

University Package Proposal

February 25, 2022

Part of Package with Articles 13, 28, 30, Annual Review, Academic Assistants/Facilities Scientists, MOA on Vacation Carryover, MOA on Course Caps and Enrollment, and Side Letter on Course Caps and Enrollment

## ARTICLE 13

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

13.1 This article pertains to members of the bargaining unit not in a non-tenure track employees bargaining unit members in the following titles: Academic Assistant I, II, III, IV, V, Extension Professor, Associate Extension Professor, Assistant Extension Professor, Extension Instructor, Assistant Cooperative Extension Educator, Associate Cooperative Extension Educator, Cooperative Extension Educator, Senior Cooperative Extension Educator, Lecturer, Facilities Scientist I, II, III, IV, V, and all faculty with Clinical and In-Residence titles.

#### 13.2 Probationary Period for Bargaining Unit Members Not in a Tenure Track

A. New bargaining unit members not in a tenure track and members of the bargaining unit moving to a new position 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 their probationary period, he/she they shall receive thirty (30) calendar days' one month's notice or pay and health and retirement benefits for which they are eligible under the applicable plans in lieu thereof.

B. Following the completion of the probationary year, bargaining unit members not in tenure track shall be eligible for one-year appointments up to a maximum of five (5) such one-year appointments. Notice of non-renewal of a one-year appointment shall be afforded according to the schedule listed below. Beginning the seventh year, or prior to the seventh year upon recommendation of the academic home unit department or academic unit and approval by the dean or equivalent official, reappointed members of the bargaining unit shall receive multi-year contracts of between three (3) and five (5) years in duration. Commencing with the first multi-year contract: subsequent appointments shall be for three (3) or more years, non-renewal shall be grievable according to the procedures and standards of dismissal for cause, and notice of non-renewal shall be afforded according to the schedule listed below.

i. Probationary employees shall receive 14 calendar days' notice;

ii. After one (1) year of probationary employment, thirty (30) calendar days' notice;

iii. After one (1) year of non-probationary employment: sixty (60) calendar days' notice;

iv. After continuous non-probationary employment of three (3) or more years: one hundred twenty (120) calendar days' notice;

v. After receiving a multi-year contract: three hundred (300) one hundred eighty (180) calendar days' notice.

C. On or before December 31, 2017, the UConn Administration On July 1<sup>st</sup> of each year of the contract, At least once during the term of this collective bargaining agreement, Prior to the

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end of the second year of this agreement, Human Resources shall conduct an audit of all members of the unit covered by this article to determine:

A. if any such bargaining unit members ~~of the bargaining unit~~ eligible for multi-year contracts have not received such contracts.

~~B. If any member of the bargaining unit will become eligible for a multi-year contract prior to the start of the next July 1<sup>st</sup> end of the term of the agreement.~~

The results of this audit shall be communicated to any such members of the bargaining unit and also provided to UConn-AAUP. If the audit identifies any ~~members of the~~ bargaining unit members who should have, but did not, receive a multi-year contract, the parties shall meet prior to the start of the next academic year third year of the agreement to discuss the matter and determine what action should be taken ~~those bargaining unit members shall be made whole.~~

D. Unless otherwise specified in this Article, neither the dismissal of the bargaining unit member ~~of the bargaining unit~~ during his/her their probationary period nor the non-renewal of the bargaining unit member ~~of the bargaining unit~~ prior to receiving a multi-year appointment shall be grievable under any article of this agreement or under the University of Connecticut By-Laws (Revised August 5, 2015) as set forth in Article 8.3 ~~as set forth in Article 8.3 of this agreement~~. Dismissal or non-renewal of a bargaining unit member ~~of the bargaining unit~~ following successful completion of his/her their probationary period shall be grievable under Article 5 (Non-Discrimination) only. In such cases, the UConn-AAUP shall have the burden to demonstrate that the non-renewal violated Article 5.

### 13.3 Evaluation System

The parties agree that the purpose of an evaluation system is to ~~ensure the quality of job performance and to inform decisions regarding reappointment and promotion in rank~~ promote, maintain, and enhance excellence in job performance and to foster informed communication between bargaining unit members and their supervisor(s).

### 13.4 Evaluation Procedures

Performance Review of members of the bargaining unit not in the tenure track shall be in conformance with procedures developed pursuant to Article 30.5.B.

