

ARTICLE 26

TEMPORARY EMPLOYEES

This article refers to the titles listed below:

Research Professor, Associate Research Professor, Assistant Research Professor, Research Instructor, ~~Clinical Professor, Associate Clinical Professor, Assistant Clinical Professor, Clinical Instructor,~~ Visiting Professor, Visiting Associate Professor, Visiting Assistant Professor, Visiting Instructor, Adjunct Faculty, Associate Research Scientist, Associate Research Scholar, Research Scientist, Research Scholar, Senior Research Scientist, Senior Research Scholar.

26.1 For the purpose of signifying the temporary nature of any title in the bargaining unit or that an appointment is funded by a grant or contract, the word "visiting" may precede the title. Temporary "visiting" appointments, unless funded by a grant or contract, shall be limited to a maximum duration of three (3) years. The duration of a visiting appointment may be extended beyond three (3) years for good cause with the agreement of the AAUP. ~~Such agreement shall not be unreasonably withheld.~~ If a visiting appointment is converted to a continuing appointment covered by Article 13, ~~up to three (3)~~ all years of prior service as visiting may shall be credited to eligibility for multi-year appointments.

26.2 Sick Leave

A. Decisions concerning sick leave for personal illness for all temporary employees will be handled by the administration in conformity with the University of Connecticut ~~Laws and By-Laws, (Revised June 20, 2006 August 5, 2015), Section XV.K.4XIV.L.4~~ as may be amended from time to time. Employees may be required to provide an acceptable medical certificate.

B. There shall be no accruals of sick leave or vacations beyond the end dates of a grant or employment contract.

26.3 Notice of Termination

A. In the event of programmatic change, low course enrollment, or bona fide fiscal constraints during the term of an employment contract, temporary employees shall be entitled to notice of termination or pay and benefits for which they are eligible under the applicable plans in lieu thereof according to the following schedule:

- Faculty with ~~With semester appointments,~~ employees shall receive thirty (30) calendar days' notice. ~~After the start of the semester,~~ In the event termination occurs at or after expiration of the add/drop period, payment must be made for the remainder of the semester.
- Annual appointments with less than three (3) years of continuous employment, or semester appointments with six (6) or more consecutive

semesters of employment, shall receive forty-five (45)~~ninety (90)~~ calendar days' notice.

- Annual appointments with more than three (3) years of continuous employment shall receive ~~180~~ sixty (60) calendar days' notice.

Dismissal for cause is not subject to the above schedule.

26.4 Written Warnings and Reprimands

- A. Supervisors may issue written warnings and reprimands following discussion with the bargaining unit member, who may request attendance of a UConn-AAUP representative.
- ~~B. Only supervisors who are not in the bargaining unit may issue reprimands following discussion with the bargaining unit member, who may request attendance of a UConn-AAUP representative.~~
- B. Within seven (7) calendar days of receiving notice of the action, the employee may make a written request to the initiator of the action to review the decision. The bargaining unit member may request the attendance of a UConn-AAUP representative.
- C. Within seven (7) calendar days of the review, the employee may appeal the decision to the appropriate Dean, Director, or Provost.
- D. The decision of the Dean, Director or Provost is final and may not be appealed to arbitration on substantive or procedural grounds.

26.5 Dismissal for Cause Procedures for Temporary Employees

The Parties agree that dismissal for cause of a temporary employee during the term of an employment contract shall follow the procedure outlined below:

- A. The employee shall receive a written statement of the reasons for which the action is being initiated.
- B. Within seven (7) calendar days of receiving notice of the action, the employee may make a written request to the initiator of the action to review the decision.
- C. Within seven (7) calendar days of the review (see item B above) the employee may appeal the decision to the appropriate Dean, Director, or Provost.

- D. The decision of the Dean, Director, or Provost is final and may be appealed to arbitration on procedural grounds only.

26.6 Notice of Non-Renewal

A. Temporary ~~faculty members~~employees shall be entitled to notice of non-renewal or pay and benefits in lieu thereof according to the following schedule:

- With three (3) or less years of continuous employment, employees shall receive thirty (30) calendar days' notice.
- After continuous employment of more than three (3) years, employees shall receive sixty (60) calendar days' notice.

B. Non-renewal of a temporary appointment at the expiration of the appointment period shall not be grievable.

26.7 Adjunct Faculty

A. The University shall determine minimum enrollment requirements and inform the AAUP.

B. The maximum number of credits an adjunct may teach in any one semester is eight (8). Exceptions to this rule must be approved in writing by the AAUP and the Department of Human Resources.

