

July 17, 2017

TO: Members of the Board of Trustees

FROM: Susan Herbst 

RE: Recommendation for Approval of Collective Bargaining Agreement with UCPEA

RECOMMENDATION:

That the Board of Trustees approve the attached tentative Collective Bargaining Agreement between the University of Connecticut (“UConn” or “University”) and the University of Connecticut Professional Employees Association Local 3695 AFTCT, AFT, AFL-CIO (“UCPEA” or “Union”) by adopting the resolution at the end of this Memorandum.

BACKGROUND:

Since 2011, all UConn employees who are members of a collective bargaining unit have been working under the provisions of a statewide labor agreement negotiated by the state and the State Employee Bargaining Agent Coalition (SEBAC).

In anticipation of that five-year agreement expiring in the summer of 2016, in the fall of 2015 the University began direct contract negotiations with each of the collective bargaining units that are specific to UConn. Although the University and the UCPEA reached a tentative agreement in early 2016, and the Board of Trustees and the Union membership approved the tentative agreement, submission to the State Legislature was delayed, and in March of this year negotiations resumed and culminated in a new tentative agreement informed by the provisions of the SEBAC Agreement.

In June the university was able to come to a tentative agreement at the bargaining table on a new contract between the university and the University of Connecticut Professional Employees Association (UCPEA). Earlier this month, the union membership voted to ratify the tentative collective bargaining agreement.

UCPEA is UConn's largest full-time bargaining unit with nearly 1900 members. UCPEA represents non-teaching professionals at all UConn locations other than UConn Health. UCPEA has members in virtually every department and work unit in the institution. Members of this bargaining unit include admissions officers, residence hall directors, physicians, nurses, accountants, academic advisors, food service managers and culinary professionals, financial aid counselors, librarians, information technology staff and many others.

The proposed five-year agreement contains important new provisions and language that address several longstanding concerns shared by both the university and the union. The agreed-upon changes are focused on making strategic investments to reward excellence and to promote professional development and career advancement.

If this Board approves the Agreement, it will be filed by the State Office of Labor Relations with the General Assembly who may either approve the Agreement or reject it, and under normal circumstance it would be deemed approved if no action is taken within 30 days from the date it was filed. In this instance the State Office of Labor Relations will be presenting all of the ratified CBAs, along with the Statewide SEBAC Agreement to the legislature. If approved, the Agreement will take effect on July 1, 2016 and run through June 30, 2021.

SUMMARY OF KEY CONTRACT TERMS:

Classification and Reclassification: The antiquated classification system and associated job titles/descriptions will be overhauled and updated in accordance with a clear framework that the parties have mutually established. The system will include the opportunity for career progression within a classification based on increased job proficiency over time. Employees will be able to advance from a baseline of Proficient to an intermediate level or rank of Advanced and eventually to the level of Mastery through experience, training and demonstrated skill development.

Compensatory Time: The Agreement only permits the accrual of compensatory time if it cannot be used during the pay period it is earned. The Agreement also caps compensatory time for positions where irregular hours are customary. The Agreement also provides that employees who are designated as essential will receive compensatory time when they are required to work during an emergency closing.

Vacation: The Agreement reduces the number of vacation days that can be used without prior approval. The Agreement increases the amount of vacation time that can be paid out upon separation from 44 to 60 days but now provides that employees terminated for misconduct are not eligible for any vacation payout.

Probationary Periods: The Agreement provides for probationary periods when an employee accepts a new position through promotion, transfer, re-hire or recall from layoff. Currently only newly hired employees serve a probationary period.

Reductions in Force: The current reduction in force language requires up to twelve months of notice, or payment in lieu of such notice, prior to a layoff. The tentative Agreement reduces the payment in lieu of notice to half (50%) of what the employee would have earned had he or she worked the full notice period.

Reimbursement for Professional Development: UConn agreed to increase the UCPEA professional development fund from \$187,000 to \$400,000. These funds are used by professional staff members to participate in job-related seminars, conferences, workshops and other professional activities that increase skills and redound to the benefit of the University.

Reimbursement for Child Care Expenses: UConn agreed to increase the Child Care Fund by \$58,400 (from \$41,600 to \$100,000).

Phased Retirement: UConn agreed to formalize the use of the state Voluntary Schedule Reduction Program to permit UCPEA employees, with the approval of management, to reduce their schedule and workload for up to three years immediately prior to retirement while retaining full benefits.

Salary: The proposed agreement – would begin July 1, 2016 and end June 30, 2021. It includes no across-the-board wage increase in years 1 and 2 (FY 17 and 18), a \$2000. One-time payment in year 3 (FY 19) and across-the-board wage increases for those employees whose performance is satisfactory in years 4 and 5 (FY 20 and 21), plus one time performance awards in years 3, 4 and 5, and performance based compensation in years 4 and 5.

<i>Fiscal Year</i>	<i>FY 17</i>	<i>FY 18</i>	<i>FY 19</i>	<i>FY 20</i>	<i>FY 21</i>
General Wage Increase	0%	0%	0%	4.5%	4.5%
Flat Sum Payment			\$2000.		
One time awards			.05%	.05%	.05%
Performance Based Comp				0.5%	.05%
Total Wage Increase	0%	0%	\$2000. Plus up to 0.5%	Up to 5.5%	Up to 5.5%

In years 3, 4 and 5 0.5% will be distributed to employees as one-time performance payments of between \$1,000 and \$5,000 for extraordinary job-related achievement and/or completion of a significant and important departmental or university project or goal, and in years 4 and 5 up to 0.5% shall be distributed to employees whose job performance exceeds expectations and who have advanced the mission and goals of their department and sustained a level of performance that consistently exceeds their peers.

Note that individual employees are not guaranteed to receive performance-based compensation. Rather, it is awarded at the discretion of each individual employee's supervisor and department/division and is given based solely on merit.

Furlough Days: In year 2 of the contract each bargaining unit member will be required to take three unpaid furlough days. We have agreed to deduct three days of salary over the pay periods that remain in the fiscal year to minimize the impact on employees, and employees are allowed to take the time equivalent of three days, or 21 hours, at mutually agreeable times.

Job Security: The Tentative Agreement provides job security to most bargaining unit members for the life of the contract. The University has retained the flexibility to restructure or reorganize, and any employee whose position is eliminated due to such reorganization will be offered a comparable position at the same salary, or a separation agreement linked to the contractual notice period. Any employee who declines both a comparable position and a separation agreement may be laid off and retains recall rights.

Duration: Five-Year duration from July 1, 2016 to June 30, 2021.

RESOLUTION:

Resolved by the Board of Trustees that the Tentative Agreement for a collective bargaining agreement between the University of Connecticut ("University") and the University of Connecticut Professional Employees Association Local 3695 AFTCT, AFT, AFL-CIO is hereby approved; and

That the President of the University is authorized to execute such Agreement on behalf of the University; and

That the President is authorized to do all things necessary to implement the Agreement.

UCPEA - FISCAL IMPACT

Article	Cost Impact	Comments	FY18 Cost (\$M)	FY19 Cost (\$M)	FY20 Cost (\$M)	FY21 Cost (\$M)	Total Cost (\$M)
Salary/Wage increases - permanent	Permanent funding needed for FY20, FY21	Total wage increases are 0% in FY17,FY18,FY19; 5.0% in FY20, FY21.			\$ 6,997,653	\$ 7,382,524	\$ 14,380,177
Salary/Wage increases one-time	One-time costs in FY19, FY20, FY21	A one-time payment of \$2,000 will be provided in FY19; A .5% pool will be provided as one-time merit based increases in FY20, FY21.		\$ 3,685,126	\$ 632,656	\$ 667,439	\$ 4,985,221
Tuition Reimbursement and Professional Development	\$218,500 of new money annually (\$25,000 for tuition will come back to UConn to cover fees).	UConn agreed to Increase the Professional Development Fund from \$187,000 to \$400,000	\$ 213,000				\$ 213,000
		Tuition reimbursement from \$19,500 to \$25,000. An additional \$25,000 is available to cover fees for courses taken at UConn.	\$ 5,500				\$ 5,500
Child Care	\$58,400 of new money annually.	Increase in Child Care Fund from \$41,600 to \$100,000. Increase of \$58,400.	\$ 58,400				\$ 58,400
Vacation Leave	Should result in reduction in utilization of vacation time. The additional vacation liability amounts to \$2.3 million. Cost shown assumes 10% of those employees leave.	The parties have agreed to reduce the number of vacation days that can be used without advance notice or approval from 3 to 2. The parties have agreed to increase the maximum payout of unused vacation days upon separation from 44 to 60 but employee's terminated for misconduct are now ineligible for any payout.	\$ 233,140				\$ 233,140
Compensatory Time	Compensatory time payout for high balance employees in athletics is \$186,552. Some cost avoidance by limits on accrual and expiration of unused time after only two years.	UCPEA agreed to UConn's proposal that will require "extraordinary" hours to be taken off during the same pay period that they were worked. Only if this is not possible can compensatory time can be accrued. Written supervisory approval is required to earn comp time and prior to its use. The parties agreed that unused compensatory time will expire after two years instead of three. UCPEA agreed that "high balance" employees in athletics will receive a fixed amount of comp time per year (10 days) in lieu of hour for hour accrual. In exchange, Athletics will issue one-time payments to these employees to exhaust their current accruals at 25 cents on the dollar.	\$ 186,552				\$ 186,552
Furlough Days	Savings in FY18	3 Furlough days will be taken in FY18	\$ (1,466,898)				\$ (1,466,898)
Longevity	Cost shifts from FY18 to FY19	Delay April 2018 longevity payment until FY19	\$ (653,478)	\$ 653,478			\$ -
Salary Cost / (Savings)			\$ (1,423,784)	\$ 4,338,604	\$ 7,630,309	\$ 8,049,963	\$ 18,595,092
Fringe Benefits			\$ (574,800)	\$ 1,518,511	\$ 2,670,608	\$ 2,817,487	\$ 6,431,807
Total Cost / (Savings)			\$ (1,998,584)	\$ 5,857,115	\$ 10,300,917	\$ 10,867,450	\$ 25,026,899

Notes:

Source data based on snapshot from May 2017

Costs included in chart are incremental

COLLECTIVE BARGAINING AGREEMENT

Between

The University of Connecticut
Board of Trustees

And

The University of Connecticut
Professional Employees Association
Local 3695
AFTCT, AFT, AFL-CIO

JULY 1, 2016 – JUNE 30, 2021

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Article 1.

RECOGNITION

1.1 Pursuant to the provisions of Connecticut General Statute §§ 5-270, *et seq.*, and as certified by the Connecticut State Board of Labor Relations in Case No. SE-3541, Decision No. 1481, dated January 24, 1977, the Board of Trustees of the University of Connecticut (hereinafter referred to as “the University” or referred to as “the Board”) hereby recognizes the University of Connecticut Professional Employees Association, Local 3695, American Federation of Teachers Connecticut (AFT-CT), American Federation of Teachers, AFL-CIO (hereinafter referred to as “the Union” or referred to as “the Bargaining Agent” or referred to as the “UCPEA”) as the exclusive bargaining agent for all professional employees excluding those in the Faculty Unit or with faculty rank, faculty in the Law School, those in the University of Connecticut Health Center (Farmington) and the following titles:

President

Provost

Vice Provost

Assistant Vice Provost

Vice President

Executive Vice President & Chief Financial Officer

Executive Vice President

Associate Vice President

Chief of Staff

Deputy Chief of Staff

Associate Vice Provost

Assistant Vice President

Dean

Associate Dean

Assistant Dean

Dean of Students

Specialist I-IV

University Staff Professionals I-VI

University Educational Assistants I-III

Coaches

University Technicians I-II

Directors who meet the criteria for management and/or confidential exclusions under C.G.S. § 5-270.

Associate Directors who meet the criteria for management and/or confidential exclusions under C.G.S. § 5-270.

Assistant Directors who meet the criteria for management and/or confidential exclusions under C.G.S. § 5-270.

Part-time professional employees on the regular payroll who are employed less than 1/2 time.

Any other employee who meets the criteria for management and/or confidential exclusions under C.G.S. § 5-270.

1.2 Notwithstanding the exclusions listed above, the Board of Trustees reserves its right under the State Collective Bargaining Statute, Section 5-270, to exclude additional positions which are or which may become managerial during the life of this contract.

Article 2.

ROLE OF PROFESSIONAL STAFF

2.1 The Board of Trustees recognizes the importance of the professional staff to the excellence of the University and considers their contribution an integral part of the University's mission to provide education for the citizens of Connecticut.

Professional staff include, among others, academic advisors, accountants, computer programmers, financial aid staff, health care professionals, librarians, public service unit personnel, student affairs personnel, research administrators, and others engaged in the administration of the University and its programs.

Professional employee means any employee engaged in work:

- a. predominantly intellectual and varied in character, as opposed to routine mental, manual, mechanical or physical work;
- b. involving the consistent exercise of discretion and judgment in its performance;
- c. of such a character that the output produced or the result accomplished cannot be standardized in relation to a given time period; and
- d. requiring at least a four-year college degree or equivalent advanced professional training customarily acquired through formal instruction and study.

This article is not grievable under the contractual or non-contractual grievance procedure.

Article 3.

BOARD PREROGATIVES

3.1 It is recognized that the Board of Trustees has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility or prerogative to direct the operations of the University of Connecticut, its schools and branches, in all aspects. The Board shall make rules for the governance of the University including, but not limited to, those concerning the admission of students; the setting of fees for tuition and refund of tuition; the establishment of schools, colleges, divisions and departments; and the expenditure of the University's funds within the amounts available.

3.2 The ability to determine, to make rules for, or to approve such things as the care, maintenance, and operation of buildings, land, apparatus, and other property used for school purposes; educational policy, programs, and courses; staffing requirements, the academic calendar; the selection, appointment or assignment of duties and hours of work; leaves of absence, vacations, sick leaves, terminations of service, qualifications, rank, and status of individual members of the professional staff, standards of performance, discipline, order and efficiency, as well as the decision to reward, promote, demote, suspend, discipline or discharge unit members for lack of work or other legitimate reasons; to determine whether the whole or any part of the operation shall continue; to submit budgets to the General Assembly, to make such transfers of funds within the appropriated budget as it shall deem desirable, and to expend monies appropriated by the State of Connecticut for the maintenance of the University shall be under the sole jurisdiction of the Board of Trustees.

