

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, 2021 – June 30, 2025

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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, Assistant Research Professor, Associate Research Professor, Academic Assistants I, II, III, IV, V, Research Associate I, II, III, Research Assistant I, II, III, Extension Professor, Clinical Professor, Senior Cooperative Extension Educator, Senior Cooperative Extension Educator In Residence, Associate Extension Professor, Associate Clinical Professor, Cooperative Extension Educator, Cooperative Extension Educator In Residence, Assistant Extension Professor, Assistant Clinical Professor, Associate Cooperative Extension Educator, Associate Cooperative Extension Educator In Residence, Extension Instructor, Clinical Instructor, 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, Specialist I, II, III, IV, Adjunct Faculty, teaching courses for credit unless otherwise excluded, Facilities Scientist I, II, III, IV, V, Coach and Trainer excluding those classifications and titles listed below under EXCLUSIONS and all other supervisory, confidential, and managerial employees as defined in the Connecticut General Statutes Chapter 68 Section 5-270 (e) through Section 5-270 (g) 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 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, Provost, Vice Provost, Executive Vice President and Chief Financial Officer, Vice President, Chief of Staff, Deputy Chief of Staff, Associate and Assistant Vice Provost, Associate and Assistant Vice President, Dean, Associate Dean, Assistant Dean, Director, Associate Director, Assistant Director, University Staff Professionals I-VI, Faculty of the School of Medicine, Faculty of the School of Dental Medicine, Faculty of the School of Law, Graduate Assistants and 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, all confidential and managerial employees, and all other employees of the University.

2.2 The inclusion or exclusion in the 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 UConn-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 unit for the purpose of assuming confidential status shall be preceded by discussion with the UConn-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 By-Laws (as set forth in Article 8.3).

3.2 This article on academic freedom is a statement of intent and policy and is not subject to the Contractual Grievance Procedure. Discipline will not be used to restrain bargaining unit members in the exercise of academic freedom. Academic freedom can be used as a defense in any disciplinary proceeding.

ARTICLE 4

GOVERNANCE

4.1 Although the UConn-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 Provost of the University or their representatives. Upon request of the Senate, the Provost 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

5.1 The Board and the UConn-AAUP agree that no bargaining unit member shall be unlawfully discriminated against because of race, color, ethnicity, religious creed, sex, age, national origin, marital status, ancestry, sexual orientation, political belief, political affiliation, disability unrelated to ability to perform professionally, genetic information, physical or mental disabilities (including learning disabilities, intellectual disabilities, and past or present history of a mental illness), veteran status, prior conviction of a crime, workplace hazards to reproductive systems, gender identity or expression, or membership in other protected classes set forth in state or federal law that excludes an individual from participation, denies the individual the benefits or treat the individual differently, or otherwise adversely affects a term or condition of an individual's employment or participation in an employment-related University program or activity. Discrimination includes failing to provide reasonable accommodation, consistent with state and federal law, to persons with disabilities.

5.2 Neither the Board nor the UConn-AAUP shall discriminate against, intimidate, restrain, coerce, or interfere with any terms and conditions of employment of any bargaining unit member because of or with respect to their lawful union activities, including participation in a grievance, or in UConn-AAUP committees or bodies, or because they refrain from such UConn-AAUP activities or National AAUP membership. In addition, there shall be no discrimination against any bargaining unit member in the application of the terms of this Agreement because of membership or non-membership in the AAUP.

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 UConn-AAUP will cooperate in carrying out the University's diversity and affirmative action policy. Two (2) bargaining unit members nominated by the UConn-AAUP shall be appointed to the University Committee charged with advising the President and Provost on diversity issues, in the event such a committee is established, *e.g.* University Diversity Council (as such committee may be renamed).

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. The Board of Trustees shall have the right to direct the use of its resources and expenditure of the University's funds within the amounts available and shall establish tuition and fees 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 UConn-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 that all written policies and procedures impacting upon mandatory subjects of bargaining may be changed only by agreement of the Board of Trustees and the UConn-AAUP. In addition, the UConn-AAUP will be notified in advance of any proposed changes in written policies and procedures, which affect members of the bargaining unit.

8.2 In the event there is a proposal to amend any provision of the University By-Laws now in existence which directly impacts negotiable terms and conditions of employment of bargaining unit members, including the faculty grievance procedure in the By-Laws, such proposal will first be negotiated with the UConn-AAUP. The University will forward any proposed changes to the University By-Laws to the UConn-AAUP at the time they are made available to the public. Reasonable efforts will be made to provide greater notice to the UConn-AAUP where possible.

8.3 Where the University By-Laws are referenced in the collective bargaining agreement, it shall refer to the most current version of the By-Laws, as they may be amended from time to time.

8.4 Due process requires the University to protect members of the bargaining unit from discrimination, prejudice and distortion in their records pertaining to evaluation for promotion, tenure and any other University personnel matter.

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, upon request of one of the parties, 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. This provision shall not be construed as requiring either party to bargain during these meetings with respect to any non-mandatory subject of bargaining. The UConn-AAUP committee for this purpose shall consist of no more than

five (5) members of the bargaining unit. Agenda items shall be submitted by both parties at least one (1) week in advance.

9.2 In the event the UConn-AAUP wishes to discuss issues related to collective bargaining or non-contractual issues with the President, the UConn-AAUP will request such a meeting through the University official in charge of collective bargaining and provide an agenda of such meeting to that office at least one (1) week in advance of the meeting. Depending on the submitted agenda such meeting with the President or their designee shall be scheduled at a mutually agreeable time and place. Except by mutual agreement, such meetings shall not be held more than once during each school semester.

9.3 Nothing in this article restricts 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 University administrators and bargaining unit 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 of the bargaining unit 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. For the purpose of this Agreement, however, the parties agree that a complaint filed by a member of the bargaining unit with the University of Connecticut's Office of Institutional Equity or Office of University Compliance are internal investigatory procedures and the member of the bargaining unit shall retain all rights to proceed with the Article 10 grievance process.

10.4 Step 1

A. A member of the bargaining unit and/or a representative of the UConn-AAUP (if the member of the bargaining unit so desires) shall first discuss the problem with the University official against whom the member of the bargaining unit 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 UConn-AAUP in writing of the terms of the settlement.

B. If the matter is not satisfactorily adjusted within seven (7) calendar days, the member of the bargaining unit or the UConn-AAUP (if requested by the member of the bargaining unit) shall submit it in writing within fifteen (15) calendar days to the appropriate director or dean of the school or college or their designee for a satisfactory adjustment and provide a copy to the University official in charge of collective bargaining. If the grievance involves a member of the bargaining unit who is in Athletics, the grievance shall be submitted to the director of athletics. 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, Director of Athletics or designee will meet with the aggrieved member of the bargaining unit within fifteen (15) calendar days after receiving the formal grievance and will give their decision in writing to the aggrieved within seven (7) calendar days of such meeting.

10.5 Step 2

Failing satisfactory settlement within the above time limits, the aggrieved member of the bargaining unit may, within seven (7) calendar days, appeal in writing to the Provost's Office and provide a copy to the University official in charge of collective bargaining. The Provost or their designated vice provost, or designated vice president if the bargaining unit member is in a department or unit that does not report to the Provost, shall meet with the member of the bargaining unit and a UConn-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 UConn-AAUP within seven (7) calendar days of such meeting. The UConn-AAUP shall be notified and allowed to participate through Step 2. If the grievance involves a member of the bargaining unit in Athletics the appeal shall be made to the President's Office and heard by the President or their designated vice president or other designee upon mutual agreement of the parties, in accordance with the provisions of this paragraph.

10.6 Step 3

If the grievance has not been satisfactorily resolved at Step 2, the UConn-AAUP, upon request of the grievant, may proceed to arbitration. Notice of intent to proceed to arbitration must be filed with the Provost's Office (or in the case of a member of the bargaining unit who is in Athletics, with the President's Office) and to the University official in charge of collective bargaining for the University within fifteen (15) calendar days after receipt of the Step 2 decision and must be signed by the UConn-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 UConn-AAUP representative at any point during Step 3.

10.7 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 ten (10) calendar days of filing the notice. The rules of the American Arbitration Association shall govern the arbitration, unless alternative rules are mutually agreed to by the parties.

10.8 Authority of the Arbitrator

The arbitrator shall hear and decide only one (1) grievance in each case, except where the grievance involves the same grievant or there is a common nucleus of facts, and upon mutual agreement of the parties. 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.

10.9 Fees and expenses of the arbitrator shall be borne equally by the Board of Trustees and the UConn-AAUP.

10.10 General Provisions

A. Except for grievances arising under Article 25.5 (which shall be dealt with in accordance with Article 25.6), any grievance as defined above not presented for disposition in writing within thirty-seven (37) calendar 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 UConn-AAUP. Failure of the Administration to respond to any grievance during the time limits specified at any step shall allow the grievant or the UConn-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 UConn-AAUP.

B. No member of the bargaining unit may file for arbitration except with the approval and participation of the UConn-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 University business 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 of the bargaining unit, their appropriate UConn-AAUP representative(s), and qualified witnesses.

D. Matters of policy are not subject to the arbitration clause of the grievance procedure. This does not include terms and conditions of employment set forth in this Agreement.

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 Provost (or in the case of a member of the bargaining unit who is in Athletics, by the President) and the UConn-AAUP acting through its President.

F. The UConn-AAUP on behalf of a member of the bargaining unit, a group of members of the bargaining unit, or on behalf of itself may initiate any contractual grievance at Step 2 of the grievance procedure. If there is a dispute about the sufficiency of information to investigate a grievance, the University official in charge of collective bargaining and a representative of the UConn-AAUP shall promptly meet to discuss the situation and possible accommodation. Neither party shall unreasonably withhold information.

G. Grievances involving the University of Connecticut Board of Trustees' By-Laws (as set forth in Article 8.3) 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 Articles 13, 26, 27 and 37) and contractual grievances (which are grievable under Article 10), grievances arising out of the application or interpretation of the University of Connecticut By-Laws (as set forth in Article 8.3), and policies of the University, shall be brought through the faculty grievance procedures outlined in the University By-Laws (as set forth in Article 8.3) (“Faculty By-Laws Grievance Procedure”). Prior to the first step of the Faculty By-Laws Grievance Procedure, an informal conference shall be held between the faculty member who alleges they are aggrieved and the appropriate University administrator to discuss the alleged grievance. The faculty member, if they desire, may be accompanied by a representative of the UConn-AAUP. Grievances brought under the Faculty By-Laws Grievance Procedure shall be filed within thirty-seven (37) calendar days of the occurrence of the event or when the member knew or reasonably should have known of the event giving rise to the grievance. The grievance must be presented in writing and identify the provision of the University By-Laws or University policy allegedly violated.

11.2 Within seven (7) calendar days of the informal conference referenced in Paragraph 11.1 above, the University administrator shall provide in writing their answer to the faculty member. A copy of this answer shall be given to the UConn-AAUP.

11.3 If the faculty member still feels aggrieved, they may file within fifteen (15) calendar days of receipt of such answer a written grievance in conformity with the Faculty By-Laws Grievance Procedure. Settlements made under the Faculty By-Laws Grievance Procedure dealing with terms and conditions of employment shall be consistent with the provisions of this Agreement and shall be reported to the UConn-AAUP.

11.4 No bargaining unit member may pursue a grievance under Article 10 if the bargaining unit member also pursued, or is in the process of pursuing, a grievance under the Faculty By-Laws Grievance Procedure. No bargaining unit member may pursue a grievance under the Faculty By-Laws Grievance Procedure if the bargaining unit member also pursued, or is in the process of pursuing, a grievance under Article 10.

ARTICLE 12

PERSONNEL FILES

12.1 For the purposes of this article, personnel file shall mean any file that may be used in evaluating the performance or conduct of any member of the bargaining unit. The personnel file includes the Promotion, Tenure and Reappointment (“PTR”) file for tenured and tenure-track faculty and the Promotion and Reappointment (“P&R”) file for non-tenure track faculty, which may be maintained electronically or in hard copy, in the department, school or college, or by the Provost’s Office. The official personnel file is maintained centrally in the University’s Department of Human Resources and includes documents maintained in hard copy as well as documents which are now maintained by Human Resources in an electronic format.

12.2

A. Bargaining unit members are entitled to see any materials used to support personnel actions. In the presence of an appropriate staff member, which may include a representative of Human Resources, and at a time convenient to both parties, but not later than five (5) working days after the request is made by the bargaining unit member, a bargaining unit member shall have access to their personnel file or PTR/P&R files at all levels or be provided with an electronic version.

B. The only others who shall have access to such files are:

1. Administrators, Human Resources employees, and members of the bargaining unit on official business and;
2. UConn-AAUP representatives with the consent of the bargaining unit member.

C. The Administration shall maintain the privacy of personnel files consistent with this article and applicable law. In cases where there is a request for a personnel file which is not covered by applicable law, HR must provide notice to the bargaining unit member before releasing any information from the personnel files.

12.3 A bargaining unit member may at any time obtain a copy of material in their personnel files, for which the bargaining unit member may be charged at cost. If requested, copies shall be authenticated by an appropriate representative of the Administration.

12.4 No anonymous material shall be included in a personnel file.

12.5 A member of the bargaining unit may log the contents of their personnel file, listing items and dates, in the presence of a Human Resources employee. At the request of the member of the bargaining unit, their department head or designee may also be present. Both the employee and a representative of Human Resources, and the department head or designee if present, shall sign the log and retain a copy for their files. At the request of the member of the bargaining unit, and at a time mutually agreeable, a member may update the log. Similarly, a bargaining unit member may log or update a log of the contents of their PTR or P&R file in the presence of an

appropriate staff member. Completeness of the file shall be the responsibility of the member of the bargaining unit.

12.6 Each member of the bargaining unit shall be entitled to include in the appropriate file a rebuttal of any statement therein contained.

12.7 A member of the bargaining unit may petition the Dean of their school or college or other appropriate administrator to remove any materials from their personnel file which the member can prove is factually in error. The factual validity of materials included in the PTR/P&R file shall be subject to challenge solely within the PTR/P&R process itself.

