

## ARTICLE 19

### SALARY AND BENEFITS

19.1 Permanent employees who are half time or more, but not full time, shall receive a prorated share of all salary and fringe benefits.

The following increases shall be added to the base salary of each member of the unit who is employed on April 1 of that calendar year and still employed on the effective date of the increase in August of each year.

#### A. Salary

1. There shall be no percentage, flat dollar or merit increases in the fiscal years ending June 30, 2017, June 30, 2018 and June 30, 2019.
2. Effective August 2, 2019, those members of the bargaining unit as of December 31, 2018, whose performance is satisfactory, shall receive a 3.5% general wage increase to their base salary and a 2% competitive increment to their base salary.
3. Effective August 3, 2020 for those members of the bargaining unit whose performance is satisfactory, a flat dollar amount and percentage increase, which together equal 4.5% of the combined salaries of the bargaining unit as of December 31, 2019, will be implemented. 1.0% of the increase will be allocated to the flat rate increase and 3.5% will be allocated to the percent increase.
4. Effective August 3, 2020, a merit pool shall be established comprised of 1.0% of the combined salaries of the bargaining unit as of December 31, 2019, and will be distributed in accordance with the procedures outlined in Article 25.

#### 19.2 One Time Payment

On the first regular work day following July 1, 2018, all full-time bargaining unit members shall receive a \$2,000 one-time pensionable payment, not added to base salary. All part-time bargaining unit members shall receive a pro-rata amount of the \$2,000 one-time pensionable payment, not added to base salary.

For adjuncts employed during the AY 2017-18, the following pensionable one-time payments not added to base salary will apply:

- Multi-year appointments - \$1,000
- At least 6 credits - \$500

- Less than 6 credits - \$250

### 19.3 Research Assistants and Research Associates

Research Assistants and Research Associates shall receive the following increment in lieu of a merit award provided under this Agreement. The amount shall be added to the base salary of each individual with this title who qualifies and who has been employed as of April 1 of that calendar year and is still employed on the effective date of the increase:

Effective August 2, 2020 an amount of: 1% of base salary

### 19.4 Promotions in Rank

Promotions increases shall principally be funded from University funds. In year of the collective bargaining agreement, an amount not to exceed \$60,000 will be provided from the merit pool.

In years where there is no merit pool, there will continue to be promotional increases.

The amounts for promotions in rank for the 2017 – 2021 contract shall be as follows:

Rank	
Lecturer	1600
Assistant	3300
Associate	5000
Full	7500

Promotion increases shall be applied ~~toward bringing unit members to the minimum of the higher rank~~ after all other increases have been awarded.

### 19.5 Satisfactory Evaluation

In departmentalized schools, Department Heads shall give faculty members at least four months' warning before issuing an unsatisfactory performance rating for the purpose of annual salary increases. At the request of the member, the warning ~~should specify what would be required~~ shall trigger a meeting between the member and department head. The member may request representation from UConn-

AAUP at the meeting. The member may participate in developing a plan that will specify what would be required to achieve a satisfactory rating. Failure to meet the standards enunciated shall be considered just cause for an unsatisfactory evaluation. In non-departmentalized schools, equivalent arrangements shall be established by Deans and faculty members. The member shall have the right to appeal any unsatisfactory evaluation through the grievance procedure. Discipline for just cause under Articles 13.8 or 27 shall not be subject to this requirement.

#### 19.6 Salary Minima

Effective ~~July 1, 2007~~, July 1, 2017, the salary minima for each professorial rank shall be no less than 102% of the lowest salary in each rank in the previous academic year. Any proposed exceptions shall be discussed with the UConn-AAUP as is current practice.

#### 19.7 Benefits

##### A. Tuition Waiver

1. In addition to the waiver of tuition permitted under Chapter 185.b, Sections 10 a-105 (e, f, and g) of the 1983 revised Connecticut General Statutes, the Board of Trustees shall have full authority to waive tuition for dependent children of members of the bargaining unit matriculating in an undergraduate degree program at the University of Connecticut or its regional campuses. In the event of a faculty member's death while his/her child is enrolled, the waiver shall continue through completion of the undergraduate degree and in no case more than a total of five academic years.
2. Each semester spouses of bargaining unit members who have been accepted into an undergraduate degree program at the University of Connecticut or one of its regional campuses may take non-laboratory courses--on a space available basis--with the consent of the instructor. Spouses taking courses under this option must sign up for the course no earlier than the first day of classes and are not permitted to pre-register.

##### B. Tuition Reimbursement

A sum of \$20,000 shall be allocated each year of the agreement for tuition reimbursement, which shall be distributed according to existing guidelines.