3.3 These rights, responsibilities and prerogatives are not subject to delegation in full or in part except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this agreement. No action taken by the Board with respect to such rights, responsibilities, and prerogatives other than the specific provisions contained in this agreement shall be subject to the contractual grievance provision of this contract.

Article 4.

PROFESSIONAL FREEDOM

4.1 The University shall endeavor to preserve and facilitate freedom of speech, written or oral, and other constitutionally protected civil liberties. The UCPEA and its members recognize their obligation to be accurate, exercise appropriate restraint, and show respect for the opinions of others.

Employees shall endeavor to seek internal remedies to University problems before turning to outside resources such as those provided by state or federal statutes. With issues related to their jobs, employees shall inform their supervisors and shall seek to exhaust administrative remedies within the University before issuing public statements.

4.2 Repeated failure to abide by this article may be considered grounds for disciplinary action.

Article 5.

NONDISCRIMINATION

5.1 The University and the Union shall not discriminate against any professional employee on the basis of race, disability unrelated to ability to perform the job, religion, national origin, sex, age, gender identity, marital status or sexual orientation, or any other protected class, or membership or participation in, or association with, the activities of any employee organization or political party.

The University Office of Diversity and Equity (ODE) has responsibility for diversity and equity compliance at the University. All complaints alleging discrimination are most appropriately addressed by ODE for investigation, and will be referred directly to that Office. Such complaints shall not be subject to the contractual or non-contractual grievance procedures provided for in Article 23. The University ODE, CHRO or EEOC shall be the sole forums in which resolution to discrimination claims may be sought.

Concerns about diversity and affirmative action shall be raised initially in Labor/Management meetings with additions to attendance appropriate to the subject being addressed.

Article 6.

VACATION LEAVE

6.1 Each employee shall be entitled to annual vacation according to the following schedule:

- a. 12-month employees shall receive 1.75 vacation days credit for each month of employment, plus one additional day, for a total of 22 days maximum per year.
- b. Employees working fewer than 12 months (including 9 or 10-month employees who are paid on a 12-month basis) shall accrue vacation on a prorated basis. Employees employed on a part-time basis shall accrue vacation on a prorated basis.
- c. Recognizing that large vacation accumulations are to be used during departmental slow times, all employees may accumulate vacation credit of up to 60 vacation days, except as noted below:

Vacation days may not be accumulated beyond this amount except by specific permission of a University Vice President, Director or designee. It is understood that employees who have previously accumulated more than the 60 days may retain this accumulation provided that in no case may the employee's accumulation

exceed the number of days he/she presently has. The original entitlement over 60 days diminishes upon use until it reaches 60 days. (It does not remain as a permanent entitlement of additional possibility of accrual.) Once below 60 days, it cannot be accumulated beyond 60 again.

An employee whose reasonable request for vacation time has been denied shall be permitted to accrue that time beyond the 60 days.

- d. A legal holiday, as enumerated in Article 8 below, which occurs during the employee's vacation shall not be charged against the employee as a vacation day.
- e. To the extent possible, consistent with a department's workload, the choice of vacation periods shall be up to the individual employees. In the event of unresolved conflicts over vacation schedules between two or more employees within the same department, preference shall be determined by seniority within the department provided that final decision shall be based on the needs of the department and shall be determined by the appropriate Dean, Director or Department Head. Employees may take up to 2 vacation days per calendar year without requesting them in advance from their Dean, Director or Department Head. Employees may not take said 2 vacation days in conjunction with the 2 personal leave days provided for in Article 9.1 in order to be excused from work for 4 consecutive days.
- f. If any employee's service is separated for any reason except for termination for misconduct, the employee (or the employee's estate if deceased) shall be entitled to receive full pay for each unused vacation day up to 60 days. Employees who are terminated for misconduct will not be entitled to any payment for vacation day accruals.
- g. If an employee becomes ill or is injured while on vacation, such time shall be charged against sick leave, provided that if requested, the employee provides the appropriate Dean, Director or Department Head with medical documentation of said illness or injury.

Article 7.

NOTICE OF INTENT TO LEAVE

7.1 Employees intending to leave the employ of the University must give one month's notice in advance. After giving notice, such employees must serve at least ten (10) workdays on the job prior to leaving. Employees serving less than ten (10) workdays on the job shall forfeit one day of paid vacation for each day less than ten (10) workdays on the job. This requirement may be waived by the appropriate Vice President, Director, or designee.

Article 8.

HOLIDAYS

8.1 Each employee shall be entitled to time off with pay for each legal holiday listed herein or any other legal holiday declared by the Governor or General Assembly.

LEGAL HOLIDAYS: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day.

If such a holiday falls on a Saturday, it shall be observed on the preceding Friday. If such holiday falls on a Sunday, it shall be observed on the following Monday.

Any employee who is required to work on a legal holiday shall be granted a compensatory day for that holiday to be taken by the end of the succeeding calendar year at a time mutually agreed to by the parties. In order to earn a day for use as a religious holiday, an employee may request to work on a holiday on which his/her department is open.

8.2 Part-time employees shall be granted time off with pay on a pro-rated basis for holidays. Employees who work less than a full-time five-day workweek over 12 months will receive all 12 holidays on a pro-rated basis.

Article 9.

PERSONAL LEAVE

9.1 Each employee in the bargaining unit shall be entitled to 2 days per year for emergencies or personal business. Employees shall be expected to notify their supervisors of their anticipated absence as early as possible. Personal leave is not accrued.

Article 10.

CIVIC OBLIGATIONS

10.1 Jury Duty or Court Appearances Under Subpoena

Each employee called as a juror or subpoenaed to appear in court for reasons resulting from his/her University employment, shall be granted leave for that purpose at no loss of pay or charge to other leave, provided that:

- a. The employee notifies the appropriate department head within four (4) days of receiving notification to serve as a juror or of receiving the subpoena.

- b. The employee either refuses pay, excluding mileage, for serving on a jury or turns the jury pay over to the University.

10.2 Civic Emergencies

Employees who are fire, ambulance, or other recognized emergency personnel, and who have so notified their supervisors in advance, may request time off for emergency duty. Approval of each request for emergency duty is solely at the discretion of the first level supervisor outside the bargaining unit.

Up to five (5) requests per year may be granted with pay. Additional approved requests shall be charged to vacation time. The denial of time off for civic emergencies is not grievable or arbitrable under this contract.

Article 11.

SICK LEAVE

11.1 The University recognizes its obligation to provide paid and unpaid sick leave for bona fide personal illness to members of the professional staff.

- a. Full-time employees shall receive paid sick leave for bona fide personal illness up to fifteen (15) workdays per contract year. Part-time employees, including those working less than 12 months, shall have it prorated. Sick leave may also be used for illness or death in the immediate family; however, from the 15 days, leave for these categories shall not exceed 5 days in a fiscal year, except for illness of one's child, grandchild, spouse, domestic partner and/or parent, which shall not exceed 10 days in a fiscal year. Immediate family shall mean parent (guardian, stepparent), parent-in-law, spouse, domestic partner, son or daughter, stepson or stepdaughter, son-in-law, daughter-in-law, stepson-in-law, stepdaughter-in-law, sibling, sibling-in-law, grandparent, grandparent-in-law, grandchild, niece, nephew, aunt, uncle, or any person living with the employee. Employees shall be allowed to use sick time for doctor appointments for themselves, the employee's mother, father, child, or any person living with the employee.
- b. Decisions as to the granting of paid sick leave for bona fide personal illness, or for illness in the immediate family when the use of sick days during a fiscal year exceeds 15 workdays, shall be made by the Department. When accompanied by a medical certificate, if requested, and having made adjustments for past use of sick leave, the Department shall grant an employee who requires it no less sick leave than they would have been eligible for had the University had an accrual sick leave system, subject to the fiscal year limits referenced above if the sick leave is to be used for illness or death in the immediate family.
- c. Decisions as to the granting of unpaid or family leave shall be made by the University Administration coordinated by the Department of Human Resources.

- d. Before being granted, all requests for sick leave must be approved (by the first level supervisor outside the bargaining unit) as a bona fide illness, which prevents an employee from carrying out his/her responsibilities. A medical certificate may be required for any illness regardless of the number of days.
- e. Application for sick leave in connection with childbirth shall be considered on the same basis as leave requests for any other sick leave.

11.2 In cases where employees have been allowed to accumulate unused sick leave days, such days shall remain "banked." Employees whose need for sick time for bona fide personal illness exceeds what they would have been entitled to under an accrual system shall, at their option, be entitled to use any banked time. At the time of retirement or termination, any unused "banked" days an employee has remaining shall be subject to the provisions of Section § 5-247 of the State Personnel Act. No employee shall be forced to use her/his banked sick time.

11.3 Sick Leave Bank

- a. The Sick Leave Bank, established effective November 1997, consists of time made available by the donation of accrued vacation or holiday time by members of the bargaining unit.
- b. Donation of time may occur in July and the last pay period in December and shall be either one-half or one-day increments. Access to the bank shall be under guidelines developed by the UCPEA and the University, by way of signed agreement between the parties. The Sick Leave Bank Committee shall be composed of union members and at least one management member. Each year of the contract the University shall match on a one-to-one basis donations by UCPEA members, up to a maximum of the equivalent of 20 donated days.
- c. The Sick Leave Bank shall be available as a source of sick time when all other options (contract year sick leave allotments, 'as if' accrued sick leave, banked sick leave, vacation, personal leave, holiday and compensatory time) are exhausted. The Sick Leave Bank is for very serious or catastrophic illness or injury. The University may also grant, solely at its discretion, additional paid sick time beyond any allotted from the Sick Leave Bank. Consideration of additional paid sick time in excess of any allotted from the Sick Leave Bank shall be coordinated by the Department of Human Resources. The Sick Leave Bank may also be available as a source of paid caretaker leave for an employee who must care for the catastrophic illness or injury of a dependent child or spouse, not to exceed leave entitlements provided under the Federal Family and Medical Leave Act. The Sick Leave Bank may only be accessed for paid caretaker leave after the exhaustion of the 10 sick days of leave available pursuant to 11.1 (a) and exhaustion of all vacation, personal leave, holiday and compensatory time.

11.4 Workers' Compensation

When an employee is out of work due to a work-related injury or illness, the procedures and provisions of the Workers' Compensation Statutes will be followed. Should an employee's absence be for less than the duration required for Workers' Compensation coverage to begin, the use of either existing or "as if accrued" sick time shall not disadvantage any future needs for sick time up to the amount utilized. If an employee chooses to supplement the Workers' Compensation pay with his or her own time balances up to 100% of salary, that time shall be deducted and will not be available for future utilization.

11.5 Fitness for Duty Examinations

The University is permitted to compel an examination by a physician or medical provider of the University's choice and at the University's expense in the following situations:

- a. where there are reasonable grounds, based upon observed behavior or lack of performance, suggesting that an employee is unfit to perform the essential functions of the job due to a medical condition (mental or physical);
- b. where the University requires verification that an employee is fit to return to work and perform the essential functions of the position following any medical leave;
- c. where the University requires verification that an employee on medical leave is, in fact, unable to work; and
- d. where there is observed impairment on the job suspected to be the result of drug or alcohol use, pursuant to a protocol mutually agreed upon between the UCPEA and the University by January 2, 2017.

Article 12.

MATERNITY AND PARENTAL BENEFITS

12.1 The University shall grant an employee giving birth to a child up to thirty (30) workdays paid leave related to childbirth. Such leave shall be subtracted from her sick leave entitlement to the extent that it exists, including "as if accrued" and previously earned banked sick leave. Time characterized as maternity leave related to childbirth shall commence on the date of birth and extend 30 workdays thereafter. Unpaid time, either preceding or following the birth, shall be considered as medical or family leave, as appropriate.

12.2 The University shall grant an employee up to 5 workdays paid leave at the time of birth, adoption, or taking custody of a child or for the prenatal or postnatal care of a spouse or significant other. Such leave shall be subtracted from her/his sick leave entitlement if it exists and shall be deducted from that portion of the employee's sick leave available for illness of a child.

Employees shall be entitled to use up to 30 workdays of accrued time (i.e. vacation, compensatory time, holiday time, personal leave) at the time of birth or adoption. This is not subject to management approval nor shall the employee be required to use accrued time in conjunction with unpaid leave.

12.3 Upon expiration of paid leave following the birth or adoption of a child, the employee is entitled to up to twenty-four (24) weeks unpaid leave, with her/his position held, per C.G.S. § 5-248a.

12.4 Following the birth or adoption of a child, parents who do not wish to take a leave of absence without pay as in 12.3 above, nor to return to work full-time, shall be entitled to work half-time for up to six (6) months. Employees may request to work half-time for up to 12 months; any leave beyond the first six months shall be subject to management approval. Approved time utilized during the second six months will be counted toward the employee's entitlement under the Family and Medical Leave Act.

Article 13.

EDUCATIONAL LEAVE

13.1 Each year of the contract a total of up to four (4) educational leaves may be granted to employees in the bargaining unit in order to engage in projects or develop products that are believed to be of value, or to advance the interests or reputation of the University. All such leaves are a privilege rather than a right. Employees desiring such leave must apply through the chain of command at least one year in advance of the projected leave.

Employees with seven (7) or more years of continuous service in the bargaining unit may be eligible for a one-year educational leave.

Employees on such leaves shall not engage in paid employment elsewhere.

No staff member shall be eligible for more than one such leave in a ten (10) year period. At least ten (10) years shall elapse between leaves. The recipient must agree to return to the University for at least one year of service following the leave.

Employees granted educational leave under Article 13.1 shall be allowed to choose to take a 1/2 year leave at full pay rather than a 1 year leave at 1/2 pay. There is no increase in the number of employees allowed to take such leave annually.

Employees granted educational leave under Article 13.1 shall continue to enjoy the full tuition waiver for the duration of their leave as defined under Article 35.