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 tenure track 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 shall serve a one-year probationary period. In the event the probationary employee is dismissed before the end of their probationary period, they shall receive one month's notice or pay and 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 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.

1. Probationary employees shall receive fourteen (14) calendar days' notice;
2. After one (1) year of probationary employment, thirty (30) calendar days' notice;
3. After one (1) year of non-probationary employment: sixty (60) calendar days' notice;
4. After continuous non-probationary employment of three (3) or more years: one hundred twenty (120) calendar days' notice;
5. After receiving a multi-year contract: three hundred (300) calendar days' notice.

C. Prior to the end of the second year of this agreement, Human Resources shall conduct an audit of all members of the bargaining unit covered by this article to determine if any such bargaining unit members eligible for multi-year contracts have not received such contracts. 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 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 to discuss the matter and determine what action should be taken.

D. Unless otherwise specified in this Article, neither the dismissal of the bargaining unit-member during their probationary period nor the non-renewal of the bargaining unit member prior to receiving a multi-year appointment shall be grievable under any article of this agreement or under the University of Connecticut By-Laws (as set forth in Article 8.3). Dismissal or non-renewal of a bargaining unit member following successful completion of 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 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).

13.5 Notice of Termination

In the event of non-continuation of a program or bona fide fiscal constraints during the term of an employment contract, bargaining unit members not in tenure track positions shall be entitled to notice of termination or salary and 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. After one (1) year of non-probationary employment: ninety (90) calendar days' notice;
- D. After continuous non-probationary employment between two (2) and five (5) years: one hundred eighty (180) calendar days' notice;
- E. After receiving a multi-year contract: three hundred (300) calendar days' notice.

Dismissal for cause is not subject to the above schedule.

13.6 Academic Assistants and Facilities Scientists

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 (1) 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. Leave not taken annually will be neither carried over nor compensated.

A. Vacation

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. There will be no carry-over of vacation beyond the end date of a grant or employment contract

B. Holidays

Legal holidays as enumerated below:

New Year's Day, Martin Luther King Jr. 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 an Academic Assistant or Facilities Scientist is expected to be on duty 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.

C. 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 fifteen (15) work days annually. Up to ten (10) of these days may be used during an FMLA-approved caregiver leave. Employees may be required to provide an acceptable medical certificate. There will be no carry-over of sick leave beyond the end dates of a grant or employment contract.

D. Personal Leave

Effective August 23 of each year of the contract each Academic Assistant and Facilities Scientist shall be credited with one (1) 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):

The parties wish to encourage open communication between administrators and non-tenure track bargaining unit members 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 bargaining unit member not in the tenure track or non-renewal of such a bargaining unit member following a multi-year appointment should occur only as the final step in a progressive disciplinary system. The level of proof shall be a preponderance of the evidence. Each instance of misconduct must be established 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 members of the bargaining unit.

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

1. Neglect of assigned responsibilities, incompetence, failure to meet continuing educational requirements, or to fulfill professional commitments;
2. Insubordination or serious noncompliance with the University of Connecticut By-Laws (as set forth in Article 8.3), the Code of Ethics for Public Officials (Chapter 10 of the Connecticut Statutes), or with University, State, or Federal Regulations governing research or NCAA Rules and Regulations;
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 faculty, students, employees or others who are engaged with the University in its business or operations;
5. Repeated, documented failure to meet generally-accepted satisfactory standards of job performance based on written evaluations conducted in accordance with Article 30.5(B).

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.

1. The bargaining unit 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 (Step B.1), the bargaining unit member may request in writing a hearing before their Dean or Director or their designee, 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 bargaining unit member's written request. The hearing officer shall issue a written recommendation following the hearing within fifteen (15) calendar days.

3. Within seven (7) calendar days of receiving the recommendation in Step B.2 above, the bargaining unit member shall have the right to submit a written appeal to the Provost or their designee, who is not a member of the bargaining unit. 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) calendar days.

4. The decision of the Provost 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 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 a UConn-AAUP representative. Warnings, reprimands, and other less severe discipline shall be grievable through Step B.3 above but shall not be grievable to arbitration.

D. Immediate Suspension and Loss of Salary

1. If the University judges that the grounds for dismissal or discipline require the immediate suspension of the bargaining unit member, the suspension shall be with salary and benefits for which the member of the bargaining unit is eligible under the applicable plans until the hearings described in Steps B.2 and B.3 above have taken place, or the opportunity to have such hearings has been afforded to the bargaining unit member, and only after discussion with the UConn-AAUP.

2. In the event the discipline involves the loss of salary and benefits and the decision is appealed to arbitration, the salary and benefits for which the member of the bargaining unit is eligible under the applicable plans shall not be withheld until after the arbitration decision or four (4) months from the initiation of the discipline at Step B.4, whichever is sooner. In the event the discipline is for serious misconduct, 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 Promotion and Reappointment (P&R) procedures are used for promotion and/or reappointment for member of the bargaining unit not in tenure track 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 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.

ARTICLE 14

REDUCTION OF STAFF FOR DISCONTINUANCE OF PROGRAMS OR FOR 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 UConn-AAUP promptly.

A. At a time mutually agreeable to both parties, but in no case less than five (5) calendar days before presentation to the Board of Trustees, a meeting shall be held between the President of the University, the Provost, the appropriate Vice Presidents or Vice Provosts, and the UConn-AAUP or the purpose of reviewing the entire budgetary outlook of the University. The President, the Provost, and the appropriate Vice Presidents or Vice Provosts shall document the financial position of the University and its reasons for its declaration to the UConn-AAUP along with recommendations for alleviating the situation.

B. At that or a subsequent meeting, but prior to the meeting with the Board of Trustees, the UConn-AAUP may present to the Provost its own recommendations for resolving the exigency, in the hope that the recommendations given to the Board are the joint recommendations of the parties.

C. In the event that the Administration wishes to present to the Board of Trustees recommendations with which the UConn-AAUP does not concur, the UConn-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.

14.3 If the course of action adopted by the Board of Trustees requires discontinuation or consolidation of existing programs with the resultant elimination of faculty, the Provost, the appropriate Vice Presidents or Vice Provosts, the UConn-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 Provost. 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 they are suitably qualified, to another unit of higher education.

14.4 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, non-tenured 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 length of service of the affected faculty; and 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, including at the regional campuses.

14.5 The following procedure shall govern the case of any faculty member whose termination is recommended to the Provost:

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 the University of Connecticut By-Laws (as set forth in Article 8.3).

14.6 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.

14.7 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.

14.8

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, they 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 their period of notice up to \$2,000 for reimbursement for fees charged by professional placement or occupational counseling services.

D. A tenured faculty member who has received notice of layoff shall be entitled during their period of notice and recall to reimbursement for coursework for up to \$2,000 per semester.

14.9 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 exigency, 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.

14.10 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 due to a vacancy, the Dean shall ask the department to form a search committee. A majority of the committee must be elected by members of the department. Voting eligibility shall be determined by departmental by-laws. The elected members of the search committee shall be no more than seven (7) and no fewer than three (3) department faculty members, unless agreed to by the Dean and a majority of the votes cast by eligible Department members. The following criteria shall apply:

A. An election will be conducted entirely within the department to determine the majority of the members of the committee.

B. Once the committee majority has been elected by the department, the Dean may appointment additional members of the bargaining unit that can constitute at most a minority of the committee.

C. Committee members that are external to the bargaining unit may be added by agreement between the Dean and a majority of the votes cast by eligible department members.

D. The elected majority shall elect a committee chair.

E. No candidate will be appointed Department Head who is not recommended by the search committee.

15.2 The term of appointment for a department head shall be up to five (5) years. 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. If the Dean has decided not to reappoint a department head to another term, the review may be waived by the Dean. When conducting a review, the Dean shall attempt to obtain input from all of the members of the bargaining unit. 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 each term.

15.3 A department head shall not serve more than two (2) consecutive terms unless the majority of the members of their department eligible to vote under the department by-laws approves a maximum third consecutive term.

15.4 Department Heads shall be appointed for ten (10) months, rather than the ordinary faculty appointment of nine (9) months. After service as Department Head, the appointment shall return to nine (9) months and their salary shall be reduced to its equivalent nine (9) month level. Department Heads may be removed by the Dean after following the process described in Paragraph 15.2 above or through the contractual discipline process.

ARTICLE 16

UCONN-AAUP RIGHTS

16.1 The UConn-AAUP may make recommendations to the Board of Trustees and/or Administration concerning the governance of the University and on the request of the UConn-AAUP, the President, at the December and March meetings of the Board, shall transmit such recommendations to the Board of Trustees for consideration.

16.2 To the extent that it is available, and within reasonable time limits, the Administration shall supply, upon request, information needed for collective bargaining, including information related to a grievance, to the UConn-AAUP. In a similar way the UConn-AAUP will provide information to the Administration.

16.3 The Administration shall notify the UConn-AAUP at least monthly of changes in the status of members of the bargaining unit.

16.4 The UConn-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 UConn-AAUP.

16.5 The Administration shall post on a University website a copy of this Agreement within thirty (30) days after approval by the Legislature. The Administration shall publish this agreement in a mutually acceptable format and distribute a link to an electronic version to each member of the bargaining unit. The Administration also shall print one thousand (1000) copies of this Agreement (500 for the Administration and 500 for the UConn-AAUP) in a mutually acceptable format, for which the parties will share equally in the cost of publication.

16.6 Participation in representational activities by officials of the UConn-AAUP shall be considered professional service. The UConn-AAUP shall supply the University official in charge of collective bargaining with a list of such officials.

16.7 Workload Reduction for UConn-AAUP Representatives

A. The Administration agrees that up to five (5) bargaining unit members designated by the UConn-AAUP will be given a reduction in workload.

B. For teaching bargaining unit members, the workload reduction will be one (1) course per semester, unless the faculty member agrees otherwise. If agreed upon, the reduction may occur in a different semester.

C. For non-teaching bargaining unit members, the workload reduction will be the equivalent of one (1) course and will be negotiated with the appropriate Dean or Director.

D. The five (5) UConn-AAUP representatives shall be released from no more than one course per semester or the equivalent thereof.

16.8 Upon election/selection of the five (5) UConn-AAUP representatives eligible for release time as set forth in Paragraph 16.7, but in no case later than ninety (90) calendar days prior to the start of the relevant semester, the UConn-AAUP will provide the University official in charge of collective bargaining a list of individuals who will receive the workload reduction.

16.9 In the event of disagreement concerning release time as set forth in Paragraph 16.7, the UConn-AAUP Executive Director and the University official in charge of collective bargaining will meet to resolve the issue. In the event no agreement is reached within thirty (30) calendar days prior to the start of the relevant semester, the parties shall present their positions to the Provost of the University, whose decision shall be final. If the bargaining unit member is in Athletics, the parties shall present their positions to the President, or other designee upon mutual agreement of the parties, whose decision shall be final.

ARTICLE 17

UConn-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.

17.2 Within thirty (30) days of approval of the contract by the legislature and as instructed by UConn-AAUP during the life of the contract, the University shall deduct UConn-AAUP dues bi-weekly from the gross paycheck of each person who provides UConn-AAUP with authorization to receive such deduction. UConn-AAUP shall provide to the University's payroll office, a digital list of all members of the bargaining unit who have authorized dues deduction in a format dictated by the University. UConn-AAUP shall provide a report of dues deduction changes including any "starts and stops" as they occur. By providing such list, UConn-AAUP certifies that each UConn-AAUP member has knowingly and willfully consented to the payroll deduction. Within 10 business days of receipt, UConn-AAUP shall notify the University's payroll office, in writing, of any revocations of said authorizations and the effective date of the same.

17.3 A. The parties recognize that the authorization of UConn-AAUP to receive payroll deductions is an agreement solely between UConn-AAUP and its members which the member may revoke consistent with UConn-AAUP's membership rules. UConn-AAUP shall provide to the University the current Dues Deduction Authorization language. Should this language change, UConn-AAUP will provide the University with an updated version within ten (10) business days.

B. Should a bargaining unit member approach the University or its agents seeking to terminate or modify their contractual relationship with UConn-AAUP, that bargaining unit member will be directed to communicate such intent directly with UConn-AAUP. If the University is informed of a dispute between a bargaining unit member and UConn-AAUP concerning the obligation to withhold dues, it may invoke Paragraph 17.4.

17.4 Upon request from the University, UConn-AAUP shall provide legally sufficient proof of the authorization to collect dues through the payroll deduction to the University for any member of the bargaining unit who disputes said authorization. If the requested proof of authorization is not provided within seven (7) calendar days of the request, the University will cease withholding union dues for that bargaining unit member during the next available full payroll period. Upon request, the University may request a dues reconciliation not more than twice per contract year.

17.5 The amount of dues deducted under this article shall be remitted to the Treasurer of the UConn-AAUP as soon as practicable after the pay period of the members of the bargaining unit for whom any such deduction is made.

17.6 No payroll deduction of dues 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 UConn-AAUP shall be notified when such a situation exists.

17.7 The University shall continue its practice of payroll deductions as authorized by members of the bargaining unit for purposes in addition to payment of UConn-AAUP dues provided any such payroll deduction has been approved by the state in advance. Authorization for such deduction by the bargaining unit member shall be provided in writing by UConn-AAUP to the University's payroll office consistent with process outlined in Paragraph 17.2 above.

17.8 In the event any agency or court orders the University to rebate to member of the bargaining unit dues or other deductions or awards any damages, the UConn-AAUP agrees to hold the University harmless by returning the dues or other deductions 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 UConn-AAUP 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 there under shall be defended by UConn-AAUP.

17.9 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 fundraising drives sponsored by the University of Connecticut Foundation.

17.10 All new members of the bargaining unit shall be required to attend a University-sponsored orientation program. UConn-AAUP shall be allocated meeting time scheduled during new faculty orientation and bi-weekly new employee orientation, which the member of the bargaining unit shall have the option to attend. The Union will provide all new bargaining unit members with copies of this Agreement.

ARTICLE 18

LONGEVITY

18.1 Longevity payments are based on a member of the bargaining unit's title and appointment term, as well as a member of the bargaining unit length of service for purposes of 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. A chart of titles, years of service, and longevity amounts is appended to this Agreement as Appendix A.

