

ARTICLE 26

TEMPORARY EMPLOYEES

This article refers to the titles listed below:

Research Professor, Associate Research Professor, Assistant Research Professor, Research Instructor, Visiting Professor, Visiting Associate Professor, Visiting Assistant Professor, Visiting Instructor, Adjunct Faculty, Associate Research Scientist, Associate Research Scholar, Research Scientist, Research Scholar, Senior Research Scientist, Senior Research Scholar.

26.1 For the purpose of signifying the temporary nature of any title in the bargaining unit or that an appointment is funded by a grant or contract, the word "visiting" may precede the title. Temporary "visiting" appointments, unless funded by a grant or contract, shall be limited to a maximum duration of three (3) years. The duration of a visiting appointment may be extended beyond three (3) years for good cause with the agreement of the UConn-AAUP. If a visiting appointment is converted to a continuing appointment covered by Article 13, all years of prior service as visiting shall be credited to eligibility for multi-year appointments.

26.2 Sick Leave

A. Decisions concerning sick leave for personal illness for all temporary employees will be handled by the administration in conformity with the University of Connecticut By-Laws, (~~Revised August 5, 2015~~ as set forth in Article 8.3), ~~Section XIV.L.4. Each case shall be considered separately and involves careful consideration of length of service, nature of illness, and anticipated length of disability. Application for sick leave should be made not later than ten (10) days after the staff member's return to work.~~ Employees may be required to provide an acceptable medical certificate.

B. There shall be no ~~accruals use, carry-over or payout~~ of sick leave or vacations ~~leave~~ beyond the end dates of a grant or employment contract.

26.3 Notice of Termination

A. In the event of programmatic change, low course enrollment, or bona fide fiscal constraints, ~~or replacement of an adjunct with a full-time faculty member~~ during the term of an employment contract, temporary employees shall be entitled to notice of termination or pay and ~~health and retirement~~ benefits for which they are eligible under the applicable plans in lieu thereof according to the following schedule:

i. Faculty with semester appointments shall receive thirty (30) calendar days' notice. After the first day of class for the course, payment must be made for the remainder of the semester.

ii. Annual appointments with less than three (3) years of continuous employment, or semester appointments with six (6) ~~twelve (12) ten (10)~~ or more consecutive semesters of employment, shall receive forty-five (45) calendar days' notice.

iii. Annual appointments with more than three (3) years of continuous employment shall receive sixty (60) calendar days' notice.

Dismissal for cause is not subject to the above schedule.

26.4 Written Warnings and Reprimands

A. Supervisors ~~who are in the bargaining unit~~ may issue written warnings ~~and reprimands~~ following discussion with the bargaining unit member, who may request attendance of a UConn-AAUP representative. ~~It shall be the obligation of the member to contact the UConn-AAUP if they would like their involvement. A fact finding meeting will satisfy this discussion requirement.~~

B. Only supervisors who are not in the bargaining unit may issue written reprimands following discussion with the bargaining unit member, who may request attendance of a UConn-AAUP representative.

C. Within seven (7) calendar days of receiving notice of the action ~~the written warning or reprimand~~, the ~~employee bargaining unit member may appeal the discipline to the appropriate department head or equivalent official~~ make a written request to the initiator of the action to review the decision. The bargaining unit member may request the attendance of a UConn-AAUP representative. ~~It shall be the obligation of the member to contact the UConn-AAUP if they would like their involvement.~~ The department head or equivalent official shall issue a written response to the appeal within ~~fifteen (15) seven (7) ten (10) calendar days.~~

D. Within seven (7) calendar days of ~~the review receipt of the response in B~~, the ~~employee bargaining unit member~~ may appeal the decision to the appropriate ~~first supervisor outside the bargaining unit~~ Dean, or Director, or Provost. ~~The Dean or Director's office, or their designee, who shall issue a written response to the appeal within fifteen (15) seven (7) ten (10) calendar days.~~

E. The decision of the ~~first supervisor outside the bargaining unit~~ Dean, or Director's office or ~~their designee~~ Provost is final and may not be appealed ~~further internally or~~ to arbitration on substantive or procedural grounds.

~~E. If a bargaining unit member does not exercise their right of appeal at any step, the disciplinary action shall take effect upon expiration of the appeal period.~~

26.5 Dismissal for Cause Procedures for Temporary Employees

The Parties agree that disciplinary action resulting in loss of pay or dismissal for cause of a temporary employee during the term of an employment contract shall follow the procedure outlined below:

A. The employee bargaining unit member shall receive a written statement of the reasons for which the action is being initiated.

B. Within seven (7) calendar days of receiving notice of the action, the ~~employee bargaining unit member~~ may make a written request to the initiator of the action to review the decision. The initiator shall issue a written response to the request within fifteen (15) calendar days.

C. Within seven (7) calendar days of receiving the review (see item B above) the ~~employee bargaining unit member~~ may appeal the decision to the appropriate ~~first supervisor outside the bargaining unit~~ Dean, Director, or Provost. The Dean, Director, or Provost's Office, or their designee, who will issue a written decision within fifteen (15) calendar days.

D. The decision of the Dean, Director, or Provost's Office, ~~first supervisor outside the bargaining unit or their designee~~, is final and may be appealed to arbitration on procedural grounds only.

