



# UConn

UNIVERSITY OF CONNECTICUT

*Board of*



# TRUSTEES

VOL. 263, APRIL 6, 2026

## AGENDA

### UNIVERSITY OF CONNECTICUT BOARD OF TRUSTEES

**Monday, April 6, 2026  
Special Virtual Meeting**

Public Streaming Link (live captioning, upon request): <https://techsupport.uconn.edu/bot>

*(A recording of the meeting will be available at <http://boardoftrustees.uconn.edu> within seven days of the meeting.)*

Call to order at **3:30 p.m.**

1. Public Participation (limited to agenda items)\*  
\* Individuals who wish to speak during the Public Participation portion of the Monday, April 6, meeting, limited to agenda items, must sign up 24 hours in advance of the meeting's start time (i.e., 3:30 p.m. on Thursday, April 2) by emailing [boardoftrustees@uconn.edu](mailto:boardoftrustees@uconn.edu). Speaking requests must include a name, topic, and affiliation with the University (i.e., student, employee, member of the public). Per the University By-Laws, the Board may limit the entirety of public comment to a maximum of 30 minutes. As an alternative, individuals may submit written comments to the Board via [boardoftrustees@uconn.edu](mailto:boardoftrustees@uconn.edu), and all comments will be shared with the Board.
2. Minutes of the Meeting of February 25, 2026
3. Collective Bargaining Agreement Between the University of Connecticut (Attachment 1) and the UConn Chapter of the American Association of University Professors
4. Collective Bargaining Agreement Between the University of Connecticut (Attachment 2) and the University of Connecticut Professional Employees Association
5. Collective Bargaining Agreement Between the University of Connecticut (Attachment 3) and the Graduate Employee Union Local 6950-International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (GEU-UAW)
6. Executive Session (as needed)
7. Adjournment

PLEASE NOTE: *If you are an individual with a disability and require accommodations, please e-mail the Board of Trustees Office at [boardoftrustees@uconn.edu](mailto:boardoftrustees@uconn.edu) prior to the meeting.*

## **ATTACHMENT 1**

**DATE:** April 2, 2026  
**TO:** Members of the Board of Trustees  
**FROM:** Radenka Maric, President  
**RE:** Recommendation for Approval of Collective Bargaining Agreement with the University of Connecticut Chapter of the American Association of University Professors

---

## **RECOMMENDATION**

That the Board of Trustees approve the attached tentative Collective Bargaining Agreement and attendant documents between the University of Connecticut (“University”) and the University of Connecticut Chapter of the American Association of University Professors (“UConn-AAUP”) by adopting the resolution at the end of this Memorandum.

## **BACKGROUND**

The UConn-AAUP is certified as the exclusive collective bargaining representative for the University’s full-time faculty members, adjunct faculty, and other academic personnel as well as certain non-academic personnel in the Division of Athletics at all UConn locations other than UConn Health and the Law School.

The University and the UConn-AAUP are parties to a collective bargaining agreement, the most recent expiring on June 30, 2025. In anticipation of the expiration of that agreement, the University and the UConn-AAUP began bargaining a successor agreement in January 2025. As the parties had not reached a new agreement prior to expiration, in or about July 2025, the parties agreed to an extension agreement to keep key provisions of the contract operational until June 30, 2026, or legislative approval of a successor collective bargaining agreement.

In March 2026, the parties came to a tentative agreement at the bargaining table on a new contract between the University and UConn-AAUP. The tentative agreement was put to the members of the UConn-AAUP for a ratification vote, with the results expected on or about April 3, 2026.

The proposed four-year agreement contains important new provisions and language updates that address several longstanding concerns among the parties. Agreed upon changes include clarification and expansion of rights and protections for Clinical, In-Residence, and Extension (CIRE) Faculty, Academic Assistants and Facilities Scientists; provision of access to paid parental leave for members of the bargaining unit; increased compensation for department heads reflective of work performed over the full year; further codification of academic freedom protections; and establishment of a process for the redaction of personally identifiable information in external reference letters solicited during the promotion, tenure, and reappointment (PTR) process. Additionally, the parties have committed in side letters and memoranda of agreement to continue discussion and/or negotiation of important issues which could not be resolved at the bargaining table, while preserving their rights in other appropriate forums.

Despite best efforts, the parties were unable to reach agreement on two articles—Article 14 (Reduction of Staff for Discontinuance of Programs or For Financial Exigency) and Article 30 (Faculty Participation in Departmental Governance)—and they will proceed to interest arbitration. The primary issue in Article 14 is a disagreement as to which members of the bargaining unit it applies and under what circumstances the process in Article 14 must be followed. With regard to Article 30, the parties had extensive discussions about shared governance and the role of the department, school/college, and Provost in establishing policies and procedures related to performance review, merit, PTR, evaluation of teaching, and determination and assignment of faculty workload.

If this Board approves the agreement, including proceeding to interest arbitration on Articles 14 and 30, it will be submitted for approval by the State Office of Labor Relations to the General Assembly with approximately 35 other ratified collective bargaining agreements, some statewide and some specific to the University of Connecticut and the State University systems. If approved, the agreement between the University and the UConn-AAUP will take effect upon approval retroactive to July 1, 2025, and run through June 30, 2029.

### **SUMMARY OF KEY CONTRACT TERMS**

Kelly Bannister, Director of Labor Relations, and Attorney Joshua Nadreau, Fisher Phillips, served as Co-Chief Negotiators. The attached Executive Summary of key contract terms with explanatory information has been provided by Human Resources, Labor Relations. (Please see Attachment 1)

### **RESOLUTION**

Resolved by the Board of Trustees that the Tentative Agreement for a collective bargaining agreement between the University of Connecticut and the University of Connecticut Chapter of the American Association of University Professors and other attendant documents is hereby approved; and

That the President of the University is authorized to execute such Agreement and attendant documents on behalf of the University; and

That the President is authorized to do all things necessary to implement the Agreement.



**DATE:** April 2, 2026

**TO:** Radenka Maric, President

**FROM:** Kelly Bannister, Director of Labor Relations

**CC:** Renee Boggis, Interim Vice President for Human Resources

**RE:** Recommendation for Approval of Collective Bargaining Agreement with the University of Connecticut Chapter of the American Association of University Professors

---

The University and the UConn-AAUP are parties to a collective bargaining agreement, the most recent expiring on June 30, 2025. In anticipation of the expiration of that agreement, the University and the UConn-AAUP began bargaining a successor agreement in January 2025. As the parties had not reached a new agreement prior to expiration, in or about July 2025, the parties agreed to an extension agreement to keep key provisions of the contract operational until June 30, 2026, or legislative approval of a successor collective bargaining agreement.

In March 2026, the parties came to a tentative agreement at the bargaining table on a new contract between the University and UConn-AAUP. The tentative agreement was put to the members of the UConn-AAUP for a ratification vote, with the results expected on or about April 3, 2026.

### **OVERVIEW**

The proposed four-year agreement contains important new provisions and language updates that address several longstanding concerns among the parties. Agreed upon changes include clarification and expansion of rights and protections for Clinical, In-Residence, and Extension (CIRE) Faculty, Academic Assistants and Facilities Scientists; provision of access to paid parental leave for members of the bargaining unit; increased compensation for department heads reflective of work performed over the full year; further codification of academic freedom protections; and establishment of a process for the redaction of personally identifiable information in external reference letters solicited during the promotion, tenure, and reappointment (PTR) process. Additionally, the parties have committed in side letters and memoranda of agreement to continue discussion and/or negotiation of important issues which could not be resolved at the bargaining table, while preserving their rights in other appropriate forums.

Despite best efforts, the parties were unable to reach agreement on two articles—Article 14 (Reduction of Staff for Discontinuance of Programs or For Financial Exigency) and Article 30 (Faculty Participation in Departmental Governance)—and they will proceed to interest arbitration. The primary issue in Article 14 is a disagreement as to which members of the bargaining unit it applies and under what circumstances the process in Article 14 must be followed. With regard to Article 30, the parties had extensive discussions about shared governance and the role of the

department, school/college, and Provost in establishing policies and procedures related to performance review, merit, PTR, evaluation of teaching, and determination and assignment of faculty workload.

If approved by the Board of Trustees and the legislature, the agreement between the University and the UConn-AAUP will take effect upon approval by the legislature retroactive to July 1, 2025, and run through June 30, 2029.

### **Economic Provisions**

#### **Article 19 – Salary and Benefits:**

- **General Wage Increase (GWI) and Merit:** Consistent with the SEBAC framework, with 2% allocated to merit in lieu of increments consistent with the parties' past practice.

FY 2026: As soon as practicable following legislative approval of the agreement, 2.5% GWI and 2% performance-based award retroactive to August 23, 2025 (includes employees who have directly retired in the interim).

FY 2027: Effective August 23, 2026, 2.5% GWI and 2% merit pool.

FY 2028: Effective August 23, 2027, 2.5% GWI and 2% merit pool.

FY 2029: Subject to reopener.

Research Assistants and Research Associates continue to receive an increment increase in lieu of a merit award.

- **Adjunct Compensation:**

FY 2026: \$2,062 per credit (no change).

FY 2027: Increases to \$2,209 per credit.

FY 2028: Increases to \$2,298 per credit.

FY 2028: Increases to \$2,389 per credit.

Maintains that adjuncts with more than four (4) consecutive semesters receive at least 2% above the minimum adjunct rate and adjuncts with more than twelve (12) consecutive semesters receive at least 3% above the minimum adjunct rate.

- Promotions in Rank:

Increases promotional increases:

	<b>Assistant Professor</b>	<b>Associate Professor</b>	<b>Professor</b>
<b>FY 2026</b>	\$1,830	\$3,660	\$5,750
<b>FY 2027</b>	\$1,885	\$3,770	\$6,000
<b>FY 2028</b>	\$1,940	\$3,880	\$6,275
<b>FY 2029</b>	\$2,000	\$4,000	\$6,575

- Tuition Reimbursement:

Fund remains \$40,000 each fiscal year.

- Professional Development:

Maintains fund at \$1,000,000 each fiscal year, with unused funds rolled over.

Increases maximum a faculty member may receive from the fund annually from \$2,200 to \$2,500.

- Child Care: Increases fund from \$190,000 to \$210,000 in FY 27, to \$220,000 in FY 28, and to \$230,000 in FY 29.

- Family/Medical Leave:

Provides Childbirth Leave for bargaining unit members on an approved state or federal medical leave six or eight weeks paid leave related to childbirth, as specified in the medical provider's medical disability documentation. Such leave shall be subtracted from any paid sick leave entitlements under the bargaining agreement, with the employee permitted to save 5 days of sick leave for future use.

Provides Parental (Bonding) Leave for bargaining unit members on an approved state or federal family or medical leave up to six (6) calendar weeks paid leave at the time of birth, adoption, taking custody, or foster placement of a child, or for the prenatal or postnatal care of a spouse or significant other, to be taken within the year following birth, adoption, or placement of the child. Such leave shall be subtracted from sick leave entitlements eligible to be used for family members under the bargaining agreement.

Neither Childbirth Leave nor Parental Leave create an entitlement to additional pay outside of a bargaining unit member's appointment period.

- Provost Fund:

Continues to allow fund to be used at Provost's discretion to support retention of faculty members in the face of competition, to address salary issues such as compression and inversion, and to recognize special achievement by faculty members. Maintains fund for FY 26, 27 and 28 at \$350,000. Increases fund to \$375,000 in FY 29. Does not continue additional \$550,000 available under prior agreement specifically to address equity concerns.

Clarifies that the fund is inclusive of fringe, as is practice.

Article 15 – Selection and Review of Department Heads:

Provides newly appointed or reappointed department heads an additional \$10,000 as an administrative supplement in addition to the ten-month appointment.

Clarifies the compensation for serving as department head is reflective of work performed over the full academic year, including during the summer.

Article 24 – Research Assistants and Research Associates:

Increases salary increase for reclassification from 2% to lesser of 3% or \$1,750.

Allows Research Assistants and Research Associates continuing on an employment contract with the University the ability to carryover five (5) vacation and five (5) sick days per year to a maximum of twenty-five (25) days each.

Provides for two (2) days of personal leave (increased from one (1) day).

Article 35 – Parking

The sliding scale for reduced Area 2 parking rates was adjusted and will continue to adjust each year by the same percentage as the annual percentage increase exclusive of merit.

The semester parking rate for Adjunct Faculty shall be equal to 70% of the lowest Storrs Area 2 semester rate as of July 1, 2026, and remains at that amount for the term of this contract.

Allows employees using a state-issued handicap parking permit to park at any surface lot handicap designated parking spot at the Area 2 rate.

Article 38 – Summer and Winter Compensation:

Effective August 23, 2026, pays faculty a base salary of \$1,959 per credit (increased from \$1,915) for enrollments up to and including eight (8) students. \$240 per credit per student (increased from \$230) will be added to this base for each additional student thereafter up to a maximum of 13%

(previously 12%) of the faculty member's normal academic year salary or two point five (2.5) (previously 2.25) times the minimum adjunct rate, whichever is greater, not to exceed 13% (previously 12%) of the University-wide full professor average salary.

Beginning in fiscal year 2027, each year on August 23, increases the base salary per credit and the per credit per student rate by a factor equal to the percentage increase in the course fee for an undergraduate course effective that same fiscal year, but no less than 4.0% and no more than 5.5%. In any year there is a zero percent (0%) increase to the course fee, there will not be an increase in the base salary per credit or the per credit per student rate.

Faculty teaching non-traditional credit courses shall continue to receive 50% of the course fee paid by the students up to a maximum of 13% (previously 12%) of the faculty member's normal academic year salary or 13% (previously 12%) of the University-wide full professor average salary, whichever is less.

Increases fee for course preparation if class is cancelled from \$400 to \$450 per credit.

#### Article 39 – Compensation for the Development of Credit-Bearing Online Courses and related Appendixes C and D:

Maintains minimum compensation for developing an online course at \$2,750 per course credit hour.

Clarifies right of first refusal and process for continued use of the developer's materials in subsequent terms or semester.

#### Article 41 – Compensation for Experiential Global Learning:

Maintains compensation at a per credit rate equivalent to the minimum adjunct rate.

Increases the stipend for meals and incidentals from \$200 to \$225 per week for most programs, and uses the meals and incidental rate for the location set by the U.S. Department of State for the period of required travel and presence at the program location when ten (10) days or less.

#### Article 42 (New) – Academic Assistants and Facilities Scientists:

Increases salary increase for reclassification from 2% to lesser of 3% or \$1,750.

#### Appendix E – Professional Development Fund Fellowship for CIRE Faculty:

Establishes a Fellowship Fund of \$100,000 per fiscal year, beginning in FY 27, for individual CIRE Faculty to apply for and receive awards for expenses and activities related to professional development and job responsibilities in the areas of teaching and learning, research and scholarship, leadership, community outreach and engagement, clinical practice, and pedagogical training including, but not limited to, student support, travel, and summer salary.

## **Non-Economic Provisions**

Throughout the contract, changes have been made to remove outdated references and expired provisions, to establish or adjust timelines and procedures to conform with practice, and other minor clarifications.

### Article 3 – Academic Freedom:

Incorporates language from the University of Connecticut By-Laws into the bargaining agreement, in particular, language outlining the faculty member's rights and responsibilities when they speak or write as a citizen.

### Article 5 – Nondiscrimination:

Provides that no bargaining unit member shall be unlawfully discriminated against because of citizenship status, consistent with federal law.

### Article 12 – Personnel Files:

Updates language to account for employees (other than student employees) within units with job responsibilities related to the maintenance of personnel files and/or administration of personnel matters to have access to personnel or PTR/P&R files.

For external letters solicited as part of the PTR process, allows for the removal of identifiable information (including, but not limited to, name, title, institutional affiliation, and relationship to the candidate) contained either at the top of the letterhead, or within and below the signature block of the letter of evaluation. This should pave a path for obtaining meaningful responses to inform important tenure and promotion decisions.

### Article 13 – *Clinical, In-Residence, and Extension (CIRE) Faculty:*

Splits CIRE Faculty from Academic Assistants and Facilities Scientists (addressed in a new article) to more closely align each article with the rights and responsibilities of each position.

Maintains that CIRE faculty members will serve a probationary year and an additional five years in the position before receipt of a multiyear appointment with just cause protection for non-renewal. Provides that the appointment after the probationary year and three (3) one-year appointments will be a two-year appointment (*i.e.*, years five and six), which may be non-renewed without just cause at its conclusion. Provides that the first multiyear appointment with just cause protection will be for three to five (5) years, with the second and subsequent appointments for five (5) years.

Increases notice periods for non-renewal of CIRE faculty members from 30 to 45 calendar days after one year of probationary employment and from 60 to 90 calendar days after one year of non-probationary employment.

Article 15 – Selection and Review of Department Heads:

Outlines that the Dean or designee will provide evaluation and feedback regarding performance in their assigned duties as department head.

Article 16 – UConn-AAUP Rights:

Outlines the potential for an alternative, equivalent workload reduction (other than course release) if a faculty member has received a course reduction in three (3) or more consecutive semesters or four (4) or more course releases in a four-year period.

Article 24 – Research Assistants and Research Associates:

Allows Research Assistants and Research Associates continuing on an employment contract with the University the ability to carryover five (5) vacation and five (5) sick days per year to a maximum of twenty-five (25) days each.

Provides for two (2) days of personal leave (increased from one (1) day).

Includes language regarding progressive discipline and a list of acts that may lead to discipline resulting in loss of pay or dismissal for cause.

Requires units to develop and approve a process for an annual performance review to provide written formative feedback for the employee and state whether the employee's overall performance is satisfactory or unsatisfactory.

Article 25 – Merit:

Requires the solicitation of input from interdisciplinary unit heads and regional Campus Deans as applicable.

Article 26 – Temporary Employees:

Includes language regarding progressive discipline and a list of acts that may lead to discipline resulting in loss of pay or dismissal for cause, and clarifies internal appeal process.

Provides adjunct faculty members notice of non-renewal of twenty-one (21) calendar days' for a semester appointment and forty-five (45) calendar days' notice for a multi-year appointment.

Requires written appointment letters and timeline for adjunct faculty members.

Provides an adjunct, on a multi-year contract, who has taught ten (10) semesters of the same course (at least four (4) of which must be in or after the Fall 2026 semester) a limited right of first refusal to teach the course only as to other adjunct faculty members.

Article 32 – Office/Research/Instructional Space and Technology:

Requires provision of space for confidential conversations and the storage of protected documents if necessary to perform assigned duties.

Article 37 – Athletics:

Clarifies contracts may be for more or less than one year and bargaining unit members may be employed in either Tier 1 (Football and Basketball) or Tier 2 (all other) sports or both.

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 for up to forty-five (45) days, at which point the contract shall be renewed for one (1) year based on the existing terms, unless the coach is provided with a notice of non-renewal prior to the contract's expiration or terms of the contract are renegotiated by mutual agreement.

Establishes a notice period for non-renewal of bargaining unit members if a sport is eliminated consistent with existing schedule.

Outlines input process for evaluation procedures and clarifies that anonymous complaint technology may not be an independent criterion for evaluation.

Includes a statement agreeing that it is in the interest of the University and members of the bargaining unit in Athletics to foster a culture of compliance with NCAA rules and regulations.

Clarifies that discipline for serious non-compliance with NCAA rules or regulations includes, but is not limited to, Level I violations.

Outlines criteria for merit for athletic personnel, including satisfactory performance, involvement with a team that won a conference championship or participated in post-season competition, and extraordinary service to Athletics or an individual sports program.

Provides guidance on the opportunity for advancement in Certified Professional Staff positions.

Article 42 (New) – Academic Assistants and Facilities Scientists:

Moves Academic Assistants and Facilities Scientists into their own article (previously in Article 13) to more closely align each article with the rights and responsibilities of each position.

Maintains that Academic Assistants and Facilities Scientists will serve a probationary year and an additional five years in the position before receipt of a multiyear appointment with just cause protection for non-renewal. Provides that the appointment after the probationary year and three (3) one-year appointments will be a two-year appointment (*i.e.*, years five and six), which may be non-renewed without just cause at its conclusion. Provides that the first multiyear appointment

with just cause protection will be for three to five (5) years, with the second and subsequent appointments for five (5) years.

Increases notice periods for non-renewal of Academic Assistants and Facilities Scientists from 30 to 45 calendar days after one year of probationary employment and from 60 to 90 calendar days after one year of non-probationary employment.

Allows Academic Assistants and Facilities Scientists continuing on an employment contract with the University the ability to carryover five (5) vacation and five (5) sick days per year to a maximum of twenty-five (25) days each.

Requires unit employing Academic Assistants or Facilities Scientists to adopt a process for an annual performance review to provide formative feedback for the employee and state whether the employee's overall performance is satisfactory or unsatisfactory.

Establishes a reclassification process through Human Resources similar to other bargaining unit members.

#### New Article – Health and Safety:

Affirms the University's and UConn-AAUP's shared commitment to maintaining a safe and healthy work environment in compliance with state and federal law. It establishes that bargaining unit members cannot be required to work under conditions posing an imminent threat to health or safety and outlines procedures for reporting hazards and requesting temporary relocation or remote work.

Outlines the University will provide guidance related to possible law enforcement or immigration activity, and access to information on visas, travel, and legal resources.

Provides union representation on the Environmental Health and Safety Committee.

Explicitly prohibits retaliation against bargaining unit members who raise good-faith safety concerns.

#### Appendix B – Faculty Medical Leave Guidelines:

Clarifies eligibility and process for approval of medical leave under this Appendix, including use during an approved reduced schedule or intermittent FMLA leave.

Standardizes amount of paid leave available based on years of service and establishes connection between approved state or federal medical leave and receipt of benefits.

Resolves ambiguity concerning amount of paid leave available when a faculty member moves from one tier of benefits to the next while on an approved leave or in temporal proximity to a prior approved leave.

MOA #1:

Clarifies the term “department head” as used in this agreement to include directors of schools within a college who are the functional equivalent of a department head.

MOA #2:

Codifies practice that a faculty member will have their appointment reverted to the 9-month faculty base for the duration of the sabbatical.

Clarifies that the determination of whether to take a half-year sabbatical during the fall or spring semester shall not interfere with the eligibility of the faculty member to earn up to three (3) months of summer salary. A faculty member with a 10-month appointment who takes a half-year sabbatical will be eligible to earn up to two point five (2.5) months of summer salary.

MOA #3:

Allows the UConn-AAUP to designate one member of the bargaining unit to serve on the artificial intelligence council, when such council is formed, no later than July 1, 2026.

**Duration**

The contract will have a duration of July 1, 2025, through June 30, 2029. There will be a reopener on general wage increases and merit for fiscal year 2029.

**Interest Arbitration**

Despite best efforts, the parties were unable to reach agreement on two articles—Article 14 (Reduction of Staff for Discontinuance of Programs or For Financial Exigency) and Article 30 (Faculty Participation in Departmental Governance)—and they will proceed to interest arbitration.

Article 14 – Reduction of Staff for Discontinuance of Programs or for Financial Exigency:

The primary issue in Article 14 is a disagreement as to which members of the bargaining unit it applies and under what circumstances the process in Article 14 must be followed.

Article 30 – Faculty Participation in Department Governance:

The parties had extensive discussions about shared governance and the role of the department, school/college, and Provost in establishing policies and procedures related to performance review, merit, PTR, evaluation of teaching, and determination and assignment of faculty workload. These issues will need to be resolved through arbitration.

**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, 2025 – June 30, 2029**

**TABLE OF CONTENTS**

	<b>Page</b>
<b>ARTICLE 1.</b>	<b>Recognition..... 1</b>
<b>ARTICLE 2.</b>	<b>Exclusions..... 1</b>
<b>ARTICLE 3.</b>	<b>Academic Freedom..... 2</b>
<b>ARTICLE 4.</b>	<b>Governance ..... 2</b>
<b>ARTICLE 5.</b>	<b>Nondiscrimination ..... 3</b>
<b>ARTICLE 6.</b>	<b>Affirmative Action and Equal Employment Opportunity Policy ..... 3</b>
<b>ARTICLE 7.</b>	<b>Board Prerogatives..... 4</b>
<b>ARTICLE 8.</b>	<b>Maintenance of Procedures ..... 4</b>
<b>ARTICLE 9.</b>	<b>Meet and Discuss ..... 5</b>
<b>ARTICLE 10.</b>	<b>Contractual Grievance Procedure ..... 5</b>
<b>ARTICLE 11.</b>	<b>Additions To the By-Laws Grievance Procedures ..... 8</b>
<b>ARTICLE 12.</b>	<b>Personnel Files ..... 9</b>
<b>ARTICLE 13.</b>	<b>Clinical In-Residence and Extension (CIRE) Faculty.....10</b>
<b>ARTICLE 14.</b>	<b>Reduction of Staff for Discontinuance of Programs or For Financial Exigency ..... 14</b>
<b>ARTICLE 15.</b>	<b>Selection and Review of Department Heads ..... 17</b>
<b>ARTICLE 16.</b>	<b>UCONN-AAUP Rights..... 18</b>
<b>ARTICLE 17.</b>	<b>UCONN-AAUP Security and Payroll Deductions..... 19</b>
<b>ARTICLE 18.</b>	<b>Longevity ..... 21</b>
<b>ARTICLE 19.</b>	<b>Salary and Benefits..... 21</b>
<b>ARTICLE 20.</b>	<b>Minimum Terms ..... 29</b>
<b>ARTICLE 21.</b>	<b>Continuation of Services ..... 29</b>
<b>ARTICLE 22.</b>	<b>Mergers and Acquisitions ..... 30</b>
<b>ARTICLE 23.</b>	<b>Savings Clause..... 30</b>
<b>ARTICLE 24.</b>	<b>Research Assistants and Research Associates..... 30</b>
<b>ARTICLE 25.</b>	<b>Merit ..... 35</b>

<b>ARTICLE 26.</b>	<b>Temporary Employees .....</b>	<b>38</b>
<b>ARTICLE 27.</b>	<b>Discipline For Tenured and/or Tenure-Track Faculty .....</b>	<b>44</b>
<b>ARTICLE 28.</b>	<b>Student Experience of Teaching.....</b>	<b>45</b>
<b>ARTICLE 29.</b>	<b>Patent Rights .....</b>	<b>46</b>
<b>ARTICLE 30.</b>	<b>Faculty Participation in Department Governance .....</b>	<b>46</b>
<b>ARTICLE 31.</b>	<b>Promotion, Tenure, and Reappointment.....</b>	<b>50</b>
<b>ARTICLE 32.</b>	<b>Office/Research/Instructional Space and Technology .....</b>	<b>50</b>
<b>ARTICLE 33.</b>	<b>Agricultural Extension .....</b>	<b>51</b>
<b>ARTICLE 34.</b>	<b>Tenure Appeal.....</b>	<b>51</b>
<b>ARTICLE 35.</b>	<b>Parking .....</b>	<b>52</b>
<b>ARTICLE 36.</b>	<b>Flexible Semesters.....</b>	<b>53</b>
<b>ARTICLE 37.</b>	<b>Athletics .....</b>	<b>54</b>
<b>ARTICLE 38.</b>	<b>Summer and Winter Compensation .....</b>	<b>59</b>
<b>ARTICLE 39.</b>	<b>Compensation for the Development of Credit-Bearing Online Courses .....</b>	<b>62</b>
<b>ARTICLE 40.</b>	<b>Duration of Agreement .....</b>	<b>64</b>
<b>ARTICLE 41.</b>	<b>Compensation for Experiential Global Learning.....</b>	<b>64</b>
<b>ARTICLE 42.</b>	<b>Academic Assistants and Facilities Scientists.....</b>	<b>66</b>
<b>ARTICLE 43.</b>	<b>Health and Safety.....</b>	<b>72</b>
<b>ARTICLE 44.</b>	<b>Sign Off.....</b>	<b>74</b>
<b>APPENDIX A.</b>	<b>Longevity Payment Chart.....</b>	<b>75</b>
<b>APPENDIX B.</b>	<b>Medical Leave Guidelines .....</b>	<b>77</b>
<b>APPENDIX C.</b>	<b>Online Credit-Bearing Course Development and Intellectual Property Agreement .....</b>	<b>82</b>
<b>APPENDIX D.</b>	<b>Online Credit-Bearing Course Development and Intellectual Property Agreement for Adjunct Faculty.....</b>	<b>85</b>
<b>APPENDIX E.</b>	<b>Professional Development Fund Fellowship for Cire Faculty .....</b>	<b>88</b>
<b>MOA #1</b>	<b>Schools Within A College.....</b>	<b>89</b>
<b>MOA #2</b>	<b>Sabbatical Leave.....</b>	<b>89</b>
<b>MOA #3</b>	<b>Artificial Intelligence .....</b>	<b>89</b>

**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. Excluded are those classifications and titles listed in Article 2 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 Article 2 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, 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, Campus 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, Postdoctoral Research Associates, 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.

A. All members of the faculty, whether tenured or not, are entitled to academic freedom set forth in the 1940 Statement of Principles on Academic Freedom and Tenure formulated by the Association of American Colleges and the American Association of University Professors.

B. The faculty member is a citizen, a member of a learned profession, and an officer of an educational institution. When the faculty member speaks out or writes as a citizen, they should be free from institutional censorship or discipline, but the faculty member's special position in the community imposes special obligations. As a person of learning and an educational officer, they should remember that the public may judge the faculty member's profession and the University by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they do not speak for the institution.

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, citizenship status, 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**

### **AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY 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 affirmative action and equal employment opportunity 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 equal employment opportunity issues, in the event such a committee is established.

**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 other 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.

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.

8.5. The UConn-AAUP will provide the University official in charge of collective bargaining with an electronic copy of any petition, complaint, or similar document within three (3) calendar days after its filing. In a similar way, the Administration will provide an electronic copy to the UConn-AAUP.

## **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 shall be filed to arbitration within fifteen (15) calendar days of filing of the notice of intent to proceed to arbitration. The UConn-AAUP will provide a copy of the filing to arbitration to the University official in charge of collective bargaining within three (3) business days of the filing. 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 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) merit grievances (which are grievable until Article 25.5), and contractual grievances (which are grievable under Article 10), grievances arising out of the application or interpretation of the University of Connecticut By-Laws, and policies of the University, shall be brought through the faculty grievance procedures outlined in the University By-Laws ("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 bargaining unit member who alleges they are aggrieved and the appropriate University administrator to discuss the alleged grievance. The bargaining unit 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 bargaining unit member. A copy of this answer shall be given to the UConn-AAUP.

11.3 If the bargaining unit 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, including letters of reference obtained as part of the PTR/P&R process which may be accessed as set forth in Paragraph 12.2(D). Not later than three (3) working days after the request is made by the bargaining unit member, a bargaining unit member shall be provided with an electronic version of their personnel file or PTR/P&R files at all levels. If the administration demonstrates they cannot produce requested materials within three (3) working days, the time to provide the file shall be extended to five (5) working days.

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

1. Administrators, Human Resources employees, members of the bargaining unit on official business, and employees (other than student employees) within their units with job responsibilities related to the maintenance of personnel files and/or administration of personnel matters, 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.

D. Access by a faculty member to external letters of reference obtained during the PTR/P&R process shall be as follows:

1. Upon request to the Provost Office, a faculty member may access a redacted copy of an external letter of reference. Redaction is defined as the removal of identifiable information (including, but not limited to, name, title, institutional affiliation, and relationship to the candidate) contained either at the top of the letterhead, or within and below the signature block of the letter of evaluation. The full text of the body of the letter shall be accessible to the candidate upon request. Letter writers will be instructed that if they wish to provide a brief factual statement regarding their relationship to the candidate, it should be placed below the signature block. Access will be provided within five (5) business days of the request.

2. External letters of reference shall be numbered, and reviewers should be referred to only by their respective number in narrative statements visible to the faculty member (e.g., department PTR committee recommendation, department head recommendation).

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

12.6 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**

### **CLINICAL, IN-RESIDENCE, AND EXTENSION (CIRE) FACULTY**

13.1 This article pertains to members of the bargaining unit not in a tenure track, referred to as “CIRE faculty members,” in the following titles:

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, and all faculty with Clinical and In-Residence titles.

13.2 Appointment of CIRE Faculty Members

A. New CIRE faculty members 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 30 calendar days’ notice or pay and benefits for which they are eligible in lieu thereof.

B. Following the completion of the probationary year, CIRE faculty members shall be eligible for one-year appointments up to a maximum of three (3) such one-year appointments. Notice of non-renewal of a one-year appointment shall be afforded according to the schedule listed below.

C. Beginning the fifth year, CIRE faculty members shall be eligible for a two (2) year appointment. Notice of non-renewal of a two-year appointment shall be afforded according to the schedule listed below.

D. Beginning in 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 CIRE faculty members shall receive a multi-year contract of three (3) or more or more years in duration. Commencing with the first multi-year contract of three (3) or more years, subsequent appointments shall be for five (5) years, and non-renewal shall be grievable according to the procedures and standards of dismissal for cause.

E. 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: forty-five (45) calendar days' notice.
3. After one (1) year of non-probationary employment: ninety (90) calendar days' notice.
4. After receiving a two-year appointment: one hundred twenty (120) calendar days' notice.
5. After receiving the first multi-year appointment of three or more years: three hundred (300) calendar days' notice.

F. CIRE faculty employed on July 1, 2026, shall have their appointment duration adjusted to the length provided for in this Article upon the next renewal of their appointment.

G. If either the UConn-AAUP or the University identifies any CIRE faculty members who should have, but did not, receive a contract of the duration provided for in this Article, the parties shall meet prior to the start of the next academic year to discuss the matter and determine what action should be taken.

H. The dismissal or non-renewal of a CIRE faculty member during their probationary year shall not be grievable under any article of this agreement or under the University of Connecticut By-Laws. Following the successful completion of the probationary year, dismissal or non-renewal of CIRE faculty on one-year or two-year appointments 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 or dismissal violated Article 5.

Dismissal or nonrenewal of a CIRE faculty member after receiving an appointment of three or more years shall be grievable according to the procedures and standards of dismissal for cause in this article.

### 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 CIRE faculty members 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 demonstrated by the Administration, during the term of an employment contract, CIRE faculty members shall be entitled to notice of termination or salary and benefits for which they are eligible 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 receiving a two-year appointment: one hundred eighty (180) calendar days' notice.
- E. After receiving a contract of three or more years: three hundred (300) calendar days' notice.

Dismissal for cause is not subject to the above schedule.

### 13.6 Discipline, Dismissal, or Non-Renewal of Appointments of Three or More Years for Just Cause

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

The parties wish to encourage open communication between administrators and CIRE faculty 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 CIRE faculty member or non-renewal of such a member following receipt of an appointment of three or more years 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 CIRE faculty member engaged in other acts of misconduct. The parties acknowledge that the principles of academic freedom as provided in Article 3 apply to CIRE faculty members.

A. Discipline, dismissal, and non-renewal of appointments of three or more years 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, 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 reappointment, 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 appointments of three or more years.

1. The CIRE faculty 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 CIRE faculty member may request in writing a hearing before their Dean or Director or their designee, with a UConn-AAUP representative present, should the CIRE faculty member so desire. This hearing shall be held within fifteen (15) calendar days of the CIRE faculty 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 CIRE faculty 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 CIRE faculty 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 CIRE faculty member, which member may request the attendance of an 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 CIRE faculty member, the suspension shall be with salary and benefits for which the CIRE faculty member is eligible 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 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 CIRE faculty member is eligible 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 CIRE faculty members, 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 a CIRE faculty 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

**The language in Article 14 is from the 2021-2025 collective bargaining agreement. The parties have agreed to proceed with interest arbitration on this Article.**

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**

As used in this article, the term “department” includes schools within a college.

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 in the department. 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.

A. Annually, the Dean or their designee will provide a department head with criteria for an evaluation and formative written feedback about performance in their assigned duties as department head.

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. Beginning August 23, 2026, newly appointed or reappointed department heads shall also receive an additional \$10,000 as an administrative supplement. The compensation for serving as department head is reflective of work performed over the full academic year, including during the summer. 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.

Department heads appointed prior to August 23, 2026, whose sole compensation for serving as department head is a tenth month or who receive an administrative supplement of less than \$10,000 shall receive an administrative supplement of at least \$10,000 beginning August 23, 2026.

15.5 Vacancies in the position of department head shall be filled at the earliest opportunity, adhering to the process in 15.1.

## **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. Requests to the Administration shall be made to the University official in charge of collective bargaining. Requests to the UConn-AAUP shall be made to its Executive Director.

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 and distribute a link to the Agreement to each member of the bargaining unit.

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. If a faculty member, other than the UConn-AAUP President and one other bargaining unit member, has received a course reduction in three (3) or more consecutive semesters or four (4) or more course releases in a four-year period, the dean may require an alternative to course release. The faculty member, department head, UConn-AAUP representative if requested by the member, and dean (or their designee) will meet to establish an alternative, equivalent workload reduction.

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 a unit which does not report to the Provost, the parties shall present their positions to the appropriate Vice 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 ten (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 employees 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's 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**

Except as noted in Paragraph 1, below, 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.

1. As soon as practicable following General Assembly approval of this agreement, those current members of the bargaining unit employed on April 1, 2025, or who have directly retired since that date, whose performance is satisfactory shall receive a 2.5% general wage increase (GWI) retroactive to August 23, 2025.

As soon as practicable following General Assembly approval of this agreement, those current members of the bargaining unit employed on April 1, 2025, or who have directly retired since that date, whose performance is satisfactory shall receive a 2.0% performance-based award retroactive to August 23, 2025.

2. Effective August 23, 2026, those members of the bargaining unit whose performance is satisfactory shall receive a 2.5% general wage increase (GWI).

Effective August 23, 2026, a merit pool shall be established comprised of 2.0% of the combined salaries of members of the unit as of December 31, 2025, and will be distributed in accordance with the procedures outlined in Article 25.

3. Effective August 23, 2027, those members of the bargaining unit whose performance is satisfactory shall receive a 2.5% general wage increase (GWI).

Effective August 23, 2027, a merit pool shall be established comprised of 2.0% of the combined salaries of members of the unit as of December 31, 2026, and will be distributed in accordance with the procedures outlined in Article 25.