18.2 No member of the bargaining unit first hired on or after July 1, 2011 shall be entitled to a longevity payment; provided, however, any individual hired on or after said date who shall have military service which would count toward longevity under current rules shall be entitled to longevity if that individual obtains the requisite service in the future.

ARTICLE 19

SALARY AND BENEFITS

19.1 Permanent members of the bargaining unit who are half time or more, but not full time, shall receive a prorated share of all salary and fringe benefits.

A. Salary

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

1. As soon as practicable following General Assembly approval of this agreement, those members of the bargaining unit whose performance is satisfactory shall receive a 2.5% general wage increase (GWI) retroactive to August 23, 2021.

As soon as practicable following General Assembly approval of this agreement, those members of the bargaining unit whose performance is satisfactory shall receive a 2.0% one-time performance-based award retroactive to August 23, 2021.

2. Effective August 23, 2022, those members of the bargaining unit whose performance is satisfactory shall receive a 2.5% general wage increase (GWI). This shall be increased no more than 1.0% to equal the percentage increase in the Consumer Price Index (CPI-U) between April 2021 and April 2022, should that exceed 2.5%, but in no case will the GWI be more than 3.5%.

Effective August 23, 2022, a merit pool shall be established comprised of 2.0% of the combined salaries of members of the unit as of December 31, 2021, and will be distributed in accordance with the procedures outlined in Article 25. In accordance with the adjustment to the GWI according to the CPI-U noted above, the merit pool shall be adjusted so that the total of the GWI and merit pool shall not exceed 4.5% in the aggregate, nor shall the merit pool be less than 1.0%.

3. Effective August 23, 2023, those members of the bargaining unit whose performance is satisfactory shall receive a 2.5% general wage increase (GWI). This shall be increased no more than .5% to equal the percentage increase in the Consumer Price Index (CPI-U) between April 2022 and April 2023, should that exceed 2.5%, but in no case will the GWI be less than 2.5% nor more than 3%.

Effective August 23, 2023, a merit pool shall be established comprised of 2.0% of the combined salaries of members of the unit as of December 31, 2022, and will be distributed in accordance with the procedures outlined in Article 25. In accordance with the adjustment to the GWI according to the CPI-U noted above, the merit pool shall be adjusted so that the total of the GWI and merit pool shall not exceed 4.5% in the aggregate, nor shall the merit pool be less than 1.5%.

B. One-Time Payment

1. As soon as practicable following general assembly approval of this agreement, all full-time bargaining unit members on the payroll on March 31, 2022 shall receive a \$2,500 one-time pensionable payment, not added to base salary. All part-time bargaining unit members on the payroll on March 31, 2022, excluding adjuncts, shall receive a pro-rata amount of the \$2,500 one-time pensionable payment, not added to base salary.

For adjuncts employed during between Summer 2021 and Spring 2022, the following pensionable one-time payments not added to base salary will apply:

Multi-year appointments - \$1,250

At least 6 credits - \$625

Less than 6 credits - \$313

2. Effective July 15, 2022, all full-time bargaining unit members shall receive a \$1,000 one-time pensionable payment, not added to base salary. All part-time bargaining unit members, excluding adjuncts, shall receive a pro-rata amount of the \$1,000 one-time pensionable payment, not added to base salary.

For adjuncts employed between Summer 2021 and Spring 2022, the following pensionable one-time payments not added to base salary will apply:

Multi-year appointments - \$500

At least 6 credits - \$250

Less than 6 credits - \$125

3. The total one-time payment received by a bargaining unit member from all University and/or State of Connecticut employment in a fiscal year may not exceed the amount of the one-time payment for a full-time member of the bargaining unit.

19.2 Research Assistants and Research Associates

Research Assistants and Research Associates shall receive the following increment increase in lieu of a merit award provided under this Agreement. The amount shall be added to the base salary of each bargaining unit member 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 23, 2022, the merit increment of each Research Assistant and Research Associate in the bargaining unit shall be calculated as the percentage increase accorded to merit in Article 19.1(A)(2), less any portion of the merit pool reserved for the Provost and Deans, as per Article 25.

Effective August 23, 2023, the merit increment of each Research Assistant and Research Associate in the bargaining unit shall be calculated as the percentage increase accorded to merit in Article 19.1(A)(3), less any portion of the merit pool reserved for the Provost and Deans, as per Article 25.

19.3 Promotions in Rank

A. The University shall allocate \$100,000 annually for promotional increases; the balance of promotional increases shall be funded from the merit pool before any divisions of the merit pool permitted under Article 25 are made. In years where there is no merit pool, promotional increases shall nevertheless be paid.

B. The amounts for promotions in rank for the 2021-2025 contract shall be as follows:

For promotions effective August 23, 2021:

Instructor	\$900
Assistant Professor	\$1,500
Associate Professor	\$3,000
Professor	\$4,500

For promotions effective August 23, 2022:

Instructor	\$1,000
Assistant Professor	\$1,750
Associate Professor	\$3,300
Professor	\$4,850

For promotions effective August 23, 2023 and 2024:

Instructor	\$1,200
Assistant Professor	\$1,750
Associate Professor	\$3,500
Professor	\$5,500

C. Promotion increases shall be applied after all other increases are awarded.

19.4 Satisfactory Evaluation

Performance evaluation of members of the bargaining unit shall be in conformance with Article 30.5(B).

19.5 Salary Minima

A. The salary minima for associate professor and professor ranks shall be no less than the lowest salary in each rank in the previous academic year. Any proposed exceptions shall be discussed with UConn-AAUP as is current practice.

B. The determination of whether a bargaining unit member's salary must be adjusted to meet the salary minima for their rank shall be made after all salary increases are applied.

19.6 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 bargaining unit member's death while their child is enrolled, the waiver shall continue through completion of the undergraduate degree and in no case more than a total of five (5) academic years. In the event the bargaining unit member is separated from employment with the University for any other reason, the waiver shall cease upon the completion of the current semester, unless the University determines special circumstances warrant otherwise, after discussion with UConn-AAUP. Dependent child means the bargaining unit member's biological child; the member's stepchild, who is the biological or adopted child of the member's spouse; or the member's legally adopted child.

2. 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 pre-register.

B. Tuition Reimbursement

A sum of \$40,000 shall be allocated each year of the agreement for tuition reimbursement, which shall be distributed according to existing guidelines. Applications for tuition reimbursement may not be made more than sixty (60) days prior to the start of the class for which reimbursement is requested.

C. 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.

D. Group Life Insurance

Group life insurance shall be available to bargaining unit members at the same rate and coverage limits as provided to non-bargaining 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 their designee.

2. The mileage reimbursement rate shall be adjusted annually in accordance with federal guidelines.

F. Professional Development Fund

1. A fund is established for professional development each year of the contract. The individual benefit focus of the Professional Development Fund shall not be altered; however, the parties recognize that up to 5% of the fund is intended to complement University sponsored professional development programs for department heads. The UConn-AAUP will be notified of professional development program expenditures for department heads.

2. The fund shall be as follows:

FY 2022	\$910,000
FY 2023	\$1,000,000
FY 2024	\$1,000,000
FY 2025	\$1,000,000

Unused funds will be rolled into the next fiscal year. On July 1, 2022, any unused funds carried over from prior fiscal years will be added to the above amounts in equal distribution across fiscal years 2023, 2024 and 2025.

3. Annually, each eligible full-time faculty member shall, upon request, receive up to \$2,200 from the Professional Development Fund for any academic-related travel expenses (airfare, lodging, conference registration fees, per diem, etc.), in accordance with the following: 1) the faculty member has no available funding in individual accounts which may be spent on professional development or grant funds available to such faculty member and 2) so long as such funds are available. Such travel expenses shall require prior approval of the faculty member's department or unit head.

4. The parties acknowledge that the Professional Development Fund is especially beneficial to junior bargaining unit members. Consequently, the parties agree that each year, 30% of the fund shall be available only to members of the bargaining unit whose terminal degrees have been earned within the past seven (7) years. In the event that the full amount of this 30% has not been requested by the junior bargaining unit members by February 1 of the relevant fiscal year, the unrequested balance shall revert to the general Professional Development Fund for that fiscal year.

5. This provision does not limit the University from providing additional professional development assistance or travel reimbursement to bargaining unit members at its discretion.

G. Disability Pay

In that all Alternate 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. To the extent a bargaining unit member is eligible under the Faculty Medical Leave Guidelines (Appendix B) to receive a disability insurance supplement, the University shall supplement the disability insurance such that

the bargaining unit member's bi-weekly gross pay (pay plus disability benefit and supplement) while receiving the supplement equals the bi-weekly gross pay the bargaining unit member would have received if they were fully employed less the ARP contribution being paid by the disability carrier on behalf of the bargaining unit member.

H. Child Care

A pool of \$190,000 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.

I. Family/Medical Leave

1. Eligibility for family and/or medical leave and pay, if any, during a family and/or medical leave will be determined in accordance with federal and/or state medical leave laws, University By-Laws, and Appendix B of this contract, where applicable.

2. During the period of an unpaid family and/or medical leave, the University will pay for the employer's share of the bargaining unit member's individual health insurance benefits.

3. Tenure-track faculty members taking a qualified family and/or medical leave or who experience a qualifying major life event as defined in federal and/or state family and/or medical leave laws, prior to their mandatory tenure evaluation year, will receive an automatic one (1) year extension of the tenure clock.

The tenure clock will be stopped no more than twice. Exceptions to this may be granted at the discretion of the Provost.

J. Voluntary Leave

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

19.7 Adjunct Faculty Compensation

For Adjunct Faculty, the minimum remuneration shall be at the following rates:

Effective August 23, 2022	\$1,888 per credit
Effective August 23, 2023	\$1,973 per credit

For adjuncts with more than two (2) academic years (four (4) semesters) of continuous employment, the minimum remuneration shall exceed the amount above by the following percentage each year of the agreement: 2%.

For adjuncts with more than six (6) academic years (twelve (12) semesters) of continuous employment, the minimum remuneration shall exceed the amount above by the following percentage each year of the agreement: 3%.

19.8 Provost Fund

A. Each year of the contract a General Fund pool shall be allocated to the Provost for making increases in base salary as they see fit in order to retain bargaining unit members in the face of market competition, to address other salary disparities including but not limited to salary compression and inversion taking into account performance and merit, to make equity adjustments, or recognize special achievement. Bargaining unit members may also apply for such increases on the basis of salary disparity, including equity, compression and inversion. Neither the allocation of the fund, nor the individual awards made under it are grievable or arbitrable in any way.

1. The pools for each year of this agreement shall be as follows:

FY 2022	\$300,000
FY 2023	\$350,000
FY 2024	\$350,000
FY 2025	\$350,000

2. For FY 2023 through FY 2025, an additional \$500,000 will be added to the Provost Fund each year and will be reserved solely to address salary disparities, including, but not limited to, compression and inversion, and to make equity adjustments. This reserved funding cannot be used to fund retention in response to competitive offers.

B. Procedures

1. Immediately prior to the beginning of the academic year, the Provost shall publish standards and expectations for that portion which is to be directed toward special achievement at the next distribution.

a. The Provost will solicit recommendations from the Deans for members of the bargaining unit to receive awards from the Provost Fund for special achievement. The Deans' recommendations are not binding upon the Provost and in no way limit the Provost's discretion to allocate or award the Provost Fund.

2. Immediately prior to the beginning of the academic year, the Provost shall publish procedures for members of the bargaining unit to apply for increases to salary from the Provost Fund at the next distribution.

a. These procedures will be posted on the Provost's website.

b. These procedures will include to whom a member of the bargaining unit seeking an increase must make their request, the time period during which the request must be made, and the manner in which the request should be made (including required documentation, if any).

c. These procedures will provide that each application will be reviewed at the level of at least the Dean or their designee.

3. A member of the bargaining unit who has applied for an increase from the Provost Fund in accordance with the published procedures shall be notified of the outcome of their application prior to the increase, if any, appearing in their paycheck. For a member of the bargaining unit receiving a salary increase supported in whole or in part by the Provost Fund, this requirement may be satisfied by a letter stating the member's new salary.

C. The University will provide the UConn-AAUP with a list of employees who receive the increases from these sources along with the reasons in each instance.

19.9 Compensatory Time for Non-Exempt Employees:

Compensatory time for non-exempt employees shall be afforded in accordance with the Federal Fair Labor Standards Act (FLSA) as summarized in the following guidelines:

A. Compensatory time shall be afforded at the rate of one and one-half hours for each hour for which overtime compensation is required by FLSA.

B. When an employee's compensatory time earned reaches a total of 240 hours the employee shall be paid for additional compensatory hours earned.

C. Use of compensatory time must be requested in advance and taken at a time mutually agreeable to the supervisor and the employee, consistent with business needs.

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 UConn-AAUP agree in writing to waive these minimum terms. Agreements and understandings between members of the unit and the Board which exceed the minimum terms of this agreement, must be in writing and approved by the Dean, or equivalent official in units that do not have a Dean.

ARTICLE 21

CONTINUATION OF SERVICES

The UConn-AAUP and the Board agree that any differences between them arising under this agreement shall be settled by the means provided in this agreement. The UConn-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, where the faculty members are not part of a union, the faculty members of such educational institution shall accrete to, and become members of, the bargaining unit, to the extent permitted by law. 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 these new bargaining unit 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 UConn-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 or contract-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 (4) weeks' notice. The normal University workweek will apply with provision for compensatory time in accordance with mutually agreed upon guidelines.

24.1 Annual Salary Adjustments

Research Assistants and Research Associates shall receive the percentage merit specified under Article 19 of this agreement.

24.2 Benefits

A. Full-time Research Assistants and Research Associates shall be entitled to leaves with pay according to the following schedule. Research Assistants and Research Associates appointed at less than full time or for durations less than one (1) year will be entitled to leaves with pay on a pro-rated basis. Vacation and sick leave 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. Leave not taken annually will be neither carried over nor compensated.

