

## NEW ARTICLE

### COACHES AND TRAINERS

This article pertains to employees in the following titles: head coaches, assistant coaches, strength/conditioning coaches, athletic trainers, directors of administration/operations and other related sport program titles.

A. Head coaches and assistant coaches may be hired and/or renewed for multiple year contracts. Strength/Conditioning coaches, athletic trainers, directors of administration/operations and other related sport program titles that have been designated or appointed to have primary responsibilities with a sport program may be hired or renewed for multiple year contracts. However, in no case may an assistant coach, strength/conditioning coach, athletic trainer, director of administration/operations or any other related sport program position be hired or renewed for a term longer than the head coach in his/her sport. In situations where the contract term for an existing coach has expired, the terms and conditions of the previous contract may be applicable and remain in effect until a new agreement is in place so long as the parties agree prior to the expiration of the existing contract term.

B. In those instances where a head coach has a five-year appointment, the assistant coaches, strength/conditioning coaches, athletic trainers, directors of administration/operations and related titles in that sport may be appointed to varying employment terms which coincide with the employment term of the head coach. When a head coach is separated for any reason before the end of his/her contract, assistant coaches, strength/conditioning coaches, athletic trainers, directors of administration/operations and other related sport program titles that have been designated or appointed to have primary responsibilities with a sport program may be terminated with the following notice. The following notice periods 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.

C. At the discretion of the University, an athletics employee (head coaches, assistant coaches, strength/conditioning coaches, athletic trainers, directors of administration/operations, and other related sport program titles) who is required to utilize a wireless communication device to perform his/her 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.

D. 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 of a head coach, assistant coach, strength/conditioning coach, athletic trainer, director of administration/operations or other related sports program title should occur only as the final step in a progressive disciplinary system and each instance of misconduct shall be judged solely on its own factual situation merits. The level of proof shall be a preponderance of the evidence. ~~The parties acknowledge that the principles of academic freedom as provided in Article 3 apply to tenure-track and non-tenure track faculty members.~~

A. ~~Discipline, or dismissal, and non-renewal of a multi-year appointment during the term of any contract 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), with the Code of Ethics for Public Officials (Chapter 10 of the Connecticut Statutes), or with NCAA rules or regulations ~~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 during the term of any contract 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 (BD.1), the staff member may request a hearing before ~~his/her Dean or Director~~ the Deputy Director of Athletics or his/her 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 BD.2 above, the staff member shall have the right to appeal to the ~~Provost~~ Director of Athletics 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~~ Director of Athletics or designee to demote, suspend without pay or dismiss may be appealed to arbitration on the merits under Article 10 of this agreement.

Supervisors may issue written warnings and reprimands following discussion with the bargaining unit member, which member may request attendance of an AAUP representative. Warnings, reprimands, and other less severe discipline shall be grievable through steps B.2 and B.3 above 1 and 2 of Article 10 but shall not be grievable to arbitration.

~~C. 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.~~
- ~~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.~~

~~D. The procedures outlined above for discipline or dismissal for misconduct supersede Sections XV, E, F, G, H, and S [XIV, G, H, and S] of the University of Connecticut Laws and By-Laws, (Revised June 20, 2006 [April 25, 2012]).~~

~~E. The parties agree that whenever the PTR procedures are used for promotion and/or reappointment for employees not in tenure track (13.4.B) 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.~~

E. Notice of Non-Renewal

1. Assistant coaches, strength/conditioning coaches, athletic trainers, directors of administration/operations and other related sport program titles that have been designated or appointed to have primary responsibilities with a sport program shall be entitled to notice of non-renewal or salary in lieu thereof according to the following schedule:

o Employees with less than one (1) year's service shall receive three (3) months' notice;

o Employees with over one (1) year's service shall receive six (6) months'.

2. Non-renewal of a contract at the expiration of an appointment term shall not be grievable.

**Tentative Approval**

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AAUP

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Date

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University of Connecticut

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Date