

*Article 1.*

**RECOGNITION**

**11** 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

[Associate 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~~

[President](#) Assistant Vice

President

[Chief of Staff](#)

[Deputy Chief of Staff](#)

[General Counsel](#)

Dean

[Campus Dean](#)

Associate Dean

~~Assistant Dean~~

Dean of Students

Associate Dean of Students

Executive Director

University Director

Police Chief

Specialist I-IV

University Staff Professionals I-~~VI~~\*

University Educational Assistants I-~~III~~\*

III\* \_\_\_\_\_

Coaches

University Technicians I-~~II~~

Any Director, Associate Director, or Assistant Directors who meets the criteria for management and/or confidential exclusions under C.G.S. § 5-270.

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Part-time professional employees 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.

\*If the University changes its management/confidential classification system during the life of this agreement to utilize other titles, the exclusion will continue to apply to these positions as they may be renamed.

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.

~~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.~~

~~12 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~~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~~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, ANTI-HARASSMENT, AND DIVERSITY,  
EQUITY & INCLUSION (DEI)**

**5.1** The University is committed to fostering a diverse, equitable and inclusive workplace that recognizes and embraces the unique talents and contributions of our workforce. Diversity, equity, and inclusion, three of the University's core values, are embedded in all aspects of the employment process. The University and the Union shall not unlawfully discriminate against any employee on the basis of race, color, ethnicity, religious creed, age, sex, marital status, national origin, ancestry, sexual orientation, genetic information, physical or mental disability (including learning disabilities, intellectual disabilities, and past or present history of mental illness), veteran's status, prior conviction of a crime, workplace hazards to the reproductive system, gender identity or expression, or membership in any other protected classes as set forth in state or federal law.

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

**5.2**

- a. Employees shall not be subjected to discrimination or discriminatory harassment as defined in the *Policy Against Discrimination, Harassment and Related Interpersonal Violence* ("*Policy Against Discrimination*"), which is revised and updated and may be renamed from time to time. The *Policy Against Discrimination* prohibits specific forms of behavior that violate state and federal laws, including but not limited to Title VII of the Civil Rights Act of 1964 ("Title VII"), Title IX of the Education Amendments of 1972 ("Title IX"), the Violence Against Women Reauthorization Act of 2013 ("VAWA"), and related state and federal antidiscrimination laws.
- b. The University Office of Institutional Equity (OIE) has responsibility for diversity and equity compliance at the University. All complaints alleging prohibited conduct, including but not limited to discrimination, discriminatory harassment, sexual harassment and other forms of related interpersonal violence under the *Policy Against Discrimination*, are most appropriately addressed and investigated by OIE, and will be referred directly to that Office.
- c. As set forth in the *Policy Against Discrimination*, which may be revised from time to time, the University will offer reasonable and appropriate measures to individuals impacted by an allegation of Prohibited Conduct in order to facilitate their continued access to University employment or education programs and activities.
- d. As currently allowed under OIE process, which may be revised from time to time, Complainants, Respondents, and witnesses involved in an OIE investigation are permitted to have one support person (which may be a union representative) accompany them to any meeting with OIE related to a report or investigation under OIE's complaint procedures.

**5.3** The University strictly prohibits discrimination, discriminatory harassment, sexual harassment, and other forms of related interpersonal violence to include sexual assault, sexual exploitation, intimate partner violence, stalking and sexual or gender-based harassment.

**5.4** Retaliation against any employee who, in good faith, reports prohibited conduct or participates in any proceeding under the *Policy Against Harassment* or this Agreement is prohibited.

Retaliation includes threatening, intimidating, discriminating, harassing, coercing, interfering with potential witnesses or a potential proceeding, or any other conduct that would discourage a reasonable person from engaging in activity protected under the *Policy Against Discrimination* or this Agreement. Complicity is any act taken with the purpose of aiding, facilitating, ~~promoting~~promoting, or encouraging the commission of an act of prohibited conduct under the *Policy Against Discrimination* by another person.

**5.5** If the employee files a complaint with the CHRO or EEOC, and either the employee or the Union also files a grievance, the University shall have no obligation to proceed with the grievance.

If while the grievance proceeding is in progress, a member seeks to resolve the matter by filing a complaint with CHRO, the University shall have no obligation to proceed with the grievance procedure.

**5.6** The University will make its best endeavor to develop an annual implicit bias and microaggression training available to all employees covered by the UCPEA collective bargaining agreement. Once developed, this annual training will be mandatory for all supervisors covered by the UCPEA collective bargaining agreement.

