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**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**The University of Connecticut**
**Board of Trustees**

**And**

**The University of Connecticut Chapter**
**of the American Association**
**of University Professors**

**July 1, 2002 - June 30, 2006**
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**ARTICLE 1**
**RECOGNITION**

The Board of Trustees recognizes the University of Connecticut Chapter of the American Association of University Professors as the exclusive bargaining representative of members of the staff who are employed one-half time or more and who hold the following titles: University Professor, Professor, Associate Professor, Assistant Professor, Instructor, Assistant Instructor, Lecturer, Professor in Residence, Associate Professor in Residence, Assistant Professor in Residence, Instructor in Residence, Research Professor, Academic Assistants I, II, III, IV, V, Research Associate III, Research Associate II, Research Associate I, Research Assistant III, Research Assistant II, Research Assistant I, Extension Professor, Clinical Professor, Specialist IV (Athletics), Senior Cooperative Extension Educator, Senior Cooperative Extension Educator In Residence, Associate Extension Professor, Associate Clinical Professor, Specialist III (Athletics), Cooperative Extension Educator, Cooperative Extension Educator In Residence, Assistant Extension Professor, Assistant Clinical Professor, Specialist II (Athletics), Associate Cooperative Extension Educator, Associate Cooperative Extension Educator In Residence, Extension Instructor, Clinical Instructor, Specialist I (Athletics), Assistant Cooperative Extension Educator, Assistant Cooperative Extension Educator In Residence, Associate Research Scientist, Associate Research Scholar, Research Scientist, Research Scholar, Senior Research Scientist, Senior Research Scholar, Special Payroll Lecturers teaching courses for credit, excluding those classifications and titles listed below under EXCLUSIONS

and all other supervisory, confidential, and managerial employees as defined in the Connecticut General Statutes Section 1 (e) and Section 1 (f) for the purpose of negotiating with respect to wages, hours and other conditions of employment. Hereinafter for the purposes of collective bargaining, staff holding the above titles who are not excluded pursuant to the following paragraph are referred to as "faculty," or "members," or "members of the bargaining unit."

**ARTICLE 2**
**EXCLUSIONS**

**2.1** Members of the staff who hold the following titles are excluded from the bargaining unit: President, Chancellor, Vice Chancellor, Vice President, Associate and Assistant Vice Chancellor, Associate and Assistant Vice President, Assistant to the President, Assistant to the Vice President, Dean, Assistant to the Dean, Associate and Assistant Dean, Director, Associate Director, Assistant Director Agricultural Experiment Station, Special Assistant to the Director of Cooperative Extension, Associate Director, Assistant Director Cooperative Extension, Director of Office of Institutional Research, Research Associate for Institutional Research, Director of Institute of Materials Science, Director of Institute of Marine Sciences, Directors of Regional Campuses, Director of Alumni Affairs, Director of Athletics, Manager of the Auditorium, Director of Summer Sessions and Credit Extension, General Counsel of the University, Faculty of the School of Medicine, Faculty of the School of Dental Medicine, Faculty of the School of Law, Graduate Students, Specialists other than those in the Division of Athletics and those who hold a faculty or research rank in addition to their Specialist title, and all other employees of the University.
**2.2** The inclusion or exclusion in the faculty bargaining unit of new personnel classifications established by the University subsequent to the effective date of this agreement shall be preceded by discussion with the AAUP. Any impasse in this area shall be submitted to the State Labor Relations Board for resolution.
**2.3** The exclusion of members from the faculty unit for the purpose of assuming confidential status shall be preceded by discussion with the AAUP. Any impasse in this area shall be submitted to the State Labor Relations Board for resolution.

**ARTICLE 3**
**ACADEMIC FREEDOM**

**3.1** The Board of Trustees recognizes the paramount importance of academic freedom in an institution of higher education and reaffirms its continuing commitment to the principles of academic freedom and its protections described in the University of Connecticut *Laws and By-Laws*, (13th edition, revised 2002).
**3.2** This article on academic freedom is a statement of intent and policy and is not subject to the Contractual Grievance Procedure.

**ARTICLE 4**
**GOVERNANCE**

**4.1** Although the AAUP, as the elected bargaining agent, retains the exclusive right to

negotiate and reach agreement on terms and conditions of employment for the members of the bargaining unit, and the Board of Trustees retains its rights, under law, to manage and direct the University, the parties recognize the necessity of a collegial governance system for faculty in areas of academic concern. It is mutually desirable that the collegial system of shared governance be maintained and strengthened so that faculty will have a mechanism and procedure, independent of the collective bargaining process, for making recommendations to appropriate administrative officials and to the Board of Trustees, and for resolving academic matters, through the organizational divisions of the University, the University Senate, the Administration, and the Board of Trustees.
**4.2** Collegiality in academic governance on each campus of the University of Connecticut can best be accomplished through the University Senate and the faculties of the schools and colleges. Appropriate matters of concern should be brought before the Senate or the several faculties by their members or by the Chancellor of the University or his/her representatives. Upon request of the Senate, the Chancellor should transmit recommendations of the Senate to the Board of Trustees for their consideration.
**4.3** This article on governance is a statement of intent and policy and is not subject to the Contractual Grievance Procedure.

## ARTICLE 5
## NONDISCRIMINATION

The Board and the AAUP agree that no bargaining unit member shall be discriminated against because of race, color, creed, sex, age, national origin, marital status, religion, ancestry, sexual orientation, political belief, political affiliation, disability unrelated to ability to perform professionally, or membership or nonmembership in any labor union.

## ARTICLE 6
## DIVERSITY AND AFFIRMATIVE ACTION POLICY

The parties are committed to the creation and maintenance of a diverse faculty and staff. The Administration and the AAUP will cooperate in carrying out the University's diversity and affirmative action policy. Two representatives nominated by the AAUP shall be appointed to the University Committee charged with advising the President and Chancellor on diversity issues.

## ARTICLE 7
## BOARD PREROGATIVES

**7.1** It is recognized that the Board of Trustees has and will continue to retain, whether exercised or not, the sole right, responsibility or prerogative to make rules for the government of the University and shall determine the general policies of the University, including those concerning the admission of students and the establishment of schools, colleges, divisions, and departments, and shall direct the expenditure of the University's funds within the amounts available, and shall fix fees for tuition and may make refunds of the same.
**7.2** The Board of Trustees within available funds shall have sole jurisdiction over the

selection, appointment, assignment of duties, amount of compensation, sick leave, vacation, leaves of absence, termination of service, rank, and status of the individual members of the professional staff of the University.
**7.3** Said Board shall determine who constitutes the professional staff of the University and establish compensation and classification schedules for its professional staff.
**7.4** These rights, responsibilities, and prerogatives are not subject to delegation to the AAUP in full or in part except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this agreement. No action taken by the Board with respect to such rights, responsibilities, and prerogatives other than the specific provisions contained in this agreement shall be subject to the grievance provisions of this contract.

## ARTICLE 8
## MAINTENANCE OF PROCEDURES

**8.1** The parties agree to maintain for the duration of the contract all procedures for the University not modified by the terms of this agreement governing appointment, reappointment, nonreappointment, tenure, promotion, dismissal, termination, suspension, award of leaves of absence, grievances, and the determination of workloads as specified by the *Laws and By-Laws*, (13th edition, revised 2002), and the directive concerning "Procedures regarding Tenure, Promotion, and Reappointment," together with the current PTR form.
**8.2** The parties agree further that the procedures of the University maintained by Section 8.1 above may be changed only by agreement of the Board of Trustees and the AAUP.
8.3 Nothing in this article shall be construed to deny
the authority of the Board to establish or change policies through established processes, which shall include prior discussion with the AAUP.
**8.4** Article 8 of the contract is understood to mean that due process requires the University to protect members from discrimination, prejudice and distortion in their records pertaining to evaluation for promotion, tenure and any other University personnel matter.
**8.5** Effective September 1, 2002, a six-member committee with three members appointed respectively by the AAUP Executive Committee and the Chancellor, shall be constituted to review the relationship between the faculty professional responsibilities document, PTR requirements and merit eligibility. The University will provide all reasonable information requested by the Committee, and the Chancellor will meet with the Committee as necessary and provide concurrence or disagreement with committee recommendations in writing.

