13 which would no longer apply to head coaches and assistant coaches:

- A. Head coaches and assistant coaches may be hired and/or renewed for multiple year contracts. However, in no case may an assistant coach be hired or renewed for a term longer than the head coach in his/her sport.
- B. In those instances where a head coach has a five-year appointment, the assistant coaches in that sport may be appointed to varying employment terms which coincide with the employment term of the head coach. When a head coach leaves for any reason before the end of his/her contract, assistant coaches may be terminated. The following notice periods apply: employees with less than one year's service shall receive three months' notice or pay and health care benefits in lieu of notice; for employees with over one year's service, six months' notice or pay and health care benefits in lieu of notice.

### **13.7 Academic Assistants**

Academic Assistants shall be entitled to leaves with pay according to the following schedule:

- A. Annually twenty two (22) days maximum for vacation will be taken at a time mutually agreed to by the supervisor and the employee.
- B. Legal holidays as enumerated below:
  - 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.
- C. 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.
- D. **Sick Leave** Decisions concerning sick leave for personal illness will be handled by the administration in conformity with the University *Laws and By-Laws*, (Revised April 25, 2012) Section XIV.L.4. Employees may be required to provide an acceptable medical certificate. There will be no accruals of sick leave or vacations beyond the end dates of a grant or contract.
- E. Effective August 23 of each year of the contract, each Academic Assistant 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. Leave not taken will be neither accrued nor compensated.

### **13.8 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 faculty 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;
  - 2. Insubordination or serious noncompliance with the University of Connecticut *Laws and By-Laws*, (Revised April 25, 2012), 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 students or other employees;
  - 5. Repeated, documented failures 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 written warning, reprimands, dismissal, demotion in rank and/or salary, suspension without pay or non-renewal 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 an AAUP representative present, should the staff member so desire. This hearing shall be held within seven (7) calendar days of the employee's request.
  - 3. Within seven (7) calendar days of receiving the recommendation in B.2 above, the bargaining unit member shall have the right to appeal to the Provost or his/her designee. At such appellate hearing, the staff member shall have the right to be represented by the 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. Warnings, reprimands, and other less severe discipline shall be grievable to through steps B.2 and B.3 above but shall not be grievable to arbitration.
  
- C. 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 pay until the hearings described in B.2 and B.3 above have taken place.
  - 2. 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 B.4, whichever is sooner.

- D. The procedures outlined above for discipline or dismissal supersede Sections XIV, G, H, and S of the University of Connecticut *Laws and By-Laws*, (Revised April 25, 2012).
- E. The parties agree that whenever the PTR procedures are used for promotion and/or reappointment for employees not in tenure track (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 substantive outcome of the PTR process be construed as falling under this Article.

**13.9** 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.

2. *The first paragraph of Article 26 of Collective Bargaining Agreement between the University of Connecticut and the AAUP now effective through and including June 30, 2016 shall be superseded and replaced in its entirety with the following:*

**ARTICLE 26  
TEMPORARY EMPLOYEES**

This article refers to the titles listed below:

Research Professor, Associate Research Professor, Assistant Research Professor, Research Instructor, Clinical Professor, Associate Clinical Professor, Assistant Clinical Professor, Clinical 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.

**Note:** 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. If a visiting appointment is converted to a continuing appointment covered by Article 13, up to three (3) years prior service as visiting shall be credited to eligibility for multi-year appointments.

3. *The Parties agree to work in good faith to properly transition titles of affected bargaining unit members between Articles 26 and 13 (and vice versa) of the Collective Bargaining Agreement in a manner which accurately reflects the intent of the language changes agreed to in this Memorandum. The University shall, no later than October 15, 2012, develop and share with the AAUP an "Article 13/26 Transitional Roster" which names, as of the date of this Agreement, all affected bargaining unit members and indicates their relevant years of service, correct title going forward, previous title(s), if different, and proposed reappointment status for 2013-14. This Roster shall inform the actual*

appointment letters, properly reflecting new or continuing titles and employment terms for the covered employees, to be generated in spring of 2013.

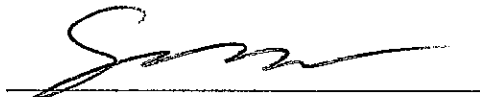
4. The Parties agree that the University shall properly credit past service for bargaining unit members covered by Articles 13 and 26 regardless of any transition in title that may occur as a result of this Agreement.

5. Any disputes regarding the implementation of this Agreement shall be resolved according to the grievance process in Article 10 of the Collective Bargaining Agreement.


6. This Agreement is subject to approval by the University of Connecticut Board of Trustees and the AAUP Executive Committee.

Agreed this 16<sup>th</sup> day of May, 2012

**University of Connecticut**

By:   
Susan Herbst  
President, University of Connecticut

**AAUP**

By:   
Peter Nguyen  
Director, AAUP