

ARTICLE 13

MEMBERS OF THE UNIT NOT IN A TENURE TRACK

13.1 This article pertains to non-tenure track employees in the following titles: Academic Assistant I, II, III, IV, IV, Extension Professor, Associate Extension Professor, Assistant Extension Professor, Extension Instructor, Assistant Cooperative Extension Educator, Associate Cooperative Extension Educator, Cooperative Extension Educator, Senior Cooperative Extension Educator, Lecturer, Facilities Scientist I, II, III, IV, V, and all faculty with Clinical and In-Residence titles.

13.2 Probationary Period for Bargaining Unit Members Not in a Tenure Track

A. New bargaining unit members not in a tenure track shall serve a one-year probationary period. In the event the probationary employee is dismissed before the end of his/her probationary period, he/she shall receive one month's notice or pay and benefits for which they are eligible under the applicable plans in lieu thereof.

B. Following the completion of the probationary year, bargaining unit members not in tenure track shall be eligible for one-year appointments up to a maximum of five (5) such one-year appointments. Notice of non-renewal of a one-year appointment shall be afforded according to the schedule listed below. Beginning the seventh year, or prior to the seventh year upon recommendation of the department and approval by the dean or equivalent official, reappointed members of the bargaining unit shall receive multi-year contracts of between three (3) and five (5) years in duration. Commencing with the first multi-year contract: subsequent appointments shall be for three (3) or more years, nonrenewal shall be grievable according to the procedures and standards of dismissal for cause, and notice of non-renewal shall be afforded according to the schedule listed below.

- i. Probationary employees shall receive 14 calendar days' notice.
 - ii. After one (1) year of non-probationary employment: ~~three (3) months~~ sixty (60) days' notice;
 - iii. After continuous non-probationary employment of ~~between two (2) and five (5)~~ three (3) or more years: ~~six (6) months~~ one hundred twenty (120) days' notice.
- ~~After receiving a multi-year contract: ten (10) months' notice.~~

C. ~~Within three months of signing of this agreement~~ On or before December 21, 2017, the UConn Administration shall conduct an audit of all members of the unit covered by this article to determine if any such members eligible for multi-year contracts have not received such contracts. The results of this audit shall be communicated to any such members of the bargaining unit and also provided to UConn-AAUP. If the audit identifies any bargaining

unit members who should have, but did not, receive a multi-year contract, the parties shall meet to discuss the matter and determine what action should be taken, if any. Any such members shall promptly be offered a multi-year contract consistent with the terms of this Article.

D. Unless otherwise specified in this Article, neither the dismissal of the bargaining unit member during his/her probationary period nor the non-renewal of the bargaining unit member prior to receiving a multi-year appointment shall be grievable under any article of this agreement or under the University of Connecticut By-Laws (Revised August 5, 2015). Dismissal or non-renewal of a bargaining unit member following successful completion of his/her probationary period shall be grievable under Article 5 (Non-Discrimination) only. In such cases, the UConn-AAUP shall have the burden to demonstrate that the non-renewal violated Article 5.

13.3 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.

13.4 Evaluation Procedures

- A. All formal evaluations shall be conducted in accordance with procedures developed by each school, college, or department. Evaluation procedures shall be in writing and shall not solely rely upon student evaluations. Departments, schools and colleges shall establish and publish such evaluation procedures on or before December 31, ~~2012~~ 2017. Subsequent changes in such procedures shall also be published.
- B. 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.
- C. An employee shall have the right to append a response to his/her evaluation.

13.5 Notice of Termination

In the event of non-continuation of a program or bona fide fiscal constraints during the term of an employment contract, bargaining unit members not in tenure track positions shall be entitled to notice of termination or salary and benefits for which they are eligible under the applicable plans in lieu thereof according to the following schedule:

- A. Probationary employees shall receive ~~one (1) month's~~ thirty (30) calendar days' notice;

B. After one (1) year of non-probationary employment: ~~three (3) months'~~
ninety (90) calendar days' notice;

C. After continuous non-probationary employment between two (2) and five
(5) years: ~~six months'~~one hundred eighty (180) calendar days' notice;

D. After receiving a multi-year contract: ~~ten (10) months'~~ three hundred
(300) calendar days' notice.

Dismissal for cause is not subject to the above schedule.

13.6 Academic Assistants and Facilities Scientists

Academic Assistants and Facilities Scientists shall be entitled to leaves with pay according to the following schedule. Academic Assistants and Facilities Scientists appointed at less than full time or for durations less than one year will be entitled to leaves with pay on a pro-rated basis. Vacation and sick leave must be requested through the University system by the employee. Leave not taken annually will be neither carried over nor compensated.