## ARTICLE 9
## MEET AND DISCUSS

**9.1** To assure the efficient and harmonious operation of the University, the parties agree to meet and discuss at least once a month any matters of official concern, including budget proposals and long-range planning, or matters relative to this agreement, arising during the life of this contract which require attention. The AAUP committee for the

purpose shall consist of no more than five members. Agenda items shall be submitted by both parties at least one week in advance.
**9.2** From time to time the President of the AAUP may feel that it is necessary to meet with the President of the University on noncontractual items. When such need arises, upon the request of the AAUP, a meeting at a mutually agreeable time will be held. It is understood by the parties that these meetings are not meant to replace the purpose of 9.1 above.
**9.3** In the event the AAUP wishes to discuss issues related to collective bargaining with the President, the AAUP will request such a meeting through the Assistant Vice Chancellor in charge of collective bargaining and provide an agenda of such meeting to that office at least one week in advance of the meeting. Except by mutual agreement, such meetings shall not be held more than once during each school semester.
**9.4** Nothing in this article curbs the right of the Administration to meet with committees or individual faculty members to discuss such matters as the Administration desires with the exception of those items which are reserved, by statute, for negotiations with the bargaining agent.

## ARTICLE 10
## CONTRACTUAL GRIEVANCE PROCEDURE

**10.1** The parties agree that all problems should be resolved whenever possible before the filing of a grievance and encourage open communication between administrators and members, so that the formal grievance procedure will not normally be necessary.
**10.2 Definition** The term grievance shall mean a dispute concerning the interpretation or application of the terms or provisions of this agreement.
**10.3 Resort to Other Procedure** If prior to seeking resolution of a dispute by filing a grievance under this contract, or while the grievance proceeding is in progress, a member seeks to resolve the matter in any other forum, whether administrative or judicial, the Board shall have no obligation to entertain or proceed with this grievance procedure.
**10.4 Step 1**
**A.** A member of the bargaining unit and a representative of the AAUP (if the employee so desires) shall first discuss the problem with the University official against whom he/she is aggrieved. If a problem resolved in accordance with this paragraph is in the opinion of the Administration a grievance as defined herein, the Administration shall notify the AAUP in writing of the terms of the settlement.
**B.** If the matter is not satisfactorily adjusted within seven (7) calendar days, the member or the AAUP (if requested by the member) shall submit it in writing within fifteen (15) calendar days to the appropriate director or dean of the school or college or his/her designee for a satisfactory adjustment. The grievance should set forth the act or condition on which the grievance was based and identify the article(s) of the contract that is/are being aggrieved. After receiving the formal grievance the dean, director, or designee will meet with the aggrieved member within fifteen (15) calendar days after receiving the formal grievance and will give his/her decision in writing to the aggrieved within seven (7) calendar days of such meeting.
**10.5 Optional Interim Step** If the decision at Step 1 is against the aggrieved member, before appealing at Step 2, the member may if he/she so desires, within seven (7)

calendar days of receiving the decision at Step 1, notify the Chancellor that he/she wishes to appeal to a collegial panel of two members made up of one member from the faculty chosen by the AAUP and one administrator chosen by the Chancellor. The panel shall be established and render its decision within fifteen (15) days from notification of the Chancellor. If the decision of the panel is unanimous, it shall be final and binding and not appealable by either party. If the award is not unanimous, the grievance will immediately go to Step 2 below.

**10.6 Step 2** Failing satisfactory settlement within the above time limits, the aggrieved member of the AAUP may, within seven (7) calendar days, appeal in writing to the Chancellor or his/her designee. The Chancellor or the designee shall meet with the member and an AAUP representative within fifteen (15) calendar days from receiving the member's appeal and shall give a decision in writing to the member and the AAUP within seven (7) calendar days of such meeting. The AAUP shall be notified and allowed to participate through Step 2.

**10.7 Step 3** If the grievance has not been satisfactorily resolved at Step 2, the AAUP, upon request of the grievant, may proceed to arbitration. Notice of intent to proceed to arbitration must be filed with the Chancellor or his/her designee within fifteen (15) calendar days after receipt of the Step 2 decision and must be signed by the AAUP President or representative. (The filing of a notice to proceed to arbitration shall constitute a waiver of rights to alternative or *de novo* judicial consideration.) The terms of the agreement that are involved shall be identified in the submission. The grievance may be withdrawn at any time by the grievant or by the AAUP representative at any point during Step 3.

**10.8 Selection of Arbitrator** The parties shall follow the American Arbitration Association procedure for the selection of an arbitrator, unless the parties mutually agree on an arbitrator within five (5) calendar days of filing the notice.

**10.9 Authority of the Arbitrator** The arbitrator shall hear and decide only one (1) grievance in each case. The arbitrator shall neither add to, subtract from, modify nor alter the terms and provisions of this agreement. Arbitration shall be confined solely to the application and/or interpretation of this agreement and the precise issues submitted for arbitration. The arbitrator shall have no authority to determine any other issues. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to determining the issues submitted. The decision of the arbitrator shall be final and binding subject to statutory provisions.

**10.10** Fees and expenses of the arbitrator shall be borne equally by the Board and the AAUP.

**10.11 General Provisions**

**A.** Except for grievances arising under 25.6 (which shall be dealt with in accordance with 25.6), any grievance as defined above not presented for disposition in writing within thirty-seven (37) days of the occurrence giving rise thereto shall not thereafter be considered a grievance under the agreement. Failure at any step of this procedure to appeal a decision within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered and such decision shall thereafter be binding upon the aggrieved and the AAUP. Failure of the Administration to respond to any grievance during the time limits specified at any step shall allow the grievant or the AAUP to

proceed to the next step. The time limits specified at any step may be extended in any particular instance by agreement between the appropriate administrator outside the bargaining unit and the AAUP.
**B.** No member may file for arbitration except with the approval and participation of the AAUP.
**C.** Meetings held under this procedure shall be conducted at a time and place that will afford a fair and reasonable opportunity to attend for all persons proper to be present. When such meetings are held during school hours, all persons who participate shall be excused without loss of pay for that purpose. Persons proper to attend for the purposes of this section are defined as aggrieved members, their appropriate AAUP representative(s), and qualified witnesses.
**D.** Matters of policy are not subject to the arbitration clause of the grievance procedure.
**E.** No complaint informally resolved or grievance resolved at either Step 1 or Step 2 shall constitute a precedent for any purpose unless agreed to in writing by the Chancellor or his/her representative and the AAUP acting through its President or representative.
**F.** The AAUP on behalf of a bargaining unit member, a group of bargaining unit members, or on behalf of itself may initiate any contractual grievance at Step 2 of the grievance procedure.
**G.** Grievances involving the Board of Trustees' *Laws and By-Laws*, (13th edition, revised 2002) and policies are appealable to the Board as the final step and are not subject to the above grievance procedure and arbitration.

## ARTICLE 11
## ADDITIONS TO THE BY-LAWS
## GRIEVANCE PROCEDURES

**11.1** Except for disciplinary grievances (which are grievable under Article 27), for grievances arising out of the application or interpretation of the *Laws and By-Laws*, (13th edition, revised 2002), and policies of the University, the grievance procedures set forth in said document shall be followed. Prior to the first step of the grievance procedure, an informal conference shall be held between the faculty member who alleges he/she is aggrieved and the appropriate administrator to discuss the alleged grievance. The faculty member, if he/she desires, may be accompanied by a representative of the AAUP.
**11.2** Within seven (7) calendar days of the meeting, the administrator shall provide in writing his/her answer to the faculty member. A copy of this answer shall be given to the AAUP.
**11.3** If the faculty member still feels aggrieved, he/she shall file within fifteen (15) calendar days of receipt of such answer a written grievance in conformity with the grievance procedure in the University *Laws and By-Laws*, (13th edition, revised 2002). Settlements made under such grievance procedure dealing with terms and conditions of employment shall be consistent with the provisions of this Agreement and shall be reported to the AAUP.