1. Vacation Leave

Effective on the appointment date and each anniversary date of such appointment thereafter, Research Assistants and Research Associates shall be credited with a maximum of twenty-two (22) vacation days annually. Vacation will be taken at a time mutually agreed to by the supervisor and the employee. There will be no carry-over of vacation beyond the end date of a funding grant, funding contract, or employment contract.

2. Holidays

Legal Holidays as enumerated below:

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

If a holiday falls on a day when a Research Assistant or Research Associate is expected to be on duty, they will earn a compensatory day off to be taken at a time mutually agreed to by the supervisor and the employee.

3. Sick Leave

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

4. Personal Leave

Effective August 23 of each year of the contract each Research Assistant and Research Associate shall be credited with one (1) 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.

B.

1. 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.

2. 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 laid off prior to the end-date of their appointment.

A. In cases where employees supported by grant funds and contracts receive less than thirty (30) calendar days' notice of layoff from their supervisors, such employees shall be eligible for a prorated cash payment for the portion of the thirty (30) calendar 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 Written Warnings and Reprimands

A. Supervisors may issue written warnings following discussion with the bargaining unit member, who may request attendance of a UConn-AAUP representative.

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 member of the bargaining unit may 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. The department head, director or equivalent official shall issue a written response to the appeal within ten (10) calendar days.

D. Within seven (7) calendar days of receipt of the response in B, the member of the bargaining unit may appeal the decision to the appropriate Dean or Director. The Dean or Director's office, shall issue a written response to the appeal within ten (10) calendar days.

E. The decision of the Dean or Director is final and may not be appealed to arbitration on substantive or procedural grounds.

24.5 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 during the term of the contract of a Research Assistant or Research Associate shall follow the procedure outlined below:

A. The Research Assistant or Research Associate 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 Research Assistant or Research Associate 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 Research Assistant or Research Associate may appeal the decision to the appropriate Dean, Director, or Provost. The Dean, Director or Provost's Office will issue a written decision within fifteen (15) calendar days.

D. The decision of the Dean, Director, or Provost's Office 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 Provost's decision in (24.5.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 fifteen (15) calendar days of receiving the Dean, Director, or Provost's decision in (24.5.D) above.

F. Composition of the Internal Disciplinary Review Panel for Research Assistants and Research Associates:

The UConn-AAUP shall select one (1) person from within the bargaining unit. The Administration shall select one (1) 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 and/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 bargaining unit member, they shall either reduce or rescind the disciplinary action or remand the decision to correct any procedural deficiencies. 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.

24.6 Reclassification Process

A. Requests for reclassification (promotion) may be made by either the Principle Investigator (PI) or the Research Assistant or Research Associate and forwarded through the Human Resources department when:

1. The incumbent meets the minimum education and experience requirements of the next level as identified in the criteria listed on the Human Resources webpage. UConn-AAUP will be notified of any changes to the criteria; and
2. When assigned job duties meet the description of the next level.

The method of classification analysis shall be a job audit performed by specialists in the Department of Human Resources.

B. Human Resources shall supply the reclassification application within one (1) week after receiving a written request for reclassification. The Research Assistant/Associate will complete the application and return it to Human Resources together with a copy of their curriculum vitae (CV). The PI, Department Head, and/or Dean/Director will confirm the information on the application, and the application shall be returned to Human Resources.

C. Except in unusual circumstances, within four (4) weeks following receipt of the application, Human Resources will complete its audit. The employee and the PI will be notified in writing of the audit results. In no case shall the delay be more than ninety (90) days from the submission date of the application. Audit results shall not be grievable.

D. If the audit process reveals that an existing higher-level job classification is appropriate, the effective date of the reclassification shall be no more than ninety (90) days from the submission date of the application. The Research Assistant/Associate will have their salary increased by 2% or \$1500, whichever is less.

27.7 Probationary Period for Research Assistants and Research Associates

A. New Research Assistants and Research Associates shall serve a probationary period during their first appointment of not less than six (6) months. In the event a probationary employee is dismissed before the end of their probationary period, they shall receive two (2) weeks' notice or pay and benefits for which they are eligible under the applicable plans in lieu thereof.

B. In no case shall the dismissal of a Research Assistant or Research Associate during their probationary period or the non-renewal of a Research Assistant or Research Associate at the end of their appointment be grievable under any article of this agreement.

ARTICLE 25

MERIT

Merit is for the recognition of noteworthy contributions to one's department, school, campus 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 This article does NOT refer to Research Assistants or Research Associates paid from grant funds or contracts or to members of the bargaining unit employed in the division of Athletics.

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

A. The Provost shall establish a contingency fund and shall distribute the remainder of the merit pool at their discretion among the Deans of the schools and colleges and to leadership for units with reporting lines outside of a school or college.

B. The Dean of a school or college shall establish a contingency fund from the merit pool allotted to their school or college by the Provost. The remainder of the merit pool, excluding an amount for department heads' merit and an amount for bargaining unit members not affiliated with an academic department, shall be distributed at the discretion of the Dean among the departments. The Dean shall reserve an amount from the departments' merit pool equal to the merit associated with the department heads' payroll and the payroll of bargaining unit members not affiliated with an academic department. Prior to the beginning of the academic year, the Dean will publish their merit criteria to faculty and for Department Heads within their school.

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

D. Consistent with the procedures outlined in Article 30, 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 non-departmentalized schools equivalent arrangements shall be established by Deans and faculty members. By means of a procedure approved by a majority of the faculty, departments (and their equivalents in non-departmentalized schools) 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 their consideration in determining the Department Head's merit award. 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 members of the bargaining unit 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.

E. In determining the merit awards for Department Heads, Deans shall consider any department merit criteria for eligible faculty in evaluating the Department Head's contributions in discipline specific areas.

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

G. Prior to the Department Head making a recommendation to the Dean, the Department Head shall inform each bargaining unit member of the merit recommendation for that bargaining unit member. A bargaining unit member has seven (7) calendar days from receipt of the Department Head's recommendation to request a meeting with the Department Head to discuss their merit recommendation. The Department Head shall inform each bargaining unit member when their merit recommendation is submitted to the Dean. The bargaining unit 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.

H. On forms provided by the Provost, 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. If a merit award is recommended, it shall be no less than \$500.

I. Prior to the Dean making a recommendation to the Provost, the Dean shall inform each bargaining unit member of their merit recommendation if it differs from the department head's recommendation.

J. A Department Head or bargaining unit member not affiliated with an academic department, or Director of non-departmental schools, has seven (7) calendar days from receipt of the Dean's recommendation to request a meeting with the Dean to discuss their merit recommendation.

K. The Dean shall review the recommendations of the Department Head and the departmental advisory committee, if any. The Dean shall forward their own recommendations to the Provost together with the recommendations of the Department Head and the departmental advisory committee, if any.

L. Within two weeks of making their recommendations to the Provost, the office of the Dean shall compile and make available to the departments an abstract of merit recommendations. Similarly, the Dean shall compile and make available to department heads an abstract of merit recommendations for the department heads. Such an abstract will give the number of people receiving a given range of award within the school and/or no award.

M. Departments and interdisciplinary units employing jointly appointed bargaining unit members shall agree upon a merit process for such faculty. The home department shall administer the merit award process and use its own merit criteria. The department will treat contributions towards interdisciplinary scholarship and creative work, the teaching of courses for the home and interdisciplinary unit, and service to the department and interdisciplinary unit according to criteria determined by the department and interdisciplinary unit. The Directors of Institutes and other interdisciplinary units shall advise the home department and department heads of the faculty member's performance in their interdisciplinary field, including the significance of the faculty member's publications within interdisciplinary fields. A designee of the Provost shall establish merit procedures for Institute and Center Directors, and notify them of said procedures at the time of appointment.

25.3 The University will provide UConn-AAUP a list of merit awards by fund and by individual on or before October 1 of the year in which it was awarded.

25.4 Merit awards shall be communicated to the bargaining unit member via the University email system prior to the increase appearing in their paycheck.

25.5 Judgments and decisions of the Provost which result in decrease of more than 35% in the Department Head's recommendations or the Dean's recommendation for department heads 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 Provost, one member of the bargaining unit chosen by UConn-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 what 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 University Official in charge of collective bargaining within fourteen (14) calendar days of the receipt of the Provost's letter notifying the employee of their merit awards.

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, (as set forth in Article 8.3). Employees may be required to provide an acceptable medical certificate.

B. There shall be no carry-over of sick leave or vacations 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, during the term of an employment contract, temporary employees shall be entitled to notice of termination or pay and benefits for which they are eligible under the applicable plans in lieu thereof according to the following schedule:

1. 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.

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

3. 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 may issue written warnings following discussion with the bargaining unit member, who may request attendance of a UConn-AAUP representative.

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 bargaining unit member may 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. The department head or equivalent official shall issue a written response to the appeal within ten (10) calendar days.

D. Within seven (7) calendar days of receipt of the response in B, the bargaining unit member may appeal the decision to the appropriate Dean or Director. The Dean or Director's office shall issue a written response to the appeal within ten (10) calendar days.

E. The decision of the Dean or Director's office is final and may not be appealed to arbitration on substantive or procedural grounds.

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 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 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 bargaining unit member may appeal the decision to the appropriate Dean, Director, or Provost. The Dean, Director, or Provost's Office will issue a written decision within fifteen (15) calendar days.

D. The decision of the Dean, Director, or Provost's Office, is final and may be appealed to arbitration on procedural grounds only.

26.6 Notice of Non-Renewal

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

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

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

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

1. 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 member of the bargaining unit shall not be deemed to have a break in service if: no course is available, the adjunct bargaining unit member's assigned course is assigned to a full-time member of the bargaining unit, or if the bargaining unit member is replaced as designated in Article 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.

2. 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 member of the

bargaining unit shall not be deemed to have a break in service if: no course is available, the adjunct faculty member's assigned course is assigned to a full-time member of the bargaining unit, or if the bargaining unit member is replaced as designated in Article 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.

3. Commencing the first multi-year contract, all subsequent contracts shall be for at least three (3) years.

4. 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 member's assigned course is assigned to a full-time member of the bargaining unit, or if the member of the bargaining unit is replaced as designated in Article 26.7.E below for demonstrable need for better qualifications.

5. In the event a department terminates an adjunct member of the bargaining unit 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.

1. 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.

2. 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.

3. No adjunct shall be paid during a semester in which they do not teach or do 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 bargaining unit member

(and UConn-AAUP representative if requested) shall be entitled to discuss non-reappointment or reassignment with the Dean or their designee. The Dean or 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

Adjuncts shall be eligible to purchase parking permits and shall have faculty library privileges. Library and email privileges will be continued for two (2) semesters following any appointment, unless the adjunct is terminated for cause.

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 members of the bargaining unit 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. Each instance of misconduct must be established 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:

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

2. insubordination, serious misconduct, or non-compliance with University of Connecticut By-Laws (as set forth in Article 8.3); 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 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.

1. The faculty member shall receive in writing a statement from the Dean's office 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 from the Dean a hearing with a UConn-AAUP representative present, should the faculty member so desire. This hearing shall be held within fifteen (15) calendar days of the faculty member's written request. The Dean's Office shall issue a written recommendation following the hearing within fifteen (15) calendar days.

3. 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. At such appellate hearing, the faculty member shall have the right to be represented by the UConn-AAUP. The Provost's Office shall issue a written decision following the appellate hearing.

4. The decision of the Provost's Office 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 may issue written warnings and reprimands following discussion with the bargaining unit member, which member may request the attendance of a UConn-AAUP representative. Warnings, reprimands, and other less severe discipline shall be grievable through steps B.3 above but shall not be grievable to arbitration.

D. 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 faculty member, and only after discussion with the UConn-AAUP.

1. In the event the discipline is 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 serious misconduct, 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. In no case shall the outcome of the PTR process be construed as falling under this Article.

G. In investigations conducted by the University, 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.

ARTICLE 28

STUDENT EVALUATIONS OF TEACHING

The Student Evaluation of Teaching (SET) can productively inform teaching effectiveness in particular areas. In gauging teaching effectiveness, however, SETs are not to be used as the sole criterion of teaching for disciplinary measures, promotion, tenure or reappointment, or for non-reappointment with respect to full-time members of the bargaining unit and adjunct faculty who have been employed by the University for at least five (5) semesters over a five (5) calendar year period, including summer sessions (which collectively count as one semester each calendar year). Nothing contained in this Article shall be interpreted to suggest there is any expectation of continued employment at the expiration of a contract.

ARTICLE 29

PATENT RIGHTS

The terms and conditions concerning patent rights, as outlined in section 10a-110b, 10a-110c and 10a-110d of the 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

FACULTY PARTICIPATION IN DEPARTMENT GOVERNANCE

30.1 Statement of Principle

A. By virtue of their command of their disciplines, University faculty shall participate in the governance of the departments in which they will exercise their judgments. Governance shall take the form of selection and evaluation of faculty members, department heads and other departmental administrative positions, curriculum development and oversight, research directions, and utilization of financial resources. The sections that follow ensure meaningful participation by department faculties, including the assurance of procedural regularity and fair play.

B. In this Article, references to “department” shall also include interdisciplinary academic units similar to a department.

30.2 Contractual Governance

Each Department, or School where a Department does not exist, shall maintain Department governance documents that shall be consistent with the collective bargaining agreement and the governance documents of the relevant School/College and the University. Each department or school/college faculty shall develop Department/School governance documents for the governance of their units. The following Department governance documents shall be required for each Department/School:

- A. By-laws
- B. Performance Review
- C. Merit Criteria
- D. Promotion, Tenure, and Reappointment (PTR)/Promotion and Reappointment (P&R)
- E. Workload Policies
- F. Evidence of Teaching Effectiveness Beyond SET
- G. Departmental Administrative Positions

These documents shall be drafted by faculty-elected department committees and shall require approval by a majority of eligible Department voters. The documents will be forwarded by the department to the appropriate Dean and to UConn-AAUP by January 1, 2023. Subsequent revisions will be forwarded by the department to the appropriate Dean and to UConn-AAUP, as those revisions become available.

30.4 Deans shall review these Departmentally approved documents to ensure they are consistent with the By-Laws, governance documents, and policies of the School/College and the University.