~~A. All formal evaluations shall be conducted in accordance with procedures developed by each school, college, or department. Evaluation procedures shall be in writing and shall not solely rely upon student evaluations. Departments, schools and colleges shall establish and publish such evaluation procedures on or before December 31, 2017. Subsequent changes in such procedures shall also be published.~~

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

~~C. An employee shall have the right to append a response to his/her evaluation.~~

### 13.5 Notice of Termination

In the event of non-continuation of a program, ~~position elimination~~, or bona fide fiscal constraints during the term of an employment contract, ~~or for position elimination of an Academic Assistant or Facilities Scientist~~, bargaining unit members not in tenure track positions shall be entitled to notice of termination or salary and ~~health and retirement~~ benefits for which they are eligible under the applicable plans in lieu thereof according to the following schedule:

A. Probationary employees shall receive thirty (30) calendar days' notice;

B. After one (1) year of probationary employment, sixty (60) calendar days' notice;

~~C. B.~~ After one (1) year of non-probationary employment: ninety (90) calendar days' notice;

~~D. C.~~ After continuous non-probationary employment between two (2) and five (5) years: one hundred eighty (180) calendar days' notice;

~~E. D.~~ After receiving a multi-year contract: three hundred (300) 270 calendar days' notice.

Dismissal for cause is not subject to the above schedule.

### 13.6 Academic Assistants and Facilities Scientists

~~A. Unless otherwise specifically provided for in the offer or appointment letter, work hours for full time Academic Assistants and Facilities Scientists normally approximate 40 hours per week.~~

~~B.~~ Academic Assistants and Facilities Scientists shall be entitled to leaves with pay according to the following schedule. Academic Assistants and Facilities Scientists appointed at less than full time or for durations less than one year will be entitled to leaves with pay on a prorated basis. Use of paid time off must be requested in advance where possible and recorded when used in a location available to both the member of the bargaining unit and their supervisor. ~~Vacation and sick leave must be requested through the University system by the employee.~~ Leave not taken annually will be neither carried over nor ~~not be~~ compensated ~~upon separation from the University.~~

~~A1.~~ Vacation

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Effective on the appointment date and each anniversary date of such appointment thereafter, Academic Assistants and Facilities Scientists shall receive twenty-two (22) days maximum for vacation to be taken at a time mutually agreed to by the supervisor and the employee, ~~and consistent with business needs~~. There will be no accrual carry-over of vacation beyond the end date of a grant or employment contract ~~unless the grant permits carry over~~. ~~All other funding sources for Academic Assistants shall allow carry over of vacation time. Academic Assistants and Facilities Scientists may carry over no more than eight (8) unused vacation days in any year to a maximum of thirty (30) days in total. Unused vacation days shall be paid at each anniversary date.~~

### B2. Holidays

Legal holidays as enumerated below:

New Year's Day, Martin Luther King Day, Lincoln's Birthday, ~~Washington's Birthday~~ President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus/Indigenous Peoples Day, Veterans' Day, Thanksgiving Day, Christmas.

If a holiday falls on a day when ~~a person~~ an Academic Assistant or Facilities Scientist is expected to be on duty ~~and has been informed by their supervisor that they are required to work~~, ~~he/she they~~ the Academic Assistant or Facilities Scientist will earn a compensatory day off to be taken at a time mutually agreed to by the supervisor and the employee, ~~and consistent with business needs~~.

### C3. Sick Leave

Effective on the appointment date and each anniversary date of such appointment thereafter, Academic Assistants and Facilities Scientists shall receive paid sick leave for bona fide personal illness up to ~~twenty (20)~~ fifteen (15) work days annually. ~~An additional fifteen (15) work days will be available for FMLA caregiver leave only~~. Up to five (5) ten (10) of these additional days may be used during an FMLA-approved caregiver leave. Employees may be required to provide an acceptable medical certificate. There will be no ~~accruals~~ carry-over of sick leave beyond the end dates of a grant or employment contract.

### D4. Personal Leave

Effective August 23 of each year of the contract each Academic Assistant and Facilities Scientist 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.

## 13.7 Dismissal or Non-Renewal of a Multi-Year Appointment for Just Cause

(This section is applicable to non-probationary employees only):

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~~Consistent with Article 8, Maintenance of Procedures, in no case shall an investigation where the administration is considering discipline of a non-tenure track bargaining unit member, last for more than 30 calendar days, unless agree to by the UConn-AAUP, and the full report shall be transmitted to the UConn-AAUP, and the bargaining unit member, within 40 calendar days.~~

The parties wish to encourage open communication between administrators and non-tenure track employees ~~bargaining unit members of the bargaining unit~~ and agree that whenever possible, problems should be resolved informally before these procedures are initiated.

The parties agree that, except for serious misconduct, dismissal of a non-probationary ~~employee bargaining unit member of the bargaining unit~~ not in the tenure track or non-renewal of such an ~~employee bargaining unit member~~ following a multi-year appointment 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 merits.~~ The level of proof shall be a preponderance of the evidence. ~~Each instance of misconduct must be supported established judged with regard to determining what occurred by evidence on its own factual merits and cannot be based solely on evidence that the member of the bargaining unit engaged in other acts of misconduct.~~ The parties acknowledge that the principles of academic freedom as provided in Article 3 apply to tenure-track and non-tenure track faculty members.