A. Vacation

Effective on the appointment date and each anniversary date of such appointment thereafter, Academic Assistants and Facilities Scientists shall receive twenty-two (22) days maximum for vacation to be taken at a time mutually agreed to by the supervisor and the employee. There will be no accrual of vacation beyond the end date of a grant or employment contract.

B. Holidays

Legal holidays as enumerated below:

New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, ~~Fourth of July~~Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas.

If a holiday falls on a day when a person is expected to be on duty, he/she will earn a compensatory day off to be taken at a time mutually agreed to by the supervisor and the employee.

C. Sick Leave

Effective on the appointment date and each anniversary date of such appointment thereafter, Academic Assistants and Facilities Scientists shall receive paid sick leave for bona fide personal illness up to fifteen (15) work days annually. Employees

may be required to provide an acceptable medical certificate. There will be no accruals of sick leave beyond the end dates of a grant or employment contract.

D. Personal Leave

Effective August 23 of each year of the contract each Academic Assistant and Facilities Scientist shall be credited with one day of personal leave to be taken as needed for the conduct of personal business or religious observance. As much advance notice as possible will be given to the supervisor or manager when personal leave is taken. ~~Leave not taken will be neither accrued nor compensated.~~

13.7 Dismissal Or Non-Renewal of A Multi-Year Appointment for Just Cause

(This section is applicable to non-probationary employees only):

The parties wish to encourage open communication between administrators and non-tenure track employees 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 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 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.

A. Discipline, dismissal, and non-renewal of a multi-year appointment shall be for just cause such as:

1. Neglect of assigned responsibilities, incompetence, failure to meet satisfactory standards of job performance, failure to meet continuing educational requirements, or to fulfill professional commitments;
2. Insubordination or serious noncompliance with the University of Connecticut By-Laws (Revised August 5, 2015), the Code of Ethics for Public Officials (Chapter 10 of the Connecticut Statutes), or with University, State, or Federal Regulations governing research or NCAA rules and regulations;
3. 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;

4. Sexual harassment, serious misconduct, or other conduct which impairs the rights of faculty, students, employees or others who are engaged with the University in its business or operations;
5. Repeated, documented failure to meet generally-accepted satisfactory standards of job performance based on written evaluations conducted in accordance with Article 13.4 above.

B. Procedures to be followed for ~~written warnings, reprimands,~~ dismissal, demotion in rank and/or salary, or suspension without pay or non-renewal for just cause following a multi- year appointment.

1. The bargaining unit member shall receive in writing a statement of the reasons for the action being recommended.
2. Within seven (7) calendar days of receiving the written statement (B.1), the bargaining unit member may request a hearing before his/her Dean or Director or designee with a UConn-AAUP representative present, should the bargaining unit member so desire. This hearing shall be held within ~~seven (7)~~ fifteen (15) calendar days of the employee's written request.
3. Within seven (7) calendar days of receiving the recommendation in B.2 above, the bargaining unit member shall have the right to submit a written appeal to the Provost or his/her designee. At such appellate hearing, the bargaining unit member shall have the right to be represented by the UConn-AAUP.
4. The decision of the Provost or designee to demote, suspend without pay or dismiss may be appealed to arbitration on the merits under Article 10 of this agreement. In non-renewal cases for employees hired into bargaining unit positions on or after July 1, 2017, the arbitrator shall be empowered to overturn the University's just cause determination only if the arbitrator finds the decision was arbitrary or capricious.

C. A Dean 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. 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.

D. Immediate Suspension and Loss of Salary

1. If the University judges that the grounds for dismissal or discipline require the immediate suspension of the bargaining unit

member, the suspension shall be with salary and benefits for which the employee is eligible under the applicable plans until the hearings described in B.2 and B.3 above have taken place, or the opportunity to have such hearings has been afforded to the grievant, and only after discussion with the UConn-AAUP.

2. In the event the discipline is performance related, as defined in A.1 above, and involves the loss of salary and benefits and the decision is appealed to arbitration, the salary and benefits for which the employee is eligible under the applicable plans shall not be withheld until after the arbitration decision or four (4) months from the initiation of the discipline at B.4, whichever is sooner. In the event the discipline is for serious misconduct (including job abandonment), this provision is not applicable.

~~DE.~~ 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 XIV, G, H, and S of the University of Connecticut Laws and By Laws, (Revised April 25, 2012 August 5, 2015).

~~EF.~~ The parties agree that whenever the PTR procedures are used for promotion and/or renewal for employees not in tenure track (e.g., 13.4) 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.

13.8 In cases where the non-probationary bargaining unit member claims that his/her procedural rights under 13.4 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

AAUP

_____/_____/_____
Date

University of Connecticut

_____/_____/_____
Date