30.5 Departments shall adhere to these practices when drafting or updating the aforementioned documents.

A. By-Laws – the By-Laws of each Department/School shall include *inter alia* determination of criteria for eligible voters

B. Performance Review

1. The parties agree that the purpose of the Performance Review is to promote, maintain, and enhance excellence in job performance and to foster informed communication between bargaining unit members and their supervisor(s).

a. The Performance Review shall be based upon each bargaining unit member's assigned duties in teaching, service, research, and/or clinical work including duties associated with extension and any administrative appointment held by the member.

b. The Performance Review should clarify or establish the faculty member's assigned duties in teaching, service, research, clinical work, and/or extension for the next year.

c. The Performance Review is an opportunity for faculty members and their academic unit heads to discuss a faculty member's ambitions and aspirations within the University and the profession, including teaching preferences and progress toward promotion.

2. Each department or equivalent unit is responsible for developing procedures and criteria to conduct a Performance Review of faculty members appropriate to their disciplines. The procedures and criteria must address review of jointly appointed faculty.

3. Each year, the academic unit head shall provide a written summary to the faculty member. At a minimum, the summary shall:

a. State the faculty member's anticipated workload for the next academic year;

b. Provide formative feedback in the performance review commenting upon their performance in each area of assigned duties (research, teaching, service, extension, and/or clinical work).

c. Conclude whether the faculty member's performance is satisfactory or unsatisfactory.

4. Unsatisfactory Performance Review

Department Heads or equivalent officials shall give a faculty member at least four (4) months' warning before issuing an unsatisfactory Performance Review.

a. The warning shall trigger a meeting among the member, department head or equivalent official, and appropriate representative of the UConn-AAUP, if requested, to develop a plan to achieve a satisfactory Performance Review.

b. Failure to meet the standards enunciated in the plan shall be considered just cause for an unsatisfactory Performance Review.

c. The member shall have the right to appeal any unsatisfactory Performance Review through the grievance procedure. Discipline for just cause under Articles 13 or 27 shall not be subject to this requirement.

C. Merit Policies –must be consistent with Article 25 of the Collective Bargaining Agreement

D. Promotion, Tenure and Reappointment (PTR) and Promotion and Reappointment (P&R)

1. Each Department shall have a Departmental PTR Advisory Committee for tenured and tenure-track members of the bargaining unit selected according to a method approved by a majority of the Departmentally determined eligible faculty voting members. This Committee:

a. Shall advise the Department Head on promotion, tenure, and reappointment;

b. Shall review the bargaining unit member's PTR file and appraise the performance and potential for teaching, scholarship and/or creative accomplishments, extension work, and service of the individual under consideration, basing its evaluations on the criteria listed in the relevant articles of the By-Laws of the University of Connecticut (as set forth in Article 8.3). This evaluation should take into account the assignments of the individual;

c. Shall advise the Department Head by making a formal recommendation by vote and summarizing its evaluation and vote in a written report;

d. Shall follow prescribed procedures outlined in the Provost's Guidelines on Promotion, Tenure, and Reappointment.

2. A separate P&R Advisory Committee may be established by the department for reviewing non-tenure-track members of the bargaining unit for promotion and reappointment, or that responsibility may be delegated to the PTR Advisory Committee. This committee:

a. Shall advise the Department Head on promotion and reappointment;

b. Shall review the bargaining unit member's P&R file and appraise the performance and potential for teaching, scholarship and/or creative accomplishments, clinical extension work and service of the individual under consideration, basing its evaluations on the criteria listed in the relevant articles of the By-Laws of the University of Connecticut (as set forth in Article 8.3). This evaluation should take into account the assignments of the individual;

c. Shall advise the Department Head by making a formal recommendation by vote and summarizing its evaluation and vote in a written report;

d. Shall follow prescribed procedures outlined by the Provost's Office as well as those of the School/College in which the bargaining unit member is employed.

D. Workload Policies – Workload policies shall be consistent with other articles contained in the Collective Bargaining Agreement. Each department shall develop criteria for measuring workload and shall develop baseline workload expectations that bargaining unit members must perform each academic year (*e.g.*, through teaching, research, service, outreach, clinical work and/or extension).

1. The criteria should permit both individual bargaining unit members and department heads and equivalent officials to reasonably determine if a member has satisfied the criteria.

2. For members of the bargaining unit, any significant departure from documented effort allocation or expectations shall be made only after discussion with the member.

3. The department will publish its workload policies, including the criteria for measuring workload, at least 120 calendar days prior to the effective date of the policy or any change thereto, and in a location accessible to members of the bargaining unit in the department.

E. Evidence of Teaching Effectiveness Beyond SET – Each department shall develop guidelines that provide effective teaching assessment beyond SET for those who have teaching duties.

F. Departmental Administrative Positions – Each department shall develop processes for the selection and review of departmental administrative positions held by members of the bargaining unit (including, but not limited to, associate department head(s), graduate or undergraduate director/coordinator) on an ongoing basis, if any.

ARTICLE 31

PROMOTION, TENURE, AND REAPPOINTMENT

The parties agree to establish a joint labor-management committee to review the University's Promotion, Tenure, and Reappointment ("PTR") and Promotion and Reappointment ("P&R") procedures, including all documents and related forms.

A. The purpose of the committee shall be to make recommendations to the Provost for changes, if any, to the PTR/P&R procedures. If the Provost determines to make any changes to the PTR/P&R procedures based upon the committee's recommendations, involvement by the UConn-AAUP shall be in accordance with Article 8.

B. The UConn-AAUP may appointment up to five (5) members of the bargaining unit to serve on the committee. The Provost may designate up to five (5) members of the administration to serve on the committee. The University Senate, pursuant to its by-laws and procedures, may designate one (1) member of the Faculty Standards committee who is also a member of the bargaining unit to serve on the committee.

ARTICLE 32

OFFICE/RESEARCH/INSTRUCTIONAL SPACE AND TECHNOLOGY

An adequate academic working environment and supporting services and technology necessary to perform assigned duties promote effective teaching, learning, and research.

32.1 The Administration shall manage office, research and instructional space, including room capacity and configuration, location, and appropriate technology necessary to perform assigned duties, in an equitable manner consistent with institutional and pedagogical needs and the obligation of members of the bargaining unit to comply with FERPA. The availability, location, and nature of the office, instructional and research space and technology necessary to perform assigned duties shall be determined by the Administration.

32.2 The nature of any equipment or support for technology necessary to perform assigned duties shall be determined by the Administration. The Administration may require a faculty member to demonstrate a need for the University to provide the equipment or support. Any equipment provided by the University remains property of the University.

32.3 The Administration will consider input from the bargaining unit member about space and technology necessary to perform their assigned duties. It is the obligation of the bargaining unit member to bring to the attention of their department head or other supervisor any unique or specific space or technology needs necessary to perform their assigned duties.

32.4 This article on office/research space and technology shall be neither grievable nor arbitrable.

ARTICLE 33

AGRICULTURAL EXTENSION

The University By-Laws (as set forth in Article 8.3) concerning academic tenure apply to tenured and tenure-track faculty in Agricultural Extension.

ARTICLE 34

TENURE APPEAL

34.1 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 Provost's Faculty Review Board are all overturned by the Provost of the University and the faculty member has evidence that the Provost's decision may have been arbitrary and capricious, the Provost's decision may be appealed to a Select Committee chosen by the Senate Executive Committee. The appeal must be made within thirty-seven (37) calendar days of the faculty member receiving the decision of the Provost denying their tenure.

34.2 The Senate Executive Committee shall nominate nine (9) tenured members of the faculty who are all in the bargaining unit to serve on the committee and the University and the UConn-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) tenured faculty members from the bargaining unit to serve as the Select Committee. The parties understand that time is of the essence in this process, and in no case shall it take longer than fourteen (14) calendar days for the selection of the Select Committee. The decision of the Select Committee shall be rendered no later than August 1.

34.3 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 Provost's decision, the aggrieved faculty member shall be recommended for tenure through the Provost to the Board of Trustees.

34.4 No bargaining unit member may pursue a tenure appeal pursuant to this Article if they have also pursued, or are in the process of pursuing, a tenure appeal pursuant to the University's By-Laws (as set forth in Article 8.3). No bargaining unit member may pursue a tenure appeal pursuant to the University's By-Laws (as set forth in Article 8.3) if they have also pursued, or are in the process of pursuing, a tenure appeal pursuant to this Article.

ARTICLE 35

PARKING

35.1 The UConn-AAUP will have a representative on the Transportation 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).

35.2 Annual Increase:

The University has the right to increase parking fees in the existing Storrs rate schedule as follows. The annual increase does not apply to adjuncts. Those increases are in Section 4.

At the beginning of each fiscal year, parking fees for all types of permits in a given fiscal year shall be increased by a factor equal to the annual percentage increase in base salary exclusive of merit-rounded to the nearest whole dollar amount effective that same fiscal year. The percentage increase shall be applied to the parking fee in effect at the time of the annual increase. In any year there is zero percent (0%) increase to the base salary, there will not be an increase in the parking rate.

The University will maintain designated Area 3 parking as free for bargaining unit members.

35.3 Area 2 Sliding Scale:

A. Bargaining unit members shall be eligible to purchase Area 2 parking permits at a reduced cost according to a sliding scale based on base salary:

<u>Percentage of Area 2 Rate</u>	<u>Base Salary</u>
50%	Up to \$53,561
75%	\$53,562-\$80,342
100%	\$80,343 and up.

B. At the beginning of each fiscal year, the base salary in the Area 2 sliding scale will be increased by a factor equal to the annual percentage increase in base salary exclusive of merit rounded to the nearest whole dollar amount effective that same fiscal year. In any year there is a zero percent (0%) increase to the base salary, there will not be an increase in the base salary in the sliding scale.

35.4 Adjunct Faculty

At the beginning of each fiscal year, parking fees for adjunct faculty shall be increased by a factor equal to the same percentage increase in the same fiscal year as the adjunct base rate specified in Article 19. In any year there is a zero percent (0%) increase to the base salary, there will not be an increase in the parking rate.

35.5 Regional Campuses:

The University will provide Area 2 parking for all faculty at regional campuses. Parking rates at campus locations other than Storrs, except as noted below, shall be the same as the Area 2 rates at the Storrs campus. Bargaining unit members purchasing parking permits at the campus at which they are primarily employed shall have the parking permit honored at comparable or lesser types of parking at other campuses when travelling to such locations for University business.

The University reserves the right to also provide non-Area 2 parking at any campus. If non-Area 2 parking is made available to bargaining unit members, the rates will be negotiated with UConn-AAUP.

35.6 Parking Garages

For parking permits in garages opened on or before June 30, 2022, at the beginning of each fiscal year, the University may increase the parking fees by the percentage provided for in Article 35.2, plus an additional percentage factor not to exceed the merit pool for the same fiscal year.

ARTICLE 36

FLEXIBLE SEMESTERS

The University and the UConn-AAUP recognize the importance of encouraging research activity during the academic year, which is agreed to be the primary appointment period of most faculty. Adjustments in the academic calendar may require increased flexibility in research scheduling.

There may be situations when summer teaching is required as part of a faculty member's normal appointment. Otherwise, on a voluntary basis and with the approval of the department head or equivalent official and Dean, and with notice to the Office of Summer and Winter Programs, 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 part of the faculty member's regular teaching load and will not be eligible for extra compensation. If a course is cancelled by Administration after completion of an exchange agreement, 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 and interdisciplinary units. Such voluntary changes are understood to be in the best interests of the University and the faculty member, and, therefore, Promotion Tenure and Reappointment (for tenured and tenure-track faculty), Promotion & Reappointment (for non-tenure track faculty), merit and other evaluations will be adapted to take into account such flexible scheduling.

ARTICLE 37

ATHLETICS

This article pertains to bargaining unit members in the following titles:

Head Coach, Associate Head Coach and Assistant Coach;
Trainer
Specialist IA, IIA, IIIA, IVA

Tier 1 NCAA Team Sports: Football and Basketball

Tier 2 NCAA Team Sports: All other NCAA Team Sports Offered at the University

37.1 All bargaining unit members in this article may be hired or renewed for multiple year contracts. However, in no case may an Associate Head Coach (Tier 1 or Tier 2), an Assistant Head Coach (Tier 1 or Tier 2), or a Specialist (Tier 1, but excluding Trainers) be hired or renewed for a term longer than the head coach in their sport. In situations where the contract term for an existing coach has expired, the terms and conditions of the previous contract may be applicable and remain in effect until a new agreement is in place so long as the parties agree prior to the expiration of the existing contract term.

37.2 New bargaining unit members shall serve a one (1) year probationary period. In the event the probationary employee is dismissed before the end of their probationary period, they shall receive one (1) month's notice or pay and benefits for which they are eligible under the applicable plans in lieu thereof.

37.3 Following the probationary period, Trainers and Specialists in Tier 2 NCAA Team Sports shall be eligible for one-year appointments up to a maximum of five (5) such one-year appointments. Notice of non-renewal shall be afforded according to Section 37.6 below. Beginning in the seventh year, or prior to the seventh year upon recommendation of a supervisor and approval by the Athletic Director or equivalent official, reappointed Trainers and Specialists in Tier 2 NCAA Team Sports 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 standards of dismissal for cause, and notice of non-renewal shall be afforded according to the schedule listed in 37.6 below.

37.4 Unless otherwise specified in this Article, neither the dismissal of bargaining unit members during their probationary period, nor the non-renewal of bargaining unit members prior to receiving a multi-year appointment shall be grievable, except pursuant to Article 5 (Non-Discrimination). In such cases, the UConn-AAUP shall have the burden to demonstrate that the non-renewal violated Article 5.

37.5 This section applies only to Tier 1 NCAA Team Sports

A. Any new bargaining unit member employed in Tier 1 NCAA Team Sports must be employed exclusively in Tier 1 NCAA Team Sports.

B. In those instances where a head coach of a Tier 1 NCAA Team Sport has a five-year appointment, bargaining unit members supporting that sport in the titles covered in this Section may be appointed to varying employment terms which coincide with the employment term of the head coach. However, in no case may an Associate Head Coach, Assistant Head Coach, or Specialist in Tier 1 NCAA Team Sports (excluding Trainers) be hired or renewed for a term longer than the head coach in their sport.

