

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 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,~~ In the event termination occurs at or after expiration of the add/drop period, 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 and reprimands 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.~~
- 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. The bargaining unit member may request the attendance of a UConn-AAUP representative.
- ~~C.~~ Within seven (7) calendar days of the review, 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 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 who have been continuously employed by the University for twelve (12) consecutive semesters ~~for those beginning July 1, 2017~~ 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)~~ (F) 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. Commencing the first multi-year contract, all subsequent contracts shall be for at least three (3) years.

3. Multi-year contracts are defined as having a term of 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)~~ (F) below for demonstrable need for better qualifications.

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

1. An adjunct faculty member on a multi-year appointment shall have a limited right of first refusal to remain instructor of record for any section of a course in which that adjunct was the instructor of record during the previous twelve (12) months. This limited right of first refusal shall only apply in the specific academic period in which the adjunct was previously an instructor of record (for example, a multi-year adjunct who taught a course section during May term will have a limited right of first refusal to continue teaching that course section in the succeeding May term only). The right of first refusal also does not apply if the course section is assigned to a full-time faculty member or graduate assistant.

2. An adjunct faculty shall have a right of first refusal to also teach the lab sections associated with any course section in which that adjunct was the instructor of record, during the previous twelve (12) months. This limited right of first refusal shall only apply in the specific academic period in which the adjunct was previously an instructor of record (for example, an adjunct who taught a course section during the Spring term will have a limited right of first of refusal for a lab section associated with that course in the succeeding Spring term only). The right of first refusal also does not apply if the course section is assigned to a full-time faculty member or graduate assistant.

3. An adjunct faculty member offered a right of first refusal must respond within a reasonable period of time from the date of that offer.

4. 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)(J) of this Article.

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

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

~~G.H.~~ 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.I. 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.

E.J. 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

AAUP

_____/_____/_____
Date

University of Connecticut

_____/_____/_____
Date