## 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 whose performance is satisfactory 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, 2026, the merit increment of each Research Assistant and Research Associate in the bargaining unit whose performance is satisfactory 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, 2027, the merit increment of each Research Assistant and Research Associate in the bargaining unit whose performance is satisfactory 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 amounts for promotions in rank for the 2025-2029 contract shall be as follows:

For promotions effective August 23, 2025:

Assistant Professor	\$1,830
Associate Professor	\$3,660
Professor	\$5,750

For promotions effective August 23, 2026:

Assistant Professor	\$1,885
Associate Professor	\$3,770
Professor	\$6,000

For promotions effective August 23, 2027:

Assistant Professor	\$1,940
Associate Professor	\$3,880
Professor	\$6,275

For promotions effective August 23, 2028:

Assistant Professor	\$2,000
Associate Professor	\$4,000
Professor	\$6,575

B. 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 this agreement.

19.5 Salary Minima

A. The salary minima for assistant professor, associate professor, and professor ranks, excluding research professor and research scholar titles, 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 or other dependents 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 nonlaboratory 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 2026	\$1,000,000
FY 2027	\$1,000,000
FY 2028	\$1,000,000
FY 2029	\$1,000,000

Unused funds will be rolled into the next fiscal year.

3. Annually, each eligible full-time bargaining unit member shall, upon request, receive up to \$2,500 from the Professional Development Fund for any academic-related travel expenses (airfare, lodging, conference registration fees, per diem, etc.), 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

1. 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.

2. Failure of a bargaining unit member to apply for disability coverage within thirty (30) calendar days of becoming eligible may result in a reduction in the amount of pay available to the bargaining unit member under Appendix B, and/or withholding or reduction in the supplement.

H. Child Care

A pool shall be established each year of this agreement to reimburse bargaining unit members for childcare expenses incurred in licensed day care facilities as follows:

FY 2026	\$190,000
FY 2027	\$210,000
FY 2028	\$220,000
FY 2029	\$230,000

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, SEBAC Supplemental Leave, University By-Laws, this Article, and Appendix B of this contract, where applicable.

a. Childbirth Leave - The University shall grant a bargaining unit member who is on an approved state or federal medical leave after giving birth to a child six or eight weeks paid leave related to childbirth, as specified in the medical provider's medical disability documentation. Such leave shall be subtracted from any paid sick leave entitlements under Article 24, Article 42, and Appendix B, except that a bargaining unit member with sick leave under Article 24 or Article 42 shall be permitted to save five (5) days. Time characterized as childbirth leave shall commence on the date of birth and extend six or eight weeks thereafter. This leave will run concurrently with state and federal medical leave laws, as applicable, and may be taken in conjunction with parental leave under paragraph B.

b. Parental (Bonding) Leave – The University shall grant a bargaining unit member who is on an approved state or federal family or medical leave up to six (6) calendar weeks paid leave at the time of birth, adoption, taking custody, or foster placement of a child, or for the prenatal or postnatal care of a spouse or significant other, to be taken within the year following birth, adoption, or placement of the child. Such leave shall be an established reduced schedule (e.g., 50% time over 12 weeks) or continuous block leave and subtracted from any sick leave entitlements under Article 24 or Article 42, except that the bargaining unit member shall be permitted to save five (5) days. Additional unpaid time off beyond the six (6) calendar weeks for bonding or prenatal or postnatal care of a spouse or significant other may be approved under federal

and state medical leave laws as applicable. Such leave, if approved, would run concurrently from the bargaining unit member's first day out on caregiver or bonding leave. Bargaining unit members should notify their supervisor of an anticipated leave as soon as practicable and prior to the start of the semester in which the leave will be taken.

c. Leave under this article does not create an entitlement to additional pay outside of a bargaining unit member's appointment period.

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, and reported to the Department of Human Resources within six (6) months of its occurrence, 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, 2025	\$2,062 per credit
Effective August 23, 2026	\$2,209 per credit
Effective August 23, 2027	\$2,298 per credit
Effective August 23, 2028	\$2,389 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, inclusive of fringe, as they see fit in order to retain bargaining unit members in the face of market competition, to address salary disparities

including but not limited to salary compression and inversion taking into account performance, to make equity adjustments, or to 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.

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

FY 2026	\$350,000
FY 2027	\$350,000
FY 2028	\$350,000
FY 2029	\$375,000

**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.

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 prior to the increase appearing in their paycheck.

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

## 19.9 FLSA Time for Non-Exempt Employees:

A. Employees who are non-exempt under the federal Fair Labor Standards Act (FLSA) may be required to report hours worked in the University's official time reporting system.

B. At its discretion, the University may pay overtime or award compensatory time as required by the FLSA.

1. If the University determines to pay overtime, it shall be awarded at the rate of one and one-half hours for each hour for which overtime compensation is required by the FLSA.

2. If the University determines to award it, compensatory time for non-exempt employees shall be afforded in accordance with the 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. Written agreements and understandings between members of the bargaining 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 bargaining 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 amount 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. Use of paid time off must be recorded when used in a location available to both the member of the bargaining unit and their supervisor. Research Assistants and Research Associates may be required to record their use of leave in the University's official time

reporting system, which includes employees who are non-exempt under the FLSA. Leave not taken will not be 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 must be requested in advance and 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 or funding contract, but Research Assistants and Research Associates may carryover five (5) vacation days per year to a maximum of twenty-five (25) days if continuing on an employment contract with the University.

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, Juneteenth, 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, injury, health, preventative care, or treatment up to fifteen (15) workdays annually. These days may be used for the illness, injury health, or preventative care or treatment of a family member (spouse, sibling, child, grandparent, grandchild, parent, or an individual related to the employee by blood or affinity whose close association with the employee shows to be equivalent to those family relationships). 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 or funding contract, but a Research Assistants and Research Associate may carryover five (5) days of sick leave per year to a maximum of twenty-five (25) days if continuing on an employment contract with the University.

4. Personal Leave

Effective August 23 of each year of the contract, each Research Assistant and Research Associate shall be credited with two (2) days 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. Appointment

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 Research Assistant or Associate may make a written request to the initiator of the action in order to meet and to review the decision. If a meeting is held, the Research Assistant or Research Associate may request the attendance of a UConn-AAUP representative. The initiator of the action 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 C, the Research Assistant or Research Associate 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 Loss of Pay and Dismissal for Cause Procedures

The parties agree that, except for serious misconduct, dismissal of a non-probationary bargaining unit member or non-renewal of such a bargaining unit member should occur only as the final step in a progressive disciplinary system.

This section refers solely to disciplinary action resulting in loss of pay or dismissal for cause during the term of an employment contract for:

1. Neglect of assigned responsibilities, incompetence, failure to meet continuing educational requirements, or to fulfill professional commitments.
2. Insubordination or noncompliance with the University of Connecticut By-Laws, 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, 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. Documented failure to meet generally accepted satisfactory standards of job performance.

The Parties agree that disciplinary action resulting in loss of pay or dismissal for cause of a non-probationary Research Assistant or Research Associate during the term of the contract shall follow the procedure outlined below. Only supervisors who are not in the bargaining unit may issue discipline resulting in loss of pay or dismissal for cause.

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. If a meeting is held, the Research Assistant or Research Associate may request the attendance of a UConn-AAUP representative. 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 Provost's Office. The Provost's Office will issue a written decision within fifteen (15) calendar days.

D. The decision of the 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 Provost Office's decision 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 Provost Office's decision.

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 Principal 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, the department head, 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 3% or \$1,750.00, whichever is less.

#### 24.7 Probationary Period for Research Assistants and Research Associates

A. New Research Assistants and Research Associates shall serve a probationary period during their first appointment or six (6) months, whichever is longer. 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 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.

#### 24.8 Performance Review

To promote and maintain excellence in job performance, each unit employing Research Assistants and/or Research Associates will develop and approve a process for an annual performance review. The review shall, at a minimum, provide written formative feedback for the employee and state whether the employee's overall performance is satisfactory or unsatisfactory.

### **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 in proportion to the department heads' payroll and the payroll of bargaining unit members not affiliated with an academic department.

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

### 25.3 Merit Criteria and Procedures

A. 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.

B. 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. 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.

1. 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 (or Dean in non-departmentalized schools). Department Heads shall take departmental committee recommendations into consideration when making their own merit recommendations.

2. 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 faculty members 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.

D. D 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. Department merit committees may present merit evaluations without mention of a dollar amount to the Dean for their consideration in determining the Department Head's merit award.

E. E. 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.

F. 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.

1. 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.

G. 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.

H. The Dean shall review the recommendations of the Department Head and the departmental advisory committee, if any. 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. 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.

I. Within two weeks of receiving their approved recommendations from 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.

J. Departments and interdisciplinary units employing jointly appointed bargaining unit members shall agree upon a merit process for such faculty to be administered by the home department. 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 interdisciplinary unit head shall advise the home department and department heads of the faculty member's contributions in their interdisciplinary unit, including the significance of the faculty member's contributions within their fields. Similarly, for faculty teaching at a regional campus, the home department shall solicit input from the regional Campus Dean about the faculty member's contributions and engagement at the regional campus.

1. For a faculty member serving as head of an interdisciplinary unit reporting to a Provost, Vice Provost, or a Vice President (including the Q Center and the Writing Center), the faculty member's home department and the administrator to whom the interdisciplinary unit reposes shall agree upon a merit process for the faculty member, which shall be administered by the faculty member's home department, taking into account their contributions in their interdisciplinary unit.

25.4 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.

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

25.6 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.

#### 25.7 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 or Article 42, 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 and applicable federal and state law. Employees may be required to provide an acceptable medical certificate.

B. There shall be no carry-over of sick leave beyond the end dates of a grant or employment contract unless required by law.

## 26.3 Notice of Termination

In the event of programmatic change, low course enrollment, or bona fide fiscal constraints as demonstrated by the administration, 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 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 Loss of Pay or Dismissal for Cause Procedures for Temporary Employees

A. This section refers solely to disciplinary action resulting in loss of pay or dismissal for cause during the term of an employment contract, which shall be for:

1. Neglect of assigned responsibilities, incompetence, failure to meet continuing educational requirements, or to fulfill professional commitments;
2. Insubordination or noncompliance with the University of Connecticut By-Laws, 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 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. Documented failure to meet generally accepted satisfactory standards of job performance.

B. 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:

1. The bargaining unit member shall receive a written statement of the reasons for which the action is being initiated.
2. 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.
3. 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 or Director. The Dean or Director will issue a written decision within fifteen (15) calendar days.
4. Within seven (7) calendar days of receiving the review (see item 3 above) the bargaining unit member may appeal the decision to the Provost. The Provost's Office will issue a written decision within fifteen (15) calendar days.
5. The decision of the Provost's Office is final and may be appealed to arbitration on procedural grounds only.

## 26.6 Notice of Non-Renewal

A. Temporary employees, other than adjunct faculty members, shall be entitled to notice of non-renewal or pay and benefits for which the bargaining unit member is eligible 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. Adjunct faculty members shall be entitled to notice of non-renewal or pay and benefits for which they are eligible in lieu thereof according to the following schedule:

1. With a semester appointment, twenty-one (21) calendar days' notice.
2. With a multi-year appointment, forty-five (45) calendar days' notice.

C. 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, which may include publishing a minimum class size policy in a location accessible to members of the bargaining unit.

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 Department of Human Resources and then by the UConn-AAUP.

B. Appointment contracts for adjunct faculty members shall be reduced to writing, which may include an electronic appointment letter. Absent extenuating circumstances, semester appointment contracts should normally be provided to the adjunct faculty member no less than seven (7) calendar days prior to the start of the assignment. Multi-year appointment contracts shall be provided at least thirty (30) calendar days prior the start of the appointment.

### 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 faculty member 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 faculty member 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 faculty member 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 faculty member 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. Once attaining a multi-year contract, the adjunct faculty member shall have a limited "right of first refusal" to teach a course in which the adjunct has taught ten (10) semesters. At least four (4) of the ten (10) semesters must be in or after the Fall 2026 semester. The "right of first refusal" will only apply over other adjunct faculty members. If the adjunct faculty member declines or is unavailable to teach the course, unless otherwise determined by the department head, the course may be given to another adjunct and the right of first refusal is discontinued. The adjunct faculty member must teach the course in six (6) additional semesters for the right of first refusal to be reinstated.

5. 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.

6. In the event a department or campus terminates an adjunct faculty member with a multi-year appointment due to programmatic change or bona fide fiscal constraints demonstrated by the Administration under Article 26.3, the department or campus 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.

7. If either the UConn-AAUP or the University identifies any adjunct faculty members who should have, but did not, receive a multi-year contract of the duration provided for in this Article, 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. If an Adjunct is to be appointed, the following will prevail.

1. The adjunct faculty member shall have a right of first refusal to teach the lab sections associated with any course section where they are the instructor of record. 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.

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.

4. Formalized non-teaching assignments for adjunct faculty which are exempt under the FLSA, such as advising, curriculum development, etc., shall be compensated based upon prorated load credits.

5. In hiring adjunct faculty, departments or campuses may give preference to adjunct faculty who have been previously employed as an adjunct at the University. Departments/Campuses will regard prior satisfactory performance as an adjunct as a favorable factor in consideration for future assignments for which the adjunct is qualified.

E. Evaluation of adjunct teaching may include, among other elements, classroom observations and student experience 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. Adjunct faculty with a multi-year contract who are not reappointed or not assigned a class for two consecutive semesters shall be entitled to meet with their respective Department Head and/or Campus Dean (and UConn-AAUP representative if requested) and be provided with reasons for the non-reappointment or non-assignment. After meeting with the Department Head and/or Campus Dean, upon request, such faculty member (and UConn-AAUP representative if requested) shall be entitled to discuss non-reappointment or non-assignment 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 non-assignments of adjunct faculty on multi-year appointments.

G. Adjunct Benefits

1. Adjuncts shall be eligible to purchase parking permits.
2. Adjuncts shall have faculty library privileges.
3. 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 faculty members 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 faculty member 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; 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 and benefits for which the faculty member is eligible 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, the UConn-AAUP or a faculty 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 EXPERIENCE OF TEACHING**

The Student Experience 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**

**The language in Article 30 is from the 2021-2025 collective bargaining agreement. The parties have agreed to proceed with interest arbitration on this Article.**

#### 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. Any changes to the PTR/P&R procedures based upon the committee's recommendations shall be in accordance with Article 8.

B. The UConn-AAUP may appoint 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. The Parties shall endeavor to appoint members to their committees who represent a cross-section of the University.

C. Each party shall identify their appointees to the committee no later than September 15 following the effective date of this collective bargaining agreement. The committee shall hold its first meeting no later than October 15 of the same academic year and meet at least once each month thereafter through the end of the nine-month appointment period. The committee shall provide its report to the Provost by the end of the same academic year, which may include that the committee has no recommendations.

D. Any committee recommendation to the Provost shall be by consensus of the Parties. If there is no consensus, there shall be no recommendations. The committee shall also provide a summary to the Provost of matters it discussed which did not result in a recommendation.

## **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 faculty members to comply with FERPA and HIPAA. 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, including space available for confidential conversations and the storage of protected documents, necessary to perform their assigned duties.

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

### **ARTICLE 33**

#### **AGRICULTURAL EXTENSION**

The University By-Laws 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. No bargaining unit member may pursue a tenure appeal pursuant to the University's By-Laws 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 (reserved and restricted spaces, 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 \$56,548
75%	\$56,549 to \$84,822
100%	\$84,823 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

The semester parking rate for Adjunct Faculty shall be equal to 70% of the lowest Storrs Area 2 semester rate as of July 1, 2026, and remains at that amount for the term of this contract.

### 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.

### 35.7 Accessible Parking

An employee with an Area 2 University parking permit, using a state-issued handicap parking permit, and registered with Facilities Operations, shall be permitted to park at any handicap designated parking spot in surface lots, without incurring additional costs.

## **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 documented in writing, 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 be consistent with terms of the exchange agreement. 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

Athletic Trainer

Specialist

Tier 1 NCAA Team Sports: Football and Basketball

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

As of July 1, 2026, bargaining unit members in Team Sports may be employed in either Tier 1 or Tier 2 Team Sports, or both.

37.1 All bargaining unit members in this article may be hired or renewed with contracts for more or less than one year. 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 Athletic 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 for up to forty-five (45) days, at which point the contract shall be renewed for one (1) year based on the existing terms, unless the coach is provided with a notice of non-renewal prior to the contract's expiration or during the extended appointment period in accordance with Article 37.6, or terms of the contract are renegotiated by mutual agreement.

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) months' notice or pay and benefits for which they are eligible in lieu thereof.

37.3 Following the probationary period, Athletic 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 Athletic Trainers and Specialists in Tier 2 NCAA Team Sports shall receive multi-year contracts (a "Multiyear Appointment") of between three (3) and five (5) years in duration. Commencing with the first Multiyear Appointment: 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(A) 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 Multiyear 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 may be employed exclusively in Tier 1 NCAA Team Sports.

B. 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 Athletic 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 employed in that sport program only (excluding Athletic Trainers) may be terminated with the following notice:

1. Bargaining unit members with less than one year's service shall receive ninety (90) calendar days' notice or pay and benefits for which they are eligible in lieu of notice.

2. Bargaining unit members 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 in lieu of notice.

37.6 Notice of Non-Renewal

A. Notice of non-renewal, or salary and benefits for which they are eligible in lieu thereof, shall be afforded according to the schedule 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 Multiyear Appointment: Three hundred (300) calendar days' notice.

B. Notice of non-renewal for an elimination of a program shall follow the notice period in paragraph A above.

### 37.7 Bargaining Unit Members with Multiyear Appointments

If either the UConn-AAUP of the University identifies any bargaining unit members who should have, but did not, receive a Multiyear Appointment, the parties shall meet prior to the start of the next year to discuss the matter and determine what action should be taken.

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. Coaches and other members of the bargaining unit who serve on the President's Athletic Advisory Committee will be given the opportunity to review and provide comment to the Department prior to implementation of the procedures or any change thereto. 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, 2026 and provide a copy to UConn-AAUP. Subsequent changes in such procedures shall also be published and provided to UConn-AAUP.

B. The use of real-time, anonymous complaint technology, e.g., RealResponse, etc., shall not be included as an independent criterion in the formal evaluation.

C. 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.

D. 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 acknowledge that the University is a member of the National Collegiate Athletic Association (“NCAA”) which maintains rules and regulations applicable to the University and individual members of the bargaining unit. The parties agree that it is in the interest of the University and members of the bargaining unit in Athletics to foster a culture of compliance with NCAA rules and regulations.

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 established on its own factual merits and cannot be based solely on evidence that the member engaged in other acts of misconduct. 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 Athletic Trainers and Specialists in Tier 2 NCAA Team Sports following receipt of a Multiyear Appointment. 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, with the Code of Ethics for Public Officials (Chapter 10 of the Connecticut Statutes), or with NCAA rules or regulations, including, but not limited to Level I violations;
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 an 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. 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 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. The hearing officer shall issue a written decision following the appellate hearing within fifteen (15) calendar days.

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 Athletic Trainers and Specialists in Tier 2 Sports following receipt of a Multiyear Appointment.

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 and healthcare and retirement benefits for which the employee is eligible 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 Merit for Athletic Personnel

A. Merit is for the recognition of noteworthy contributions and achievements to a UConn sports program. It is recognized that conditions vary within and among programs in terms of individual expectations, and it is agreed that awards at the various levels are designed to recognize individual achievement.

B. Criteria for the distribution of the merit pool shall include but not limited to the following:

1. Employee performance evaluation of “meets expectations.”
2. All bargaining unit members involved with a team that won a conference championship or participated in post-season competition.
3. Extraordinary service to Athletics or an individual sports program.

37.16 This Section Applies to Certified Professional Staff Only

A. Certified Professional Staff may have an opportunity for advancement in their positions. Certified Professional Staff may be eligible for advancement to the following titles:

- Assistant
- Associate
- Senior Associate
- Associate Head
- Head

B. Criteria for advance may include, but is not limited to, the following:

- Proper certification/qualification
- Experience/Length of service to the University
- Sport Program responsibilities

C. The decision to advance a Certified Professional shall be in the sole discretion of the University and not subject to grievance or arbitration.

**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. Effective August 23, 2026, faculty will be paid a base salary of \$1,959 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 13% of the faculty member's normal academic year salary or two point five (2.5) times the minimum adjunct rate, whichever is greater, not to exceed 13% of the University-wide full professor average salary. Compensation for credit bearing courses above or below three credits shall be prorated accordingly.

2. Beginning in fiscal year 2027, each year on August 23, the base salary per credit and the per credit per student rate will be increased by a factor equal to the percentage increase in the course fee for an undergraduate course effective that same fiscal year, but no less than 4.0% and no more than 5.5%. In any year there is a zero percent (0%) increase to the course fee, there will not be an increase in the base salary per credit or the per credit per student rate.

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 13% of the faculty member's normal academic year salary or 13% of the University-wide full professor average salary, whichever is less.

C. Masters or Doctoral Courses Numbered 5960 and 6960~~2~~

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 \$450 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 faculty member for legitimate professional expenses, with prior approval of the Department Head or equivalent official. The University will process the transfer of funds to the faculty 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 CREDIT-BEARING ONLINE COURSES**

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

A. The *Online Credit-Bearing 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 faculty member to receive extra compensation for development of an online credit-bearing 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 to teach the course (e.g. the faculty member is on leave or has departed the University), the course materials may be used and/or adapted by another instructor for use during that term only 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, nor does it give

another instructor the right to continue to use the developer's materials in subsequent terms or semesters. Continued use of the developer's materials in subsequent terms or semesters requires the instructor to seek approval from the developer. If the developer is unavailable, the instructor may seek approval from the department head, whose decision is final, and must give attribution to the developer. 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 faculty 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 credit-bearing course during the traditional academic year (e.g., Fall and Spring semesters) shall be considered part of the faculty member's workload.

39.3 Adjunct faculty members and other members of the bargaining unit may be hired to develop an online credit-bearing 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 and graduate assistants only. 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 or a graduate assistant, 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 or is unavailable 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 or a graduate assistant for use during that term or semester only without further compensation to the adjunct faculty member who developed the materials. Continued use of the developer's materials in subsequent terms or semesters requires the instructor to seek approval from the department head, whose decision is final.

1. The adjunct faculty member's limited right of first refusal will terminate after four (4) consecutive semesters without an appointment at the University.

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 *Online Course Development and Intellectual Property Agreement for Adjunct Faculty* (See Appendix D) shall be used until the expiration of the Parties' collective bargaining agreement.

## **ARTICLE 40**

### **DURATION OF AGREEMENT**

40.1 This agreement shall be in full force and effect from July 1, 2025, through June 30, 2029. There shall be a reopener limited for the period of July 1, 2028, through June 30, 2029, to include the following, effective no later than August 23, 2028:

- A. A general wage increase (GWI)
- B. Merit pool

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 faculty members who teach in Experiential Global Learning programs, including Education Abroad, that are administered by the Office of Global Affairs.

## 41.1 Compensation

### A. Instructional Responsibilities

1. Faculty 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 and are hired for the sole purpose of teaching the programs in location shall be compensated at a per credit rate equivalent to the minimum adjunct rate in effect at the start of the program. The rate for programs in Summer 2026 shall be the adjunct rate as of August 23, 2025 (\$2,062 per credit).

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. Exceptions to the methodology for calculating faculty compensation under Section 41.1(A)(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. Except as noted in (C)(1) below, beginning August 23, 2026, where meals are not provided to the faculty member by a program, the University will provide a stipend of \$225 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.

1. This section applies to semester-based programs where (1) a person or institution other than the University is teaching and/or leading the program for the duration of the program and (2) a University faculty member is required to visit the location for a period of ten (10) days or fewer for the purpose of program facilitation. The University will pay the meals and incidental rate for the location set by the U.S. Department of State for the period of required travel

and presence at the program location. At the request of a faculty member, this payment 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.

### 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).

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 the period of time necessary to return the faculty member to their home campus. If a faculty member elects to remain in the program location, the lodging and meals expenses and any increase in return transportation expenses shall be at their own expense.

## **ARTICLE 42**

### **ACADEMIC ASSISTANTS AND FACILITIES SCIENTISTS**

This article pertains to members in the bargaining unit in the titles of Academic Assistant I, II, III, IV or V, and Facilities Scientist I, II, III, IV, and V.

#### 42.1 Appointment Terms

A. New Academic Assistants and Facilities Scientists 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 thirty (30) calendar days' notice or pay and benefits for which they are entitled in lieu thereof.

B. Following the completion of the probationary year, Academic Assistants and Facilities Scientists shall be eligible for one-year appointments up to a maximum of three (3) such one-year appointments. Notice of non-renewal of a one-year appointment shall be afforded according to the schedule listed below.

C. Beginning in the fifth year, Academic Assistants and Facilities Scientists shall be eligible for a two (2) year appointment. Notice of non-renewal of a two-year appointment shall be afforded according to the schedule listed below.

D. Beginning in 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 Academic Assistants and Facilities Scientists, shall receive multi-year contracts of three or more years in duration. Commencing with the first contract of three or more years, subsequent appointments shall be for five (5) years, and non-renewal shall be grievable according to the procedures and standards of dismissal for cause.

E. If either the UConn-AAUP or the University ~~audit~~ identifies any members who should have, but did not, receive a contract of the duration provided for in this Article, the parties shall meet prior to the start of the next academic year to discuss the matter and determine what action should be taken.

F. Dismissal or non-renewal of an Academic Assistant or Facilities Scientist during their probationary year shall not be grievable under any article of this agreement or under the University of Connecticut By-Laws. Following the successful completion of the probationary year, dismissal or non-renewal of an Academic Assistant or Facilities Scientist on one-year or two-year appointments 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 or dismissal violated Article 5.

G. Dismissal or nonrenewal of an Academic Assistant or Facilities Scientist after receiving an appointment of three or more years shall be grievable according to the procedures and standards of dismissal for cause in this article.

H. An Academic Assistant/Facilities Scientist employed on July 1, 2026, shall have their appointment duration adjusted to the length provided for in this Article upon the next renewal of their appointment.

#### 42.2 Notice of Non-Renewal

Notice of non-renewal or pay and benefits for which they are entitled in lieu thereof shall be afforded according to the schedule listed below.

- A. Probationary employees shall receive fourteen (14) calendar days' notice.
- B. After one (1) year of probationary employment: forty-five (45) calendar days' notice.
- C. After one (1) year of non-probationary employment: ninety (90) calendar days' notice.
- D. After receiving a two-year appointment: one hundred twenty (120) calendar days' notice.
- E. After receiving the first multi-year appointment of three or more years: three hundred (300) calendar days' notice.

### 42.3 Notice of Termination

In the event of non-continuation of a program or bona fide fiscal constraints demonstrated by the Administration, during the term of an employment contract, Academic Assistants and Facilities Scientists shall be entitled to notice of termination or salary and benefits for which they are eligible 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 receiving a two-year appointment: one hundred eighty (180) calendar days' notice.
- E. After receiving an appointment of three or more years: three hundred (300) calendar days' notice.

Dismissal for cause is not subject to the above schedule.

### 42.4 Paid Time Off

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 recorded when used in a location available to both the Academic Assistant or Facilities Scientist and their supervisor. Academic Assistants and Facilities Scientists may be required to record their use of leave in the University's official time reporting system, including employees who are non-exempt under the FLSA. Leave not taken annually will not be compensated.

#### A. Vacation

Effective on the appointment date and each anniversary date of such appointment thereafter, Academic Assistants and Facilities Scientists shall be credited with maximum of twenty-two (22) vacation days annually. Vacation must be requested in advance and 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 grant, but an Academic Assistant or Facilities Scientist may carry-over five (5) vacation days per year to a maximum of twenty-five (25) days if continuing on an employment contract with the University.

#### 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, Juneteenth, 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, injury, health, preventative care, or treatment up to fifteen (15) workdays annually. Up to ten (10) of these days may be used for the illness, injury, health, or preventative care or treatment of a family member (spouse, sibling, child, grandparent, grandchild, parent, or an individual related to the employee by blood or affinity whose close association with the employee shows to be equivalent to those family relationships). Employees may be required to provide an acceptable medical certificate. There will be no carry-over of sick leave beyond the end date of a grant, but an Academic Assistant or Facilities Scientist may carry-over five (5) sick days per year to a maximum of twenty-five (25) days if continuing on an employment contract with the University.

#### 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.

#### 42.5 Performance Review

To promote and maintain excellence in job performance, each school (excluding schools within a college), college, or similar unit employing Academic Assistants or Facilities Scientists will adopt a process for an annual performance review. The employing unit may include Academic Assistants and Facilities Scientists in the performance review developed in accordance with Article 30. Otherwise, the review shall, at a minimum, provide formative feedback for the employee and state whether the employee's overall performance is satisfactory or unsatisfactory. Academic Assistants or Facilities Scientists in the employing unit will be given a meaningful opportunity to participate in development of the performance review process.

#### 42.6 Reclassification Process

A. Requests for reclassification (promotion) may be made by either the supervisor or the Academic Assistant or Facilities Scientist 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 Academic Assistant or Facilities Scientist will complete the application and return it to Human Resources together with a copy of their curriculum vitae (CV). The supervisor 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 their supervisor 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 Academic Assistant or Facilities Scientist will have their salary increased by 3% or \$1,750, whichever is less.

#### 42.7 Discipline, Dismissal, or Non-renewal of Appointments of Three or More Years:

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

The parties wish to encourage open communication between administrators and employees 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 Academic Assistant or Facilities Scientist or non-renewal of such bargaining unit member following an appointment of three or more years 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 Academic Assistant or Facilities Scientist engaged in other acts of misconduct. The parties acknowledge that the principles of academic freedom as provided in Article 3 apply to Academic Assistants and Facilities Scientists.

A. Discipline, dismissal, and non-renewal of an appointment of three or more years 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, 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 reappointment, 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 42.5.

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 five-year appointment.

1. The Academic Assistant or Facilities Scientist 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 Academic Assistant or Facilities Scientist may request in writing a hearing before their Dean or Director or their designee, with a UConn-AAUP representative present, should the Academic Assistant or Facilities Scientist so desire. This hearing shall be held within fifteen (15) calendar days of the Academic Assistant's or Facilities Scientist'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 Academic Assistant or Facilities Scientist 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 Academic Assistant or Facilities Scientist 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 Academic Assistant or Facilities Scientist, who 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 employee, the suspension shall be with salary and benefits for which the Academic Assistant or Facilities Scientist is eligible 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 Academic Assistant or Facilities Scientist, 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 Academic Assistant or Facilities Scientist is eligible 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.

42.8 In investigations conducted by the University, UConn-AAUP and the Academic Assistant or Facilities Scientist 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 43**

#### **HEALTH AND SAFETY**

##### 43.1 Statement of Principle

The University and the UConn-AAUP agree to the importance of a safe and healthy work environment. The University shall act in compliance with all applicable state and federal workplace safety laws and shall endeavor to provide to all bargaining unit members a place of employment free from recognized hazards that are causing or are likely to cause death, serious injury, or physical harm to their employees.

43.2 No bargaining unit members shall be required to work in conditions that pose an imminent threat to health and safety. Should a bargaining unit member become aware of a condition they believe poses an imminent threat, after securing their safety, they shall immediately report the condition to a supervisor and/or to Environmental Health and Safety (EH&S) to make a determination as to whether it is safe to remain in or return to the workplace.

43.3 In cases where a bargaining unit member asserts in a complaint to their supervisor or EH&S that an unsafe or unhealthy condition poses an imminent threat to the member, the bargaining unit member may request to be relocated while awaiting a determination by the University. The University will, if feasible, accommodate such a request and relocate the employee to a different location or permit the employee to work remotely if the employee's duties can be performed remotely. The Administration's determination as to whether or where to relocate the employee or change the work modality shall be discussed with the member of the bargaining unit and shall be grievable but not arbitrable.

#### 43.4. Right to Timely Notice

A. The university shall provide guidance regarding possible contact with law enforcement, federal agents, or immigration officials, seeking to enter a non-public space on campus, including a point of contact (university office or official) responsible for monitoring any such activity.

The university shall inform bargaining unit members of any changes to this guidance.

B. The university shall make available to bargaining unit members information regarding international travel, employment-based visa sponsorship, and a regularly updated listing of legal resources and community partners that may be able to provide information or assist members of our community, which also remains current.

43.5 The University agrees to appoint to the Environmental Health and Safety Committee a member of the bargaining unit who shall be designated by the UConn-AAUP.

43.6 The University shall notify bargaining unit members of any asbestos abatement projects or other hazards that will impact a workspace to which a bargaining unit member is assigned.

43.7 The UConn-AAUP may request, and the University shall provide, non-exempt copies of lab inspection reports from EH&S. The UConn-AAUP may request through Labor Relations other information related to health and safety issues affecting members of the bargaining unit in accordance with Article 16.2.

43.8 The University shall not retaliate against any bargaining unit member for identifying and/or expressing good faith concerns about safety-related issues.

**ARTICLE 44**

**SIGN OFF**

**FOR AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS**

---

Michael Bailey, Executive Director

**FOR THE BOARD OF TRUSTEES OF THE UNIVERSITY OF CONNECTICUT**

---

Radenka Maric, President

**NEGOTIATING TEAMS**

FOR UCONN-AAUP:

David Amdur  
Michael Bailey, Chief Negotiator  
Thomas Bontly  
Jennifer Curtis-Gray  
Jeffrey Dudas  
Mary Gallucci  
Jean McCarthy

FOR UCONN:

Kelly Bannister, Co-Chief Negotiator  
Renee Boggis  
Zachary Broughton  
Lindsay DiStefano  
Amy Gorin  
Brooke Grant  
Jason Irizarry  
Gladis Kersaint  
Dede Lucey  
Joshua Nadreau, Co-Chief Negotiator  
Mansour Ndiaye  
Jennifer Orlikoff

**APPENDIX A**

**LONGEVITY PAYMENT CHART**

**Distinguished and University Professors**

<u>Title</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>
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

### MEDICAL LEAVE GUIDELINES

These guidelines are intended to provide better guidance and general parameters to University administrators in evaluating requests for pay during bargaining unit members' medical leave.

#### Eligibility

A. 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 CIRE faculty members and Academic Assistants/Facilities Scientists who are on multi-year appointments or annual appointment with at least three (3) years of service in the position.

B. Except as provided for in Article 19.6(I), absences for short-term illness, bonding, and caregiver leave, and for members of the bargaining unit not covered by this Appendix will be administered at the school or departmental level.

C. In no case shall a medical leave extend a temporary appointment beyond its end-date. For CIRE faculty members and Academic Assistants/Facilities Scientists not on a multiyear appointment, leave under this Appendix will cease on the member's appointment end date. If the CIRE faculty member or Academic Assistant/Facilities Scientist is renewed for a consecutive appointment in the same position, the balance of leave under this Appendix shall be extended into the new appointment.

D. An eligible bargaining unit member may use the benefit in this Appendix to supplement their pay during an approved reduced schedule or intermittent FMLA leave provided that the bargaining unit member's percent employed during the period of leave is at least 50%.

E. 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 hire date into a non-temporary bargaining unit position.

#### **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.<sup>1</sup> 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.

---

<sup>1</sup> The term "months" is intended to mean calendar months.

2. Extensions of medical leave after the initial six (6) months provided for in Paragraph A.1 may be requested with proper medical certification and shall be unpaid and limited to the bargaining unit member's remaining entitlements, if any, under federal and state law.

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.

3. If federal and state medical leave entitlements and entitlements under this Appendix have been exhausted, 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.

**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 leave the bargaining unit member is still medically unable to return to work, an extension of six (6) months paid sick leave, up to the period provided in the medical certification, may be requested with proper medical certification approved by the Department of Human Resources.

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 the approved period. If the leave is approved as paid, and the bargaining unit member is a SERS or Hybrid participant, they will continue to receive their pay as if fully employed for the approved period.

3. Extensions of medical leave after the initial one (1) year period provided for in Paragraphs B.1 and B.2 shall be unpaid and limited to the bargaining unit member's remaining entitlements, if any, under federal and state law.

4. If federal and state medical leave entitlements have 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 members 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 leave the bargaining unit member is still unable to return to work, an extension of six (6) months paid sick leave, up to the period provided in the medical certification, may be requested with proper medical certification approved by the Department of Human Resources. If the bargaining unit member is still unable to return to work, an additional extension of six (6) months paid sick leave may be requested.

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 the approved period. If the leave is approved as paid, and the bargaining unit member is a SERS or Hybrid participant, they will continue to receive their pay as if fully employed for the approved period.

3. Extensions of medical leave after the initial eighteen month period provided for in Paragraphs C.1 and C.2 shall be unpaid and limited to the bargaining unit member's remaining entitlements under federal and state law.

4. If federal and state medical leave entitlement and entitlements under this Appendix have been exhausted, 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 members with More Than 10 Years of Service (up to twenty-four months paid sick)**

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 leave the bargaining unit member is still unable to return to work, an extension of six (6) months paid sick leave, up to the period provided in the medical certification, may be requested with proper medical certification approved by the Department of Human Resources. If the bargaining unit member is still unable to return to work at the end of the extension, two (2) additional extensions of six (6) months paid sick leave may be requested.

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 the approved period. If the leave is approved as paid, and the bargaining unit member is a SERS or Hybrid participant, they will continue to receive their pay as if fully employed for the approved period.

3. Extensions of medical leave after the initial two (2) year period provided for in Paragraphs D.1 and D.2 shall be unpaid and limited to the bargaining unit member's remaining entitlements under federal and state law.

4. If federal and state medical leave entitlements and entitlements under this Appendix have been exhausted, 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 and state FMLA and other legal entitlements, including ADA accommodations arranged through the ADA Coordinator.

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, except that a member may save up to five (5) days of sick leave.

#### **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 in accordance with the University's normal hiring practices.

#### **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**

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 during the three-year period a bargaining unit member enters into the next tier of benefit based on years of service, the remaining paid sick leave eligibility for the three-year period shall include the additional benefit available by moving into the next tier. The total amount of paid leave a bargaining unit member may take during the three-year period shall not exceed the amount of paid leave available in the higher tier.

## APPENDIX C

### ONLINE CREDIT-BEARING 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 for use during the semester in which the developer declined or was unavailable. Continued use of the developer's materials in subsequent terms or semesters requires the instructor to seek approval from the developer. If the developer is unavailable, the instructor may seek approval from the department head, whose decision is final, and must give attribution to the developer.

### **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: \_\_\_\_\_

## APPENDIX D

### ONLINE CREDIT-BEARING COURSE DEVELOPMENT AND INTELLECTUAL PROPERTY AGREEMENT FOR ADJUNCT FACULTY

This is an agreement between the University of Connecticut ("University") and ("Adjunct Faculty Member") establishing the terms and compensation for the development and teaching of online credit-bearing 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, Adjunct 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.

