

ARTICLE 13

MEMBERS OF THE UNIT NOT IN A TENURE TRACK

~~{This Article was amended and opened for renegotiation by the June 2,
2011
Memorandum of Agreement. See, infra, at pg.
65.}~~

~~{This Article was superseded and replaced in its entirety by the May 16,
2012
Memorandum of Agreement. See, infra, at pg. 77. Revisions have been noted herein
as
{additions} and
deletions.}~~

~~{New appointments to Cooperative Extension Educator titles are covered by Article
13 pursuant to a Memorandum of Agreement. See, infra, at pg. 85. These titles have
been added to Article 13.1 below and noted as {additions}.}~~

13.1 This article pertains to employees in the following titles: ~~Academic Assistant,~~
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,
Coach, Trainer, Specialist I, II, III, IV, and all faculty with In-Residence titles.

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

A. New bargaining unit members not in a tenure track shall serve a one-
year probationary period. In the event the probationary employee is dismissed before the end
of his/her probationary period, he/she shall receive one month's notice or pay in lieu thereof.

B. Following the completion of the probationary year, bargaining unit
members not in tenure track shall be eligible for one-year appointments up to a maximum of
five (5) such one-year appointments. Beginning the seventh year, or prior to the seventh year
upon recommendation of the department and approval by the dean, reappointed members of
the bargaining unit shall receive multi-year contracts of between three (3) and five (5) years in
duration. Commencing with the first multi-year contract, subsequent appointments shall be
for three (3) or more years, ~~nonrenewal shall be grievable according to the procedures and
standards of dismissal for cause and notice shall be afforded according to the schedule listed
in 13.5 below.~~ Grievances arising out of a decision not to renew a multi-year appointment
may be brought pursuant to the grievance procedure provided in Article 10. In any such
grievance, the grievant shall bear the burden of demonstrating by a preponderance of evidence
that the non-renewal was the result of a University violation of the contract or a written policy
of the University.

C. Unless otherwise specified in this paragraph, neither the dismissal of the bargaining unit member during his/her probationary period nor the non-renewal of the bargaining unit member prior to receiving a multi-year appointment shall be grievable under any article of this agreement or under the University of Connecticut ~~Laws and By-Laws, April 25, 2012 of the University as may be amended from time to time.~~ Dismissal or non-renewal of a bargaining unit member following successful completion of at least three consecutive years of service shall be grievable under Article 5 (Non-Discrimination) only. In such cases, the AAUP shall have the burden to demonstrate that the non-renewal violated Article 5.

13.3 Evaluation System

The parties agree that the purpose of an evaluation system is to ensure the quality of job performance and to inform decisions regarding reappointment and promotion in rank.

13.4 Evaluation Procedures

1. All formal evaluations shall be conducted in accordance with procedures developed by each school or college. Evaluation procedures shall be in writing and shall not solely rely upon student evaluations. Schools and colleges shall establish and publish such evaluation procedures on or before December 31, 2012. Subsequent changes in such procedures shall also be published.
2. Written evaluations shall be shared with the bargaining unit member within fourteen (14) calendar days of the time they are completed. The staff member shall sign the evaluation solely for the purpose of acknowledging that he/she has read it and shall be given a copy for his/her records.
3. An employee shall have the right to append a response to his/her evaluation.

13.5 Notice of Termination

In the event of ~~non-continuation of a program~~ programmatic change, low course enrollment, or bona fide fiscal constraints bargaining unit members not in tenure track positions shall be entitled to notice of termination or salary in lieu thereof, during the term of any contract, according to the following schedule:

- Probationary employees shall receive one month's notice;
- After one (1) year of non-probationary employment: three (3) months' notice;
- After continuous non-probationary employment between two (2) and five (5) years: six months' notice;

- After receiving a multi-year contract: 10 months' notice.

Dismissal for cause is not subject to the above schedule.

~~13.6 — Head Coaches and Assistant Coaches~~

~~The following applies only to sports which hire both head coaches and assistant coaches and substitutes for section 13.2 and 13.5 of Article 13 which would no longer apply to head coaches and assistant coaches:~~

~~A. — Head coaches and assistant coaches may be hired and/or renewed for multiple year contracts. However, in no case may an assistant coach be hired or renewed for a term longer than the head coach in his/her sport.~~

~~B. — In those instances where a head coach has a five year appointment, the assistant coaches in that sport may be appointed to varying employment terms which coincide with the employment term of the head coach. When a head coach leaves for any reason before the end of his/her contract, assistant coaches may be terminated. The following notice periods shall apply: employees with less than one year's service shall receive three months' notice or pay and health care benefits in lieu of notice; for employees with over one year's service, six months' notice or pay and health care benefits in lieu of notice.~~

~~13.7 — Academic Assistants~~

~~Academic Assistants shall be entitled to leaves with pay according to the following schedule:~~