## ARTICLE 12
## PERSONNEL FILES

**12.1** For the purposes of this article, personnel file shall mean any file, including the PTR file, which may be used in evaluating the performance of any employee.
**12.2** Only those materials contained in the departmental file shall be used to support personnel actions at the departmental level. Nothing in this article shall preclude the maintenance of other personnel files. In the presence of a staff member, and at a time convenient to both parties, a faculty member shall have access to his/her personnel files, or PTR files at all levels. The only others who shall have access to such files are:
**A.** Administrators and faculty members on official business and;
**B.** AAUP representatives with the consent of the faculty member.
**12.3** A faculty member may at any time obtain a copy of material in the files, for which the faculty member may be charged at cost. If requested, copies shall be authenticated by an appropriate administrator.
**12.4** No anonymous material shall be included in a personnel file.
**12.5** An employee may log the contents of his/her personnel file, listing items and dates, in the presence of his/her department head. Both the employee and the department head shall sign the log and retain a copy for their files. At the request of the employee, and at a time agreeable to the department head, such a log may be updated. Completeness of the file shall be the responsibility of the employee.
**12.6** Each member of the unit shall be entitled to include in the file his/her rebuttal of any statement therein contained.
**12.7** An employee may petition the Dean of his/her school or college to remove any materials from his/her personnel file added after July 1, 1977 which the employee can prove is factually in error. The factual validity of materials included in the PTR file shall be subject to challenge solely within the PTR process itself.

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

**13.1** This article pertains to employees in the following titles: Academic Assistant,* Extension Professor, Associate Extension Professor, Assistant Extension Professor, Extension Instructor, Special Internal Title (Lecturer I, II, III in Speech Pathology and Audiology), Specialist IA, IIA, IIIA, IVA.
**13.2 Probationary Period for Staff Not in a Tenure Track**
**A.** Effective July 1, 1981, new staff not in a tenure
track shall serve a one-year probationary period. In the event the probationary employee is dismissed before the end of his/her probationary period, he/she shall receive one month's notice or pay in lieu thereof.
**B.** Following the completion of the probationary year, staff not in tenure track shall be eligible for one-year appointments up to a maximum of five (5) such one-year appointments. Beginning the seventh year, staff shall be eligible for three-year contracts. Commencing with the first three-year appointment, nonrenewal shall be grievable according to the procedures and standards of dismissal for cause and notice shall be afforded according to the schedule listed in 13.5 below.
**C.** In no case shall either the dismissal of the staff member during his/her probationary period or the non-continuation of the staff member upon the completion of his/her

probationary period be grievable under any article of this agreement or under the *Laws and By-Laws*, (13th edition, revised 2002) of the University.

**13.3 Evaluation System** The parties agree that the purpose of an evaluation system is to improve the quality of job performance.

**13.4 Evaluation Procedures**

**A. 1.** All formal evaluations to be used in recommending salary increases, continuing a probationary employee, or invoking disciplinary action shall be in writing.

***2.*** Written evaluations shall be shared with the staff member within fourteen (14) calendar days of the time they are completed. The staff member shall sign the evaluation solely for the purpose of showing that he/she has read it and shall be given a copy for his/her records.

***3.*** An employee shall have the right to append to his/her evaluation a written statement incorporating his/her
agreement or disagreement with the evaluation.

***B.*** For the purposes of promotion and reappointment only, with the concurrence of the Dean, Department Heads who wish to, may use some or all the PTR procedures for staff not on tenure track. Staff not on tenure track who are evaluated for promotion and reappointment by means of some or all levels of the PTR procedures do so with the understanding that such procedures do not lead to tenure. Neither the employee nor the union may grieve an initial decision in regard to which steps of the PTR process shall be used. The employee shall be informed in advance which steps of the PTR process shall be used. Failure to conform to the procedural steps selected is subject to grievance on procedural grounds only.

**13.5 Notice of Termination** In the event of noncontinuation of a program or fiscal constraints such as grant termination or reduction, staff not in tenure track positions shall be entitled to notice of termination or salary in lieu thereof according to the following schedule:

Probationary employees will receive one month's notice;

After one year of nonprobationary employment: three months' notice;

After continuous nonprobationary employment between two and five years: six months' notice;

After receiving a three-year contract: 10 months' notice.

Dismissal for cause is not subject to the above schedule.

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

**A.** Head coaches and assistant coaches may be hired and/or renewed for multiple year contracts. However, in no case may an assistant coach be hired or renewed for a term longer than the head coach in his/her sport.

**B**. In those instances where a head coach has a five-year appointment, the assistant coaches in that sport may be appointed to varying employment terms which coincide with the employment term of the head coach. When a head coach leaves for any reason before the end of his/her contract, assistant coaches may be terminated. The following notice periods shall apply: employees with less that one year's service shall receive three months' notice or pay and health care benefits in lieu of notice; for employees with over one year's service, six months' notice or pay and health care benefits in lieu of notice.

**13.7 Dismissal for Just Cause** (This section is applicable to nonprobationary employees only):

The parties wish to encourage open communication between administrators and faculty and agree that whenever possible, problems should be resolved informally before these procedures are initiated.

The parties agree that, except for serious misconduct, dismissal should occur only as the final step in a progressive disciplinary system and each instance of misconduct shall be judged solely on its own factual situation.

For nontenure-track staff who have completed their one-year probationary period, dismissal or discipline which is the result of incompetence, or failure to meet satisfactory standards of job performance, or failure to meet continuing educational requirements, or to fulfill professional commitments shall not fall within the purview of this article, but shall be dealt with exclusively under the University *Laws and By-Laws*, (13th edition, revised 2002).

**A.** Discipline shall be for just cause such as:

1. neglect of assigned responsibilities;
2. insubordination or noncompliance with the University *Laws and By-Laws*, (13th edition, revised 2002), noncompliance with the Code of Ethics for Public Officials (Chapter 10 of the Connecticut Statutes), or with University, State, or Federal Regulations governing research;
3. the use of fraud, collusion, concealment, or misrepresentation of a fact material to obtaining employment with the University and/or obtaining tenure, promotion, salary increase, or other benefit;
4. sexual harassment, serious misconduct, or other conduct which impairs the rights of students or other staff members.

**B.** Procedures to be followed for written warnings, reprimands, dismissal, demotion in rank and/or salary, or suspension without pay.

1. The staff member shall receive in writing a statement of the reasons for the action being recommended.
2. Within seven (7) calendar days of receiving the written statement (B.1), the staff member may request a hearing before his/her Dean or Director or designee with an AAUP representative present, should the staff member so desire. This hearing shall be held within seven (7) calendar days of the employee's request.
3. Within seven (7) calendar days of receiving the recommendation in B.2 above, the staff member shall have the right to appeal to the Chancellor or his/her designee. At such appellate hearing, the staff member shall have the right to be represented by the AAUP.
4. The decision of the Chancellor or designee may be appealed to arbitration on the merits under Article 10 of this agreement. Warnings, reprimands, and other less severe discipline shall be grievable through steps B.2 and B.3 above but shall not be grievable to arbitration.

**C.** 1. If the University judges that the grounds for dismissal or discipline require the immediate suspension of the staff member, the suspension shall be with pay until the hearings described in B.2 and B.3 above have taken place.

2. In the event the discipline involves the loss of salary and the decision is appealed to arbitration, the salary shall not be withheld until after the arbitration decision or four (4) months from the initiation of the discipline at B.4, whichever is sooner.

**D.** The procedures outlined above for discipline or dismissal for misconduct supersede Sections XV, E, F, G, H, and S of the *Laws and By-Laws*, (13th edition, revised 2002).
**E.** The parties agree that whenever the PTR procedures are used for promotion and/or reappointment for employees not in tenure track (13.4.B) they should not be used to deal with issues of misconduct which are more appropriately dealt with under the disciplinary procedures. In no case shall the outcome of the PTR process be construed as falling under this Article.
**13.8** In cases where the nonprobationary staff member claims that his/her procedural rights under 13.4 and 13.5 of this article have been violated, the final decision may be appealed only on procedural grounds under the terms of Article 10 of this agreement.

*Academic Assistant is a title applicable to those who were formerly Research Assistants and Research Associates funded from other than grants or contracts.