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

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

#### **Schedule**

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

#### **Use of Copyrighted Materials**

Adjunct Faculty Member agrees that all materials collected and employed in Course by Adjunct Faculty Member, whether written or visual or audio, have been cleared for use in Course, and that Adjunct 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.

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

## **Intellectual Property Ownership**

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

Adjunct Faculty Member agrees that the University has a non-exclusive right to use all of the course materials, including any copyrighted material, that Adjunct Faculty Member develops, including any materials they develop while teaching the class.

Adjunct Faculty Member retains the right to use the substantive content of the Course Materials created by Adjunct Faculty Member, without further consent or approval of University, in any scholarly or creative works. In particular, Adjunct Faculty Member retains the right to use the content in textbooks, journal articles, conference presentations, consulting projects, and other scholarly works or professional activities. Adjunct Faculty Member may use the course materials to teach similar courses at other institutions but may not authorize other instructors or institutions to use the course materials.

Adjunct Faculty Member agrees that the University may engage other instructors to teach this or other courses using these materials. The University grants to Adjunct Faculty Member a limited "right of first refusal" to teach sections of the Course using the course materials developed by them relative to other adjunct faculty members and graduate assistants only. This limited "right of first refusal" means that Adjunct Faculty Member shall be given the first opportunity to instruct all sections of the Course to be taught using the materials they developed before it is offered to another adjunct faculty member or a graduate assistant, provided that Adjunct Faculty Member's performance is satisfactory and teaching of the course does not cause Adjunct Faculty Member to exceed eight (8) credits in the semester. If Adjunct Faculty Member declines or is unavailable to teach the course, if their performance is not satisfactory, or if teaching the course will cause 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 or a graduate assistant for use during that semester only without further compensation to Adjunct Faculty Member. Continued use of the developer's materials in subsequent terms or semesters requires the instructor to seek approval from the department head, whose decision is final.

Adjunct Faculty Member's limited right of first refusal will terminate after four (4) consecutive semesters without an appointment at the University.

## **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 Adjunct 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**

Adjunct 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 Adjunct Faculty Member remains employed by the University; Adjunct Faculty Member agrees to deliver accurate and current information and content.

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

For the University of Connecticut:

[Printed Name] \_\_\_\_\_

Date: \_\_\_\_\_

Faculty Member:

[Printed Name] \_\_\_\_\_

Date: \_\_\_\_\_

## **APPENDIX E**

### **PROFESSIONAL DEVELOPMENT FUND FELLOWSHIP FOR CIRE FACULTY**

#### **I. PURPOSE**

A. A Fellowship Fund of \$100,000 per fiscal year shall be established beginning in fiscal year 2027 to support the professional development of full-time CIRE faculty members.

B. The Fellowship Fund will be open to full-time CIRE faculty members who have received a multi-year appointment of three or more years pursuant to Article 13.2.

C. Awards to individual faculty members from the Fellowship Fund may be used for expenses and activities related to professional development and the faculty member's job responsibilities in the areas of teaching and learning, research and scholarship, leadership, community outreach and engagement, clinical practice, and pedagogical training including, but not limited to, student support, travel, and summer salary.

#### **II. IMPLEMENTATION**

A. The Provost's Office, in consultation with UConn-AAUP, shall develop procedures for eligible faculty members to apply for an award from the Fellowship Fund prior to July 1, 2026.

B. Faculty members will be required to provide a written report of the work done with support from the Fellowship Fund award and its impact.

C. The University will provide the UConn-AAUP with a list of employees who receive an award from the Fellowship Fund.

D. Neither the allocation of the fund nor individual awards made from it are grievable or arbitrable in any way.

#### **III. DURATION**

This Agreement becomes effective upon legislative approval of a successor collective bargaining agreement covering the period July 1, 2025, through June 30, 2029.

Unless otherwise agreed to by the Parties, the Fellowship Fund shall expire on June 30, 2029.

## **MEMORANDUM OF AGREEMENT #1**

### **SCHOOLS WITHIN A COLLEGE**

Unless specifically stated otherwise, the term “department head” as used in this agreement includes directors of schools within a college who are the functional equivalent of a department head.

As of July 1, 2026, this includes directors of the: School of Computing; School of Mechanical, Aerospace, and Manufacturing Engineering; School of Public Policy; and School of Civil and Environmental Engineering.

## **MEMORANDUM OF AGREEMENT #2**

### **SABBATICAL LEAVE**

A. Sabbatical leave by members of the faculty shall be in accordance with the University of Connecticut By-Laws, policies, and procedures.

B. A faculty member will have their appointment reverted to the 9-month faculty base for the duration of the sabbatical.

C. The determination of whether to take a half-year sabbatical during the fall or spring semester shall not interfere with the eligibility of the faculty member to earn up to three (3) months of summer salary. A faculty member with a 10-month appointment who takes a half-year sabbatical will be eligible to earn up to two point five (2.5) months of summer salary.

## **MEMORANDUM OF AGREEMENT #3**

### **ARTIFICIAL INTELLIGENCE (AI)**

The UConn-AAUP shall designate one member of the bargaining unit to serve on the artificial intelligence council, when such council is formed. The council shall be constituted no later than July 1, 2026.

## **Further Actions**

*Professor in the Field:* The parties expressed mutual interest in a side letter to develop a paid “Professor in the Field” or similar title for the employment of individuals who have achieved exceptional distinction as a practitioner or performer in a specialized field but may not have the terminal degree of the field. The parties agreed to meet and discuss creation of the title and endeavor to have it implemented prior to the start of the 2027–2028 academic year.

Article 35: The University acknowledged that it will continue to make reasonable efforts to find a solution to an issue with charging adjunct faculty the correct rate when purchasing a parking permit prior to the start of the semester.

## **ATTACHMENT 2**

**DATE:** April 2, 2026  
**TO:** Members of the Board of Trustees  
**FROM:** Radenka Maric, President  
**RE:** Recommendation for Approval of Collective Bargaining Agreement with the University of Connecticut Professional Employees Association

---

## **RECOMMENDATION**

That the Board of Trustees approve the attached tentative Collective Bargaining Agreement and attendant documents between the University of Connecticut (“University”) and the University of Connecticut Professional Employees Association (“UCPEA”) by adopting the resolution at the end of this Memorandum.

## **BACKGROUND**

The UCPEA is certified as the exclusive collective bargaining representative for the University’s professional staff at all UConn locations other than UConn Health.

The University and the UCPEA are parties to a collective bargaining agreement, the most recent expiring on June 30, 2025. In anticipation of the expiration of that agreement, the University and the UCPEA began bargaining a successor agreement in January 2025. As the parties had not reached a new agreement prior to expiration, in or about July 2025, the parties agreed to an extension agreement to keep key provisions of the contract operational until June 30, 2026, or legislative approval of a successor collective bargaining agreement.

In March 2026, the parties came to a tentative agreement at the bargaining table on a new contract between the University and UCPEA. The tentative agreement was put to the members of the UCPEA for a ratification vote, with a successful result reached on March 27, 2026.

The proposed four-year agreement contains important new provisions and language updates that address several longstanding concerns among the parties. The agreed upon changes include expansions in compensation, telecommuting governance, Sick Leave Back guidelines, and due process clarity. Additionally, the parties have committed in a side letter to explore a potential new salary step schedule framework, which could not be resolved at the bargaining table, while preserving their rights in other appropriate forums.

If this Board approves the agreement, it will be submitted for approval by the State Office of Labor Relations to the General Assembly with approximately 35 other ratified collective bargaining agreements, some statewide and some specific to the University of Connecticut and the State University systems. If approved, the agreement between the University and the UCPEA will take effect upon approval retroactive to July 1, 2025, and run through June 30, 2029.

## **SUMMARY OF KEY CONTRACT TERMS**

Kelly Bannister, Director of Labor Relations, and Attorney Joshua Nadreau, Fisher Phillips, served as Co-Chief Negotiators. The attached Executive Summary of key contract terms with explanatory information has been provided by Human Resources, Labor Relations. (Please see Attachment 1)

## **RESOLUTION**

Resolved by the Board of Trustees that the Tentative Agreement for a collective bargaining agreement between the University of Connecticut and the University of Connecticut Professional Employees Association and other attendant documents is hereby approved; and

That the President of the University is authorized to execute such Agreement and attendant documents on behalf of the University; and

That the President is authorized to do all things necessary to implement the Agreement.



**DATE:** April 2, 2026

**TO:** Radenka Maric, President

**FROM:** Kelly Bannister, Director of Labor Relations

**CC:** Renee Boggis, Interim Vice President for Human Resources

**RE:** Recommendation for Approval of Collective Bargaining Agreement with the University of Connecticut Professional Employees Association

---

The University and the UCPEA are parties to a collective bargaining agreement, the most recent expiring on June 30, 2025. In anticipation of the expiration of that agreement, the University and the UCPEA began bargaining a successor agreement in January 2025. As the parties had not reached a new agreement prior to expiration, in or about July 2025, the parties agreed to an extension agreement to keep key provisions of the contract operational until June 30, 2026, or legislative approval of a successor collective bargaining agreement.

In March 2026, the parties came to a tentative agreement at the bargaining table on a new contract between the University and UCPEA. The tentative agreement was put to the members of the UCPEA for a ratification vote, with a successful result reached on March 27, 2026.

### **OVERVIEW**

The proposed four-year agreement contains important new provisions and language updates that address several longstanding concerns among the parties. The agreed upon changes include expansions in compensation, telecommuting governance, Sick Leave Bank guidelines, and due process clarity. If approved by the Board of Trustees and the legislature, the agreement between the University and the UCPEA will take effect upon approval by the legislature retroactive to July 1, 2025, and run through June 30, 2029.

### **Economic Provisions**

#### **Article 32 – Salary:**

- **General Wage Increase (GWI) and Performance-Based Compensation:** Consistent with the SEBAC framework, with 2% allocated to performance-based compensation in lieu of increments consistent with the parties' past practice.

**FY 2026:** As soon as practicable following legislative approval of the agreement, 2.5% GWI and 2% performance-based award for employees who performed satisfactorily retroactive to July 1, 2025 (includes employees who directly retired or medically separated in the interim).

FY 2027: Effective July 1, 2026, 2.5% GWI and 2% performance-based award for employees who performed satisfactorily.

FY 2028: Effective July 1, 2027, 2.5% GWI and 1.5% performance-based award for employees who performed satisfactorily and the equivalent of 0.5% of the gross salary amount to be issued as discretionary performance-based compensation.

FY 2029: Subject to reopener.

#### Article 17 – Student Health and Wellness:

Updates pay, compensatory time, stipends, differentials, and on-call practices to provide flexibility and to support recruitment, retention, and operations within SHaW.

Increases stipends each fiscal year by a factor equal to the annual percentage increase in base salary exclusive of performance-based compensation rounded to the nearest quarter dollar amount. In any year there is zero percent (0%) increase to the base salary, there will not be an increase in the stipends.

Increases the stipend for Advice Nurses per sixteen-hour shift from \$264.50 to \$352.00 or \$22.00 per hour.

Increases the “on call” rate for Sexual Assault Response Nurses from \$18.75 to \$25.00 per hour and when/if these employees are called into work they will receive time and one half of their regular rate of pay.

In the rare chance a Mental Health Services provider is called in to work while on call, they will also receive time and one half of their regular rate of pay for those hours worked.

#### Article 18 – Compensatory Time:

Lowers the total number of compensatory hours earned to 105 before being paid out for both non-exempt and exempt employees.

Clarifies that if an employee is reclassified from non-exempt to exempt, they shall be paid out for any unused compensatory time earned while non-exempt.

Allows verbal approval in emergency situations for exempt employees to earn compensatory time, to be followed up by with written confirmation within the pay period.

Establishes a fixed annual amount of compensatory time to be awarded in lieu of other processes for certain Admissions staff to compensate for hours during recruitment travel and the reading of applications.

Provides compensatory time for Level 1 (Essential/Emergency) staff who must report in person during inclement weather events.

Article 30 – Parking:

Allows employees using a state-issued handicap parking permit to park at any surface lot handicap designated parking spot at the Area 2 rate.

Establishes dedicated parking spaces—identified as special parking—for use by Residence Hall Directors at the Area 2 rate.

Article 31 – Job Classification:

Clarifies the position audit process to be consistent with current practice.

Updates the minimum reclassification salary increase to not be less than 3% of the employee's salary on the effective date of the reclassification, or the minimum of the pay-band into which the employee is reclassified, whichever is greater.

Updates the compensation for a temporary service in a higher classification by a minimum 3% increase or equal compensation to the minimum of the pay band determined by Human Resources for the temporary appointment, whichever is greater on the effective date of the temporary appointment.

Article 34 – Tuition Reimbursement and Professional Development:

- Tuition Reimbursement:

Fund remains at \$50,000 collectively for the reimbursement of tuition and fees for courses taken by employees.

- Professional Development:

Increases fund from \$400,000 to \$450,000 and allows the fund to roll over each contract year but not at the end of the contract period.

Ten percent of the fund may be used for University-sponsored programs.

Article 35 – Tuition Waivers:

Provides for reimbursement of the Recreation Center fee and waives the portion of the transit fee associated with the U-Pass CT program.

In the event of a bargaining unit member's death, while their dependent 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 of a bargaining unit member's medical separation, the waiver shall continue through the end of the semester.

In the event the bargaining unit member is separated from employment with the University, for any other reason, the waiver shall be prorated as of the date of separation.

Article 36 – Child Care:

Increases fund from \$100,000 to \$175,000 in FY 27, to \$225,000 in FY 28, and to \$250,000 in FY 29.

Article 46 – Wireless Communication Device Stipends:

Codifies compensation in the form of a stipend for professional employees required to use a personally owned mobile device to perform their official duties.

**Non-Economic Provisions**

Throughout the contract, outdated references to offices and committees have been updated, expired provisions have been removed, and other minor clarifications and updates were made.

Article 6 – Nondiscrimination:

Added ethnicity and clarifies religious creed in the list of protected classes, consistent with University policy and applicable law.

Article 7 – Notice of Intent to Leave:

Clarifies that should an employee provide more than the required four weeks' notice of resignation, the University may effectuate resignation at any point so long as the employee is permitted to work for four weeks or receive pay and benefits in lieu thereof.

Article 8 – Holidays:

Adds Juneteenth to the list of legal holidays.

Clarifies that holiday compensatory time will be on an hour-for-hour basis; denials to work a holiday shall be in writing; holiday compensatory time shall be taken within 365 days of accrual; and unexpired accrued but unused holiday compensatory time shall be paid out upon separation.

Article 10 – Civic and Legal Obligations:

Clarifies process for excusal and reimbursement for serving on a jury.

Expands the article to clarify that an employee may request to use vacation time, compensatory time, holiday compensatory time, and/or unpaid time in order to meet the requirements of a legal obligation for themselves or their immediate family, and that such requests for time off will not be unreasonably denied.

An employee who is temporarily unable to work due to a pending legal matter (or their designated representative) may also choose to apply for an unpaid leave of absence, subject to the discretion of the University.

#### Article 11 – Sick Leave:

Expands the definition of family member and updates rules for use of sick time to align with Connecticut state law.

Makes significant changes to Sick Leave Bank implementation by allowing for its use for the employee's own serious health condition as defined in federal or state FMLA and as a source of paid caretaker leave for an employee who must care for a dependent child or spouse with a serious health condition as defined in federal or state FMLA.

Limits gifted time from the Sick Leave Bank to 75 days over a rolling two (2) year period, not to exceed the leave entitlement under the federal or state FMLA or SEBAC supplemental leave.

Allows for a fitness for duty examination where the employee poses an imminent or serious safety threat to self or others.

#### Article 16 – Work Schedules:

Clarifies the eligibility and consideration criteria and decision and appeal process for telecommuting. Professional staff may request telecommuting, and requests are evaluated primarily on operational needs, including job duties, need for on-site presence, performance, and technology or data-security requirements. While managers are encouraged to consider requests, approval is not guaranteed, and denials generally may be reconsidered after one year unless circumstances change.

Creates an internal appeal process through Human Resources for eligible employees meeting performance criteria and denied the ability to telecommute at least two days per week. The final decision on telework resides with the appropriate Vice President/Vice Provost or their designee.

Approved arrangements may be modified or revoked at any time as required by University needs, with notice provided when practicable.

Article 19 – Employee Files:

Provides a process by which an employee may request the removal of a letter of warning or letter or reprimand from their official, complete employee file, provided there have been no further disciplinary events during a set period subject to the discretion of Labor Relations.

Article 20 – Probationary Employees:

Allows managers, in consultation with Labor Relations, to reduce or extend an employee's probationary period. Extensions shall be no more than four (4) additional months unless by mutual agreement of the parties.

In the event that a probationary Residence Hall Director is dismissed before the end of their probationary period, they shall be notified in writing and receive four (4) weeks' notice or pay in lieu thereof.

Updates processes by which a probationary employee may appeal their dismissal, to include qualified witnesses with relevant information.

Article 21 – Evaluation:

Clarifies that an evaluation be prepared and presented to each employee between May 1st and May 22nd of each year, after the end of the annual evaluation period on April 30th.

Provides descriptors for overall ratings and sets a timeline of sixty (60) days for an employee to append a written statement to an evaluation.

Obligates the parties to meet beginning in July 2026 to review and revise the evaluation form to be effective for the review year beginning May 1, 2027.

Article 23 – Grievance Procedure:

Extends the timeline for the University to issue grievance decisions from seven (7) to fourteen (14) days.

Clarifies that the Union will provide a copy of the filing to arbitration to Labor Relations within three (3) business days of filing.

Article 26 – Vacancies and Job Posting:

Clarifies that projected hiring ranges for a posted position may be obtained by contacting Human Resources.

Obligates the parties to develop a pilot program for conducting a pooled search process for agreed upon positions, with the intent of the program to become fully operational no later than twelve (12) months after the effective date.

Article 27 – Reduction of Professional Staff:

Clarifies that the UCPEA may submit their own proposal or offer alternatives after an employee is provided notice of a layoff.

Expands recall rights for an employee who has been laid off to be offered employment in a position that is the same or similar to the eliminated position or to a lower level of the eliminated position in the same job path, if the employee meets the minimum qualifications of the job specification, and such position becomes available during the eighteen (18) months from the date of notice of layoff.

Outlines the probationary period for a recalled employee is four months.

Article 38 – Health and Safety:

Obligates the University to ensure the living spaces for all employees required to live on campus as a condition of their employment comply with all applicable state and local housing laws and regulations, are ready for occupancy at move-in, and direct any subsequently reported concerns to the appropriate personnel for timely response.

Article 40 – Union Leave:

In the first fiscal year following legislative approval of a successor bargaining agreement, the University shall allow for up to two (2) days for training sessions, as opposed to the one day for other years.

Article 44 – Temporary and End-Date Employees:

Clarifies the use of end-dated appointments for employees in positions funded by grants, contracts, and other non-recurring sources, including, but not limited to, restricted state appropriations and gifts; employees hired to cover for a temporary leave of absence; and employees hired for clearly defined and time-limited special projects.

Clarifies that all employees hired on end-date appointments who have been on the end-date appointment for a period of more than three (3) years, shall be given a minimum of three (3) months' notice of non-renewal.

Sets out criterion for non-renewal decisions of end-date appointments in the event that it is necessary, primarily based on University seniority with exceptions allowable based on the skills, experience, and merit of the employees in relation to the needs of the University, including maintenance of the purpose of the funding grant or contract.

Expands recall rights for an employee with over four (4) years of service who has been non-renewed to be offered employment in a position that is the same or similar to the eliminated position or to a lower level of the eliminated position in the same job path, if the employee meets the minimum qualifications of the job specification, and such position becomes available during the eighteen (18) months from the date of notice of non-renewal.

Clarifies the timeline for end-date employee evaluations and signature.

Article 47 – Phased Retirement Program:

Clarifies that an employee may receive a reduction in schedule and workload of not more than 50% and proportionate reduction in salary under the Voluntary Schedule Reduction Program (VSRP).

MOA #3 – Demotion:

This agreement was struck, so demotions may include loss in pay moving forward.

**Duration**

The contract will have a duration of July 1, 2025, through June 30, 2029. There will be a reopener on general wage increases and performance-based compensation for fiscal year 2029.

**Further Negotiations**

Salary (Article 32): The parties agreed in a side letter to thoughtfully assess the feasibility of transitioning to a potential new salary step framework, which could not be resolved at the bargaining table, while preserving their rights in other appropriate forums.

# **COLLECTIVE BARGAINING AGREEMENT**

*Between*

The University of Connecticut  
Board of Trustees

*And*

The University of Connecticut  
Professional Employees Association  
Local 3695  
AFTCT, AFT, AFL-CIO

**JULY 1, 2025 – JUNE 30, 2029**

## TABLE OF CONTENTS

	<b>Page</b>
<b>ARTICLE 1.</b>	<b>Recognition..... 1</b>
<b>ARTICLE 2.</b>	<b>Role of Professional Staff.....2</b>
<b>ARTICLE 3.</b>	<b>Board Prerogatives.....3</b>
<b>ARTICLE 4.</b>	<b>Professional Freedom.....3</b>
<b>ARTICLE 5.</b>	<b>Nondiscrimination, Anti-Harassment, and Diversity, Equity &amp; Inclusion (DEI).....4</b>
<b>ARTICLE 6.</b>	<b>Vacation Leave.....5</b>
<b>ARTICLE 7.</b>	<b>Notice of Intent to Leave.....6</b>
<b>ARTICLE 8.</b>	<b>Holidays.....6</b>
<b>ARTICLE 9.</b>	<b>Personal Leave.....7</b>
<b>ARTICLE 10.</b>	<b>Civic and Legal Obligations.....8</b>
<b>ARTICLE 11.</b>	<b>Sick Leave.....8</b>
<b>ARTICLE 12.</b>	<b>Childbirth and Parental Benefits..... 11</b>
<b>ARTICLE 13.</b>	<b>Educational Leave..... 12</b>
<b>ARTICLE 14.</b>	<b>Maintenance of Status While on Paid Leave..... 13</b>
<b>ARTICLE 15.</b>	<b>Leaves without Pay..... 13</b>
<b>ARTICLE 16.</b>	<b>Work Schedules.....14</b>
<b>ARTICLE 17.</b>	<b>Student Health and Wellness..... 17</b>
<b>ARTICLE 18.</b>	<b>Compensatory Time.....22</b>
<b>ARTICLE 19.</b>	<b>Employee Files.....25</b>
<b>ARTICLE 20.</b>	<b>Probationary Employees.....26</b>
<b>ARTICLE 21.</b>	<b>Evaluation.....28</b>
<b>ARTICLE 22.</b>	<b>Dismissal or Other Disciplinary Action.....30</b>
<b>ARTICLE 23.</b>	<b>Grievance Procedure.....31</b>
<b>ARTICLE 24.</b>	<b>No Work Stoppage.....35</b>
<b>ARTICLE 25.</b>	<b>Career Ladders.....35</b>
<b>ARTICLE 26.</b>	<b>Vacancies and Job Posting.....35</b>
<b>ARTICLE 27.</b>	<b>Reduction of Professional Staff.....36</b>
<b>ARTICLE 28.</b>	<b>Mergers and Acquisitions.....39</b>

<b>ARTICLE 29.</b>	<b>Meet and Discuss .....</b>	<b>39</b>
<b>ARTICLE 30.</b>	<b>Parking .....</b>	<b>40</b>
<b>ARTICLE 31.</b>	<b>Job Classification.....</b>	<b>41</b>
<b>ARTICLE 32.</b>	<b>Salary .....</b>	<b>43</b>
<b>ARTICLE 33.</b>	<b>Retirement, Medical Benefits and Disability Insurance .....</b>	<b>47</b>
<b>ARTICLE 34.</b>	<b>Tuition Reimbursement and Professional Development .....</b>	<b>47</b>
<b>ARTICLE 35.</b>	<b>Tuition Waivers .....</b>	<b>48</b>
<b>ARTICLE 36.</b>	<b>Child Care .....</b>	<b>49</b>
<b>ARTICLE 37.</b>	<b>Travel.....</b>	<b>49</b>
<b>ARTICLE 38.</b>	<b>Health and Safety .....</b>	<b>50</b>
<b>ARTICLE 39.</b>	<b>Consulting Policy .....</b>	<b>50</b>
<b>ARTICLE 40.</b>	<b>Union Leave .....</b>	<b>51</b>
<b>ARTICLE 41.</b>	<b>Representation Rights and Responsibilities.....</b>	<b>52</b>
<b>ARTICLE 42.</b>	<b>UCPEA Security and Payroll Deductions .....</b>	<b>53</b>
<b>ARTICLE 43.</b>	<b>Savings Clause .....</b>	<b>54</b>
<b>ARTICLE 44.</b>	<b>Temporary and End-Date Employees .....</b>	<b>54</b>
<b>ARTICLE 45.</b>	<b>Pay Equity .....</b>	<b>55</b>
<b>ARTICLE 46.</b>	<b>Wireless Communication Device Stipends.....</b>	<b>56</b>
<b>ARTICLE 47.</b>	<b>Phased Retirement Program .....</b>	<b>56</b>
<b>ARTICLE 48.</b>	<b>Zipper Clause.....</b>	<b>57</b>
<b>ARTICLE 49.</b>	<b>Duration.....</b>	<b>57</b>
<b>MEMORANDUM OF AGREEMENT .....</b>		<b>58</b>
<b>INDEX.....</b>		<b>60</b>

*Article 1.*

**RECOGNITION**

**11** Pursuant to the provisions of Connecticut General Statute §§ 5-270, *et seq.*, and as certified by the Connecticut State Board of Labor Relations in Case No. SE-3541, Decision No. 1481, dated January 24, 1977, the Board of Trustees of the University of Connecticut (hereinafter referred to as “the University” or referred to as “the Board”) hereby recognizes the University of Connecticut Professional Employees Association, Local 3695, American Federation of Teachers Connecticut (AFT-CT), American Federation of Teachers, AFL-CIO (hereinafter referred to as “the Union” or referred to as “the Bargaining Agent” or referred to as the “UCPEA”) as the exclusive bargaining agent for all professional employees excluding those in the Faculty Unit or with faculty rank, faculty in the Law School, those in the University of Connecticut Health Center (Farmington) and the following titles:

President

Provost

Vice Provost

Associate Vice Provost

Assistant Vice Provost

Executive Vice President

Vice President

Associate Vice President

Assistant Vice President

Chief of Staff

Deputy Chief of Staff

General Counsel

Dean

Campus Dean

Associate Dean

Dean of Students

Associate Dean of Students

Executive Director

University Director

Police Chief

University Staff Professionals I–VI\*

University Educational Assistants I–III\*

University Technicians I–II

Any Director, Associate Director, or Assistant Director who meets the criteria for management and/or confidential exclusions under C.G.S. § 5-270.

Part-time professional employees who are employed less than 1/2 time.

Any other employee who meets the criteria for management and/or confidential exclusions under C.G.S. § 5-270.

\*If the University changes its management/confidential classification system during the life of this agreement to utilize other titles, the exclusion will continue to apply to these positions as they may be renamed.

**1.2** Notwithstanding the exclusions listed above, the Board of Trustees reserves its right under the State Collective Bargaining Statute, Section 5-270, to exclude additional positions which are or which may become managerial during the life of this contract.

#### *Article 2.*

### **ROLE OF PROFESSIONAL STAFF**

**2.1** The Board of Trustees recognizes the importance of the professional staff to the excellence of the University and considers their contribution an integral part of the University's mission to provide education for the citizens of Connecticut.

Professional staff include, among others, academic advisors, accountants, computer programmers, financial aid staff, health care professionals, librarians, public service unit personnel, student affairs personnel, research administrators, and others engaged in the administration of the University and its programs.

Professional employee means any employee engaged in work:

- a. predominantly intellectual and varied in character, as opposed to routine mental, manual, mechanical or physical work;
- b. involving the consistent exercise of discretion and judgment in its performance;
- c. of such a character that the output produced or the result accomplished cannot be standardized in relation to a given time period; and
- d. requiring at least a four-year college degree or equivalent advanced professional training customarily acquired through formal instruction and study.

This article is not grievable under the contractual or non-contractual grievance procedure.

*Article 3.*

**BOARD PREROGATIVES**

**31** It is recognized that the Board of Trustees has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility or prerogative to direct the operations of the University of Connecticut, its schools, and branches, in all aspects. The Board shall make rules for the governance of the University including, but not limited to, those concerning the admission of students; the setting of fees for tuition and refund of tuition; the establishment of schools, colleges, divisions, and departments; and the expenditure of the University's funds within the amounts available.

**32** The ability to determine, to make rules for, or to approve such things as the care, maintenance, and operation of buildings, land, apparatus, and other property used for school purposes; educational policy, programs, and courses; staffing requirements, the academic calendar; the selection, appointment or assignment of duties and hours of work; leaves of absence, vacations, sick leaves, terminations of service, qualifications, rank, and status of individual members of the professional staff, standards of performance, discipline, order and efficiency, as well as the decision to reward, promote, demote, suspend, discipline or discharge unit members for lack of work or other legitimate reasons; to determine whether the whole or any part of the operation shall continue; to submit budgets to the General Assembly, to make such transfers of funds within the appropriated budget as it shall deem desirable, and to expend monies appropriated by the State of Connecticut for the maintenance of the University shall be under the sole jurisdiction of the Board of Trustees.

**33** These rights, responsibilities and prerogatives are not subject to delegation 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 contractual grievance provision of this contract.

*Article 4.*

**PROFESSIONAL FREEDOM**

**41** The University shall endeavor to preserve and facilitate freedom of speech, written or oral, and other constitutionally protected civil liberties. The UCPEA and its members recognize their obligation to be accurate, exercise appropriate restraint, and show respect for the opinions of others.

Employees shall endeavor to seek internal remedies to University problems before turning to outside resources such as those provided by state or federal statutes. With issues related to their jobs, employees shall inform their supervisors and shall seek to exhaust administrative remedies within the University before issuing public statements.

**42** Repeated failure to abide by this article may be considered grounds for disciplinary action.

Article 5.

**NONDISCRIMINATION, ANTI-HARASSMENT, AND DIVERSITY,  
EQUITY & INCLUSION (DEI)**

**5.1** The University is committed to fostering a diverse, equitable and inclusive workplace that recognizes and embraces the unique talents and contributions of our workforce. Diversity, equity, and inclusion, three of the University's core values, are embedded in all aspects of the employment process. The University and the Union shall not unlawfully discriminate against any employee on the basis of race, color, ethnicity, religious creed, age, sex, marital status, national origin, ancestry, sexual orientation, genetic information, physical or mental disability (including learning disabilities, intellectual disabilities, and past or present history of mental illness), veteran's status, prior conviction of a crime, workplace hazards to the reproductive system, gender identity or expression, or membership in any other protected classes as set forth in state or federal law.

Concerns about diversity and affirmative action may be raised in Labor/Management meetings with additions to attendance appropriate to the subject being addressed.

**5.2**

- a. Employees shall not be subjected to discrimination or discriminatory harassment as defined in the *Policy Against Discrimination, Harassment and Related Interpersonal Violence* ("*Policy Against Discrimination*"), which is revised and updated and may be renamed from time to time. The *Policy Against Discrimination* prohibits specific forms of behavior that violate state and federal laws, including but not limited to Title VII of the Civil Rights Act of 1964 ("Title VII"), Title IX of the Education Amendments of 1972 ("Title IX"), the Violence Against Women Reauthorization Act of 2013 ("VAWA"), and related state and federal antidiscrimination laws.
- b. The University Office of Institutional Equity (OIE) has responsibility for diversity and equity compliance at the University. All complaints alleging prohibited conduct, including but not limited to discrimination, discriminatory harassment, sexual harassment and other forms of related interpersonal violence under the *Policy Against Discrimination*, are most appropriately addressed and investigated by OIE, and will be referred directly to that Office.
- c. As set forth in the *Policy Against Discrimination*, which may be revised from time to time, the University will offer reasonable and appropriate measures to individuals impacted by an allegation of Prohibited Conduct in order to facilitate their continued access to University employment or education programs and activities.
- d. As currently allowed under OIE process, which may be revised from time to time, Complainants, Respondents, and witnesses involved in an OIE investigation are permitted to have one support person (which may be a union representative) accompany them to any meeting with OIE related to a report or investigation under OIE's complaint procedures.

**5.3** The University strictly prohibits discrimination, discriminatory harassment, sexual harassment, and other forms of related interpersonal violence to include sexual assault, sexual exploitation, intimate partner violence, stalking and sexual or gender-based harassment.

**5.4** Retaliation against any employee who, in good faith, reports prohibited conduct or participates in any proceeding under the *Policy Against Harassment* or this Agreement is prohibited. Retaliation includes threatening, intimidating, discriminating, harassing, coercing, interfering with potential witnesses or a potential proceeding, or any other conduct that would discourage a reasonable person from engaging in activity protected under the *Policy Against Discrimination* or this Agreement. Complicity is any act taken with the purpose of aiding, facilitating, promoting, or encouraging the commission of an act of prohibited conduct under the *Policy Against Discrimination* by another person.

**5.5** If the employee files a complaint with the CHRO or EEOC, and either the employee or the Union also files a grievance, the University shall have no obligation to proceed with the grievance.

If while the grievance proceeding is in progress, a member seeks to resolve the matter by filing a complaint with CHRO, the University shall have no obligation to proceed with the grievance procedure.

**5.6** The University will make its best endeavor to develop an annual implicit bias and microaggression training available to all employees covered by the UCPEA collective bargaining agreement. Once developed, this annual training will be mandatory for all supervisors covered by the UCPEA collective bargaining agreement.

#### *Article 6.*

### **VACATION LEAVE**

- 6.1** Each employee shall be entitled to annual vacation according to the following schedule:
- a. 12-month employees shall receive 1.75 vacation days credit for each month of employment, plus one additional day, for a total of 22 days maximum per year.
  - b. Employees working fewer than 12 months (including 9 or 10-month employees who are paid on a 12-month basis) shall accrue vacation on a prorated basis. Employees employed on a part-time basis shall accrue vacation on a prorated basis.
  - c. Recognizing that large vacation accumulations are to be used during departmental slow times, all employees may accumulate vacation credit of up to sixty (60) vacation days, except as noted below:

Vacation days may not be accumulated beyond this amount except by specific permission of a University Vice President, Director or designee. It is understood that employees who have previously accumulated more than the 60 days may retain this accumulation provided that in no case may the employee's accumulation exceed the number of days they presently have. The original entitlement over 60 days diminishes upon use until it reaches 60 days. (It does not remain as a permanent entitlement of additional possibility of accrual.) Once below 60 days, it cannot be accumulated beyond 60 again.

An employee whose reasonable request for vacation time has been denied shall be permitted to accrue that time beyond the 60 days.

- d. A legal holiday, as enumerated in Article 8 below, which occurs during the employee's vacation shall not be charged against the employee as a vacation day.
- e. To the extent possible, consistent with a department's workload, the choice of vacation periods shall be up to the individual employees. Upon request of the employee, denial of a vacation period request and the reason therefor shall be given to the employee in writing. Denials shall not be arbitrary, capricious, or without good business reason. In the event of unresolved conflicts over vacation schedules between two (2) or more employees within the same department, preference shall be determined by seniority within the department provided that final decision shall be based on the needs of the department and shall be determined by the appropriate Dean, Director or Department Head. Employees may take up to two (2) vacation days per calendar year without requesting them in advance from their Dean, Director, or Department Head. Employees may not take said 2 vacation days in conjunction with the 2 personal leave days provided for in Article 9.1 in order to be excused from work for four (4) consecutive days.
- f. If any employee's service is separated for any reason, the employee (or the employee's estate if deceased) shall be entitled to receive full pay for each unused vacation day up to 60 days. Unless there are extenuating circumstances, this payout of unused vacation time will occur no later than the second (2nd) pay period following the employee's date of separation (or death).
- g. If an employee becomes ill or is injured while on vacation, such time shall be charged against sick leave, provided that if requested, the employee provides the appropriate Dean, Director, or Department Head with medical documentation of said illness or injury.

*Article 7.*

**NOTICE OF INTENT TO LEAVE**

**7.1** Employees intending to leave the employ of the University must give at least four (4) weeks' notice in advance. After giving notice, such employees must serve at least ten (10) workdays on the job prior to leaving. Employees serving less than ten (10) workdays on the job shall forfeit one day of paid vacation for each day less than ten (10) workdays on the job. These requirements may be waived by the appropriate Vice President, Director, or designee.

- a. Employees may, at their discretion, provide a notice period longer than four (4) weeks. If an employee provides more than four (4) weeks' notice, the University may accept the resignation effective as of any date within the period of notice, provided that the employee is permitted to work at least four (4) weeks from the date of notice or receives pay and benefits in lieu thereof.

*Article 8.*

**HOLIDAYS**

**8.1** Each employee shall be entitled to time off with pay for each legal holiday listed herein or any other legal holiday declared by the Governor or General Assembly.

**LEGAL HOLIDAYS:** New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous People's Day,\* Veterans Day, Thanksgiving Day, Christmas Day.

If such a holiday falls on a Saturday, it shall be observed on the preceding Friday. If such holiday falls on a Sunday, it shall be observed on the following Monday.

- a. Any employee who is required to work on a legal holiday shall be granted holiday compensatory time on an hour-for-hour basis for hours worked on the holiday.
- b. An employee may work on any holiday subject to mutual agreement by the parties and shall be granted holiday compensatory time. A denial to work a holiday shall be given in writing, and shall not be arbitrary, capricious, or without good business reason. Such denial is grievable through Step 2 of the contractual grievance procedure but shall not be arbitrable.
- c. Any holiday compensatory time accrued under this article shall be taken within 365 days of accrual, at a time mutually agreed to by the parties. Denial of use of holiday compensatory time for observance of a religious or cultural holiday shall not be arbitrary, capricious, or without good business reason.

**8.2** Part-time employees shall be granted time off with pay on a pro-rated basis for holidays. Employees who work less than a full-time five-day work week over twelve (12) months will receive all thirteen (13) holidays on a pro-rated basis.

**8.3** Upon separation for any reason, employees will be paid out for unexpired accrued but unused holiday compensatory time.

\*Connecticut General Statutes § 1-4 currently designates the second Monday in October as a legal holiday known as Columbus Day. If C.G.S. § 1-4 is amended during the life of this agreement to reflect a different designation for this or any other legal holiday contained therein, this agreement will follow such statutory designation.

