An Overview for Department Heads of the

AAUP Collective Bargaining Agreement
2017 - 2021

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AAUP Negotiations at a Glance

- **September 2015 – June 2017** – Bargaining sessions between the parties.
- **July 2017** - AAUP members ratified the contract.
- **July 18, 2017** - The Board of Trustees approved the contract.
- **July 31, 2017** – CT Legislature approved AAUP Agreement in conjunction with the SEBAC Agreement.
Article 13, Members of the Unit Not in a Tenure Track

- All faculty with “clinical” titles have been moved from Article 26 (Temporary Employees) to Article 13.
  - Probationary year
  - Up to five (5) one-year appointments
  - Beginning in the seventh year, multi-year contracts (between 3 and 5 years in duration)

- **HR Audit** - HR will be conducting an audit to determine if any members of the unit covered by this article eligible for a multi-year appointment have not received such contracts.

- **Evaluation Process by December 31, 2017** - Departments and Schools/Colleges must develop an evaluation process, which does not rely solely on student evaluations.
Article 13, Members of the Unit Not in a Tenure Track

• Academic Assistants and Facilities Scientists

  – **New title**: “Facilities Scientist”.
    • Includes employees who were previously employed as an “Academic Assistant” whose focus is scientific in nature.

  – Employees will now receive **15 days of sick leave** per appointment year.
    • Leave not taken annually will be neither carried over nor compensated.

  – Vacation and sick leave **must be requested** through the University’s system.
    • Implementation underway, tracked locally in the department in the interim.
Article 13, Members of the Unit Not in a Tenure Track

• Notice of Termination
  – Limited applicability due to SEBAC job security provisions.
  – Time periods remain the same as in previous contract.

• Notice of Non-Renewal
  – Probationary Employees: 14 days
  – After 1 year of non-probationary employment: 60 days
  – After 3 or more years of non-probationary employment: 120 days
  – After receiving a multi-year contract: 300 days
Article 15, Selection and Review of Department Heads

• Majority of the search committee must be elected by members of the department.
  – Voting eligibility determined by department By-Laws

• Dean may appointment additional members of the bargaining unit to the committee that at most can constitute a minority of the committee.
Article 19, Salary and Benefits

• **Wage Increases**
  – FY 2018 – No increases
  – FY 2019 – One time payment of $2,000, not added to base.
    • Adjuncts are eligible on a prorated basis, based on appointment type (*i.e.*, multi-year) and number of credits taught during AY 2017-2018.
  – FY 2020 and FY 2021
    • 3.5% general wage increase for employees whose performance is satisfactory.
    • 2% allocated to merit pool, distributed in accordance with Article 25 (Merit).
  – Adjunct rates also increase
    • FY 2020 - $1,700 per credit
    • FY 2021 - $1,731 per credit
    • Immediately - For adjuncts with more than 2 academic years of consecutive employment, the minimum remuneration shall exceed the amount above by 2% (previously 1%)
### Article 19, Salary and Benefits

- **Promotions in Rank**

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<th>FY 2018</th>
<th>FY 2019</th>
<th>FY 2020</th>
<th>FY 2021</th>
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<tr>
<td>Assistant Professor</td>
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<tr>
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<tr>
<td>Professor</td>
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<td>$4,500</td>
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- Promotion increases applied after all other increases are awarded
Article 19, Salary and Benefits

• Professional Development Fund
  – FY 2018 – $760,000
  – FY 2019 – $810,000
  – FY 2020 – $860,000
  – FY 2021 – $910,000

  – Annually, each faculty member is eligible to request up to $2,000 from the fund for academic-related travel expenses.

  – Acknowledgment that the fund is especially important to junior bargaining unit members.
    • 30% of the fund shall be available to members whose terminal degrees were earned in the last 7 years.
Article 19, Salary and Benefits

• Furlough Days
  – Bargaining unit members are required to take 3 furlough days during FY 2018. Does not include adjuncts.

  – Faculty may schedule their furlough days as they choose, balancing competing responsibilities of teaching, service and research.

    • Faculty must obtain approval from department heads to take a furlough day.

    • Before taking a furlough day on a teaching day, faculty members should have a conversation with you as to whether this selection appropriately balances their responsibilities to teaching, research and service.

  – FAQs are available on the HR website.
Article 19, Salary and Benefits

• Job Security
  – Applicable only to those hired before July 1, 2017.
  – Applicable only through June 30, 2021.
  – Protection is only for permanent employees and does not apply to:
    • Those who leave at the expiration of a fixed appointment term, except those with a multi-year appointment under Article 13.
    • Expiration of a temporary, durational or special appointment, except those with a multi-year appointment under Article 13.
    • Non-reappointment of a non-tenured faculty member pursuant to PTR.
    • Termination of a grant or other outside funding specified for a particular position.
    • Part-time employees who are not eligible for University benefits, except for adjuncts on a multi-year appointment as of July 1, 2017, subject to adequate enrollment, satisfactory teaching evaluations, and the continuation of course offerings.
Article 24, Research Assistants and Research Associates

• These employees will now receive **15 days of sick leave** per appointment year.
  – Prorated for appointments of less than full-time or for durations shorter than one year.
  – Leave not taken annually will be neither carried over nor compensated.