C. When a head coach of a Tier 1 NCAA Team Sport is separated for any reason before the end of their contract, a bargaining unit member in the titles covered in this Section may be terminated with the following notice:

1. Employees with less than one year's service shall receive ninety (90) calendar days' notice or pay and benefits for which they are eligible under the applicable plans in lieu of notice;

2. Employees with at least one year of service shall receive one hundred eighty (180) calendar days' notice or pay and benefits for which they are eligible under the applicable plans in lieu of notice.

37.6 Notice of Non-Renewal

Notice of non-renewal, or salary and benefits for which they are eligible under applicable plans in lieu thereof, shall be afforded according to the schedule below

Probationary employees shall receive 14 calendar days' notice.

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

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

After receiving a multi-year contract: 300 days' notice

37.7 Members Previously in Article 13

On or before December 31, 2017, the UConn Administration shall conduct an audit of all members of the unit covered by this Article to determine if any such members eligible for multi-year contracts have not received such contracts. 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 bargaining unit members who should have, but did not, receive a multi-year contract, the parties shall meet to discuss the matter and determine what action should be taken. If a bargaining unit member is qualified for a multi-year contract, such contract will be offered and the UConn-AAUP will be consulted with respect to changed assignments and compensation, if warranted. Nothing herein shall prevent the UConn-AAUP from discussing prior to completion of the audit any specific individuals it believes may be eligible for a multi-year contract.

37.8 At the discretion of the University, a bargaining unit member in the titles covered in this Article who is required to utilize a wireless communication device to perform their official duties may receive compensation in the form of a stipend to cover business-related use of a personally owned mobile device. Use of the device, including eligibility for and the amount of the stipend, shall be determined in accordance with University policy, as may be amended from time to time.

37.9 Following a negotiated agreement with UConn-AAUP, teams may move from one tier to another.

37.10 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.

37.11 Evaluation Procedures

A. All formal evaluations shall be conducted in accordance with procedures developed by the Department of Athletics. Evaluation procedures shall be in writing and shall not solely rely upon student athlete evaluations. The Department shall establish and publish such evaluation procedures on or before December 31, 2017. Subsequent changes in such procedures shall also be published.

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 they have read it and shall be given a copy for their records.

C. An employee shall have the right to append a response to their evaluation.

37.12 Dismissal for Just Cause

The parties wish to encourage open communication between administrators and bargaining unit members in the titles covered in this Article 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 bargaining unit member in the titles covered in this Article 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. The parties acknowledge that the provisions of Article 3 on academic freedom apply to all bargaining unit members in the titles covered in this Article.

A. Discipline or dismissal during the term of an employment contract shall be for just cause. Non-renewal of all bargaining unit members covered by this Article shall not require just cause, except for Trainers and Specialists in Tier 2 NCAA Team Sports. Just cause is defined to mean:

1. Neglect of assigned responsibilities, incompetence, or failure to fulfill professional commitments.

2. Insubordination or serious noncompliance with the University of Connecticut By-Laws, (as set forth in Article 8.3), with the Code of Ethics for Public Officials (Chapter 10 of the Connecticut Statutes), or with NCAA rules or regulations;

3. 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;

4. 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;

5. 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.

B. Procedures to be followed for dismissal, demotion in rank and/or salary, or suspension without pay during the term of any employment contract:

1. The bargaining unit 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 in 37.12(B)(1) above, the bargaining unit member may request a hearing before the Director of Athletics or their designee 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's request.

3. Within seven (7) calendar days of receiving the recommendation in 37.12(B)(2) above, the bargaining unit member shall have the right to submit a written appeal to the President or their designee who must be outside the Athletic Department. At such appellate hearing, the bargaining unit member shall have the right to be represented by the UConn-AAUP.

4. The decision of the President or designee to demote, suspend without pay or dismiss may be appealed to arbitration on the merits under Article 10 of this agreement. Non-renewal of a contract at the expiration of the appointment term shall not be grievable for all bargaining unit members covered in this Article except Trainers and Specialists in Tier 2 Sports.

C. A Deputy Director of Athletics or equivalent official not a member of the bargaining unit may issue written warnings and written reprimands following discussion with the bargaining unit member, which member may request attendance of a UConn-AAUP representative. Warnings, reprimands, and other less severe discipline shall be grievable through Step 37.12.B.3 above but shall not be grievable to arbitration.

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

37.13 Immediate Suspension and Loss of Salary

A. If the Director of Athletics 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 until the hearings described in 37.12(B)(2) and 37.12(B)(3) above have taken place, or the opportunity to have such hearings has been afforded the grievant, and only after discussion with the UConn-AAUP.

B. 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 37.12(B)(1), whichever is sooner. In the event the discipline is for serious misconduct (including job abandonment), this provision is not applicable.

37.14 In cases where a non-probationary bargaining unit member claims that their procedural rights under 37.10 and 37.11 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.

37.15 This Article will be subject to a reopener as set forth in the parties' side letter of March 3, 2022.

ARTICLE 38

SUMMER AND WINTER COMPENSATION

38.1 Compensation

Compensation of full-time faculty who hold academic appointments during the regular academic year and who teach credit bearing courses during the summer or winter sessions are paid as described in A.1 and A.2 below, unless teaching such courses is part of the bargaining unit member's regular teaching load. The summer and winter academic programs are self-supporting based upon fee revenue from program participants.

A. Traditional Credit Courses

1. Non-W Credit Courses: Effective May 7, 2022, three credit courses shall be compensated on a sliding scale formula as follows: faculty will be paid a base salary of \$1,794 per credit for enrollments up to and including eight (8) students. \$210 per credit per student will be added to this base for each additional student thereafter up to a maximum of 12% of the faculty member's normal academic year salary or 2.25 times the minimum adjunct rate, whichever is greater, not to exceed 12% of the University-wide full professor average salary. Compensation for credit bearing courses above or below three credits shall be prorated accordingly.

Effective August 23, 2022, faculty will be paid a base salary of \$1,830 per credit for enrollments up to and including eight (8) students. \$220 per credit per student will be added to this base for each additional student thereafter up to a maximum of 12% of the faculty member's normal academic year salary or 2.25 times the minimum adjunct rate, whichever is greater, not to exceed 12% of the University-wide full professor average salary. Compensation for credit bearing courses above or below three credits shall be prorated accordingly.

Effective August 23, 2023, faculty will be paid a base salary of \$1,866 per credit for enrollments up to and including eight (8) students. \$230 per credit per student will be added to this base for each additional student thereafter up to a maximum of 12% of the faculty member's normal academic year salary or 2.25 times the minimum adjunct rate, whichever is greater, not to exceed 12% of the University-wide full professor average salary. Compensation for credit bearing courses above or below three credits shall be prorated accordingly.

2. W Credit Courses: Effective May 7, 2022, three credit courses shall be compensated on a sliding scale formula as follows: faculty will be paid a base salary of \$1,794 per credit for enrollments up to and including eight (8) students. \$230 per credit per student will be added to this base for each additional student thereafter up to a maximum of 12% of the faculty member's normal academic year salary or 2.25 times the minimum adjunct rate, whichever is greater, not to exceed 12% of the University-wide full professor average salary. Compensation for credit bearing courses above or below three credits shall be prorated accordingly.

Effective August 23, 2022, faculty will be paid a base salary of \$1,830 per credit for enrollments up to and including eight (8) students. \$235 per credit per student will be added to this base for each additional student thereafter up to a maximum of 12% of the faculty member's normal academic year salary or 2.25 times the minimum adjunct rate, whichever is greater, not to exceed 12% of the University-wide full professor average salary. Compensation for credit bearing courses above or below three credits shall be prorated accordingly.

Effective August 23, 2023, faculty will be paid a base salary of \$1,866 per credit for enrollments up to and including eight (8) students. \$240 per credit per student will be added to this base for each additional student thereafter up to a maximum of 12% of the faculty member's normal academic year salary or 2.25 times the minimum adjunct rate, whichever is greater, not to exceed 12% of the University-wide full professor average salary. Compensation for credit bearing courses above or below three credits shall be prorated accordingly.

3. Load adjustment: Full-time faculty who teach during summer or winter sessions may be given a load adjustment for either the next occurring spring or fall semester in consultation with the Department Head or equivalent official upon prior approval of the Dean of the affected school or college. If a load adjustment is not arranged, the faculty member will be compensated according to the above formula.

4. Team Taught Courses: The Department Head or equivalent official, with the prior approval of the Dean of the affected school or college, will assess the number of credits each faculty member is responsible for and each faculty member will be paid proportionally according to the above formula as appropriate.

5. Adjunct Faculty: Adjunct faculty who teach during the regular academic year shall be paid the same rate when teaching the same course(s) during the summer or winter.

B. Non-Traditional Credit Courses: Independent Studies, Practica, Fieldwork, Internships, and Similar Non-Traditional Courses

Faculty teaching non-traditional credit courses shall receive 50% of the course fee paid by the students up to a maximum of 12% of the faculty member's normal academic year salary or 12% of the University-wide full professor average salary, whichever is less.

C. Masters or Doctoral Courses Numbered 5960 and 6960

When student course fees in the Masters or Doctoral courses numbered 5960 and 6960, or their successor numbers, is part of a need-based financial aid package, the course fees shall not be part of the fee sharing arrangement specified for independent study. Such course fees will be returned to the Graduate School for assistance to other graduate students eligible for such aid.

D. Lab Preparation

For lab courses requiring that the professor personally prepare specimens, chemicals, specialized equipment, or the like, there will be an additional \$500 payment above the instructional rate.

E. Course Preparation

If a class that a faculty member has not previously taught during the academic year, the summer or winter is cancelled, the faculty member will receive \$400 per credit as compensation for course preparation. A faculty member may receive course preparation pay for the same course only once.

F. Incentives

In exceptional cases, the Dean of the appropriate school or college may offer financial incentives to faculty members who teach high demand courses during the summer and winter sessions. Notice of any such financial incentives will be provided to the University official in charge of collective bargaining who will provide such information to the UConn-AAUP upon request.

G. Exceptions to Compensation Formula

The compensation formula and/or salary maximum may be waived in exceptional cases by the Dean of the appropriate school based upon academic demands, availability of qualified faculty, and/or programmatic requirements. Situations in which the compensation formula may be waived may include, but are not limited to, teaching of new courses or courses required for graduation with lower enrollments and teaching of courses where enrollment is limited by external factors (*e.g.* licensure or accreditation requirements). Notice of any such waivers will be provided to the University official in charge of collective bargaining who will provide such information to the UConn-AAUP upon request.

38.2 Administration of Summer and Winter

A. Though the Parties consider teaching in summer or winter sessions to be a service to the students, faculty activity in such a session will not be considered in evaluations relating to the amount or award of merit, unless teaching such course is part of the bargaining unit member's regular teaching load or the departmental merit practices specifically include consideration for summer or winter teaching.

B. Participation by faculty will be on an entirely voluntary basis and nothing in this Agreement precludes the employment of either adjunct faculty or graduate students as instructors, if faculty do not volunteer when course proposals by academic units are solicited.

C. A faculty member who agrees to teach a summer or winter course may not later decline to teach it absent good cause. A faculty member who declines to teach a course without good cause may be refused the opportunity to teach in future summer and winter-sessions.

D. The University reserves the right to cancel classes due to low enrollment.-Notice to affected faculty will occur no later than the last business day before the start of the session in question.

E. The normal academic year salary is defined as the annual salary rate less longevity pay.

F. For purposes of determining compensation in Article 38.1.A, enrollment numbers shall be based upon the number of paying students as of the end of the add/drop period for the applicable session.

G. Reimbursement for travel to other campuses will be for mileage only and will be paid at the rate established in the collective bargaining agreement.

38.3 Changes to Summer and Winter Session Calendar

If the University considers changes to the calendar during winter and summer sessions, the UConn-AAUP shall be afforded the opportunity to participate in discussions with the University concerning these proposed changes. Nothing in this paragraph is intended to or shall be construed as creating an obligation for the University to negotiate or bargain with the UConn-AAUP over these proposed changes.

38.4 Extra-Compensation

In accordance with University policies and procedures, faculty members teaching during the summer and winter sessions may accumulate funds in a special departmental account to be used by the member of the bargaining unit for legitimate professional expenses, with prior approval of the Department Head or equivalent official. The University will process the transfer of funds to the bargaining unit member's special departmental account in an expeditious manner, but not to exceed two (2) pay periods from the end of the applicable session.

ARTICLE 39

COMPENSATION FOR THE DEVELOPMENT OF ONLINE COURSES

39.1 The Parties agree with regard to the development of online credit courses for extra compensation by full-time members of the bargaining unit, as follows:

A. The *Online Credit Course Development and Intellectual Property Agreement* ("Online Course Development Agreement") (See Appendix C) shall be used until the expiration of the Parties' collective bargaining agreement.

1. In order for a bargaining unit member to receive extra compensation for development of an online course, they must execute the Online Course Development Agreement. Minimum compensation for developing an on-line course shall be \$2,750 per course credit hour.

2. The "right of first refusal" contained in the Online Credit Course Development Agreement means that during each term or session, the developer shall be given the first opportunity to instruct all sections of the course to be taught using the course materials developed by them. If the developer declines or is unavailable (*e.g.* the faculty member is on leave or has departed the University) to teach the course, the course materials may be used and/or adapted by another instructor without further compensation to the developer. Use or adaptation of the developer's material by another instructor does not abridge the developer's future right of first refusal unless they are no longer employed at the University. Nothing in this Agreement shall be construed as requiring the University to offer an online course using the materials during any term or session.

B. For team developed courses (*e.g.* courses developed by two or more full-time bargaining unit members):

1. All members of the developing team shall be required to sign the Online Course Development Agreement

2. The developing team shall reach an agreement regarding the allocation of compensation paid by the University for development of the course. The University reserves the right to determine the total compensation paid for development of the course, which shall be no less than the amount paid to a single developer.

3. The developing team shall reach an agreement concerning the rotation or other schedule for the application of the "right of first refusal" to use the developed course materials described in the Online Course Development Agreement.