#### *Article 9.*

### **PERSONAL LEAVE**

**9.1** Each employee in the bargaining unit shall be entitled to two (2) days per fiscal year for emergencies or personal business. Employees shall be expected to notify their supervisors of their anticipated absence as early as possible. Personal leave is not accrued.

**9.2** Exempt employees in 9- and 10-month positions who work a full 35-hour workweek will receive 2 Personal Leave days per year without proration. Membership in this population will be based upon the employee's full time equivalent (FTE) and schedule as of July 1 of each year. Exempt employees in 9 and 10 month positions who work less than a full 35 hour workweek will receive prorated Personal Leave hours based upon their full-time equivalent percentage during their period of 9 or 10 month service. Membership in this population will be based upon the employee's FTE and schedule as of July 1 of each year. All other part-time employees will receive prorated Personal Leave hours based on their full-time equivalent percentage.

*Article 10.*

**CIVIC AND LEGAL OBLIGATIONS**

**10.1 Jury Duty or Court Appearances Under Subpoena**

Each employee called as a juror or subpoenaed to appear in court for reasons resulting from their University employment, shall be granted leave for that purpose at no loss of pay or charge to other leave, provided that:

- a. The employee notifies the appropriate department head within four (4) days of receiving notification to serve as a juror or of receiving the subpoena.
- b. The employee either refuses pay, excluding reimbursement for transportation expenses such as mileage or parking, for serving on a jury or turns the jury pay over to the University.
- c. An employee who is excused or released from jury duty prior to 5:00 p.m. is required to return to work for the remainder of the workday if, after allowing time for travel and parking between the jury duty location and the employee's normal workstation, the employee is able to work at least 50% of their scheduled hours on that day.

**10.2 Civic Emergencies**

Employees who are fire, ambulance, or other recognized emergency personnel, and who have so notified their supervisors in advance, may request time off for emergency duty. Approval of each request for emergency duty is solely at the discretion of the first level supervisor outside the bargaining unit.

Up to five (5) requests per year may be granted with pay. Additional approved requests shall be charged to vacation time. The denial of time off for civic emergencies is not grievable or arbitrable under this contract.

**10.3 Legal Obligations**

An employee may request to use vacation time, compensatory time, holiday compensatory time, and/or unpaid time in order to meet the requirements of a legal obligation for themselves or their family (as defined in Article 11.1). Such requests for time off will not be unreasonably denied.

An employee who is temporarily unable to work due to a pending legal matter (or their designated representative) may also choose to apply for an unpaid leave of absence. Approval of each request is at the sole discretion of the University and is not subject to the grievance process or arbitration.

*Article 11.*

**SICK LEAVE**

**11.1** The University recognizes its obligation to provide paid and unpaid sick leave for bona fide personal illness to members of the professional staff.

- a. Full-time employees shall receive paid sick leave for bona fide personal illness up to fifteen (15) workdays per contract year. Part-time employees, including those working less than 12 months, shall have it prorated. Sick leave may also be used for illness or death of a family member; however, from the 15 days, leave for these categories shall not exceed 5 days in a fiscal year, except for illness of one's child, grandchild, spouse and/or parent, which shall not exceed 10 days in a fiscal year. Family member shall mean parent (guardian, stepparent), parent-in-law, spouse, child (stepchild, child-in-law, stepchild-in-law), sibling, sibling-in-law, grandparent, grandparent-in-law, grandchild, niece, nephew, aunt, uncle, any person living with the employee, or a person whose close association with the employee shows to be equivalent to a family relationship. Employees shall be allowed to use sick time for doctor appointments for themselves or a family member.
- b. Decisions as to the granting of paid sick leave for bona fide personal illness, or for illness of a family member when the use of sick days during a fiscal year exceeds fifteen (15) workdays, shall be made by the Department. When accompanied by a medical certificate, if requested, and having made adjustments for past use of sick leave, the Department shall grant an employee who requires it no less sick leave than they would have been eligible for had the University had an accrual sick leave system, subject to fiscal year limits referenced above if the sick leave is to be used for illness or death of a family member.
- c. Decisions as to the granting of unpaid family leave shall be made by the University Administration coordinated by the Department of Human Resources.
- d. Before being granted, all requests for sick leave must be approved (by the first level supervisor outside the bargaining unit) as a bona fide illness, which prevents an employee from carrying out their responsibilities. A medical certificate may be required for any illness regardless of the number of days.
- e. Application for sick leave in connection with childbirth shall be considered on the same basis as leave requests for any other sick leave.

**11.2** In cases where employees have been allowed to accumulate unused sick leave days, such days shall remain "banked." Employees whose need for sick time for bona fide personal illness exceeds what they would have been entitled to under an accrual system shall, at their option, be entitled to use any banked time. At the time of retirement or termination, any unused "banked" days an employee has remaining shall be subject to the provisions of Section § 5-247 of the State Personnel Act. No employee shall be forced to use their banked sick time.

### **11.3 Sick Leave Bank**

- a. The Sick Leave Bank consists of time made available by the donation of accrued vacation or holiday time by members of the bargaining unit.
- b. Donation of time may occur in July and the last pay period in December and shall be either one-half or one-day increments. Access to the bank shall be under the guidelines developed by the UCPEA and the University, by way of signed agreement between the parties. The Sick Leave Bank Committee shall be composed of union members.

1. Employee health and personnel information shared with members of the Sick Leave Bank Committee is private and shall not be used or shared by members of the committee except as necessary to fulfill their role on the committee.
  2. Within six (6) months of legislative approval, the parties will update the Sick Leave Bank guidelines to conform with this bargaining agreement. At least once per year after, the parties will review the Sick Leave Bank guidelines and update as appropriate. Any and all changes shall be mutually agreed upon.
- c. The Sick Leave Bank shall be available as a source of sick time when all other options (contract year sick leave allotments, ‘as if’ accrued sick leave, banked sick leave, vacation (except that the employee may save up to two (2) weeks of vacation leave), personal leave, holiday and compensatory time) are exhausted.
1. An employee is limited to 75 days from the Sick Leave Bank over a rolling two (2) year period, not to exceed the leave entitlement under the federal or state Family Medical Leave Act (“FMLA”) or SEBAC supplemental leave.
  2. The Sick Leave Bank is for the employee’s own serious health condition as defined in federal or state FMLA.
  3. The Sick Leave Bank may also be available as a source of paid caretaker leave for an employee who must care for a dependent child or spouse with a serious health condition as defined in federal or state FMLA, not to exceed leave entitlements provided under the federal or state FMLA. The Sick Leave Bank may only be accessed for paid caretaker leave after the exhaustion of the 10 sick days of leave available pursuant to 11.1 (a) and exhaustion of all contract year sick leave allotments, ‘as if’ accrued sick leave, banked sick leave, vacation (except that the employee may save up to two (2) weeks of vacation leave), personal leave, holiday and compensatory time.
  4. The University may also grant, solely at its discretion, additional paid sick time beyond any allotted from the Sick Leave Bank. Consideration of additional paid sick time in excess of any allotted from the Sick Leave Bank shall be coordinated by the Department of Human Resources.
- d. To be eligible to receive time from the Sick Leave Bank, an employee must be on an approved federal or state FMLA or SEBAC supplemental leave.

#### **11.4 Workers’ Compensation**

When an employee is out of work due to a work-related injury or illness, the procedures and provisions of the Workers’ Compensation Statutes will be followed. Should an employee’s absence be for less than the duration required for Workers’ Compensation coverage to begin, the use of either existing or “as if accrued” sick time shall not disadvantage any future needs for sick time up to the amount utilized. If an employee chooses to supplement the Workers’ Compensation pay with their own time balances up to 100% of salary, that time shall be deducted and will not be available for future utilization.

## **11.5 Fitness for Duty Examinations**

The University is permitted to compel an examination by a physician or medical provider of the University's choice and at the University's expense in the following situations:

- a. where there are reasonable grounds, based upon observed behavior or lack of performance, suggesting that an employee is unfit to perform the essential functions of the job due to a medical condition (mental or physical);
- b. where the University requires verification that an employee is fit to return to work and perform the essential functions of the position following any medical leave;
- c. where the University requires verification that an employee on medical leave is, in fact, unable to work;
- d. where there is observed impairment on the job suspected to be the result of drug or alcohol use; and
- e. where the employee poses an imminent or serious safety threat to self or others.

### *Article 12.*

## **CHILDBIRTH AND PARENTAL BENEFITS**

**121** The University shall grant an employee giving birth to a child six (6) or eight (8) weeks paid leave related to childbirth, as specified in the medical provider's medical disability documentation. Such leave shall be subtracted from their sick leave entitlement to the extent that it exists, including "as if accrued" and previously earned banked sick leave. Time characterized as childbirth leave shall commence on the date of birth and extend six (6) or eight (8) weeks thereafter. This leave will run concurrently with state and federal medical leave laws, as applicable.

**122** The University shall grant an employee up to five workdays paid leave at the time of birth, adoption, taking custody, or foster placement of a child, or for the prenatal or postnatal care of a spouse or significant other. Such leave shall be subtracted from their sick leave entitlement if it exists and shall be deducted from that portion of the employee's sick leave available for illness of a child. Additional time off beyond the five workdays for bonding or prenatal or postnatal care of a spouse or significant other may be approved under federal and state family and medical leave laws, as applicable. Such leave, if approved, would run concurrently from the employee's first day out on caregiver or bonding leave.

**123** Following the birth, adoption, or foster placement of a child, parents may be entitled to a bonding or caregiver leave on a reduced schedule leave as applicable under state and federal FMLA. Following the birth, adoption, or foster placement of a child, parents who do not qualify for state or federal FMLA shall be entitled to work half time for up to three (3) months or the date on which they become eligible for state or federal FMLA, whichever comes sooner.

*Article 13.*

**EDUCATIONAL LEAVE**

**13.1** Each year of the contract a total of up to four (4) educational leaves may be granted to employees in the bargaining unit in order to engage in projects or develop products that are believed to be of value, or to advance the interests or reputation of the University. All such leaves are a privilege rather than a right. Employees desiring such leave must apply through the chain of command at least one year in advance of the projected leave.

Employees with seven (7) or more years of continuous service in the bargaining unit may be eligible for a one-year educational leave.

Employees on such leaves shall not engage in paid employment elsewhere.

No staff member shall be eligible for more than one such leave in a ten (10) year period. At least ten (10) years shall elapse between leaves. The recipient must agree to return to the University for at least one year of service following the leave.

Employees granted educational leave under Article 13.1 shall be allowed to choose to take a 1/2-year leave at full pay rather than a 1-year leave at 1/2 pay. There is no increase in the number of employees allowed to take such leave annually.

Employees granted educational leave under Article 13.1 shall continue to enjoy the full tuition waiver for the duration of their leave as defined under Article 35.

**13.2 Educational Leave Application Procedure**

- a. All applications for educational leave shall be made in writing at least one year prior to the date that the leave is to begin. The written application shall contain a description of the proposed activity to be undertaken, as well as an indication of the mutual benefit to the individual and to the University. This application shall be submitted through the appropriate Department Head, Dean or Director, to the Vice President or their designee who, in turn, will submit it to the Board of Trustees with a recommendation of the appropriate Department Head, Dean or Director, and Vice President or their designee. Only positive recommendations will go beyond the Vice-Presidential level.
- b. Applicants shall receive written notice in a timely manner of the recommendation at each level in the supervisory chain of command.

Such written notice shall contain a full explanation of the reasons for any unfavorable recommendation. Ordinarily, the applicant will receive written notice of the Board's final action at least six (6) months prior to the requested commencement of the leave.

- c. The Union shall be given written notice of the final approval or disapproval of any application for educational leave.
- d. The educational leave application procedure shall not be grievable.

*Article 14.*

**MAINTENANCE OF STATUS WHILE ON PAID LEAVE**

**14.1** Each employee who is on any paid leave shall automatically receive any pay increases, benefits, accrual of time toward retirement, and standard accrual of vacation time, or seniority that have accrued to their position during the period of such leave.

*Article 15.*

**LEAVES WITHOUT PAY**

**15.1 Union Leave without Pay**

Up to three (3) employees per year, (with an FTE not to exceed one (1)) who are elected or appointed to positions with the Union will, upon prompt application and with the approval of the appropriate Provost, Vice Provost, Vice President or designee, be granted a one-year leave of absence without pay for the purpose of accepting this position. Persons granted full-time leave shall have all insurance and other benefits if they or the Union wish to pay for such benefits. During such leave they shall accrue seniority as though still employed, however, no vacation days will accrue. Persons on partial leave for one year shall retain benefits on a pro-rated basis. Upon return, they shall be placed in the assignment that they left, providing the position has not been eliminated, or placed otherwise in a comparable position for which they are qualified.

**15.2 Emergency Leave Without Pay**

Short leaves to cover emergency situations may be granted by the appropriate department head if arrangements can be made to assign the work to others. The period of such leave should not exceed ten (10) workdays without prior approval of the Provost, Vice President, or their designee. This is intended for reasons other than those covered by the Family and Medical Leave Act.

**15.3 Professional Educational Leave Without Pay**

Leave of absence without pay may be granted by the Provost or Vice President for reasons considered to be in the best interest of the University and in the interests of professional growth and improvement of the staff member concerned. All such cases are treated as special cases. Staff members desiring such leave should apply through their department head to the appropriate Vice Provosts or Vice Presidents.

**15.4 Maintenance of Status While on Unpaid Leave**

Any employee on unpaid leave shall have their position retained and upon their return to work shall benefit by any increase in salary and/or fringe benefits that accrued to their position during the period of such leave. Vacation, holiday leaves, and seniority do not accrue during unpaid leave.

## **15.5 Voluntary Leave Program**

The Voluntary Leave Program, as constituted on July 1, 1994, shall be extended for the life of the contract. This may be amended based upon discussions/negotiations between the DAS and the SEBAC.

### *Article 16.*

## **WORK SCHEDULES**

**16.1** With the approval of the appropriate Vice President or designee, departments may establish a flexible schedule program that, while not adversely affecting departmental services, can afford greater flexibility to employees. Flexible schedules are considered non-permanent. Before taking effect, in addition to the written authorization of the manager outside the bargaining unit, all such schedules must be approved by the Department of Human Resources.

Except by mutual agreement otherwise, denials shall be given to employees in writing within twenty (20) workdays of the written request. Any denial of a request for a flexible schedule shall be accompanied by a reason for the denial. Denials shall not be arbitrary, capricious, or without good business reason. Prior to filing a grievance an employee may ask that a representative of the administration and a representative of UCPEA attempt to resolve the dispute.

**16.2** The University's regular administrative hours are defined as between 8:00 a.m. - 5:00 p.m. UCPEA employees' work schedules normally approximate 35 hours per week (historically 8:30 a.m. to 4:30 p.m.). A flexible schedule is defined as some of the hours falling outside of the University's regular administrative hours.

When the University identifies a need to adopt a temporary flexible schedule, management will first seek volunteers from within the work group. Failing to attract sufficient volunteers, the work group will be empowered to develop schedules to meet the unit's needs. If the work group is unable to address this need, then, consistent with the needs and functionality of the work group, individual employees may now be required to work a temporary flexible schedule of up to one fiscal year, with twenty (20) working days' notice. Such requirement will not be made arbitrarily or capriciously. Individuals may be exempted from flexible schedules for reasons including, but not limited to, child/parental care, health, or unavoidable personal issues. The parties recognize that the University may require immediate, temporary schedule changes in the event of a declared local, state, or federal natural disaster or health emergency. Such schedule changes shall be limited to the duration of the declared natural disaster or health emergency.

## **16.3 Changes in Work Schedules Within the University's Regular Administrative Hours**

In circumstances where the University identifies a need to change work schedules, within the University's regular administrative hours (between 8:00 a.m. – 5:00 p.m.), management will first seek volunteers from within the work group. Consistent with the needs and functionality of the work group, individual employees can be required to work a different work schedule, within the University's regular administrative hours, with ten (10) working days' notice. Individuals may be exempted from schedule changes for reasons including, but not limited to, child/parental care, health, or unavoidable personal issues.

## **16.4 Off Site Work**

The following statement represents current practice and is not an expansion of work conditions. Given the definition of professional work contained in Article 2.1 of this agreement, the University agrees it is not unreasonable to consider differing methodologies for accomplishing professional work. This may include agreements to have work produced off site utilizing appropriate technology. Each situation must be evaluated individually and approved in accordance with established procedure.

## **16.5 Telecommuting**

Telecommuting is a work arrangement in which some or all of the work is performed at a work site that is off University property, such as the home. It is one of the flexible work arrangements that may be established for staff to enable them to achieve a more successful work-life balance. Telecommuting arrangements must be in accordance with University telecommuting procedures and be in the best interest of the University.

The University retains the sole and exclusive right, in its discretion, except where limited in this Article, to determine when, where, and how work is performed, including but not limited to determining employee and position eligibility for telecommuting; requiring in-person work; approving, denying, limiting, suspending, modifying, or revoking telecommuting arrangements; determining schedules, work hours, reporting expectations, on-site attendance requirements, and the number of telecommuting days permitted; and establishing and enforcing all operational, technological, equipment, and data security requirements applicable to telecommuting. Such determinations may be made at any time based on operational needs or any other legitimate business reason, subject to the limitations in this Article. Except as expressly stated herein, decisions concerning telecommuting shall not be subject to the grievance or arbitration procedure.

### **Eligibility and Consideration Criteria**

1. Professional staff may submit a request for a telecommuting arrangement in a form and manner required by the University. Any revisions to the form will be shared with the UCPEA.
2. The University may consider such factors it deems relevant in evaluating any request, with operational needs as paramount. Such factors may include, but are not limited to:
  - a. The nature of the employee's duties and whether they can be effectively performed remotely.
  - b. The need for on-site presence for service delivery, knowledge transfer, collaboration, supervision, training, or student-facing responsibilities.
  - c. The employee's performance, reliability, and demonstrated ability to work independently.
  - d. Technology, equipment, and data-security requirements.
3. The University's judgment regarding operational needs shall govern all determinations.

## **Decision Process**

1. Requests for telecommuting arrangements shall be submitted in accordance with the form and manner required by the University.
2. Managers are encouraged to give serious consideration to all reasonable requests for telecommuting arrangements but shall have no obligation to approve any request.
3. If a request for telecommuting arrangement is denied, the employee may submit a new request only after one year from the date of the denial, unless a material change in job duties, work schedule, operational needs, or performance circumstances occurs sooner.

## **Appeal Process**

1. Employees may request an internal review if:
  - a. Their telecommuting request is denied in full or if the employee is approved for less than two (2) telecommuting days per work week, and
  - b. They received a rating of “Good” or better on their most recent performance evaluation.
2. Employees wishing to appeal a decision made under 16.5 may submit a written request for review to Human Resources within four (4) weeks of receipt of the initial telework decision.
3. Upon receipt of a timely appeal, Human Resources shall convene a Telework Review Panel within two (2) weeks composed of two (2) members: one from Human Resources and one appointed by the UCPEA.
4. The Telework Review Panel shall review the written appeal, the original telework decision, and any relevant supplementary information. The panel may, at its discretion, meet with the manager and employee to clarify their respective positions.
5. Within two (2) weeks of completing its review, the Telework Review Panel shall issue one of the following outcomes:
  - a. Uphold the initial decision, or
  - b. Recommend reconsideration.
6. If the panel is not unanimous or if the panel recommends reconsideration, the matter will be forwarded to the appropriate Vice President (or designee), who shall issue a final written determination within two (2) weeks.

## **Modification or Revocation**

1. Approved telecommuting arrangements may be temporarily limited, suspended, modified, or revoked at any time due to operational needs, changes in job duties, performance

concerns, supervision needs, compliance concerns, technology or data security concerns, or any other legitimate business reason.

2. The University will provide as much notice as practicable under the circumstances but reserves the right to require immediate temporary return to in-person work where necessary.
3. A permanent revocation of Telecommuting would be administered in the same manner as an initial denial and subject to the appeals process described above.

*Article 17.*

**STUDENT HEALTH AND WELLNESS**

**17.1 Overtime and Stipends, Generally**

a. Overtime

When Student Health and Wellness (SHaW) employees who are licensed as nurses, nurse practitioners, lab technicians, phlebotomists, or X-ray technicians, are required to work a half shift or more beyond the equivalent of a full-time workweek, they shall be paid at time-and-one-half of their base rate of pay for the additional time worked if they are covered by FLSA. FLSA exempt employees shall receive either time and time-and-one-half pay or time-and-one-half compensatory time. When part-time employees work a half shift or more beyond their regular schedule, they will receive either straight time pay or compensatory time up to the equivalent of a full-time workweek, and time and time-and-one-half worked thereafter.

For FLSA exempt employees, the decision about either pay or compensatory time shall be mutually agreed by the SHaW management and the employee. If there is no agreement the individual shall be paid rather than accrue compensatory time.

With supervisor permission, an FLSA exempt employee may also receive the stipends and/or differentials provided in the other Sections of this Article.

b. Stipends

At the beginning of each fiscal year, all stipends referenced in this Article shall be increased by a factor equal to the annual percentage increase in base salary exclusive of performance-based compensation rounded to the nearest quarter dollar amount effective that same fiscal year. The percentage increase shall be applied to the stipend amounts 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 stipends.

**17.2 Shift Differentials**

a. Evening Shift

1. The University will pay SHaW employees who are regular employees of the University, who are regularly assigned to work the day shift, who are scheduled to work four (4) or more hours of the evening shift (i.e. until 8:00 p.m. or later) (the

“evening shift”), a differential of fifteen percent (15%) of their hourly rate as derived from their base annual salary for each hour worked after 4:00 p.m.

2. Except for by mutual agreement, this differential will not apply to employees who, for their own convenience, have requested and been granted permission to work hours other than their scheduled shift, or as a result of a flexible schedule agreement.
3. With supervisor permission, the evening shift differential may be added or combined with any other differential. The evening shift differential will only be paid for hours actually worked and not while such an employee is on leave of any nature.

b. Night Shift

1. When a SHaW employee who is a regular employee of the University and who is licensed as a nurse, nurse practitioner, lab technician, phlebotomist, or X-ray technician (collectively, “licensed professionals”) is scheduled to work the full weekday night shift, (which shift typically includes those hours between 11:00 p.m. and 8:00 a.m., between Monday at 11:00 p.m. through Saturday at 8:00 a.m.) (the “night shift”), they shall be paid a differential of 20% of their hourly rate as derived from their base annual salary for each hour worked. This will not apply to employees who happen to work hours that overlap a portion of the night shift, but do not work the full shift.
2. With supervisor permission, the night shift differential may be added or combined with any other differential. The night shift differential will only be paid for hours actually worked, and not while the employee is on leave of any nature.
3. Under no circumstances will the night shift differential be paid to Advice Nurses, Sexual Assault Response Nurses, or Mental Health Services Professionals (MHSPs) unless they actually worked for SHaW during the weekday night shift.

c. Weekends

1. When a licensed professional work between 8:00 a.m. Saturday and 8:00 a.m. Monday (the “weekend”), they shall be paid a differential of 15% of their hourly rate as derived from their base annual salary for each hour worked.
2. With supervisor permission, the weekend shift differentials may be added or combined with any other differential. The weekend shift differential will only be paid for hours actually worked, and not while the employee is on leave of any nature.
3. Under no circumstances will the weekend shift differential be paid to Advice Nurses, Sexual Assault Response Nurses or MHSPs unless they actually worked at SHaW during the weekend shift.

### **17.3 Advice Nurses – Weekends**

- a. Advice Nurse services will be provided off-site on weekends, only during the academic semesters. The shifts are between 4:00 p.m. and 8:00 a.m. on Saturday and between 4:00 p.m. and 8:00 a.m. on Sunday.
- b. The coverage pools will consist of qualified SHaW Nurses who have successfully completed training as required by the Department. All coverage is provided on a voluntary basis and will be scheduled for the entire school year.
- c. The stipend for Advice Nurses for a 4:00 p.m. to 8:00 a.m. shift will be \$352.00 or \$22.00 per hour is part of the shift is worked.
- d. Advice Nurses may be scheduled for one or more of the available shifts. The scheduled nurse will be responsible for coverage of their scheduled shift. If the scheduled nurse is unable to cover the shift due to emergency reasons, it is their responsibility to arrange coverage. If the scheduled nurse is unable to arrange coverage, they will notify the administrator on call, who will arrange coverage if possible, or may authorize the cancellation of coverage for that shift.
- e. The protocol for the Advice Nurse receiving phone calls will be established in accordance with accepted medical practice.
- f. In the unforeseen event that SHaW is required to remain open 24 hours on a specific weekend to provide on-site coverage (thus precluding the need for Advice Nurse services), such assignments may be cancelled.
- g. It is within the University’s discretion to conclude that there is no longer a need for the Advice Nurse services program, in which case the University is under no obligation to continue this type of work or compensation for any duration.
- h. Nurses filling these positions will be exempt from the provisions of Article 18, Compensatory Time, during these shifts.

### **17.4 Sexual Assault Response Nurses and Mental Health Services – Weekend On Call**

Assignment of Advance Practice Registered Nurses (APRNs) (collectively referred to in this Section as “Sexual Assault Response Nurses”) to respond to sexual assault situations will be provided on Saturdays, only during the academic semesters.

- a. The coverage pool will consist of qualified SHaW APRNs who have successfully completed training as required by the Department. All coverage is provided on a voluntary basis and will be scheduled for the entire school year. SHaW management may disqualify an employee from eligibility for this assignment in their sole discretion, if it is decided that the employee resides too far away from the campus to be able to report in under an hour.
- b. Stipends:
  1. The stipend for being on call is \$25.00 per hour. This is the “on call” rate.

2. The stipend for Sexual Assault Response Nurses for being on call but not being called into work for an 8:00 a.m. to 4:00 p.m. shift (8 hours) will be \$200.00.
  3. A Sexual Assault Response Nurse called in to work will be paid for actual time worked, including travel time from home to the work site, but not less than two (2) hours, at time and one half of their regular rate of pay.
  4. For Sexual Assault Response Nurses, total compensation for being on call combined with working during a weekend shift will be a combination of the number of hours actually worked which are paid at time and one half of the employee's regular rate of pay, plus the remainder of the shift's hours paid at the "on call" rate. For example, if a Sexual Assault Response Nurse being paid \$80.00 per hour is called in for 4 hours, the pay for that shift would be 4 hours times and one half (totaling \$480.00), plus 4 hours times \$25.00 (\$100.00), for a total of \$580.00.
- c. Sexual Assault Response Nurses may be scheduled for part or all of the available shifts. The scheduled Sexual Assault Response Nurse will be responsible for coverage of the scheduled shift. If the Sexual Assault Response Nurse unable to cover the shift due to emergency reasons, it is their responsibility to arrange coverage. If the Sexual Assault Response Nurse is unable to arrange coverage, they will notify the administrator on call who will arrange coverage if possible or may authorize the cancellation of coverage for that shift.
  - d. The protocol for contacting the Sexual Assault Response Nurses with instruction to report to SHaW will be established and published at the beginning of the program.
  - e. In the unforeseen event that SHaW is required to remain open 24 hours on a specific weekend to provide on-site coverage (thus precluding the need for Sexual Assault Response Nurse services) such assignments may be cancelled.
  - f. In accordance with the Memorandum of Agreement with the Office of Victim Services, it is within the University's discretion to conclude that there is no longer a need for the Sexual Assault Response Nurse services program, in which case the University is under no obligation to continue this type of work or compensation for any duration.
  - g. Sexual Assault Response Nurses filling the aforesaid position will be exempt from the provisions of Article 18, Compensatory Time during these shifts.

### **17.5 Mental Health Services – Weekend On Call**

- a. After-hours Mental Health Services within SHaW will be provided on weekends, only during the academic semesters. The shift between 8:30 a.m. on Saturday and 8:30 a.m. on Sunday constitutes a single shift, the shift between 8:30 a.m. on Sunday and 8:30 a.m. on Monday constitutes a second single shift. There will be two (2) such shifts per weekend.
- b. The coverage pool will consist of qualified UCPEA bargaining unit MHSPs who have successfully completed on-call training as required by the Department. All coverage is provided on a voluntary basis and will be scheduled for the entire school year. SHaW management may disqualify an employee from eligibility for this assignment in their sole

discretion, if it is decided that the employee resides too far away from the campus to be able to report in under an hour.

c. Stipends:

1. The stipend for being on call is \$18.75 per hour. This is the “on call” rate.
  2. The stipend for a MHSP being on call but not being called into work for an 8:30 a.m. to 8:30 a.m. shift (24 hours) will be \$450.00.
  3. A MHSP called in to work will be paid for actual time worked, including travel time from home to the work site, but not less than two (2) hours, at time and one half of their regular rate of pay.
  4. For MHSPs, total compensation for being on call combined with working during a weekend shift will be a combination of the number of hours actually worked which are paid at the employee’s regular rate of pay, plus the remainder of the shift’s hours paid at the “on call” rate. For example, if a MHSP being paid \$80.00 per hour is called in for 4 hours, the pay for that shift would be 4 hours times and one half \$80.00 (totaling \$480.00), plus 20 hours times \$18.75 (\$375.00), for a total of \$855.00.
  5. The totality of weekend on call stipends for MHSPs is covered by this section. MHSPs do not earn an additional stipend under Article 17.4(c).
- d. An MHSP filling the aforesaid position will be exempt from the provisions of Article 18, Compensatory Time.
- e. The MHSP may be scheduled for one or the other available shifts, or for both shifts. The scheduled MHSP will be responsible for coverage of their scheduled shift. If the MHSP is unable to cover the shift due to emergency reasons, it is their responsibility to arrange coverage. If the MHSP is unable to arrange coverage, they will notify the administrator on call, who will arrange coverage if possible, or may authorize the cancellation of coverage for that shift.
- f. The protocol for receiving phone calls will be established in accordance with accepted medical practice.
- g. In the unforeseen event that SHaW is required to remain open 24 hours on a specific weekend to provide on-site coverage (thus precluding the need for MHSP services) such assignments may be cancelled.
- h. It is within the University’s discretion to conclude that there is no longer a need for the MHSP services program, in which case the University is under no obligation to continue this type of work or compensation for any duration.

## **17.6 9-Month, 10-Month and 11-Month Licensed Professionals**

- a. Except by agreement otherwise, all licensed professionals employed by SHaW for 9, 10 or 11 months per year will begin the work year one week prior to the first day of classes at the start of the fall semester, at the discretion of the Department as necessary within the operational needs of SHaW.
- b. These 9-month, 10-month or 11-month licensed professionals shall accrue vacation time as if the employee worked one continuous month for the portion of time worked in August and the portion of the time worked in their last month of their 9-month, 10-month, or 11-month appointment.

## **17.7 Student Health and Wellness Physician**

- a. The position “Student Health and Wellness Physician” will be exempt from the salary limitations stated in Section 32.4 Salary Schedules.
- b. These positions will be exempt from all general provisions of Article 18, Compensatory Time, but will be eligible for “On-Call” pay pursuant to that Article.
- c. All other provisions of this collective bargaining agreement shall remain in effect for these positions.

### *Article 18.*

## **COMPENSATORY TIME**

### **18.1 Non-Exempt Employees**

Compensatory time for non-exempt employees shall be in accordance with the Fair Labor Standards Act (“FLSA”).

- a. Non-exempt members of the bargaining unit shall be paid their “regular rate of pay” for each hour worked up to 40 hours in a workweek consistent with the FLSA and State Department of Labor wage and hour laws and regulations. The implementation of this section shall be consistent with Article 16 (Work Schedules) of the collective bargaining agreement.
- b. Non-exempt UCPEA employees’ “regular rate of pay” shall be determined by dividing their bi-weekly pay rate by up to seventy (70) hours.
- c. Non-exempt UCPEA employees will continue to receive compensatory time off for hours worked in excess of forty in a workweek in accordance with the FLSA and the collective bargaining agreement between the UCPEA and UCONN.
- d. Non-exempt UCPEA employees will be required to complete a timecard every pay period. Time worked will be reported on a daily basis in quarter hour increments. Use of paid leave time will be charged in quarter hour increments with a one hour minimum.

- e. 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.
- f. When an employee's compensatory time earned under Article 18 (i.e., the compensatory time) reaches a total of 105 hours the employee shall be paid for additional compensatory hours earned.
- g. The University may elect to reimburse an employee for any unused compensatory time at any time. The University shall pay the balance due to the employee within two (2) pay dates of when the decision to payout is made.
- h. To the extent possible, consistent with a department's workload, the choice of when to use accrued compensatory time shall be up to the employee.
- i. If an employee is reclassified from non-exempt to exempt, they shall be paid out for any unused compensatory time earned while non-exempt.
- j. Upon termination of employment, for any reason, an employee shall be paid out for any unused compensatory time.

## **18.2 Exempt Employees**

An exempt employee, not including those listed in Article 18.5, may be required to work hours beyond their regularly scheduled workweek. The requirement to work hours beyond a regularly scheduled workweek will fall within these categories:

- a. The first supervisor outside the bargaining unit will confirm in writing to the employee the requirement to work hours, specifying the reason for the requirement, and identifying the anticipated reduction in schedule to account for the hours worked beyond the employee's regularly scheduled workweek.
- b. In an emergency situation, an employee may be responsive to situational needs, provided they have obtained verbal approval from the first supervisor outside of the bargaining unit. The employee will confirm in writing with the first supervisor outside of the bargaining unit the reason(s) for working additional hours and the hours worked within the same pay period.

The following procedures shall be followed:

- a. The employee must flex the first five (5) hours worked through a reduction in the employee's schedule within the same pay period.
- b. However, if business or operational needs do not allow a reduction in schedule within the same pay period, or if the hours worked exceeds five (5) hours in a pay period, the first supervisor outside the bargaining unit may instead authorize the employee, in writing, to accrue compensatory time for the amount of hours they were unable to flex. All compensatory time must be recorded on the employee's leave record as it is earned. All compensatory time must be utilized within two (2) years of being earned at times mutually agreeable to the employee and the supervisor.

**18.3** Employees will make every effort to request the utilization of accrued compensatory time and supervisors are encouraged to approve these requests whenever business needs permit. If an individual employee's accumulation exceeds a balance of 105 hours, management may request to pay for the time over one hundred (100) hours up to a maximum of forty (40) hours at a time. Management requesting such a payout for an employee must provide a written justification and budget approval to the Director of Labor Relations, or designee, who has the final authority to approve or deny the payout request. The manager's justification must explain the extenuating circumstances that made it impossible or impractical for the employee to use accrued compensatory time. Management may request a payout of compensatory time for individual employees no more than once per calendar quarter. The University shall pay the balance due to the employee within two (2) pay dates of when the approval for payout is made.

#### **18.4 On Call**

An employee is considered to be "on call" when management requires that an individual be continuously available for responding to a work-related call for assistance during hours outside of their normal work schedule. The restraints placed upon the employee's personal freedom shall determine the level of compensation to be afforded for the hours on call as follows:

- a. An employee who is required to be available for call and in order to respond their travel is restricted, shall receive compensatory time equal to twenty-five percent of the time they are required to be on call.
- b. An employee who is required to be available for call but has no restrictions on their travel in order to respond shall receive compensatory time equal to ten (10) percent of the time they are required to be on call.
- c. Actual time spent working in response to a call shall be compensated hour for hour with compensatory time.

#### **18.5 Compensatory Time for Specific Positions**

Due to standard irregular work hours within certain University operations and occupations, a fixed annual amount of compensatory time will be awarded in lieu of the process provided in Section 18.2 as follows:

- a. Hall Directors and Community Directors Live-In Staff employed in the Department of Residential Living and Education shall receive seven (7) days of compensatory time in the Fall Semester, seven (7) days of compensatory time in the Spring Semester, and three (3) days of compensatory time in the Summer Semester.
- b. Professional staff in identified positions within the Division of Athletics shall receive five (5) compensatory days on July 1 of each fiscal year and five (5) compensatory days on January 2 of each fiscal year. All compensatory time accrued under this provision by employees in Athletics must be utilized within one year of being earned at times mutually agreeable to the employee and the supervisor.

- c. Admissions Officers, Senior Admissions Officers, Admissions Managers, Associate Directors, and Senior Associate Directors employed in the Department of Undergraduate Admissions, shall receive eight (8) compensatory days on July 1 of each fiscal year and seven (7) compensatory days on January 2 of each fiscal year to compensate for hours during recruitment travel and during the reading of applications.
- d. Employees will be notified in writing upon hire or reclassification of eligibility for compensatory time under this provision.
- e. No other compensatory time or extra compensation for the irregular hours of work routinely expected of these positions shall be awarded.

**18.6 Compensatory Time for Level 1 (Essential/Emergency) Support Services Staff During Inclement Weather**

UCPEA members who are designated as Level 1 (Essential/Emergency) Support Services Staff and must remain at or report to in-person work when other employees are directed to not report to campus based on inclement weather shall be compensated hour for hour with compensatory time, except when the weather event occurs on a holiday enumerated in Article 8.1 of the collective bargaining agreement, in which case only holiday compensatory time in accordance with Article 8.1 may be earned.

*Article 19.*

**EMPLOYEE FILES**

**19.1** For the purpose of evaluating an employee, employee files may be maintained at all administrative levels and may contain notes, records, and other documentation of employee performance. The employee's official, complete employee file will be housed in the Department of Human Resources and may include documents maintained electronically or in hard copy.

Each employee shall have the right and may request to review the content of their employee file, which may be satisfied by providing the employee an electronic copy of their employee file. Said hard copy or electronic file will be provided within five (5) workdays of the date on which the request is made.

**19.2** Others who shall have access to the employee files are:

- a. Individuals within the employee's department with stated job responsibilities relating to the maintenance of employee files (i.e., personnel officers, the dean, director, or department head, and confidential secretaries as designated by the supervisor).
- b. Other administrative personnel with legitimate reason may have access through the administrator responsible for the employee file.
- c. The UCPEA may review material in the employee's file at any time. An official representative of UCPEA, with the written authorization from the employee, may review specific material contained in the files relating to a grievance or a pending grievance.

**19.3** No negative judgments that have not been discussed with the employee nor any materials that are not contained in the complete employee file may be used in any promotion or disciplinary action.

**19.4** No anonymous material of any kind shall be placed in any employee file.

**19.5** The employee shall be notified of the placement of any negative evaluative material in their employee file within ten (10) workdays and shall have the right to write a rebuttal to any such material for inclusion in the file.

**19.6** An employee may request the removal of a Letter of Warning and related written documentation from their official, complete employee file after (12) twelve months provided there have been no further disciplinary events (as defined in Article 22.2) during this period.