• Vacation and sick leave must be requested through the University’s system.

• Establishment of a reclassification process.
  – PIs/Department Heads will still confirm the information on the application.
  – If reclassified, salary increase of $500.
Article 25, Merit

• Merit awards shall be communicated to the bargaining unit member via email not later than August 15 of the relevant fiscal year.

• Departments and interdisciplinary units employing jointly appointed faculty shall agree on a merit process.
  – Tenure home department may administer merit using its own process and criteria.
  – Home department will treat contributions towards research, teaching and service according to criteria determined by the department and the interdisciplinary unit.
  – Interdisciplinary unit head will advise the home department of the significance of the faculty member’s performance in the interdisciplinary field.
Article 26, Temporary Employees

• Notice of Termination
  – Faculty with semester appointments: 30 days
    • After first day of class for the course, payment for remainder of semester
  – Faculty with semester appointments for 6 or more consecutive semesters: 45 days
  – Annual appointments with less than 3 years of continuous employment: 45 days
  – Annual appointments with more than 3 years of continuous employment: 60 days

• Notice of Non-Renewal
  – Faculty with 3 or fewer years of consecutive employment: 30 days
  – Faculty with more than 3 years of consecutive employment: 60 days
Article 26, Temporary Employees

• Adjunct Faculty
  – Adjuncts have a right of first refusal to teach the lab sections associated with any course section in which the adjunct is the instructor of record. Will be paid at the adjunct rate.

  – Adjuncts with a multi-year contract who are not reappointed are entitled to meet with their department head and/or campus director and be provided with the reasons for the decision. May also request meeting with Dean, who may overturn the decision.
Article 26, Temporary Employees

- **Adjunct Faculty – Multi-Year Contracts**
  - New adjuncts employed on or after July 1, 2017 must be employed 12 consecutive semesters before offered a multi-year contract (previously 10 consecutive semesters).
  
  - An adjunct shall not be deemed to have a break in service if:
    - no course is available
    - the adjunct’s course is assigned to a full-time faculty member
    - if the adjunct is replaced due to a demonstrable need for better qualifications
    - and/or if the faculty member is unable to teach for a period of up to 1 semester due to documented health reasons.
*NEW* Article 28, Student Evaluations of Teaching

- Recognizes that SETs can productively inform regarding teaching effectiveness in particular areas.

- However, SETs cannot be used as the **sole** criterion of teaching for disciplinary measures, promotion, tenure or reappointment, or for non-reappointment with respect to full-time faculty and adjuncts employed for at least 5 semesters over a 5 calendar year period.
*NEW* Article 30, Faculty Participation in Department Governance

- Each department **shall maintain governance documents** consistent with the AAUP CBA and School/College University governance documents.
  - By-Laws
    - Must include, *inter alia*, determination for criteria of eligible voters.
  - Merit Policies
    - Must be consistent with Article 25 (Merit).
  - Workload Policies
    - May choose to adopt the College/School policy.
  - Promotion, Tenure and Reappointment
    - Each department shall have a PTR Advisory Committee selected by the department.
*NEW* Article 30, Faculty Participation in Department Governance

- Governance Documents
  - Subject to review by Dean for consistency.
  - To be drafted by faculty-elected department committees.
  - Requires approval by majority of eligible voters.
  - Departments may choose by majority vote of eligible voters to forego developing any of these policies. Must be re-voted every 4 years.
  - In absence of departmental By-Laws or Workload policies, School/College policies will control.
*NEW* Article 38, Summer and Intersession Compensation

- Incorporates into the AAUP contract the previous MOA on Summer and Intersession Compensation.
- Increases base per credit salary (for enrollments of up to 8 students) and per credit, per student payment (for enrollments of more than 8 students) now and again on August 23, 2020.
  - Applies to both W and non-W courses.
  - Also increases payment for lab preparation and course preparation.
*NEW* Article 39, Compensation for Development of Online Courses

- Incorporates into the AAUP contract the previous MOA on Compensation for Development of Online Courses.

- Increases minimum compensation for course development from $5,000 to $7,500.
Other Changes

- **Article 1** - Recognition
- **Article 5** - Non-Discrimination
- **Article 6** - Diversity and Affirmative Action Policy
- **Article 8** - Maintenance of Procedures
- **Article 9** - Meet and Discuss
- **Article 11** - Additions to the By-Laws Grievance Procedures
- **Article 12** - Personnel Files
- **Article 14** - Reduction of Staff for Discontinuance of Programs or for Financial Exigency
- **Article 16** - UConn-AAUP Rights
- **Article 18** - Longevity
- **Article 20** - Minimum Terms
- **Article 27** - Discipline for Tenured and/or Tenure-Track Faculty
- **Article 29** - Patent Rights
- **Article 31** - Promotion, Tenure and Reappointment
- **Article 32** - Due Process in University Personnel Matters
- **Article 34** - Tenure Appeal
- **Article 35** - Parking
- **Article 37** - Athletics
Questions
Contacts

• Labor Relations: (860) 486-5684
• Human Resources: (860) 486-3034
• Retirement: (860) 486-4013

• For additional information:
  www.hr.uconn.edu
  www.lr.uconn.edu

• Full collective bargaining agreement:
  www.lr.uconn.edu/contracts