

NEW ARTICLE

COACHES AND TRAINERS

This article pertains to bargaining unit members in the following titles:

Head Coach, Associate Head Coach and Assistant Coach;
Trainer
Specialist IA, IIA, IIIA, IVA

Tier I NCAA Team Sports: Football and Basketball

Tier II NCAA Team Sports: All other NCAA Team Sports Offered at the University

x.1 All bargaining unit members in this article may be hired or renewed for multiple year contracts. However, in no case may a bargaining unit member assigned to a Tier I NCAA Team Sport or an Assistant Coach or Associate Head Coach assigned to a Tier II NCAA team Sport ~~in the titles covered in this Article~~ be hired or 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.

x.2 New 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 one month's notice or pay and benefits for which ~~they are~~ he/she is eligible under the applicable plans in lieu thereof.

Trainers and Specialists in Tier II NCAA Team Sports 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 x.4 below. Beginning in the seventh year, or prior to the seventh year upon recommendation of a supervisor and approval by the Athletic Director or equivalent official, reappointed Trainers and Specialists in Tier II NCAA Team Sports 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, non-renewal shall be grievable according to the standards of dismissal for cause, and notice of non-renewal shall be afforded according to the schedule listed in x.4 below.

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, except pursuant to Article 5 (Non-Discrimination). In such cases, the UConn-AAUP shall have the burden to demonstrate that the non-renewal violated Article 5.

x.3 This section applies only to Tier I NCAA Team Sports

A. Any new bargaining unit member employed in Tier I NCAA Team Sports must be employed exclusively in Tier I NCAA Team Sports.

B. In those instances where a head coach of a Tier I NCAA Team Sport has a five-year appointment, bargaining unit members supporting that sport in the titles covered in this Article-Section may be appointed to varying employment terms which coincide with the employment term of the head coach. However, in no case may a bargaining unit member in Tier I NCAA Team Sports be hired or renewed for a term longer than the head coach in his/her sport.

C. When a head coach of a Tier I NCAA Team Sport is separated for any reason before the end of his/her contract, a bargaining unit member in the titles covered in this ~~Article-Section~~ may be terminated with the following notice:

- Employees with less than one year's service shall receive ~~three months'~~ ninety (90) calendar days' notice or pay and benefits for which they are eligible under the applicable plans in lieu of notice;
- Employees with at least one year of service shall receive ~~six months'~~ one hundred eighty (180) calendar days' notice or pay and benefits for which they are eligible under the applicable plans in lieu of notice.
- ~~If the notice period extends beyond the end date of the contract, the contract will be extended to the length of the notice period.~~

x.4 Notice of non-renewal ~~Following the completion of the probationary year, bargaining unit members covered in this Article shall be eligible for one-year appointments up to a maximum of five (5) such one-year appointments. Notice of non-renewal, or salary and benefits for which they are eligible under applicable plans in lieu thereof, shall be afforded according to the schedule below. Beginning the seventh year, or prior to the seventh year upon recommendation of the department supervisor and approval by the athletic director 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 shall be afforded according to the schedule below.~~

A. Employees with fewer than (1) year service shall receive thirty (30) calendar days' notice.

B. Employees with one (1) or more years' service shall receive ninety (90) calendar days' notice.

- A. ~~After one (1) year of non-probationary employment: three (3) months' notice;~~
- B. ~~After continuous non-probationary employment of between two (2) and five (5) years: six (6) months' notice;~~
- C. ~~After receiving a multi-year contract: ten (10) months' notice.~~

~~As of the signing of this agreement, all Trainers and Specialists with 6 years of continuous service not assigned to Tier I NCAA Team Sports shall, upon their contract renewal, be given a multi-year contract of between three and five years.~~

~~In addition, within three months of the signing of this agreement, 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. Any such members shall promptly be offered a multiyear contract consistent with the terms of this Article.~~

x.5 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.

x.6 Following a negotiated agreement with UConn-AAUP, teams may move from one tier to another.

x.7 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.

x.8 Evaluation Procedures

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

x.9 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 in 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.

A. Discipline or dismissal during the term of any employment contract shall be for just cause such as. Non-renewal of Trainers and Specialists in Tier II NCAA Team Sports who have a multi-year contract shall also be for just cause. Just cause is defined to mean:

i. Neglect of assigned responsibilities, incompetence, or failure to fulfill professional commitments.

ii. Insubordination or noncompliance with the University of Connecticut Laws and By-Laws, (Revised August 15, 2015), with the Code of Ethics for Public Officials (Chapter 10 of the Connecticut Statutes), or with NCAA rules or regulations;

iii. 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;

iv. Sexual harassment, serious misconduct, or other conduct which impairs the rights of faculty, students, or other employees, or others who are engaged with the University in its business or operations;

v. Repeated, documented failure to meet generally accepted satisfactory standards of job performance based on written evaluations conducted in accordance with paragraphs x.7 and x.8 above.

B. 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:

i. The bargaining unit member shall receive in writing a statement of the reasons for the action being recommended.

ii. Within seven (7) calendar days of receiving the written statement in ~~§ x.9.B.1~~ above, the bargaining unit member may request a hearing before the Director of Athletics or his/her designee with an AAUP representative present, should the staff member so desire. This hearing shall be held within ~~seven (7)~~ fifteen (15) calendar days of the employee's request.

iii. Within seven (7) calendar days of receiving the recommendation in x.9.B.ii 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 staff member shall have the right to be represented by the AAUP.

iv. 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. Non-renewal of a contract at the expiration of the appointment term shall not be grievable for all bargaining unit members covered in this Article except Trainers and Specialists in Tier II Sports. In non-renewal cases involving Trainers and Specialists in Tier II Sports, 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 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 attendance of a UConn-AAUP representative. Warnings, reprimands, and other less severe discipline shall be grievable through steps x.9.B.ii and x.9.B.iii above but shall not be grievable to arbitration.

D. The procedures for discipline provided in this Article shall supersede any contrary provisions of the University By-Laws.

E. In cases where a non-probationary bargaining unit member claims that his/her procedural rights under B and C of this Section have been violated, the final decision may be appealed only on procedural grounds under the terms of Article 10 of this Agreement.

x.10 Immediate Suspension and Loss of Salary

A. If the Director of Athletics or more senior official judges that the grounds for dismissal or discipline require the immediate suspension of the ~~staff member~~bargaining unit member, the suspension shall be with pay until the hearings described in x.9.B.ii and x.9.B.iii above have taken place, or the opportunity to have such hearings has been afforded the grievant, and only after discussion with the UConn-AAUP.

B. In the event the discipline is performance related, as defined in x.9.B.i and x.9.B.v, 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 x.9.B.i, whichever is sooner. In the event the discipline is for serious misconduct (including job abandonment), this provision is not applicable.

Tentative Approval

AAUP

_____/_____/_____
Date

University of Connecticut

_____/_____/_____
Date