An employee may request the removal of a Letter of Reprimand and related written documentation from their official, complete employee file after twenty-four (24) months provided there have been no further disciplinary events (as defined in Article 22.2) during this period.

The request and the response shall be done in writing through a process that is mutually agreed to by the parties. The request shall be reviewed by Labor Relations whose decision shall not be arbitrable.

**19.7** Employees recognize their responsibility to review the contents of their employee files.

**19.8** The employee shall have the right to obtain a copy of any material placed in their employee file (excluding pre-employment records), which will be provided in electronic form.

**19.9** Nothing in this article shall preclude the existence or maintenance of other employee files of a personnel nature.

#### *Article 20.*

### **PROBATIONARY EMPLOYEES**

**20.1** A probationary employee is an employee who has not completed a working test or trial period in their position. Such a period shall not exceed one year and four (4) months.

- a. All employees who have not completed a working test or trial period in the bargaining unit or who have been rehired after a break in service from a position represented by the UCPEA shall serve a one-year probationary period.

The first supervisor outside of the bargaining unit, in consultation with Labor Relations, may reduce or extend an employee's probationary period. Extensions shall be no more than four (4) additional months. The UCPEA shall be copied on all probationary extension letters. Further extensions shall be by mutual agreement of the parties.

In addition, any current employee voluntarily reassigned or hired as a result of a search may serve a four (4) month probationary period, at the sole discretion of the first manager outside of the bargaining unit. Employees who fail their four (4) month probationary period and are dropped shall be placed on the Article 27 recall list for the position in which they

previously held permanent status, for the full duration established in Article 27. Employees voluntarily reassigned or hired as a result of a search shall be eligible for salary increases as established in Article 32 during this probationary period.

- b. Any recalled employee shall serve a four (4) month probationary period. Employees who are not continued during their four (4) month probationary period and are dropped shall be placed on the Article 27 recall list for the position in which they previously had permanent status. In the first instance this occurs, the employee shall be entitled to the full duration of the recall period established in Article 27. In any instance thereafter, the employee shall only be entitled to the balance, as of the date of return to the recall list after the first placement of the recall period established in Article 27. Recalled employees shall be eligible for salary increases as established in Article 32 during this probationary period. A manager shall only be required to accept a recalled employee once for a given position. If such employee is not continued during their probationary period, that manager may then initiate a search for that position.
- c. Employees who are converted from end-date to permanent in the same position after a year of service, reclassified in their own position and/or involuntarily reassigned shall not be required to serve a probationary period.

Except as provided in Section 20.1 (d), service in a durational position, end-date position, student job, or special payroll position does not satisfy any probationary period.

**20.2** A newly hired employee shall be provided with a copy of their job template. Newly hired employees will be provided with electronic access to a description and explanation of the Career Paths system.

**20.3** Approximately halfway through and at the end of their probationary period, each employee shall be given a written evaluation of their performance that is not grievable under either 23.1 (a) or 23.1 (b). The employee shall normally sign the evaluation within seven (7) calendar days from receipt for the sole purpose of indicating that they have read it. Failure to sign may be considered cause for disciplinary action.

**20.4** In the event that a probationary employee (excluding Residence Hall Directors) is dismissed before the end of their probationary period, they shall be notified in writing and receive two (2) weeks' notice or pay in lieu thereof. Residence Hall Directors only shall receive four (4) weeks' notice or pay in lieu thereof.

**20.5** Residence Hall Directors who are dismissed before the end of their probationary period will be provided not less than four (4) weeks from the date of the dismissal notice to vacate their University apartment, unless the University has a safety or security concern about the employee remaining in University housing. At the UCPEA's request, the University will agree to meet and discuss exceptional circumstances in which the Residence Hall Director may request additional time to vacate their University apartment. The University's decision whether to grant an extension request is not grievable or arbitrable.

**20.6** In no case shall either the dismissal of an employee during their probationary period, or the non-continuation of an employee upon the completion of their probationary period, be grievable under any article of this agreement including 23.1 (b), or grievable and arbitrable under 23.1 (a). A probationary employee who is dismissed, or who is not continued, may appeal within ten (10) days to the office of the appropriate Provost, Vice Provost, Vice President, or designee. Within seven (7) calendar days of the hearing the Provost, Vice Provost, Vice President, or designee shall respond in writing. The decision of the Provost, Vice Provost, Vice President, or designee is final and not appealable to arbitration.

Meetings held under this procedure shall be conducted at a time and place, which shall afford a fair and reasonable opportunity to attend for all persons proper to be present. When such meetings are held during working 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 shall be defined as the appealing employees, their Union representatives, and qualified witnesses. Qualified witnesses shall be defined as those with information relevant to the appeal. At least two (2) business days before the hearing, the employee shall submit to the hearing officer a list of proposed witnesses. The designated hearing officer will determine which witnesses, if any, are qualified to attend the hearing. Determinations that a proposed witness is not qualified to attend the hearing shall be provided in writing at least one (1) business day before the hearing and shall include the reason for the determination. The determination of the hearing officer is final and not grievable or arbitrable.

#### *Article 21.*

### **EVALUATION**

**21.1** For the purpose of promoting, maintaining, and enhancing excellence in job performance, each department shall provide for evaluations of each UCPEA employee at least once a year. Such evaluations shall permit the continuing assessment of the quality of the individual's performance relative to the required duties described in their official job template and internal departmental job specification (if applicable).

#### **21.2 Evaluation Procedures**

- a. The evaluation period shall be May 1st to April 30th of each year.
- b. Management may require employees, or employees may volunteer, to provide an annual report of activity and achievement to be used as a source of information for evaluations. If management makes such a requirement, they must do so in advance of the period for which they want the reporting. Employees shall be given a minimum of (2) weeks' notice for providing the requested reports. Final reports for an evaluation year must be submitted by April 15th for consideration in the evaluation process.
- c. For the purpose of documenting and appraising the employee's performance during the period, as well as for providing suggestions for improvement, each supervisor of UCPEA staff, including supervisors in UCPEA positions, shall prepare a written evaluation with criteria appropriate to that department or work unit. While an evaluation may be done at any time during the evaluation year, one must be prepared and presented to each employee between May 1st and May 22nd of each year.

- d. A cover sheet indicating appropriate demographic information and overall rating of performance that reflects the details of the evaluation shall accompany each evaluation. Ratings should be categorized as follows:
- Outstanding – Far Exceeds Expectations
  - Very Good – Exceeds Expectations
  - Good – Meets Expectations
  - In Need of Improvement
  - Unsatisfactory
- e. The employee shall normally sign the evaluation within seven (7) calendar days from receipt for the sole purpose of indicating that they have read it. Failure to sign may be considered cause for disciplinary action.
- f. An employee shall have the right to append to their evaluation a written statement presenting their concerns as they relate to the evaluation. This will be attached to the evaluation, become a permanent part of the record, and will be the final documentation associated with the performance evaluation. The statement shall normally be submitted within sixty (60) calendar days from receipt of the evaluation by the employee.
- g. In addition to the employee's signature, others shall include the immediate supervisor and the first supervisor outside the bargaining unit, provided they are not the same person. The employee shall be given a copy of the final signed document, and a copy shall be sent to HR by May 15th.

**21.3** Either party may request to review the evaluation form every other year (odd-numbered years) during the month of January. The review process will not extend beyond the month of January. All changes shall be approached as a joint labor-management effort. Any changes the parties agree to make to the evaluation form will go into effect at the start of the following rating period (e.g., changes made in January 2023 would go into effect on May 1, 2023). No changes will go into effect without agreement from both parties. The evaluation form and any changes made thereto shall not be grievable or arbitrable.

- a. The parties agree to meet beginning in July 2026 to review and revise the evaluation form to be effective for the review year beginning May 1, 2027.

**21.4** Upon the written request of an employee, a job template will be provided by the Administration.

**21.5** An employee may grieve only those evaluations that result in an overall unsatisfactory rating. If the overall unsatisfactory rating results in disciplinary action and the employee was notified of the discipline at the time of the rating, an employee may grieve under Article 22 (Dismissal or Other Disciplinary Action); however, they may not also file a separate grievance on the rating under this Article. During the Article 22 grievance, the unsatisfactory rating shall be incorporated into the grievance.

*Article 22.*

**DISMISSAL OR OTHER DISCIPLINARY ACTION**

**22.1** The provisions of this article apply to all non-probationary members of the bargaining unit.

The parties are in agreement that discipline shall be for just cause and that, except in cases of serious misconduct, the dismissal of any employee shall occur as the final step in a progressive disciplinary system and only after the rights of the employee to a fair hearing are provided. Cases of serious misconduct should be dealt with through an immediate administrative leave with pay, followed by a hearing at Step 22.3 (b) below.

Grounds for dismissal or other disciplinary action:

- a. Documented incompetence or failure to meet satisfactory standards of job performance based on written evaluations of their performance.
- b. Failure to meet educational requirements or to fulfill professional commitments, including certification and licensing, made in a written agreement at the time of employment.
- c. Misconduct or insubordination to reasonable directives to the employee, given as direct orders which are not illegal, or clearly dangerous, by their Dean, Director, Department Head or designee. If the employee feels that an order is not a part of their responsibilities, they may request and shall be given a written verification of that order. They shall carry out the order and aggrieve through the grievance procedure.
- d. Sexual harassment as defined in the CT State Statutes (§ 46a-60(8)).
- e. Drug and alcohol abuse in the workplace as defined in University policies.

**22.2** Disciplinary action may include: (a) verbal or written warning or reprimand, (b) withholding of a satisfactory performance increase, (c) suspension without pay, (d) demotion, and (e) dismissal. In a case of a violation of 22.1 (c), (d), or (e) above, an employee may be placed on paid administrative leave of absence while the investigation is completed, if it is adjudged to be in the best interests of the University by the appropriate cabinet officer.

**22.3** Procedures to be followed when disciplinary action such as the withholding of a salary increase, suspension without pay, demotion, or dismissal is contemplated:

- a. The employee shall be notified in writing, with a copy to the UCPEA office, of the investigatory or fact-finding interview. The employee shall be advised of their right to union representation. If representation is waived it shall be done in writing.
- b. When the investigation is complete and before a decision about discipline is made, the employee shall be afforded an opportunity to meet with the appropriate cabinet officer or their designee to hear the specific charges, the evidence against them, and to present their side of the situation. The employee shall be afforded fifteen (15) calendar days written notice of this meeting. Said notice shall include the date, time and location of the meeting, and the specific charges that form the reasons that disciplinary action is under consideration. Union representation is an entitlement at this meeting; if waived, the

employee must do so in writing. At such a hearing the employee may call witnesses who they feel may have information related to the issue under investigation. A written decision shall be rendered within fifteen (15) calendar days from the date of the hearing and shall include a specific notice of discipline to be imposed and the effective date(s) of discipline. An employee who, without legitimate reason, fails to report to this hearing, shall be terminated immediately.

- c. The decision of the appropriate cabinet officer or their designee shall be final except for the appeal provisions noted in 22.3 (e).
- d. No member of the professional staff shall be suspended without pay until after the hearing specified in 22.3 (b). Placement on paid administrative leave described in 22.2 is understood to be part of the disciplinary process but is not considered discipline.
- e. Suspension without pay, denial of a satisfactory performance increase, demotion or termination may be appealed to arbitration on the merits. For these penalties, the arbitrator shall not substitute their judgment for that of the administrator except if it has been arbitrary, capricious, or unreasonable.

*Article 23.*

**GRIEVANCE PROCEDURE**

The Parties agree that all problems should be resolved whenever possible before the filing of a grievance, and they wish to encourage open communication between administrators and employees, so that the formal grievance procedures will not normally be necessary.

**23.1 Definitions**

- a. A contractual grievance shall be limited to a claim that there has been a violation of a specific term(s) or provision(s) of this agreement or of those conditions of employment, which are specified in the contract.
- b. A non-contractual grievance shall be a dispute concerning the practices and policies of The University of Connecticut.
- c. A grievant may be an individual employee, a group of employees, or the Union on behalf of an individual or group of employees. It is understood that when the Union grieves on behalf of an employee or a group of employees, it shall identify the individual(s) and that the individual(s) may be required by either party to this agreement to testify at all levels of the grievance procedure.
- d. Immediate Supervisor shall mean the first person outside the bargaining unit with responsibility and authority to direct the grievant; it may be a supervisor, department head, director, dean, or someone designated as the supervisor with adequate authority to resolve the matter. If, in a contractual grievance the immediate supervisor is also the appropriate Step Two level administrator, the grievant may elect to file at Step Two and waive a Step One hearing.

## **23.2 Time Limits**

A grievant shall be granted thirty-five (35) calendar days from the event giving rise to the grievance to submit the grievance in writing to the immediate supervisor. If the event occurs while the grievant is on authorized leave from the University and/or could not reasonably be expected to be knowledgeable of the event giving rise to the grievance, the grievant will have up to fourteen

(14) calendar days after their return to work in which to submit the grievance in writing to the immediate supervisor. Similarly, the supervisor on authorized leave shall have fourteen (14) calendar days after their return to work to respond to the grievance in writing. In no case shall The University of Connecticut administration be obliged to process a grievance, which is submitted forty-five (45) days after the event giving rise to the grievance.

## **23.3 Procedure for Non-Contractual Grievances**

### **a Step One: Immediate Supervisor**

If the informal attempt by the parties does not resolve the problem, the grievant, and a representative of the Union (if the grievant so desires) shall within the limits in 23.2 submit said grievance in writing to the immediate supervisor with a copy of the grievance to Labor Relations. The immediate supervisor will meet with the grievant and an UCPEA representative (if requested by the grievant) within fourteen (14) calendar days of the submission and will give their decision in writing within fourteen (14) calendar days of such meeting.

### **b Step Two: Non-Contractual Grievance Panel**

If the grievance is not resolved to the satisfaction of the grievant, or the UCPEA on behalf of a group of employees, within fourteen (14) calendar days of the receipt of the decision at Step 1, the grievant or the UCPEA, on behalf of the grievant(s), may notify the University Labor Relations Designee that they wish to appeal to the Non-contractual Grievance Panel.

A Non-contractual Grievance Panel shall be chosen for each grievance in the following manner:

1. Within 21 days of the progression to Step Two the UCPEA shall select three (3) persons from within the UCPEA bargaining unit, but not from the department in which the grievance has been filed. Within 10 days, the University shall choose one of those persons for the Grievance Panel.
2. Within 21 days of the progression to Step Two the University shall select three (3) persons from among the management of the University, but not from the department in which the grievance has been filed. Within 10 days, the Union shall select one of those persons as a member of the Grievance Panel.
3. Once the panel has been chosen, the panel's charge shall be given jointly by a representative of the University and a representative designated by the Union.

The two (2) members chosen above shall constitute the Non-contractual Grievance Panel and shall hold a hearing and render their decision, in writing, within forty-five (45) days of receiving their charge. If the decision of the panel is unanimous, it shall be final and binding and not appealable by either party. If the decision is not unanimous, the grievance may go to Step III.

Any changes to the time frame in the Step Two procedure shall be mutually agreed to by the Union and the University. Reasonable requests for extensions shall not be denied.

c. Three: Vice Presidential Step

If the decision of the Non-Contractual Grievance Panel is not unanimous, within fourteen (14) calendar days, the grievant, or the UCPEA on behalf of the grievant(s), may submit the grievance to the appropriate Vice President. The Vice President, Director or their designee may review the work of the Non-Contractual Grievance Panel. Within twenty-eight (28) calendar days after submission, the Vice President, Director or designee shall hold a hearing with the grievant and an UCPEA representative and respond in writing. The decision of the Vice President, Director or designee is final.

#### **23.4 Procedure for Contractual Grievances**

a. Step One: Immediate Supervisor

If the informal attempt by the parties does not resolve the problem, the grievant and a representative of the Union (if the grievant so desires) shall within the time limits of 23.2 submit said grievance in writing to the immediate supervisor with a copy to Labor Relations. The immediate supervisor will meet with the grievant and the UCPEA representative (if requested by the grievant) within fourteen (14) calendar days of the submission and will give their decision in writing within fourteen (14) days of such meeting.

b. Step Two: Vice Presidential Level

If the grievance has not been resolved to the satisfaction of the grievant, or the Union on behalf of the employees, it shall, within fourteen (14) calendar days of the receipt of the decision at Step One, be submitted to the Vice President. The Vice President, Director or designee shall, within fourteen (14) calendar days of the receipt of the grievance, meet with the grievant and the Union representative. Within fourteen (14) calendar days of the hearing the Vice President, Director or designee shall respond in writing.

c. Step Three: Arbitration

If the grievance is not resolved to the satisfaction of the Union, within fourteen (14) calendar days of the receipt of the decision at Step Two the Union may submit - with notice to the Provost or appropriate Vice President and Labor Relations designee - the grievance to arbitration. The Union will provide a copy of the filing to arbitration to Labor Relations within three (3) business days of filing. Grievances regarding suspensions of more than ten (10) days, demotions, or terminations and contract interpretation shall be submitted for arbitration to the American Arbitration Association or the Connecticut Board of Mediation

and Arbitration. Grievances concerning all other complaints, including suspensions of ten (10) days or less, written warnings or reprimands, and evaluations shall be submitted for arbitration to the Connecticut Board of Mediation and Arbitration. The arbitration rules of whichever forum the grievance is filed shall apply.

To qualify for arbitration, the grievance must meet the definition of a contractual grievance as defined in 23.1 (a) and must cite the specific article(s) of the contract involved.

### **23.5 Authority of the Arbitrator**

- a. The arbitrator shall hear and decide only one grievance in each case.
- b. 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 refrain from issuing statements of conclusions not essential to determining the issues submitted.
- c. Fees and expenses of the arbitrator shall be borne equally by the Board and the Union.
- d. The decision of the arbitrator shall be final and binding provided that the terms of this section are not violated.

### **23.6 General Provisions**

- a. Any grievance not presented in writing within the time limits of 23.2 shall not thereafter be considered a grievance under this procedure.
- b. Failure at any step of this procedure to appeal a decision within the specified time limit shall be considered acceptance by the aggrieved of the decision rendered and such decision shall thereafter be binding upon the aggrieved and the Union.
- c. Failure at any step by the employer to respond to the grievant and the Union within the time limits specified at any step allows progression to the next step.
- d. Meetings held under this procedure shall be conducted at a time and place, which shall afford a fair and reasonable opportunity to attend for all persons proper to be present. When such meetings are held during working 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 shall be defined as aggrieved employees, their Union representatives, and qualified witnesses.
- e. No complaint informally resolved or grievance resolved at either Step One or Step Two shall constitute a precedent for any purpose, unless the parties agree in writing that it should become a precedent.
- f. Non-contractual grievances terminate with the Vice-Presidential step and are not subject to arbitration.

- g. All time limits above may be extended by mutual agreement of the parties.
- h. Non-renewal of an employee with an end date, or non-renewal of an employee due to termination or non-renewal of the grant or contract funding their position, is not subject to either the contractual or non-contractual grievance procedure.
- i. No policies, rights, responsibilities, or prerogatives of the Board of Trustees shall be subject to the contractual grievance procedure and/or arbitration unless exercised in a manner inconsistent with a specific provision of this agreement.

*Article 24.*

**NO WORK STOPPAGE**

**241** The Union and the Board agree that any differences between the parties on matters relating to the agreement shall be settled by the means provided in the contract. The UCPEA and its members agree that they will not condone, call, engage in, or participate in any strike, slow down, work stoppage or picketing during normal working hours on behalf of its own, or any other labor organization, during the term of this agreement.

**242** The University agrees there shall be no lockouts during the term of this agreement.

*Article 25.*

**CAREER LADDERS**

**251** The University will continue to support career ladders. All current (Clinical Career Progression Program for Student Health and Wellness Nurses) and approved career ladder programs shall be maintained during the life of the contract. All new programs will be reviewed by the University and submitted to the Provost or appropriate Vice President, with a simultaneous copy provided to the UCPEA.

**252** In order for employees to develop additional professional skills, and upon mutual agreement by the University and an employee, the employee shall be provided with release time of up to one day per week for one year in order for the employee to assume an internship position in another professional role at UConn. All such agreements shall be reduced to writing and shall be coordinated through the University Department of Human Resources.

*Article 26.*

**VACANCIES AND JOB POSTING**

**26.1** All newly created or vacant existing bargaining unit positions shall be posted on the Human Resources web page for two (2) weeks. The projected salary range may be obtained by contacting Human Resources. This specifically exempts positions that may be created and filled within a single unit. An UCPEA applicant for a bargaining unit position who meets the stated minimum qualifications and identifies themselves as a member of the unit on their vita shall be granted an interview.

- a. The University will work with the UCPEA to develop a pilot program for conducting a pooled search process for agreed upon positions, with the intent of the program to become fully operational no later than twelve (12) months after the effective date of this collective bargaining agreement. The University and the UCPEA shall meet regularly, no less than quarterly, to ensure timely development and implementation. The pilot program may only be implemented, modified, or extended through consultation with and notification to the UCPEA and shall expire at the end of this agreement unless otherwise agreed to by the University and the UCPEA.

**26.2** An employee, upon request, shall be given the status of their application or the reason they were rejected for a position.

**26.3** In no case shall the failure to obtain the position or a disagreement with the reasons for being rejected be grievable or arbitrable under this agreement.

*Article 27.*

**REDUCTION OF PROFESSIONAL STAFF**

**27.1** This section does not refer to probationary employees or those supported by grant funds or contracts.

- a. In all cases requiring the termination of professional staff, primary consideration shall be given to the University's responsibility to offer an appropriate range of educational support services.
- b. Whenever an employee is provided notice of layoff, the President or designee shall meet and discuss the layoff with the UCPEA. The UCPEA may submit its own proposal to address the situation or offer an alternative to layoff.
- c. In the event that a layoff is necessary, seniority shall be the determining criterion for selecting which employees shall be laid off within a school, division, department or subdivision of a department, or program.\* Exceptions may be made to seniority based upon the following:
  - 1. Affirmative action judged in relation to goals within the last five (5) years for non-teaching professionals in the classification level.
  - 2. The first level supervisor outside of the unit has taken into consideration the skills, experience, and merit of the employees in relation to the needs of the department and the least senior employee is clearly, significantly, and demonstrably superior to the more senior employee as shown through a combination of the following:
    - a. professional publications,
    - b. awards external to the University related to their profession,
    - c. attainment of significant skills or qualifications within their field related to the position, but beyond the minimum requirements of the position,

- d. self-initiated new programs, projects, or processes that advance the mission of the department or University,
  - e. clear and consistent disparity of evaluation over the past three (3) years prior to layoff. This may be one element, but not the primary element used as proof of the superiority.
3. In those cases when a department is not to be eliminated entirely, and the department or subfunction within a department has been able to maintain as full a range of services as possible.

\*The University shall provide the UCPEA with a list of these units in September annually of each contract year. So long as the University maintains a website accessible to the UCPEA with a current organizational chart, provision of this last shall not be required.

- d. When a reorganization causes two (2) or more positions to be combined and one or more components are to be eliminated, the least senior employee from those positions that have been combined shall be laid off if all employees are at the same level. If employees are not at the same level, the least senior employee shall be laid off provided the remaining employees are able to perform the remaining duties with reasonable orientation but not training.
- e. For the purpose of this article, seniority shall be calculated as years of service based on total state employment, with part-time employees receiving a prorated share of seniority.
- f. In the event that any part of this article comes before an arbitrator, it shall be understood that issues at an arbitration hearing may include failure to satisfy any of the above conditions, but not the initial decision of the University to retrench, or terminate a school, division, department or subdivision of a department, or program.
- g. Any employee who has been laid off shall be offered employment in a position that is same or a similar to the eliminated position or to a lower level of the eliminated position in the same job path, if the employee meets the minimum qualifications of the job specification, if such a position becomes available during the eighteen (18) months from the date of the notice of layoff. Employees on layoff shall receive notice of all UCPEA vacancies and shall be granted an interview for all posted positions for which they apply and notify Human Resources of their application, and meet the minimum qualifications within eighteen (18) months of the date of notice of layoff. Employees offered reemployment by the University must accept such an offer within 15 days.
- h. When a program, department or subdivision of a department hires a laid-off employee into a position for which they would not otherwise be entitled to through recall, such employee shall be subject to a four (4) month probationary period. If the employee is not retained beyond the probationary period, they shall be returned to the recall list in order to be on the recall list for a total of eighteen (18) months.

- i. When a program, department or subdivision of a department is recalling laid-off employees, they shall be recalled in order of seniority except in those cases where they do not have the ability and qualifications to perform the work available.
- j. Notices of recall shall be sent, certified mail, to the last known address of the laid-off employee, with simultaneous email notice to the employee, if provided, and to the UCPEA.
- k. In the event of layoff, members of the unit shall be provided the following notice period during which they will continue working:
  - l.
    - 1. After 1 year of service: 3 months' notice
    - 2. After 2 years of service: 4 months' notice
    - 3. After 3 years of service: 5 months' notice
    - 4. After 4 years of service: 6 months' notice
    - 5. After 5 years of service: 7 months' notice
    - 6. After 6 years of service: 8 months' notice
    - 7. After 7 years of service: 9 months' notice
    - 8. After 8 years of service: 10 months' notice
    - 9. After 9 years of service: 11 months' notice
    - 10. After 10 years of service: 12 months' notice

In lieu of the notice period provided above or some portion thereof, the University and the employee may agree to a lump sum payment or salary continuation equal to 50% of the salary that the employee would have earned during the notice period.

If the employee wishes to work the notice period, but the University has compelling business reasons to release them, the University has the discretion to issue payment of 50% of the salary that the employee would have earned during the notice period, in lieu of notice.

- m. For the purpose of notice only, service shall mean service at the University of Connecticut or one of its regional campuses, rather than at another state agency. For the purpose of this article, leave without pay and military service does not count toward the calculation of years of service at the University.
- n. In the event of a layoff, the employee may purchase health benefits at the group rate for 18 months from the date of layoff, consistent with COBRA.
- o. The University shall continue to provide counseling and outplacement functions to all UCPEA employees affected by a layoff.

- p. In the event of fiscal constraints, in lieu of or in addition to layoffs, the University, in conjunction with the UCPEA, may solicit members of the bargaining unit to voluntarily separate from employment in exchange for a lump sum payment based upon the schedule in Section 27.1 (k). Such volunteers will be ineligible for the recall and reemployment rights provided in this Article. In its sole discretion, the University may deny such a request under this provision.

**27.2** This section refers only to members of the unit funded from grants and contracts.

- a. In the event of exigencies, which require the layoff of staff funded from grants or contracts prior to the end date of the grant or contract, the principal investigator shall carry out layoffs as specified in Section 27.2 (b) below.
- b. In all cases requiring the termination of staff prior to the end date of the grant or contract, the primary goal of the employer shall be the maintenance of the purpose for which the grant was awarded. Among employees with equal qualifications and skills working under a grant, as this is determined by the principal investigator, layoffs shall be in reverse order of seniority at the University, with those having served least being laid off first.

**27.3** All terminations after twelve months of service at the University, including all non-renewals, except those for cause, shall be eligible for the statewide placement and training program.

*Article 28.*

**MERGERS AND ACQUISITIONS**

**28.1** In the event that the University is merged into or with any other unit or system of public higher education, this bargaining unit shall remain distinct and this Agreement in full force.

*Article 29.*

**MEET AND DISCUSS**

**29.1** At the invitation of either party, representatives of the Administration and UCPEA shall meet to discuss matters of professional concern, including hiring practices of a professional nature, e.g., special payroll, or matters relating to the implementation of this agreement. Labor Management meetings shall occur quarterly, or more often to discuss these matters.

**29.2** Nothing in this article curbs the right of the Administration to meet with committees or individual professional staff members to discuss such matters unrelated to collective bargaining as the Administration decides.

**29.3** UCPEA members will have a structured opportunity to provide anonymous feedback about their managers when a formal evaluation occurs.

*Article 30.*

**PARKING**

**30.1** The Union shall be entitled to one representative and one alternate on the University Parking Advisory Committee.

**30.2** The University shall give advance notice to employees in the event of parking dislocation, except dislocations due to an emergency.

**30.3** The distribution of parking permits shall continue in accordance with the procedures as determined by the Parking Advisory Committee.

**30.4** The University's Parking Advisory Committee will develop recommendations for distribution of parking spaces.

**30.5 Parking at the Regional Campuses and Law School**

The University will make parking available at a uniform parking rate to all UCPEA employees on all campuses that is the same as the "Area 2" rate charged at the Storrs campus.

UCPEA employees will be required to secure an Area 2 parking permit and will be charged the same sliding scale fee that exists for Storrs-based employees.

There will be no Area 3 parking at the Regional Campuses or the Law School.

If an employee does not wish to use campus parking, they will not be required to purchase a permit.

In lieu of a designated free parking area at campus locations other than Storrs, UCPEA members whose salary rate qualifies them for a 50% reduction of the Area 2 rate will have their Area 2 parking fee waived.

University parking permits will be honored at all campus locations.

**30.6** An employee with an Area 2 University parking permit, using a state-issued handicap parking permit, and registered with Facilities Operations, shall be permitted to park at any handicap designated parking spot in surface lots, without incurring additional costs.

**30.7** The University will establish dedicated parking spaces—identified as special parking—for use by Residence Hall Directors within reasonable proximity to their assigned residential dwelling. Special Residence Hall Director spaces will be available at the Area 2 rate.

*Article 31.*

**JOB CLASSIFICATION**

**31.1 Classification System**

- a. Nothing in this Article will diminish the Board's prerogatives described in Article 3, including, but not limited to, the power to determine for the University what jobs are needed, what the content of a job description should be, or how a particular job should be structured.
- b. A description of the Job Classification System is available to all employees through the Human Resources Web Page.

**31.2 Career Progression**

Career progression will include three (3) ranks: proficient, advanced, and expert. Employees are hired at the proficient rank. The salary increase for progression from proficient to advanced is \$1,000. The salary increase for progression from advanced to expert is \$1,500. These salary increases are independent of any merit awards that may be made through Article 32, Salary. Salary increases for progression will be subject to fiscal constraints, and resulting salaries will not exceed the pay-band maximum. Any denial of a request for a progression in rank shall be accompanied by a written reason for the denial. Denials shall not be arbitrary or capricious. Decisions about progression shall be final and not subject to appeal.

**31.3 Position Audit Process**

- a. **DEFINITION:** A position audit to determine whether an employee's position is appropriately classified may be requested when:

The opinion of the employee and/or their supervisor is that a majority of the job duties and responsibilities have changed to such a degree that the existing classification does not appropriately describe the work that is being done.

The method of classification analysis shall be a position audit performed by the Department of Human Resources. It is at the University's discretion to determine the methodology for collecting position information and the protocol by which the review is performed.

- b. No position audit request will be considered unless the employee has been consistently performing changed duties for at least two (2) months. An employee may not request a position audit during their first year in the current position or within a year of reclassification.

When an employee identifies significant changes in their job duties and responsibilities, they shall meet with their supervisor and request that the position be submitted for a position audit. The employee may start the process from the position audit information furnished on the Department of Human Resources webpage. This does not preclude the initiation of a position audit requested by a supervisor or manager without an initial request from an employee, nor does it preclude the removal of duties at any point after a classification specialist determines the changes in duties are at a higher level.

- c. The electronic submission by the employee starts the process. The position audit form will then be reviewed and receipt acknowledged by the supervisory chain within 4 weeks of receipt from the employee and returned to Human Resources. The supervisor's acknowledgement shall represent only an awareness that Human Resources is conducting an objective review of the position for the purposes of establishing the appropriate classification.
- d. Following receipt of the completed job inventory form, Human Resources will complete the position audit and provide the employee, the UCPEA, and the supervisor a written summary of the results within 12 weeks.
- e. If the position audit process reveals that a different organizational level and/or job family is appropriate, and the employee meets the minimum requirements for a specific position description within that level or family, the first manager outside the bargaining unit shall authorize the change, or remove those duties identified within the audit as being outside the classification. The effective date of reclassification shall be the date the employee submitted the position audit form. In instances where the duties identified as outside the classification are removed, the employee shall be compensated pursuant to Section 31.4, retroactive to the date the position audit form was submitted by the employee through the date the higher-level duties are removed.
- f. If the position audit process reveals that the employee's duties are not appropriately classified, and no specific position description within that level and/or job family exists, the Department of Human Resources shall consider the development of a new job family or modification to an existing one.
- g. The decision of the Department of Human Resources is not subject to the grievance process.

An employee whose position audit request is denied may request a meeting with the classification specialist who performed the audit and the Chief Human Resources Officer, or designee, to review the reason for the denial.

Following the meeting the employee will have fourteen (14) calendar days to supplement the discussion with additional evidence.

The Chief Human Resources Officer, or designee, shall respond in writing within six (6) weeks. The written decision may confirm the original decision, or it may determine that the employee's duties are not appropriately classified. The decision will provide justification for this determination. This decision is final and not subject to appeal, grievance, or arbitration.

- h. All time limits in this Section may be extended by mutual agreement between the UCPEA and the University.

### **31.4 Reclassification Salary Increases**

If the position audit results in an employee's position being reclassified to a higher level, the employee's salary may be increased by up to 10%, as approved by Human Resources and the manager outside of the bargaining unit, on the effective date of the reclassification. The salary increase shall not be more than the maximum of the salary band into which the position is reclassified. Otherwise, the salary increase shall not be less than 3% of the employee's salary on the effective date of the reclassification, or the minimum of the pay-band into which the employee is reclassified, whichever is greater.

### **31.5 Temporary Service in a Higher Classification**

It is within the University's discretion to appoint employees to temporary positions or temporarily assign them higher-level additional duties to cover for someone on a leave of absence, to address departmental reorganizations, to fill a need while a full recruitment effort is underway, or for other reasons the University deems appropriate. The University will make every effort to limit temporary appointments to no more than 18 months but reserves the right to exceed 18 months.

An employee will be compensated for a temporary appointment by a minimum 3% increase or equal compensation to the minimum of the pay band determined by Human Resources for the temporary appointment, whichever is greater on the effective date of the temporary appointment.

*Article 32.*

## **SALARY**

### **32.1 Salary Increases**

Part-time employees receive pro-rated salary and fringe benefits.

- a. As soon as practicable following legislative approval of this agreement, effective July 1, 2025, a 2.5% increase shall be added to the June 30, 2025, base annual salary, of each current bargaining unit member who performed satisfactorily\* and was a member of the bargaining unit as of January 1, 2025. This shall also apply to eligible bargaining unit members who directly retired or were affected by position elimination after July 1, 2025.
- b. Effective July 1, 2026, a 2.5% increase shall be added to the June 30, 2026, base annual salary of each current bargaining unit member who performed satisfactorily\*, and was a member of the bargaining unit as of January 1, 2026.
- c. Effective July 1, 2027, a 2.5% increase shall be added to the June 30, 2027, base annual salary of each current bargaining unit member who performed satisfactorily\*, and was a member of the bargaining unit as of January 1, 2027.
- d. This Agreement may be reopened for the sole purpose of negotiating general wage increases or performance-based compensation for the period of July 1, 2028, through June 30, 2029. The Union may effectuate the reopener by notifying the University in writing by January 1, 2028, of its desire to do so.

\*Satisfactorily shall be defined as having not received an overall unsatisfactory evaluation.

### **32.2 Performance-Based Compensation**

Performance-based compensation is an increase to be added to the employee's base salary. Employees who are in their initial probationary period are not eligible for performance-based compensation. For the life of the agreement neither the amount of performance-based compensation nor the failure to receive performance-based compensation shall be grievable or arbitrable.

- a. As soon as practicable following legislative approval of this agreement, effective July 1 2025, a 2.0% increase shall be added to the base annual salary of each current bargaining unit member who performed satisfactorily\* and was a member of the bargaining unit as of January 1, 2025. This shall also apply to eligible bargaining unit members who directly retired or were affected by position elimination after July 1, 2025.
- b. Effective July 1, 2026, a 2.0% increase shall be added to the base annual salary of each current bargaining unit member who performed satisfactorily,\* and was a member of the bargaining unit as of January 1, 2026.
- c. Effective July 1, 2027, a 1.5% increase shall be added to the base annual salary of each current bargaining unit member who performed satisfactorily,\* and was a member of the bargaining unit as of January 1, 2027.
- d. Effective July 1, 2027, the University shall distribute the equivalent of 0.5% of the gross salary amount to be issued as performance-based compensation to current UCPEA bargaining unit members.
- e. The University performance-based compensation pool provided in this section is intended to reward those individuals who have sustained a level of performance that consistently exceeds the performance of their peers during the evaluation period, and that have advanced the mission and goals of the Department and the University. The immediate supervisor, regardless of bargaining unit or exempt status, shall make recommendations about performance-based compensation, but the final amounts will be determined by the President, Vice President, or Provost. The supervisor may only recommend employees for University performance-based compensation who receive a "Good" evaluation or higher.
- f. The percentage pool identified above shall be established on a per capita basis at the level of the President, Vice President or Provost based on the bargaining unit membership as of March 1 of the fiscal year immediately preceding the distribution.
- g. The University, in consultation with the UCPEA, will develop and deliver supervisory training for performance evaluation and performance management. The performance evaluation process provided in Article 21 of this agreement will be covered in this training.

\*Satisfactorily shall be defined as having not received an overall unsatisfactory evaluation.

### 32.3 Salary Schedules

Neither the salary offered for a particular job nor assignment of a job classification to a salary band is grievable under the contractual or the non- contractual grievance procedure.

- a. No employee shall be hired or be employed at less than the minimum salary for the UCPEA salary band. An employee will be hired into the minimum salary unless it is deemed that their qualifications warrant an increased offer. The hiring range shall be defined as any amount between the minimum and defined maximum for each UCPEA salary band. In determining the amount, consideration shall be given to qualifications, experience, and market issues.
- b. No employee shall be employed at an amount higher than the maximum salary for the UCPEA salary band. If, at the time University performance-based compensation is being issued, an employee receives a recommendation for a performance based compensation increase that is approved by the President, Vice President or Provost, which causes them to reach the maximum amount, any amount over that limit will be converted to a lump sum payment that will not be added to the base salary.
- c. When presented with evidence that a member is considering leaving the employment of the University, the University will notify the UCPEA, and may act immediately to make an upward adjustment in salary in an effort to retain said employee.