13.2 Educational Leave Application Procedure

- a. All applications for educational leave shall be made in writing at least one year prior to the date that the leave is to begin. The written application shall contain a description of the proposed activity to be undertaken, as well as an indication of the mutual benefit to the individual and to the University. This application shall be submitted through the appropriate Department Head, Dean or Director, to the Vice President or his or her designee who, in turn, will submit it to the Board of Trustees with a recommendation of the appropriate Department Head, Dean or Director, and Vice President or his/her designee. Only positive recommendations will go beyond the Vice Presidential level.
- b. Applicants shall receive written notice in a timely manner of the recommendation at each level in the supervisory chain of command.

Such written notice shall contain a full explanation of the reasons for any unfavorable recommendation. Ordinarily, the applicant will receive written notice of the Board's final action at least six months prior to the requested commencement of the leave.

- c. The Union shall be given written notice of the final approval or disapproval of any application for educational leave.
- d. The educational leave application procedure shall not be grievable.

Article 14.

MAINTENANCE OF STATUS WHILE ON PAID LEAVE

14.1 Each employee who is on any paid leave shall automatically receive any pay increases, benefits, accrual of time toward retirement, and standard accrual of vacation time, or seniority that have accrued to his or her position during the period of such leave.

Article 15.

LEAVES WITHOUT PAY

15.1 Union Leave without Pay

Up to three (3) employees per year, (with an FTE not to exceed one (1)) who are elected or appointed to positions with the Union will, upon prompt application and with the approval of the appropriate Provost, Vice Provost, Vice President or designee, be granted a one-year leave of absence without pay for the purpose of accepting this position. Persons granted full-time leave shall have all insurance and other benefits if they or the Union wish to pay for such benefits. During such leave they shall accrue seniority as though still employed, however, no vacation days will

accrue. Persons on partial leave for one year shall retain benefits on a pro-rated basis. Upon return, they shall be placed in the assignment that they left, providing the position has not been eliminated, or placed otherwise in a comparable position for which they are qualified.

15.2 Emergency Leave Without Pay

Short leaves to cover emergency situations may be granted by the appropriate department head if arrangements can be made to assign the work to others. The period of such leave should not exceed ten (10) workdays without prior approval of the Provost, Vice President or his/her designee. This is intended for reasons other than those covered by the Family and Medical Leave Act.

15.3 Professional Educational Leave Without Pay

Leave of absence without pay may be granted by the Provost or Vice President for reasons considered to be in the best interest of the University and in the interests of professional growth and improvement of the staff member concerned. All such cases are treated as special cases. Staff members desiring such leave should apply through their department head to the appropriate Vice Provosts or Vice Presidents.

15.4 Maintenance of Status While on Unpaid Leave

Any employee on unpaid leave shall have his/her position retained and upon his/her return to work shall benefit by any increase in salary and/or fringe benefits that accrued to his/her position during the period of such leave. Vacation, holiday leaves, and seniority do not accrue during unpaid leave.

15.5 Voluntary Leave Program

The Voluntary Leave Program, as constituted on July 1, 1994, shall be extended for the life of the contract. This may be amended based upon discussions/negotiations between the DAS and the SEBAC.

Article 16.

WORK SCHEDULES

16.1 With the approval of the appropriate Vice President or designee, departments may establish a flexible schedule program that, while not adversely affecting departmental services, can afford greater flexibility to employees. Flexible schedules are considered non-permanent. Before taking effect, in addition to the written authorization of the manager outside the bargaining unit, all such schedules must be approved by the Department of Human Resources. Except by mutual agreement otherwise, denials shall be given to employees in writing within twenty (20) workdays of the written request. Any denial of a request for a flexible schedule shall

be accompanied by a reason for the denial. Denials shall not be arbitrary, capricious, or without good business reason. Prior to filing a grievance an employee may ask that a representative of the administration and a representative of UCPEA attempt to resolve the dispute.

16.2 The University's regular administrative hours are defined as between 8:00 a.m. - 5:00 p.m. UCPEA employees' work schedules normally approximate 35 hours per week (historically 8:30 a.m. to 4:30 p.m.). A flexible schedule is defined as some of the hours falling outside of the University's regular administrative hours.

When the University identifies a need to adopt a temporary flexible schedule, management will first seek volunteers from within the work group. Failing to attract sufficient volunteers, the work group will be empowered to develop schedules to meet the unit's needs. If the work group is unable to address this need, then, consistent with the needs and functionality of the work group, individual employees may now be required to work a temporary flexible schedule of up to one fiscal year, with 20 working days notice. Such requirement will not be made arbitrarily or capriciously. Individuals may be exempted from flexible schedules for reasons including, but not limited to, child/parental care, health or unavoidable personal issues. The parties recognize that the University may require immediate, temporary schedule changes in the event of a declared local, state, or federal natural disaster or health emergency. Such schedule changes shall be limited to the duration of the declared natural disaster or health emergency.

16.3 Changes in Work Schedules Within the University's Regular Administrative Hours

In circumstances where the University identifies a need to change work schedules, within the University's regular administrative hours (between 8:00 a.m. – 5:00 p.m.), management will first seek volunteers from within the work group. Consistent with the needs and functionality of the work group, individual employees can be required to work a different work schedule, within the University's regular administrative hours, with 10 working days notice. Individuals may be exempted from schedule changes for reasons including, but not limited to, child/parental care, health or unavoidable personal issues.

16.4 Off Site Work

The following statement represents current practice and is not an expansion of work conditions. Given the definition of professional work contained in Article 2.1 of this agreement, the University agrees it is not unreasonable to consider differing methodologies for accomplishing professional work. This may include, in some limited cases, agreements to have work produced off site utilizing appropriate technology. Each situation must be evaluated individually, and approved in accordance with established procedure.

16.5 Telecommuting

Telecommuting is a work arrangement in which some or all of the work is performed at a work site that is off University property, such as the home. It is one of the flexible work arrangements that departments may establish for staff to enable them to achieve a more successful work-life balance. Telecommuting arrangements must be in accordance with University

telecommuting procedures and be in the best interest of the University. Managers will be encouraged to give serious consideration to all reasonable requests for telecommuting arrangements with the final authority to approve a telecommuting arrangement resting solely with the President, Provost, Vice President or designee. The President, Provost and Vice President decision is final and binding and is not subject to the grievance process.

Article 17.

STUDENT HEALTH SERVICES

17.1 Overtime, Generally

When Student Health Services employees who are licensed as nurses, nurse practitioners, lab technicians or X-ray technicians, are required to work a half shift or more beyond the equivalent of a full-time workweek, they shall be paid at time-and-one-half of their base rate of pay for the additional time worked if they are covered by FLSA. FLSA exempt employees shall receive either time and time-and-one-half pay or time-and-one-half compensatory time. When part-time employees work a half shift or more beyond their regular schedule, they will receive either straight time pay or compensatory time up to the equivalent of a full-time workweek, and time and time-and-one-half worked thereafter.

For FLSA exempt employees, the decision about either pay or compensatory time shall be mutually agreed by the SHS management and the employee. If there is no agreement the individual shall be paid rather than accrue compensatory time.

At no time shall an FLSA exempt employee receive the time-and-one-half pay or compensatory time provided for in this Section while also receiving the stipends or differentials provided in the other Sections of this Article.

17.2 Shift Differentials

a. Night Shift

1. When a Student Health Services employee who is a regular employee of the University and who is licensed as a nurse, nurse practitioner, lab technician or X-ray technician (collectively, "licensed professionals") is scheduled to work the full weekday night shift, (which shift typically includes those hours between 11:00 pm and 7:00 am, between Monday at 11 pm through Saturday at 7 am) (the "night shift"), s/he shall be paid a differential of 20% of his or her hourly rate as derived from his or her base annual salary for each hour worked. This will not apply to employees who happen to work hours that overlap a portion of the night shift, but do not work the full shift.
2. Night shift differentials shall not be added or combined, and in no case will a licensed professional receive more than 20% per hour as a premium for working on

a night shift. The night shift differential will only be paid for hours actually worked, and not while the employee is on leave of any nature.

3. Under no circumstances will the night shift differential be paid to “Advice Nurses” or “Sexual Assault Response Nurses” unless s/he actually worked at SHS during the weekday night shift.

b. Weekends

1. When a licensed professional works hours between 8:00 am Saturday and 8:00 am Monday (the “weekend”), h/she shall be paid a differential of 15% of his or her hourly rate as derived from his or her base annual salary for each hour worked.
2. Weekend shift differentials shall not be added or combined, and in no case will a licensed professional receive more than 15% per hour as a premium for working on a weekend. The weekend shift differential will only be paid for hours actually worked, and not while the employee is on leave of any nature.
3. Under no circumstances will the weekend shift differential be paid to “Advice Nurses” or “Sexual Assault Response Nurses” unless s/he actually worked at SHS during the weekend shift.

17.3 Advice Nurses – Weekends

- a. Advice Nurse services will be provided off-site on weekends, only during the academic semesters. The shift between 4 pm and 8 am beginning on Saturday constitutes a single shift and the shift between 4 pm and 8 am beginning on Sunday constitutes a single shift. There will be two such shifts per weekend.
- b. The coverage pools will consist of qualified SHS Nurses who have successfully completed formal training as required by the Department. All coverage is provided on a voluntary basis, and will be scheduled for the entire school year.
- c. The stipend for Advice Nurses for a 4 pm to 8 am shift will be \$264.50.
- d. Nurses may be scheduled for one or the other available shifts, or for both shifts. The scheduled nurse will be responsible for coverage of his/her scheduled shift. If s/he is unable to cover the shift due to emergency reasons, it is her/his responsibility to arrange coverage. If s/he is unable to arrange coverage, s/he will notify the administrator on call, who will arrange coverage if possible, or may authorize the cancellation of coverage for that shift.
- e. The protocol for the Advice Nurse receiving phone calls and the contents of the Medical Resource Bag that the Advice Nurse carries will be established in accordance with accepted medical practice.

- f. The written statement concerning liability from Paul Shapiro, Assistant Attorney General, dated May 20, 1996, is incorporated by reference.
- g. In the unforeseen event that Student Health Services is required to remain open 24 hours on a specific weekend to provide on-site coverage (thus precluding the need for Advice Nurse services), such assignments may be cancelled.
- h. It is within the University's discretion to conclude that there is no longer a need for the Advice Nurse services program, in which case the University is under no obligation to continue this type of work or compensation for any duration.
- i. Nurses filling these positions will be exempt from the provisions of Article 18, Compensatory Time.

17.4 Sexual Assault Response Nurses and Mental Health Services – Weekends

- a. Assignment of Registered Nurses, Advance Practice Registered Nurses, and Mental Health Services Professionals (MHSP) (collectively referred to in this Section as "staff members") to respond to sexual assault situations, will be provided on weekends, only during the academic semesters. The shift between 4 pm and 8 am beginning on Saturday constitutes a single shift and the shift between 4 pm and 8 am beginning on Sunday constitutes a second single shift. There will be two such shifts per weekend.
- b. The coverage pool will consist of qualified SHS Nurses and MHSP who have successfully completed formal training as required by the Department. All coverage is provided on a voluntary basis, and will be scheduled for the entire school year. SHS management may disqualify an employee from eligibility for this assignment in their sole discretion, if it is decided that the employee resides too far away from the campus to be able to report in the required timeframe.
- c. The stipend for a 4 p.m. to 8 am shift will be \$300. A staff member called in to work will be paid for actual time worked, including travel time from home to the work site, but not less than two hours, at their regular rate of pay.
- d. Staff members may be scheduled for one or the other available shifts, or for both shifts. The scheduled staff member will be responsible for coverage of the scheduled shift. If the staff member is unable to cover the shift due to emergency reasons it is the staff member's responsibility to arrange coverage. If the staff member is unable to arrange coverage the staff member will notify the administrator on call who will arrange coverage if possible or may authorize the cancellation of coverage for that shift.
- e. The protocol for contacting the staff members with instruction to report to Student Health services will be established and published at the beginning of the program.

- f. In the unforeseen event that Student Health Services is required to remain open 24 hours on a specific weekend to provide on-site coverage (thus precluding the need for Sexual Assault Response Nurse/MHSP services) such assignments may be cancelled.
- g. It is within the University's discretion to conclude that there is no longer a need for the Sexual Assault Response Nurse/MHSP services program, in which case the University is under no obligation to continue this type of work or compensation for any duration.
- h. Staff members filling the aforesaid position will be exempt from the provisions of Article 18, Compensatory Time.

17.5 Mental Health Services – Weekends

- a. After-hours Mental Health Services within the Student Health Service will be provided on weekends, only during the academic semesters. The shift between 4 pm and 8 am beginning on Saturday constitutes a single shift and the shift between 4 pm and 8 am beginning on Sunday constitutes a second single shift. There will be two such shifts per weekend.
- b. The coverage pool will consist of qualified UCPEA bargaining unit Mental Health Services Professionals. All coverage is provided on a voluntary basis, and will be scheduled for the entire school year.
- c. The stipend for a 4 pm to 8 am shift will be \$230.
- d. Additionally, if the Mental Health Services Professional is required to come in s/he shall accrue compensatory time as outlined in the collective bargaining agreement.
- e. A location shall be identified in one of the residence halls where the Mental Health Services Professional can meet confidentially with students. In case of emergency, there shall be a phone available in this room and a residence hall employee shall wait outside the door. Parking shall be available for the Mental Health Services Professional.
- f. The scheduled Mental Health Services Professional will be responsible for coverage of his/her scheduled shift. If s/he is unable to cover the shift due to emergency reasons, it is his/her responsibility to arrange coverage. If she is unable to arrange coverage, she will notify the administrator on call, who will arrange coverage if possible, or may authorize the cancellation of coverage for that shift.
- g. The protocol for receiving phone calls and the contents of the Medical Resource Bag that the Advice Nurse carries will be established in accordance with accepted medical practice.
- h. The written statement concerning liability from Paul Shapiro, Assistant Attorney General, dated May 20, 1996, is incorporated by reference.
- i. In the unforeseen event that Student Health Services is required to remain open 24 hours on a specific weekend to provide on-site coverage (thus precluding the need for MHSP services) such assignments may be cancelled.