## ARTICLE 14
## REDUCTION OF STAFF FOR DISCONTINUANCE OF PROGRAMS AND FINANCIAL EXIGENCY

**14.1** Whenever the discontinuance of faculty is contemplated for reasons consonant with the long-range educational mission of the University or for what the Administration believes to be a bona fide financial exigency, the procedures below shall be followed.
**14.2** Should the Administration determine that the fiscal position of the University has deteriorated to an extent which warrants informing the Board of Trustees of a financial exigency that may require a reduction in the faculty, the Administration shall notify the AAUP promptly.
**14.3** At a time mutually agreeable to both parties, but in no case less than five (5) days before presentation to the Board of Trustees, a meeting shall be held between the President of the University, the Chancellor, the appropriate Vice President or Vice Chancellors, and the AAUP for the purpose of reviewing the entire budgetary outlook of the University. The President, the Chancellor, and the appropriate Vice President or Vice Chancellors shall document the financial position of the University and its reasons for its declaration to the AAUP along with recommendations for alleviating the situation.
**14.4** At that or a subsequent meeting, but prior to the meeting with the Board, the AAUP may present to the Chancellor its own recommendations for resolving the exigency, in the hope that the recommendations given to the Board are the joint recommendations of the parties.
**14.5** In the event that the Administration wishes to present to the Board recommendations with which the AAUP does not concur, the AAUP shall be allowed to present to the Board or the appropriate committee of the Board its own recommendations prior to the time when the Board is to determine what course of action it shall take.
**14.6** If the course of action adopted by the Board requires discontinuation or consolidation of existing programs with the resultant elimination of faculty, the Chancellor, the AAUP, the Deans of the affected schools, the Head(s) of the affected department(s), and a faculty representative chosen by the Senate Executive Committee shall meet to identify faculty whose termination is to be recommended to the Chancellor.

In the course of such discussions regarding which faculty shall be terminated, the participants shall take into consideration, and where possible recommend, such things as shared or reduced load with proportionate reduction in salary, administrative assignment, the feasibility of early retirement, and the possibility of reassigning the faculty member, provided he/she is suitably qualified, to another unit of higher education.

**14.7** The following criteria shall apply to the identification of faculty whose termination is to be recommended:

**A.** Except where demonstrable and serious distortion of an academic program would result, nontenured faculty in an affected program will be terminated before any tenured faculty member is terminated.

**B.** In identifying tenured faculty whose termination is to be recommended, the following shall be taken into account: the academic needs of the affected program(s); the merit of the affected faculty as attested by peer reviews of scholarship, teaching, and service; the age and length of service of the affected faculty; the Affirmative Action aims of the University.

**C.** In all cases requiring the termination of faculty, primary consideration shall be given to the University's responsibility to offer an appropriate range of courses and programs.

**14.8** The following procedure shall govern the case of any faculty member whose termination is recommended to the Chancellor:

**A.** Prompt notice of the recommendation to terminate will be given.

**B.** The faculty member given such notice shall have the right to a hearing under the grievance procedure specified in Article XV.S. of the University of Connecticut *Laws and By-Laws*, (13th edition, revised 2002).

**14.9** If because of financial exigency the University terminates appointments, it will not at the same time make new appointments in the same department except where a serious distortion in a program of the University would otherwise result.

**14.10** In all cases of termination because of financial exigency or program discontinuance, the place of the faculty member concerned will not be filled by a replacement within a period of two (2) years.

**14.11 A.** During a period of two (2) years from the date of termination, the terminated faculty member shall be offered reemployment in the same position should the position be restored. Any faculty member so recalled shall have thirty (30) days in which to accept such offer. Both the offer of reemployment and its acceptance or rejection shall be made by registered mail.

**B.** If a faculty member was enrolled in a health insurance program at the time of layoff during the recall period, he/she shall be entitled to purchase health insurance benefits for up to seventy-eight (78) weeks following the layoff at the group rate in effect for the bargaining unit.

**C.** A tenured faculty member who has received notice of layoff as the result of financial exigency shall be entitled during his/her period of notice up to $1,000 for reimbursement for fees charged by professional placement or occupational counseling services. Such fees shall be deducted from the Professional Development Fund in 19.V.F.

**D.** A tenured faculty member who has received notice of layoff shall be entitled during his/her period of notice and recall to reimbursement for coursework for up to $1,500 per semester. The cost of reimbursement shall be deducted from the Professional Development Fund in 19.V.F.

*14.12 Standards of Notice for Tenured and Tenure-Track Employees*
*A.* In all cases of termination or program discontinuance because of financial exigency, the following standards of final notice or severance salary in lieu thereof shall apply: In the first year of service, three (3) months; in the second, third or fourth year of service, six (6) months; after the fourth year of service, one (1) year. Tenured faculty shall be entitled to fifteen (15) months of notice.
**B.** In cases of termination for reasons unrelated to financial considerations, the following standards of final notice or severance pay shall apply: In the first year of service, three (3) months; in the second year of service, six (6) months; in the third year of service through the sixth, one academic year; and all tenured faculty, twenty-four (24) months.
Dismissal for cause is not covered under Article 14, and in no case shall a dismissal for cause be labeled a termination for reasons related to financial exigency or program change under Article 14.

## ARTICLE 15
## SELECTION AND REVIEW OF DEPARTMENT HEADS

**15.1** In a selection of a Department Head for a continuing appointment, there shall be a search committee appointed by the Dean and including either a majority or at least three members elected by the department. No candidate will be appointed Department Head who is not recommended by the search committee.
**15.2** A review of the appointment of each Department Head shall be held at intervals not to exceed five (5) years, or at other times as decided by the Dean. When conducting a review, the Dean shall attempt to obtain input from all the faculty. The Dean shall also initiate a review upon the request of a majority of the voting members of the department. Any review requested by a majority of the voting members of the department may not take place more than once in five (5) years.
**15.3** Effective July 1, 1987 Department Heads shall be appointed for ten (10) months. Upon relinquishing Department Head responsibilities, the Head's appointment shall return to nine (9) months and his/her salary shall be reduced to its equivalent nine (9) month level.

## ARTICLE 16
## AAUP RIGHTS

**16.1** The AAUP may make recommendations to the Administration concerning the governance of the University; and on the request of the AAUP, the President, at the December and March meetings of the Board, shall transmit such recommendations to the Board of Trustees for consideration.
The Board of Trustees shall express its position in writing on the recommendations within a reasonable period of time not to exceed a year.
**16.2** To the extent that it is available, and within reasonable time limits, the Administration shall supply information needed for collective bargaining, including information related to a grievance, to the AAUP. In a similar way the AAUP will provide information to the Administration.

**16.3** The Administration shall notify the AAUP at least monthly of changes in the status of members of the bargaining unit.
**16.4** The AAUP may use the campus mails under the policy for registered organizations; specifically, it shall: pay a rate that reflects the real cost; not interfere with other official University obligations; make sure all material is accompanied by a statement that it is not an official publication of the University and that it is paid for by the AAUP.
**16.5** The Administration shall publish this agreement in a mutually acceptable format and distribute one copy to each member of the bargaining unit. An additional one thousand (1000) copies for the AAUP and one thousand (1000) copies for the Administration shall be included in the publication. The parties shall share the cost of publication equally.
**16.6** Participation in representational activities by officials of the AAUP shall be considered professional service. The AAUP shall supply the Administration with a list of such officials.
**16.7 Workload Reduction for AAUP Officials**
It is mutually agreed that a reduction in workloads for five officials of the AAUP shall ordinarily be appropriate to permit such officials time for self-directed professional service activity. It is further agreed that, in the aggregate, this reduction will not exceed an average of one-quarter time each semester for each of the five. The AAUP President shall be granted a workload reduction of one-quarter.
**16.8** Upon election/selection of the AAUP officials, but in no case later than May 15 of each calendar year, the AAUP will provide the Assistant Vice Chancellor in charge of collective bargaining a list of individuals who may request workload reduction under this section. Upon the request of the AAUP, the Assistant Vice Chancellor will convene a meeting between each AAUP official and the appropriate Dean for the purpose of effecting a workload reduction consistent with the official's responsibility in AAUP and his/her present workload in the department and the University. The appropriate Department Head shall also be present at the meeting and contribute to the determination of the workload to be affected.
**16.9** In the event of disagreement concerning an appropriate reduction, the AAUP President and the Assistant Vice Chancellor in charge of collective bargaining will meet to resolve the issue. In case no resolution occurs, the parties shall present their positions to the President of the University, whose decision is final and not appealable.
**16.10** The AAUP may select a member of the faculty to serve as an observer on any committee constituted by the Administration to engage in long-range planning on items negotiable under collective bargaining.

