

The University of Connecticut Chapter of

AAUP

THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS, INC.

COACHES'
HANDBOOK

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Welcome to the UConn Coaches' Handbook.

UConn-AAUP is providing you with the Coaches' Handbook for you to become familiar with your rights and benefits under the current collective bargaining agreement (CBA). It is only a guide to the relevant provisions of the CBA that coaches may encounter in their employment at UConn. If you have any questions regarding this guide and your employment at UConn, please contact UConn-AAUP as soon as possible.

UConn-AAUP has found that many of the concerns that are brought to us are a result of the administrators and employees not being aware of what has been bargained in the CBA. This guide should be used to help the parties avoid an unpleasant working environment.

UConn-AAUP and representatives of the Board of Trustees periodically meet to negotiate improvements to the CBA. In order to make such improvements, UConn-AAUP makes note of challenges and concerns that are raised throughout the terms of the CBA. They also reach out to its members to hear ways to make the employment environment work more effectively through a bargaining survey. When asked, please fill out the survey to the best of your ability.

As you know, UConn coaches and their support staff have a different relationship with their school than many other coaches in the NCAA. The opportunity to be a member of a union provides for collective representation in protecting inequities in the employment environment. Many coaches are envious of this relationship.

In order for UConn-AAUP to be effective in enforcing this relationship through the CBA, every bargaining unit member should be paying his or her fair share of dues. If you are not a member, please consider the importance of joining your fellow coaches in supporting UConn-AAUP.

The more members in the union, the more voices that will be heard, the stronger the union will be in continuing to make improvements in the "collective" bargaining agreement and in protecting members from retaliation.

1. EMPLOYMENT

INDIVIDUAL EMPLOYMENT AGREEMENT (IEA)

The Individual Employment Agreement (IEA) is different from the Collective Bargaining Agreement (CBA) or contract.

The CBA is negotiated with representatives of the Board of Trustees every few years and is the master agreement for all bargaining unit members identified by their titles listed in Article 1 Inclusion. The terms of your employment as a coach are specified in the IEA, and include length of contract, salary, bonuses, and other benefits. It is important to read both documents carefully, especially Article 37 Athletics of the CBA, which has the most impact on coaches.

If there is a conflict of terms between the CBA and the IEA, the CBA is the controlling document and the union will enforce the terms in the CBA.

PERSONNEL FILES

Your personnel file contains documents on which decisions regarding your reappointment are based, including original copies of all of your annual evaluations. According to Article 12 Personnel Files of the CBA, you are entitled to see, and obtain a copy of, all materials contained in your file. You also have the right to place a rebuttal to any material contained in the file. The Athletic Director is responsible for maintaining this file in the Athletic Department.

No anonymous material shall be included in your file and therefore it is recommended that you periodically review your file so that you are familiar with its contents.

EVALUATIONS

Evaluations are an important part of your continued employment at the University and through negotiations; coaches have won an important right to periodic evaluations.

Article 37.10 and 37.11 of the CBA state the purpose and process for evaluations. The purpose of the evaluation is to ensure the quality of job performance and to inform decisions regarding reappointment and promotion in rank (assistant coach to associate coach).

The Athletic Department will determine the procedures for evaluations and publish them for all coaches to view prior to the evaluation. The written evaluation must be shared with the coach within 14 calendar days of the time they are completed. The coach will be asked to sign the evaluation acknowledging that they have read it and received a copy of the evaluation for his/her records. A coach also has the right to append a response to his/her evaluation.

REAPPOINTMENT/NONRENEWAL

According to the current contract in Article 37.1, in the unlikely occurrence that the IEA terms for an existing coach has expired, the terms and conditions of the expired IEA will remain in effect until a new IEA is in place. Most importantly though, is that the coach must be contacted by the Athletic administration and agree that the current terms remain in place **prior to the contract expiring**. If your IEA expires without being contacted by the Athletic administration, please contact UConn-AAUP.

Following a one-year probationary period, all members of Article 37 of the CBA may be hired or renewed for a multi-year term of employment. However, Associate and Assistant Coaches, and Specialists in Tier 1 may not be hired for a longer term than the head coach.

After six years of continued employment and beginning in the 7th year, Tier 2 Specialists and Trainers shall be hired for longer-term contracts of between 3 and 5 years.