##### C. Health Insurance Programs

For the duration of this agreement, the health insurance programs established under the current SEBAC agreement will be available to bargaining unit

members as specified both by the SEBAC agreement itself and as expressed in this collective bargaining agreement.

D. Group Life Insurance

Group life insurance shall be available to bargaining unit members at the same rate and coverage limits as provided to non-bargaining unit state employees under Sec. 5-257 of the Connecticut General Statutes.

E. Travel

1. Within the funds appropriated, the Board of Trustees shall have full authority to allocate funds to travel and to authorize the expenditures of such funds for out-of-state travel under authority of the President or his/her designee.
2. Bargaining unit members shall be reimbursed for approved official travel at the customary rates of state employees.
3. The mileage reimbursement rate shall be adjusted annually in accordance with federal guidelines.

F. Professional Development Fund

A fund is established for professional development each year of the contract. The individual benefit focus on the Professional Development Fund shall not be altered, however the parties recognize that up to 5% of the fund may be used to complement University sponsored professional development programs for the department heads. UConn-AAUP will be notified of professional development program expenditures for the department heads.

Annually, each eligible full time faculty member shall, upon request, receive up to \$2000 from the Professional Development Fund for any academic-related travel expenses (airfare, lodging, conference registration fees, per diem, etc.). Such travel expenses shall require prior approval of the faculty member's department or unit head.

UConn-AAUP and the administration shall agree on a final count of eligible faculty members.

FY 2018	\$1,000,000
FY 2019	\$1,100,000
FY 2020	\$1,200,000
FY 2021	\$1,300,000

Unused funds will be rolled into the next fiscal year.

#### G. Disability Pay

In that all Alternate Retirement Plan participants receive disability coverage, all approved medical leaves of absences of bargaining unit members so insured should be referred for coverage when the medical leave exceeds the deductible period. To the extent a bargaining unit member is eligible under the Faculty Medical Leave Guidelines to receive a disability insurance supplement, the University shall supplement the disability insurance such that the faculty member's bi-weekly gross pay (disability benefit plus supplement) while receiving the supplement equals the bi-weekly gross pay the faculty member would have received if he or she was fully employed less the ARP contribution being paid by the disability carrier on behalf of the faculty member.

#### H. Child Care

A pool of \$160,000 shall be established each year of this agreement to reimburse bargaining unit members for childcare expenses incurred in licensed day care facilities. ~~The pool will increase each year consistent with the general wage increase.~~ Guidelines established by the parties shall control the reimbursement process.

#### I. Family/Medical Leave

Following the birth or adoption of a child or other major life event (as defined below for qualified family leaves), a member of the bargaining unit may take an unpaid family leave of absence for up to six months. During the period of an unpaid leave the University will pay for the member's individual health insurance benefits.

Tenure-track faculty members taking a qualified family leave or who experience a qualifying major life event, prior to their mandatory tenure evaluation year, will receive an automatic one-year extension of the tenure clock.

Qualified family leaves include leaves for the following events: the faculty member's serious illness or for the birth, adoption or serious illness of a child or serious illness of a spouse or parent. "Serious illness" means an illness, injury, impairment or physical or mental condition that involves (1) inpatient care in a hospital, hospice, or residential care facility or (2) continuing treatment or continuing supervision by a health care provider.

The tenure clock will be stopped no more than twice. Exceptions to this may be granted at the discretion of the Provost.

As per the SEBAC 2017 Agreement, members of the bargaining unit will be allowed to use sick leave time to pay for family FMLA, and be allowed more intermittent leave, provided that change is made so that additional unpaid leave is not tacked on the end of FMLA leave.

J. Voluntary Leave

The voluntary leave program as constituted between the parties in 1994 shall be extended for the life of this agreement.

K. Leaves of Absence – the parties agree to negotiate an agreement on Leaves of Absence as a supplement to this agreement.

19.8 Adjunct Faculty Compensation

For Adjunct Faculty, minimum remuneration shall be at the following rates:

Effective August 23, 2019 - \$2000 per credit

For adjuncts with more than two academic years of continuous employment, the minimum remuneration shall exceed the amount above by the following percentage each year of the agreement: 1%.

19.9 Summer and Intersession

Summer and intersession Compensation shall be governed by Article \_\_\_\_ of this Agreement.