#### Effective July 1, 2025

Level	Minimum	Midpoint	Maximum
1	\$46,989	\$61,085	\$75,182
2	\$52,627	\$68,415	\$84,203
3	\$58,942	\$76,625	\$94,308
4	\$66,015	\$85,820	\$105,625
5	\$73,937	\$96,119	\$118,300
6	\$82,810	\$107,653	\$132,496
7	\$92,747	\$120,571	\$148,395
8	\$103,877	\$135,040	\$166,203
9	\$116,342	\$151,244	\$186,147

Note: Arrived at by adding 2.5% to the July 1, 2024, schedule.

**Effective July 1, 2026**

Level	Minimum	Midpoint	Maximum
1	\$48,163	\$62,612	\$77,061
2	\$53,943	\$70,126	\$86,309
3	\$60,416	\$78,541	\$96,666
4	\$67,666	\$87,966	\$108,265
5	\$75,786	\$98,522	\$121,257
6	\$84,880	\$110,344	\$135,808
7	\$95,066	\$123,585	\$152,105
8	\$106,474	\$138,416	\$170,358
9	\$119,250	\$155,025	\$190,801

Note: Arrived at by adding 2.5% to the July 1, 2025, schedule.

**Effective July 1, 2027**

Level	Minimum	Midpoint	Maximum
1	\$49,367	\$64,178	\$78,988
2	\$55,291	\$71,879	\$88,466
3	\$61,926	\$80,504	\$99,082
4	\$69,358	\$90,165	\$110,972
5	\$77,680	\$100,985	\$124,289
6	\$87,002	\$113,103	\$139,203
7	\$97,442	\$126,675	\$155,908
8	\$109,135	\$141,876	\$174,617
9	\$122,232	\$158,901	\$195,571

Note: Arrived at by adding 2.5% to the July 1, 2026, schedule.

**32.4 Longevity**

Employees in the bargaining unit shall be eligible for longevity increments pursuant to the 2011 SEBAC agreement, which provides:

- a. No employee 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 that would count toward longevity under the current rules shall be entitled to longevity if they obtain the requisite service in the future.
- b. Employees Hired Before July 2, 2011: No service shall count toward longevity for the two (2) year period beginning July 1, 2011, through June 30, 2013. Effective July 1, 2013, any service accrued during that period shall be added to their service for the purpose of determining their eligibility and level of longevity entitlement if it would have counted when performed.

### **32.5 Prorating of Salary and Benefits for Nine- and Ten-Month Employees**

- a. All 9-or 10-month UCPEA employees shall be paid over 12 months, whether in permanent or end-dated assignments. Benefits shall be prorated in accordance with the contract.
- b. There is no option for any 9 or 10-month employee to be paid in any other time frame than the 12-month period.

#### *Article 33.*

### **RETIREMENT, MEDICAL BENEFITS AND DISABILITY INSURANCE**

**33.1** All retirement benefits now in effect shall remain in effect until and unless they are superseded by arrangements between the State of Connecticut and the State Employee Bargaining Agent Coalition.

**33.2** The health insurance program, in effect as of the signing of this agreement, shall remain in effect. 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 as described in C.G.S. 5-257. Additional benefits negotiated by the State of Connecticut and the Health Care Cost Containment Committee shall be extended to members.

**33.3** In addition to the disability insurance available to all employees, the University shall provide, at no cost to the employee, a long-term disability policy for those employees who participate in the Alternative Retirement Program. The plan shall be equivalent to that offered other University employees in 1996 and thereafter, but in no case less than the benefits offered in 1996.

#### *Article 34.*

### **TUITION REIMBURSEMENT AND PROFESSIONAL DEVELOPMENT**

#### **34.1**

- a. Effective July 1, 2026, the amount available per contract year for professional development and training shall be \$450,000. Funds remaining in the professional development pool at the end of each contract year will be rolled over to the next contract year. There shall be no rollover at the end of the contract period.
  1. Ten (10) percent of the professional development pool may be utilized for University sponsored programs open to and accessible by all UCPEA members. The University's designee shall consult and review with UCPEA's Vice President for Professional Issues concerning University sponsored programs.
  2. The employee shall submit a written request for funding of reimbursement to attend or participate in professional development and training in accordance with the guidelines established by the UCPEA Professional Issues Committee and approved by the University administration.

- b. Under guidelines established jointly by the Administration and the UCPEA, reimbursements for tuition and fees will be made to the individual after successful completion of their coursework.

Either party may request a review of the guidelines at any time, but not more than once in any fiscal year. The parties will meet collaboratively to consider revisions, and any agreed changes will take effect at the start of the next fiscal year unless otherwise mutually agreed. The first review shall begin in July 2026.

Effective July 1, 2026, and in each subsequent year of the agreement, \$50,000 shall be available per contract year for reimbursement of tuition and fees for courses taken by employees.

Employees taking courses at the University of Connecticut may defer payment of 50% of their tuition or fee rate until one month after completion of the course.

**34.2** No more than one-half of the professional development fund may be allotted during the first six (6) months of each contract year.

**34.3** When management requires the employee to obtain work related training, it shall be paid for by the University.

**34.4** Employees who wish to take credit courses shall be allowed to request temporary flexible schedules to take such courses. The University shall attempt to accommodate requests within its operating needs. Denials shall be given to employees within five (5) workdays of the request and shall not be arbitrary or capricious or without a good business reason. There shall be a form for employees who wish to take credit courses with a temporary flexible schedule.

*Article 35.*

**TUITION WAIVERS**

**35.1 Employee**

The University shall provide a waiver of tuition and a partial waiver of credit fees equivalent to tuition for all undergraduate and graduate courses on a space available basis. The availability of space shall be determined on the first day of class for tuition-based classes. For classes paid for on a credit fee basis, space availability shall be determined on the second day of classes. Intersession, summer, and laboratory classes are specifically excluded. To qualify for a graduate waiver the UCPEA member must either be a matriculated student or the class must be work related. UCPEA employees shall be reimbursed the Recreation Center Fee. The portion of the Transit Fee associated with the U-Pass CT program will be waived for UCPEA employees. There shall be no waiver of the General University Fee or any other fees except as noted above.

## **35.2 Dependent Children**

In addition to the waiver of tuition permitted under C.G.S. Chapter-185b , Section-10a-105 10-119 (b, c, and d), the Board of Trustees shall have full authority to waive tuition for dependent children of bargaining unit members matriculating in an undergraduate degree program at the University of Connecticut. Dependent child means the employee's biological child; the employee's stepchild, who is the biological or adopted child of the employee's spouse; or the employee's legally adopted child.

In the event there is a temporary discontinuation of the waiver, which is later resolved, the University shall reimburse any tuition paid by the family member or paid by the employee on the family member's behalf retroactive to when the waiver should have been initiated or remained active.

In the event of a bargaining unit member's death, while their dependent 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 of a bargaining unit member's medical separation, while their dependent child is enrolled, the waiver shall continue through the end of the semester.

In the event the bargaining unit member is separated from employment with the University, for any other reason, the waiver shall be prorated as of the date of separation unless the University determines special circumstances warrant otherwise.

### *Article 36.*

## **CHILD CARE**

**36.1** The following amounts shall be available each year for partial reimbursement to employees for childcare expenses at licensed childcare facilities.

- a. July 1, 2025: \$100,000
- b. July 1, 2026: \$175,000
- c. July 1, 2027: \$225,000
- d. July 1, 2028: \$250,000

**36.2** Reimbursement shall be made in accordance with procedures, policies, and requirements, as established by the UCPEA, which conform to state regulations.

### *Article 37.*

## **TRAVEL**

**37.1** Within the funds available, 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 Provost, Vice President, or their designees.

**37.2** Mileage reimbursement schedules shall be adjusted annually in accordance with federal guidelines.

*Article 38.*

**HEALTH AND SAFETY**

**38.1 Committee on Safety**

The Environmental Health and Safety Committee shall continue to review and, if necessary, make recommendations on environmental and health issues. The UCPEA shall continue to have a representative on this committee.

**38.2** Whenever possible, employees will be notified in advance that the building they are working in will be undergoing repairs, major renovations, or that a parking lot is permanently closing.

**38.3** The University's Environmental Health and Safety policy, effective on July 1, 1994, is hereby incorporated into the contract. Updated policies are incorporated as replacements for the 1994 document.

**38.4** The University shall provide personal, protective equipment to employees as required by OSHA regulations.

**38.5** The living spaces for all employees required to live on campus as a condition of their employment shall, at a minimum, comply with all applicable state and local housing laws and regulations. The University will ensure the space is ready for occupancy at move-in and will direct any subsequently reported concerns to the appropriate personnel for timely response.

*Article 39.*

**CONSULTING POLICY**

**39.1 Unrelated outside employment**

Bargaining unit members will not be required to notify management of their intention to work outside of work hours if the employment is unrelated to their professional responsibilities at the University, since this type of employment is not considered consulting.

**39.2 Notice of intent to accept related employment**

When bargaining unit members intend to accept work outside the University, which is related to their professional employment at the University, they will notify their supervisor of their intent. Written notice to their supervisor shall include a statement that the work will occur outside of all work hours and obligations to the University. Employees shall not be allowed to take on work outside of their primary employment, which interferes with their responsibilities at the University. Within 30 days of receipt of a notice from an employee, the University may issue a directive to the employee not to accept outside employment if management believes it interferes with their responsibilities at the University. A University directive to an employee not to accept

outside employment shall be grievable under the non-contractual grievance process. If the University fails to meet the timelines contained within the non-contractual grievance process, the issue may be appealed directly to arbitration by the UCPEA. This notice replaces the obligation to request permission to accept outside employment.

### **39.3 State Ethics Code**

Employees are subject to the state ethics code and should take note of those requirements.

#### *Article 40.*

### **UNION LEAVE**

#### **40.1 Release Time for Union Business**

The University shall grant release time up to a total of one hundred (100) days per contract year to individuals elected or appointed to serve as Union representatives, including those elected or appointed to serve on the UCPEA Executive Board. Unused days shall not accrue from one year of the contract to the next.

- a. The Union shall provide the Chief Human Resources Officer, Labor Relations, and Payroll with the names of the individuals so elected or appointed.
- b. Release time shall be utilized in a manner that is least disruptive to the individual's professional responsibilities and University operations.
- c. Individuals shall submit a request for the use of union release time through the University's designated system (e.g., SharePoint) at least one week in advance of the need for release time except in extraordinary circumstances when notice shall be as soon as possible or as soon as possible after the fact. The University reserves the right to require employees to record union release time on their timesheets.

#### **40.2 Attendance at Conventions**

During a contract year, up to three (3) UCPEA delegates shall be permitted three (3) days each to attend state and/or national conventions of the AFT and the AFL-CIO. Such requests shall be presented by the Union. Before being granted, requests for such leave must be approved by the first supervisory level outside the bargaining unit, as well as by the appropriate University official designated for this purpose. If granted, paid leave shall be provided.

#### **40.3 Internal Training for Union Representatives**

The University shall allow for up to one day annually for training sessions during which all Union Representatives will be permitted to attend without the use of specific days enumerated in Section 40.1. In the first fiscal year following legislative approval of a successor bargaining agreement, the University shall allow for up to two (2) days. The UCPEA may schedule half-day sessions, or a combination of full-day and half-day sessions, not to exceed the limit per fiscal year. Such day(s) of training will be scheduled not later than 30 days in advance, and the UCPEA shall notify Labor Relations.

*Article 41.*

**REPRESENTATION RIGHTS AND RESPONSIBILITIES**

**41.1 Protection from Discrimination**

- a. No union officer, committee member or representative shall be discriminated against for membership in the Union or for performing Union business.
- b. The Union shall not discriminate against any employee.

**41.2 Union List of Officers and Representatives**

The Union shall furnish to the Chief Human Resources Officer and Labor Relations a written list of all officers and area representatives, and any changes thereto.

**41.3 Conducting Union Business on University Premises**

- a. Union representatives may visit Union officers during the workday with the permission of the appropriate department heads. It is understood that any time lost from the workday shall be made up at a time mutually agreeable to the parties.
- b. No recruiting of membership or collecting of dues shall be conducted during the normal work hours.
- c. Any Union officer or representative who wishes to visit with an employee at the employee's place of employment shall secure the permission from the appropriate first supervisor level outside the unit or the department head as designated by such supervisory level. When practicable, such visits shall take place during lunchtime or when the employee is otherwise free from duty assignments.
- d. If the Administration sets a grievance hearing during normal work hours, employees who are required to attend such a hearing shall be released and not be required to make up any time.

**41.4 Bulletin Boards**

Department heads shall provide designated bulletin board space throughout the campus for the exclusive use of the Union.

**41.5 Access to Information**

- a. The Union shall have access to information relative to budget and staffing as they pertain to the bargaining unit. It shall also be provided with the names, addresses, and salaries of all bargaining unit employees.
- b. The Union may request from the Administration an electronic copy of the agenda and minutes of all open meetings of the Board of Trustees if they are otherwise unavailable online.

- c. The parties agree that by September 1 of each year of the contract the University shall place in the reserve room in the Library a listing of salaries of all University employees.

#### **41.6 Mailroom**

The UCPEA may use the University mail service under the current policy of registered organizations. Specifically, this means that the Union shall pay the regular rate, understands that its materials may not interfere with other official University obligations, and that such materials shall be accompanied by a statement that they are not official publications of the University and are published at Union expense.

#### **41.7 Service Contribution**

Participation in those UCPEA activities that directly relate to the well-being of the University by eight (8) designated officers of the UCPEA may be considered a University service contribution.

#### **41.8 Union Access**

Unless there is a statutory or technical limitation, the UCPEA shall be given access to UCPEA membership data through an electronic bi-weekly payroll report. In the case of a technical limitation, the University shall inform the Union that the normal biweekly report is unavailable and the parties will mutually agree on a solution.

The use of E-mail and voice communications for union business shall be allowed so long as it does not disrupt work responsibilities.

### *Article 42.*

#### **UCPEA SECURITY AND PAYROLL DEDUCTIONS**

**42.1** 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 UCPEA.

#### **42.2**

- a. The University shall deduct UCPEA dues bi-weekly from the gross paycheck of each person who authorizes membership deduction.
- b. The UCPEA shall provide the University a digital list of dues deduction changes, including any new dues deduction authorizations or revocations on a biweekly basis. The University shall implement all dues deduction changes as soon as possible but no later than 30 days after notification from the UCPEA.
- c. The University shall deduct contributions bi-weekly, in the amount specified from the gross paycheck of each person in the unit who authorizes it, payments to fund-raising drives sponsored by the University of Connecticut Foundation.

- d. The University shall deduct contributions bi-weekly, in the amount specified from the gross paycheck of each person in the unit who authorizes it, payments to the Union's COPE (Committee on Political Education) fund.

**42.3** The University shall provide the UCPEA a time, no less than one hour, to present at New Employee Orientation. If the University needs to change the time or location of the UCPEA's presentation, it shall provide the UCPEA with as much notice as practicable.

**42.4** The amount of dues or agency service fee deducted under this article shall be remitted to the Treasurer of the UCPEA as soon as practicable after the pay period of the employees for whom such deduction is made.

**42.5** 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 be made from subsequent payrolls to cover the period in question. The UCPEA shall be notified when such a situation exists.

**42.6** The University shall continue its practice of payroll deductions as authorized by employees for purposes other than payment of Union dues, provided any such payroll deduction has been approved by the State in advance.

**42.7** With the exception of Section 42.2 (a), the UCPEA shall hold the University harmless from any liability or damages incurred by the Board of Trustees or its agents in complying with this Article and will reimburse the University for legal expenses incurred in legal defense of any provision of this Article or any action taken by the University in complying with it.

*Article 43.*

**SAVINGS CLAUSE**

**43.1** 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 UCPEA.

**43.2** 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 44.*

**TEMPORARY AND END-DATE EMPLOYEES**

**44.1** The use of end-dated appointments shall be limited to the following circumstances:

- a. Employees in positions funded by grants, contracts, and other non-recurring sources, including, but not limited to, restricted state appropriations and gifts.
- b. Employees hired to cover for a temporary leave of absence.
- c. Employees hired for clearly defined and time-limited special projects.

When an employee is hired into an end-date position, human resources will send written notification to the UCPEA identifying one of the circumstances above.

End-dated appointments not funded by a grant, contract, or other non-recurring source shall be limited to a maximum of three (3) years unless the UCPEA agrees in writing to an extension.

All employees hired on end-date employment authorizations who have been on the end-date appointment for a period of more than three (3) years, shall be given a minimum of three (3) months' notice of non-renewal. Individuals with five (5) annual appointments shall be eligible for multiple-year appointments.

In the event that non-renewal is necessary for a portion of the employees hired into end-date appointments in a school, division, department, subdivision of a department, program, grant, or contract, seniority shall be the primary determining criterion for selecting which employees shall receive notice of non-renewal. Exceptions may be made to seniority based upon the skills, experience, and merit of the employees in relation to the needs of the University, including maintenance of the purpose of the funding grant or contract.

For the purposes of this article, seniority shall be calculated as years of service based on University employment, with part-time employees receiving a prorated share of seniority.

All end-date employees who have been on end-date appointment for a period of more than four (4) years and are non-renewed shall be offered employment in a position that is the same or similar to the eliminated position in the same job path, if the employee meets the minimum qualifications of the job specification, if such a position becomes available during the eighteen (18) months from the date of notice of non-renewal. These employees shall receive notice of all UCPEA vacancies and shall be granted an interview for all posted positions for which they meet the minimum qualifications, apply, and notify Human Resources of their application, within eighteen (18) months of the date of notice of nonrenewal. Employees offered reemployment by the University must accept such an offer within 15 days.

**44.2** While end-date employees do not have permanent status, they are entitled to just cause protection for discipline after one year of employment.

**44.3** End-date employees hired between January 1 and April 30 shall not receive an annual evaluation in May of the initial year of hire.

**44.4** The employee shall normally sign the evaluation within seven (7) calendar days from receipt for the sole purpose of indicating that they have read it. Failure to sign may be considered cause for disciplinary action.

#### *Article 45.*

### **PAY EQUITY**

**45.1** If coalition bargaining regarding pay equity takes place for state employees, the University agrees to participate in the coalition for the exclusive purpose of determining the pay line, implementation of pay line, and/or the distribution of funds. The University shall not participate in any bargaining as part of a coalition that concerns its classification system.

**45.2** The UCPEA agrees that implementation of any coalition bargaining is contingent on the University receiving new monies from the State of Connecticut specifically for that purpose.

*Article 46.*

**WIRELESS COMMUNICATION DEVICE STIPENDS**

**46.1** At the discretion of the University, a professional employee who is required to utilize a wireless communication device to perform their official duties shall receive compensation in the form of a stipend to cover business-related use of the personally owned mobile device. Use of the device, including the eligibility for and the amount of the stipend, shall be determined in accordance with University policy as it may be amended from time to time.

*Article 47.*

**PHASED RETIREMENT PROGRAM**

**47.1 Phased Retirement Program**

With the approval of the Provost, appropriate Vice President, or designee, a Department may offer eligible professional staff an opportunity for a pre-retirement reduction of full-time service, while gradually phasing into retirement over a defined period, not to exceed three (3) years. A professional staff member's eligibility to participate in the program is within the discretion of the Department. A Phased Retirement Program may also be offered on a University-wide basis.

**47.2 Eligibility**

Professional staff that are eligible and elect to participate must provide an irrevocable retirement date of no more than 3 years in the future. The date selected is subject to written approval by the Department Head.

**47.3 Reduction in Workload**

During the notice period, the employee will receive a reduction in schedule and workload of not more than 50% and proportionate reduction in salary under the Voluntary Schedule Reduction Program (VSRP). The reduction in schedule may be in the form of working fewer hours per day, working fewer days per week or block leaves in which the employee takes more than five (5) consecutive days off at a time. The way in which the reduction of hours is taken will be developed in conjunction with the Department Head and at the Department Head's discretion.

**47.4 Notice Period Benefits**

During the notice period, as provided in Connecticut General Statute § 5-248c and the associated Regulations, the employee will continue to receive subsidized health and life insurance; receive full credit toward seniority, longevity (if applicable) and retirement; have their salary calculations used in the SERS pension formula adjusted to treat unpaid time as paid; accrue vacation (if applicable), and receive full holiday pay.

#### **47.5 Requirements for Employees**

The Application for Phased Retirement and VSRP form must be submitted to the Department Head. If approved, this will initiate the development of a written agreement that sets forth mutually agreeable terms and conditions.

#### **47.6 Reservation of Rights**

The Department Head reserves the right to deny an employee's request for participation in the Phased Retirement Program, but such denial must be with the agreement of the Vice Provost, Executive Vice President, or designee.

#### **47.7 Reduction to Written Agreement**

A written agreement setting forth mutually agreeable terms and conditions of an individual's phased retirement arrangement will be signed by the participant and the Department Head, and must be authorized by the relevant Vice Provost, Executive Vice President, or designee. It will provide the essential terms and conditions of the reduced appointment including salary, anticipated hours and/or days or work, and an irrevocable retirement date.

*Article 48.*

#### **ZIPPER CLAUSE**

**48.1** This agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term. Therefore, unless the parties mutually agree to reopen negotiations, the UCPEA waives the right to bargain collectively with respect to any subject not covered in this agreement, even though such subjects may not have been contemplated by the parties at the time they negotiated or signed this agreement.

*Article 49.*

#### **DURATION**

**49.1** This agreement shall be in full force and effect from July 1, 2025 through June 30, 2029.

## **MEMORANDA OF AGREEMENT**

All prior memoranda of agreement not incorporated into this agreement are null and void.

### **Memorandum of Agreement #1 Merit Pool**

The parties agree that money withheld as the result of unsatisfactory performance shall be added to the merit pool.

### **Memorandum of Agreement #2 Weekend and Evening Hours for the Library**

To meet the requirements and responsibilities of their work, many staff in the Research and Information Services Department of the University Library, who are regularly assigned to work on evening and weekends, find it impossible to take compensatory time and repeatedly work extraordinary hours during the fall and spring semesters.

In order to respond to this, UCPEA and the University agree that permanent RISD staff, who meet the above criteria, shall be eligible to accrue up to 4 days compensatory time each year. Use of such compensatory time shall be arranged as a mutually agreeable time, when service demands are slower, within two years of the staff member having worked the extraordinary hours.

### **Memorandum of Agreement #3 Big Brothers/Big Sisters**

The State of Connecticut (hereinafter referred to as the "State") and the University of Connecticut Professional Employees Association (hereinafter referred to as "UCPEA") have herein agreed that UCPEA members employed by the University of Connecticut may participate in Big Brothers or Big Sisters programs as provided by P.A. Nos. 99-1 and 00-112. There shall be no expansion of benefits for such participating employees beyond those specifically provided within the Act. The general guidelines applied for participants shall be:

1. The participating employee must have a minimum of one year of state service.
2. The employee must be a full-time employee with permanent status.
3. Following each year of active participation in the Big Brother or Big Sister program the employee will be granted one week of additional annual vacation.
4. For purposes of the program the first annual period (year) for program participation runs from September 1, 1998. Effective January 1, 1999, the year period shall be measured annually from the first full month of participation by the employee in the program. In no event shall an individual receive more than one week of vacation for any full year of participation in the program.

5. Failure to complete a full year of program participation will constitute basis for denial of the grant of the additional vacation. Failure to satisfy expected time commitments associated with the program will also constitute denial of the grant of the additional vacation.
6. Big Brothers or Big Sisters will be totally responsible for the program and shall provide the State employer with certification of participants.
7. The grant of the additional vacation will be by OPM and shall not be subject to any appeal. The regulations regarding the utilization of vacation shall govern the utilization of the additional time earned under this program.
8. No activities performed by state employees with Big Brothers or Big Sisters shall be on state time and such activities shall be outside the scope of their employment.

**SIGN OFF**

For:  
The University of Connecticut Professional  
Employees Association

---

Peter Morenus, President

**UCPEA Negotiating Team**

Emily Demicco, Co-Chief Negotiator  
Elizabeth Sullivan, Co-Chief Negotiator  
Nishelli Ahmed  
Kathy Fischer  
Micah Heumann  
Lindsay Jenkelunas  
Steph Kexel  
JP Lappen  
Shawn Lappen  
Lisa Pane  
James Walker  
Rhonda Ward

For:  
The Board of Trustees,  
The University of Connecticut

---

Radenka Maric, President

**UConn Negotiating Team**

Kelly Bannister, Co-Chief Negotiator  
Josh Nadreau, Co-Chief Negotiator  
Renee Boggis  
Kate Clark  
Brooke Grant  
Rebecca Myshrall  
Mark Overmyer-Velazquez  
Daniel Schwartz

## INDEX

<b>Title</b>	<b>Article</b>
Access to Information.....	41.5, 41.8
Accumulated Sick Leave.....	11.2
Arbitration.....	23.5, 23.6
Benefits.....	33
Board Prerogatives.....	3
Career Ladders.....	25
Career Progression.....	31.2
Changes in Work Schedules within the University’s Regular Administrative Hours.....	16.3
Child Care.....	36
Childbirth and Parental Benefits.....	12
Civic Emergencies.....	10.2
Classification System.....	31.1
Committee on Safety.....	38.1
Compensatory Time.....	18
Consulting.....	39
Disciplinary Action.....	22
Dismissal.....	22
Duration of Contract.....	49
Educational Leave Application Procedure.....	13.2
Educational Leave.....	13
Employee Files.....	19
Essential/Emergency Staff Compensatory Time.....	18.6
Evaluation.....	21
Fitness for Duty Evaluations.....	11.5
Flexible Work Schedules.....	16
Grievance Procedure.....	23
Health & Safety.....	38
Holidays.....	8
Job Classification.....	31
Jury Duty.....	10.1

Leaves, without Pay .....	15
Longevity .....	32.4
Management Exclusions .....	1.2
Meet & Discuss .....	29
Mergers & Acquisitions .....	28
Non-contractual Grievance, Procedure .....	23.3
Nondiscrimination.....	5
Notice of Intent to Leave.....	7
Notification of Negative Materials in File .....	19.5
No Work Stoppage.....	24
Off Site Work.....	16.4
On Call.....	18.4
Parking .....	30
Part-time Salary/Benefits .....	32.1
Pay Equity .....	45
Payroll Deductions .....	42
Performance-Based Compensation .....	32.2
Personal Leave .....	9
Phased Retirement Program .....	47
Probationary Employees .....	20
Professional Development Funds .....	34
Professional Freedom.....	4
Prorating of Salary and Benefits for Nine- and Ten-Month Employees.....	32.5
Reclassification... ..	31.3, 31.4
Recognition .....	1
Reduction of Staff .....	27
Regional Campuses, Parking .....	30.5
Representation Rights .....	41
Retirement.....	33, 47
Role of Professional Staff .....	2
Salary Increases.....	32.1
Salary Schedules .....	32.3

Savings Clause .....	43
Seniority .....	27.1
Sick Leave.....	11
Sick Leave Bank .....	11.3
Status While on Paid Leave .....	14
Status While on Unpaid Leave .....	15.4
Student Health and Wellness .....	17
Telecommuting .....	16.5
Temporary and End-Date Employees .....	44
Temporary Positions .....	31.5
Travel .....	37
Tuition Reimbursement.....	34
Tuition Waivers .....	35
Union Access .....	41.8
Union Leave with Pay.....	40
Union Leave without Pay.....	15.1
Vacancies, Job Posting .....	26
Vacation .....	6
Voluntary Leave Program.....	15.5
Wireless Communication Device Stipends.....	46
Workers' Compensation .....	11.4
Work Schedules .....	16
Zipper Clause.....	48

## **ATTACHMENT 3**

## MEMORANDUM

Date: April 2, 2026

To: Members of the Board of Trustees

From: Radenka Maric, President

RE: Recommendation for Approval of Collective Bargaining Agreement with the Graduate Employee Union Local 6950 – International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (GEU-UAW)

---

### **I. RECOMMENDATION**

That the Board of Trustees approve the attached tentative Collective Bargaining Agreement (“Tentative Agreement”) between the University of Connecticut (“UConn” or “University”) and the Graduate Employee Union Local 6950 – International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (“GEU-UAW” or “Union”) by adopting the resolution at the end of this Memorandum.

### **II. BACKGROUND**

The GEU-UAW represents approximately 2,400 GAs at the University (excluding UConn Health).

The current collective bargaining agreement (“CBA”) with the GEU-UAW went into effect on July 1, 2022. In anticipation of the current four-year CBA with the GEU-UAW expiring on June 30, 2026, in the fall of 2025, the University began direct contract negotiations with the Union.

On March 30, 2026, the negotiations concluded with a Tentative Agreement for a successor contract between the University and the GEU-UAW. The tentative agreement was put to the members of the GEU-UAW for a ratification vote, with the results expected on or about April 5, 2026.

The four-year Tentative Agreement contains new provisions and language that address several concerns of the University and the Union. The agreed upon changes focused on a contract with special emphasis on fair compensation, benefits and resources to recruit highly qualified graduate students with diverse backgrounds while continuing to limit the terms of the CBA to a GAs’ employee relationship with the University. The tentative agreement expands current health and safety provisions in the workplace and processes to assist GAs whose immigration issues impact the ability to work; and added new provisions that include recognizing academic freedom and Union participation related to the impact of Artificial Intelligence.

If this Board approves the Tentative Agreement, it will be submitted to the General Assembly for approval. If approved, the Agreement will take effect on July 1, 2026, and run through June 30, 2030.

### **III. SUMMARY OF KEY CONTRACT TERMS**

Attorney Joshua Nadreau, with the firm Fisher Phillips, served as Chief Spokesperson. Director of Labor Relations Kelly Bannister and her office prepared the attached Executive Summary of key contract terms with explanatory information. (Please see Attachment 1)

### **IV. RESOLUTION**

Resolved by the Board of Trustees that the Tentative Agreement for a CBA between the University of Connecticut and the Graduate Employee Union Local 6950 – International Union, United Automobile, Aerospace and Agricultural Implement Workers of American (GEU-UAW) is hereby approved; and

That the President of the University is authorized to execute such Agreement on behalf of the University; and

That the President is authorized to do all things necessary to implement the Agreement.

**DATE:** April 2, 2026

**TO:** Radenka Maric, President

**FROM:** Kelly Bannister, Director of Labor Relations

**CC:** Renee Boggis, Interim Vice President for Human Resources

**RE:** Recommendation for Approval of Collective Bargaining Agreement with the Graduate Employee Union Local 6950 – International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (GEU-UAW)

---

### **GEU-UAW BARGAINING SUMMARY**

The University of Connecticut began bargaining a successor collective bargaining agreement (“CBA”) with the Graduate Employee Union Local 6950 – International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (“GEU-UAW” or the “Union”) in the Fall of 2025 in anticipation the current collective bargaining agreement’s expiration date of June 30, 2026. On March 30, 2026, the parties came to a tentative agreement at the bargaining table on a new contract between the University and the GEU-UAW. The tentative agreement was put to the members of the GEU-UAW for a ratification vote, with the results expected on or about April 5, 2026.

The following is a summary of changes to the economic and non-economic articles of the CBA.

#### **OVERVIEW**

The current collective bargaining agreement (“CBA”) with the GEU-UAW went into effect on July 1, 2022. The GEU-UAW represents approximately 2,400 Graduate Assistants (“GAs”) at the University (excluding UConn Health). The Agreement covers GAs who are Research Assistants and Teaching Assistants. Appointments to a Graduate Assistantship are temporary in nature and are typically between one semester and one academic year. This CBA represents the fourth Agreement reached between the Parties.

The four-year Tentative Agreement contains new provisions and language that address several concerns of the University and the Union. The agreed upon changes focused on a contract with special emphasis on fair compensation, benefits and resources to recruit highly qualified graduate students with diverse backgrounds while continuing to limit the terms of the CBA to a GAs’ employment relationship with the University. The tentative agreement expanded current health and safety provisions in the workplace and processes to assist GAs whose immigration issues impact the ability to work; and added new provisions that include recognizing academic freedom and Union participation related to the impact of Artificial Intelligence.

## **ECONOMIC PROVISIONS**

### Article 15 – Leaves of Absence:

Expands benefits for birth parents by providing 21 calendar days of paid bonding leave in addition to current paid medical maternity leave and provides that any remainder of paid maternity leave at the end of an appointment can be applied during successor appointments.

Adds grandparents, siblings, aunts/uncles, and children of a GA's spouse or registered domestic partner to the list of family members applicable to caregiver leave.

### Article 18 - Parking

Expands GA parking benefits by providing GAs the employee rate, not the student rate, for garage permits.

Makes adjustments to GA access to and the number of GA-designated spaces in certain lots and establishes a process for the Union to raise concerns when an Area 2 or commuter lot is reduced by more than 45%.

Permits GA Area 2 permit holders with accessible parking permits to park in accessible parking spaces, regardless of the designated lot.

### Article 20 – Tuition and Fee Waivers:

Excludes any GA waiver of credit-fees for fee-based programs.

Increases the General University Fee credit for three out of the four contract years, while maintaining the remainder of existing waivers/relief payments.

Establishes for the Union to be given notice and the opportunity to bargain over the impact when in-state tuition and mandatory graduate student fees are increased by greater than 4.75% in any academic year.

### Article 21 – Stipend, Wages and Payroll: Across the board increases as follows:

FY2027: 4.5%

FY2028: 4.5%

FY2029: 4.25%

FY2030: 3.85%

### Article 22 – Health Insurance:

Increases GA individual coverage premium over the course of the contract from \$280/yr in FY2026 to \$436.04 in FY2030.

Increases GA + 1 coverage premium over the course of the contract from \$1,440/yr in FY2026 to \$1,959.11/yr in FY2030.

Increases and GA + Family coverage premium over the course of the contract from \$1,822/yr in FY2026 to \$2,478.81/yr in FY2030.

Article 23 – Child Care Fund:

Increases the fund from \$225,000 annually to \$245,000 in FY2027, and to \$245,000 in FY 2029.

Article 27 – Union Rights:

Establishes 20 hours per week of Union Time Release position/s during the summer session.

Article 34 – Summer/Intersession GA Employment:

Increases summer/intersession stipends in accordance with the percentage increases in Article 21.

**NON-ECONOMIC PROVISIONS**

Throughout the tentative agreement, changes have been made to update outdated references to offices, committees, and policies as well as other minor clarifications and updates to provide consistency throughout. Moreover, dates of contractual provisions have been updated.

Article 5 – Appointment and Reappointment Notification and Appendix A – Supplemental Description of Duties:

Provides that offer letters need not specify the appointment type (Teaching Assistant, Research Assistantship, or combination of both) if it is not known at the time offer letters must be issued, providing flexibility to hiring departments while providing assurances to GAs of a reappointment. Also adds information about mandatory GA fees to appointment letters.

Set forth the University’s commitment to prioritize funding for existing GAs over incoming GAs.

Requires written notification to a GA when there is no record of reappointment as of the deadline to issue appointment letters to continuing GAs.

Requires that the Supplemental Description of Duties (“SDD”) form be provided at least 30 days prior to the start of the semester with as much information as reasonably known and all information be provided no later than one week prior to the beginning of the semester, while continuing to allow for revisions.

Requires the SDD to describe work with reasonable particularity and adds information related to required in-person presence when classes are cancelled or delayed, class modality, and use of educational technology (e.g., Husky-CT).

Article 10 – Workload:

Establishes a deadline to make a workload review request (no later than six weeks after the GA knows or should have known that their workload exceeds their assigned work hours) and an appeal process under Article 25 (Grievance and Arbitration).

Clarifies that work assignments include required GA training.

Article 12 – Travel:

Specifies that GAs may request a travel card and/or travel advances for travel expenses; and establishes that they will be reimbursed for expenses not covered by the travel card and/or travel advances within 30 days after the receipt of a complete expense report by Accounts Payable, except in extenuating circumstances.

Article 16 – Holidays:

Updates the inclusion of Juneteenth as a listed holiday.

Adds to current contract language that when requesting to observe a cultural or religious holiday, as much advanced notice as possible be provided; GAs meet with their supervisor to discuss how to make up missed work; and such request not be unreasonably denied.

Article 17 – Health & Safety:

Requires that if GAs encounters a hazardous workplace condition, they must report it to their supervisor and may refuse to work in such condition consistent with the University’s Health and Safety Policy, while otherwise performing their GA duties.

Establishes that the University provide adequate and necessary first aid equipment, information, and training in the workplace that involves the use or exposure to hazardous equipment or environments.

Establishes that if classes are cancelled due to inclement weather or other emergency situations, GAs shall not be required to report to the impacted campus unless otherwise specified on their Supplemental Description of Duties.

Article 24 – Discipline and Dismissal:

Adds a letter of reprimand as a potential disciplinary action, as is practice.

Permits the Union to request a copy of any relevant investigatory report where a dismissal or unpaid suspension is being considered.

Article 25 – Grievance and Arbitration:

Amends or establishes several deadlines in the grievance and arbitration process.

Eliminates current language where the Union pays the filing fees, which will now be split equally.

Article 27 – Union Rights:

Expands the list of information that the University must provide the Union to include the home mailing address and academic department of GAs.

Allows for the Union to continue arranging for the use of conference rooms and meeting spaces consistent with applicable University practices and procedures.

Article 35 – International GA Rights:

States a University commitment to not provide personally identifiable information (as defined by FERPA) about a GA without their consent, unless permitted by law, legal process, or regulations; and to provide guidance regarding a point of contact if law enforcement, federal agents, or immigration officials seek to enter a non-public space on campus.

Establishes that (1) the University shall, to the extent permitted by law, notify a GA who is the subject of a request for student records information related to their immigration status from U.S. Department of Homeland Security or affiliated agencies (“DHS”); (2) if the University becomes aware of a civil immigration investigation of a GA by DHS, the University shall send the GA Union contact information; and (3) allows international GAs to apply to The Graduate School’s Emergency Fellowship outside of the normal application windows for emergency immigration issues.

Provides rights and protections for GAs whose immigration status prevents them from working, including a meeting with the Union and the GA to discuss funding/employment options; permits the University in its sole discretion to allow remote work if legally permissible and operationally feasible; and allows University to grant up to 60 calendar days of unpaid, job protected leave. Review of provisions related to meeting with the Union and the GA and granting a leave of absence due to immigration issues only to determine whether the University’s decision was arbitrary or capricious.

New Article – Academic Freedom:

Recognizes the importance of academic freedom and affirms its principles and protections as described in the University’s By-Laws. Establishes that GAs have academic freedom on matters related to their appointment, in coordination and consultation with their supervisor, and they have the right to express themselves as members of society. Provides that the Article is a statement of intent and policy and is not subject to the grievance and arbitration process but adds that discipline will not be used to restrain a GA’s exercise of academic freedom and that it may be used as a defense in a disciplinary matter.

