

NEW ARTICLE

COACHES AND TRAINERS

This article pertains to employees in the following titles: head coaches; associate head coaches; assistant coaches; strength/conditioning coaches; athletic trainers whose primary responsibilities involve the men's basketball program, women's basketball program, or football program (referred to hereafter collectively as "Basketball and Football Trainers"); and directors of administration/operations.

A. Head coaches, associate head coaches and assistant coaches may be hired and/or renewed for multiple year contracts. Strength/conditioning coaches, Basketball and Football Trainers, and directors of administration/operations may be hired or renewed for multiple year contracts. However, in no case may an assistant coach, associate head coach, strength/conditioning coach, Basketball and Football Trainer, or director of administration/operations 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, associate head coaches, strength/conditioning coaches, Basketball and Football Trainers, directors of administration/operations 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, associate head coaches, strength/conditioning coaches, Basketball and Football Trainers, and directors of administration/operations 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, a head coach, associate head coach, assistant coach, strength/conditioning coach, Basketball or Football Trainer, or director of administration/operations 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**

University Proposal
March 31, 2017

(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 head coach, assistant coach, associate head coach, strength/conditioning coach, Basketball or Football Trainer, or director of administration/operations, during the term of an employment contract, 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.~~

1. Discipline or dismissal, and non-renewal of a multi-year appointment during the term of an employment contract shall be for just cause such as:
 - i. Neglect of assigned responsibilities, incompetence, failure to meet satisfactory standards of job performance, or failure to fulfill professional commitments;
 - ii. Insubordination or noncompliance with the University of Connecticut Laws and By-Laws, (Revised April 25, 2012 August 5, 2015), 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;
 - iii. 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;
 - iv. Sexual harassment, serious misconduct, or other conduct which impairs the rights of faculty, students, employees, or other employees others who are engaged with the University in its business or operations;
 - v. Repeated, documented failure to meet generally-accepted satisfactory standards of job performance based on written evaluations conducted in accordance with Article 13.4 above.
2. Procedures to be followed for written warnings, reprimands, dismissal, demotion in rank and/or salary, or suspension without pay during the term of an employment contract; or non-renewal following a multi-year appointment.

- i. The bargaining unit member shall receive in writing a statement of the reasons for the action being recommended.
 - ii. Within seven (7) calendar days of receiving the written statement (D.2.i), the staff bargaining unit member may request from the Director of Athletics or his/her designee a hearing before his/her Dean or designee with an UConn-AAUP representative present, should the staff bargaining unit member so desire. This hearing shall be held within seven (7) fifteen (15) calendar days of the employee's written request. The Office of the Director of Athletics shall issue a written recommendation following the hearing within seven (7) calendar days.
 - iii. Within seven (7) calendar days of receiving the recommendation in D.2.ii above, the staff bargaining unit member shall have the right to submit a written appeal to the Provost President or his/her designee. At such appellate hearing, the staff bargaining unit member shall have the right to be represented by the UConn-AAUP. The Office of the President shall issue a written decision following the appellate hearing.
 - iv. The decision of the Office of the President Provost or designee to demote in rank and/or salary, suspend without pay or dismiss may be appealed to arbitration on the merits under Article 10 of this agreement.
3. A Deputy Director of Athletics 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 an AAUP representative. The bargaining unit member shall have the right to file with the Director of Athletics a written appeal of written warnings, reprimands, and other less severe discipline. Such discipline, however, shall not otherwise be grievable. Warnings, reprimands, and other less severe discipline shall be grievable through steps B.2 and B.3 above but shall not be grievable to arbitration.
- C.E. Immediate Suspension and Loss of Salary
1. If the University Director of Athletics or more senior official judges that the grounds for dismissal or discipline require the immediate suspension of the staff bargaining unit member, the suspension shall be with pay until the hearings described in D.2.ii and D.2.iii above have taken place or the opportunity to have such hearing has been afforded the grievant, and only after discussion with the UConn-AAUP.

2. In the event the discipline is performance related, as defined in D.1.i above, and 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 D.2.iii, whichever is sooner. In the event the discipline is for serious misconduct (including job abandonment), this provision is not applicable.

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

G. Notice of Non-Renewal

1. Assistant coaches, associate head coaches, strength/conditioning coaches, Basketball and Football Trainers, and directors of administration/operations shall be entitled to notice of non-renewal or salary in lieu thereof according to the following schedule:

- o Employees with less than three (3) year's service shall receive thirty (30) calendar days' notice;
- o Employees with over three (3) year's service shall receive ninety (90) calendar days' notice.

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

Tentative Approval

AAUP

_____/_____/_____
Date

University of Connecticut

_____/_____/_____
Date