C. The University will not unilaterally license, sell or otherwise transfer to a third party course materials developed in accordance with this Agreement. The developers retain rights to their intellectual property in accordance with U.S. law and the University's *Intellectual Property and Commercialization Policy*. Any licensing, sale or transfer of the course shall require written consent from the developer(s) and any authors of copyrighted works included in the course.

39.2 Teaching of an online course during the traditional academic year (*e.g.* Fall and Spring semesters) shall be considered part of the bargaining unit member's workload.

39.3 Adjunct faculty members may be hired to develop an online course for compensation on a “work for hire” basis.

A. Minimum compensation for an adjunct faculty member developing an online course for compensation shall be \$2,750 per course credit hour.

B. The University will have the non-exclusive right to use all course materials developed by the adjunct faculty member for compensation (“Course Materials”), including any copyrighted material and any materials the adjunct faculty member develops while teaching the class. The adjunct faculty member may use the content they created without further consent or approval of the University in any scholarly or creative works or to teach similar courses at other institutions.

C. An adjunct faculty member who develops an online course for compensation will have a limited “right of first refusal” to teach the course with the Course Materials relative to other adjunct faculty members. This limited “right of first refusal” means that the adjunct faculty member shall be given the opportunity to teach all sections of the course to be taught using the Course Materials before it is offered to another adjunct faculty member, provided that the adjunct faculty member’s performance is satisfactory and teaching of the course does not cause the faculty member to exceed eight (8) credits in the semester. If the adjunct faculty member declines to teach the course, if their performance is unsatisfactory, or if teaching of the course will cause the adjunct faculty member to exceed eight (8) credits in the semester, the Course Materials may be used and/or adapted by another adjunct faculty member without further compensation to the adjunct faculty member who developed the materials.

D. Each year of this agreement, the University will provide the UConn-AAUP with a list of adjunct faculty members who have been hired to develop an online course for compensation on a “work for hire” basis.

E. The parties shall develop an Online Course Development and Intellectual Property Agreement for Adjunct Faculty.

ARTICLE 40

DURATION OF AGREEMENT

40.1 This agreement shall be in full force and effect from July 1, 2021 through June 30, 2025. There shall be a reopener limited for the period of July 1, 2024 through June 30, 2025 to include the following, effective no later than August 23, 2024:

- A. A general wage increase (GWI)
- B. Merit pool
- C. Minimum adjunct compensation
- D. Summer and winter session compensation

40.2 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 41

COMPENSATION FOR EXPERIENTIAL GLOBAL LEARNING

This Article pertains to members of the bargaining unit who teach in Experiential Global Learning programs, including Education Abroad, that are administered by the Office of Global Affairs and funded by student fees for participation in the program.

41.1 Compensation

A. Instructional Responsibilities

1. Bargaining unit members who teach in an Experiential Global Learning program as part of their regular teaching load, who receive course release for such teaching, or who are otherwise compensated for such teaching will receive no additional compensation from the Office of Global Affairs.

2. Faculty members who teach in an Experiential Global Learning program which is not part of their regular teaching load or for which they have not received course release or other compensation shall be compensated at a per credit rate equivalent to the minimum adjunct rate in effect at the start of the program.

3. Where a course is taught by two (2) or more bargaining unit members the credit attributed to the faculty member for purposes of determining compensation under Section A.2 will be divided proportionately between the employees.

B. Administrative Responsibilities

1. This section applies only to faculty members who are required to travel to a program location and have administrative responsibilities for students while at or travelling to/from a program location.

2. Faculty members with administrative responsibilities will receive a supplement of \$100 per student.

3. A faculty member with administrative responsibilities may receive the administrative supplement in Section 41.1(B)(2) in addition to any compensation provided in Section 41.1(A)(1) or (A)(2) for instructional duties.

4. Where two (2) or more bargaining unit members have administrative responsibilities, the supplement in Section 41.1(B)(2) will be divided proportionately between the employees.

C. Exceptions to the methodology for calculating faculty compensation under Sections 41.1(A)(2) and 41.1(B)(2) may be made with the written agreement of the faculty member and the Vice President Office of Global Affairs or their designee. At the request of a faculty member, compensation for participation in an Experiential Global Learning program may be waived or diverted to another account. Information about exceptions granted will be provided to the UConn-AAUP upon request.

41.2 Expenses

A. The University will provide round-trip transportation between the program location and the faculty member's home campus in accordance with University policies.

B. The University will provide lodging for the duration of the period of required travel and presence at a program location.

C. Where meals are not provided to the faculty member by a program, the University will provide a stipend of \$200 per week for meals and incidentals for the period of required travel and presence at a program location. Modifications may be made with the written agreement of the faculty member and the Vice President of Global Affairs or their designee. Information about modifications will be provided to the UConn-AAUP. At the request of a faculty member, the stipend may be waived.

D. A faculty member whose expenses are covered by this Article may not also seek reimbursement under other University policies or procedures, including, but not limited to, the *Travel and Entertainment Policies and Procedures*.

41.3 Program Cancellation

A. If an Experiential Global Learning program is cancelled at any point prior to the program start, the Office of Global Affairs will not be responsible for any compensation due to the faculty member under this article.

B. If an Experiential Global Learning program is cancelled at any point after the program has started, the Office of Global Affairs will pay the faculty member the balance of any compensation for instructional duties due under Section 41.1(A)(2) but will not be responsible for the prorated share of any administrative stipend after the cancellation date of the program.

C. If an Experiential Global Learning program is cancelled at any point after the program has started, the Office of Global Affairs will continue to pay expenses for the faculty member as set forth in Section 41.2, including return transportation, for a reasonable period of time in order to return the faculty member to their home campus.

ARTICLE 42

SIGN OFF

FOR AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

Michael Bailey 3/31/2022

FOR THE BOARD OF TRUSTEES OF THE UNIVERSITY OF CONNECTICUT

Radanka Klavic 03/31/2022

NEGOTIATING TEAMS

FOR UCONN-AAUP:

David Amdur

Michael Bailey, Chief Negotiator

Suman Majumdar

Jean McCarthy

Thomas J. Peters

Lyle Scruggs

FOR UCONN:

Kelly Bannister

Karen Buffkin, Chief Negotiator

Terrence Cheng

Peter Diplock

Gladis Kersaint

Juli Wade

APPENDIX A

LONGEVITY PAYMENT CHART

Distinguished and University Professors

Title	<u>Appt Term</u>	<u>10 Yr Rate</u>	<u>15 Yr Rate</u>	<u>20 Yr Rate</u>	<u>25 Yr Rate Full Increment</u>
Distinguished Professor	N/A	\$ 387.50	\$ 775.00	\$ 1,162.50	\$ 1,550.00
University Professor	N/A	\$ 387.50	\$ 775.00	\$ 1,162.50	\$ 1,550.00

Professorial Titles, by Academic Rank:

<u>Academic Rank</u>	<u>Appt Term</u>	<u>10 Yr Rate</u>	<u>15 Yr Rate</u>	<u>20 Yr Rate</u>	<u>25 Yr Rate Full Increment</u>
Professor	11	\$ 356.25	\$ 712.50	\$ 1,068.75	\$ 1,425.00
Professor	9, 10	\$ 291.25	\$ 582.50	\$ 873.75	\$ 1,165.00
Assoc Prof	11	\$ 281.25	\$ 562.50	\$ 843.75	\$ 1,125.00
Assoc Prof	9, 10	\$ 230.00	\$ 460.00	\$ 690.00	\$ 920.00
Asst Prof	11	\$ 220.00	\$ 440.00	\$ 660.00	\$ 880.00
Asst Prof	9, 10	\$ 180.00	\$ 360.00	\$ 540.00	\$ 720.00
Instructor	11	\$ 171.25	\$ 342.50	\$ 513.75	\$ 685.00
Instructor	9, 10	\$ 140.00	\$ 280.00	\$ 420.00	\$ 560.00

<u>Non-Professorial Positions/Titles</u>	<u>Appt Term</u>	<u>10 Yr Rate</u>	<u>15 Yr Rate</u>	<u>20 Yr Rate</u>	<u>25 Yr Rate Full Increment</u>
Academic Asst 1	N/A	\$ 112.50	\$ 225.00	\$ 337.50	\$ 450.00
Academic Asst 2	N/A	\$ 138.75	\$ 277.50	\$ 416.25	\$ 555.00
Academic Asst 3	N/A	\$ 172.50	\$ 345.00	\$ 517.50	\$ 690.00
Academic Asst 4	N/A	\$ 217.50	\$ 435.00	\$ 652.50	\$ 870.00
Academic Asst 5	N/A	\$ 277.50	\$ 555.00	\$ 832.50	\$ 1,110.00
Assoc Coop Ext Educator	N/A	\$ 172.50	\$ 345.00	\$ 517.50	\$ 690.00
Assoc Research Scholar	N/A	\$ 172.50	\$ 345.00	\$ 517.50	\$ 690.00
Assoc Research Scientist	N/A	\$ 172.50	\$ 345.00	\$ 517.50	\$ 690.00
Asst Coop Ext Educator	N/A	\$ 138.75	\$ 277.50	\$ 416.25	\$ 555.00
Extension Educator	N/A	\$ 217.50	\$ 435.00	\$ 652.50	\$ 870.00
Lecturer	11	\$ 220.00	\$ 440.00	\$ 660.00	\$ 880.00
Lecturer	9, 10	\$ 180.00	\$ 360.00	\$ 540.00	\$ 720.00
Research Assoc 1	N/A	\$ 172.50	\$ 345.00	\$ 517.50	\$ 690.00
Research Assoc 2	N/A	\$ 217.50	\$ 435.00	\$ 652.50	\$ 870.00
Research Assoc 3	N/A	\$ 277.50	\$ 555.00	\$ 832.50	\$ 1,110.00
Research Asst 1	N/A	\$ 113.75	\$ 227.50	\$ 341.25	\$ 455.00
Research Asst 2	N/A	\$ 112.50	\$ 225.00	\$ 337.50	\$ 450.00
Research Asst 3	N/A	\$ 138.75	\$ 277.50	\$ 416.25	\$ 555.00
Research Scholar	N/A	\$ 217.50	\$ 435.00	\$ 652.50	\$ 870.00
Research Scientist	N/A	\$ 217.50	\$ 435.00	\$ 652.50	\$ 870.00
Senior Research Scholar	N/A	\$ 277.50	\$ 555.00	\$ 832.50	\$ 1,110.00
Senior Research Scientist	N/A	\$ 277.50	\$ 555.00	\$ 832.50	\$ 1,110.00

Spec Internal Lecturer I	11	\$ 171.25	\$ 342.50	\$ 513.75	\$ 685.00
Spec Internal Lecturer I	9, 10	\$ 140.00	\$ 280.00	\$ 420.00	\$ 560.00
Spec Internal Lecturer II	11	\$ 220.00	\$ 440.00	\$ 660.00	\$ 880.00
Spec Internal Lecturer II	9, 10	\$ 180.00	\$ 360.00	\$ 540.00	\$ 720.00
Spec Internal Lecturer III	11	\$ 281.25	\$ 562.50	\$ 843.75	\$ 1,125.00
Spec Internal Lecturer III	9, 10	\$ 230.00	\$ 460.00	\$ 690.00	\$ 920.00
Specialist IA	11	\$ 171.25	\$ 342.50	\$ 513.75	\$ 685.00
Specialist IA	9, 10	\$ 140.00	\$ 280.00	\$ 420.00	\$ 560.00
Specialist IIA	11	\$ 220.00	\$ 440.00	\$ 660.00	\$ 880.00
Specialist IIA	9, 10	\$ 180.00	\$ 360.00	\$ 540.00	\$ 720.00
Specialist IIIA	11	\$ 281.25	\$ 562.50	\$ 843.75	\$ 1,125.00
Specialist IIIA	9, 10	\$ 230.00	\$ 460.00	\$ 690.00	\$ 920.00
Specialist IVA	11	\$ 356.25	\$ 712.50	\$ 1,068.75	\$ 1,425.00
Specialist IVA	9, 10	\$ 291.25	\$ 582.50	\$ 873.75	\$ 1,165.00
Sr Coop Ext Educator	N/A	\$ 277.50	\$ 555.00	\$ 832.50	\$ 1,110.00
Visiting Asst Ext Educator	N/A	\$ 138.75	\$ 277.50	\$ 416.25	\$ 555.00
Visiting Assoc Ext Educator	N/A	\$ 172.50	\$ 345.00	\$ 517.50	\$ 690.00

APPENDIX B

MEMBERS OF THE BARGAINING UNIT MEDICAL LEAVE GUIDELINES

Faculty medical leaves have historically been at the discretion of the University and administered in accordance with the Article XIV, L, 4 of the By-Laws of the University of Connecticut (the “By-Laws”) titled “Sick Leave for Faculty With or Without Pay,” which provides that “[e]ach case is considered separately and involves careful consideration of length of service, nature of illness, and anticipated length of disability.” These guidelines are intended to clarify the By-Laws and provide better guidance and general parameters to University administrators in evaluating requests for medical leave.

These guidelines are for a bargaining unit member’s own long term illnesses only (*e.g.* federal and/or state FMLA qualifying medical leaves) and apply only to tenured and tenure-track faculty and non-tenure track bargaining unit members who are on multi-year appointments or annual appointment with at least three (3) years of service in a non-tenure track position. Absences for short-term illness and caregiver leave, and for members of the bargaining unit that are on temporary appointments will be administered at the school or departmental level. In no case shall a medical leave extend a temporary appointment beyond its end-date. For non-tenure track bargaining members not on a multiyear appointment, leave under this Appendix will cease on the member’s appointment end date. If the non-tenure track bargaining unit member is renewed for a consecutive appointment in the same position, the balance of leave under this Appendix may be extended into the new appointment with approval of the Dean and the Provost.

A. Bargaining unit members with Less than Three (3) Years of Service (up to six months paid sick leave)

1. Bargaining unit members with less than three (3) years of service will be eligible to be paid for a qualifying medical leave under the federal FMLA and/or the state FMLA medical leave law, up to the period provided for in the medical certification, not to exceed six (6) months.¹ Sick leave must be supported by medical certification and be approved by the Department of Human Resources, with notification provided to the department head or equivalent official and the Dean.

