

# **COLLECTIVE BARGAINING AGREEMENT**

**between**

**The University of Connecticut Board of Trustees**

**and**

**The University of Connecticut  
Professional Employees Association  
Local 3695  
CFEPE, AFT, AFL-CIO**

**July 1, 2001**

**June 30, 2005**

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*Article 1.*

**RECOGNITION**

**1.1**

Pursuant to the provisions of Public Act 75-566, 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, Connecticut Federation of Educational and Professional Employees, 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  
Chancellor  
Vice Chancellor  
Assistant Vice Chancellor  
Vice President  
Associate Vice President  
Dean of Graduate School  
Controller  
Assistant Vice President  
Dean  
Associate Dean  
Assistant Dean  
Executive Director - Computer Center  
University Registrar  
Bursar  
Associate Controller  
Dean of Students  
Executive Secretary to Board of Trustees  
Executive Assistant to President  
Senior Assistant to President

Fiscal Management Officer

Assistant to Vice President

Special Assistant to Director - Cooperative Extension

Special Assistant to the Vice President

Treasurer

Associate Vice Chancellor

Vice Provost

Associate Vice Provost

Associate Provost

Specialist I-IV

University Staff Professionals I-VI

University Educational Assistant 1, 2, and 3

Directors who meet the criteria for management exclusions under C.G.S. 5-270 c. & g.

Associate Directors who meet the criteria for management exclusions under C.G.S. 5-270 c. & g.

Assistant Directors who meet the criteria for management exclusions under C.G.S. 5-270 c. & g.

Part-time professional employees on the regular payroll who are employed less than 1/2 time, and Confidential Employees (as defined in Public Act 75-566) employed by the University of Connecticut.

## **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, researchers, research administrators, and various assistant deans and others engaged in the administration of the University and its programs.

Professional employee means any employee engaged in work:

1. predominantly intellectual and varied in character, as opposed to routine mental, manual, mechanical or physical work;
2. involving the consistent exercise of discretion and judgment in its performance;
3. of such a character that the output produced or the result accomplished cannot be standardized in relation to a given time period;
4. 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, marital status or sexual orientation, or membership or participation in, or association with, the activities of any employee organization or political party.

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, that 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 3 vacation

days per calendar year without requesting them in advance from their Dean, Director or Department Head.

- f. If any employee's service is terminated for any reason, the employee (or the employee's estate if deceased) shall be entitled to receive full pay for each unused vacation day up to 44 days.
- 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, Veteran's 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.

In order to provide additional flexibility to the professional staff, Good Friday is designated a "floating" holiday which may be taken at a time mutually agreed to by the employee and his/her supervisor.

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 1 and 1/2 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 and/or parent, which shall not exceed 10 days in a fiscal year. Immediate family shall mean parent (guardian, stepparent), parent-in-law, spouse, 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, niece, nephew, aunt, uncle, or any person living with the employee. Employees shall be allowed to use sick time for doctors' appointments for themselves, the employee's mother, father, child, or any person living with the employee.
- b. Decisions as to the granting of paid or unpaid sick leave for bona fide personal illness, when the use of sick days during a fiscal year exceeds 15 workdays, shall be made by the University Administration coordinated by the Department of Human Resources. Whether for paid or unpaid leave after fifteen (15) days, each case shall be reviewed separately by the University Administration coordinated by the Department of Human Resources, based on a careful consideration of length of service, nature of illness, anticipated length of illness, and previous use of sick time. 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.
- c. 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.
- d. 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 Code dated July 1, 1975. 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 UCPEA and the University. 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 are exhausted. The University shall consider sick time under Article 11.1a & b prior to application under the Sick Leave Bank. This consideration shall include any additional days the University may be willing to grant for very serious or catastrophic illnesses or injuries as paid sick time beyond any banked or “as if accrued” sick time. 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 shall be coordinated by the Department of Human Resources.

### **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.

## *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 two (2) educational leaves may be granted to employees in the bargaining unit in order to engage in projects or develop products which 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.

*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 Chancellor, Vice Chancellor, 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 which 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 Chancellor or his 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 Chancellor 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 Chancellors, 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.

### *Article 16.*

## **FLEXIBLE 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 semester, 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. Adjustments in UCPEA employees' work schedules within the University's regular business hours will be handled in the same manner as defined above.

*Article 17.*

**OVERTIME FOR HEALTH SERVICES**

**17.1**

When Student Health Services employees, who are licensed as nurses, nurse practitioners 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 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.

**17.2**

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.

*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.