- j. It is within the University's discretion to conclude that there is no longer a need for the MHSP services program, in which case the University is under no obligation to continue this type of work or compensation for any duration.

17.6 .75 FTE and 9 Month Registered Nurses

- a. Except by agreement otherwise, all licensed professionals employed by SHS for a 9-month or 75% work schedule will begin the work year one week prior to the first day of classes at the start of the fall semester, at the discretion of the Department as necessary within the operational needs of SHS.
- b. These .75 FTE or 9 month licensed professionals shall accrue vacation time as if the employee worked one continuous month for the portion of time worked in May and portion of time worked in August.

17.7 Student Health Physician and Director of Sports Medicine

- a. The positions "Student Health Services Physician" and "Director of Sports Medicine" will be exempt from the salary limitations stated in Section 32.4 Salary Schedules.
- b. These positions will be exempt from all general provisions of Article 18, Compensatory Time, but will be eligible for "On-Call" pay pursuant to that Article.
- c. All other provisions of this collective bargaining agreement shall remain in effect for these positions.

Article 18.

COMPENSATORY TIME

18.1 Non-Exempt Employees

Compensatory time for non-exempt employees shall be in accordance with the Fair Labor Standards Act.

- a. Non-exempt members of the bargaining unit shall be paid their "regular rate of pay" for each hour worked up to 40 in a workweek consistent with the Fair Labor Standards Act ("FLSA") and State Department of Labor wage and hour laws and regulations. The implementation of this section shall be consistent with Article 16 of the collective bargaining agreement.
- b. Non-exempt UCPEA employees "regular rate of pay" shall be determined by dividing their bi-weekly pay rate by up to seventy hours.

- c. Non-exempt UCPEA employees will continue to receive compensatory time off for hours worked in excess of forty in a workweek in accordance with the FLSA and the collective bargaining agreement between the UCPEA and UCONN.
- d. Non-exempt UCPEA employees will be required to complete a time card every pay period. Time worked will be reported on a daily basis in quarter hour increments. Use of paid leave time will be charged in quarter hour increments with a one hour minimum.
- e. Compensatory time shall be afforded at the rate of one and one half hours for each hour for which overtime compensation is required by FLSA.
- f. When an employee's compensatory time earned under Article 18 (i.e. the compensatory time) reaches a total of 240 hours the employee shall be paid for additional compensatory hours earned.
- g. The University may elect to reimburse an employee for any unused compensatory time at any time, at its option.
- h. To the extent possible, consistent with a department's workload, the choice of when to use accrued compensatory time shall be up to the employee.
- i. Upon termination of employment, for any reason, an employee shall be paid out for any unused compensatory time.

18.2 Exempt Employees

Whenever an exempt employee, not including those listed in Article 18.5, is required by his or her supervisor to work extraordinary hours, the supervisor may (1) allow the employee to reduce his or her hours by an equivalent amount within the same pay-period or (2) award compensatory time off to be used in a subsequent pay-period. The following procedures shall be followed:

- a. The first supervisor outside the bargaining unit (or their designee), will confirm in writing to the employee the requirement to work extraordinary hours, specifying the reason for the requirement, and identifying the anticipated reduction in schedule to account for the extraordinary hours worked.
- b. In the event that a reduced schedule within the same pay period is not possible or practical, the supervisor may instead authorize the employee, in writing, to accrue compensatory time for future use. All compensatory time must be recorded on the employee's leave record as it is earned. All compensatory time must be utilized within two years of being earned at times mutually agreeable to the employee and the supervisor.

18.3 Employees will make every effort to request the utilization of accrued compensatory time and supervisors are encouraged to approve these requests whenever business needs permit. If an

individual employee's accumulation exceeds a balance of 140 hours, management may opt to pay for the time over 100 hours up to a maximum of 40 hours at a time.

18.4 On Call

An employee is considered to be "on call" when management requires that an individual be continuously available for responding to a work-related call for assistance during hours outside of their normal work schedule. The restraints placed upon the employee's personal freedom shall determine the level of compensation to be afforded for the hours on call as follows:

- a. An employee who is required to be available for call and in order to respond their travel is restricted, shall receive compensatory time equal to twenty-five percent of the time they are required to be on call.
- b. An employee who is required to be available for call, but has no restrictions to their travel in order to respond, shall receive compensatory time equal to ten percent of the time they are required to be on call.
- c. Actual time spent working in response to a call shall be compensated hour for hour with compensatory time.

18.5 Compensatory Time for Positions in Athletics and Residential Life

Due to standard irregular work hours within certain University operations and occupations, a fixed annual amount of compensatory time will be awarded in lieu of the process provided in Section 18.2 as follows:

- a. Hall Directors and Community Directors Live-In Staff employed in the Department of Residential Life shall receive seven days of compensatory time in the Fall Semester, seven days of compensatory time in the Spring Semester, and three days of compensatory time in the Summer Semester.
- b. Professional staff in positions within the Division of Athletics that have compensatory time balances in excess of 400 hours as of June 30, 2016, and any similar positions created and filled within the Division of Athletics, shall receive five compensatory days on July 1 of each fiscal year and five compensatory days on January 2 of each fiscal year. Effective the first full pay-period following July 1, 2016, current employees in the Division of Athletics with existing balances in excess of 400 hours as of June 30, 2016 will receive a payment for 25% of the accrued hours. Thereafter, these employees will accrue compensatory time in accordance with this paragraph. All compensatory time accrued under this provision by employees in Athletics must be utilized within one year of being earned at times mutually agreeable to the employee and the supervisor.
- c. Employees will be notified in writing upon hire or reclassification of eligibility for compensatory time under this provision.

- d. No other compensatory time or extra compensation for the irregular hours of work routinely expected of these positions shall be awarded.

18.6 Compensatory Time for Essential/Emergency Support Services Staff During University Closure

UCPEA members who are designated Essential/Emergency Support Services Staff and must report to work during a University closure shall be compensated hour for hour with compensatory time.

Article 19.

EMPLOYEE FILES

19.1 For the purpose of evaluating an employee, employee files may be maintained at all administrative levels and may contain notes, records and other documentation of employee performance. The employee's official, complete employee file will be housed in the Department of Human Resources.

Each employee shall have the right and may request to review the content of his/her employee file at any reasonable time mutually agreeable to the employee and the Department of Human Resources.

19.2 Others who shall have access to the employee files are:

- a. Individuals within the employee's department with stated job responsibilities relating to the maintenance of employee files (i.e., personnel officers, the dean, director, or department head, and confidential secretaries as designated by the supervisor).
- b. Other administrative personnel with legitimate reason may have access through the administrator responsible for the employee file.
- c. The UCPEA may review material in the employee's file at any time. An official representative of UCPEA, with the written authorization from the employee, may review specific material contained in the files relating to a grievance or a pending grievance.

19.3 No negative judgments that have not been discussed with the employee nor any materials that are not contained in the complete employee file may be used in any promotion or disciplinary action.

19.4 No anonymous material of any kind shall be placed in any employee file.

19.5 The employee shall be notified of the placement of any negative evaluative material in his/her employee file within ten (10) workdays, and shall have the right to write a rebuttal to any such material for inclusion in the file.

19.6 Employees recognize their responsibility to review the contents of their employee files.

19.7 The employee shall have the right to obtain a copy of any material placed in his or her employee file (excluding pre-employment records), for which a nominal charge may be levied.

19.8 Nothing in this article shall preclude the existence or maintenance of other employee files of a personnel nature.

Article 20.

PROBATIONARY EMPLOYEES

20.1 A probationary employee is an employee who has not completed a working test or trial period in their position. Such a period shall not exceed one year.

- a. All employees who have not completed a working test or trial period in the bargaining unit or who have been rehired after a break in service from a position represented by the UCPEA shall serve a one year probationary period.
- b. In addition, any current employee voluntarily reassigned or hired as a result of a search may serve a six-month probationary period, at the sole discretion of the first manager outside of the bargaining unit. Employees who fail their six-month probationary period and are dropped shall be placed on the Article 27 recall list for the position in which they previously held permanent status, for the full duration established in Article 27. Employees voluntarily reassigned or hired as a result of a search shall be eligible for salary increases as established in Article 32 during this probationary period.
- c. Any recalled employee shall serve a six-month probationary period. Employees who are not continued during their six-month probationary period and are dropped shall be placed on the Article 27 recall list for the position in which they previously had permanent status. In the first instance this occurs, the employee shall be entitled to the full duration of the recall period established in Article 27. In any instance thereafter, the employee shall only be entitled to the balance, as of the date of return to the recall list after the first placement, of the recall period established in Article 27. Recalled employees shall be eligible for salary increases as established in Article 32 during this probationary period. A manager shall only be required to accept a recalled employee once for a given position. If such employee is not continued during their probationary period, that manager may then initiate a search for that position.
- d. Employees who are converted from end-date to permanent in the same position after a year of service, reclassified in their own position, and/or involuntarily reassigned shall not be required to serve a probationary period.

Except as provided in Section 20.1 (d), service in a durational position, end-date position, student job or special payroll position does not satisfy any probationary period.

20.2 A newly hired employee shall be provided with a copy of their job description. Newly hired employees will be provided with electronic access to a description and explanation of the Job Classification system.

20.3 Approximately halfway through and at the end of his/her probationary period, each employee shall be given a written evaluation of his/her performance that is not grievable under either 23.1 (a) or 23.1 (b).

20.4 New employees shall be furnished a copy of this agreement together with other orientation materials supplied to the University by the UCPEA.

20.5 In the event that a probationary employee is dismissed before the end of his/her probationary period, he/she shall receive two weeks' notice or pay in lieu thereof.

20.6 In no case shall either the dismissal of an employee during his/her probationary period, or the non-continuation of an employee upon the completion of his/her probationary period, be grievable under any article of this agreement including 23.1 (b), or grievable and arbitrable under 23.1 (a). However, a probationary employee who is dismissed, or who is not continued, may appeal in person within ten (10) days to the office of the appropriate Provost, Vice Provost, Vice President, or designee. Within seven (7) calendar days of the hearing the Provost, Vice Provost, Vice President or designee shall respond in writing. The decision of the Provost, Vice Provost, Vice President or designee is final and not appealable to arbitration.

Article 21.

EVALUATION

21.1 For the purpose of promoting, maintaining and enhancing excellence in job performance, each department shall provide for evaluations of each UCPEA employee at least once a year. Such evaluations shall permit the continuing assessment of the quality of the individual's performance relative to the required duties described in his/her official job specifications and internal departmental job description (if applicable).

21.2 Evaluation Procedures

- a. The evaluation period shall be May 1st to April 30th of each year.
- b. Management may require employees, or employees may volunteer, to provide an annual report of activity and achievement to be used as a source of information for evaluations. If management makes such a requirement, they must do so in advance of the period for which they want the reporting. Employees shall be given a minimum of two weeks' notice for

providing the requested reports. Final reports for an evaluation year must be submitted by April 15th for consideration in the evaluation process.

- c. For the purpose of documenting and appraising the employee's performance during the period, as well as for providing suggestions for improvement, each supervisor of UCPEA staff, including supervisors in UCPEA positions, shall prepare a written evaluation with criteria appropriate to that department or work unit. While an evaluation may be done at any time during the evaluation year, one must be prepared and presented to each employee between April 15th and May 1st of each year.
- d. A cover sheet indicating appropriate demographic information and overall rating of performance that reflects the details of the evaluation shall accompany each evaluation. Ratings should be categorized as follows:
 - Outstanding
 - Very Good
 - Good
 - In Need of Improvement
 - Unsatisfactory
- e. The written evaluation and cover sheet shall normally be discussed with the employee within seven (7) calendar days of the time they are prepared. The employee shall normally sign the evaluation within seven (7) calendar days from receipt for the sole purpose of indicating that he/she has read it. Failure to sign may be considered cause for disciplinary action.
- f. An employee shall have the right to append to his/her evaluation a written statement presenting his/her concerns as they relate to the evaluation. This will be attached to the evaluation, become a permanent part of the record, and will be the final documentation associated with the performance evaluation.
- g. In addition to the employee's signature, others shall include the immediate supervisor and the first supervisor outside the bargaining unit, provided they are not the same person. The employee shall be given a copy of the final signed document, and a copy shall be sent to HR by May 15th.

21.3 Upon the written request of an employee, a job description will be provided by the Administration.

21.4 An employee may grieve only those evaluations that result in an overall unsatisfactory rating. If the overall unsatisfactory rating results in disciplinary action and the employee was notified of the discipline at the time of the rating, an employee may grieve under Article 22; however, he/she may not also file a separate grievance on the rating under this Article. During the Article 22 grievance the unsatisfactory rating shall be incorporated into the grievance.

Article 22.

DISMISSAL OR OTHER DISCIPLINARY ACTION

22.1 The provisions of this article apply to all non-probationary members of the bargaining unit.

The parties are in agreement that discipline shall be for just cause and that, except in cases of serious misconduct, the dismissal of any employee shall occur as the final step in a progressive disciplinary system and only after the rights of the employee to a fair hearing are provided. Cases of serious misconduct should be dealt with through an immediate administrative leave with pay, followed by a hearing at Step 22.3 (b) below.

Grounds for dismissal or other disciplinary action:

- a. Documented incompetence or failure to meet satisfactory standards of job performance based on written evaluations of his/her performance.
- b. Failure to meet educational requirements or to fulfill professional commitments, including certification and licensing, made in a written agreement at the time of employment.
- c. Misconduct or insubordination to reasonable directives to the employee, given as direct orders which are not illegal, or clearly dangerous, by his/her Dean, Director, Department Head or designee. If the employee feels that an order is not a part of his/her responsibilities, he/she may request and shall be given a written verification of that order. He/she shall carry out the order and aggrieve through the grievance procedure.
- d. Sexual harassment as defined in the CT State Statutes (§ 46a-60(8)).
- e. Drug and alcohol abuse in the workplace as defined in University policies.

