

## 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 4.5% general wage increase (GWI) to their base salary. The percentage increase shall be increased as high as 5.0% to equal the Connecticut Consumer Price Index ("CPI"), should that exceed 4.5%. In no case will the GWI be less than 4.5% nor more than 5.0%.
3. Effective August 2, 2019, a merit pool shall be established comprised of 1.0% of the combined salaries of the bargaining unit as of December 31, 2018, and will be distributed in accordance with the procedures outlined in Article 25. In no case will the merit pool be less than 0.5%.
4. Effective August 3, 2020 for those members of the bargaining unit as of December 31, 2018, 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. The total flat dollar/percentage increase shall be increased as high as 5.0% to equal the Connecticut Consumer Price Index ("CPI"), should that exceed 4.5%. In no case will the GWI be less than 4.5% nor more than 5.0%. In the event the percentage/flat dollar increase exceeds 4.5%, the extra amount shall be allocated to the percentage increase.
5. 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. In no case will the merit pool be less than 0.5%.

\* The CPI as referenced above is based on the index used by the State of Connecticut to determine the CPI. The projections for the coming fiscal year shall be

requested as of April 1 of each year, and the adjustments shall be made accordingly no later than June 1, following discussions between the University and the AAUP.

### 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, excluding adjuncts, 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
- Between 1 and 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 3, 2019 the merit increment of each Research Assistant and Research Associate in the bargaining unit shall be calculated as the percentage increase accorded to merit in Article 19.1. A.3, less any portion of the merit pool reserved for the Provost and Deans, as per Article 25. Effective August 2, 2020 the merit increment of each Research Assistant and Research Associate in the bargaining unit shall be calculated as the percentage increase accorded to merit in Article 19.1. A.5, less any portion of the merit pool reserved for the Provost and Deans as per Article 25.

### 19.4 Promotions in Rank

Promotions increases shall be funded equally from the merit pool and 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, promotional increases shall nevertheless be paid.

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 shall trigger a meeting among the member, department head and appropriate representative of the UConn-AAUP, if requested, to develop a plan to achieve a satisfactory rating. Failure to meet the standards enunciated shall be considered just cause for an unsatisfactory evaluation. The member shall have the right to appeal any unsatisfactory evaluation through the grievance procedure. ~~The member shall have the right to appeal through the grievance procedure any denial of an across-the-board increase due to an unsatisfactory evaluation.~~ In non-departmentalized schools, equivalent arrangements shall be established by Deans and faculty members. Discipline for just cause under Articles 13. or 27 shall not be subject to this requirement.

#### 19.6 Salary Minima

Effective July 1, 2017, the salary minima for each professorial rank shall be no less than 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. In the event the faculty member is separated from employment with the University for any other reason, the waiver shall cease upon the completion of the current semester, unless the University determines special circumstances warrant otherwise, after discussion with UConn-AAUP.

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

1. A fund is established for professional development each year of the contract. The individual benefit focus of the Professional Development Fund shall not be altered, however the parties recognize that up to 5% of the fund intended 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.

2. 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.), so long as such funds are available. 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 | \$ <u>850,000</u> |
| FY 2019 | \$ <u>900,000</u> |
| FY 2020 | \$ <u>950,000</u> |
| FY 2021 | \$1,000,000       |

Unused funds will be rolled into the next fiscal year.

3. The parties acknowledge that the Professional Development Fund is especially beneficial to junior bargaining unit members. Consequently the parties agree that each year 20% of the fund shall be reserved to members of the bargaining unit whose terminal degrees have been earned within the past seven (7) years. In the event that the full amount of this 20% has not been requested by the junior unit members by December 31 of the relevant fiscal year, the unrequested balance shall revert to the general Professional Development Fund for that 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 (Appendix A) 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. 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 per credit:

Effective August 23, 2017 - \$1,556

Effective August 23, 2018 - \$1,556

Effective August 23, 2019 - ~~\$2,000~~ \$1,850

Effective August 23, 2020 - \$1,950

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 to bargaining unit members. not sufficiently addressed by Merit. 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.

B. The amount of the Provost Fund for each year of this agreement shall be:

|         |           |
|---------|-----------|
| FY 2018 | \$500,000 |
| FY 2019 | \$600,000 |
| FY 2020 | \$700,000 |
| FY 2021 | \$800,000 |

1. 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. Faculty promoted in rank during the three years prior to the effective date of this contract may also apply for an equity adjustment based on the difference between the promotion increase received and the new promotional increase specified in Article 19.4

2. 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.

3. The Provost shall allocate the entire Fund each year and provide UConn-AAUP with a list of employees who receive the increases from these sources along with the reasons in each instance.

4. The individual awards made from this Provost Fund shall not subject to grievance or arbitration in any way.

#### 19.11 Furlough Days

A. As per the SEBAC 2017 Agreement, bargaining unit members shall be required to take (3) unpaid furlough days between July 1, 2017 and June 30, 2018. The furlough days shall be administered as follows:

1. Deductions from pay will be spread out over as many pay periods as are available when the collective bargaining agreement is ratified;
2. Bargaining unit members joining the University after July 1, 2017 and part-time employees will have their deductions pro-rated;
3. Bargaining unit members who plan to leave the University may take furlough time prorated according to the amount of salary that will have been deducted as of the date of departure.
4. Employees may schedule their furlough days as they choose, before June 30, 2018, balancing competing responsibilities of teaching, service, and research. ~~subject to the approval of their supervisors in accordance with University business needs and staffing requirements.~~

B. Treatment of furlough days for pension purposes shall be in accordance with the Voluntary Schedule reduction program.



### 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 permanent employees and 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 who have a multi-year appointment under Article 13;
  3. Expiration of a temporary, durational or special appointment except for bargaining unit members with multi-year appointments as set forth in Paragraph 19.12 C. 2 above;
  4. 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;
- D. 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;

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- E. 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.

**19.13 Compensatory Time for Non-Exempt Employees:**

Compensatory time for non-exempt employees shall be afforded in accordance with the Federal Fair Labor Standards Act as summarized in the following guidelines:

1. Compensatory time shall be afforded at the rate of one and one-half hours for each hour for which overtime compensation is required by FLSA.
2. When an employee's compensatory time earned reaches a total of 240 hours the employee shall be paid for additional compensatory hours earned.
3. Use of compensatory time must be requested in advance.

**Tentative Agreement**

\_\_\_\_\_

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

**For UConn-AAUP**

\_\_\_\_\_

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

**For UConn-Administration**