**18.2 Exempt Employees:**

Whenever an exempt employee is required to work extraordinary hours with the prior approval of a supervisor outside the bargaining unit, compensatory time shall be afforded. When compensatory time is afforded it shall be equivalent to the extraordinary hours worked. The following procedures shall be followed:

- a. A standard approval form shall be jointly completed by the employee and the first manager (or designee) outside the bargaining unit, specifying the reason for the requirement and indicating the prior approval.
- b. All compensatory time must be recorded on the employee's leave record as it is earned.
- c. Each department shall track compensatory time balances.
- d. All 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:

1. 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.
2. 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.
3. Actual time spent working in response to a call shall be compensated hour for hour with compensatory time.
4. Employees who voluntarily wear beepers, or respond by phone to a work-related matter, shall not be compensated.
5. All existing on call compensation agreements shall remain in effect unless modified by the Master Labor Management Committee.

## *Article 19.*

### **PERSONNEL FILES**

For the purpose of evaluating an employee, personnel files may be maintained at all administrative levels and may contain notes, records and other documentation of employee performance. At least one complete file will be available in the employee's department.

### **19.1**

Each employee shall have the right and may request to review the content of his/her personnel files at any reasonable time mutually agreeable to the employee and the person responsible for such files.

## **19.2**

Others who shall have access to the employee's files are:

- a. Individuals within the employee's department with stated job responsibilities relating to the maintenance of personnel 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 personnel file.
- c. The UCPEA may review material in the grievant'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, which have not been discussed with the employee, nor any materials, which are not contained in the complete personnel file, may be used in any promotion or disciplinary action.

## **19.4**

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

## **19.5**

The employee shall be notified of the placement of any negative evaluative material in his/her personnel 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 personnel files.

## **19.7**

The employee shall have the right to obtain a copy of any material placed in his or her personnel 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 a new employee who has not completed a working test or trial period. Such a period shall not exceed one year.

**20.2**

A newly hired employee shall be provided with:

- a. a copy of their job description
- b. a description and explanation of the Job Classification system,
- c. the number of points assigned to his/her position and the salary group which the position is in,
- d. the minimum and maximum salaries and point values associated with the salary group.

**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 23.1a or 23.1b.

**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 23.1a. 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 Chancellor, Vice Chancellor, Vice Provost or designee. The decision of the Chancellor, Vice Chancellor, Vice Provost 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 1<sup>st</sup> to April 30<sup>th</sup> 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 15<sup>th</sup> 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 15<sup>th</sup> and May 1<sup>st</sup> 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 15<sup>th</sup>.

### **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 which 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**

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 22.2c 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.

### **22.1**

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 (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.

### **22.2**

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

- a. On or before fifteen calendar days prior to the hearing described in (c) below, the employee shall be notified in writing of the reason(s) for which the action is being initiated.
- b. For 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.
- c. 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. 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.
- d. The decision of the appropriate cabinet officer or their designee shall be final except for the appeal provisions noted in 22.2f.
- e. No member of the professional staff shall be suspended without pay until after the hearing specified in 22.2.c. Placement on paid administrative leave described in 22.1 is understood to be part of the disciplinary process, but is not considered discipline.
- f. 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. 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 notification of selection as panel members. 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. Step 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. 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 Chancellor 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 23.1a 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 or 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 initiate a minimum of two pilot career ladder programs within the first two years of the agreement. The work units where the pilot programs are developed will establish a joint committee to define, research, and implement the program. The committee shall consist of three members appointed by the University and three appointed by the UCPEA. On or before July 1, 2004, the committee shall submit their findings to the Chancellor, with a copy provided to the UCPEA. Additionally, the committee 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 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 UCP level. If employees are not at the same UCP 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 sixteen months from the date 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 sixteen 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 entitled to the following notice or salary in lieu thereof:
  - 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
- 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.

**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 27.2b 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 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 Chancellor and six appointed by the UCPEA President. The committee shall meet on a regular basis. Decisions of the committee may be subject to approval of the Chancellor 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 Committee.

**30.2**

In the event the University eliminates free parking to the degree that all UCPEA employees cannot be accommodated, it shall negotiate with the UCPEA.

**30.3**

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

**30.4**

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

**30.5**

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

UCPEA members shall be subject to the same parking rate scale as any other University employee.

*Article 31.*

**JOB CLASSIFICATION**

Neither the appeal procedure described below nor the decision to permit UCPEA equal representation on the Job Classification Committee diminish the Board's prerogatives described in Article 3. The agreement regarding Job Classification does not limit the Board's power to determine for the University what jobs are needed, what the content of a job should be, or how a particular job should be structured.

**31.1**

Management and the bargaining unit shall have equal representation on the University's Job Classification Committee. Bargaining unit representatives will be selected by the Union.

