

NEW ARTICLE

COACHES AND TRAINERS

This article pertains to employees in the following titles:

- Head Coach, Associate Head Coach and Assistant Coach;
- Trainer who is assigned full-time to Men's Basketball, Women's Basketball or Football;
- Specialist who is assigned full-time as a Strength and Conditioning Coach to Men's Basketball, Women's Basketball or Football;
- Specialist who is assigned as a Director of Administration/Operation for a team sport

A. All bargaining unit members in the titles covered in this Article may be hired or renewed for multiple year contracts. However, in no case may a bargaining unit member in the titles covered in this Article 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~~ bargaining unit members in the titles covered in this Article may be appointed to varying employment terms which coincide with the employment term of the head coach.

C. When a head coach is separated for any reason before the end of his/her contract, ~~the~~ a bargaining unit member in the titles covered in this Article 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 benefits in lieu of notice;
- Employees with at least one year of service shall receive six months' notice or pay and benefits in lieu of notice.
- If the notice period extends beyond the end date of the contract, the contract will be extended to the length of the notice period.

D. At the discretion of the University, ~~an athletics employee~~ a bargaining unit member in the titles covered in this Article 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.

E. 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.

F. Evaluation Procedures

1. All formal evaluations shall be conducted in accordance with procedures developed by the Athletic Director and each Head Coach school or college. Evaluation procedures shall be in writing and shall not solely rely upon student athlete evaluations. ~~Schools and colleges~~ The Athletic Director shall establish and publish such evaluation procedures on or before December 31, ~~2012~~ 2017. 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 bargaining unit 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.

G. Dismissal for Just Cause

The parties wish to encourage open communication between administrators and faculty 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 agree that, except for serious misconduct, dismissal of a bargaining unit member in the titles covered in this Article ~~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 situation merits. The level of proof shall be a preponderance of the evidence. The parties acknowledge that the principles-provisions of Article 3 on of academic freedom as provided in Article 3 apply to all bargaining unit members in the titles covered in this Article. ~~tenure-track and non-tenure-track faculty members~~.

1. Discipline or dismissal, ~~and non-renewal of a multi-year appointment~~ during the term of any contract shall be for just cause such as:

a. Neglect of assigned responsibilities;

b. Insubordination or noncompliance with the University of Connecticut Laws and By-Laws, (Revised ~~April 25, 2012~~ August 15, 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 or NCAA rules and regulations;~~

c. 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;

d. Sexual harassment, serious misconduct, or other conduct which impairs the rights of students or other employees;

e. Repeated, documented failure to meet generally accepted satisfactory standards of job performance based on written evaluations conducted in accordance with paragraph E and F above. ~~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 any contract: ~~or non-renewal following a multi-year appointment.~~

a. The bargaining unit member shall receive in writing a statement of the reasons for the action being recommended.

b. Within seven (7) calendar days of receiving the written statement in 1, the ~~staff bargaining unit~~ member may request a hearing before ~~his/her Dean or the 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.

c. Within seven (7) calendar days of receiving the recommendation in B G.2 (b) above, the ~~staff bargaining unit~~ member shall have the right to appeal to the Provost Director of Athletics or his/her designee who must be outside the Athletic Department. At such appellate hearing, the staff member shall have the right to be represented by the AAUP.

d. The decision of the ~~Provost Director of Athletics or his/her designee~~ to demote, suspend without pay or dismiss may be appealed to arbitration on the merits under Article 10 of this agreement. Warnings, reprimands, and other less severe discipline shall be grievable through steps 2.(b) and 2.(c) above but shall not be grievable to arbitration.

H. 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

member, the suspension shall be with pay until the hearings described in G. 2 (b) and (c) 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 G. 2 (a), whichever is sooner.

I. 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] August 15, 2015).

~~F. 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.~~

J. Notice of Non-Renewal

1. All bargaining unit members in the titles covered in this Article shall be entitled to notice of non-renewal or salary and benefits 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 at least one (1) year service shall receive six (6) months'.
- o If the notice period extends beyond the end date of the contract, the contract will be extended to the length of the notice period indicated above.

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

K. In cases where the non-probationary bargaining unit member claims that his/her procedural rights under E and F 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

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