

## 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.

#### #.1 All Titles

A. At the discretion of the University, 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.

#### B. 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.

#### C. Evaluation Procedures

1. All formal evaluations shall be conducted in accordance with procedures developed by the ~~Athletic Director and each Head Coach~~ Department of Athletics. Evaluation procedures shall be in writing and shall not solely rely upon athlete evaluations. The ~~Athletic Director~~ Department shall establish and publish such evaluation procedures on or before December 31, 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.

D. Dismissal for Just Cause

The parties wish to encourage open communication between administrators and 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 by this Article 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 provisions of Article 3 on academic freedom apply to all bargaining unit members in the titles covered in this Article.

1. Discipline or dismissal of any bargaining unit member in the titles covered by this Article, during the term of any-an employment contract, shall be for just cause. Non-renewal of trainers and specialists who have a multi-year contract, other than those specifically assigned to Men's Basketball, Women's Basketball, and Football, shall also be for just cause. Just cause is defined to mean: such as:
  - a. Neglect of assigned responsibilities, incompetence, failure to meet satisfactory standards of job performance, or failure to fulfill professional commitments;
  - b. Insubordination or noncompliance with the University of Connecticut Laws and By-Laws, (Revised August 5, 2015), with the Code of Ethics for Public Officials (Chapter 10 of the Connecticut Statutes), or with NCAA rules or regulations;
  - c. The use of fraud, collusion, concealment, or misrepresentation of a fact material to obtaining employment with the University and/or obtaining promotion, salary increase, or other benefit;
  - d. Sexual harassment, serious misconduct, or other conduct which impairs the rights of faculty, students, employees, or other employees others who are engaged with the University in its business or operations;
  - e. Repeated, documented failure to meet generally-accepted satisfactory standards of job performance based on written evaluations conducted in accordance with paragraphs B and C 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 employment contract:

- 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 ~~+~~ referenced in paragraph D.2.a above, the bargaining unit member may request a hearing before the Director of Athletics or his/her designee with an 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.
  - c. Within seven (7) calendar days of receiving the recommendation in D.2.b above, the bargaining unit member shall have the right to submit a written appeal to the Provost President or his/her designee who must be outside the Athletic Department. At such appellate hearing, the bargaining unit member shall have the right to be represented by the UConn-AAUP.
  - d. The decision of the ~~Provost~~ President 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, the arbitrator shall be empowered to overturn the University's just cause determination only if the arbitrator finds the decision was arbitrary or capricious.
3. A Deputy Director of Athletics 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 a UConn-AAUP representative. Warnings, reprimands, and other less severe discipline shall be grievable through steps 2.(b) and 2.(c) D.2.c. above but shall not be grievable to arbitration.

E. Immediate Suspension and Loss of Salary

1. If the Director of Athletics or more senior official judges that the grounds for dismissal or discipline require the immediate suspension of the staff bargaining unit member, the suspension shall be with pay until the hearings described in D.2.b and D.2.c above have taken place or the opportunity to have such hearing has been afforded the grievant, and only after discussion with the UConn-AAUP.
2. In the event the discipline is performance related, as defined in D.1.a above, and 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 D.2.a,

whichever is sooner. In the event the discipline is for serious misconduct (including job abandonment), this provision is not applicable.

F. 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 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]).~~

G. 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 for which they are eligible under applicable plans in lieu thereof according to the following schedule:

- o Employees with less than one (1) year's service shall receive thirty (30) calendar days' three (3) months' notice;
- o Employees with over one (1) year's service shall receive six (6) months' ninety (90) calendar days' notice.
- ~~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. This provision is inapplicable to trainers and specialists with multi-year contracts who are assigned to sports other than Football, Men's Basketball, and Women's Basketball.

H. In cases where the non-probationary bargaining unit member claims that his/her procedural rights under B and C 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.

#.2 Head Coaches, Associate Head Coaches, Assistant Coaches, and Specialists and Trainers in Football, Men's Basketball, and Women's Basketball

A. ~~All bargaining unit members in titles covered in this Article~~ The following applies to Head Coaches, Associate Head Coaches, Assistant Coaches, and Specialists and Trainers in Football, Men's Basketball, and Women's Basketball. These employees may be hired or renewed for multiple year contracts. However, in no case may an Associate Head Coach, Assistant Coach, or Specialist or Trainer in Football, Men's Basketball, and Women's Basketball bargaining unit member in the titles covered in this Article be renewed for a term longer than the head coach in his/her sport. In situations where the contract term for an existing coach has expired, the terms and conditions of the previous contract may be applicable and

remain in effect until a new agreement is in place so long as the parties agree prior to the expiration of the existing contract term.

B. In those instances where a head coach has a five-year appointment, the other bargaining unit members in the titles covered in this Article Section #.2 may be appointed to varying employment terms which ~~coincide with~~ do not exceed the employment term of the head coach.

C. When a head coach is separated for any reason before the end of his/her contract, ~~assistant coaches, other bargaining unit members in titles covered by Section #.2~~ may be terminated with the following notice:

- o Employees with less than one year's service shall receive three months' ninety (90) calendar days' notice or pay and health care benefits for which the employee is eligible under the applicable plans in lieu of notice;
- o For employees with over one year's service, six months' one hundred eighty (180) calendar days' notice or pay and health care benefits for which the employee is eligible under the applicable plans in lieu of notice.
- ~~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.~~

#.3 Trainers and Specialists Not Assigned to Football, Men's Basketball and Women's Basketball

A. The following applies to Trainers and Specialists not assigned to Football, Men's Basketball and Women's Basketball. These bargaining unit members 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 thirty (30) calendar days' 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 shall be eligible for one-year appointments up to a maximum of five (5) such one-year appointments. Notice of non-renewal shall be afforded according to Section #.1.G.1 above. Beginning the seventh year, or prior to the seventh year upon recommendation of a supervisor and approval by the athletic director or equivalent official, reappointed bargaining unit members 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 in Section #.1.G.1 above.

C. Unless otherwise specified in this Article, neither the dismissal of bargaining unit members during their probationary period nor the non-renewal of bargaining unit members prior to receiving a multi-year appointment shall be grievable under any article

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1. The first part of the report is devoted to a general survey of the situation in the country. It is followed by a detailed analysis of the economic and social conditions. The report concludes with a series of recommendations for the government and the people.

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2. The second part of the report is devoted to a detailed analysis of the economic and social conditions. It is followed by a series of recommendations for the government and the people.

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