## 31.2 Reclassification Process

- a. DEFINITION: A job classification analysis may be requested when:

In the opinion of the employee and/or his/her supervisor, job duties have changed to such a degree that the existing classification does not appropriately describe the work that is being done. The change is usually at a higher classification level, but does not eliminate the possibility for lateral changes.

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

- b. No job classification request will be considered unless the employee has been consistently performing changed duties for at least two months. An employee may not request an audit of his/her job during his/her probationary year.

When an employee identifies significant changes in his/her job classification, he/she shall meet with his/her supervisor and request that the position be audited. Within four weeks of the initial meeting, the supervisor shall respond by either sending a written request to Human Resources asking that the job change questionnaire be sent to the employee, or notifying the employee that they cannot support reclassifying the position at this time. This does not preclude the initiation of an audit 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 or a non-contractual grievance panel determines the changes in duties are at a higher level.

- c. Human Resources shall supply the job change questionnaire within one week. The questionnaire will be completed by the employee, reviewed and approved by the supervisory chain, and returned to Human Resources. The employee shall have six weeks to complete his/her part of the questionnaire. The supervisory and managerial review shall be completed within four weeks of receipt from the employee.
- d. As soon as practicable following receipt of the job change questionnaire, Human Resources will complete an audit and summarize results in a report. The employee and the manager and/or supervisor will be notified in writing of the audit results. The process within Human Resources shall be completed within 14 weeks.
- e. If the audit process reveals that an existing higher-level job classification is appropriate, the first manager outside the bargaining unit shall authorize the change. The effective date of reclassification shall be 60 days prior to the date the job change questionnaire was received in Human Resources. If it is not authorized, the duties identified within the audit report as being at the higher level shall be removed. The employee shall be compensated retroactive 60 days prior to the date the job change questionnaire was received in Human Resources through the date the higher-level duties are removed.

- f. If the audit process reveals that the employee's duties are not appropriately classified, and no job description exists, the Department of Human Resources shall prepare a job description to be reviewed and scored by the Job Classification Committee at the next scheduled meeting.
- g. If the audit process reveals that the employee is correctly classified, or if the supervisor does not support the employee proceeding with the reclassification process, the employee may appeal under the non-contractual grievance process described in Article 23.3 as amended below.
- h. All time limits in 31.2 may be extended by mutual agreement between the UCPEA and the University.

### **31.3 Reclassification Appeals**

- a. Appeals of decisions made under 31.2 shall be processed through the non-contractual grievance process except that the step one response will be considered an audit report prepared by a classification specialist in Human Resources.
- b. Within four weeks of the receipt of the audit results, or the response from the employee's manager not to have the position reclassified at this time, the grievant or the UCPEA may notify the Human Resources designee that she/he wishes to appeal to a non-contractual grievance panel. Two people shall be selected by the process and timelines identified in Article 23.3b.
- c. As part of their investigation, the non-contractual grievance panel selected in accordance with 23.3b shall receive an orientation concerning the University's classification system and shall request that the job be audited by the Department of Human Resources if no audit has previously been conducted. The audit shall take place no later than 21 days after receiving the panel's written request. At their request members of the panel shall be afforded the opportunity to be present during the job audit.
- d. At step 2 (23.4b) the non-contractual grievance panel shall determine one of the following:
  - 1. That the employee's duties are properly classified.
  - 2. That the employee's duties are not properly classified, and the higher existing job classification is appropriate. In such cases the panel shall recommend that the Chancellor or his/her designee carry out one of the following courses of action:
    - a. place the employee in the higher existing job classification or
    - b. direct the manager to remove the specific duties which the panel found to be at a higher level.
  - 3. That the employee's duties do not appear to fit either his/her current or requested job classification. In such cases the panel shall recommend that the Vice President for Academic Affairs carry out one of the following courses of action:
    - a. require the job classification committee to score the employee's duties or

- b. direct the manager to remove all specific duties, which the panel found to be at the higher level.

The Chancellor or higher designee shall decide which of the two courses is appropriate and shall order that it be carried out.

- e. This appeal procedure is not available to employees in the following library ranks: University Librarian I, II and III; University Assistant Librarian; University Associate Librarian.

### **31.4**

A description of the Job Classification and Equity Analysis Systems shall be available to all employees through the Homer Babbidge and Regional Campus Libraries, as well as on the Human Resources Web Page. All job descriptions will include the total number of points assigned by the Job Classification Committee.

### **31.5 Temporary Positions**

Employees shall not be placed in a position in an acting capacity for more than 18 months unless an active search is in process. The 18 month time limit can be extended by mutual agreement of UCPEA and the University. This time limit does not apply to employees covering for someone on leave of absence, nor does it preclude the negotiation of agreements between the University and UCPEA to address such special issues as departmental reorganizations or training periods, such as may be proposed within the context of career ladders.