## ARTICLE 17
## AAUP SECURITY
## AND PAYROLL DEDUCTIONS

**17.1** During the life of this agreement a member of the bargaining unit shall retain the freedom to decide whether or not to become or remain a member of the AAUP. A member of the bargaining unit who is not a member of the AAUP shall be required to pay an agency service fee pursuant to Section 5-280 of the General Statutes.
**17.2** Within thirty (30) days of approval of the contract by the legislature and as instructed by AAUP during the life of the contract, the University shall deduct AAUP

dues or agency fee bi-weekly from the gross paycheck of each person who is required under Section 5-280 of the General Statutes to pay such a fee as a condition of employment. This deduction is a substitute to termination of employment as provided under Section 5-280.

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

**17.4** No payroll deduction of dues or agency service fee shall be made during a payroll period in which earnings are insufficient to cover the amount of deduction nor shall such deductions be made from subsequent payrolls to cover the period in question. The AAUP shall be notified when such a situation exists.

**17.5** The University shall continue its practice of payroll deductions as authorized by employees for purposes in addition to payment of AAUP dues or agency service fee provided any such payroll deduction has been approved by the state in advance.

**17.6** In the event any agency or court orders the employer to rebate to employees the service fee or any portion thereof deducted under this Article or awards any damages, the Union agrees to hold the employer harmless by returning the fee and paying the damages, provided that this shall not take effect until any appeal has been exhausted. However, with regard to any costs to the University that arise out of a challenge to this Article, the Union shall save the University harmless from financial loss and expense as these costs are incurred. Any challenge to this Article of the Agreement and the University's actions taken thereunder shall be defended by AAUP.

**17.7** Once it becomes technically feasible the University shall deduct contributions in the amount specified from the gross paycheck of each person in the unit who authorizes in writing payments to fund-raising drives sponsored by the University of Connecticut Foundation.

## ARTICLE 18
## LONGEVITY

For purposes of determining longevity payments, the salary scale and steps adopted by the Board of Trustees for 1976-77 shall remain in effect during the period of this agreement.

## ARTICLE 19
## SALARY AND BENEFITS

**I.** Permanent employees who are half time or more, but not full time, shall receive a prorated share of all salary and fringe benefits.

The following increases shall be added to the base salary of each member of the unit who is employed on April 1 of that calendar year and still employed on the effective date of the increase in August of each year.

*A*. Effective August 9, 2002, for those members of the bargaining unit whose performance is satisfactory, a flat dollar amount and percentage increase in base salary which together equal 3% of the combined salaries of members of the bargaining unit as of December 31, 2001 will be implemented**.** Two percent will be allocated to the percentage increase, and one percent will be allocated to the flat rate increase.
Effective August 9, 2002, a merit pool shall be established comprised of 2% of the combined salaries of members of the unit as of December 31, 2001, and will be distributed in accordance with the procedures outlined in Article 25.
**B**. Effective August 8, 2003, for those members of the bargaining unit whose performance is satisfactory, a flat dollar amount and percentage increase in base salary which together equal 3% of the combined salaries of members of the bargaining unit as of December 31, 2002 will be implemented. Two percent will be allocated to the percentage increase, and one percent will be allocated to the flat rate increase.
Effective August 8, 2003, a merit pool shall be established comprised of 2% of the combined salaries of members of the unit as of December 31, 2002, and will be distributed in accordance with the procedures outlined in Article 25.
**C.** Effective August 6, 2004, for those members of the
bargaining unit whose performance is satisfactory, a flat dollar amount and percentage increase which together equal 2.6% of the combined salaries of members of the bargaining unit as of December 31, 2003 will be implemented. Two percent will be allocated to the percentage increase and .6% will be allocated to the flat rate increase. This shall be increased between 2.6% and 3.0% to equal the CPI as established by WEFA*, should that exceed 2.6%. In no case will the adjustment be less than 2.6% nor more than 3.0%.
Effective August 6, 2004, a merit pool shall be established comprised of 2.4% of the combined salaries of members of the unit as of December 31, 2003 and will be distributed in accordance with the procedures outlined in Article 25. In accordance with the adjustment according to the CPI noted above, the merit pool shall be adjusted so that the total of the economic package for year three shall not exceed 5% in the aggregate, nor shall the merit pool be less than 2%.
**D.** Effective August 5, 2005, for those members of the bargaining unit whose performance is satisfactory, a flat dollar amount and percentage increase which together equal 2.7% of the combined salaries of members of the bargaining unit as of December 31, 2004 will be implemented. Two percent will be allocated to the percentage increase and .7% will be allocated to the flat rate increase. This shall be increased between 2.7% and 3.0% to equal the CPI as established by WEFA*. In no case will the adjustment be less than 2.7% nor more than 3.0%.
Effective August 5, 2005, a merit pool shall be established comprised of 2.3% of the combined salaries of members of the unit as of December 31, 2004 and will be distributed in accordance with the procedures outlined in Article 25. In accordance with the adjustment according to the CPI noted above, the merit pool shall be adjusted so that the total of the economic package for year four shall not exceed 5% in the aggregate, nor shall the merit pool be less than 2%.
*WEFA is understood to mean the index used by the State of Connecticut to determine the CPI. The projections for the coming fiscal year shall be requested as of April 1 of each year, and the adjustments shall be made accordingly no later than June 1, following

discussions between the University and the AAUP.

**II. Satisfactory Evaluation**

In departmentalized schools, Department Heads shall give faculty members at least four months' warning before issuing an unsatisfactory performance rating. The warning should specify what would be required to achieve a satisfactory rating. Failure to meet the standards enunciated shall be considered just cause for an unsatisfactory evaluation. In nondepartmentalized schools, equivalent arrangements shall be established by Deans and faculty members. Discipline for just cause under Articles 13.7 or 27 shall not be subject to this requirement.

**III. Salary Minima**

Effective July 1, 2002, the salary minima for each professorial rank shall be no less than the lowest salary in each rank in the previous academic year. Any proposed exceptions shall be discussed with the AAUP as is current practice.

**IV. Lecturers on Special Payroll**

Special Payroll Lecturers who have been continuously employed by the University for ten (10) consecutive semesters shall be offered multiyear contracts, subject to adequate enrollment, satisfactory teaching evaluations, and the continuation of class offerings. The University shall determine minimum enrollment requirements and inform the AAUP.

For those Lecturers who elect group health insurance under the statutory self-pay provision, and who are contracted to teach at least one course each semester of the academic year, there will be an option to be paid over 26 pay periods.

For Lecturers on Special Payroll, remuneration shall be at the following rates:

Effective August 9, 2002 - $1210 per credit
Effective August 8, 2003 - $1246 per credit
Effective August 6, 2004 - $1279 per credit
Effective August 5, 2005 - $1313 per credit

For Lecturers with more than two academic years of continuous employment, the minimum remuneration shall exceed the amount above by the following percentage each year of the agreement: 1% in Year One, 1% in Year Two, 1.2% in Year Three and 1.15% in Year Four.

Special Payroll Lecturers shall be eligible to purchase parking permits and shall have faculty library privileges.

**V. Benefits**

**A. Tuition Waiver**

1. In addition to the waiver of tuition permitted under Chapter 185.b, Sections 10 a-105 (e, f, and g) of the 1983 revised Connecticut General Statutes, the Board of Trustees shall have full authority to waive tuition for dependent children of members of the bargaining unit matriculating in an undergraduate degree program at the University of Connecticut or its regional campuses. In the event of a faculty member's death while his/her child is enrolled, the waiver shall continue through the academic year.

2. This section takes effect beginning with the Spring 1990 semester. Each semester spouses of bargaining unit members who have been accepted into an undergraduate degree program at the University of Connecticut or one of its regional campuses may take non-laboratory courses--on a space available basis--with the consent of the instructor. Spouses taking courses under this option must sign up for the course no earlier than the first day of classes and are not permitted to preregister.

**Tuition Reimbursement**
A sum of $10,000 shall be allocated each year of the agreement for tuition reimbursement, which shall be distributed according to existing guidelines.

**B. Health Insurance Programs**
For the duration of this agreement, the health insurance programs established under the current SEBAC agreement will be available to bargaining unit members as specified both by the SEBAC agreement itself and as expressed in this collective bargaining agreement.