The administration must notify a coach, trainer, or Specialist of their IEA's non-renewal according to a specified schedule:

- Probationary employees – 14 calendar days
- After one year of non-probationary employment – 60 days
- After 3 or more years of non-probationary employment – 120 days
- After receiving a multi-year contract – 300 days

DISMISSAL FOR CAUSE

A recent arbitrators decision in the Kevin Ollie v The Board of Trustees of the University of Connecticut, makes an important statement concerning the interaction between the CBA and the IEA. The arbitrator ruled, **“CBA’s supersede conflicting terms in IEA’s.”** In the Ollie case, there was conflicting language between the CBA and EIA regarding the just cause standard for termination. The arbitrator stated:

“The CBA does not allow a finding of “just cause” in the absence of serious noncompliance” and “each incidence of misconduct shall be judged solely on its own factual merits.” Thus, “serious misconduct” amounting to “serious noncompliance” has to be grounded in what the NCAA considers serious noncompliance and not what Director Benedict believes is a violation of NCAA rules and regulations.

It is important that all members read their IEA’s carefully and bring any conflicting language between the CBA and IEA to the attention of UConn-AAUP.

CURRENT CBA LANGUAGE IN ARTICLE 37 ATHLETICS REGARDING TERMINATION

The administrators and bargaining unit members (the parties), wish to encourage open communication and agree that whenever possible, problems should be resolved informally before these procedures listed below are initiated.

The parties agree that, except for serious misconduct, dismissal of a bargaining unit member in Athletics 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 merits. The level of proof shall be a preponderance of the evidence.

Any discipline or dismissal during the term of an employment contract shall be for just cause. Any non-renewal of all bargaining unit members in Athletics shall not require just cause, except for Trainers and Specialists in Tier II NCAA Team Sports. The collective bargaining agreement defines just cause to mean:

- i. Neglect of assigned responsibilities, incompetence, or failure to fulfill professional commitments;
- ii. Insubordination or serious noncompliance with the University of Connecticut By-Laws, (Revised August 15, 2015), with the Code of Ethics for Public Officials (Chapter 10 of the Connecticut Statutes), or with NCAA rules or regulations;
- iii. The use of fraud, collusion, concealment, or misrepresentation of a fact material to obtaining employment with the University and/or obtaining promotion, salary increase, or other benefit;
- iv. Sexual harassment, serious misconduct, or other conduct which impairs the rights of faculty, students, employees, or others who are engaged with the University in its business or operations;
- v. Repeated, documented failure to meet generally accepted satisfactory standards of job performance based on written evaluations conducted in accordance with

paragraphs 37.10 and 37.11 above.

There is a set of procedures to be followed for dismissal, demotion in rank and/or salary, or leave without pay during the term of the IEA. Please refer to the CBA for more information.

Following a discussion with the member of the bargaining unit, a Deputy Director of Athletics or equivalent official may issue written warnings and written reprimands. The member of the bargaining unit may ask for UConn-AAUP representation in that meeting.

2. SALARY

Effective August 23, 2020, those members of the bargaining unit employed on April 1, 2020 and still employed in August, whose performance is satisfactory, shall receive an 3.5% general wage increase to their base salary.

Effective August 23, 2020, a merit pool shall be established comprised of 2.0% of the combined salaries of all coaches to be distributed to eligible coaches. The Athletic Director should post the criteria for merit so that coaches are aware of how the merit will be distributed.

3. BENEFITS

HEALTH INSURANCE

Health Insurance plans offered by the State of Connecticut are available to all bargaining unit members as specified both in the State Employees Bargaining Agent Coalition (SEBAC) and as expressed in the CBA. The Office of the State Comptroller offers several medical and dental coverage options. Detailed information about medical, dental and pharmacy plans is available to you on the Comptroller's website.

RETIREMENT

Each eligible State of Employee is required to be enrolled in a retirement plan. The Office of the State Comptroller offers three different retirement plans for bargaining unit employees. Please see the Comptroller's website for more information regarding the State Employees Retirement Plan (SERS), Alternate Retirement Plan (ARP) and a Hybrid plan.

TUITION WAIVER

In addition to the waiver of tuition permitted under State statute, the Board of Trustees have the authority to waive tuition for dependent children of members of the bargaining unit matriculating in an undergraduate degree program at UConn and its regional campuses.

TUITION REIMBURSEMENT

A sum of money is set aside each year for the reimbursement of tuition for courses taken at the UConn and/or other higher education institutions. The money will be allocated according to existing guidelines.

CHILD CARE

A pool of money is available each year to reimburse bargaining unit members for childcare expenses incurred in a licensed day care facility. (See details/eligibility at www.uconnaaup.org)