A. Discipline, dismissal, and non-renewal of a multi-year appointment shall be for just cause such as:

i. Neglect of assigned responsibilities, incompetence, failure to meet continuing educational requirements, or to fulfill professional commitments;

ii. Insubordination or serious noncompliance with the University of Connecticut By-Laws (~~Revised August 5, 2015~~ as set forth in Article 8.3), the Code of Ethics for Public Officials (Chapter 10 of the Connecticut Statutes) ~~as implemented through University policy~~, or with University, State, or Federal Regulations governing research or NCAA Rules and Regulations;

iii. 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;

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 Article ~~[new article]~~ 13.4 above.

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B. Procedures to be followed for dismissal, demotion in rank and/or salary, or suspension without pay or non-renewal for just cause following a multiyear appointment.

i. The bargaining unit member shall receive in writing a statement of the reasons for the action being recommended.

ii. Within seven (7) calendar days of receiving the written statement (B.1), the bargaining unit member may request in writing a hearing before his/her their Dean, or Director ~~or other first supervisor outside the bargaining unit~~ or their designee, ~~at which the member may request the attendance of~~ with a UConn-AAUP representative present, should the bargaining unit member so desire. This hearing shall be held within fifteen (15) calendar days of the ~~employee bargaining unit member's~~ written request. The hearing officer shall issue a written recommendation following the hearing within fifteen (15) seven (7) calendar days.

iii. Within seven (7) calendar days of receiving the recommendation in B.2 above, the bargaining unit member shall have the right to submit a written appeal to the Provost or ~~other next level supervisor outside the bargaining unit or his/her their~~ designee, ~~who is not a member of the bargaining unit, and request a hearing may request a hearing with the Provost, who may designate a Vice Provost.~~ At such appellate hearing, the bargaining unit member shall have the right to be represented by the UConn-AAUP. The hearing officer shall issue a written recommendation following the hearing within fifteen (15) seven (7) calendar days. If the bargaining unit member does not appeal the recommendation in B.2, the recommended action shall take effect upon expiration of the seven (7) day appeal period.

iv. The decision of the Provost ~~or other next level supervisor~~ or designee to demote, suspend without pay or dismiss may be appealed to arbitration on the merits under Article 10 of this agreement.

C. A Dean ~~department head~~ or equivalent official not a member of the bargaining unit may issue written warnings and reprimands following discussion with the bargaining unit member, which member may request the attendance of an UConn-AAUP representative. ~~Following the same process, a Dean or equivalent official not a member of the bargaining unit may issue a written reprimand. A fact finding meeting will satisfy this discussion requirement.~~ Warnings, reprimands, and other less severe discipline shall be grievable through step B.3 above but shall not be grievable to arbitration. If a written warning or reprimand is issued, a copy shall be provided to the Dean or equivalent official.

### D. Immediate Suspension and Loss of Salary

i. If the University ~~Provost, Dean or more senior official~~ judges that the grounds for dismissal or discipline require the immediate suspension of the bargaining unit member, the suspension shall be with pay salary and benefits for which the employee is eligible under the applicable plans until the hearings described in B.2 and B.3 above have taken place, or the

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opportunity to have such hearings has been afforded to the ~~grievant faculty bargaining unit member~~, and only after discussion with the UConn-AAUP.

ii. In the event the discipline involves the loss of salary and benefits, ~~and the sole reason for the discipline is pursuant to Article 13.7.A.v.~~ and the decision is appealed to arbitration, the salary and ~~health and retirement~~ benefits for which the employee is eligible under the applicable plans shall not be withheld until after the arbitration decision or four (4) ~~six (6)~~ months from the initiation of the discipline at B.4, whichever is sooner. In the event the discipline is for ~~any other reason~~, serious misconduct (including job abandonment) ~~as agreed to by the parties~~, this provision is not applicable.

E. The procedures for discipline provided in this Article shall supersede any contrary provisions of the University By-Laws.

F. The parties agree that whenever the PTR Promotion and Reappointment (P&R) procedures are used for promotion and/or reappointment-for employees not in tenure track (e.g., 13.4) they should not be used to deal with issues of misconduct which are more appropriately dealt with under the disciplinary procedures. ~~However, discipline for misconduct which relates to the faculty member's duties in teaching, research/scholarship, and service, which has been issued pursuant to the procedures in this article and not subject to further appeal may be included or referenced in the PTR process at the level of the Dean or after.~~ In no case shall the outcome of the PTR ~~Promotion and Tenure~~ P&R process be construed as falling under this Article.

G. In investigations conducted by the University, UConn-AAUP and the a bargaining unit member will be provided with an update as to the status of the investigation upon request and shall receive notification of the closing of an investigation resulting in a finding of no violation of University policies within five (5) business days.

~~13.8 In cases where the non-probationary bargaining unit member claims that his/her procedural rights under 13.4 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.~~

*Numbering in this article will be corrected if paragraphs are added or deleted.*

Tentative Agreement

  
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UConn-AAUP

2/ 25 /2022  
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Date

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University of Connecticut

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Date