

## ARTICLE 26

### TEMPORARY EMPLOYEES

This article refers to the titles listed below:

Research Professor, Associate Research Professor, Assistant Research Professor, Research Instructor, Visiting Professor, Visiting Associate Professor, Visiting Assistant Professor, Visiting Instructor, Adjunct Faculty, Associate Research Scientist, Associate Research Scholar, Research Scientist, Research Scholar, Senior Research Scientist, Senior Research Scholar.

26.1 For the purpose of signifying the temporary nature of any title in the bargaining unit or that an appointment is funded by a grant or contract, the word "visiting" may precede the title. Temporary "visiting" appointments, unless funded by a grant or contract, shall be limited to a maximum duration of three (3) years. The duration of a visiting appointment may be extended beyond three (3) years for good cause with the agreement of the UConn-AAUP. If a visiting appointment is converted to a continuing appointment covered by Article 13, all years of prior service as visiting shall be credited to eligibility for multi-year appointments.

#### 26.2 Sick Leave

A. Decisions concerning sick leave for personal illness for all temporary employees will be handled by the administration in conformity with the University of Connecticut By-Laws, (Revised August 5, 2015), Section XIV.L.4. Employees may be required to provide an acceptable medical certificate.

B. There shall be no accruals of sick leave or vacations beyond the end dates of a grant or employment contract.

#### 26.3 Notice of Termination

A. In the event of programmatic change, low course enrollment, or bona fide fiscal constraints during the term of an employment contract, temporary employees shall be entitled to notice of termination or pay and benefits for which they are eligible under the applicable plans in lieu thereof according to the following schedule:

- Faculty with ~~With~~ semester appointments, employees shall receive thirty (30) calendar days' notice. After the ~~start of the semester~~ first day of class for the course, payment must be made for the remainder of the semester.
- Annual appointments with less than three (3) years of continuous employment, or semester appointments with six (6) or more consecutive semesters of employment, shall receive forty-five (45) ~~60~~ calendar days' notice.
- Annual appointments with more than three (3) years of continuous employment shall receive ~~120~~ sixty (60) calendar days' notice.

Dismissal for cause is not subject to the above schedule.

#### 26.4 Written Warnings and Reprimands

- A. Supervisors may issue written warnings following discussion with the bargaining unit member, who may request attendance of a UConn-AAUP representative.
- B. Only supervisors who are not in the bargaining unit may issue reprimands following discussion with the bargaining unit member, who may request attendance of a UConn-AAUP representative.
- C. Within seven (7) calendar days of receiving notice of the action, the employee may make a written request to the initiator of the action to review the decision. The bargaining unit member may request the attendance of a UConn-AAUP representative.
- D. Within seven (7) calendar days of the review, the employee may appeal the decision to the appropriate Dean, Director, or Provost.
- E. The decision of the Dean, Director or Provost is final and may not be appealed to arbitration on substantive or procedural grounds.

#### 26.5 Dismissal for Cause Procedures for Temporary Employees

The Parties agree that dismissal for cause of a temporary employee during the term of an employment contract shall follow the procedure outlined below:

- A. The employee shall receive a written statement of the reasons for which the action is being initiated.
- B. Within seven (7) calendar days of receiving notice of the action, the employee may make a written request to the initiator of the action to review the decision.
- C. Within seven (7) calendar days of the review (see item B above) the employee may appeal the decision to the appropriate Dean, Director, or Provost.
- D. The decision of the Dean, Director, or Provost is final and may be appealed to arbitration on procedural grounds only.

#### 26.6 Notice of Non-Renewal

A. Temporary employees shall be entitled to notice of non-renewal or pay and benefits for which the employee is eligible under the applicable plans in lieu thereof according to the following schedule:

- With three (3) or less years of continuous employment, employees shall receive thirty (30) calendar days' notice.
- After continuous employment of more than three (3) years, employees shall receive sixty (60) calendar days' notice.