~~A. — Annually 22 days maximum for vacation will be taken at a time mutually agreed to by the supervisor and the employee.~~

~~B. — Legal holidays as enumerated below:~~

~~New Year's Day, Martin Luther King Day, Lincoln's Birthday,
Washington's Birthday, Good Friday, Memorial Day, Fourth of July,
Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day,
Christmas.~~

~~[Section B previously was amended by Memorandum of Agreement No.~~

~~9.~~

~~*See, infra, at pg. 60*~~

~~C. — If a holiday falls on a day when a person is expected to be on duty, he/she will earn a compensatory day off to be taken at a time mutually agreed to by the supervisor and the employee.~~

~~D. — Sick Leave~~

~~Decisions concerning sick leave for personal illness will be handled by the administration in conformity with the University Laws and By Laws, (Revised April 25, 2012) Section XIV.L.4. Employees may be required to provide an acceptable medical certificate. There will be no accruals of sick leave or vacations beyond the end dates of a grant or contract.~~

~~E. — Effective August 23 of each year of the contract each Academic Assistant shall be credited with one day of personal leave to be taken as needed for the conduct of personal business or religious observance. As much advance notice as possible will be given to the supervisor or manager when personal leave is taken. Leave not taken will be neither accrued nor compensated.~~

13.6 Notice of Non-Renewal

Bargaining unit members not in tenure track shall be entitled to notice of non-renewal or salary in lieu thereof according to the following schedule:

- Probationary employees shall receive 14 days' notice.
- After continuous employment between one (1) and three (3) years, employees shall receive 30 days' notice.
- After continuous employment between three (3) and six (6) years, employees shall receive three (3) months' notice.

~~13.8~~ 13.7 Dismissal for Just Cause

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

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, except for serious misconduct, dismissal {of a non-probationary employee or non-renewal of an employee following a multi-year appointment} should occur only as the final step in a progressive disciplinary system and each instance of misconduct shall be judged solely on its own factual merits. The level of proof shall be a preponderance of the evidence. The parties acknowledge that the principles of academic freedom as provided in Article 3 apply to tenure-track and non-tenure track faculty members.

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

1. Neglect of assigned responsibilities;
2. Insubordination or noncompliance with the University of

Connecticut Laws and By-Laws, (~~Revised April 25, 2012~~) as may be amended from time to time, the Code of Ethics for Public Officials (Chapter 10 of the Connecticut Statutes), or with University, State, or Federal Regulations governing research or NCAA rules and regulations;

3. The use of fraud, collusion, concealment, or misrepresentation of a fact material to obtaining employment with the University and/or obtaining tenure, promotion, salary increase, or other benefit;
4. Sexual harassment, serious misconduct, or other conduct which impairs the rights of students or other employees;
5. Repeated, documented failure to meet generally-accepted satisfactory standards of job performance based on written evaluations conducted in accordance with Article 13.4 above.

B. Procedures to be followed for ~~written warnings, reprimands,~~ dismissal, demotion in rank and/or salary, or suspension without pay or non-renewal following a multi- year appointment.

1. The bargaining unit member shall receive in writing a statement of the reasons for the action being recommended.
2. Within seven (7) calendar days of receiving the written statement (B.1), the staff member may request a hearing before his/her Dean or Director or designee with an AAUP representative present, should the staff member so desire. This hearing shall be held within seven (7) calendar days of the employee's request.
3. Within seven (7) calendar days of receiving the recommendation in B.2 above, the staff member shall have the right to appeal to the Provost or his/her designee. At such appellate hearing, the staff member shall have the right to be represented by the AAUP.
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. Supervisors may issue written warnings and reprimands following discussion with the bargaining unit member, which member may request attendance of an AAUP representative present. Warnings, reprimands, and other less severe discipline shall be grievable through steps B.2 and B.3 above- steps 1 and 2 of Article 10, but shall not be grievable to arbitration.

CD. Immediate Suspension and Loss of Salary

1. If the University judges that the grounds for dismissal or discipline require the immediate suspension of the staff member, the suspension shall be with pay until the hearings described in B.2 and B.3 above have taken place, or the opportunity to have such hearings has been afforded to the grievant.
2. ~~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 B.4, whichever is sooner.~~

DE. The procedures outlined above for discipline or dismissal for misconduct supersede those set forth in Sections XIV, G, H, and S of the University of Connecticut Laws and By-Laws, (Revised April 25, 2012) as may be amended from time to time.

EF. The parties agree that whenever the PTR procedures are used for promotion and/or reappointment for employees not in tenure track (13.4) 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 PTR process be construed as falling under this Article.

13.913.8 In cases where the non-probationary bargaining unit member claims that his/her procedural rights under 13.4 of this article have been violated, the final decision may be appealed only on procedural grounds under the terms of Article 10 of this agreement.

Tentative Approval

AAUP

_____/_____/_____
Date

University of Connecticut

_____/_____/_____
Date