*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~~sixty (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 sixty (the 6060) days may retain this accumulation provided that in no case may the employee's accumulation exceed the number of days they presently have. 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. Upon request of the employee, denial of a vacation period request and the reason therefor shall be given to the employee in writing. Denials shall not be arbitrary, capricious, or without good business reason. In the event of unresolved conflicts over vacation schedules between two (2) 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 two (2) vacation days per calendar year without requesting them in advance from their Dean, ~~Director~~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 4four (4) consecutive days.
- f. If any employee's service is separated for any reason, 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. Unless there are extenuating circumstances, this payout of unused vacation time will occur no later than the second (2nd) pay period following the employee's date of separation (or death).
- ~~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~~Director, or Department Head with medical documentation of said illness or injury.

g.

*Article 7.*

**NOTICE OF INTENT TO LEAVE**

~~7.1--~~ Employees intending to leave the employ of the University must give ~~one month~~ at least four (4) weeks'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 ~~These~~ requirements may be waived by the appropriate Vice President, Director, or designee.

- a. Employees may, at their discretion, provide a notice period longer than four (4) weeks. If an employee provides more than four (4) weeks' notice, the University may accept the resignation effective as of any date within the period of notice, provided that the employee is permitted to work at least four (4) weeks from the date of notice or receives pay and benefits in lieu thereof.

*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, Juneteenth, Independence Day, Labor Day, Indigenous People's 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.

a. Any employee who is required to work on a legal holiday shall be granted ~~a holiday~~ compensatory ~~day for~~ time on an hour-for-hour basis for hours worked on the ~~that~~ holiday.

b. An employee may work on any holiday subject to mutual agreement by the parties and shall be granted holiday compensatory time. A denial to work a holiday shall be given in writing, and shall not be arbitrary, capricious, or without good business reason. Such denial is grievable through Step 2 of the contractual grievance procedure but shall not be arbitrable.

c. Any holiday compensatory time accrued under this article shall be taken within 365 days of accrual, ~~to be taken by the end of the succeeding calendar year~~ at a time mutually agreed to by the parties. Denial of use of holiday compensatory time for observance of a religious or cultural holiday shall not be arbitrary, capricious, or without good business reason. ~~In order to earn a day for use as a religious or cultural holiday, an employee may request to work on a holiday on which their 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~~work week over 12 months will receive all thirteen (12-13) holidays on a pro-rated basis.

**8.28.3** Upon separation for any reason, employees will be paid out for unexpired accrued but unused holiday compensatory time.

\*Connecticut General Statutes § 1-4 currently designates the second Monday in October as a legal holiday known as Columbus Day. If C.G.S. § 1-4 is amended during the life of this agreement to reflect a different designation for this or any other legal holiday contained therein, this agreement will follow such statutory designation. —

*Article 9.*

**PERSONAL LEAVE**

**9.1** ~~—~~ Each employee in the bargaining unit shall be entitled to 2 days per fiscal 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.

**9.2** Exempt employees in ~~9 and 10 month~~ 9- and 10-month positions who work a full ~~35 hour~~ 35-hour workweek will receive 2 Personal Leave days per year without proration. Membership in this population will be based upon the employee's full time equivalent (FTE) and schedule as of July 1 of each year. ~~Exempt employees in 9 and 10 month positions who work less than a full 35 hour workweek will receive prorated Personal Leave hours based upon their full-time equivalent percentage during their period of 9 or 10 month service.~~ ~~Membership in this population will be based upon the employee's FTE and schedule as of July 1 of each year.~~ ~~All other part-time employees will receive prorated Personal Leave hours based on their full-time equivalent percentage.~~

*Article 10.*

**CIVIC AND LEGAL 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 their 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 reimbursement for transportation expenses such as mileage or parking, for serving on a jury or turns the jury pay over to the University.
- ~~b.c.~~ An employee who is excused or released from jury duty prior to 5:00 p.m. is required to return to work for the remainder of the workday if, after allowing time for travel and parking between the jury duty location and the employee's normal workstation, the employee is able to work at least 50% of their scheduled hours on that day.

**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.

### 10.3 Legal Obligations

An employee may request to use vacation time, compensatory time, holiday compensatory time, and/or unpaid time in order to meet the requirements of a legal obligation for themselves or their ~~immediate~~-family (as defined in Article 11.1). Such requests for time off will not be unreasonably denied.

