

UNIVERSITY'S RESPONSE TO INACCURATE INFORMATION DISSEMINATED BY  
THE AAUP REGARDING UNIVERSITY BARGAINING PROPOSALS

November 11, 2015

Recent posts and communications by the AAUP do not accurately characterize what the University has proposed or is hoping to accomplish during the collective bargaining process for a new AAUP contract to replace the one that will expire on June 30, 2016.

The University recommends that you review the proposals made by the parties yourself and make your own assessment. Since the process has just begun and still has a ways to go, the proposals will certainly evolve over time and the ultimate agreement that is reached will likely be different than the parties' initial proposals.

With that said, it is important to respond to the AAUP's recent posts and communications. The AAUP's comments are in bold below and the university's responses follow:

**If you believe you have had your Academic Freedom violated, you have no contractual right to grieve the violation – Administration proposal, Article 3**

In the event a faculty member is charged with misconduct, the faculty member always has the right to raise Academic Freedom as a defense, and that defense can be raised in a grievance or arbitration proceeding under the collective bargaining agreement.

The University has proposed no substantive changes to Article 3 "Academic Freedom" and seeks to retain the existing language that has been in the contract for many years. The University fully endorses the principles of academic freedom as provided in our By-Laws which explicitly provide:

All members of the faculty, whether tenured or not, are entitled to academic freedom as 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.

Complaints alleging infringements of academic freedom can be remedied through the faculty grievance procedure provided in the By-Laws. The faculty grievance procedure provides for a review of the alleged infringement by the Committee of Three which is comprised of faculty peers elected by the University Senate. The University believes this is a more appropriate process to address allegations of academic freedom infringement than the administrative review and labor arbitration process provided in the contractual grievance procedure.

**You have no protections against discrimination under the AAUP contract. – Administration proposal Article 5 9/25/15**

Faculty claims of discrimination, discriminatory harassment, and retaliation based on protected status (race, sex, age and other protected classes as provided in state and federal law) must be investigated by the University's Office of Diversity and Equity pursuant to state law. Moreover, any UConn employee always can bring employment-related claims under federal and state law, or to the state Commission on Human Rights & Opportunities and/or the U.S. Equal Employment Opportunities Commission. Again, it is the University's view that these avenues are more appropriate to resolve discrimination claims, which are often made against other members of the bargaining unit, than a grievance and arbitration procedure designed to resolve alleged labor contract violations.

**The administration will have greatly increased powers to make decisions on appointment, non-reappointment, tenure, promotion, dismissal, academic standards, budgeting, organizational structure and selection, direction and evaluation of personnel.**

The University has proposed to strengthen shared governance by placing academic and governance matters with the University Senate, schools, colleges, academic departments, and the administration as provided in the By-Laws. Moreover, the University's proposal specifically provides that "all written policies and procedures that impact mandatory subjects of bargaining will be changed only by agreement of the University and the AAUP."

Finally, the University proposal on governance, Article 4, includes the following statement from the current collective bargaining agreement:

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 for resolving academic matters, through the organization divisions of the University, the University Senate, the Administration and the Board of Trustees.

**This includes the unilateral implementation of any type of post-tenure review - Administration proposal Article 7-10/29/[15]**

The University has not made a proposal on post-tenure review and does not intend to implement a post-tenure review process without bargaining with the AAUP.

**The administration will have the full force and ability to implement any policy or procedure without AAUP input or prior discussion. Administration proposal Article 8 – 10/29/15**

In Article 8, the University has specifically proposed that all policies and procedures that impact mandatory subjects of bargaining will be changed only by agreement of the University and the AAUP. The University has also proposed in that Article that it will notify the AAUP of any and all changes to written policies and procedures that affect its members, even if they do not impact terms and conditions of employment.

The University's proposal will not bypass obligations to negotiate changes to working conditions with the AAUP.

**The AAUP loses access to the President of the University – Administration proposal Article 9 – 10/29/15**

The University's proposal provides for meetings between the AAUP and the President or a designee at least once per semester, or more frequently by mutual agreement. The University's proposal also provides for the parties to meet monthly to discuss matters of official concern including long-range planning and matters relative to the collective bargaining agreement.

**In Department Head selections, the Dean unilaterally decides who will serve on the search committee and has increased powers over Department Heads- Administration Proposal Article 15 – 10/29/15**

The current agreement provides that the dean appoints members of a department head search committee. The University's current proposal requires that the dean appoint the search committee, but that a majority of the search committee must come from within the department. The proposal also prohibits a dean from appointing a department head who has not been recommended by the committee. The proposal does formalize what has been the parties' practice with respect to chairs serving at the pleasure of the dean.

**The AAUP will not be allowed to select a faculty member as an observer on any university committee related to long range planning negotiable under our collective bargaining agreement. Administration Proposal Article 16 – 10/29/15**

As stated previously, the University's "Meet and Confer" proposal requires the parties to meet monthly, upon request, to discuss matters of official concern including long-range planning and matters relative to the collective bargaining agreement. Faculty have routinely served, and will continue to serve, on long range and strategic planning initiatives.

**If you are denied tenure by the Provost, an essential appeal process you are granted through the AAUP is eliminated – Administration Proposal – Elimination of MOA #3 – 10/29/15**

The University has proposed to eliminate, MOA #3, a seldom used and cumbersome appeal process for faculty members who have been denied tenure or reappointment under certain unique circumstances. The Tenure Appeal Process provided in the collective bargaining agreement is also duplicative of the appeal process provided in the University By-Laws which provides for an extensive review by the Committee of Three. The parties are currently in discussions concerning MOA #3.