### **31.6**

Effective July 1, 2001, if the job classification analysis results in an employee's position being reclassified to a higher level, his/her salary shall be increased to the minimum of the new UCP salary group or by a minimum of \$1,500 per UCP salary group change, whichever is greater.

### **31.7 Reclassification & Equity**

Funding shall be available annually to accommodate approved changes in classifications, equity adjustments, and temporary salary increases which result in increased compensation.

Article 32.

**SALARY**

**32.1 Salary Increases:**

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

a. Effective the first full pay period in July 2001, a 3.25% increase shall be added to the June 30, 2001 base annual salary of each bargaining unit member who performed satisfactorily\*, and was a member of the bargaining unit as of January 1, 2001.

Effective the first full pay period in July 2001, an increase of \$245 shall be added to the June 30, 2001 base annual salary of every employee that was a member of the bargaining unit as of January 1, 2001.

b. Effective the first full pay period in July 2002, a 3.25% increase shall be added to the June 30, 2002 base annual salary of each bargaining unit member who performed satisfactorily\*, and was a member of the bargaining unit as of January 1, 2002.

Effective the first full pay period in July 2002, an increase of \$255 shall be added to the June 30, 2002 base annual salary of every employee that was a member of the bargaining unit as of January 1, 2002.

c. Effective the first full pay period in July 2003, a 3.25% increase shall be added to the June 30, 2003 base annual salary of each bargaining unit member who performed satisfactorily\*, and was a member of the bargaining unit as of January 1, 2003.

Effective the first full pay period in July 2003, an increase of \$135 shall be added to the June 30, 2003 base annual salary of every employee that was a member of the bargaining unit as of January 1, 2003.

d. Effective the first full pay period in July 2004, a 3.25% increase shall be added to the June 30, 2004 base annual salary of each bargaining unit member who performed satisfactorily\*, and was a member of the bargaining unit as of January 1, 2004.

Effective the first full pay period in July 2004, an increase of \$140 shall be added to the June 30, 2004 base annual salary of every employee that was a member of the bargaining unit as of January 1, 2004.

*Please see the Contract Extension and Concession Agreement for 2005, 2006 information <http://www.ucpea.uconn.edu/contract/conext.pdf>. Additionally, the current salary schedule is available at <http://www.hr.uconn.edu/ucpsal.html>.*

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

## 32.2 Merit

For the life of the agreement neither the amount of merit nor the failure to receive merit 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 merit.

a. Effective the first full pay period in July 2001, the University shall distribute the equivalent of 1.25% of the gross salary account as merit increases to UCPEA bargaining unit members. These increases shall be added to the June 30, 2001, base annual salary.

b. Effective the first full pay period in July 2002, the University shall distribute the equivalent of 1.25% of the gross salary account as merit increases to UCPEA bargaining unit members. These increases shall be added to the June 30, 2002, base annual salary.

c. Effective the first full pay period in July 2003, the University shall distribute the equivalent of 1.5% of the gross salary account as merit increases to UCPEA bargaining unit members. These increases shall be added to the June 30, 2003, base annual salary.

d. Effective the first full pay period in July 2004, the University shall distribute the equivalent of 1.5% of the gross salary account as merit increases to UCPEA bargaining unit members. These increases shall be added to the June 30, 2004, base annual salary.

*Please see the Contract Extension and Concession Agreement for 2005, 2006 information <http://www.ucpea.uconn.edu/contract/conext.pdf>. Additionally, the current salary schedule is available at <http://www.hr.uconn.edu/ucpsal.html>.*

e. In general, merit shall be awarded to those individuals who meet one or more of the following criteria: 1) whether the employee has significantly advanced the achievement of either the University, division or department objectives; 2) Significantly improved operational efficiencies; or 3) contributed in unique and meaningful ways to the advancement of the profession. Furthermore, any employee who has received either an outstanding or very good performance evaluation shall be entitled to at least the minimum merit award.

The immediate supervisor, regardless of bargaining unit or exempt status, shall make recommendations about merit distribution, but the final awards will be determined by the Vice Chancellor, Vice President or Vice Provost.

f. The percentage pools identified above shall be established on a per capita basis at the level of the Vice Chancellor, Vice President or Vice Provost based on the bargaining unit membership as of March 1 of the fiscal year immediately preceding the distribution.

g. Training on the principles and procedures associated with evaluation and merit distribution shall be conducted annually. A representative designated by UCPEA will participate in this process as a co-trainer.

