

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.

~~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 agreed to by the UConn AAUP, and the full report shall be transmitted to UConn AAUP, and the bargaining unit member, within 40 calendar days, unless circumstances require more time.~~

The parties agree that, except for serious misconduct ~~of any type described below~~, 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. The level of proof shall be preponderance of the evidence unless otherwise agreed to by the parties.~~ Each instance of misconduct must be established ~~supported~~ 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.

A. Discipline and dismissal for tenured or tenure-track faculty shall be for just cause such as:

i. neglect of assigned responsibilities, incompetence, failure to meet satisfactory standards of job performance, failure to meet continuing educational requirements, or to fulfill professional commitments;

ii. insubordination, serious misconduct, or non-compliance with University of Connecticut By-Laws (~~Revised August 5, 2015~~ as set forth in Article 8.3); noncompliance with the Code of Ethics for Public Officials (Chapter 10 of the Connecticut General Statutes) as implemented through University policy, or with University, State, or Federal regulations governing research;

iii. 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;

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.

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

i. The faculty member shall receive in writing a statement from the Dean's office of the reasons for the action being recommended.

ii. Within seven (7) calendar days of receiving the written statement (B.1), the faculty member may request ~~in writing~~ from the ~~Dean's office or their designee~~ a hearing with a ~~which may include a~~ UConn-AAUP representative present, should the faculty member so desire. ~~It shall be the obligation of the faculty member to contact the UConn-AAUP if they would like their involvement.~~ This hearing shall be held within fifteen (15) calendar days of the ~~employee's~~ faculty member's written request. The ~~hearing officer~~ Dean's Office shall issue a written recommendation following the hearing within ~~seven (7)~~ fifteen (15) calendar days.

iii. Within seven (7) calendar days of receiving the recommendation in B.2 above, the faculty member shall have the right to submit a written appeal to the Provost ~~and may request a hearing with the Provost, who may designate a vice provost.~~ At such appellate hearing, the faculty member shall have the right to be represented by the UConn-AAUP. The Provost's Office ~~hearing officer~~ shall issue a written decision following the appellate hearing. ~~If the faculty 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's Office ~~or their 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 or equivalent official not a member of the bargaining unit ~~department head or an equivalent official~~ may issue written warnings and reprimands following discussion with the bargaining unit member, which member may request the attendance of a UConn-AAUP representative. ~~Following the same process, a Dean or equivalent official not a member of the bargaining unit may issue a written reprimand. It shall be the obligation of the faculty member to contact the UConn-AAUP if they would like their involvement. A fact finding meeting will satisfy this discussion requirement.~~ Warnings, reprimands, and other less severe discipline shall be grievable through steps 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.~~

D. If the Provost ~~Dean~~ or more senior official ~~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 or the opportunity to have such a hearing has been afforded to the ~~grievant faculty member~~, and only after discussion with the UConn-AAUP. ~~If the Provost or more senior official 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 or the opportunity to have such a hearing has been afforded to the grievant, and only after discussion with the UConn-AAUP.~~

i. In the event the discipline is ~~solely~~ performance related, as defined in A.1 above, and involves the loss of or reduction in 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. In the event the discipline is for ~~any other reason~~

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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 the (~~“Promotion, Tenure and Reappointment”~~)(~~“PTR”~~) procedures 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 and after.~~ In no case shall the outcome of the PTR (~~promotion, tenure, or reappointment~~) process be construed as falling under this Article.

G. In investigations conducted by the University, ~~upon request~~ UConn-AAUP or 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.

Tentative Agreement



For UConn-AAUP

Date 2 / 17 / 22

For University of Connecticut

Date ___ / ___ / ___