~~E. If a bargaining unit member does not exercise their right of appeal at any step, the disciplinary action shall take effect upon expiration of the appeal period.~~

26.6 Notice of Non-Renewal

A. Temporary employees shall be entitled to notice of non-renewal or pay and ~~health and retirement~~ benefits for which the ~~employee bargaining unit member~~ is eligible under the applicable plans in lieu thereof according to the following schedule:

i. With three (3) or less years of continuous employment, ~~employees bargaining unit members~~ shall receive thirty (30) calendar days' notice.

ii. After continuous employment of more than three (3) years, ~~employees bargaining unit members~~ shall receive sixty (60) calendar days' notice.

~~iii. Notice of non-renewal for adjunct faculty shall be counted from the first day of classes in the next Fall or Spring semester.~~

B. Non-renewal of a temporary appointment at the expiration of the appointment period shall not be grievable.

26.7 Adjunct Faculty

A. The University shall determine minimum enrollment requirements and inform the UConn-AAUP.

B. The maximum number of credits an adjunct may teach in any one semester is eight (8). Exceptions to this rule must be approved in writing by the UConn-AAUP and the Department of Human Resources.

C. Multi-year Contracts

i. Adjuncts employed prior to July 1, 2017 who have been continuously employed for ten (10) consecutive semesters, shall be offered multi-year contracts, subject to adequate enrollment, satisfactory teaching evaluations, and the continuation of class offerings. For purposes of this

paragraph, an adjunct faculty member shall not be deemed to have a break in service employment if: no course is available, the adjunct faculty member's assigned course is assigned to a full-time faculty member, or if the faculty member is replaced as designated in 26.7.E below for demonstrable need for better qualifications, and/or due to documented health reasons the adjunct is unable to teach for a period of up to one (1) semester.

ii. New adjuncts, employed on or after July 1, 2017, who have been continuously employed by the University for twelve (12) consecutive semesters shall be offered multi-year contracts, subject to adequate enrollment, satisfactory teaching evaluations, and the continuation of class offerings. For purposes of this paragraph, an adjunct faculty member shall not be deemed to have a break in service employment if: no course is available, the adjunct faculty member's assigned course is assigned to a full-time faculty member, or if the faculty member is replaced as designated in 26.7.E below for demonstrable need for better qualifications, and/or due to documented health reasons the adjunct is unable to teach for a period of up to one (1) semester.

iii. Commencing the first multi-year contract, all subsequent contracts shall be for at least between three (3) and five (5) years in duration.

iv. Multi-year contracts are defined as having a term of at least three academic years and remain in effect during semesters when the adjunct is unavailable due to documented medical reasons or other basis to which the adjunct and the department head and/or campus director agree, including no course is available, and/or the faculty member's assigned course is assigned to a full-time faculty member, or if the faculty member is replaced as designated in 26.7.E below for demonstrable need for better qualifications.

~~v. In the event of termination of non-continuation of a program or bona fide fiscal constraints, adjuncts with multi-year appointments, and appropriate qualifications, will be given priority in course assignments each semester.~~

v. In the event a department terminates an adjunct faculty member with a multi-year appointment due to programmatic change or bona fide fiscal constraints under Article 26.3, the department will regard that adjunct's receipt of a multi-year appointment as a favorable factor in consideration for future assignments for which the adjunct is qualified.

D. If an Adjunct is to be appointed, the following will prevail.

i. An adjunct faculty shall have a right of first refusal to teach the lab sections associated with any course section in which that adjunct was the instructor of record.

ii. Compensation for adjuncts appointed to lab sections associated with credit courses will be at the UConn-AAUP negotiated rate and with benefits set forth in paragraph 26.7.I of this Article.

iii. No adjunct shall be paid during a semester in which ~~he/she~~ they does not teach or does not perform formalized non-teaching assignments.

E. Evaluation of adjunct teaching may include, among other elements, classroom observations and student evaluations of teaching. Replacements during the term of an employment contract for reasons of teaching related qualifications may also be made based on a demonstrable need for better qualifications. In such circumstances the University shall notify the affected adjunct faculty member thirty (30) calendar days prior to the first day of the course or the affected adjunct faculty member will receive pay in lieu thereof for the prorated portion of the thirty (30) calendar days' notice period not given.

F. Formalized non-teaching assignments for adjunct faculty, such as advising, curriculum development, etc. shall be compensated based upon pro-rated load credits.

G. Adjunct faculty with a multi-year contract shall be entitled to meet with their respective Department Head and/or Campus Director (and UConn-AAUP representative if requested) and be provided with reasons for the non-reappointment or reassignment. After meeting with the Department Head and/or Campus Director, upon request, such faculty member (and UConn-AAUP representative if requested) shall be entitled to discuss non-reappointment or reassignment with the Dean or ~~his/her~~ their designee. The Dean or ~~his/her~~ their designee may overturn the non-reappointment or non-assignment.

Except as provided by Article 5, the procedures in this Article shall be the exclusive procedure for resolving non-reappointments or reassignments of adjunct faculty on multi-year appointments.

H. Adjuncts who teach both the lecture and lab section of a course will be paid as an adjunct for the lecture and for each lab section.

I. Adjunct Benefits

i. Adjuncts shall be eligible to purchase parking permits and shall have faculty library privileges. Library and email privileges will be continued for two semesters following any appointment, unless the adjunct is terminated for cause.

~~ii. Health Insurance: The University and the UConn-AAUP shall continue exploring the feasibility of offering to adjuncts a more affordable health insurance plan after implementation of this contract equal/comparable to the Connecticut Partnership Plan that is offered to the UConn graduate assistants and post docs.~~

Tentative Agreement



UConn-AAUP

2 / 17 / 2022

Date

University of Connecticut

Date