

**STIPULATED AGREEMENT**  
**BETWEEN**  
**THE UNIVERSITY OF CONNECTICUT**  
**AND**  
**THE UNIVERSITY OF CONNECTICUT CHAPTER**  
**OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS**

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This Stipulated Agreement (“Agreement”) is entered into by and between the University of Connecticut (the “University”) and the University of Connecticut Chapter of the American Association of University Professors (the “AAUP”) (together the “Parties”).

**WHEREAS**, on or about January 16, 2015, the AAUP initiated a contractual grievance (the “Grievance”) alleging that the University violated Article 19.G of the Parties’ collective bargaining agreement;

**WHEREAS**, on or about March 20, 2015, the University denied the Grievance at Step II;

**WHEREAS**, on or about January 26, 2015, the AAUP filed a prohibited practice charge with the Connecticut State Board of Labor Relations, Charge No. SPP-31393 (the “Charge”), alleging that the University has refused to adhere to Article 19.G of the Parties’ collective bargaining agreement, which constitutes bad faith bargaining, a unilateral change in working conditions, and a violation of established past practice;

**WHEREAS**, the University did deny, does deny, and does not hereby admit that it has engaged in any prohibited practice pursuant to any federal or state law;

**NOW, THEREFORE**, with the foregoing background deemed incorporated by reference, the Parties agree to resolve the Grievance and the Charge as follows:

1. The University shall adopt the Faculty Medical Leave Guidelines attached hereto as Exhibit A.
2. Article 19.G of the Parties’ collective bargaining agreement now effective through and including June 30, 2106 shall be superseded and replaced in its entirety with the following:

**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 to receive a disability insurance supplement, 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.

3. The Parties agree that in consideration of the above, the Charge shall be withdrawn with prejudice by the AAUP and not be re-filed in this or any other forum.
4. The Parties agree that in consideration of the above, the Grievance shall be withdrawn with prejudice by the AAUP and not be re-filed in this or any other forum.
5. The Parties agree that this Agreement is unique to these particular circumstances and will not be used as evidence of custom, practice, or precedent in any other proceeding and shall be inadmissible in any forum.

**AGREED:**

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

  
\_\_\_\_\_  
Michael Bailey, Executive Director

5/7/15  
\_\_\_\_\_  
Date

**UNIVERSITY OF CONNECTICUT**

  
\_\_\_\_\_  
Michael Eagen, Director, Office of Faculty & Staff Labor Relations

5/19/2015  
\_\_\_\_\_  
Date

## FACULTY 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.<sup>1</sup> 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 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 Office of Diversity and Equity.

**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.

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<sup>1</sup> The term “months” is intended to mean calendar months.