New Article – Artificial Intelligence Governance and Policy Participation:

Requires that one Union member be designated to serve on the artificial intelligence council, when formed, no later than July 1, 2026.

Duration:

Provides for a four-year contract from July 1, 2026 through June 30, 2030.

**COLLECTIVE BARGAINING AGREEMENT**

Between

The University of Connecticut  
Board of Trustees

And

Graduate Employee Union Local 6950– International Union, United  
Automobile, Aerospace and Agricultural Implement Workers of  
America (GEU-UAW)

**JULY 1, 2026 – JUNE 30, 2030**

## TABLE OF CONTENTS

ARTICLE 1. Recognition.....	1
ARTICLE 2. Union Security.....	1
ARTICLE 3. University Prerogatives and Academic Rights.....	2
ARTICLE 4. Non-Discrimination, Bullying & Harassment.....	3
ARTICLE 5. Appointment & Reappointment Notification.....	6
ARTICLE 6. Appointment Security.....	9
ARTICLE 7. Employment Files.....	9
ARTICLE 8. Job Posting.....	10
ARTICLE 9. Workspace & Materials.....	11
ARTICLE 10. Workload.....	11
ARTICLE 11. Intellectual Property.....	13
ARTICLE 12. Travel.....	14
ARTICLE 13. Training.....	14
ARTICLE 14. Employee Assistance Program.....	14
ARTICLE 15. Leaves of Absence.....	14
ARTICLE 16. Holidays.....	16
ARTICLE 17. Health & Safety.....	17
ARTICLE 18. Parking & Transit.....	17
ARTICLE 19. Housing.....	19
ARTICLE 20. Tuition and Fee Waivers.....	19
ARTICLE 21. Stipends, Wages and Payroll.....	20
ARTICLE 22. Health Insurance.....	22

ARTICLE 23. Child Care .....	23
ARTICLE 24. Discipline and Dismissal.....	23
ARTICLE 25. Grievance and Arbitration... ..	25
ARTICLE 26. Subcontracting.....	27
ARTICLE 27. Union Rights .....	27
ARTICLE 28. Union-Management Committee .....	28
ARTICLE 29. Continuation of Services.....	29
ARTICLE 30. Severability.....	29
ARTICLE 31. Duration.....	29
ARTICLE 32. Legislative Action.....	30
ARTICLE 33. Time Off.....	30
ARTICLE 34. Summer/Intersession GA Appointments .....	30
ARTICLE 35. International GA Rights .....	33
ARTICLE 36. Onboarding... ..	35
ARTICLE 37. Academic Freedom .....	35
ARTICLE 38. Artificial Intelligence Governance and Policy Participation .....	36
ARTICLE 39. Sign Off.....	37
APPENDIX A.....	38
Supplemental Description of Duties - Research Assistant .....	39
Supplemental Description of Duties - Teaching Assistant .....	40
APPENDIX B .....	41
Notification to Bargaining Unit Members in OICR Investigations .....	42

## **ARTICLE 1**

### **RECOGNITION**

As reflected in the Connecticut State Board of Labor Relations Case #30888, the University recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), and its Local Union, Graduate Employee Union-UAW Local 6950 (GEU-UAW Local 6950), as the exclusive bargaining representative for employees in the bargaining unit. The bargaining unit shall include all University of Connecticut Graduate Assistants (GAs), including Teaching Assistants (TAs), Research Assistants (RAs) and other Graduate Assistants who are not TAs or RAs. The bargaining unit shall also include graduate students whose functional relationship to the university is substantially identical to GAs even if another term is used by the University to describe their position.

GAs with appointments at the University of Connecticut Health Center (Schools of Medicine and Dental Medicine), graduate students performing internships required as an integral component of a graduate educational program (specifically, in the program known during the 2014-2015 academic year as the Provost's Professional Internship Program for Public Outreach, Service and Engagement), confidential employees and managerial employees shall be excluded from the bargaining unit.

## **ARTICLE 2**

### **UNION SECURITY**

Section 1. The University shall deduct membership dues and initiation fees from all GAs who choose to be members of GEU-UAW Local 6950. The Union will communicate the amount of such dues and initiation fees to the University.

Section 2. Within thirty (30) days of the effective date of the contract, the University shall begin deducting dues bi-weekly from the gross paycheck of each GA.

Section 3. The dues and fees deducted under this article shall be transmitted to the Union within ten (10) working days after each payday for which deductions are made.

Section 4. The University shall deduct amounts bi-weekly from the pay of all dues-paying GAs whose written authorizations have been provided to the University authorizing it to make specified contributions to the UAW Voluntary Community Action Program (VCAP).

Section 5. The Union will submit an electronic list of all changes to membership and VCAP authorization, including the amount and written authorization with respect to any change in the amount of an authorized VCAP deduction, prior to the deadline for the University to make such deductions, so that the University can make the appropriate deductions.

Section 6. The Union shall receive the same periodic reports with respect to the remittance of such dues deductions as provided by the Comptroller's office to other unions at the University.

Section 7. GEU-UAW shall hold the University harmless from any liability or damages incurred by the University or its agents in complying with this Article and shall reimburse the University for legal expenses incurred in legal defense of any provision of this article or any action taken by the University in complying with it.

### **ARTICLE 3**

#### **UNIVERSITY PREROGATIVES AND ACADEMIC RIGHTS**

Section 1. The parties acknowledge that GAs have attributes of employees, particularly with regard to economic issues such as stipends and benefits, but that GAs are also students with rights and obligations that are predominately academic.

Section 2. Management of the University is vested exclusively in the University. Except as otherwise provided in this Agreement, the Union agrees that the University has the right to establish, plan, direct and control the University's missions, programs, objectives, activities, resources, and priorities; to establish and administer procedures, rules and regulations, and direct and control University operations; to alter, extend or discontinue existing equipment, facilities, and location of operations; to determine or modify the number, qualifications, scheduling, responsibilities and assignment of GAs; to evaluate, to determine the content of evaluations, and to determine the processes and criteria by which GA performance is evaluated; to establish and require GAs to observe University rules and regulations; to discipline or dismiss GAs; to establish or modify the academic and work calendars, including holidays and holiday scheduling; to assign work locations; to schedule hours of work; to recruit, hire, appoint, reappoint or transfer GAs; to determine how and when and by whom instruction is delivered; to determine in its sole discretion all matters relating to faculty hiring and tenure and student admissions; to introduce new methods of instruction; to subcontract all or any portion of any operations except as restricted by Article 26 of this Agreement; to establish tuition, fees, and charges of general application, and changes in such matters, provided such tuition, fees, and charges of general application, and changes in such matters, provided such tuition, fees, or charges of general application shall be waived or remitted for GAs pursuant to Article 20; and to exercise sole authority on all decisions involving academic matters.

Section 3. Except as otherwise provided in this Agreement, the University also has the right to establish, maintain, modify and enforce standards of performance, conduct, order and safety by which GAs shall abide. The University shall also have the right to establish or revise disciplinary policies to address violations of these rules. The Union may grieve the reasonableness of such rules and policies.

Section 4. Decisions regarding who is taught, what is taught, how it is taught and who does the teaching involve academic judgment and shall be made at the sole discretion of the University. Other questions of academic judgment that shall remain in the University's discretion are:

decisions regarding a GA's academic progress and standing, including the determination of whether or not to continue or renew a GA on academic grounds; decisions regarding research methodology and materials; decisions about academic standards and whether to create, eliminate, combine, or modify academic, outreach, service and research programs; decisions regarding the selection and assignment of faculty and all positions, including GAs, that support teaching and research; and decisions regarding grants including application, selection, funding, administration, usage, accountability and termination.

Section 5. The above enumeration of management rights is not exhaustive and does not exclude other management rights not specified herein, nor shall the exercise or non-exercise of rights constitute a waiver of any such rights by the University.

Section 6. Except as provided in Section 3 above, no action taken by the University with respect to a management or academic right shall be subject to the grievance or arbitration procedure unless the exercise thereof violates an express written provision of this Agreement.

## **ARTICLE 4**

### **NON-DISCRIMINATION, BULLYING & HARASSMENT**

Section 1. Neither the University nor the Union shall discriminate against a GA because of membership or non-membership in any labor union or on the basis of race, color, ethnicity, religious creed, age, sex (including gender, pregnancy, childbirth, medical conditions related to pregnancy and childbirth, breastfeeding, and medical conditions related to breastfeeding), marital status, national origin, citizenship, ancestry, sexual orientation, genetic information, physical or mental disabilities (including learning disabilities, intellectual disabilities, past/present history of a mental disorder), veteran status, prior conviction of a crime, workplace hazards to reproductive systems, gender identity or expression, political activity and/or union activity, or membership in other protected classes set forth in state or federal law. Discrimination is any distinction, preference, or detriment to a GA that: (1) excludes the GA from participation in; (2) denies the GA the benefits of; (3) treats the GA differently in the context of; or (4) otherwise adversely affects a GA's employment. Discrimination includes failing to provide reasonable accommodation, consistent with state and federal law, to persons with disabilities.

Section 2. In the event an accommodation proposed to comply with state or federal law conflicts with a provision of this Agreement, the parties, at either party's request, shall meet to discuss the proposed accommodation.

Section 3. The parties agree that an accommodation made by the University or the Union with respect to any term or condition of employment shall apply only to the person accommodated in the particular situation. The fact that such person was accommodated, and the manner and method of such accommodation, shall be without precedent and may not be used or relied upon by any person or entity with regard to any subsequent grievance or arbitration pursuant to this Agreement.

Section 4. No GA shall be subjected to discrimination or discriminatory harassment as

defined in the Policy Against Discrimination, Harassment and Related Interpersonal Violence (“Policy Against Discrimination”), which is revised and updated and may be renamed from time to time. This Policy applies to GAs as well as the other members of the University Community. Discrimination and harassment are defined, and examples of discrimination and harassment and other prohibited conduct are set forth in Section IX of the Policy Against Discrimination. If there is a conflict between this Policy and this Agreement, then the Agreement shall govern.

Section 5. The University recognizes that sexual harassment is inimical to its core missions, including its research and education missions, and will not tolerate any form of sexual harassment, and will not tolerate harassment of GAs by faculty, administrators, supervisors, students, co-workers, vendors, University visitors or anyone else.

(a) Unwelcome actions such as the following are inappropriate and, depending on the circumstances, may in and of themselves meet the definition of sexual harassment or contribute to a hostile work environment:

- Sexual favoritism;
- Sexual pranks, repeated sexual teasing, jokes, innuendo, or story-telling in person, or via email or other electronic media;
- Verbal abuse of a sexual nature;
- Touching or grabbing of a sexual nature;
- Repeatedly standing too close to, brushing up against, touching, or massaging a person;
- Repeatedly asking a person to socialize during off-duty hours when the person has said no or has indicated they are not interested (supervisors in particular should be careful not to pressure a GA to socialize);
- Giving gifts or leaving objects that are sexually suggestive;
- Repeatedly making sexually suggestive gestures;
- Making or posting sexually demeaning or offensive pictures, cartoons, or other materials in the workplace;
- Unwelcome conduct as enumerated above that occurs off-duty, and affects the work environment.

Section 6. Neither the University nor the Union shall tolerate bullying behavior against a GA in the course of their employment, including bullying that is the result of power-based harassment. Bullying is repeated, health-harming mistreatment of one or more people, and it is contrary to the values of the University as expressed in the University’s Code of Conduct, which clearly states that all employees are expected to behave with honesty, integrity, respect, and professionalism.

(a) Unwelcome actions such as the following are inappropriate and, depending on the circumstances, may in and of themselves constitute bullying of a GA if they are severe or pervasive:

- Slandering, ridiculing or maligning a person or their family; persistent name-calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; making abusive and offensive remarks;
- Nonverbal gestures that convey threatening messages; using obscene gestures;
- Public humiliation or public reprimands;
- Deliberately excluding an individual or isolating them from work-related activities, such as meetings;
- Unwanted physical contact, physical abuse or threats of abuse to an individual, their work area or their property;
- Constant criticism on matters unrelated or minimally related to the person's job performance or description;
- Persistently not allowing the person to speak or express themselves (i.e., ignoring or interrupting).

Section 7. Retaliation against any GA who, in good faith, reports or who participates in the investigation of violations of the Policy Against Discrimination and/or this Agreement is strictly forbidden. Retaliation means any adverse action taken against a person for making a good faith report of prohibited conduct or participating in any proceeding under the Policy Against Discrimination or this Agreement. Retaliation includes any threatening, intimidating, harassing, coercing or any other conduct that would discourage a reasonable person from engaging in activity protected under the Policy Against Discrimination or this Agreement. Claims of retaliation based on filing a discrimination or harassment complaint or on participating in an investigation of a discrimination or harassment complaint should be reported by the GA or by the Union on the GA's behalf to the Office of Inclusion and Civil Rights ("OICR"). Other claims of retaliation should be reported in accordance with the University's Non-Retaliation Policy. The University shall investigate all claims of retaliation promptly. The University shall ensure that a Respondent to a GA's report or grievance, or to a report or grievance in which a GA participated, will come under the joint authority of The Graduate School. In the event the matter proceeds to arbitration, the arbitrator cannot issue any award that makes an academic judgment.

Section 8. The Policy Against Discrimination shall be made available to GAs through posting on a University website. GAs who file a complaint alleging a violation of the Policy Against Discrimination to OICR shall be notified in writing that OICR's role is investigatory, that the OICR investigator does not represent the Complainant or the Respondent, and that the GA may be a member of the bargaining unit and may elect to have a union official act as a support person during the investigation. To that end, the OICR shall provide to the GA the letter from the Union incorporated herein as Appendix B. In the event a Complainant or Respondent requests that OICR advise the Union of the complaint, such notification shall be made.

Section 9. In instances where the grievance is sustained, or during an investigation conducted by OICR in accordance with Article 25, Section 3, where interim remedial measures are taken, the University shall have the following remedies or interim measures available, including but not limited to: change to a different workstation, schedule, work location, supervisor, unit, department, or position appropriate for the GA, provided that, in the case of a

Complainant/Grievant, the change is equitable; training and education of a Respondent; no-contact remedies.

Section 10. The University maintains “Creating an Inclusive and Affirming Workplace for Transgender Employees: Guide for Employees,” last updated in 2019, to assist transgender, gender non-conforming, and non-binary members of the campus community with navigating the policies and practices of the University during a gender transition, as well as to assist University community members in their efforts to support transgender community members. In conjunction with such Guidance, as they may from time to time be revised and updated, the University shall comply with law including any applicable building code with respect to the provision of all-gender restrooms. The University shall make reasonable efforts to accommodate requests by a GA for an all-gender restroom within a reasonable distance to the GA’s workplace.

Section 11. The University shall comply with the law including any applicable building code with respect to the provision of lactation stations.

## **ARTICLE 5**

### **APPOINTMENT & REAPPOINTMENT NOTIFICATION**

Section 1. Each offer of appointment or reappointment to a Graduate Assistant position shall be made by the University in writing and shall state:

- (a) Whether the position is a Teaching Assistantship, Research Assistantship or a combination of research support and teaching, if known at the time the letter is issued; and
- (b) the term of the appointment or reappointment. Offers of appointment or reappointment to a GA position shall be for a minimum term of one semester. Notwithstanding the foregoing, appointments of less than one semester may be offered, by agreement of the parties, to account for funding opportunities that were not available for the entirety of the semester, replacement for an unanticipated vacancy by another GA, late arrival onto campus, or other reasons that would have prevented the appointment of the GA at the outset of the semester.

Section 2. The parties recognize appointments for longer than an academic year are generally in the mutual interest of the University and the GA. Hiring units are encouraged to offer one academic year appointments when practicable. Appointments exceeding one academic year may be made contingent on available funding.

Section 3. The parties agree that it is preferable to prioritize the use of GA funding to support existing GAs for a reasonable number of semesters to enable them time to complete their

academic program over offering GA positions to incoming GAs.

Section 4. The University shall provide a written letter offering an individual an appointment or reappointment.

- (a) The University shall notify incoming students of their appointments by April 1, except in exceptional situations as outlined in subsection (e).
- (b) The University shall notify continuing students of appointments beginning in the Fall Semester by June 1, except in exceptional situations as outlined in subsection (e).
- (c) For students whose appointments begin in any other semester, except Intersession and Summer instructional appointments, the University shall notify students of their appointments at least 60 days prior to the beginning of the work assignment, except in exceptional situations as outlined in subsection (e).
- (d) For Intersession and Summer instructional appointments, the University shall notify students of their appointments at least 21 days prior to the beginning of the work assignment, except in exceptional situations as outlined in subsection (e).
- (e) Exceptional situations, for purposes of this Article, refer to those situations in which the appointment cannot be filled by the notification deadline or those situations in which an appointment has been filled but vacated due to an unforeseeable situation. Remedies available to an arbitrator for violations of this Section shall be limited to prospective changes in departmental hiring practices and the implementation thereof.
- (f) The University will notify GAs when there is no record of a reappointment in progress as of June 1. The University shall send the affected GA(s) a written notice no later than five (5) business days after June 1. An affected GA receiving such notice should consult with the GA's home department and/or relevant supervisor for further information.

Section 5. The parties acknowledge their mutual interest in allowing GAs the opportunity to express assignment preferences prior to the University making assignment decisions. The University encourages all hiring units to offer such opportunities. Nothing precludes a GA from expressing assignment preferences.

Section 6. The letter of appointment shall include the following information:

- (a) Appointment title
- (b) Appointment percentage of Full Time Equivalent
- (c) Effective dates or duration of the appointment
- (d) Hiring unit
- (e) Hiring unit contact
- (f) A brief summary of the general nature of required duties
- (g) Stipend
- (h) Reference to source of information on health and other applicable benefits
- (i) Tuition and fee waiver or remission information (including all mandatory fees)
- (j) Response requirements, if any

Section 7. Supplemental Description of Duties. The University shall provide GAs with applicable documentation detailing the specific duties of the appointment, which shall, wherever applicable, include:

- (a) assigned course, lab, research project, or position;
- (b) the faculty member(s) or supervisor(s) to whom the GA will report;
- (c) the duties that the GA will be required to perform;
- (d) course meeting times and location;
- (e) the maximum number of students for which the GA will be responsible per class, section, lab, etc.;
- (f) work location.

Departments may use the sample Description of Duties forms attached hereto to as Appendix A or may create their own forms, provided that such forms describe duties with reasonable particularity.

The University shall provide such documentation with as much of the information above that is reasonably known at least thirty (30) calendar days prior to the commencement of each academic semester, and all information no later than one week prior to the beginning of the semester. In any case, including revisions to a GA's Description of Duties, GAs shall be given at least 24 hours to review the document and raise concerns.

## **ARTICLE 6**

### **APPOINTMENT SECURITY**

Section 1. If the University makes an offer for appointment to a Graduate Assistant position and the individual to whom the offer was made accepts it in a timely manner, the terms of the offer including level of compensation, benefits, and other terms and conditions of employment shall be honored by the University during the term specified in the offer of appointment. This provision does not and shall not be interpreted to excuse any GA from fulfilling the proper and complete performance of the functions of the GA position subject to Article 24 (Discipline and Dismissal) or applicable academic standards.

Section 2. By providing written notice and supporting documentation at least 20 days in advance of the start of the appointment, a GA may turn down one or more semesters of an appointment to accept an extramural or other fellowship or for another reason granted by the University. If a GA turns down one or more semesters, as set forth in this Article, the time off shall be unpaid and the GA shall be responsible for tuition and fees, if applicable, and the duration of the original appointment shall not be extended.

## **ARTICLE 7**

### **EMPLOYMENT FILES**

Section 1. "Employment file" shall be defined as documents maintained by the University reflecting an individual's appointment as a GA, revision or termination of such appointment, job-related evaluations and discipline of the GA, and pay and benefits related to such appointment. For the purposes of this article, employment files of GAs shall be considered education records pursuant to the Family Educational Rights and Privacy Act (FERPA), as amended, as they are records relating to individuals in attendance at the University who are employed as a result of their status as students. The University shall not make personally identifiable material in an employment file public without the GA's consent except as otherwise provided by applicable law.

Section 2. Materials related to a GA's course of study, grades, academic progress and aspects of graduate study other than service as a GA, while also subject to FERPA, shall not be considered part of the employment file. Grievances filed by a GA and records concerning the processing and resolution of the grievance, including any arbitration concerning it, shall also not be considered part of the employment file.

Section 3. The University shall, within ten (10) working days after receipt of a written request from a GA, permit such GA, who may be accompanied by a Union representative if the written authorization by the GA so provides, to inspect the GA's employment file. Such inspection shall take place during regular business hours at a location designated by the University. The GA may not remove the employment file from the designated premises. The University may require that inspection take place in the presence of a designated individual.

Section 4. If upon inspection of the employment file a GA disagrees with any of the information contained in such file, removal or correction of such information may be agreed upon by such GA and the University. If such GA and the University cannot agree upon such removal or correction, then such GA may submit a written statement explaining the GA's position. Such statement shall be maintained as part of the employment file and shall accompany any transmittal or disclosure of such file to a third party.

Section 5. Within a reasonable time after receipt of a written request from a GA, the University will provide such GA, or the Union if the GA has authorized the Union to receive it, with a copy of all or part of the GA's employment file, provided such request reasonably identifies the materials to be copied. The University may charge a fee for such copying reasonably related to the cost of supplying the requested documents.

Section 6. The employee shall be notified of the placement of any negative evaluative material in his/her employment file within ten (10) working days.

## **ARTICLE 8**

### **JOB POSTING**

Section 1. The parties recognize that the University has discretion over who is hired as a GA, the qualifications for GA positions and the methods used to make such hiring decisions.

Section 2. The parties also recognize that GA appointments are usually made without posting, including appointments at the time of admission, through departmental assignment, in connection with advising relationships with faculty members, and through arrangements made between departments.

Section 3. On occasions when a University unit decides to open a Graduate Assistants opportunity to more widespread or University-wide application, these procedures shall be followed:

- (a) The University shall create and maintain a website for posting of information regarding such GA opportunities as a University unit decides to advertise. The University shall notify the Union within ten (10) business days of any changes to University website addresses where such positions are posted.
- (b) The University will post information on the website concerning such GA openings as soon as reasonably practicable.
- (c) The website shall contain the following information with respect to each position posted there:
  - (i) A description of the position and the qualifications required to apply for it.

- (ii) An employment non-discrimination statement.
- (iii) The procedure required to apply for the job, including the name and location of the office where inquiries and applications may be made.

## **ARTICLE 9**

### **WORKSPACE & MATERIALS**

Section 1. The University will provide office space, desk space, laboratory and other facilities, equipment and materials necessary for the performance of the duties assigned to a GA. GAs may request additional materials from their supervisors or department.

Section 2. If the University requires a GA to purchase job-related materials or equipment, the GA shall be reimbursed for those costs. GAs shall be reimbursed for the cost of equipment or materials purchased by the GA to perform the GA assignment if the GA had prior written approval for such purchase from the GA's department head and followed all relevant University and State of Connecticut procurement and purchasing requirements. Absent such written approval, a GA shall not be required to purchase such equipment or materials to perform the GA's assignment.

Section 3. Personal computers, home printers and printing supplies, calculators, reference materials, electronic media, home internet access and the like, which are provided and used by graduate students in the course of their graduate studies, are not considered reimbursable for purposes of this article, unless the GA has been required to purchase and use the item for GA work pursuant to Section 2.

Section 4. Nothing in this contract prohibits a GA from making arrangements with the University for an approved alternative work site.

## **ARTICLE 10**

### **WORKLOAD**

Section 1. The workload for a full-time graduate assistant shall not exceed an average of twenty (20) hours per week during the term of the GA's appointment. Alternate percentage appointments will be directly proportional to the full-time appointment. Given the professional nature of GA assignments, the specific hours in any week may vary from the average according to the needs of the employing unit, but will not unreasonably exceed twenty (20) hours, or the pro rata equivalent, in any given week.

Section 2. While the parties recognize that the content of work assigned to a GA is a University prerogative, supervisors and departments shall not assign job duties that the GA cannot reasonably perform within the allotted workload hours taking into account the GA's academic commitments as a graduate student.

Section 3. Supervisors shall provide reasonable notice for the completion of tasks, taking

into consideration relevant surrounding circumstances, including, but not limited to, grading, exam preparation and monitoring, instructional details for discussion sections or lab assignments, and/or any other material necessary for timely preparation. Supervisors will make every reasonable effort to accommodate GAs' academic commitments when assigning tasks.

Section 4. Any work assignment, including but not limited to, preparation work, required GA training, orientation, required meetings, required conferences and required office hours, shall be included in the total workload for the period of the appointment, including duties that occur outside the academic semester. This shall not include obligations that are required of an individual graduate student as part of their academic program of study.

Section 5. In the case of change of GA job assignment, any work completed in the original assignment will count toward the hour limit for the semester.

Section 6. If a GA contends that the GA's workload exceeds the maximum required by the GA's assignment, the GA shall first discuss this with the GA's supervisor (or department head, or designee, as appropriate) in an effort to resolve the matter. A Union representative may participate in this discussion if the GA desires.

Section 7. If the GA's concern is not resolved by the supervisor or department head, or designee, the GA may submit a written Workload Review Request to the Dean of the Graduate School, with copy to Labor Relations, as soon as possible, but no later than six weeks after the GA knows or should have known that their workload exceeds the number of assigned hours, pursuant to Section 1 above. Such Workload Review Request shall specify the reasons supporting the GA's claim. Within ten (10) calendar days of receiving the request, the Dean of the Graduate School, or designee, will respond in writing. Any Workload Review Request not submitted within the timeline specified above shall be deemed waived and resolved.

Section 8. If the GA does not accept the decision of the Dean of the Graduate School, the Union may appeal it in the form of a grievance submitted directly to the arbitration step of the grievance and arbitration procedures of this Agreement, within the time limits set forth in Article 25.

Section 9. For GAs whose assignment exceeds the number of assigned hours, pursuant to Section 1 above, the University will pay for additional hours already worked on a pro rata basis and either reduce the GA's assignment so as not to exceed an average of 20 hours per week, or its pro-rata equivalent, for the remainder of the term of the GA's appointment or with the consent of the GA, increase the workload specified in the appointment letter for a fractional appointment to include the additional hours of work and increase the GA's stipend commensurately; or implement another solution agreed upon by the University and the GA and Union.

## ARTICLE 11

### **INTELLECTUAL PROPERTY**

Section 1. As employees of the University, GAs shall have the same intellectual property rights and obligations as other University employees under applicable statutes and University By Laws and policies with respect to inventions, copyrightable works and other intellectual property created while working as a GA.

Section 2. The Union acknowledges that the University may revise its bylaws and policies respecting intellectual property from time to time. Such revisions shall apply to GAs, as employees, upon implementation by the University.

Section 3. A GA who serves as the instructor of record for a course shall have the same rights of ownership as a member of the faculty would have with respect to course materials that the GA develops for the course while working as a GA. If the GA develops course materials pursuant to a separate written contract with the University, the rights of ownership in such materials shall be determined by the terms of such separate contract.

Section 4. GAs shall be subject to and have rights under the Policy on Alleged Misconduct in Research in the same manner as other University employees.

Section 5. The University shall post its current intellectual property, commercialization, and patent policies on its web site. The University shall promptly notify the Union of any changes to the name of these policies, changes to the language of existing policies, or creation of any new policies.

Section 6. Retaliation against any GA who, in good faith, reports or who participates in the investigation of violations of policies referenced in this Article is strictly forbidden. Retaliation means any adverse action taken against a person for making a good faith report of prohibited conduct or participating in any proceeding under the Policy on Alleged Misconduct in Research. Retaliation includes any threatening, intimidating, harassing, coercing or any other conduct that would discourage a reasonable person from engaging in activity protected under the Policy on Alleged Misconduct in Research. Claims of retaliation based on filing a complaint of research or academic misconduct, in connection with their employment, or on participating in an investigation related to research and academic misconduct should be reported by the GA or by the Union on the GA's behalf to the Vice President for Research (VPR) or designated Research Integrity Officer (RIO). The University shall investigate all claims of retaliation promptly. The University shall ensure that a Respondent to a GA's report or grievance, or to a report or grievance in which a GA participated, will come under the joint authority of the Graduate School. In the event the matter proceeds to arbitration, the arbitrator cannot issue any award which makes an academic judgement.

## **ARTICLE 12**

### **TRAVEL**

A GA who is required by the GA's supervisor to travel as part of their GA duties may request a University travel card and/or travel advances to directly pay for travel expenses, although GAs may use personal funds for required travel. GAs will be reimbursed for any expenses not covered by the travel card and/or travel advance in accordance with the applicable University travel policy, as such policy may be changed from time to time. Except for extenuating circumstances, reimbursements shall be processed within 30 days after the receipt of a complete expense report, including all required receipts, by accounts payable.

## **ARTICLE 13**

### **TRAINING**

Section 1. The University will provide each individual appointed to a GA position with training that is needed to fulfill the GA's assignment if such training is not otherwise required of graduate students in the individual's department or program.

Section 2. All training pursuant to Section 1 shall be considered part of the GA's required workload.

Section 3. While the content and delivery of training is reserved to the University, the Union Management Committee may make recommendations to the University to address insufficient or overlapping training concerns brought to its attention by GAs.

## **ARTICLE 14**

### **EMPLOYEE ASSISTANCE PROGRAM**

The University will make an Employee Assistance Program available to GAs and eligible family members on the same basis that is made available to faculty and other employees of the University.

## **ARTICLE 15**

### **LEAVES OF ABSENCE**

Section 1. A GA may request in writing a personal leave of absence from their GA appointment for reasons including, but not limited to, illness or injury, immigration hearings, pregnancy, to care for a newborn or adopted child, or to care for an immediate family member (spouse/registered domestic partner, grandparent, sibling, aunt/uncle, child or parent of the GA,

child or parent of the GA's spouse/registered domestic partner) with a serious health condition or for bereavement with respect to such immediate family members. It is the responsibility of the GA to contact the appropriate faculty member or other supervisor in advance of the leave unless circumstances make this impossible. Up to three days of such leave per semester may be taken by the GA as a matter of right.

Section 2. GAs may apply for leaves of absence pursuant to this article. Each GA shall be entitled to have up to three (3) days of such leave or leaves paid per semester. The remaining portion of leaves taken pursuant to this article shall be unpaid. For GAs on a 20 hour per week appointment, each day of paid leave shall be considered equivalent to four hours work. For GAs on appointments less than 20 hours per week, the daily hour's equivalent for purposes of this article shall be pro-rated.

The University may approve additional paid or unpaid leave in its sole discretion, subject to applicable law. If the leave is for twenty-one (21) or fewer consecutive calendar days, the GA will retain health insurance and tuition remission benefits.

Section 3. Upon written application to the University, a GA may request an extended leave of absence from their GA appointment in excess of twenty-one (21) consecutive calendar days, but in no event longer than the remainder of the current semester. The University may approve such leave in its sole discretion, subject to applicable law. If it grants such a leave, the University will determine whether the GA's stipend, health insurance and tuition remission will be extended for the portion of the approved leave exceeding twenty-one (21) calendar days.

Section 4. Notwithstanding any contrary provision of this article, a graduate assistant who gives birth will be granted a medical leave period of six (6) weeks directly following natural childbirth and eight (8) weeks directly following childbirth by caesarian section. Where the birthparent gives birth prior to the start of their GA appointment, their medical leave will be reduced by the number of days between the date the child was born and the start date of the GA's appointment. The GA's stipend, health insurance support (where applicable) and tuition waiver will be maintained during such medical leave and during medically necessary leave prior to delivery that is supported by medical certification. If the GA has a subsequent appointment, the medical leave may be continued provided there is no break in service greater than six (6) weeks in the case of natural childbirth and eight (8) weeks in the case of childbirth by caesarian section. In such circumstances, the medical leave will be reduced by the number of days between the two appointments.

A GA who is the birth parent of a newborn or the non-birth parent of a newborn or adopted child will be granted a bonding leave of twenty-one (21) consecutive calendar days to care for the child, which must be completed by the child's first birthday or for an adopted child, by one year from the date of adoption. The GA's stipend, health insurance support (where applicable) and tuition waiver will be maintained during such bonding leave.

Section 5. A GA will be granted a military leave of absence and jury duty leave in accordance with applicable laws and University policy.

Section 6. No leave of absence will be granted for a GA to engage in other employment.

Section 7. While nothing in the sections above concerning leaves from a GA appointment affects a graduate student's right, if any, to take leave from an academic program, the parties agree that taking leave from an academic program automatically constitutes relinquishment of any GA appointment held by the individual taking such a leave.

Section 8. The University shall grant a minimum of 5 business days per occurrence for bereavement due to death of a family member, as defined in Section 1. The University shall consider in good faith bereavement leave requests due to the death of persons not specified by Section 1. The University may require appropriate documentation from GAs requesting bereavement leave.

## **ARTICLE 16**

### **HOLIDAYS**

Section 1. GAs shall not be required to work on the following holidays when the holidays occur during the term of their appointment, except as provided in Section 3 of this Article.

New Year's Day  
Martin Luther King, Jr. Day  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

Section 2. The University recognizes the importance of diversity in the workforce, the cultural and religious holidays celebrated by various traditions, and that many vital members of the University community practice these traditions. The University recognizes that there are cultural and religious holidays that are not currently University holidays. The University shall make every good faith effort to accommodate a GA who wishes to observe recognized cultural and religious holidays. GAs who wish to observe recognized cultural and religious holidays shall submit their requests to their supervisor in writing with as much advance notice as possible. The GA shall meet with their supervisor to discuss a plan to make up missed work, if any. Such requests shall not be unreasonably denied.

Section 3. Any GA required by the University to work on a holiday listed in Section 1 may arrange an alternative day off with their first supervisor outside of the bargaining unit for a mutually agreeable alternative within the same semester.

## **ARTICLE 17**

### **HEALTH & SAFETY**

Section 1. UConn shall continue to make reasonable provisions for the safety and health of bargaining unit members in pursuit of their work as GAs. Such reasonable provisions shall include providing, maintaining and training in the safe and proper use of equipment and workspace necessary for the work. Appropriate safety equipment shall be furnished to employees as required. If safety equipment, training, or other provisions for the health and safety of GAs are not provided, and the lack of such equipment or training results in a hazardous workplace, a GA shall report the hazard to the GA's supervisor and may refuse to work under the hazardous condition, consistent with the University's Health and Safety Policy. The GA shall otherwise continue to work outside of the hazardous condition pending resolution of the reported concern.

Section 2. UConn shall provide adequate and necessary first aid equipment, information, and training in workplaces and instructional settings that involve the use of or exposure to hazardous materials or environments.

Section 3. The University's Health and Safety Policy, as may be updated or revised, is incorporated into this Agreement, provided that no such update or revision shall diminish or roll back existing health and safety protections in place as of the ratification of this Agreement. Should the Union believe that an update or revision to the University's Health and Safety Policy diminishes or rolls back existing protections, the Union may notify the University and the parties shall discuss.

Section 4. The University agrees to appoint to the Environmental Health and Safety Committee a member of the bargaining unit who shall be designated by the Union. The Union Management Committee established in Article 28, or a subcommittee thereof if the Committee chooses to create one for such purpose, shall include health, safety and security issues in its agenda at the request of either party to the Agreement.

Section 5. If classes are canceled due to inclement weather or other emergency situations, Graduate Assistants shall not be required to report to the impacted campus, unless otherwise necessary and specified on the Graduate Assistant's Supplementary Description of Duties.

## **ARTICLE 18**

### **PARKING & TRANSIT**

Section 1. The parties recognize that while limited parking resources on campus must be shared by varied constituencies including students, staff and faculty, the University has traditionally provided GAs with more extensive parking privileges than provided to other students as well as access to some employee lots. The University shall continue to provide such enhanced parking to GAs pursuant to this agreement. The University will allow GAs to purchase 1) a GA Area 2 parking permit which allows access to commuter (not Premium Commuter) lots, Area 2

parking lots, and 107 GA only designated spaces in Lot N; or 2) a GA garage permit which allows access to a designated garage and the same lots as a GA Area 2 permit. If Lot N is eliminated, reduced, or reconfigured such that 107 GA designated spaces cannot be maintained, the University shall designate an equivalent number of GA designated spaces in a similar location on the main Storrs campus within a one (1) mile walking distance radius of central campus (i.e. the library) as determined by the University. The Union cannot grieve or arbitrate the location of the GA designated spaces.

The parties recognize that the specific access arrangements and areas covered by GA parking permits may change as factors such as construction and program changes affect the overall UConn parking plan. In the event an Area 2 or commuter lot is eliminated, reduced by more than 45%, or reconfigured, the University shall meet with the union to discuss mitigation options. The University shall communicate with GA permit holders at least 30 days in advance, if disruption is known, with the following information: the dates and anticipated level of disruption (i.e. number of spots anticipated to be closed), suggested alternatives to parking lots, and mitigation plans.

Section 2. The University retains the right to establish and change parking rates, open and close lots, and modify parking conditions and regulations. The University shall provide 30 days advance written notice to the Union of any proposed change in parking rates or regulations affecting GAs. If the University issues a ticket to a GA due to such changes without prior 30-day notification to the Union, the University shall waive all fees for the ticket.

Section 3. The parking rate charged GAs for a GA Area 2 parking permit shall be equivalent to Fifty Percent (50%) of the full parking rate charged for an Area 2 employee parking permit. The parking rate charged for a GA garage permit shall be the employee garage rate.

Section 4. If the University increases the full rate for Area 2 parking permits in any given year, such increase shall not exceed the annual percentage increase in faculty base salary exclusive of merit for faculty.

Section 5. For GAs whose assigned duties require it, based on appropriate documentation from a supervisor, the University shall make good-faith effort to provide overnight parking access in the area nearest to their worksite.

Section 6. GAs who purchase parking permits in accordance with this Article at the campus at which they are primarily employed shall have the parking permit honored in commuter and Area 2 parking lots at other campuses when traveling to such locations for University business.

Section 7. GAs shall have access to all accessible parking spaces available in accordance with applicable law regardless of permit type. A GA with a GA Area 2 parking permit, using an accessible parking permit, shall be permitted to park at any accessible designated parking spot, without incurring additional costs.

Section 8. GAs shall have the right to pay for parking permits through bi-weekly payroll deductions over the course of their appointment.