22.2 Disciplinary action may include: (a) verbal or written warning or reprimand, (b) withholding of a satisfactory performance increase, (c) suspension without pay, (d) demotion, and (e) dismissal. In a case of a violation of 22.1 (c), (d), or (e) above, an employee may be placed on paid administrative leave of absence while the investigation is completed, if it is adjudged to be in the best interests of the University by the appropriate cabinet officer.

22.3 Procedures to be followed when disciplinary action such as the withholding of a salary increase, suspension without pay, demotion, or dismissal is contemplated:

- a. The employee shall be notified in writing, with a copy to the UCPEA office, of the investigatory or fact-finding interview. The employee shall be advised of his/her right to union representation. If representation is waived it shall be done in writing.

- b. When the investigation is complete and before a decision about discipline is made, the employee shall be afforded an opportunity to meet with the appropriate cabinet officer or his/her designee to hear the specific charges, the evidence against him/her, and to present his/her side of the situation. The employee shall be afforded fifteen (15) calendar days written notice of this meeting. Said notice shall include the date, time and location of the meeting, and the specific charges that form the reasons that disciplinary action is under consideration. Union representation is an entitlement at this meeting; if waived, the employee must do so in writing. At such a hearing the employee may call witnesses who he/she feels may have information related to the issue under investigation. A written decision shall be rendered within 15 calendar days from the date of the hearing and shall include a specific notice of discipline to be imposed and the effective date(s) of discipline. An employee who, without legitimate reason, fails to report to this hearing, shall be terminated immediately.
- c. The decision of the appropriate cabinet officer or their designee shall be final except for the appeal provisions noted in 22.3 (e).
- d. No member of the professional staff shall be suspended without pay until after the hearing specified in 22.3 (b). Placement on paid administrative leave described in 22.2 is understood to be part of the disciplinary process, but is not considered discipline.
- e. Suspension without pay, denial of a satisfactory performance increase, demotion or termination may be appealed to arbitration on the merits. For these penalties the arbitrator shall not substitute his/her judgment for that of the administrator except if it has been arbitrary, capricious or unreasonable.

Article 23.

GRIEVANCE PROCEDURE

The Parties agree that all problems should be resolved whenever possible before the filing of a grievance, and they wish to encourage open communication between administrators and employees, so that the formal grievance procedures will not normally be necessary.

23.1 Definitions

- a. A contractual grievance shall be limited to a claim that there has been a violation of a specific term(s) or provision(s) of this agreement or of those conditions of employment, which are specified in the contract.
- b. A non-contractual grievance shall be a dispute concerning the practices and policies of The University of Connecticut.

- c. A grievant may be an individual employee, a group of employees, or the Union on behalf of an individual or group of employees. It is understood that when the Union grieves on behalf of an employee or a group of employees, it shall identify the individual(s) and that the individual(s) may be required by either party to this agreement to testify at all levels of the grievance procedure.
- d. Immediate Supervisor shall mean the first person outside the bargaining unit with responsibility and authority to direct the grievant; it may be a supervisor, department head, director, dean, or someone designated as the supervisor with adequate authority to resolve the matter. If, in a contractual grievance the immediate supervisor is also the appropriate Step Two level administrator, the grievant may elect to file at Step Two and waive a Step One hearing.

23.2 Time Limits

A grievant shall be granted thirty-five (35) calendar days from the event giving rise to the grievance to submit the grievance in writing to the immediate supervisor. If the event occurs while the grievant is on authorized leave from the University and/or could not reasonably be expected to be knowledgeable of the event giving rise to the grievance, the grievant will have up to fourteen (14) calendar days after his/her return to work in which to submit the grievance in writing to the immediate supervisor. Similarly, the supervisor on authorized leave shall have fourteen (14) calendar days after his/her return to work to respond to the grievance in writing. In no case shall The University of Connecticut administration be obliged to process a grievance, which is submitted forty-five (45) days after the event giving rise to the grievance.

23.3 Procedure for Non-Contractual Grievances

a. Step One: Immediate Supervisor

If the informal attempt by the parties does not resolve the problem, the grievant, and a representative of the Union (if the grievant so desires) shall within the limits in 23.2 submit said grievance in writing to the immediate supervisor with a copy of the grievance to Labor Relations. The immediate supervisor will meet with the grievant and an UCPEA representative (if requested by the grievant) within fourteen (14) calendar days of the submission and will give his/her decision in writing within seven (7) calendar days of such meeting.

b. Step Two: Non-Contractual Grievance Panel

If the grievance is not resolved to the satisfaction of the grievant, or the UCPEA on behalf of a group of employees, within fourteen (14) calendar days of the receipt of the decision at Step 1, the grievant or the UCPEA, on behalf of the grievant(s), may notify the University Labor Relations Designee that he/she wishes to appeal to the Non-contractual Grievance Panel.

A Non-contractual Grievance Panel shall be chosen for each grievance in the following manner:

1. Within 21 days of the progression to Step Two the UCPEA shall select three (3) persons from within the UCPEA bargaining unit, but not from the department in which the grievance has been filed. Within 10 days, the University shall choose one of those persons for the Grievance Panel.
2. Within 21 days of the progression to the Step Two the University shall select three (3) persons from among the management of the University, but not from the department in which the grievance has been filed. Within 10 days, the Union shall select one of those persons as a member of the Grievance Panel.
3. Once the panel has been chosen, the panel's charge shall be given jointly by a representative of the University and a representative designated by the Union.

The two (2) members chosen above shall constitute the Non-contractual Grievance Panel and shall hold a hearing and render their decision, in writing, within forty-five (45) days of receiving their charge. If the decision of the panel is unanimous, it shall be final and binding and not appealable by either party. If the decision is not unanimous, the grievance may go to Step III.

Any changes to the time frame in the Step Two procedure shall be mutually agreed to by the Union and the University. Reasonable requests for extensions shall not be denied.

c. **Three: Vice Presidential Step**

If the decision of the Non-Contractual Grievance Panel is not unanimous, within fourteen (14) calendar days, the grievant, or the UCPEA on behalf of the grievant(s), may submit the grievance to the appropriate Vice President. The Vice President, Director or his/her designee may review the work of the Non-Contractual Grievance Panel. Within twenty-eight (28) calendar days after submission, the Vice President, Director or designee shall hold a hearing with the grievant and an UCPEA representative and respond in writing. The decision of the Vice President, Director or designee is final.

23.4 Procedure for Contractual Grievances

a. **Step One: Immediate Supervisor**

If the informal attempt by the parties does not resolve the problem, the grievant and a representative of the Union (if the grievant so desires) shall within the time limits of 23.2 submit said grievance in writing to the immediate supervisor with a copy to Labor Relations. The immediate supervisor will meet with the grievant and the UCPEA representative (if requested by the grievant) within fourteen (14) calendar days of the submission and will give his/her decision in writing within seven (7) days of such meeting.

b. **Step Two: Vice Presidential Level**

If the grievance has not been resolved to the satisfaction of the grievant, or the Union on behalf of the employees, it shall, within fourteen (14) calendar days of the receipt of the decision at Step One, be submitted to the Vice President. The Vice President, Director or designee shall, within fourteen (14) calendar days of the receipt of the grievance, meet with the grievant and the Union representative. Within seven (7) calendar days of the hearing the Vice President, Director or designee shall respond in writing.

c. **Step Three: Arbitration**

If the grievance is not resolved to the satisfaction of the Union, within fourteen (14) calendar days of the receipt of the decision at Step Two the Union may submit - with notice to the Provost or appropriate Vice President and Labor Relations designee - the grievance to the American Arbitration Association or the Connecticut Board of Mediation and Arbitration.

To qualify for arbitration, the grievance must meet the definition of a contractual grievance as defined in 23.1 (a) and must cite the specific article(s) of the contract involved.

23.5 Authority of the Arbitrator

- a. The arbitrator shall hear and decide only one grievance in each case.
- b. The arbitrator shall neither add to, subtract from, modify nor alter the terms and provisions of this agreement. Arbitration shall be confined solely to the application and/or interpretation of this agreement and the precise issues submitted for arbitration. The arbitrator shall refrain from issuing statements of conclusions not essential to determining the issues submitted.
- c. Fees and expenses of the arbitrator shall be borne equally by the Board and the Union.
- d. The decision of the arbitrator shall be final and binding provided that the terms of this section are not violated.

23.6 General Provisions

- a. Any grievance not presented in writing within the time limits of 23.2 shall not thereafter be considered a grievance under this procedure.
- b. Failure at any step of this procedure to appeal a decision within the specified time limit shall be considered acceptance by the aggrieved of the decision rendered and such decision shall thereafter be binding upon the aggrieved and the Union.
- c. Failure at any step by the employer to respond to the grievant and the Union within the time limits specified at any step allows progression to the next step.

- d. Meetings held under this procedure shall be conducted at a time and place, which shall afford a fair and reasonable opportunity to attend for all persons proper to be present. When such meetings are held during working hours, all persons who participate shall be excused without loss of pay for that purpose. Persons proper to attend for the purposes of this section shall be defined as aggrieved employees, their Union representatives and qualified witnesses.
- e. No complaint informally resolved or grievance resolved at either Step One or Step Two shall constitute a precedent for any purpose, unless the parties agree in writing that it should become a precedent.
- f. Non-contractual grievances terminate with the Vice Presidential step and are not subject to arbitration.
- g. All time limits above may be extended by mutual agreement of the parties.
- h. Non-renewal of an employee with an end date, or non-renewal of an employee due to termination or non-renewal of the grant or contract funding his/her position, is not subject to either the contractual or non-contractual grievance procedure.
- i. No policies, rights, responsibilities or prerogatives of the Board of Trustees shall be subject to the contractual grievance procedure and/or arbitration unless exercised in a manner inconsistent with a specific provision of this agreement.

Article 24.

NO WORK STOPPAGE

24.1 The Union and the Board agree that any differences between the parties on matters relating to the agreement shall be settled by the means provided in the contract. The UCPEA and its members agree that they will not condone, call, engage in, or participate in any strike, slow down, work stoppage or picketing during normal working hours on behalf of its own, or any other labor organization, during the term of this agreement.

24.2 The University agrees there shall be no lockouts during the term of this agreement.

Article 25.

CAREER LADDERS

25.1 The University will continue to support career ladders and encourage work units to establish new programs by providing workshops, training, and resources. The University shall

develop and post on the Department of Human Resources website, a template that may be used by individual work units to initiate new career ladder programs. All current (Residential Life and the Library) and approved career ladder programs shall be maintained during the life of the contract. All new programs will be reviewed by the University and submitted to the Provost or appropriate Vice President, with a copy provided to the UCPEA. Additionally, the University shall have an obligation for periodic reports to the Master Labor Management Committee to enhance the probability for success.

25.2 In order for employees to develop additional professional skills, and upon mutual agreement by the University and an employee, the employee shall be provided with release time of up to one day per week for one year in order for the employee to assume an internship position in another professional role at UConn. All such agreements shall be reduced to writing and shall be coordinated through the University Department of Human Resources.

Article 26.

VACANCIES AND JOB POSTING

26.1 All newly created or vacant existing bargaining unit positions shall be posted on the Human Resources web page for two weeks, with an electronic copy to the UCPEA office. This specifically exempts positions that may be created and filled within a single unit. An UCPEA applicant for a bargaining unit position who meets the stated minimum qualifications and identifies him/herself as a member of the unit on his/her vita shall be granted an interview.

26.2 An employee, upon request, shall be given the status of her/his application or the reason he/she was rejected for a position.

26.3 In no case shall the failure to obtain the position or a disagreement with the reasons for being rejected be grievable or arbitrable under this agreement.

Article 27.

REDUCTION OF PROFESSIONAL STAFF

27.1 This section does not refer to probationary employees or those supported by grant funds or contracts.

- a. In all cases requiring the termination of professional staff, primary consideration shall be given to the University's responsibility to offer an appropriate range of educational support services.

- b. Whenever a layoff is anticipated, the President or designee shall meet and discuss the potential layoff with the UCPEA. The UCPEA may submit its own proposal for dealing with the problem.
- c. In the event that a layoff is necessary, seniority shall be the determining criterion for selecting which employees shall be laid off within a school, division, department or subdivision of a department, or program.* Exceptions may be made to seniority based upon the following:
 1. Affirmative action judged in relation to goals within the last five years for non-teaching professionals in the UCP level.
 2. The first level supervisor outside of the unit has taken into consideration the skills, experience and merit of the employees in relation to the needs of the department and the least senior employee is clearly, significantly, and demonstrably superior to the more senior employee as shown through a combination of the following:
 - a. professional publications,
 - b. awards external to the University related to their profession,
 - c. attainment of significant skills or qualifications within their field related to the position, but beyond the minimum requirements of the position,
 - d. self-initiated new programs, projects, or processes that advance the mission of the department or University,
 - e. clear and consistent disparity of evaluation over the past 3 (three) years prior to layoff. This may be one element, but not the primary element used as proof of the superiority.
 3. In those cases when a department is not to be eliminated entirely, and the department or subfunction within a department has been able to maintain as full a range of services as possible.

*The University shall provide the UCPEA with a list of these units in September annually of each contract year.

- d. When a reorganization causes two or more positions to be combined and one or more components are to be eliminated, the least senior employee from those positions that have been combined shall be laid off if all employees are at the same level. If employees are not at the same level, the least senior employee shall be laid off provided the remaining employees are able to perform the remaining duties with reasonable orientation but not training.
- e. For the purpose of this article, seniority shall be calculated as years of service based on total state employment, with part-time employees receiving a prorated share of seniority.