An employee who is temporarily unable to work due to a pending legal matter (or their designated representative) may also choose to apply for an unpaid leave of absence. Approval of each request is at the sole discretion of the University and is not subject to the grievance process or arbitration.

## *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~~of a family member; 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 and/or parent, which shall not exceed 10 days in a fiscal year. ~~Immediate-f~~family member shall mean parent (guardian, stepparent), parent-in-law, spouse, child (stepchild, child-in-law, stepchild-in-law), sibling, sibling-in-law, grandparent, grandparent-in-law, grandchild, niece, nephew, aunt, uncle, ~~or~~any person living with the employee, or a person whose close association with the employee shows to be equivalent to a family relationship. 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 or a family member~~.

~~a.~~

b. Decisions as to the granting of paid sick leave for bona fide personal illness, or for illness ~~in the immediate~~of a family member when the use of sick days during a fiscal year exceeds ~~15~~fifteen (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 fiscal year limits referenced above if the sick leave is to be used for illness or death ~~in the immediate~~of a family member.

~~b.~~

c. Decisions as to the granting of unpaid family leave shall be made by the University Administration coordinated by the Department of Human Resources.

~~e.~~

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 their responsibilities. A medical certificate may be required for any illness regardless of the number of days.

~~d.~~

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 their 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.

~~a.~~

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 the 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.~~

1. Employee health and personnel information shared with members of the Sick Leave Bank Committee is private and shall not be used or shared by members of the committee except as necessary to fulfill their role on the committee.

2. Within six (6) months of legislative approval, the parties will update the Sick Leave Bank guidelines to conform with this bargaining agreement. At least once per year after, the parties will review the Sick Leave Bank guidelines and update as appropriate. Any and all changes shall be mutually agreed upon.

~~b.~~

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 (except that the employee may save up to two (2) weeks of vacation leave), personal leave, holiday and compensatory time) are exhausted.

1. An employee is limited to 75 days from the Sick Leave Bank over a rolling two (2) year period, not to exceed the leave entitlement under the federal or state Family Medical Leave Act (“FMLA”) or SEBAC supplemental leave.

2. The Sick Leave Bank is for ~~very serious or catastrophic illness or injury~~ the employee’s own serious health condition as defined in federal or state FMLA.

~~3. 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 with a serious health condition as defined in federal or state FMLA, not to exceed leave entitlements provided under the ~~Federal~~ federal Family and Medical Leave Act ~~stated~~ FMLA. 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 (contract year sick leave allotments, ‘as if’ accrued sick leave, banked sick leave, vacation (except that the employee may save up to two (2) weeks of vacation leave), personal leave, holiday and compensatory time.

~~4. 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.~~

~~e. To be eligible to receive time from the Sick Leave Bank, an employee must be on an approved federal or state FMLA or SEBAC supplemental leave.~~

~~d.~~

#### 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 their 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; and, pursuant to a protocol mutually agreed upon between the UCPEA and the

~~University by January 2, 2017.  
d.—where the employee poses an imminent or serious safety threat to self or others.~~

*Article 12.*

**CHILDBIRTH AND PARENTAL BENEFITS**

**121** The University shall grant an employee giving birth to a child six (6) or eight (8) weeks paid leave related to childbirth, as specified in the medical provider’s medical disability documentation. Such leave shall be subtracted from their sick leave entitlement to the extent that it exists, including “as if accrued” and previously earned banked sick leave. Time characterized as childbirth leave shall commence on the date of birth and extend six (6) or eight (8) weeks thereafter. This leave will run concurrently with state and federal medical leave laws, as applicable.

**122** The University shall grant an employee up to five workdays paid leave at the time of birth, adoption, taking custody, or foster placement of a child, or for the prenatal or postnatal care of a spouse or significant other. Such leave shall be subtracted from their 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.—Additional time off beyond the five workdays for bonding or prenatal or postnatal care of a spouse or significant other may be approved under federal and state family and medical leave laws, as applicable.—Such leave, if approved, would run concurrently from the employee’s first day out on caregiver or bonding leave.—\_ \_ \_ \_ \_

~~**123**—Following the birth, adoption, or foster placement of a child, parents may be entitled to a bonding or caregiver leave on a reduced schedule leave as applicable under state and federal FMLA.—Following the birth, adoption, or foster placement of a child, parents who do not qualify for state or federal FMLA shall be entitled to work half time for up to three (3) months or the date on which they become eligible for state or federal FMLA, whichever comes sooner.~~

**123**

*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~~1/2-year leave at full pay rather than a ~~1-year~~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 their 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 their designee. Only positive recommendations will go beyond the ~~Vice Presidential~~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~~ (6) 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 their 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~~President, or their 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 their position retained and upon their return to work shall benefit by any increase in salary and/or fringe benefits that accrued to their 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 twenty (20) working ~~days~~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~~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 ten (10) working ~~days~~days' notice. Individuals may be exempted from schedule changes for reasons including, but not limited to, child/parental care, health~~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 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 be established 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.