### 32.3 Salary Schedules

The attached salary schedules shall be in effect the first full pay period after July 1, 2001, 2002, 2003, 2004, respectively. Neither the points assigned to a particular job nor assignment of points to a salary group are grievable under the contractual or the noncontractual grievance procedure.

a. No employee shall be hired at less than the minimum salary for the UCPEA level. 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. 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 13, 2001

<u>Payroll Title</u>	<u>Group</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
UCP I	1	\$28,156	\$37,870	\$47,379
UCP II	2	\$29,045	\$39,072	\$49,095
UCP III	3	\$30,103	\$40,499	\$50,893
UCP IV	4	\$31,284	\$42,091	\$52,897
UCP V	5	\$33,460	\$45,030	\$56,599
UCP VI	6	\$36,705	\$49,414	\$62,118
UCP VII	7	\$40,288	\$54,247	\$68,206
UCP VIII	8	\$43,996	\$59,253	\$74,511
UCP IX	9	\$47,758	\$64,335	\$80,907
UCP X	10	\$51,938	\$69,976	\$88,013
UCP XI	11	\$56,542	\$76,187	\$95,837
UXP XII	12	\$63,239	\$85,216	\$107,203

NOTE: Arrived at by adding 3.25% to the July 14, 2000 schedule.

**Effective July 12, 2002**

<u>Payroll Title</u>	<u>Group</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
UCP I	1	\$29,071	\$39,101	\$48,919
UCP II	2	\$29,989	\$40,342	\$50,691
UCP III	3	\$31,081	\$41,815	\$52,547
UCP IV	4	\$32,301	\$43,459	\$54,616
UCP V	5	\$34,548	\$46,494	\$58,438
UCP VI	6	\$37,898	\$51,020	\$64,137
UCP VII	7	\$41,590	\$56,010	\$70,423
UCP VIII	8	\$45,426	\$61,179	\$76,933
UCP IX	9	\$49,310	\$66,426	\$83,536
UCP X	10	\$53,626	\$72,250	\$90,874
UCP XI	11	\$58,380	\$78,663	\$98,952
UXP XII	12	\$65,294	\$87,986	\$110,688

NOTE: Arrived at by adding 3.25% to the July 13, 2001 schedule.

**Effective July 11, 2003**

<u>Payroll Title</u>	<u>Group</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
UCP I	1	\$30,016	\$40,372	\$50,509
UCP II	2	\$30,964	\$41,653	\$52,338
UCP III	3	\$32,091	\$43,174	\$54,255
UCP IV	4	\$33,351	\$44,871	\$56,391
UCP V	5	\$35,670	\$48,005	\$60,337
UCP VI	6	\$39,130	\$52,679	\$66,222
UCP VII	7	\$43,949	\$57,830	\$72,712
UCP VIII	8	\$46,902	\$63,167	\$79,433
UCP IX	9	\$50,913	\$68,585	\$86,251
UCP X	10	\$55,369	\$74,598	\$93,827
UCP XI	11	\$60,277	\$81,220	\$102,168
UXP XII	12	\$67,416	\$90,845	\$114,285

NOTE: Arrived at by adding 3.25% to the July 12, 2002 schedule.

## Effective July 9, 2004

<u>Payroll Title</u>	<u>Group</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
UCP I	1	\$30,992	\$41,684	\$52,151
UCP II	2	\$31,970	\$43,007	\$54,039
UCP III	3	\$33,134	\$44,577	\$56,018
UCP IV	4	\$34,435	\$46,330	\$58,224
UCP V	5	\$36,830	\$49,565	\$62,298
UCP VI	6	\$40,402	\$54,391	\$68,374
UCP VII	7	\$44,345	\$59,709	\$75,075
UCP VIII	8	\$48,426	\$65,220	\$82,015
UCP IX	9	\$52,568	\$70,814	\$89,054
UCP X	10	\$57,168	\$77,022	\$96,877
UCP XI	11	\$62,236	\$83,860	\$105,488
UXP XII	12	\$69,607	\$93,798	\$117,999

NOTE: Arrived at by adding 3.25% to the July 11, 2003 schedule.