2. If after six (6) months of continuous leave the member of the bargaining unit is still medically unable to return to work, an extension of unpaid sick leave may be requested with proper medical certification and is subject to the approval of the Dean and the Provost. Extensions of medical leave after the initial six (6) months provided for in Paragraph A.1 shall be in conformity with the By-Laws (as set forth in Article 8.3) with an emphasis on the bargaining unit member’s length of service and the likelihood, based on acceptable medical evidence, that they will be able return to full employment.

If the bargaining unit member with less than three years of service is an ARP participant and is eligible to collect long-term disability (LTD) benefits during a period of approved unpaid leave, the University will not supplement the LTD benefit.

¹ The term “months” is intended to mean calendar months.

3. If medical leave has been exhausted and no extension has been approved, the bargaining unit member will be medically separated in good standing. Post-employment benefits will be determined by the rules of the retirement plan that the faculty member has elected.

B. Bargaining unit members with 3 to 6 Years of Service (up to twelve months paid sick leave)

1. Bargaining unit members with 3 to 6 years of service will be eligible to be paid for a qualifying medical leave under the federal FMLA and/or the state FMLA medical leave law, up to the period provided for in the medical certification, not to exceed six (6) months. Sick leave must be supported by medical certification and be approved by the Department of Human Resources, with notification provided to the department head or equivalent official and the Dean.

2. If after six (6) months of continuous leave the bargaining unit member is still medically unable to return to work, an extension of six (6) months paid sick leave may be requested with proper medical certification and is subject to the approval of the Dean and the Provost. Extensions of medical leave after the initial six (6) month period provided for in Paragraph B.1 shall be in conformity with the By-Laws (as set forth in Article 8.3) with an emphasis on the bargaining unit member's length of service and the likelihood, based on acceptable medical evidence, that they will be able return to full employment.

If the leave is approved as paid, and the bargaining unit member is an ARP participant, the leave will be converted to LTD leave in accordance with Article 19.G. The University will supplement the disability benefit so that the bargaining unit member receives the same rate of pay as if fully employed for six (6) additional months. If the leave is approved as paid, and the bargaining unit member is a SERS or Hybrid participant, they will be eligible for six (6) months of additional paid sick leave.

3. If after one (1) year of continuous leave the bargaining unit member is still medically unable to return to work, an extension of unpaid sick leave may be requested with proper medical certification and is subject to the approval of the Dean and the Provost. Extensions of medical leave after the initial one (1) year period provided for in Paragraphs B.1 and B.2 shall be in conformity with By-Laws (as set forth in Article 8.3) with an emphasis on the bargaining unit member's length of service and the likelihood, based on acceptable medical evidence, that they will be able return to full employment.

4. If medical leave has been exhausted and no extension has been approved, the bargaining unit member will be medically separated in good standing. Post-employment benefits will be determined by the rules of the retirement plan that the bargaining unit member has elected.

C. Bargaining unit with 7 to 10 Years of Service (up to eighteen months of paid sick leave)

1. Bargaining unit members with 7 to 10 years of service will be eligible to be paid for a qualifying medical leave under the federal FMLA and/or the state FMLA medical leave law, up to the period provided for in the medical certification, not to exceed six (6) months. Sick leave must be supported by medical certification and be approved by the Department of Human Resources, with notification provided to the department head or equivalent official and the Dean.

2. If after six (6) months of continuous leave the bargaining unit member is still unable to return to work, an extension of six (6) months paid sick leave may be requested with proper medical certification and is subject to the approval of the Dean and the Provost. Extensions of medical leave after the initial six (6) month period provided for in Paragraph C.1 shall be in conformity with the By-Laws (as set forth in Article 8.3) with an emphasis on the bargaining unit member's length of service and the likelihood, based on acceptable medical evidence, that they will be able return to full employment.

If the leave is approved as paid, and the bargaining unit member is an ARP participant, the leave will be converted to LTD leave in accordance with Article 19.G. The University will supplement the LTD benefit so that the bargaining unit member receives the same rate of pay as if fully employed for six (6) additional months. If the leave is approved as paid, and the bargaining unit member is a SERS or Hybrid participant, they will be eligible for six (6) months of additional paid sick leave.

3. If after one (1) year of continuous leave the bargaining unit member is still unable to return to work, an extension of six (6) months paid sick leave may be requested with proper medical certification and is subject to the approval of the Dean and the Provost. Extensions of medical leave after the initial one (1) year period provided for in Paragraphs C.1 and C.2 shall be in conformity with the By-Laws (as set forth in Article 8.3) with an emphasis on the bargaining unit member's length of service and the likelihood, based on acceptable medical evidence, that they will be able return to full employment.

If the leave is approved as paid, the University will continue to supplement the LTD benefit so that the bargaining unit member receives the same rate of pay as if fully employed for an additional six (6) months. If the leave is approved as paid, and the bargaining unit member is a SERS or Hybrid participant, they will be eligible for six (6) months of additional paid sick leave.

4. If medical leave has been exhausted and no extension has been approved, the bargaining unit member will be medically separated in good standing. Post-employment benefits will be determined by the rules of the retirement plan that the bargaining unit member has elected.

D. Bargaining unit with More Than 10 Years of Service (up to twenty-four months paid sick leave)

1. Bargaining unit members with more than 10 years of service will be eligible to be paid for a qualifying medical leave under the federal FMLA and/or the state FMLA medical leave law, up to the period provided for in the medical certification, not to exceed six (6) months. Sick leave must be supported by medical certification and be approved by the Department of Human Resources, with notification provided to the department head or equivalent official and the Dean.

2. If after six (6) months of continuous leave the bargaining unit member is still unable to return to work, an extension of six (6) months paid sick leave may be requested with proper medical certification and is subject to the approval of the Dean and the Provost. Extensions of medical leave after the initial six (6) month period provided for in Paragraph D.1 shall be in conformity with the By-Laws (as set forth in Article 8.3) with an emphasis on the bargaining unit

member's length of service and the likelihood, based on acceptable medical evidence, that they will be able return to full employment.

If the leave is approved as paid, and the bargaining unit member is an ARP participant, the leave will be converted to LTD leave in accordance with Article 19.G. The University will supplement the LTD benefit so that the bargaining unit member receives the same rate of pay as if fully employed for six (6) additional months. If the leave is approved as paid, and the bargaining unit member is a SERS or Hybrid participant, they will be eligible for six (6) months of additional paid sick leave.

3. If after one (1) year of continuous leave the bargaining unit member is still unable to return to work, an extension of twelve (12) months paid sick leave may be requested with proper medical certification and is subject to the approval of the Dean and the Provost. Extensions of medical leave after the initial one (1) year period provided for in Paragraphs D.1 and D.2 shall be in conformity with the By-Laws (as set forth in Article 8.3) with an emphasis on the bargaining unit member's length of service and the likelihood, based on acceptable medical evidence, that they will be able return to full employment.

If the leave is approved as paid, the University will continue to supplement the LTD benefit so that the bargaining unit member receives the same rate of pay as if fully employed for the additional twelve (12) months. If the leave is approved as paid, and the bargaining unit member is a SERS or Hybrid participant, they will be eligible for twelve (12) months of additional paid sick leave.

4. If medical leave has been exhausted and no extension has been approved, the bargaining unit member will be medically separated in good standing. Post-employment benefits will be determined by the rules of the retirement plan that the bargaining unit member has elected.

E. Maximum Continuous Medical Leave

Unless otherwise required by law, any continuous period of medical leave (paid, unpaid or a combination of paid/unpaid) shall not exceed two (2) years.

F. Concurrent Leaves and Entitlements

1. All medical leaves under these guidelines shall run concurrently with federal FMLA and other legal entitlements, including ADA accommodations arranged through the Department of Human Resources.

2. Bargaining unit members who are afforded paid time off under the collective bargaining agreement must use such time concurrently with any paid leave provided in accordance with this Appendix.

G. Reinstatement of Bargaining unit Members Who Are Medically Separated In Good Standing

If a bargaining unit member who is medically separated in good standing becomes medically able to return to University employment, they shall be eligible for rehire. Rehire shall be subject to approval of the Dean and the Provost. In determining whether to rehire the bargaining unit member, emphasis shall be placed on the qualification of the bargaining unit member at the time of rehire; the likelihood that the bargaining unit member will be able to resume teaching, scholarship and service at a level commensurate with their position; and the needs of the University, School or College, and Department.

H. Calculation of Supplemental Disability Pay

For bargaining unit members enrolled in the ARP and eligible to receive a disability supplement in accordance with these guidelines, the University shall supplement the disability insurance such that the bargaining unit member's bi-weekly gross pay (disability benefit plus supplement) while receiving the supplement equals the bi-weekly gross pay the bargaining unit member would have received if they were fully employed less the ARP contribution being paid by the disability carrier on behalf of the bargaining unit member.

I. Multiple Access to Paid Sick Leave

Bargaining unit members may only access the paid medical leave benefits described in this policy once every three (3) years unless otherwise approved by the Dean and the Provost, with an emphasis on whether the total amount of paid sick leave taken in any three (3) year period is less than the maximum paid sick leave available to the bargaining unit member under these guidelines.

Whenever a bargaining unit member utilizes paid sick leave under these guidelines, the bargaining unit member's years of service shall be determined from the bargaining unit member's University hire date. If the bargaining unit member accesses the benefit a second or subsequent time within the three (3) year period from the date the bargaining unit member initially accessed the paid sick leave, then the bargaining unit member shall be limited to the remaining paid sick leave eligibility for that three (3) year period.

If a bargaining unit member is not eligible for paid sick leave in accordance with this paragraph, they still may take as unpaid any medical leave to which they are entitled in accordance with their rights under federal and/or state medical leave laws.

APPENDIX C

ONLINE CREDIT COURSE DEVELOPMENT AND INTELLECTUAL PROPERTY AGREEMENT

This is an agreement between the University of Connecticut ("University") and ("Faculty Member") establishing the terms and compensation for the development and teaching of online courses on behalf of the University. The agreement derives from and is supplemental to, the University's *Intellectual Property and Commercialization Policy* ("*Policy*").

For consideration, Faculty Member agrees to develop [name of course] ("Course") for teaching remotely to enrolled students at the University in a predominantly online asynchronous mode of instruction.

Faculty Member and University recognize each other's independent and mutual rights under *Policy* and agree to abide by the terms of *Policy*.

Faculty Member agrees to *Policy* and the terms established in *Policy*. Faculty Member agrees to the division of intellectual property rights, as defined by *Policy* and further articulated here.

Schedule

University and Faculty Member agree to apply all diligence and quality of work to complete development of Course by [date].

Use of Copyrighted Materials

Faculty Member agrees that all materials collected and employed in Course by Faculty Member, whether written or visual or audio, have been cleared for use in Course, and that Faculty Member owns or has permission from the owner to use the material in Course, or the material may be employed under fair use rules.

University agrees that all materials collected and employed in Course by University, whether written or visual or audio, have been cleared for use in Course, and that University owns or has permission from the owner to use the material in Course, or the material may be employed under fair use rules.

Faculty Member agrees that every use of each individual item of copyrighted work comply with all applicable laws, contracts, and licenses. Faculty Member also agrees that each use obtained by Faculty Member includes permissions for online uses for a minimum of five years.

Intellectual Property Ownership

University agrees that the Faculty Member has rights to their intellectual property, in accordance with U.S. law and the *Policy* as referenced above, particularly Faculty Member's preexisting work that is incorporated into the Course. University agrees that Faculty Member retains all rights of ownership in such materials.

Faculty Member agrees, however, to grant the University a non-exclusive, royalty-free license to use the material as part of the Course. University agrees that Faculty Member retains all other rights of ownership to the Faculty Member's work and will be credited and acknowledged in all University uses of the work.

The Faculty Member retains the right to use the substantive content of the Course Materials created by the Faculty Member, without further consent or approval of University, in any scholarly or creative works. In particular, the Faculty Member retains the right to use the content in textbooks, journal articles, conference presentations, consulting projects, other scholarly works or professional activities, and in courses at other universities if the Faculty Member has left the full-time employment of the University of Connecticut.

The University grants to Faculty Member the "right of first refusal" to teach all sections of the Course to be taught using the course materials developed by them during the term required by the University. This "right of first refusal" means that during each term or session, the Faculty Member shall be given the first opportunity to instruct all sections of the Course to be taught using the materials they developed. If in a semester during the traditional academic year teaching all sections of Course to be taught using the materials they developed will result in overload for a full-time Faculty Member, the Faculty Member may have the option of teaching all such sections in exchange of a load adjustment in a subsequent semester with the prior approval of the department head and Dean. If the Faculty Member declines to teach the course or is unavailable to teach the course (*i.e.* on leave or has departed the University), the course materials may be used and/or adapted by another instructor without further compensation to the Faculty Member.

Transferability

The course may not be licensed, sold, or in any way transferred to a third party without written permission from the Provost's office and written consent from the Faculty Member and any authors of copyrighted works included in the course.

Rights Reserved by University

The University retains, at a minimum, the following rights:

1. A license and the right to use the Course for credit and non-credit instruction without payment of any royalties, fees, or residuals to the Course authors/developers, nor payment of any kind to any third parties holding copyright to elements used in the course except as provided by negotiated licenses or contracts.
2. The right to maintain continuity beyond the original creation by creating derivative works to keep the content current and relevant, and to maintain the usefulness and quality of Course materials as a University instructional offering, and the right to use Course Materials beyond the involvement of the original author/developer if the "right of first refusal" is no longer in force.

Quality, Clarity and Currency Assurance

Faculty Member agrees to take full responsibility for:

1. The substantive and intellectual content of the course materials, both at the time of their production and in subsequent uses so long as the Faculty Member remains employed by the University; Faculty Member agrees to deliver accurate and current information and content.

2. Maintaining the content for accuracy, currency, and clarity of presentation when the Faculty Member teaches this course at the University.

For the University of Connecticut:

[Printed Name] _____

Date: _____

Faculty Member:

[Printed Name] _____

Date: _____