C. Multi-year Contracts

1. Adjuncts who have been continuously employed by the University for ~~ten~~ (10) twelve (12) consecutive semesters shall be offered multi-year contracts, subject to adequate enrollment, satisfactory teaching evaluations, and the continuation of class offerings. For purposes of this paragraph, an adjunct faculty member shall not be deemed to have a break in service if: no course is available, the adjunct faculty member's assigned course is assigned to a full-time faculty member, or if the faculty member is replaced as designated in 26.7(C) 5() below for demonstrable need for better qualifications, and/or due to documented health reasons the adjunct is unable to teach for a period of up to one (1) semester.

2. Commencing the first multi-year contract, all subsequent contracts shall be for at least three (3) years.

3. Multi-year contracts are defined as having a term of three academic years and remain in effect during semesters when the adjunct is unavailable due to documented medical reasons or other basis to which the adjunct and the department head and/or campus director agree, including no course is available, and/or the faculty member's assigned course is assigned to a full-time faculty member, or if the faculty member is replaced as designated in 26.7(C) 5() below for demonstrable need for better qualifications.

4. Adjunct faculty on multi-year appointments shall have a limited right of first refusal to remain instructor of record for any section of a course in which they were the instructor of record during the previous twelve (12) months. This limited right of first refusal shall only apply in the specific academic period in which the adjunct was previously an instructor of record (for example, a multi-year adjunct who taught a course section during May term will have a limited right of first of refusal to continue teaching that course section in the succeeding May term only). The right of first refusal also does not apply if the course section is assigned to a full-time faculty member or graduate assistant.

5. Adjunct faculty with either semester or multi-year appointments shall have a limited right of first refusal in connection with lab sections associated with course sections for which they were instructor of record during the previous twelve (12) months. This limited right of first refusal shall only apply in the specific academic period in which the adjunct was previously an instructor of record (for example, an adjunct who taught a course section during the Spring term will have a limited right of first of refusal for a lab section associated with that course in the succeeding Spring term only). The right of first refusal also does not apply if the course section is assigned to a full-time faculty member or graduate assistant.

6. An adjunct offered a right of first refusal must respond within a reasonable period of time from the offer.

7. Compensation for adjuncts appointed to lab sections associated with credit courses offered during the academic year, winter session, May term, and summer session will be at the AAUP negotiated rate and with ~~previously agreed upon~~ benefits set forth in paragraph 26.7(E) of this Article.

4.8. No adjunct shall be paid during a semester in which he/she does not teach or does not perform formalized non-teaching assignments.

5.9. Evaluation of adjunct teaching may include, among other elements, classroom observations and student evaluations of teaching. Replacements during the term of an employment contract for reasons of teaching related qualifications may also be made based on a demonstrable need for better qualifications. In such circumstances the University will promptly ~~notify the impacted adjunct of the decision~~ shall notify the affected adjunct faculty member thirty (30) calendar days prior to the first day of the course or the affected adjunct faculty member will receive pay in lieu thereof for the prorated portion of the thirty (30) calendar days' notice period not given.

6.10. Formalized non-teaching assignments for adjunct faculty, such as advising, curriculum development, etc. shall be compensated based upon pro-rated load credits.

7.11. Adjunct faculty with a multi-year contract shall be entitled to meet with their respective Department Head and/or Campus Director (and AAUP representative if requested) and be provided with reasons for the non-reappointment or reassignment. After meeting with the Department Head and/or Campus Director, upon request, such faculty member (and AAUP

representative if requested) shall be entitled to discuss non-reappointment or reassignment with the Dean or his/her designee. The Dean or his/her designee may overturn the non-reappointment or non-assignment.

Except as provided by Article 5, the procedures in this Article shall be the exclusive procedure for resolving non-reappointments or reassignments of adjunct faculty on multi-year appointments.

D. Adjuncts who teach both the lecture and lab section of a course will be paid as an adjunct for the lecture and for each lab section.

E. Adjunct Benefits

~~For those adjuncts who elect group health insurance under the statutory self pay provision, and who are contracted to teach at least one course each semester of the academic year, there will be an option to be paid over 26 pay periods.~~

1. Adjuncts shall be eligible to purchase parking permits and shall have faculty library privileges. Library and email privileges will be continued for two semesters following any appointment.

2. The University will make office space available for use by adjunct faculty members to the extent available. The availability, location and nature of the office space provided for adjunct faculty shall be determined in the sole discretion of the University Administration, and publicly posted. by the Administration consistent with the educational responsibilities of the adjunct

No adjunct faculty shall receive a negative performance evaluation based on consequences of not having adequate office space for meeting with students.

F. Information on Adjunct Faculty to the AAUP

The Administration shall provide a report to the AAUP, by the end of each semester, which details the percentage of courses taught by full time faculty as well as the workload report of all adjunct faculty.

Upon written request the Administration shall provide a report to the UConn-AAUP which details the percentage of courses taught by full-time faculty. Such requests shall not exceed two in each calendar year.

Tentative Approval

AAUP

_____/_____
Date