*Please see the Contract Extension and Concession Agreement for 2005, 2006 information <http://www.ucpea.uconn.edu/contract/conext.pdf>. Additionally, the current salary schedule is available at <http://www.hr.uconn.edu/ucpsal.html>.*

### 32.4 Longevity

- a. For employees in the bargaining unit prior to July 1, 1985 the longevity increment shall be the greater of the following: effective October 2001, 1.3% of the mid-point of the range according to the salary schedule; or the longevity increment based on the 1976-77 salary schedule. Effective October 2002, 1.4% of the mid-point of the range according to the salary schedule; or the longevity increment based on the 1976-77 salary schedule, whichever is greater. Effective October 2003, 1.5% of the mid-point of the range according to the salary schedule; or the longevity increment based on the 1976-77 salary schedule, whichever is greater. Effective October 2004, 1.6% of the mid-point of the range according to the salary schedule; or the longevity increment based on the 1976-77 salary schedule, whichever is greater.
- b. Employees entering the bargaining unit on or after July 1, 1985 shall be eligible for longevity increments under State Statutes as follows: effective October 2001 1.8% of the mid-point of the range according to the salary schedule. Effective October 2002, 1.7% of the mid-point of the range according to the salary schedule. Effective October 2003, 1.6% of the mid-point of the range according to the salary schedule. Effective October 2004, 1.6% of the mid-point of the range according to the salary schedule.

*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**

Effective July 1, 1999, 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 Connecticut TIAA-CREF 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, 2001 the amount available per contract year for professional development and training shall be \$144,000.

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 UCPEA, reimbursements for tuition and fees will be made to the individual after successful completion of their coursework.

Effective July 1, 2001, and in each subsequent year of the agreement, \$15,000 shall be available per contract year for reimbursement of tuition and fees for courses taken by employees.

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, 2001, and each subsequent year of the agreement, \$32,000 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 Chancellor or his designee.

#### **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. 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**

a. 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.

b. 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.

c. State Ethics Code:

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

*Article 40.*

**UNION LEAVE**

**40.1 Released Time for Union Business**

The University shall grant released time up to a total of 88 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 Assistant Vice Chancellor for Human Resources with the names of the individuals so designated.
- b. Released time shall be utilized in a manner which is least disruptive of the individual's professional responsibilities and University operations.
- c. Except in extraordinary circumstances, when notice shall be as soon as possible or as soon as possible after the fact, the Union shall notify the supervisor outside the bargaining unit at least one week in advance (with a copy to Human Resources) of the need for released time.

**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.

*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.  
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.
- b. The Union shall provide to the Administration an agenda and minutes of all open meetings of the Union.

### **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 which directly relate to the well-being of the University by eight (8) designated officers of the UCPEA may be considered a University service contribution.

*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 42.2a, 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**

All employees hired on end-date employment authorizations who are not covering positions undergoing job searches or filling temporary leaves of absence, and 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 such 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 such 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 sixteen months from the date 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 of 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.*

**ZIPPER CLAUSE**

**46.1**

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 47.*

**DURATION**

**47.1**

This agreement shall be in full force and effect from July 1, 2001 through June 30, 2005.

## **MEMORANDA OF AGREEMENT**

All prior memoranda of agreement not incorporated into this agreement are null and void.

### **Memorandum of Agreement #1**

#### Merit Pool

The parties agree that money withheld as the result of unsatisfactory performance shall be added to the merit pool.

### **Memorandum of Agreement #2**

#### Access to University Salaries

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.

### **Memorandum of Agreement #3**

#### 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.

### **Memorandum of Agreement #4**

#### Educational Leave Application Procedure

1. 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.
2. 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.

3. The Union shall be given written notice of the final approval or disapproval of any application for educational leave.
4. This memorandum shall not be grievable.

### **Memorandum of Agreement #5**

#### 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, UCPEA shall be given electronic access to UCPEA membership data, with a charge for same. If details can be resolved satisfactorily, technically, and legally, 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.

### **Memorandum of Agreement #6**

#### Weekend and Evening Hours for the Library

To meet the requirements and responsibilities of their work, many staff in the Research and Information Services Department of the University Library, who are regularly assigned to work on evening and weekends, find it impossible to take compensatory time and repeatedly work extraordinary hours during the fall and spring semesters.

In order to respond to this, UCPEA and the University agree that permanent RISD staff, who meet the above criteria, shall be eligible to accrue up to 4 days compensatory time each year. Use of such compensatory time shall be arranged as a mutually agreeable time, when service demands are slower, within two years of the staff member having worked the extraordinary hours.

## **Memorandum of Agreement #7**

### Demotion

Demotions, under Article 22, shall be without loss in pay, unless otherwise agreed to by UCPEA and the University.