B. Non-renewal of a temporary appointment at the expiration of the appointment period shall not be grievable.

#### 26.7 Adjunct Faculty

A. The University shall determine minimum enrollment requirements and inform the AAUP.

B. The maximum number of credits an adjunct may teach in any one semester is eight (8). Exceptions to this rule must be approved in writing by the AAUP and the Department of Human Resources.

#### C. Multi-year Contracts

1. Adjuncts employed prior to July 1, 2017 who have been continuously employed for ten (10) consecutive semesters, shall be offered multi-year contracts, subject to adequate enrollment, satisfactory teaching evaluations, and the continuation of class offerings. For purposes of this paragraph, an adjunct faculty member shall not be deemed to have a break in service if: no course is available, the adjunct faculty member's assigned course is assigned to a full-time faculty member, or if the faculty member is replaced as designated in 26.7 ~~(C)~~ (E) below for demonstrable need for better qualifications, and/or due to documented health reasons the adjunct is unable to teach for a period of up to one (1) semester.

2. New adjuncts, employed as of July 1, 2017, who have been continuously employed by the University for twelve (12) consecutive semesters shall be offered multi-year contracts, subject to adequate enrollment, satisfactory teaching evaluations, and the continuation of class offerings. For purposes of this paragraph, an adjunct faculty member shall not be deemed to have a break in service if: no course is available, the adjunct faculty member's assigned course is assigned to a full-time faculty member, or if the faculty member is replaced as designated in 26.7 ~~(C)~~ (E) below for demonstrable need for better qualifications, and/or due to documented health reasons the adjunct is unable to teach for a period of up to one (1) semester.

3. Commencing the first multi-year contract, all subsequent contracts shall be for at least three (3) years.

4. Multi-year contracts are defined as having a term of at least three academic years and remain in effect during semesters when the adjunct is unavailable due to documented

medical reasons or other basis to which the adjunct and the department head and/or campus director agree, including no course is available, and/or the faculty member's assigned course is assigned to a full-time faculty member, or if the faculty member is replaced as designated in 26.7 ~~(C)~~ (E) below for demonstrable need for better qualifications.

D. If an Adjunct is to be appointed, the following will prevail.

1. An adjunct faculty shall have a right of first refusal to teach the lab sections associated with any course section in which that adjunct was the instructor of record.

2. Compensation for adjuncts appointed to lab sections associated with credit courses will be at the AAUP negotiated rate and with benefits set forth in paragraph 26.7~~(H)~~(I) of this Article.

3. No adjunct shall be paid during a semester in which he/she does not teach or does not perform formalized non-teaching assignments.

E. Evaluation of adjunct teaching may include, among other elements, classroom observations and student evaluations of teaching. Replacements during the term of an employment contract for reasons of teaching related qualifications may also be made based on a demonstrable need for better qualifications. In such circumstances the University ~~will promptly notify the impacted adjunct of the decision~~ shall notify the affected adjunct faculty member thirty (30) calendar days prior to the first day of the course or the affected adjunct faculty member will receive pay in lieu thereof for the prorated portion of the thirty (30) calendar days' notice period not given.

F. Formalized non-teaching assignments for adjunct faculty, such as advising, curriculum development, etc. shall be compensated based upon pro-rated load credits.

G. Adjunct faculty with a multi-year contract shall be entitled to meet with their respective Department Head and/or Campus Director (and UConn-AAUP representative if requested) and be provided with reasons for the non-reappointment or reassignment. After meeting with the Department Head and/or Campus Director, upon request, such faculty member (and UConn-AAUP representative if requested) shall be entitled to discuss non-reappointment or reassignment with the Dean or his/her designee. The Dean or his/her designee may overturn the non-reappointment or non-assignment.

Except as provided by Article 5, the procedures in this Article shall be the exclusive procedure for resolving non-reappointments or reassignments of adjunct faculty on multi-year appointments.

H. Adjuncts who teach both the lecture and lab section of a course will be paid as an adjunct for the lecture and for each lab section.

I. Adjunct Benefits

Adjuncts shall be eligible to purchase parking permits and shall have faculty library privileges. Library and email privileges will be continued for two semesters following any appointment.

**Tentative Approval**

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AAUP

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Date

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University of Connecticut

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Date