The University retains the sole and exclusive right, in its discretion, except where limited in this Article, to determine when, where, and how work is performed, including but not limited to determining employee and position eligibility for telecommuting; requiring in-person work; approving, denying, limiting, suspending, modifying, or revoking telecommuting arrangements; determining schedules, work hours, reporting expectations, on-site attendance requirements, and the number of telecommuting days permitted; and establishing and enforcing all operational, technological, equipment, and data security requirements applicable to telecommuting. Such determinations may be made at any time based on operational needs or any other legitimate business reason, subject to the limitations in this Article. Except as expressly stated herein, decisions concerning telecommuting shall not be subject to the grievance or arbitration procedure.

### Eligibility and Consideration Criteria

1. Professional staff may submit a request for a telecommuting arrangement in a form and manner required by the University. Any revisions to the form will be shared with the UCPEA.
2. The University may consider such factors it deems relevant in evaluating any request, with operational needs as paramount. Such factors may include, but are not limited to:
  - a. The nature of the employee's duties and whether they can be effectively performed remotely.
  - b. The need for on-site presence for service delivery, knowledge transfer, collaboration, supervision, training, or student-facing responsibilities.
  - c. The employee's performance, reliability, and demonstrated ability to work independently.
  - d. Technology, equipment, and data-security requirements.
3. The University's judgment regarding operational needs shall govern all determinations.

### Decision Process

1. Requests for telecommuting arrangements shall be submitted in accordance with the form and manner required by the University.
2. Managers are encouraged to give serious consideration to all reasonable requests for

telecommuting arrangements but shall have no obligation to approve any request.

3. If a request for telecommuting arrangement is denied, the employee may submit a new request only after one year from the date of the denial, unless a material change in job duties, work schedule, operational needs, or performance circumstances occurs sooner.

### **Appeal Process**

1. Employees may request an internal review if:
  - a. Their telecommuting request is denied in full or if the employee is approved for less than two (2) telecommuting days per work week, and
  - b. They received a rating of “Good” or better on their most recent performance evaluation.
2. Employees wishing to appeal a decision made under 16.5 may submit a written request for review to Human Resources within four (4) weeks of receipt of the initial telework decision.
3. Upon receipt of a timely appeal, Human Resources shall convene a Telework Review Panel within two (2) weeks composed of two (2) members: one from Human Resources and one appointed by the UCPEA.
4. The Telework Review Panel shall review the written appeal, the original telework decision, and any relevant supplementary information. The panel may, at its discretion, meet with the manager and employee to clarify their respective positions.
5. Within two (2) weeks of completing its review, the Telework Review Panel shall issue one of the following outcomes:
  - a. Uphold the initial decision, or
  - b. Recommend reconsideration.
6. If the panel is not unanimous or if the panel recommends reconsideration, the matter will be forwarded to the appropriate Vice President (or designee), who shall issue a final written determination within two (2) weeks.

### **Modification or Revocation**

1. Approved telecommuting arrangements may be temporarily limited, suspended, modified, or revoked at any time due to operational needs, changes in job duties, performance concerns, supervision needs, compliance concerns, technology or data security concerns, or any other legitimate business reason.
2. The University will provide as much notice as practicable under the circumstances but reserves the right to require immediate temporary return to in-person work where necessary.
3. A permanent revocation of Telecommuting would be administered in the same manner as an initial denial and subject to the appeals process described above.

~~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 AND WELLNESS**

## 17.1 Overtime and Stipends, Generally

### a. Overtime

#### ~~17.1~~

When Student Health and Wellness (SHaW) employees who are licensed as nurses, nurse practitioners, lab technicians, phlebotomists, 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 SHaW management and the employee. If there is no agreement the individual shall be paid rather than accrue compensatory time.

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

### b. Stipends

At the beginning of each fiscal year, all stipends referenced in this Article shall be increased by a factor equal to the annual percentage increase in base salary exclusive of performance-based compensation rounded to the nearest quarter dollar amount effective that same fiscal year. The percentage increase shall be applied to the stipend amounts in effect at the time of the annual increase. In any year there is zero percent (0%) increase to the base salary, there will not be an increase in the stipends.