## **Memorandum of Agreement #8**

### 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.

## **Memorandum of Agreement #9**

### Big Brothers/Big Sisters

The State of Connecticut (hereinafter referred to as the "State") and the University of Connecticut Professional Employees Association (hereinafter referred to as "UCPEA") have herein agreed that UCPEA members employed by the University of Connecticut may participate in Big Brothers or Big Sisters programs as provided by P.A. Nos. 99-1 and 00-112. There shall be no expansion of benefits for such participating employees beyond those specifically provided within the Act. The general guidelines applied for participants shall be:

1. The participating employee must have a minimum of one year of state service.
2. The employee must be a full time employee with permanent status.
3. Following each year of active participation in the Big Brother or Big Sister program the employee will be granted one week of additional annual vacation.
4. For purposes of the program the first annual period (year) for program participation runs from September 1, 1998. Effective January 1, 1999, the year period shall be measured annually from the first full month of participation by the employee in the program. In no event shall an individual receive more than one week of vacation for any full year of participation in the program.
5. Failure to complete a full year of program participation will constitute basis for denial of the grant of the additional vacation. Failure to satisfy expected time commitments associated with the program will also constitute denial of the grant of the additional vacation.

6. Big Brothers or Big Sisters will be totally responsible for the program and shall provide the State employer with certification of participants.
7. The grant of the additional vacation will be by OPM and shall not be subject to any appeal. The regulations regarding the utilization of vacation shall govern the utilization of the additional time earned under this program.
8. No activities performed by state employees with Big Brothers or Big Sisters shall be on state time and such activities shall be outside the scope of their employment.

## **Memorandum of Agreement #10**

### Parking Agreement

The University and the UCPEA concur that there are issues related to the initiation of paid parking which will benefit both from attention and prioritization. We also acknowledge that this is an issue that affects all University employees and that the Parking Advisory Committee was established as a forum for review. We therefore agree to the following principles:

1. The assignment of responsibilities generally characterized as those of parking ombudsman may have value to the administration of parking regulations. The parking ombudsman will be independent from Parking Services Office oversight, and shall be a member of the University Health and Safety Committee. A pilot program will be initiated during the fall of 2000 and will be evaluated at the end of the academic year by the Parking Advisory Committee. Based on that evaluation a recommendation about continuation shall be offered to the Vice Chancellor.

2. Appropriate signage is a prerequisite to rigorous enforcement. By the completion of the 2000-2001 academic year, the University is committed to installing a uniform signage system. Such system shall clearly designate parking related areas.

3. Upon the completion of the uniform signage system, the University is committed to enforcement of all existing parking regulations.

4. The increased availability of bus shelters is desirable and will be addressed according to the availability of resources. Prior to the beginning of the 2000-2001 academic year, the University is committed to the construction of bus shelters utilizing the following priorities:

The Student Union

Arjona (both sides of the street at the cut outs)

The Math/Science Building

North Campus (The Jungle)

UCPEA further recommends the following priorities for additional shelters, the final prioritization of sites shall be recommended by the Parking Advisory Committee:

Horse Barn Hill (with the inclusion of an emergency call box)

Longley Building-Depot Campus (with the inclusion of an emergency call box)

In the Y lot behind Building #55 (with the inclusion of an emergency call box)

At the corner of Glenbrook and North Eagleville Road (with the inclusion of an emergency call box)

Depot Campus (Brown Building)

5. The provision and maintenance of safe parking and walking conditions, including snow removal, shall continue to be a high priority. In order to address safety concerns, the University shall construct a temporary walkway from the Harry Gampel Pavilion to the I lot. Upon the completion of the Hill Top Apartments, such walkway will be permanent. UCPEA suggests the creation and maintenance of an all day inner bus loop as part of the regular bus schedule. The University is committed to maintaining the existing escort service. UCPEA suggests an increase in the availability of the escort service, specifically at the Library, Computer Center and where employees are located in off-hour employment.

6. The University is committed to minimizing the impact on employees due to the closing and restricting of parking on days of athletic events.

7. The UCPEA will maintain an active representative on the Parking Advisory Committee. If issues arise that the parties agree primarily affect UCPEA membership, the issue(s) will first be discussed at a Labor/Management meeting before moving to either a contractual or non-contractual grievance.

8. UCPEA is committed to the enforcement of Article 30.5 of the Collective Bargaining Agreement, concerning the parking rate scale.

## **Memorandum of Agreement #11**

### **PeopleSoft Project**

The University of Connecticut and the University of Connecticut Professional Employees Association, Local 3695, CFEPE, AFL-CIO (hereinafter referred to as UCPEA) agree that in an effort to ensure adequate coverage and support within departments where UCPEA members are engaged in the PeopleSoft project, the following temporary salary increase (TSI) guidelines will be used for the duration of the project.

1. Compensation given for performing additional responsibilities must be the direct result of an employee's temporary assignment with the PeopleSoft project, and this reassignment must create a void in duties that will adversely impact the Department's operation.

2. The TSI will be reviewed by Human Resources on an annual basis and will end when the employee assigned to the PeopleSoft project completes his/her interim assignments and returns to regularly assigned work.