- f. In the event that any part of this article comes before an arbitrator, it shall be understood that issues at an arbitration hearing may include failure to satisfy any of the above conditions, but not the initial decision of the University to retrench, or terminate a school, division, department or subdivision of a department, or program.
- g. Any employee who has been laid off shall be offered employment in the same or a similar position if such a position becomes available during the eighteen months from the date of the notice of layoff. Employees on the recall list must notify the University of their desire to remain on the recall list every 6 months. Failure to notify the University of continued interest shall result in the removal of the individual from the recall list. Employees on layoff shall receive notice of all UCPEA vacancies, and shall be granted an interview for all positions for which they meet the minimum qualifications. Employees offered reemployment by the University must accept such an offer within 15 days.
- h. When a program, department or subdivision of a department hires a laid-off employee into a position for which they would not otherwise be entitled to through recall, such employee shall be subject to a 6-month probationary period. If the employee is not retained beyond the probationary period, he/she shall be returned to the recall list in order to be on the recall list for a total of eighteen months.
- i. When a program, department or subdivision of a department is recalling laid-off employees, they shall be recalled in order of seniority except in those cases where they do not have the ability and qualifications to perform the work available.
- j. Notices of recall shall be sent, certified mail, to the last known address of the laid-off employee.
- k. In the event of layoff, members of the unit shall be provided the following notice period during which they will continue working:
 - 1. After 1 year of service: 3 months' notice
 - 2. After 2 years of service: 4 months' notice
 - 3. After 3 years of service: 5 months' notice
 - 4. After 4 years of service: 6 months' notice
 - 5. After 5 years of service: 7 months' notice
 - 6. After 6 years of service: 8 months' notice
 - 7. After 7 years of service: 9 months' notice
 - 8. After 8 years of service: 10 months' notice
 - 9. After 9 years of service: 11 months' notice
 - 10. After 10 years of service: 12 months' notice

In lieu of the notice period provided above or some portion thereof, the University and the employee may agree to a lump sum payment or salary continuation equal to 50% of the salary that the employee would have earned.

If the employee wishes to work the notice period, but the University has compelling business reasons to release him/her, the University has the discretion to issue payment of 50% of the salary that the employee would have earned, in lieu of notice.

- l. For the purpose of notice only, service shall mean service at the University of Connecticut or one of its regional campuses, rather than at another state agency. For the purpose of this article leave without pay and military service does not count toward the calculation of years of service at the University.
- m. In the event of a layoff, the employee may purchase health benefits at the group rate for 18 months from the date of layoff, consistent with COBRA.
- n. The University shall continue to provide counseling and outplacement functions to all UCPEA employees affected by a layoff.
- o. In the event of fiscal constraints, in lieu of or in addition to layoffs, the University, in conjunction with the UCPEA, may solicit members of the bargaining unit to voluntarily separate from employment in exchange for a lump sum payment based upon the schedule in Section 27.1 (k). Such volunteers will be ineligible for the recall and reemployment rights provided in this Article. In its sole discretion, the University may deny such a request under this provision.

27.2 This section refers only to members of the unit funded from grants and contracts.

- a. In the event of exigencies, which require the layoff of staff funded from grants or contracts prior to the end date of the grant or contract, the principal investigator shall carry out layoffs as specified in Section 27.2 (b) below.
- b. In all cases requiring the termination of staff prior to the end date of the grant or contract, the primary goal of the employer shall be the maintenance of the purpose for which the grant was awarded. Among employees with equal qualifications and skills working under a grant, as this is determined by the principal investigator, layoffs shall be in reverse order of seniority at the University, with those having served least being laid off first.

27.3 All terminations after twelve months of service at the University, including all non-renewals, except those for cause, shall be eligible for the statewide placement and training program.

Article 28.

MERGERS AND ACQUISITIONS

28.1 In the event that the University is merged into or with any other unit or system of public higher education, this bargaining unit shall remain distinct and this Agreement in full force.

Article 29.

MEET AND DISCUSS

29.1 At the invitation of either party, representatives of the Administration and UCPEA shall meet to discuss matters of professional concern, including hiring practices of a professional nature, e.g. special payroll, or matters relating to the implementation of this agreement. There shall be a Labor Management Committee, which will meet quarterly, or more often to discuss these matters.

29.2 Nothing in this article curbs the right of the Administration to meet with committees or individual professional staff members to discuss such matters unrelated to collective bargaining as the Administration decides.

29.3 UCPEA members will have a structured opportunity to provide anonymous feedback about their managers when a formal evaluation occurs.

29.4 A Master Labor Management Committee shall be established to discuss joint labor management concerns and to oversee the joint labor management committees referred to in the contract and/or jointly established by UCPEA and Management. The committee will include six members appointed by the President or his/her designee and six appointed by the UCPEA President. The committee shall meet quarterly. Decisions of the committee may be subject to approval of the President and the UCPEA Executive Board.

Article 30.

PARKING

30.1 The Union shall be entitled to one representative and one alternate on the University Parking Advisory Committee.

30.2 The University shall give advance notice to employees in the event of parking dislocation, except dislocations due to an emergency.

30.3 The distribution of parking permits shall continue in accordance with the procedures as determined by the Parking Advisory Committee.

30.4 The University's Parking Advisory Committee will develop recommendations for distribution of parking spaces.

30.5 Parking at the Regional Campuses and Law School

The University will make parking available at a uniform parking rate to all UCPEA employees on all campuses that is the same as the "Area 2" rate charged at the Storrs campus.

UCPEA employees will be required to secure an Area 2 parking permit and will be charged the same sliding scale fee that exists for Storrs-based employees.

There will be no Area 3 parking at the Regional Campuses or the Law School.

If an employee does not wish to use campus parking, they will not be required to purchase a permit.

In lieu of a designated free parking area at campus locations other than Storrs, UCPEA members whose salary rate qualifies them for a 50% reduction of the Area 2 rate will have their Area 2 parking fee waived.

University parking permits will be honored at all campus locations.

Article 31.

JOB CLASSIFICATION

31.1 Classification System

- a. Nothing in this Article will diminish the Board's prerogatives described in Article 3, including, but not limited to, the power to determine for the University what jobs are needed, what the content of a job description should be, or how a particular job should be structured.
- b. The University will develop, in consultation with the UCPEA, an updated Classification System and Salary Schedule. The University will have at least monthly meetings with the UCPEA for this purpose. The updated Classification System will incorporate the following design criteria:
 1. Seven (7) to nine (9) classification levels and corresponding pay-bands;
 2. Four (4) to seven (7) classification levels designated as "Individual Contributors" and two (2) to three (3) levels designated as "Managers/Specialized Lead Contributors";
 3. Updated job specifications and titles grouped into appropriate job series and families that will replace the existing UCP job specifications and payroll titles;

4. Pay-bands that are market-informed and include coherent ranges between the minimums and maximums, as well as between mid-points;
 5. Maximum salaries for each pay-band; and
 6. Pay-bands that are adjusted at least by the amount of the across-the-board increase each fiscal year.
- c. The University, in consultation with the UCPEA, will adopt the updated Classification system in accordance with the design criteria stated above on or before January 2, 2018.
 - d. The University, in consultation with the UCPEA, will develop a procedure and timeline for transitioning existing employees into the updated Classification System and Salary Schedule on or before July 1, 2018.
 - e. A description of the Job Classification System shall be available to all employees through the Human Resources Web Page.

31.2 Career Progression

On or before July 1, 2018, the University, in consultation with the UCPEA, will develop a process by which managers can nominate employees for within-level progression, due to increased job proficiency and/or relevant professional development.

The progression will include three (3) ranks: proficient, advanced and mastery. Employees are hired at the proficient rank. The salary increase for progression from proficient to advanced is \$1,000. The salary increase for progression from advanced to mastery is \$1,500. These salary increases are independent of any merit awards that may be made through Article 32, Salary. Salary increases for progression will be subject to fiscal constraints, and resulting salaries will not exceed the pay-band maximum. Any denial of a request for a progression in rank shall be accompanied by a written reason for the denial. Denials shall not be arbitrary or capricious. Decisions about progression shall be final and not subject to appeal.

31.3 Reclassification Process

- a. **DEFINITION:** A position assessment to determine whether an employee's position is appropriately classified may be requested when:

In the opinion of the employee and his/her supervisor, a majority of the job duties and responsibilities have changed to such a degree that the existing classification does not appropriately describe the work that is being done.

The method of classification analysis shall be a position assessment performed by the Department of Human Resources. It is at the University's discretion to determine the methodology for collecting position information and the protocol by which the assessment is performed.

- b. No position assessment request will be considered unless the employee has been consistently performing changed duties for at least two months. An employee may not request a position assessment during his or her first year in the current position or within a year of reclassification.

When an employee identifies significant changes in his/her job duties and responsibilities, he/she shall meet with his/her supervisor and request that the position be submitted for a position assessment. If the supervisor agrees with the request, within two weeks of the initial meeting, the supervisor shall send a written request to Human Resources asking for a position assessment to be performed. If the supervisor disagrees with the request, within two weeks of the initial meeting, the supervisor will notify the employee in writing, with a copy to Human Resources. In this case, the employee may request through the UCPEA an independent review by Human Resources. This does not preclude the initiation of a position assessment requested by a supervisor or manager without an initial request from an employee, nor does it preclude the removal of duties at any point after a classification specialist determines the changes in duties are at a higher level.

- c. Human Resources shall acknowledge the request for a position assessment and forward a link to the job inventory form within one week. The job inventory form will be completed by the employee within 6 weeks of receipt. The job inventory form will then be reviewed and receipt acknowledged by the supervisory chain within 4 weeks of receipt from the employee, and returned to Human Resources. The supervisor's acknowledgement shall represent only an awareness that Human Resources is conducting an objective review of the position for the purposes of establishing the appropriate classification.
- d. Following receipt of the completed job inventory form, Human Resources will complete the position assessment and provide the employee, the UCPEA, and the supervisor a written summary of the results within 12 weeks.
- e. If the assessment process reveals that a different organizational level and/or job family is appropriate, and the employee meets the minimum requirements for a specific position description within that level or family, the first manager outside the bargaining unit shall authorize the change, or remove those duties identified within the assessment as being outside the classification. The effective date of reclassification shall be 60 days prior to the date the job inventory form was received in Human Resources. In instances where the duties identified as outside the classification are removed, the employee shall be compensated pursuant to Section 31.4, retroactive 60 days prior to the date the job inventory form was received in Human Resources through the date the higher-level duties are removed.
- f. If the assessment process reveals that the employee's duties are not appropriately classified, and no specific position description within that level and/or job family exists, the Department of Human Resources shall consider the development of a new job family or modification to an existing one.

- g. The decision of the Department of Human Resources shall be final and not subject to appeal. An employee whose reclassification request is denied may request a meeting with the Human Resources Associate who made the assessment and the Director of Human Resources, or designee, to review the reason for the denial and possibly present new evidence.
- h. All time limits in this Section may be extended by mutual agreement between the UCPEA and the University.

31.4 Reclassification Salary Increases

If the position assessment results in an employee's position being reclassified to a higher level, the employee's salary may be increased by up to 10% of his/her salary on the effective date of the reclassification. The salary increase shall not be more than the maximum of the pay-band into which the employee is reclassified. Otherwise, the salary increase shall not be less than 2% of the employee's salary on the effective date of the reclassification, or the minimum of the pay-band into which the employee is reclassified, whichever is greater.

31.5 Temporary Appointments

It is within the University's discretion to appoint employees to temporary positions or temporarily assign them additional duties to cover for someone on a leave of absence, to address departmental reorganizations, to fill a need while a full recruitment effort is underway, or for other reasons the University deems appropriate. The University will make every effort to limit temporary appointments to no more than 18 months but reserves the right to exceed 18 months with approval from the Department of Human Resources for extenuating circumstances.

An employee may be compensated for a temporary appointment by up to 10% of the employee's salary on the effective date of the temporary appointment.

Article 32.

SALARY

32.1 Salary Increases

Part-time employees receive pro-rated salary and fringe benefits.

- a. Effective July 1, 2016, no (0%) increase shall be added to the June 30, 2016 base annual salary of each bargaining unit member who performed satisfactorily*, and was a member of the bargaining unit as of January 1, 2016.

- b. Effective July 1, 2017, no (0%) increase shall be added to the June 30, 2017 base annual salary of each bargaining unit member who performed satisfactorily*, and was a member of the bargaining unit as of January 1, 2017.
- c. In July 2018, a two-thousand dollar (\$2,000.) one-time payment shall be made to each bargaining unit member who performed satisfactorily*, and was a member of the bargaining unit as of January 1, 2018. This payment will not be added to the employee's base salary but shall be included in pension calculations.
- d. Effective July 1, 2019, a 3.5% increase shall be added to the June 30, 2019 base annual salary of each bargaining unit member who performed satisfactorily*, and was a member of the bargaining unit as of January 1, 2019.
- e. Effective July 1, 2020, a 3.5% increase shall be added to the June 30, 2020 base annual salary of each bargaining unit member who performed satisfactorily*, and was a member of the bargaining unit as of January 1, 2020.

*Satisfactorily shall be defined as having not received an overall unsatisfactory evaluation.

32.2 Performance-Based Compensation

Performance-based compensation is an increase to be added to the employee's base salary. For the life of the agreement neither the amount of performance-based compensation nor the failure to receive performance-based compensation shall be grievable or arbitrable. Employees who serve less than six (6) months in a probationary period, within the evaluation year, will be eligible for a pro rata amount of performance-based compensation.

- a. Effective July 1, 2019 and July 1, 2020, a 1.0% increase shall be added to the base annual salary of each bargaining unit member who performed satisfactorily, and was a member of the bargaining unit as of January 1, 2019 and January 1, 2020, respectively.
- b. Effective July 1, 2019 and July 1, 2020, the University shall distribute the equivalent of 0.5% of the gross salary amount to be issued as performance-based compensation to the UCPEA bargaining unit members.
- c. The University performance-based compensation pool provided in this section is intended to reward those individuals who have sustained a level of performance that consistently exceeds the performance of their peers during the evaluation period, and that have advanced the mission and goals of the Department and the University. The immediate supervisor, regardless of bargaining unit or exempt status, shall make recommendations about performance-based compensation, but the final amounts will be determined by the Vice President or Provost. The supervisor may only recommend employees for University performance-based compensation who receive a "Good" evaluation or higher.

- d. The percentage pool identified above shall be established on a per capita basis at the level of the Vice President or Provost based on the bargaining unit membership as of March 1 of the fiscal year immediately preceding the distribution.
- e. The University, in consultation with the UCPEA, will develop and deliver supervisory training for performance evaluation and performance management. The performance evaluation process provided in Article 21 of this agreement will be covered in this training.