## 17.2 Shift Differentials

### a. Evening Shift

1. The University will pay SHaW employees who are regular employees of the University, who are regularly assigned to work the day shift, who are scheduled to work four (4) or more hours of the evening shift (i.e. until 8:00 p.m. or later) (the “evening shift”), a differential of fifteen percent (15%) of their hourly rate as derived from their base annual salary for each hour worked after 4:00 p.m.
2. Except for by mutual agreement, this differential will not apply to employees who, for their own convenience, have requested and been granted permission to work hours other than their scheduled shift, or as a result of a flexible schedule agreement.
3. ~~The~~ With supervisor permission, the evening shift differential ~~shall not~~may be added or combined with any other differential, ~~and in no case will an employee receive more than 15% per hour as a premium for working on an evening shift.~~ The evening shift differential will only be paid for hours actually worked and not while such an employee is on leave of any nature.

### b. Night Shift

1. When a SHaW employee who is a regular employee of the University and who is licensed as a nurse, nurse practitioner, lab technician, phlebotomist, 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 p.m. and 8:00 a.m., between Monday at 11:00 p.m. through Saturday at 8:00 a.m.) (the “night shift”), they shall be paid a differential of 20% of their hourly rate as derived from their 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. ~~The~~ With supervisor permission, the night shift differential ~~shall not~~may be added or combined with any other differential, ~~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.

2. \_\_\_\_\_

3. Under no circumstances will the night shift differential be paid to Advice Nurses, Sexual Assault Response ~~Nurses~~Nurses, or Mental Health Services Professionals (MHSPs) unless they actually worked ~~at for~~at for SHaW during the weekday night shift.

### c. Weekends

1. When a licensed professional work between 8:00 a.m. Saturday and 8:00 a.m. Monday (the “weekend”), they shall be paid a differential of 15% of their hourly rate as derived from their base annual salary for each hour worked.
2. ~~Weekend~~ With supervisor permission, the weekend shift differentials ~~shall not~~may be added or combined with any other differential, ~~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 ~~Advices~~Advice Nurses, Sexual Assault Response Nurses or MHSPs unless they actually worked at SHaW 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 shifts are between 4:00 p.m. and 8:00 a.m. ~~beginning~~ beginning on Saturday ~~constitutes a single shift~~ and ~~the shift~~ between 4:00 p.m. and 8:00 a.m. ~~beginning~~ beginning on Sunday ~~constitutes a single shift~~. ~~There will be two such shifts per weekend~~.
- b. The coverage pools will consist of qualified SHaW Nurses who have successfully completed ~~formal~~ training as required by the Department. All coverage is provided on a voluntary ~~basis, and~~basis and will be scheduled for the entire school year.
- c. The stipend for Advice Nurses for a 4:00 p.m. to 8:00 a.m. shift will be ~~\$264.50~~\$52.00 or \$22.00 per hour is part of the shift is worked.
- d. Advice Nurses may be scheduled for one or more of the ~~other~~ available shifts, ~~or for both shifts~~. The scheduled nurse will be responsible for coverage of their scheduled shift. If the scheduled nurse is unable to cover the shift due to emergency reasons, it is their responsibility to arrange coverage. If the scheduled nurse is unable to arrange coverage, they 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.f.~~ In the unforeseen event that SHaW 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.g.~~ 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.h.~~ Nurses filling these positions will be exempt from the provisions of Article 18, Compensatory ~~Time~~Time, during these shifts.

#### 17.4 Sexual Assault Response Nurses and Mental Health Services – Weekend On Call

~~a.~~ Assignment of ~~Registered Nurses (RNs) and~~ Advance Practice Registered Nurses (APRNs) (collectively referred to in this Section as “Sexual Assault Response Nurses”) to respond to sexual assault situations will be provided on ~~weekends~~Saturdays, only during the academic semesters. ~~The shift between 8:00 am on Saturday and 8:00 am on Sunday constitutes a single shift and the shift between 8:00 am on Sunday and 8:00 am on Monday constitutes a second single shift. There will be two such shifts per weekend.~~

~~b.a.~~ The coverage pool will consist of qualified SHaW ~~RNs and~~ APRNs who have successfully completed ~~formal~~ training as required by the Department. All coverage is provided on a voluntary ~~basis, and~~basis and will be scheduled for the entire school year. SHaW 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 under an hour.