19.10 Provost Fund

A. Each year of the contract a General Fund pool shall be allocated to the Provost for making increases in base salary not sufficiently addressed by Merit. Faculty may apply for such increases on the basis of the following criteria: rectifying salary disparities based on race, ethnicity, gender, and/or age within ranks of full-time faculty members, to recognize special achievement, to promote faculty retention, and to correct other salary disparities, including salary compression and inversion. All applications made on the basis of rectifying salary disparities based on race, ethnicity, gender, and/or age shall be referred to the Office of the Chief Diversity Officer. That office shall also review the application and make a recommendation to the Provost.

Faculty promoted in rank during the three years prior to the effective date of this contract shall automatically be reviewed for a salary increase equal to the difference between the promotion increase received and the new promotional increase specified in Article 19. Neither the allocation of the fund nor The individual awards made from this Provost Fund shall not subject to grievance or arbitration in any way. The amount of the Provost Fund for each year of this agreement shall be:

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FY 2018	\$600,000
FY 2019	\$700,000
FY 2020	\$800, 000
FY 2021	\$900,000

B. Immediately prior to the beginning of the academic year, the Provost shall publish criteria and processes to apply for any ~~special achievement~~ awards for that academic year.

C. The University shall provide UConn-AAUP with a list of employees who receive the increases from these sources along with the reasons in each instance.

#### 19.11 Furlough Days

As per the SEBAC 2017 Agreement, bargaining unit members shall be required to take (3) unpaid furlough days between July1, 2017 and June 30, 2018. The salary reductions for these furlough days shall be distributed equally across the 26 pay periods unless modified by the umbrella 2017 SEBAC Agreement. Treatment of furlough days for pension purposes shall be in accordance with the Voluntary Schedule Reduction Program.

Each bargaining unit member will have broad discretion in fulfilling any furlough day, balancing competing responsibilities of teaching, service and research. Consistent with long standing principles of academic freedom, the instructor is presumed to be the best expert to made these judgments. Issues of academic credibility and external accreditation will be considered.

#### 19.12 Job Security

As per the SEBAC 2017 Agreement, during the term of this agreement, there shall be no loss of employment, including loss of employment due to programmatic changes, subject to the following conditions:

- A. Applicable only to those hired prior to July 1, 2017;
- B. Applicable only through June 30, 2021;
- C. Protection from loss of employment is for the following members of the bargaining unit:
  1. Tenured and tenure track faculty;

2. All bargaining unit members covered under Article 13 with multi-year appointments;
3. All adjunct bargaining unit members with multi-year contracts (those with ten or more consecutive semesters) as of July 1, 2017 subject to adequate enrollment, satisfactory teaching evaluations and the continuation of course offerings.

D. Protection from loss of employment does not apply to:

1. Employees in the initial working test period (probationary period);
2. Those who leave at the natural expiration of a fixed appointment term, including expiration of any contract with an end date except for bargaining unit members covered in Article 13 who have a multi-year appointment;
3. Expiration of a temporary, durational or special appointment except for faculty with multi-year appointments as set forth in Paragraph 19.12 D. 2 above;
4. ~~Non-renewal~~ Non-reappointment of a non-tenured tenure track employee provided that the normal PTR procedures are followed according to the By-Laws;
5. Termination of a grant or other outside funding specified for a particular position except when the employee is a permanent employee;
6. Part-time employees who are not eligible for a University supplied health insurance benefits (except for adjunct faculty covered in 19.12 C. 3). ~~who are on a multi-year appointment as of July 1, 2017 subject to adequate enrollment, satisfactory teaching evaluations and the continuation of course offerings;~~

E. Faculty with in-residence titles shall be offered a multi-year appointment upon renewal if they have previously held a multi-year appointment.

F. For the duration of the job security provision of this agreement only (7/1/17 to 6/30/21), faculty with in-residence titles will be given written notice of non-renewal prior to the expiration of their appointment as follows: three (3) months of notice in the first year and six (6) months of notice thereafter. These notice provisions do not apply to dismissal for cause or non-renewal due to the termination of a grant or contract.



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- G. This Agreement does not prevent the University from restructuring and eliminating positions provided those affected employees are offered employment in a comparable job. An employee who is laid off under the rules of the Collective Bargaining Agreement (CBA) because of the refusal of an offered position will not be considered a layoff for the purposes of this Agreement, but shall be entitled to all rights under the CBA;
  
- H. The University is not precluded from noticing layoffs in order to accomplish any of the above, or for layoffs that will take effect on or after July 1, 2021.

Tentative Agreement

\_\_\_\_\_

Date \_\_\_/\_\_\_/\_\_\_

For UConn-AAUP

\_\_\_\_\_

Date \_\_\_/\_\_\_/\_\_\_

For UConn-Administration