**C. Group Life Insurance**
Group life insurance shall be available to bargaining unit members at the same rate and coverage limits as provided to nonbargaining unit state employees under Sec. 5-257 of the Connecticut General Statutes.

**E**. ***Travel***
1. Within the funds appropriated, the Board of Trustees shall have full authority to allocate funds to travel and to authorize the expenditures of such funds for out-of-state travel under the authority of the President or his/her designee.
2. The mileage reimbursement rate shall be adjusted annually in accordance with federal guidelines.

**F**. ***Professional Development Fund***
An annual fund of $400,000 shall be established for professional development each year of the contract. The individual benefit focus of the Professional Development Fund shall not be altered, but a joint Labor/Management Committee will also consider specialized training initiatives of a broader membership benefit as proposed by the Chancellor on a non-renewable basis. Funds for this purpose shall not exceed $50,000 in any year of the agreement.

**G. Disability Pay**
In that all TIAA CREF Retirement Plan participants receive disability coverage, all approved medical leaves of absence of bargaining unit members so insured should be referred for coverage when the medical leave exceeds the deductible period. The University shall supplement the disability insurance so that the affected individual receive the full equivalent of take-home pay as if they were fully employed, according to mutually agreed upon guidelines established in 2000-2001. Guidelines for considering the granting of medical leaves shall be developed by the parties no later than December 31, 2002 with the understanding that unresolved questions may be submitted for advisory arbitration by either party.

**H**. ***Child Care***
A pool of $60,000 shall be established each year of this agreement to reimburse bargaining unit members for childcare expenses incurred in licensed day care facilities. Guidelines established by the parties shall control the reimbursement process.
The University and the AAUP will cooperate in exploring avenues for private support of a new day care site consistent with the proposal developed during the feasibility study in 2000.

***I.*** *Parental Leave*
Following the birth or adoption of a child (and after supplying appropriate documentation), a member of the bargaining unit may take an unpaid parental leave of absence for up to six months. During the period of the leave the University will pay for the member's individual health insurance benefits. For tenure track faculty, at the written

request of the faculty member, time spent on such leave shall stop the tenure clock. In no case, however, shall the tenure clock be stopped longer than the beginning of the PTR cycle following the end of the leave.

**J. Voluntary Leave**

The voluntary leave program as constituted between the parties in 1994 shall be extended for the life of this agreement.

## ARTICLE 20
## MINIMUM TERMS

This agreement states the minimum terms of employment of a member of the bargaining unit. Agreements and understandings between members of the unit and the Board shall be maintained unless they fall below the minimum terms set forth herein; in such cases this agreement shall be controlling, unless the individual and AAUP agree in writing to waive these minimum terms.

## ARTICLE 21
## CONTINUATION OF SERVICES

The AAUP and the Board agree that any differences between them shall be settled by the means provided in this agreement. The AAUP agrees that it will neither call nor condone any form of strike by bargaining unit members, and the Board agrees that it will not lock out members of the unit.

## ARTICLE 22
## MERGERS AND ACQUISITIONS

In the event that the University acquires any other educational institution or portion thereof, the full-time faculty members of such educational institution shall become members of this bargaining unit. Prior to the expiration date of any agreement or individual contract under which they are presently covered, the salary schedule and other conditions of employment for new members shall be negotiated by the parties for the subsequent year.

## ARTICLE 23
## SAVINGS CLAUSE

**23.1** If any provision of this agreement is, or shall at any time be, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law. Any substitute action shall be subject to appropriate consultation and negotiation with the AAUP.

**23.2** In the event that any provision of this agreement is, or shall at any time be, contrary to law, all other provisions of this agreement shall continue in effect.

## ARTICLE 24
## RESEARCH ASSISTANTS AND RESEARCH ASSOCIATES

The titles of Research Assistant and Research Associate are used exclusively for individuals who support grant-funded research activities. The specific conditions of employment shall be identified in offer letters of employment or as modified on renewal appointments as they occur. Reasonable changes in hours may be required with four weeks' notice. The normal University workweek will apply with provision for compensatory time in accordance with mutually agreed-upon guidelines.

**24.1 Salaries**

Research Assistants and Research Associates shall receive the following increments in lieu of merit awards provided under Article 19 of the Agreement. Each amount shall be added to the base salary of each individual with this title who qualifies and who has been employed as of April 1 of that calendar year and is still employed on the effective date of the increase:

Effective August 9, 2002 an amount of $850
Effective August 8, 2003 an amount of $900
Effective August 6, 2004 an amount of $1000
Effective August 5, 2005 an amount of $1050

**24.2 Benefits**

**I.** Research Assistants and Research Associates will be entitled to leaves with pay according to the following schedule:

**A.** Annually 22 days maximum for vacation will be taken at a time mutually agreed to by the supervisor and the employee.

**B.** Legal holidays as enumerated below:

New Year's Day Fourth of July
Martin Luther King Day Labor Day
President's Day Columbus Day
Good Friday Veteran' Day
Memorial Day Thanksgiving Day
Christmas

**C.** If a holiday falls on a day when a person is expected to be on duty, he/she will earn a compensatory day off to be taken at a time mutually agreed to by the supervisor and the employee.

**D. Sick Leave** Decisions concerning sick leave for personal illness will be handled by the administration in conformity with the University *Laws and By-Laws*, (13th edition, revised 2002), Section XV.K.4. Supervisors may require the employee to supply a medical certificate or other certification of illness.

There will be no accruals of sick leave or vacations beyond the end dates of a grant or contract.

**E.** Effective August 23 of each year of the contract each Research Assistant and Associate shall be credited with one day of personal leave to be taken as needed for the conduct of personal business or religious observance. As much advance notice as possible will be given to the supervisor or manager when personal leave is taken. Leave not taken will be neither accrued nor compensated.

**II. A.** Human Resources will provide to requesting Research Assistants and Associates who are not renewed a

listing of current openings with similar titles within the University.
**B.** Research Assistants and Associates may be hired on multiple year appointments not to exceed the term of the grant.
**24.3 Layoffs** This section pertains to Research Assistants and Research Associates who are terminated prior to the end-date of their appointment.
**A.** In cases where employees supported by grant funds and contracts receive less than (30) thirty-days' notice of termination from their supervisors, such employees shall be eligible for a prorated cash payment for the portion of the (30) thirty-days' notice period not given. A pool of no more than $20,000 shall be set aside for all such cases. In no instance shall any individual receive the equivalent of more than two (2) pay periods of salary.
**B.** Dismissal for cause is not subject to the above schedule.
**24.4 Dismissal for Cause Procedures** This section refers solely to disciplinary action resulting in loss of pay or dismissal for cause during the term of an employment contract. The Parties agree that dismissal for cause of a temporary employee shall follow the procedures outlined below:
**A.** The employee shall receive a written statement of the reasons for which the action is being initiated.
**B.** Within five (5) calendar days of receiving notice of the action, the employee may make a written request to the initiator of the action to review the decision.
**C.** Within five (5) calendar days of the review (see item B above); the employee may appeal the decision to the appropriate Dean, Director, or Chancellor.
**D.** The decision of the Dean, Director, or Chancellor is final and may not be appealed to arbitration on substantive or procedural grounds.
**E.** In cases where the Research Assistant or Research Associate claims and is prepared to show evidence that the Dean, Director, or Chancellor's decision in (D) above was arbitrary and capricious, or that the discipline was based on inaccurate facts or that the discipline is too severe for the infraction, the final decision may be appealed to an internal disciplinary review panel. Such appeal must be made within seven (7) calendar days of receiving the Dean, Director, or Chancellor's decision in (D) above.
**F. Composition of the Internal Disciplinary Review Panel for Research Assistants and Research Associates**
The AAUP shall select one person from within the bargaining unit. The administration shall select one person from the administration and these two individuals shall choose a third who is mutually agreeable. The third person shall be or have been a principal investigator an/or be very knowledgeable about the management of grant funds. The three-person panel shall hold a due process hearing on the Research Assistant or Research Associate's claim and render a decision in writing within twenty-one (21) calendar days of the appeal at (E) above. If the majority of the panel upholds the position of the employee, they may substitute their own remedy. The decision of the panel shall be final and binding. No disciplinary action, including dismissal for cause, is grievable or arbitrable under the collective bargaining contract.