3. The additional temporary responsibilities assumed by employees as a result of the PeopleSoft project do not meet the criteria for permanent reclassification.

4. Human Resources reserves the right to make the final determinations in the above referenced issues.

This agreement is entered into without precedent or prejudice to any other matter between the parties, pending or in the future.

## **Memorandum of Agreement #12**

### **Library Career Ladders Pilot**

The following agreement is entered into by the parties as a pilot program under the explicit language of Article 25.1 (Career Ladders). The pilot shall extend for the duration of the current collective bargaining agreement.

1. The current six levels of University Library Assistants will be reduced to four, characterized in ascending order as Routine (ULA 1), Skilled (ULA 2), Advanced/Technical (ULA 3), and Highly Advanced/Technical (ULA 4). The levels will be compensated as follows:

ULA 1 in UCP 3

ULA 2 in UCP 5

ULA 3 in UCP 7

ULA 4 in UCP 8

2. Movement between ULA levels will be accomplished through the reclassification process identified in Article 31 of the collective bargaining agreement.

3. Before the generic job descriptions are finalized, the ULA Review Committee will have a structured opportunity for review and input.

4. There will be three tiers within each ULA level providing for career growth as individuals develop. The tiers shall be identified in ascending order as developing, accomplished and mastery. A committee of ULA's and appropriate subject experts shall recommend the specific criteria for each tier. These recommendations shall be forwarded to the director of

University Libraries for final approval no later than March 31, 1998. Consideration for advancement through the tiers shall only be available to employees with at least one year's employment as a ULA.

5. A Library labor/management committee of four, two each appointed by the University and the UCPEA, shall develop the initial procedure for peer review. The committee members will be appointed within thirty days of signing this agreement, and the procedure shall be defined and documented no later than May 31, 1998. Movement between tiers will be by a process of peer review by a committee of ULAs' knowledgeable about the criteria, resulting in a recommendation to the Director.

6. In order to implement the consolidation of six levels into four, incumbents will be assigned to the first tier (developing) of their new ULA level according to their current status. If an individual wishes to be considered for movement to higher tiers within his/her ULA levels, he/she may initiate that consideration as soon as the procedure is established and peer review committee is constituted. Initial placement in ULA levels will be as follows:

ULA 1 to ULA 1 in UCP 3  
ULA 2 to ULA 2 in UCP 5  
ULA 3 to ULA 2 in UCP 5  
ULA 4 to ULA 3 in UCP 7  
ULA 5 to ULA 3 in UCP 7  
ULA 6 to ULA 4 in UCP 8

People who are currently in "red-circled" positions will be moved from their permanent status, specifically the higher level of any two that may be applied.

7. Individuals who are currently ULA's 1, 2, or 4 who are currently compensated below the minimum of UCP 3, 5 or 7 respectively will be moved to the minimum of the higher UCP level.

8. Movement between the tiers will be compensated as follows: \$500 for a move from developing to accomplished and \$1000 for a move from accomplished to mastery.

9. In those situations where a ULA applies for a posted vacancy in the ULA series and is the successful candidate, the peer review process identified above shall determine their tier placement in the higher ULA level. A new hire will either be placed at the developing or accomplished level, as appropriate, and will be determined during the hiring process.

10. Application of this agreement to the Law Library will be the subject of future discussions between the parties.

11. On or after July 1, 2001, the Master Labor Management Committee will evaluate this pilot program in terms of impact on job satisfaction, productivity, effective use of resources, ease of administration, and such other elements as the parties agree are useful. The evaluation will be provided to the Chancellor no later than October 30, 2001. Nothing in this agreement binds

either party to continue this program. The existence of this agreement will not prejudice the position of the parties in subsequent negotiations, nor will it serve as a precedent in any issue arising between them.

### **Memorandum of Agreement #13**

#### **Prorating of Salary and Benefits for Nine and Ten Month Employees**

1. 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.
2. There is no option for any 9 or 10-month employee to be paid in any other time frame than the 12-month period.

## **Appendix A.**

### 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 under Article 18 (i.e. the compensatory time) reaches a total of 240 hours the employee shall be paid for additional compensatory hours earned.
- c. The University may elect to reimburse an employee for any unused compensatory time at any time, at its option.
- d. 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.
- e. Upon termination of employment, for any reason, an employee shall be reimbursed for any unused compensatory time.

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\*Memorandum of Agreement

## Sign Off

For:  
The University of Connecticut  
Professional Employees Association

For:  
The Board of Trustees of  
The University of Connecticut

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**M. Kevin Fahey,**  
**President**

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**Virginia Miller,**  
**Chief Negotiator**

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