32.3 One-Time Performance Awards

One-time performance awards are single lump-sum payments that are not added to an employee's base salary. For the life of the agreement neither the amount of a one-time performance award nor shall the failure to receive it be grievable or arbitrable.

- a. Effective July 1, 2018, July 1, 2019 and July 1, 2020, the University shall distribute the equivalent of 0.5% of the gross salary amount to be available for one-time performance awards. The pool distributed by the University must be allocated in awards between \$1,000 and \$5,000. A Department/Unit may recommend the use of additional Departmental funding for additional awards in the same range at its discretion, subject to the approval of the appropriate Vice President or Provost.
- b. The immediate supervisor, regardless of bargaining unit or exempt status, shall make recommendations for performance award distribution, but the final awards will be determined by the Vice President or Provost. The supervisor may only recommend employees for one-time performance awards who receive a "Good" evaluation or higher.
- c. One-time performance awards are made at the discretion of the University. The supervisor shall consider the following types of accomplishments within the evaluation year in recommending an employee for such award: 1) Extraordinary job-related achievement, and/or 2) Completion of a specific and important Departmental or University goal or project.
- d. The percentage pool identified above shall be established on a per capita basis at the level of the Vice President or Provost based on the bargaining unit membership as of March 1 of the fiscal year immediately preceding the distribution.
- e. Decisions regarding one-time performance awards shall not be subject to the grievance procedure.

32.4 Salary Schedules (will be adjusted according to the agreement).

The attached salary schedules shall be in effect the first full pay period after July 1, 2016, until the New Classification System and associated salary schedule is finalized and implemented, or the end of this contract, whichever is sooner. Neither the salary offered for a particular job nor assignment of a job series to a salary group are grievable under the contractual or the non-contractual grievance procedure.

- a. No employee shall be hired or be employed at less than the minimum salary for the UCPEA level. An employee will be hired into the minimum salary, unless it is deemed that his or her qualifications warrant an increased offer. The hiring range shall be defined as any amount between the minimum and defined maximum for each UCPEA level. In determining the amount, consideration shall be given to qualifications, experience and market issues.
- b. No employee shall be employed at an amount higher than the maximum salary for the UCPEA level. If, at the time University performance-based compensation is being issued, an employee has reached the maximum amount, he or she will not be eligible for University performance-based compensation as described herein. An employee at the maximum salary for his or her level will still be eligible for a one-time performance award and for the across-the-board salary increase.

Until the New Classification System and associated salary schedule is finalized and implemented, or the end of this contract, whichever is sooner, an employee who has reached the maximum and receives a recommendation for a performance based compensation increase that is approved by the Vice President or Provost shall have that amount converted to a lump sum payment that will not be added to the base salary.

- c. When presented with evidence that a member is considering leaving the employment of the University, the University will consult with the UCPEA, and with mutual agreement may act immediately to make an upward adjustment in salary in an effort to retain said employee. Such adjustments shall be considered exempted from any equity analysis review.

Effective July 1, 2016

LEVEL	MINIMUM	MIDPOINT	MAXIMUM
UCP I	\$38,769	\$52,144	\$65,237
UCP II	\$39,993	\$53,797	\$67,598
UCP III	\$41,449	\$55,762	\$70,075
UCP IV	\$43,076	\$57,955	\$72,834
UCP V	\$46,072	\$62,002	\$77,930
UCP VI	\$50,540	\$68,039	\$85,529
UCP VII	\$55,471	\$74,692	\$93,913
UCP VIII	\$60,578	\$81,586	\$102,594
UCP IX	\$65,758	\$88,582	\$111,398
UCP X	\$71,513	\$96,349	\$121,188
UCP XI	\$77,852	\$104,901	\$131,958
UCP XII	\$87,074	\$117,332	\$147,607

NOTE: Arrived at by adding 3.25% to the July 1, 2014 schedule.

Effective July 1, 2017

LEVEL	MINIMUM	MIDPOINT	MAXIMUM
UCP I	\$38,769	\$52,144	\$65,237
UCP II	\$39,993	\$53,797	\$67,598
UCP III	\$41,449	\$55,762	\$70,075
UCP IV	\$43,076	\$57,955	\$72,834
UCP V	\$46,072	\$62,002	\$77,930
UCP VI	\$50,540	\$68,039	\$85,529
UCP VII	\$55,471	\$74,692	\$93,913
UCP VIII	\$60,578	\$81,586	\$102,594
UCP IX	\$65,758	\$88,582	\$111,398
UCP X	\$71,513	\$96,349	\$121,188
UCP XI	\$77,852	\$104,901	\$131,958
UCP XII	\$87,074	\$117,332	\$147,607

Effective July 1, 2018

LEVEL	MINIMUM	MIDPOINT	MAXIMUM
UCP I	\$38,769	\$52,144	\$65,237
UCP II	\$39,993	\$53,797	\$67,598
UCP III	\$41,449	\$55,762	\$70,075
UCP IV	\$43,076	\$57,955	\$72,834
UCP V	\$46,072	\$62,002	\$77,930
UCP VI	\$50,540	\$68,039	\$85,529
UCP VII	\$55,471	\$74,692	\$93,913
UCP VIII	\$60,578	\$81,586	\$102,594
UCP IX	\$65,758	\$88,582	\$111,398
UCP X	\$71,513	\$96,349	\$121,188
UCP XI	\$77,852	\$104,901	\$131,958
UCP XII	\$87,074	\$117,332	\$147,607

Effective July 1, 2019

LEVEL	MINIMUM	MIDPOINT	MAXIMUM
UCP I	\$40,126	\$53,969	\$67,520
UCP II	\$41,393	\$55,680	\$69,964
UCP III	\$42,900	\$57,714	\$72,528
UCP IV	\$44,584	\$59,983	\$75,383
UCP V	\$47,685	\$64,172	\$80,658
UCP VI	\$52,309	\$70,420	\$88,523
UCP VII	\$57,412	\$77,306	\$97,200
UCP VIII	\$62,698	\$84,442	\$106,185
UCP IX	\$68,060	\$91,682	\$115,297
UCP X	\$74,016	\$99,721	\$125,430
UCP XI	\$80,577	\$108,573	\$136,577
UCP XII	\$90,122	\$121,439	\$152,773

NOTE: Arrived at by adding 3.5% to the July 1, 2018 schedule.

Effective July 1, 2020

LEVEL	MINIMUM	MIDPOINT	MAXIMUM
UCP I	\$41,530	\$55,858	\$67,520
UCP II	\$42,842	\$57,629	\$72,413
UCP III	\$44,402	\$59,734	\$75,066
UCP IV	\$46,144	\$62,082	\$78,021
UCP V	\$49,354	\$66,418	\$83,481
UCP VI	\$54,140	\$72,885	\$91,621
UCP VII	\$59,421	\$80,012	\$100,602
UCP VIII	\$64,892	\$87,397	\$109,901
UCP IX	\$70,442	\$94,891	\$119,332
UCP X	\$76,607	\$103,211	\$129,820
UCP XI	\$83,397	\$112,373	\$141,357
UCP XII	\$93,276	\$125,689	\$158,120

NOTE: Arrived at by adding 3.5% to the July 1, 2019 schedule.

32.5 Longevity

Employees in the bargaining unit shall be eligible for longevity increments pursuant to the 2011 SEBAC agreement, which provides:

- a. No employee first hired on or after July 1, 2011 shall be entitled to a longevity payment; provided, however, any individual hired on or after said date who shall have military service that would count toward longevity under the current rules shall be entitled to longevity if they obtain the requisite service in the future.
- b. Employees Hired Before July 2, 2011: No service shall count toward longevity for the two (2) year period beginning July 1, 2011 through June 30, 2013. Effective July 1, 2013, any service accrued during that period shall be added to their service for the purpose of determining their eligibility and level of longevity entitlement if it would have counted when performed.

32.6 Prorating of Salary and Benefits for Nine and Ten Month Employees

- a. All 9 or 10 month UCPEA employees shall be paid over 12 months, whether in permanent or end-dated assignments. Benefits shall be prorated in accordance with the contract.
- b. There is no option for any 9 or 10-month employee to be paid in any other time frame than the 12-month period.

Article 33.

RETIREMENT, MEDICAL BENEFITS AND DISABILITY INSURANCE

33.1 All retirement benefits now in effect shall remain in effect until and unless they are superseded by arrangements between the State of Connecticut and the State Employee Bargaining Agent Coalition.

33.2 The health insurance program, in effect as of the signing of this agreement, shall remain in effect. Group life insurance shall be available to bargaining unit members at the same rate and coverage limits as provided to non-bargaining unit state employees as described in C.G.S. 5-257. Additional benefits negotiated by the State of Connecticut and the Health Care Cost Containment Committee shall be extended to members.

33.3 In addition to the disability insurance available to all employees, the University shall provide, at no cost to the employee, a long-term disability policy for those employees who participate in the Alternative Retirement Program. The plan shall be equivalent to that offered other University employees in 1996 and thereafter, but in no case less than the benefits offered in 1996.

Article 34.

TUITION REIMBURSEMENT AND PROFESSIONAL DEVELOPMENT

34.1

- a. Effective July 1, 2016 the amount available per contract year for professional development and training shall be \$400,000. Ten percent of the professional development pool may be utilized for University sponsored programs open to and accessible by all UCPEA members. The University's designee shall consult and review with UCPEA's Vice President for Professional Issues concerning University sponsored programs.

The employee shall submit a written request for funding of reimbursement to attend or participate in professional development and training in accordance with the guidelines established by the UCPEA Professional Development Committee and approved by the University administration.

- b. Under guidelines established jointly by the Administration and the UCPEA, reimbursements for tuition and fees will be made to the individual after successful completion of their coursework.

Effective July 1, 2016, and in each subsequent year of the agreement, \$25,000 shall be available per contract year for reimbursement of tuition and fees for courses taken by employees. This amount shall be allocated in three equal installments over the spring, fall and summer semesters.

Effective July 1, 2016, and in each subsequent year of the agreement, \$25,000 shall be available per contract year for reimbursement of fees for courses taken by employees at the University of Connecticut. This amount shall be allocated in three equal installments over the spring, fall and summer semesters.

Employees taking courses at the University of Connecticut may defer payment of 50% of their tuition of fee rate until one month after completion of the course.

34.2 No more than one-half of the professional development fund may be allotted during the first six months of each contract year. The negotiated tuition reimbursement pool will be divided equally among the summer, fall and spring semesters of each contract year.

34.3 When management requires the employee to obtain work related training, it shall be paid for by the University.

34.4 Employees who wish to take credit courses shall be allowed to request temporary flexible schedules to take such courses. The University shall attempt to accommodate requests within its operating needs. Denials shall be given to employees within 5 workdays of the request, and shall not be arbitrary or capricious or without a good business reason. There shall be a form for employees who wish to take credit courses with a temporary flexible schedule.

Article 35.

TUITION WAIVERS

35.1 Employee

The University shall provide a waiver of tuition and a partial waiver of credit fees equivalent to tuition for all undergraduate and graduate courses on a space available basis. The availability of space shall be determined on the first day of class for tuition based classes. For classes paid for on a credit fee basis, space availability shall be determined on the second day of classes. Intercession, summer school, and laboratory classes are specifically excluded. To qualify for a graduate waiver the UCPEA member must either be a matriculated student or the class must be work related. There shall be no waiver of the General University Fee or any other fees except as noted above.

35.2 Children

In addition to the waiver of tuition permitted under C.G.S. Chapter 165, Section 10-119 (b, c, and d), the Board of Trustees shall have full authority to waive tuition for dependent children of bargaining unit members matriculating in an undergraduate degree program at the University of Connecticut or its regional campuses.

Article 36.

CHILD CARE

36.1 Effective July 1, 2016, and each subsequent year of the agreement, \$100,000 shall be available annually for partial reimbursement to employees for childcare expenses at licensed child care facilities.

36.2 Reimbursement shall be made in accordance with procedures, policies and requirements, as established by the UCPEA, which conform to state regulations.

Article 37.

TRAVEL

37.1 Within the funds available, the Board of Trustees shall have full authority to allocate funds to travel and to authorize the expenditures of such funds for out-of-state travel under the authority of the Provost, Vice President or their designees.

37.2 Mileage reimbursement schedules shall be adjusted annually in accordance with federal guidelines.

Article 38.

HEALTH AND SAFETY

38.1 Committee on Safety

The Environmental Health and Safety Committee shall continue to review and, if necessary, make recommendations on environmental and health issues. The UCPEA shall continue to have a representative on this committee.

38.2 Whenever possible, employees will be notified in advance that the building they are working in will be undergoing repairs, major renovations, or that a parking lot is permanently closing.

38.3 The University's Environmental Health and Safety policy, effective on July 1, 1994, is hereby incorporated into the contract. Updated policies are incorporated as replacements for the 1994 document.

38.4 The University shall provide personal, protective equipment to employees as required by OSHA regulations.

Article 39.

CONSULTING POLICY

39.1 Unrelated outside employment

Bargaining unit members will not be required to notify management of their intention to work outside of work hours if the employment is unrelated to their professional responsibilities at the University, since this type of employment is not considered consulting.

39.2 Notice of intent to accept related employment

When bargaining unit members intend to accept work outside the University, which is related to their professional employment at the University, they will notify their supervisor of their intent. Written notice to their supervisor shall include a statement that the work will occur outside

of all work hours and obligations to the University. Employees shall not be allowed to take on work outside of their primary employment, which interferes with their responsibilities at the University. Within 30 days of receipt of a notice from an employee, the University may issue a directive to the employee not to accept outside employment if management believes it interferes with their responsibilities at the University. A University directive to an employee not to accept outside employment shall be grievable under the non-contractual grievance process. If the University fails to meet the timelines contained within the non-contractual grievance process, the issue may be appealed directly to arbitration by the UCPEA. This notice replaces the obligation to request permission to accept outside employment.

39.3 State Ethics Code

Employees are subject to the state ethics code and should take note of those requirements.

Article 40.

UNION LEAVE

40.1 Release Time for Union Business

The University shall grant release time up to a total of 100 days per contract year to bargaining agent representatives designated by the Union. Unused days shall not accrue from one year of the contract to the next.