## ARTICLE 25
## MERIT

Merit is for the recognition of noteworthy contributions to one's department, school or college, the University and or professional discipline through the traditional avenues of teaching, research and service. It is also the most consistent means for moving beyond the cost-of-living increase traditionally recognized through the satisfactory performance increase provision. It is recognized that conditions vary within and among departments in terms of individual expectations, and it is agreed that awards at the various levels are designed to recognize individual achievement.

**25.1** The parties agree to create/appoint a joint committee for the purpose of developing a feasible merit consideration period encompassing a period of up to three years of work. The purpose shall be to encourage scholarly work, which may require multiple years to complete. Implementation of this change from a process of annual review may occur in the third year of this agreement.

**25.2** This article does NOT refer to Research Assistants or Research Associates paid from grant funds or contracts.

**25.3** The merit pool shall be distributed according to the procedures outlined below:

**A.** The Chancellor shall establish a contingency fund and shall distribute the remainder of the merit pool at his/her discretion among the Deans of the schools and colleges. If a merit award is recommended, it shall be no less than $500.

**B.** The Dean of a school or college shall establish a contingency fund from the merit pool allotted to his/her school or college by the Chancellor. The remainder of the merit pool, excluding an amount for department heads' merit, shall be distributed at the discretion of the Dean among the departments. Prior to the beginning of the academic year, the Dean will publish his/her merit criteria to faculty and for Department Heads within his/her school.

**C.** The total amount of the contingency funds of both the Chancellor and the Deans shall not exceed 30% of the merit pool.

**D.** By means of a procedure approved by a majority of the faculty, departments may establish advisory committees for making recommendations for merit awards to the Department Head. Such committees may also present merit evaluations without mention of a dollar amount to the Dean for his/her consideration in determining the Department Head's merit award.

In departmentalized schools each department may establish, by a majority vote, the criteria and also may establish priorities or the appropriate weighting of such criteria, that will be used to determine the departmental merit recommendations. In the event a department decides to permit the Department Head to establish the criteria and the appropriate weighting for merit recommendations, the Department Head shall inform all faculty members in writing of such criteria no later than two months prior to the commencement of the academic year for which merit recommendations will be made. In nondepartmentalized schools equivalent arrangements shall be established by Deans and faculty members.

**E.** Department Heads shall take departmental committee recommendations into consideration when making their own merit recommendations. In concert with the PTR requirements identified in the *By-Laws*, merit criteria shall include instructional, scholarly, service, and outreach excellence as appropriate.

**F.** On forms provided by the Chancellor, Department Heads shall forward their merit recommendations for members of their departments, other than themselves, along with

recommendations of the advisory committee, to the Dean of the school or college.
**G.** A faculty member may request from his/her Department Head information regarding his/her departmental merit recommendation(s) at any time after such information is transmitted to the Dean.
**H.** Department Heads shall inform each member of the department of his/her merit recommendation at the same time such recommendation is submitted to the Dean of the appropriate school or college. A faculty member has fourteen (14) calendar days from the time of the Department Head's submission to the Dean to discuss the Department Head's recommendation with the Dean.
**I.** The Dean shall review the recommendations of the Department Head and the departmental advisory committee. The Dean shall forward his/her own recommendations to the Chancellor.
**J.** Within two weeks of making his/her recommendations to the Chancellor, the office of the Dean shall compile and make available to the departments an abstract of merit awards. Such an abstract will give the number of people receiving a given range of award within the school and/or no award.
**25.4** Once they become effective, the University will provide AAUP a summary of merit awards by fund and by individual.
**25.5** Judgements and decisions of the Chancellor which result in decrease of more than 50% in the Department Head's recommendations are subject to the grievance procedure described below only where there is evidence alleging that the decrease was arbitrary or capricious.
**25.6 Merit Grievance Panel**
For the purpose of hearing merit grievances, an internal merit grievance panel shall be convened made up of one member of the administration chosen by the Chancellor, one member of the faculty chosen by AAUP, and a neutral party chosen by the first two individuals. The panel may either uphold or dismiss the grievance. In a case where the panel upholds the grievance, it shall recommend an appropriate merit award; however, in no case shall the panel award more than the Department Head had originally proposed. The decision of the panel is final and is not grievable or arbitrable. Grievances on merit must be presented to the administrator in charge of collective bargaining within fourteen (14) calendar days of the receipt of the Chancellor's letter notifying the employee of his/her merit awards.
**25.7** The University and the AAUP shall each appoint three members to a committee that shall study and make recommendations on the subject of merit. Implementation of those recommendations, which are agreed on by the Committee and adopted by the University, shall occur in the third year of this agreement.

## ARTICLE 26
## TEMPORARY EMPLOYEES

This article refers to the titles listed below:
Lecturer (non-P), Professor in Residence, Associate Professor in Residence, Assistant Professor in Residence, Instructor in Residence, Research Professor, Associate Research Professor, Assistant Research Professor, Research Instructor, Clinical Professor, Associate Clinical Professor, Assistant Clinical Professor, Clinical Instructor, Visiting

Professor, Visiting Associate Professor, Visiting Assistant Professor, Visiting Instructor, Extension Professor in Residence, Associate Extension Professor in Residence, Associate Extension Professor in Residence, Assistant Extension Professor in Residence, Extension Instructor in Residence, Senior Cooperative Extension Educator in Residence, Cooperative Extension Educator in Residence, Associate Cooperative Extension Educator in Residence, Assistant Cooperative Extension Educator in Residence, Special Payroll Lecturer, Associate Research Scientist, Associate Research Scholar, Research Scientist, Research Scholar, Senior Research Scientist, Senior Research Scholar.
**Note:** For the purpose of signifying the temporary nature of any title in the bargaining unit, the word "visiting" may precede the title.
**I. Sick Leave** Decisions concerning sick leave for personal illness for all temporary employees will be handled by the administration in conformity with the University *Laws and By-Laws*, (13th edition, revised 2002), Section XV.K.4. Supervisors may require the employee to supply a medical certificate or other certification of illness.
There shall be no accruals of sick leave or vacations beyond the end dates of a grant or contract.
**II. Dismissal for Cause Procedures for Temporary Employees** The Parties agree that dismissal for cause of a temporary employee shall follow the procedure outlined below:
**A.** The employee shall receive a written statement of the reasons for which the action is being initiated.
**B.** Within five (5) calendar days of receiving notice of the action, the employee may make a written request to the initiator of the action to review the decision.
**C.** Within five (5) calendar days of the review (see item B above) the employee may appeal the decision to the appropriate Dean, Director, or Chancellor.
**D.** The decision of the Dean, Director, or Chancellor is final and may be appealed to arbitration on procedural grounds only.
**III. Full-time Lecturers on the Regular Payroll**
This section refers only to full-time lecturers on the regular payroll.
In the event a full-time lecturer on the regular payroll has been employed full-time (excluding summer sessions) for either twelve (12) consecutive or twelve (12) out of sixteen (16) consecutive semesters, he/she, upon the commencement of the next semester shall be eligible for a three-year appointment.

## ARTICLE 27
## DISCIPLINE FOR TENURED AND/OR TENURE-TRACK FACULTY

The parties wish to encourage open communication between administrators and faculty and agree that whenever possible problems should be resolved informally before these procedures are initiated. The parties agree that this Article shall not be used to restrain faculty members in the exercise of their academic freedom or their rights as citizens.
The parties agree that, except for serious misconduct, dismissal should occur only as the final step in a progressive disciplinary system and each instance of misconduct shall be judged solely on its own factual situation.
For tenured or tenure-track faculty dismissal or discipline which is the result of incompetence, or failure to meet satisfactory standards of job performance, or failure to

meet continuing educational requirements, or to fulfill professional commitments shall not fall within the purview of this Article, but shall be dealt with exclusively under the University *By-Laws*.

**A.** Discipline shall be for just cause such as:

1. neglect of assigned responsibilities;
2. insubordination, serious misconduct, or non-compliance with University *Laws and By-Laws* (13th edition, revised 2002); noncompliance with the Code of Ethics for Public Officials (Chapter 10 of the Connecticut General Statutes) or with University, State, or Federal regulations governing research;
3. the use of fraud, collusion, concealment, or misrepresentation of a fact material to obtaining employment with the University and/or obtaining promotion, tenure, salary increase, or other benefit;
4. sexual harassment, serious misconduct, or other conduct which impairs the rights of students or other staff members.