Section 9. The Transportation Advisory Committee may meet to discuss and receive

comments regarding any proposed changes in parking rates. The University agrees to appoint to the Transportation Advisory Committee up to two members of the bargaining unit who shall be designated by the Union.

Section 10. The Union-Management Committee may consider and make recommendations to the University concerning how parking and transit services can be improved for the benefit of GAs.

Section 11. During closures of Dairy Bar facilities, GAs shall have access to Dairy Bar customer parking spots.

## **ARTICLE 19**

### **HOUSING**

Section 1. The Union and the University share the concern that year-round, affordable and adequate housing be available to graduate students and their families, including GAs.

Section 2. The parties agree that the Union-Management Committee may consider housing issues and make recommendations to the University to address the housing needs of graduate students and GAs. The Committee will meet for this purpose up to twice per semester at the request of either party.

Section 3. The University will provide the committee with available information reasonably necessary for it to carry out its functions with respect to housing, including an annual update concerning the number of spaces of campus housing for which GAs shall be eligible to apply.

## **ARTICLE 20**

### **TUITION AND FEE WAIVERS**

The University shall grant remission or waiver of tuition for Graduate Assistants covered by this Agreement. This Agreement does not provide any waiver of credit-fees that are equivalent to tuition. With respect to fees, the parties agree:

- (a) The University shall waive the Infrastructure Fee for a Graduate Assistant during each semester of such GA's appointment.
- (b) The University shall provide each Graduate Assistant with a credit toward the General University Fee during each semester of such GA's appointment as follows:

Effective July 1, 2026:	\$350
Effective July 1, 2028:	\$390
Effective July 1, 2029:	\$490

Notwithstanding the foregoing language, the credit towards the General University Fee shall not exceed the actual value of the General University Fee.

- (c) The University shall waive the Visa Compliance Fee during each semester of such GA's appointment.
- (d) The University each semester will provide to GAs a lump sum fee relief payment equivalent to the Student Recreation Center fee.
- (e) The University shall waive the Matriculation Fee during each semester of such GA's appointment.
- (f) The University has the managerial and academic right to establish new fees. In the event in-state graduate tuition and mandatory graduate student fees are increased by greater than 4.75% in any academic year, the Union shall be given notice and the opportunity to bargain over the impacts.<sup>1</sup>

**ARTICLE 21**

**STIPENDS, WAGES AND PAYROLL**

Section 1. During the 2026-2027 academic year, minimum academic year stipends for GAs at the Beginner, Master's, and PhD Candidate levels shall be increased by Four-and-One-Half Percent (4.5%) to what is stated below:

2026 - 2027 Academic Year			
Level	Percent Employed	Biweekly Stipend	Stipend for Full (Two Semester) Academic Year
Level 1 - Beginners (Pre-Masters)	100%	\$1,532.49	\$29,883.56
	75%	\$1,149.37	\$22,412.72
	50%	\$766.25	\$14,941.88
Level 2 -Masters or Equivalent	100%	\$1,612.56	\$31,444.92
	75%	\$1,209.42	\$23,583.69
	50%	\$806.28	\$15,722.46
Level 3 - PhD Candidate	100%	\$1,792.86	\$34,960.77
	75%	\$1,344.65	\$26,220.68
	50%	\$896.43	\$17,480.39

<sup>1</sup> This language serves as clarification only and does not waive the Union's position that the Union has the right to bargain over the impacts of fee increases and new fees. It is the University's position that student fees are not a mandatory subject of bargaining.

Section 2. During the 2027-2028 academic year, minimum academic year stipends for GAs at the Beginner, Master’s, and PhD Candidate levels shall be increased by Four-and-One-Half Percent (4.5%) to what is stated below:

2027 - 2028 Academic Year			
Level	Percent Employed	Biweekly Stipend	Stipend for Full (Two Semester Academic Year)
Level 1 -Beginners (Pre-Masters)	100%	\$1,601.45	\$31,228.28
	75%	\$1,201.09	\$23,421.26
	50%	\$800.73	\$15,614.24
Level 2 -Masters or Equivalent	100%	\$1,685.13	\$32,860.04
	75%	\$1,263.84	\$24,644.88
	50%	\$842.56	\$16,429.92
Level 3 – PhD Candidate	100%	\$1,873.54	\$36,534.03
	75%	\$1,405.16	\$27,400.62
	50%	\$936.77	\$18,267.02

Section 3. During the 2028-2029 academic year, minimum academic year stipends for GAs at the Beginner, Master's, and PhD Candidate levels shall be increased by Four and One Quarter Percent (4.25%) to what is stated below:

2028 - 2029 Academic Year			
Level	Percent Employed	Biweekly Stipend	Stipend for Full (Two Semester Academic Year)
Level 1 - Beginners (Pre-Masters)	100%	\$1,669.51	\$32,555.45
	75%	\$1,252.14	\$24,416.73
	50%	\$834.76	\$16,277.82
Level 2- Masters or Equivalent	100%	\$1,756.75	\$34,256.63
	75%	\$1,317.55	\$25,692.23
	50%	\$878.37	\$17,128.22
Level 3 - PhD Candidate	100%	\$1,953.17	\$38,086.82
	75%	\$1,464.88	\$28,565.16
	50%	\$976.58	\$19,043.31

Section 4. During the 2029-2030 academic year, minimum academic year stipends for GAs at the Beginner, Master's, and PhD Candidate levels shall be increased by Three-and-Eighty-Five Hundredths Percent (3.85%) to what is stated below:

2029 - 2030 Academic Year			
Level	Percent Employed	Biweekly Stipend	Stipend for Full (Two Semester) Academic Year
Level 1 - Beginners (Pre-Masters)	100%	\$1,733.79	\$33,808.91
	75%	\$1,300.35	\$25,356.83
	50%	\$866.90	\$16,904.55
Level 2- Masters or Equivalent	100%	\$1,824.38	\$35,575.41
	75%	\$1,368.28	\$26,681.46
	50%	\$912.19	\$17,787.71
Level 3 - PhD Candidate	100%	\$2,028.37	\$39,553.22
	75%	\$1,521.28	\$29,664.96
	50%	\$1,014.18	\$19,776.51

Section 5. A GA shall be appointed to the highest stipend level for which they are eligible based on degree standing at the start of the individual's appointment as a GA. GAs may be appointed to a higher level at the discretion of the University. If a GA becomes eligible for a higher level during an appointment, the higher stipend level shall become effective no later than the start of the next semester. The University may appoint a GA to a combined teaching and research position.

Section 6. Stipend rates established by this Agreement are minimums and do not restrict the University's right to provide a higher stipend, bonus, or monetary award to a GA at the University's discretion.

## **ARTICLE 22**

### **HEALTH INSURANCE**

Section 1. GAs in the bargaining unit, together with substantially all other graduate students at the University, are required to have health insurance.

Section 2. Contingent upon continued legislative authorization and the agreement of the Comptroller and the Office of Policy and Management (OPM), the University shall provide GAs with health insurance under the Connecticut Partnership Plan without the Health Enhancement Program (HEP). For such coverage for an individual GA, the GA will pay as follows:

Year	GA-Only	GA +1	GA + Family
2026 – 2027	\$327.60/yr	\$1,555.20/yr	\$1,967.76/yr
2023 – 2024	\$360.36/yr	\$1,679.62/yr	\$2,125.18/yr
2028 – 2029	\$396.40/yr	\$1,813.99/yr	\$2,295.20/yr
2029 – 2030	\$436.04/yr	\$1,959.11/yr	\$2,478.81/yr

Section 3. The Union-Management Committee may consider issues concerning health insurance and its administration and make such recommendations as the Committee determines to be appropriate.

Section 4. The parties agree: (1) that the provision of health insurance to GAs by means of the Partnership Plan pursuant to this article does not constitute providing GAs with state employee pension or healthcare benefits within the meaning of paragraph 3(c) of the neutrality agreement executed by the UAW and UConn on April 9, 2014 and April 11, 2014 respectively; and (2) that nothing in this Agreement makes the bargaining unit of GAs part of the SEBAC Coalition nor does it entitle them to state employee pension or healthcare benefits.

Section 5. The University shall continue to subsidize 50% of the premium cost for dental coverage for GAs and their dependents under the current GA plan or comparable plan.

Section 6. During each fiscal year of the Agreement the University shall make a fund available to reimburse bargaining unit members for verified repatriation insurance premiums.

## **ARTICLE 23**

### **CHILD CARE**

Section 1. During each fiscal year the University shall make a fund available to reimburse bargaining unit members for child care expenses at licensed child care facilities or bona fide institutional afterschool programs.

Commencing 2026-2027, the fund will be \$245,000 annually. Commencing 2028-2029, the fund will be \$265,000 annually.

Section 2. There shall be no rollover of any unexpended funds. Reimbursement from the childcare fund shall be made in accordance with procedures, policies and requirements, as established by the Union, which shall conform to any relevant law.

## **ARTICLE 24**

### **DISCIPLINE AND DISMISSAL**

Section 1. The University will not discipline a GA during the term of the GA's current appointment without just cause. As used in this article "discipline" means a written warning, a letter of reprimand, a suspension without pay or a dismissal from a GA appointment based upon

job-related misconduct or job performance of an individual who remains enrolled as a graduate student.

Section 2. This article does not apply to determinations by the University to dismiss a graduate student from the University for academic reasons or for non-job-related disciplinary reasons. The Union acknowledges that an individual who ceases to be a graduate student for any reason cannot continue to serve as a GA. An arbitrator shall therefore have no power to order reinstatement to a GA position of an individual who is no longer a graduate student at UConn.

Section 3. Notice of Discipline: The University will promptly notify the GA and the Union in writing of the issuance of discipline, which then may be challenged through the grievance and arbitration procedures of Article 25.

Section 4. Dismissals and Unpaid Suspensions:

- (a) Prior to the dismissal or unpaid suspension of a GA, the GA shall be provided with a written statement of the reasons for which dismissal or unpaid suspension is being considered. The notice shall include the nature of the alleged violation, the level of discipline contemplated, the right to a hearing and the right to Union representation. Upon request, the GA and Union shall be entitled to a copy of any relevant investigatory report, although confidential information and witness statements may be redacted or withheld.
- (b) Within seven (7) calendar days of receiving the written statement, the GA may request a hearing before the GA's department head or designee (or dean for non-departmentalized schools or designee), which a Union representative may attend if the GA so desires. This hearing shall be held within seven (7) calendar days of the GA's request, unless mutually extended by the parties. The GA and the Union representative shall be provided with an opportunity to respond to the reasons for dismissal or unpaid suspension.
- (c) Within seven (7) calendar days of the hearing, the department head or designee shall decide whether to dismiss or suspend the GA or not and notify the GA and the Union accordingly. If the decision is to dismiss, the notice will include the effective date. If dismissal is not ordered, the department head may impose a lesser form of discipline or impose no discipline.
- (d) A decision of the department head to dismiss a GA may within fifteen (15) calendar days be grieved directly to Step 2 of the grievance and arbitration process under Article 25 of this agreement. If the visa status of an international student is threatened by the dismissal of that student as a GA, the University and the Union shall cooperate to expedite the grievance and arbitration process so that, to the extent practicable, the grievance and arbitration process will be completed before the GA loses his or her visa status.

Section 5. The University may place a GA on paid administrative leave without prior notice in order to investigate allegations of misconduct or dereliction of duty that, in the judgment of the

University, warrant relieving the GA from work duties or removing the GA from the premises. The Union will be promptly notified of any such administrative leave. At the conclusion of the investigation, the University shall notify the GA and the Union of the results of the investigation and either initiate the discipline process or put the GA back to work if the term of the GA's appointment has not ended. If the term of the GA's appointment ends during a paid administrative leave, the paid leave will terminate as of the end of that term.

- (a) Paid administrative leave shall not be considered discipline.
- (b) If no disciplinary action is taken, no record of administrative leave will be placed in the GA's employment file.

## **ARTICLE 25**

### **GRIEVANCE AND ARBITRATION**

Section 1. A grievance is a claim by an individual GA, a group of GAs or the Union that the University has violated a specific term of this Agreement. Grievances shall be processed according to this Article.

Section 2. The parties support the resolution of problems at the lowest possible level and, therefore, encourage informal discussions to resolve problems without the grievance procedure. The GA, and a Union representative if the GA so desires, shall discuss the grievance with the GA's immediate supervisor at the time of the occurrence or at the time the employee learns of the occurrence in an effort to resolve the grievance. The University and the Union may agree to bypass this step or to have the informal discussion with another supervisor. Requests to waive the informal step shall not be unreasonably denied. If the grievant is alleging sexual harassment or sexual assault by their supervisor, the University shall automatically grant the request to bypass the informal step. Resolutions from pre-grievance discussions, although final, shall not be precedential.

Section 3. **Step 1.** If the grievance is not resolved through such informal discussion, it must be reduced to writing, dated, and presented to the department head, or designee (or dean, or designee for non departmentalized schools) and to the University's Office of Faculty & Staff Labor Relations within forty-five (45) calendar days after the event or after the grievant becomes aware or should have become aware of the event giving rise to the grievance, whichever is later. If the grievant is alleging sexual harassment or sexual assault, the filing deadline shall be extended to one hundred eighty (180) calendar days. The written grievance must describe the claimed contract violation, identify the provision of the Agreement allegedly violated, and state the remedy being requested. If requested, the department head, or designee, will meet with the grievant and the union representative within fourteen (14) calendar days. The department head, or designee, shall provide a written response to the grievance within fourteen (14) calendar days following receipt of the written grievance, or the hearing, whichever is later. In the event an investigation is being conducted by the Office for Inclusion and Civil Rights ("OICR") concerning the same actions, the time within which the written response must be served shall be extended by thirty (30) calendar days, provided interim remedial measures are imposed by OICR to protect the grievant from discrimination and retaliation if requested by the grievant or the Union. Such measures shall be discussed with the Union.

Section 4. **Step 2.** If the grievance is not resolved at Step 1, the grievant may within ten (10) calendar days appeal to the Dean of the Graduate School, or designee. The grievant, representatives of the Union, and the Dean of the Graduate School or designee and University's representatives will meet within ten (10) calendar days of receipt of such appeal in an attempt to resolve the grievance. The department head may attend the meeting. If the matter is not resolved, the Dean of the Graduate School or designee will provide a written decision on the grievance within fifteen (15) calendar days of the meeting.

Section 5. **Step 3. Arbitration:**

- (a) If the grievance is not resolved at Step 2, the Union may, within twenty-one (21) calendar days from receipt of the written step 2 decision, appeal the decision to arbitration by written notification to the University. The grievance shall be filed to arbitration as set forth below within fifteen (15) calendar days of the Union's submission of the written notification to proceed to arbitration. The Union will provide a copy of the filing to arbitration simultaneously with its filing.
- (b) The parties agree to select an arbitrator pursuant to the rules of the American Arbitration Association ("AAA") or by mutual agreement of the parties may bring an arbitration before the Connecticut State Board of Mediation and Arbitration.
- (c) The respective labor arbitration rules of the AAA or the Connecticut State Board of Mediation and Arbitration shall apply to the arbitration. The arbitrator shall issue a decision within thirty (30) calendar days of the close of the hearing. By mutual written agreement, the parties may extend this time limit.
- (d) The expense of such arbitration (initial filing fee, cost of meeting room, if any, arbitrator's fee and expenses, and transcript cost, if any) shall be split equally between the parties.
- (e) The parties shall make reasonable efforts to schedule arbitration hearings promptly.

Section 6. In rendering a decision, the arbitrator shall be governed and limited by the provisions of this Agreement. The arbitrator shall have no authority to add to, subtract from, or modify this Agreement, or to decide matters outside the issue submitted to arbitration. In disciplinary cases, the remedy available to the arbitrator shall not exceed making the GA whole for the remainder of the GA's appointment period. The decision of the arbitrator shall be final and binding subject to statutory provisions.

Section 7. Failure at any step of this grievance procedure to appeal a decision within the specified time limits shall be considered acceptance by the GA and/or Union of the decision rendered and such decision shall be binding upon the GA and/or Union. Failure of the University to respond to any grievance during the time limits specified at any steps shall allow the member and/or Union to proceed to the next step. By mutual written agreement, the parties may extend the time limits in this Article.

Section 8. Only the Union may appeal denial of a grievance to arbitration.

Section 9. While final with respect to the matter itself, resolutions pursuant to Step 1 or Step 2 shall not constitute a precedent for any purpose.

## **ARTICLE 26**

### **SUBCONTRACTING**

The parties recognize that teaching, research and other activities performed by GAs have also been performed and will continue to be performed by others within the University, including faculty members (including adjuncts), visitors, undergraduates, post-doctoral individuals, vendors, laboratory technicians, research assistants, research associates and other employees. The University shall not, however, replace GAs with outside contractors or personnel from outside temporary agencies without bargaining with the Union over the decision to do so and any effects of such replacement.

## **ARTICLE 27**

### **UNION RIGHTS**

Section 1. To the extent permitted by the Family Educational Rights and Privacy Act (FERPA), the University shall provide the Union electronically with data about the bargaining unit as provided in this article. At the beginning of each semester, the University shall provide the Union electronically with the roster of the bargaining unit, including for each member: full name, home mailing address, employee identification number, appointment start date, appointment end date, job title, appointment type (teaching, research or teaching/research combination), percent appointment level, pay step (beginner, masters candidate, PhD candidate), bi-weekly stipend, work department or hiring unit, academic department, work location and department head. The University shall also update the roster at least monthly.

Section 2. The University will include in its template for GA offer letters a provision by which the GA consents to the disclosure of such information to the Union. Before implementing such language the University will provide it to the Union for review and comment. The Union agrees that it will not re-disclose in violation of FERPA any personally identifiable information from education records that it receives pursuant to this provision.

Section 3. The Union may use the University mail service under the current policy for registered organizations. Pursuant to the policy, the Union understands that it shall pay the regular rate, that its materials may not interfere with other official University obligations, and that such materials shall be accompanied by a statement that they are not official publications of the University.

Section 4. Following ratification and approval by the parties, the University shall publish the collective bargaining agreement on a designated website.

Section 5. The Union may continue to arrange for the use of University conference rooms and meeting space, consistent with applicable University practices and procedures.

Section 6. The University shall notify newly appointed GAs of their membership in the bargaining unit and shall supply them with the link for the Union's website where they may access membership information and forms.

Section 7. The Union shall furnish the University with a written list of the Union's officers and other authorized representatives and shall update the list when changes occur. The University shall deal with such individuals as representatives of the Union for purposes of investigating, presenting and settling grievances in accordance with the provisions of the collective bargaining agreement. Upon securing permission (such permission shall not be unreasonably delayed or denied) from a supervisor, the representative shall be permitted reasonable time to investigate, present and process grievances on University property during regular working hours. Such activities are not to disrupt University operations.

Section 8. A reasonable number of Union representatives shall be permitted access to areas of the campus that are open to the general public for the purpose of communicating and meeting with GAs, provided that the Union does not disrupt the operations of the University.

Section 9. The Union shall have the same right of access to post information on departmental bulletin boards as other external groups and individuals.

Section 10. If the University conducts an orientation of GAs at the University, School, College or department level, it shall inform the Union of the schedule for the orientation and permit the Union to use the meeting space for thirty minutes after the conclusion of such orientation to meet with GAs who wish to do so.

Section 11. The Union shall have access to Release Time of 20 hours during the summer for GA Release-Time, for up to two (2) GAs to serve as Release-Time Union Representatives in 10 or 20 hour increments. The Union shall have access to Release Time of 50 hours per semester in 10 or 20 hour increments. The Union will designate the individuals selected at least sixty (60) days in advance of the first day of instruction during each semester and 20 days before the summer term. The release time and support for a Release-Time Union Representative will end at any time that the individual's appointment as a GA ceases. In the event a vacancy in a Release-Time Union Representative position occurs during a semester, the University and Union will consult concerning arrangements for succession.

## **ARTICLE 28**

### **UNION-MANAGEMENT COMMITTEE**

The parties agree to establish a joint Union-Management Committee composed of up to eight (8) members. Up to four (4) members shall be designated by the University and up to four (4) members designated by the Union. At the request of one of the parties, the Committee shall meet at least once per academic term (Fall and Spring) to discuss matters affecting GAs covered

by this Agreement and other related issues that are not the subject of an active grievance. Agendas shall be mutually agreed to at least seven (7) business days prior to the meeting. The Committee may also convene at other times upon mutual agreement. No matter shall be submitted to the Committee once it has been made subject to the grievance or arbitration provision of this Agreement.

## **ARTICLE 29**

### **CONTINUATION OF SERVICES**

The Union and the University agree that any differences between the parties on matters relating to the Agreement shall be settled by the means provided in the Agreement. To that end, the University agrees that it will not lock out GAs and the Union agrees that it will neither call nor condone any strike, work stoppage or slowdown during the term of this agreement. The Union agrees that it will act immediately to disavow, prevent and bring about an immediate end to any activity in violation of this Article.

## **ARTICLE 30**

### **SEVERABILITY**

If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect. The parties shall bargain in good faith with respect to any provision found to be in contravention of the law.

## **ARTICLE 31**

### **DURATION**

This Agreement shall take effect upon the later of July 1, 2026, or legislative approval, and shall expire on June 30, 2030.

Negotiations for the successor to this Agreement shall commence according to the timetable established by Section 5-276a(a) of the General Statutes. The request to commence negotiations shall be in writing, including electronic mail.

## **ARTICLE 32**

### **LEGISLATIVE ACTION**

This Agreement shall require legislative approval in accordance with Section 5-278 of the General Statutes in order to become effective. For future successor agreements, the cost items contained in such agreements and any provisions that are in conflict with any statute or any

regulation of any state agency shall become effective in accordance with the procedures in Section 5-278.

## **ARTICLE 33**

### **TIME OFF**

Section 1. GAs with academic year appointments shall have a right to four (4) weeks (20 business days) of time off from expected duties. GAs appointed for less than an academic year shall have time off on a prorated basis. Any additional time off may be taken with the consent of the supervisor. There will be no reduction in pay or benefits for time off.

Section 2. Time off shall normally be taken during academic break periods when classes are not in session, but may be taken at other times when mutually agreed to by the GA and a supervisor. GAs who are required to work during academic break periods or wish to take time off when classes are in session must request time off in writing with as much advance notice as possible.

Section 3. The GA shall not be expected to work extra hours in advance or upon return in order to make up for the time off. Unused time off days shall not be rolled over to future appointments. There shall be no payout of unused time off days. This Article shall not be construed to prevent an arbitrator from making whole a GA who was denied time off up to 20 business days, in accordance with Sections 1 and 2.

Section 4. This Article covers the entirety of the subject of time off for GAs, and any and all prior agreements, discussions, past practices, or understandings between the parties pertaining to the subject matter herein are merged into and superseded by this Article. This Article also shall not be construed to require the University to assign additional duties for instructional GAs after the submission of final grades.

## **ARTICLE 34**

### **SUMMER/INTERSESSION GA APPOINTMENTS**

Section 1. The Parties recognize that Graduate Assistants (GA) may be appointed to extra-compensatory assignments that occur outside the normal academic year, and that these appointments are covered by the Agreement, including the provisions of this Article. Extra-compensatory assignments are defined as appointments occurring during the summer months or appointments occurring during the winter or May intersession that are separate and distinct from Fall or Spring semester appointments.

Section 2. Each offer for an extra-compensatory appointment shall be made by the University in writing and shall include information generally consistent with the requirements of Article 5. However, the Parties recognize that these appointment letters may be adapted to the unique nature of extra-compensatory appointments.

Section 3. Extra-Compensatory Research Appointments.

- (a) GAs appointed to extra-compensatory research assignments may be appointed to terms between 2 and 12 weeks and will be classified as a Graduate Student Technician.
- (b) The biweekly stipend rate shall be at least equivalent to the stipend rate received during the preceding academic year pursuant to Article 21 of this Agreement. The percentage appointment during this period need not match the percentage appointment during the preceding academic year, and the stipend will be prorated to reflect the Full Time Equivalent percentage appointment. Departments are, however, encouraged to appoint GAs at the same percentage and length as Fall/Spring when funding is available.
- (c) Extra-Compensatory assignments shall not include obligations that are required of an individual graduate student as part of their academic program of study.

Section 4. Extra-Compensatory Instructional Appointments.

Graduate students appointed to extra-compensatory instructional assignments shall be paid according to the following provisions:

- (a) A GA appointed to serve as instructor of record (IOR) shall be paid in accordance with Section 5, paid in bi-weekly installments during the appointment period, and will be considered a full GA for that period and classified as a Graduate Special Payroll Lecturer. The Parties recognize that for courses of very short duration during the May and January intersessions, the average hours expected of an IOR shall be proportionally higher than of a GA appointed as an IOR during a summer session.
- (b) A GA appointed to work in an instructional support capacity (not as an IOR) shall be appointed at an FTE percentage equivalent commensurate with the nature of the duties performed and paid at least the minimum per credit rate for the credit equivalent according to the following schedule:

GA FTE Percentage Equivalent	Credit Equivalent
100%	3
67%	2
33%	1

- 1. 1 Credit: This is the most common level and shall include basic support for a course, including, but not limited to, overseeing a single lab section, overseeing a single discussion section, acting as a grader for a course, or providing basic support to an online.

2. 2 Credit: This is a less common level and shall include support to a course which exceeds the basic level of support provided at the 1-credit level, including but not limited to, leading a lab section and grading writing for a Q/W course or providing support to an online course whose enrollment cap has been increased significantly from the standard summer class size.
3. 3 Credit: This is the least common level and shall include support to a course which includes the full range of activities typical of and at the level of an IOR, including, but not limited to, providing support to an online course whose enrollment has been intentionally set at least 15 students higher than the standard summer class size.

- (c) The GAs in Section 4b shall be paid in bi-weekly installments during the appointment period and be classified as a Graduate Instructional Specialist and shall be paid at least the same credit-level for an equivalent position and its associated duties as in previous extra-compensatory appointments.
- (d) The workload of extra-compensatory instructional assignments shall not exceed that of an equivalent appointment during the academic year pursuant to Article 10.
- (e) If a class that an IOR has not previously taught during the summer or intersession is cancelled, the IOR will receive \$375 per credit as compensation for course preparation.

Section 5. Minimum per credit rate.

The minimum per credit rate, upon which the above amounts will be paid to GAs in extra-compensatory instructional appointments, shall be at least as follows:

Effective Date	Per Credit Rate
August 23, 2026	\$2,086.87
August 23, 2027	\$2,180.77
August 23, 2028	\$2,273.46
August 23, 2029	\$2,360.98

Section 6. The Parties agree that no GA shall be entitled to subsidized health insurance solely by virtue of an extra-compensatory appointment.

Section 7. Leaves of Absence

- (a) The Parties agree that no GA shall be entitled to leave under Article 15, Section 4 solely by virtue of an extra-compensatory appointment.
- (b) Except in cases of emergency circumstances, the Parties agree that no GA shall be entitled to leave under Article 15, if the requested leave would result in the GA being on leave during the entirety of the appointment period.

- (c) The Parties agree that the personal leave days provided in Article 15, Sections 1 and 2 shall be prorated for extra-compensatory appointments as follows:
  - (i) GAs with an extra-compensatory appointment of at least five (5) weeks shall receive one (1) day of leave during the term of the appointment.
  - (ii) GAs with an extra-compensatory appointment of at least twelve (12) weeks shall receive two (2) days of leave during the term of the appointment.
- (d) Consistent with Article 15, requests for personal leave are subject to the approval of the appropriate faculty member or other supervisor.
- (e) Additional leave may be granted pursuant to Article 15.

Section 8. GAs are not entitled to time off during summer/intersession appointments, except for research appointments as authorized by a supervisor in their sole discretion.

Section 9. Graduate students sometimes accept employment in student labor positions unrelated to their academic program, e.g., groundskeepers, food service workers, clerical workers. Graduate students working in such positions are not members of the bargaining unit, and provisions of this agreement do not apply to their employment.

## **ARTICLE 35**

### **INTERNATIONAL GA RIGHTS**

Section 1. The University commits to the following:

1. Unless permitted by law, legal process, or regulations, the University will not provide personally identifiable information (as defined in 34 C.F.R. § 99.3) about a GA, without the GA's consent.
2. The University shall provide guidance regarding possible contact with law enforcement, federal agents, or immigration officials, seeking to enter a non-public space on campus, including a point of contact (university office or official) responsible for monitoring any such activity. The University shall inform bargaining unit members of any changes to this guidance.

Section 2. To the extent permitted by law, the University shall notify a GA who is the subject of a request for student records information related to the GA's immigration status from the U.S. Department of Homeland Security or any of its affiliated agencies when it becomes aware of the request.

Section 3. In the event the University becomes aware of a civil immigration investigation by the U.S. Department of Homeland Security or any of its affiliated agencies regarding a GA,

the University shall send the impacted GA contact information for the Union and a link to its website, to the extent permitted by law. The Union shall provide the University with such appropriate information.

Section 4. The University agrees that International GAs may apply to the Graduate School Emergency Fellowship outside of the regular application window for the purposes of costs incurred in connection with emergency immigration issues.

Section 5:

- a. If a Graduate Assistant loses work authorization for reasons outside of the Graduate Assistant's reasonable control, or if the University is not able to lawfully employ or continue to employ a Graduate Assistant as a result of the Graduate Assistant's immigration status for reasons outside of the Graduate Assistant's reasonable control, the University shall meet with the Union and the affected Graduate Assistant to discuss continuity of employment or re-employment options into their prior position or another position if previous position is unavailable.
- b. Where immigration-related processing delays for reasons outside of the Graduate Assistant's reasonable control prevent the timely start or continuation of employment, the University shall meet with the Union and the GA, upon request, to discuss potential bridge funding or other forms of hardship assistance.
- c. The University agrees to make reasonable efforts to re-employ the GA as soon as possible after that person obtains work authorization or immigration status that lawfully permits them to work as a GA. Such timing of re-employment shall depend on several academic factors, which are not grievable, including the academic calendar. The timing of re-employment may also depend on other factors such as the availability of lab space and research funding.
- d. In cases where a GA is unable to return to the United States as a result of their immigration or documentation status for reasons outside of their reasonable control, in the University's sole discretion, the University will allow the GA to perform their duties outside the U.S., if legally permissible and operationally feasible.

Section 6. Leave for Immigration and Visa Matters

1. The University may grant Non-Citizen Graduate Assistants up to 60 calendar days of unpaid, job-protected leave per academic year for the purpose of maintaining, renewing, or adjusting immigration status or work authorization, consistent with the provisions of Article 15.
2. Such leave shall not affect reappointment eligibility.

Section 7. Any determination made under this Article is not subject to arbitration under Article 25 - Grievance and Arbitration, except with respect to Sections 5a, 5b, and 6. In such cases, any review of the University's determination shall be limited to whether the University's decision

was arbitrary or capricious.

## **ARTICLE 36**

### **ONBOARDING**

The University will provide onboarding resources for GAs in an accessible format for the duration of this Agreement. Through the Union Management Committee the Union may discuss the onboarding resources and provide recommendations to the University.

## **ARTICLE 37**

### **ACADEMIC FREEDOM**

Section 1. The University 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 as described in the University of Connecticut By-Laws under Article XIII, as may be amended from time to time.

Section 2. GAs have academic freedom on matters relevant to the subject and purpose of their appointment, in coordination and consultation with their appointment supervisor and applicable institutional policies not inconsistent with the above. Academic freedom is the freedom to present and discuss all relevant matters in and beyond the classroom, to explore all avenues of scholarship, research, and creative expression, and to speak or write without any censorship, threat, restraint, or discipline by the University in the performance of one's teaching, research, publishing, and other assigned duties.

Section 3. GAs shall have the right to express themselves as members of society or as representatives of their fields of instruction, study, or research, including the right to address any matter of institutional governance, policy, or action. GAs shall be free from institutional censorship or discipline when speaking or writing as members of society, but their special position in the community imposes special obligations. As scholars, GAs should remember that the public may judge their profession and their institution by their utterances. Hence, GAs should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that the GA does not speak for the institution.

Section 4. This article is a statement of intent and policy and is not subject to the contractual Grievance and Arbitration procedure (Art. 25). Discipline will not be used to restrain a GAs' exercise of academic freedom. Academic freedom may be used as a defense in any disciplinary proceeding.

## **ARTICLE 38**

### **ARTIFICIAL INTELLIGENCE GOVERNANCE AND POLICY PARTICIPATION**

The Union shall be permitted to designate one member of the bargaining unit to serve on the artificial intelligence council, when such council is formed. The council shall be constituted no later than July 1, 2026.

**ARTICLE 39**

**SIGN OFF**

For the GEU-UAW:

For the Board of Trustees for  
The University of Connecticut:

---

Grace Easterly

---

Radenka Maric, President

GEU-UAW NEGOTIATING TEAM

UCONN NEGOTIATING TEAM

Amy Fehr  
Grace Easterly  
Alexander Kueny  
Marcus Harris  
Marie Nour Nakhle  
Anika Agrawal  
Brenden Ferland  
Claire Nieder  
Alexander Blagojevic  
Lily Luo  
Olivia Bradberry  
Lincoln Hirn  
Anne Gilewski  
Musawir Abrar  
Jimmy Palmer  
Erin Egersheim

Joshua Nadreau  
Kelly Bannister  
Alison Cutler  
Ryan Gribbin-Burket  
Leslie Shor  
Mansour Ndiaye  
Ellen Lowe

# APPENDIX A

# Supplemental Description of Duties – Research Assistant

Grant name and number: \_\_\_\_\_

Supervisor: \_\_\_\_\_

Graduate assistant: \_\_\_\_\_

The items checked below describe the duties that are required as part of this assistantship.

<input type="checkbox"/> Prepare materials for Human Subjects Review Board	<input type="checkbox"/> Analyze data
<input type="checkbox"/> Recruit subjects	<input type="checkbox"/> Keep accurate records of experimental/observational data
<input type="checkbox"/> Interview subjects	<input type="checkbox"/> Provide access to all project-related data for supervisor
<input type="checkbox"/> Prepare materials for Animal Care and Use Committee	<input type="checkbox"/> Manage and respond to project-related communications
<input type="checkbox"/> Feed and care for subject animals	<input type="checkbox"/> Prepare website materials
<input type="checkbox"/> Clean animal cages	<input type="checkbox"/> Maintain (update) website materials
<input type="checkbox"/> Monitor subject animals	<input type="checkbox"/> Prepare articles, reports, and/or presentations
<input type="checkbox"/> Administer drugs, hormones, or other chemicals	<input type="checkbox"/> Review literature
<input type="checkbox"/> Perform surgical procedures	<input type="checkbox"/> Prepare materials for grant submission
<input type="checkbox"/> Perform euthanasia	<input type="checkbox"/> Supervise undergraduate students
<input type="checkbox"/> Prepare materials for laboratory	<input type="checkbox"/> Maintain records on undergraduate student performance
<input type="checkbox"/> Perform experiments	<input type="checkbox"/> Maintain undergraduate student attendance records
<input type="checkbox"/> Request or acquire necessary equipment	<input type="checkbox"/> Duties noted with an asterisk [*] may require in-person presence when the University cancels or delays classes, or closes business operations.
<input type="checkbox"/> Develop and construct lab equipment	
<input type="checkbox"/> Clean laboratory and equipment	
<input type="checkbox"/> Wash glassware	
<input type="checkbox"/> Order equipment	
<input type="checkbox"/> Oversee budget	

Perform other research-related duties described here as assigned. \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Research assistant signature: \_\_\_\_\_

Supervisor signature: \_\_\_\_\_

Date: \_\_\_\_\_

\* By signing this document, the research assistant acknowledges that international students holding an F-1 or J-1 visa will not work more than 20 hours per week when classes are in session.

# Supplemental Description of Duties – Teaching Assistant

Course number and section: \_\_\_\_\_

Supervisor: \_\_\_\_\_

Graduate assistant: \_\_\_\_\_

Course meeting times: \_\_\_\_\_

Course location: \_\_\_\_\_

Course modality: \_\_\_\_\_

Maximum number of students  
per section \_\_\_\_\_

The items checked below describe the duties that are required as part of this assistantship.

- \_\_\_\_\_ Attend lectures
  - \_\_\_\_\_ Present \_\_\_\_\_ lectures
  - \_\_\_\_\_ Instruct \_\_\_\_\_ sections/labs per week
  - \_\_\_\_\_ Preparation
  - \_\_\_\_\_ Hold \_\_\_\_\_ office hours per week
  - \_\_\_\_\_ Supervision/TA meeting \_\_\_\_\_ hours per week
  - \_\_\_\_\_ Read and evaluate \_\_\_\_\_ papers per student
  - \_\_\_\_\_ Grade \_\_\_\_\_ exams. Specify proportion of grading if not 100% \_\_\_\_\_
  - \_\_\_\_\_ Prepare drafts of narrative evaluations and/or make grade recommendations for students in TA section or lab
  - \_\_\_\_\_ Provide individual and/or group tutoring
  - \_\_\_\_\_ Maintain/submit student records (e.g., grades)
  - \_\_\_\_\_ Complete required TA training
  - \_\_\_\_\_ Husky-CT related work
  - \_\_\_\_\_ Perform other class-related duties described here as assigned. \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Teaching assistant signature: \_\_\_\_\_

Supervisor signature: \_\_\_\_\_

Date: \_\_\_\_\_

\* By signing this document, the teaching assistant acknowledges that international students holding an F-1 or J-1 visa will not work more than 20 hours per week when classes are in session.

# **APPENDIX B**



## A Resource for Graduate Assistants

UConn Graduate Employee Union, UAW Local 6950

Please get in touch with us at [uconngradunion@gmail.com](mailto:uconngradunion@gmail.com)

The Graduate Employee Union (GEU) and the University share a commitment to an inclusive campus community free of any form of discrimination or harassment. Our union contract with the University ensures that GAs have the option of pursuing various avenues of recourse in instances of discrimination or harassment. A GA may pursue a complaint through any and all of the following procedures:

- The Grievance Procedure in the contract between our Union and the University
- The procedures administered by the University and its Office for Inclusion and Civil Rights (“OICR”)
- State and federal offices that handle complaints about discrimination

The Union can advocate on your behalf. The OICR’s role is investigatory and does not represent the Complainant or the Respondent. If you have experienced discrimination and/or harassment, we encourage you to seek help from the Union. If you so desire, a Union representative will work with you as your advocate. Whether you are going through our grievance process, state/federal processes, or the OICR process, a union representative can provide experience, support, and help you navigate systems that otherwise can seem complex and confusing.