- a. The Union shall provide the Associate Vice President for Human Resources and Payroll with the names of the individuals so designated.
- b. Release time shall be utilized in a manner that is least disruptive of the individual's professional responsibilities and University operations.
- c. The Union shall notify Labor Relations at least one week in advance of the need for release time except in extraordinary circumstances when notice shall be as soon as possible or as soon as possible after the fact.

40.2 Attendance at Conventions

During a contract year, up to three (3) UCPEA delegates shall be permitted three (3) days each to attend state and/or national conventions of the AFT and the AFL-CIO. Such requests shall be presented by the Union. Before being granted, requests for such leave must be approved by the first supervisory level outside the bargaining unit, as well as by the appropriate University official designated for this purpose. If granted, paid leave shall be provided.

40.3 Internal Training for Union Representatives

The University shall allow for up to one day or two half-day sessions annually of training during which all of the Union Representatives will be permitted to attend without use of the specific days enumerated in Section 40.1. Such day(s) of training will be scheduled not later than 30 days in advance, and the UCPEA shall notify the Office of Faculty & Staff Labor Relations.

Article 41.

REPRESENTATION RIGHTS AND RESPONSIBILITIES

41.1 Protection from Discrimination

- a. No union officer, committee member or representative shall be discriminated against for membership in the Union or for performing Union business.
- b. The Union shall not discriminate against any employee.

41.2 Union List of Officers and Representatives

The union shall furnish to the Administration a written list of all officers and area representatives. Any changes thereto shall be furnished to the Administration.

41.3 Conducting Union Business on University Premises

- a. Union representatives may visit Union officers during the workday with the permission of the appropriate department heads. It is understood that any time lost from the workday shall be made up at a time mutually agreeable to the parties.
- b. No recruiting of membership or collecting of dues shall be conducted during the normal work hours.
- c. Any Union officer or representative who wishes to visit with an employee at the employee's place of employment shall secure the permission from the appropriate first supervisor level outside the unit or the department head as designated by such supervisory level. When practicable, such visits shall take place during lunchtime or when the employee is otherwise free from duty assignments.
- d. If the Administration sets a grievance hearing during normal work hours, employees who are required to attend such a hearing shall be released and not be required to make up any time.

41.4 Bulletin Boards

Department heads shall provide designated bulletin board space throughout the campus for the exclusive use of the Union.

41.5 Access to Information

- a. The Union shall have access to information relative to budget and staffing as they pertain to the bargaining unit. It shall also be provided with the names, addresses and salaries of all bargaining unit employees.
- b. The Administration shall provide the Union with the agenda and minutes of all open meetings of the Board of Trustees. The Union agrees to pay the Library rate (currently \$.10 per copy) for duplicated employment authorizations.
- c. The Union shall provide to the Administration an agenda and minutes of all open meetings of the Union.
- d. The parties agree that by September 1 of each year of the contract the University shall place in the reserve room in the Library a listing of salaries of all University employees.

41.6 Mailroom

The UCPEA may use the University mail service under the current policy of registered organizations. Specifically, this means that the Union shall pay the regular rate, understands that its materials may not interfere with other official University obligations, and that such materials shall be accompanied by a statement that they are not official publications of the University and are published at Union expense.

41.7 Service Contribution

Participation in those UCPEA activities that directly relate to the well-being of the University by eight (8) designated officers of the UCPEA may be considered a University service contribution.

41.8 Union Access

The University shall provide electronically all data requested to the UCPEA1 computer account and shall continue to provide a hard copy of the employment authorizations as long as they exist.

The parties shall cooperate, as technology develops, to provide for the exchange of data. An UCPEA representative shall be appointed to identify union data extraction needs.

The UCPEA representative shall either use their own time for these meetings or be given UCPEA release time for this purpose.

Unless there is a statutory or technical limitation, the UCPEA shall be given electronic access to UCPEA membership data, with a charge for same. If details can be resolved satisfactorily, technically, and legally, the UCPEA shall be provided access to electronic bulletin boards within the Computer Center. The use of E-mail and voice communications for union business shall be allowed so long as it does not disrupt work responsibilities.

Article 42.

UCPEA SECURITY AND PAYROLL DEDUCTIONS

42.1 During the life of this Agreement, a member of the bargaining unit shall retain the freedom to decide whether or not to become or remain a member of the UCPEA. A member of the bargaining unit who is not a member of the UCPEA shall be required to pay an agency fee pursuant to Section 5-280 of the General Statutes.

42.2

- a. The University shall deduct UCPEA dues or agency fee bi-weekly from the gross paycheck of each person who is required under Section 5-280 of the General Statutes to pay such a fee as a condition of employment.
- b. The University shall deduct contributions bi-weekly, in the amount specified from the gross paycheck of each person in the unit who authorizes it, payments to fund-raising drives sponsored by the University of Connecticut Foundation.
- c. The University shall deduct contributions bi-weekly, in the amount specified from the gross paycheck of each person in the unit who authorizes it, payments to the Union's COPE (Committee on Political Education) fund.

42.3 The amount of dues or agency service fee deducted under this article shall be remitted to the Treasurer of the UCPEA as soon as practicable after the pay period of the employees for whom such deduction is made.

42.4 No payroll deduction of dues or agency service fee shall be made during a payroll period in which earnings are insufficient to cover the amount of deduction, nor shall such be made from subsequent payrolls to cover the period in question. The UCPEA shall be notified when such a situation exists.

42.5 The University shall continue its practice of payroll deductions as authorized by employees for purposes other than payment of Union dues or agency service fee, provided any such payroll deduction has been approved by the State in advance.

42.6 With the exception of Section 42.2 (a), the UCPEA shall hold the University harmless from any liability or damages incurred by the Board of Trustees or its agents in complying with this

Article and will reimburse the University for legal expenses incurred in legal defense of any provision of this Article or any action taken by the University in complying with it.

Article 43.

SAVINGS CLAUSE

43.1 If any provision of this agreement is, or shall at any time be, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law. Any substitute action shall be subject to appropriate consultation and negotiation with the UCPEA.

43.2 In the event that any provision of this agreement is, or shall at any time be, contrary to law, all other provisions of this agreement shall continue in effect.

Article 44.

TEMPORARY AND END-DATE EMPLOYEES.

44.1 The use of temporary and end-dated appointments shall be limited to the following circumstances:

- a. Employees who are funded by grants and contracts.
- b. Employees who are hired to cover positions undergoing job searches.
- c. Employees hired to cover for a temporary leave of absence.
- d. Employees hired for clearly defined and time limited special projects.
- e. Employees hired to cover for an employee who is serving in a temporary or interim assignment.
- f. Employees hired to cover duties during a departmental reorganization or restructuring.

End-dated appointments not funded by a grant or contract shall be limited to a maximum of three years unless the UCPEA agrees in writing to an extension.

All employees hired on end-date employment authorizations who have been on the end-date appointment for a period of more than 3 years, must have their re-appointment processed 3 months prior to the end of his/her appointment.

All end-date employees who have been on end-date appointment for a period of more than 5 consecutive years shall be given a minimum of 3 months' notice of non-renewal, in addition to the

annual appointment letter. Individuals with five annual appointments shall be eligible for multiple year appointments.

All end-date employees who have been on end-date appointment for a period of more than 4 years and are non-renewed shall be offered employment in the same or a similar position if such a position becomes available during the eighteen months from the date of notice of non-renewal. Employees on the recall list must notify the University every 6 months of their desire to remain on the recall list. Failure to notify the University continued interest shall result in the removal of the individual from the recall list. These employees shall receive notice of all UCPEA vacancies, and shall be granted an interview for all positions for which they meet the minimum qualifications. Employees offered reemployment by the University must accept such an offer within 15 days.

44.2 While end-date employees do not have permanent status, they are entitled to just cause protection for discipline after one year of employment.

Article 45.

PAY EQUITY

45.1 If coalition bargaining regarding pay equity takes place for state employees, the University agrees to participate in the coalition for the exclusive purpose of determining the pay line, implementation of pay line, and/or the distribution of funds. The University shall not participate in any bargaining as part of a coalition that concerns its classification system.

45.2 The UCPEA agrees that implementation of any coalition bargaining is contingent on the University receiving new monies from the State of Connecticut specifically for that purpose.

Article 46.

WIRELESS COMMUNICATION DEVICE STIPENDS

46.1 At the discretion of the University, a professional employee 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 the personally owned mobile device. Use of the device, including the eligibility for and the amount of the stipend, shall be determined in accordance with University policy as it may be amended from time to time.

Article 47.

PHASED RETIREMENT PROGRAM

47.1 Phased Retirement Program

With the approval of the Provost, appropriate Vice President, or designee, a Department may offer eligible professional staff an opportunity for a pre-retirement reduction of full-time service, while gradually phasing into retirement over a defined period, not to exceed three years. A professional staff member's eligibility to participate in the program is within the discretion of the Department. A Phased Retirement Program may also be offered on a University-wide basis.

47.2 Eligibility

Professional staff that are eligible and elect to participate must provide an irrevocable retirement date of no more than 3 years in the future. The date selected is subject to written approval by the Department Head.

47.3 Reduction in Workload

During the notice period, the employee will receive a reduction in schedule and workload of 50% and proportionate reduction in salary under the Voluntary Schedule Reduction Program (VSRP). The reduction in schedule may be in the form of working fewer hours per day, working fewer days per week or block leaves in which the employee takes more than 5 consecutive days off at a time. The way in which the reduction of hours is taken will be developed in conjunction with the Department Head and at the Department Head's discretion.

47.4 Notice Period Benefits

During the notice period, as provided in Connecticut General Statute § 5-248c and the associated Regulations, the employee will continue to receive subsidized health and life insurance; receive full credit toward seniority, longevity and retirement; have their salary calculations used in the SERS pension formula adjusted to treat unpaid time as paid; accrue vacation (if applicable), and receive full holiday pay.

47.5 Requirements for Employees

The Application for Phased Retirement and VSRP form must be submitted to the Department Head. If approved, this will initiate the development of a written agreement that sets forth mutually agreeable terms and conditions.

47.6 Reservation of Rights

The Department Head reserves the right to deny an employee's request for participation in the Phased Retirement Program, but such denial must be with the agreement of the Vice Provost, Executive Vice President or designee.

47.7 Reduction to Written Agreement

A written agreement setting forth mutually agreeable terms and conditions of an individual's phased retirement arrangement will be signed by the participant and the Department Head, and must be authorized by the relevant Vice Provost, Executive Vice President or designee. It will provide the essential terms and conditions of the reduced appointment including salary, anticipated hours and/or days of work, and an irrevocable retirement date.

Article 48.

FURLOUGH DAYS

48.1 Each bargaining unit employee will be required to take three (3) unpaid furlough days, which is equivalent to 21 hours for full time employees. The Parties agree to administer the furlough days in accordance with the following:

48.2 Deductions from pay will be spread out over as many pay periods as are available when the contracts are ratified.

48.3 Employees joining the University, and part time employees, will have their deductions pro-rated, rounded down to the nearest quarter hour.

48.4 Employees who plan to leave the university may take furlough time pro-rated according to the amount of salary that will have been deducted as of the date of departure.

48.5 Employees may schedule their furlough hours as they choose, before June 30, 2018, subject to the approval of their supervisor in accordance with University business needs and staffing requirements.

Article 49.

JOB SECURITY

49.1 The Parties agree that from (start date) through (end date) there shall be no loss of employment subject to the following conditions:

- a. Applicable only to those hired prior to (date). (Insert date of the SEBAC agreement).
- b. Applicable through (date) (insert end of the SEBAC agreement)
- c. Job security protection is for all permanent and end-date employees but does not apply to:
 1. Employees in a probationary period or a working test period.

2. Termination of a grant or contract, except where the employee is a permanent employee. (It is understood that grants or other contracts means ledger 5 and 6 funding.

49.2 This Agreement does not prevent the University from restructuring or reorganizing and eliminating positions provided those affected employees are offered and accept employment in a comparable position at the same salary, preferably on the same campus, or are offered and accept a separation agreement. If the employee declines both the offer of a comparable position and the separation agreement, then the employee may be laid off and shall retain all rights under the collective bargaining agreement.

49.3 The University is not precluded from issuing layoff notices prior to twelve months before the end of this agreement to accommodate UCPEA notice periods.

Article 50.

ZIPPER CLAUSE

50.1 This agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term. Therefore, unless the parties mutually agree to reopen negotiations, the UCPEA waives the right to bargain collectively with respect to any subject not covered in this agreement, even though such subjects may not have been contemplated by the parties at the time they negotiated or signed this agreement.

Article 51.

DURATION

51.1 This agreement shall be in full force and effect from July 1, 2016 through June 30, 2021.

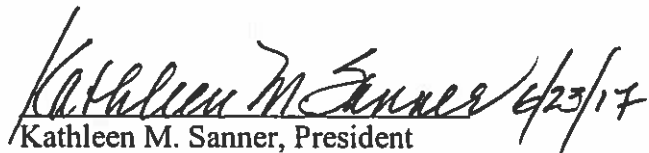
Article 52.

LEGISLATIVE ACTION

This Agreement shall require legislative approval in accordance with Section 5-278 of the General Statutes in order to become effective. For future successor agreements, the cost items contained in such agreements and any provisions that are in conflict with any statute or any regulation of any state agency shall become effective in accordance with the procedures in Section 5-278. If the Legislature rejects this Agreement, or any such successor agreement, the parties shall return to the bargaining table.

SIGN OFF

For:
The University of Connecticut Professional
Employees Association

 6/23/17
Kathleen M. Sanner, President

For:
The Board of Trustees,
The University of Connecticut

 6/26/17
Susan Herbst, President

UCPEA Negotiating Team

Kathleen M. Sanner, President
Lisa Pane, First Vice President for
Collective Bargaining
Michelle Hoff
David Paquette
Elizabeth Sullivan

UConn Negotiating Team

Michael J. Eagen, Facilitator for UConn
Renee Boggis
Amy K. Donahue
Keith A. Hood
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Katrina M. Spencer
Alison M. Gaffey

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