**B.** Procedures to be followed for written warnings, reprimands, dismissal, demotion in rank and/or salary, or suspension without pay.

1. The faculty member shall receive in writing a statement of the reasons for the action being recommended.
2. Within seven (7) calendar days of receiving the written statement (B.1), the faculty member may request a hearing before his/her Dean or Director or designee with an AAUP representative present, should the faculty member so desire. This hearing shall be held within seven (7) calendar days of the employee's request.
3. Within seven (7) calendar days of receiving the recommendation in B.2 above, the faculty member shall have the right to appeal to the Chancellor or his/her designee. At such appellate hearing, the faculty member shall have the right to be represented by the AAUP.
4. The decision of the Chancellor or designee may be appealed to arbitration on the merits under Article 10 of this agreement. Warnings, reprimands, and other less severe discipline shall be grievable through steps B.2 and B.3 above but shall not be grievable to arbitration.

**C.** 1. If the University judges that the grounds for dismissal or discipline require the immediate suspension of the faculty member, the suspension shall be with pay until the hearings described in B.2 and B.3 above have taken place.

2. In the event the discipline involves the loss of or reduction in salary, the salary shall not be withheld until after the arbitration decision or four (4) months from the initiation of the discipline at B.4, whichever is sooner.

**D.** For cases involving discipline or dismissal for misconduct, the procedures outlined above supersede Section XV, E, F, G, H, and S of the 2002 edition of the *Laws and By-Laws*.

**E.** The parties agree that the PTR procedures should not be used to deal with issues of misconduct which are more appropriately dealt with under the disciplinary procedures. In no case shall the outcome of the PTR (promotion, tenure, or reappointment) process be construed as falling under this Article.

## ARTICLE 28
## DURATION OF AGREEMENT

**28.1** This agreement shall be in full force and effect from July 1, 2002 through June 30, 2006.
**28.2** The parties may, by mutual agreement, extend the life of this agreement beyond its expiration date for a period not to exceed two years.

**ARTICLE 29**
**PATENT RIGHTS**

The terms and conditions concerning patent rights, as outlined in section 10a-110b and 10a-110c of the 1995 Connecticut General Statutes, shall be incorporated by reference and together with current practice are understood to guide the University in matters related to the ownership of inventions and employees' share of proceeds from inventions.

**ARTICLE 30**
**SIGN OFF**

FOR AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS

_____
Edward C. Marth
Chief Negotiator

FOR THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF CONNECTICUT

_____
Virginia Miller
Chief Negotiator

**AAUP NEGOTIATING TEAM UCONN NEGOTIATING TEAM**
Carl Schaefer, Chair Karla Fox
R. James Holzworth Ian Hart
Faquir Jain Ross MacKinnon
Karen Meier Suman Singha

Edward C. Marth, Chief Richard Schwab
Negotiator Aliza Wilder
Virginia Miller, Chief
Negotiator

**MEMORANDA OF AGREEMENT**

All prior memoranda of agreement are null and void except for the following:

**MEMORANDUM OF AGREEMENT No. 1**
Merit pools shall be used for increases in base salary that result from promotions in rank. Up to $40,000 shall be used for promotions payable during each fixed increase period of the 2002-2006 contract. The amounts for promotions in rank shall be as follows:
Instructor $400
Assistant Professor $550
Associate Professor $1000
Professor $1400
Promotion increases shall apply toward bringing unit members to the minimum of the higher rank after all other increases are awarded.

**MEMORANDUM OF AGREEMENT No. 2**
Each year of the contract a General Fund pool shall be allocated to the Chancellor for making increases in base salary as he/she sees fit in order to retain faculty in the face of market competition, or to make equity adjustments or recognize special achievement. Neither the allocation of the fund nor the individual awards made under it are grievable or arbitrable in any way. The pools for each year of this agreement shall be as follows:
2002 - $220,000
2003 - $230,000
2004 - $242,000
2005 - $255,000
Immediately prior to the beginning of the academic year, the Chancellor shall publish standards and expectations for that portion which is to be directed toward special achievement at the next distribution.
The University will provide the AAUP with a list of employees who receive the increases from these sources along with the reasons in each instance.

**MEMORANDUM OF AGREEMENT No. 3**
In the event that a vote in favor of tenure for a faculty member by a departmental PTR committee, a Dean's Advisory Council, and the Faculty Review Board are all overturned by the Chancellor of the University and the faculty member has evidence that the Chancellor's decision may have been arbitrary and capricious, the Chancellor's decision may be appealed to a Select Committee chosen by the Senate Executive Committee. The Senate Executive Committee shall nominate nine (9) tenured members of the faculty to serve on the committee and the University and the AAUP may each strike two (2) names from the list of nominees. In the event that more than five (5) names remain after the completion of the process, the Senate Executive Committee shall designate five (5)

persons to serve as the Select Committee.
If the five-member Select Committee finds, after hearing the evidence from each side, that arbitrary and capricious action was, in fact, the basis for the Chancellor's decision, the aggrieved faculty member shall be recommended for tenure through the Chancellor to the Board of Trustees.

**MEMORANDUM OF AGREEMENT No. 4**
The *Laws and By-Laws*, (13th edition, revised 2002), Section XV.C. through S. concerning academic tenure apply to tenured and tenure-track faculty in Agricultural Extension.

**MEMORANDUM OF AGREEMENT No. 5**
Gender Equity Study
The parties agree to conduct a gender equity study during academic year 2002-2003 using the basic information utilized by the AAUP in 2001 and augmented as mutually agreed upon. The purpose of the study will be to ascertain whether inequity exists to a statistically significant degree among or within schools and colleges in appropriate groupings of disciplines. If such a finding is reached, adjustments will be made in 2003-2004, and if necessary, in 2004-2005.
In 2003-2004 the first $50,000 will come from the Chancellor's pool and be added to from the AAUP flat rate increase up to $50,000 from that account. In the event there is a balance remaining, the Chancellor's pool and AAUP funds from the same accounts will be drawn upon for another maximum of $50,000 each in 2004-2005 for a two-year maximum of $200,000.

**MEMORANDUM OF AGREEMENT No. 6**
Distance Learning:
By October 1, 1997 the University and the AAUP shall each appoint four members to a study group to address the issues involved in the continuing development of credit-bearing distance learning courses. The charge to the group shall include, but not be limited to, an evaluation of the relationship between the goals and objectives of the Strategic Plan and opportunities for the University to develop credit-bearing courses by state-of-the-art technology, the resources available or necessary to implement the course delivery, and the relationship of law regarding property and/or residual rights of material developed and imparted via new technology relating to the work of members of the bargaining unit.
The University will continue to develop such patent, copyright and distance education rules and regulations as are necessary to respond to the rapidly changing competitive environment. The joint committee will agree on implementation of any substantive changes through normal approval channels.

**MEMORANDUM OF AGREEMENT No. 7**
Parking fees will not increase through academic years 2002-2003 and 2003-2004. If an increase is contemplated during the remainder of this contract, it shall first be proposed and discussed through the Parking Advisory Committee, prior to being recommended to the Board of Trustees. The AAUP will have a representative on the Parking Advisory

Committee. Bargaining unit members will be afforded one "free" ticket per semester where it can be demonstrated that the member had paid for parking and none was available (handicapped and fire lanes excluded).

**MEMORANDUM OF AGREEMENT No. 8**

The University and the AAUP recognize the importance of encouraging research activity during the academic year, which is agreed to be the primary appointment period of all faculty. Adjustments in the academic calendar may require increased flexibility in research scheduling. On a voluntary basis and with the approval of the department head and/or Dean, a faculty member may be allowed to substitute a summer teaching assignment for a fall or spring teaching obligation. This exchange will be considered as in-load and will not be eligible for extra compensation. Normally the enrollment requirements described in the summer school agreement will not pertain to classes taught on an exchange basis, but if a course is cancelled by Administration, the faculty member's obligation will have been met. The University shall adopt necessary procedures for the implementation of this agreement, and they shall apply equally to all academic departments. Such voluntary changes are understood to be in the best interests of the University and the faculty member, and, therefore, annual records and merit and other evaluations will be adapted to take into account such flexible scheduling.