~~e.b.~~ Stipends:

1. The stipend for being on call is ~~\$18.75~~\$25.00 per hour. ~~–~~ This is the “on call” rate.
2. The stipend for Sexual Assault Response Nurses for being on ~~call, but~~call but not being called into work for an 8:00 a.m. to ~~4~~8:00 p.m. shift (~~24~~8 hours) will be ~~\$450~~200.00.
3. A Sexual Assault Response Nurse 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 ~~(2)~~ hours, at time and one half of their regular rate of pay.
4. For Sexual Assault Response Nurses, total compensation for being on call combined with working during a weekend shift will be a combination of the number of hours actually worked which are paid at time and one half of the employee’s regular rate of pay, plus the remainder of the shift’s hours paid at the “on call” rate. For example, if a Sexual Assault Response Nurse being paid \$80.00 per hour is called in for 4 hours, the pay for that shift would be 4 hours times and one half \$80 ~~(totaling \$480.00~~320), plus ~~20~~4 hours times ~~\$18.75~~\$25.00 (~~\$375~~100.00), for a total of ~~\$695~~\$580.00.

~~d.c.~~ Sexual Assault Response Nurses may be scheduled for part or all of the ~~one or the other~~ available shifts, ~~or for both shifts~~. The scheduled Sexual Assault Response Nurse will be responsible for coverage of the scheduled shift. If the Sexual Assault Response Nurse unable to cover the shift due to emergency reasons, it is their responsibility to arrange coverage. If the Sexual Assault Response Nurse is unable to arrange coverage, they will notify the administrator on call who will arrange coverage if possible or may authorize the

cancellation of coverage for that shift.

e.d. The protocol for contacting the Sexual Assault Response Nurses with instruction to report to SHaW will be established and published at the beginning of the program.

f.e. In the unforeseen event that SHaW 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 services) such assignments may be cancelled.

g.f. In accordance with the Memorandum of Agreement with the Office of Victim Services, it is within the University's discretion to conclude that there is no longer a need for the Sexual Assault Response Nurse services program, in which case the University is under no obligation to continue this type of work or compensation for any duration.

h.g. Sexual Assault Response Nurses filling the aforesaid position will be exempt from the provisions of Article 18, Compensatory Time during these shifts.

### 17.5 Mental Health Services – Weekend On Call

a. After-hours Mental Health Services within SHaW will be provided on weekends, only during the academic semesters. The shift between 8:~~00~~30 a.m. on Saturday and 8:~~00~~30 a.m. on Sunday constitutes a single shift, the shift between 8:~~00~~30 a.m. on Sunday and 8:~~00~~30 a.m. on Monday constitutes a second single shift. There will be two (2) such shifts per weekend.

b. The coverage pool will consist of qualified UCPEA bargaining unit MHSPs who have successfully completed on-call training as required by the Department. All coverage is provided on a voluntary ~~basis, and~~basis and will be scheduled for the entire school year. SHaW 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 under an hour.

c. Stipends:

1. The stipend for being on call is \$18.75 per hour.— This is the “on call” rate.
2. The stipend for a MHSP being on call but not being called into work for an 8:~~00~~30 a.m. to 8:~~00~~30 a.m. shift (24 hours) will be \$450.00.
3. A MHSP 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 (2) hours, at time and one half of their regular rate of pay.
4. For MHSPs, total compensation for being on call combined with working during a weekend shift will be a combination of the number of hours actually worked which are paid at the employee's regular rate of pay, plus the remainder of the shift's hours paid at the “on call” rate.— For example, if a MHSP being paid \$80.00 per hour is called in for 4 hours, the pay for that shift would be 4 hours times and one half \$80.00 (totaling \$48320.00), plus 20 hours times \$18.75 (\$375.00), for a total of \$695855.00.

5. The totality of weekend on call stipends for MHSPs is covered by this section. MHSPs ~~may be called in to provide mental health services in response to sexual assault situations, but~~ do not earn an additional stipend under Article 17.4(c).
- d. ~~A MHSP~~An MHSP filling the aforesaid position will be exempt from the provisions of Article 18, Compensatory Time.—
- e. The MHSP may be scheduled for one or the other available shifts, or for both shifts. The scheduled MHSP will be responsible for coverage of their scheduled shift. If the MHSP is unable to cover the shift due to emergency reasons, it is their responsibility to arrange coverage. If the MHSP is unable to arrange coverage, they will notify the administrator on call, who will arrange coverage if possible, or may authorize the cancellation of coverage for that shift.
- f. The protocol for receiving phone calls will be established in accordance with accepted medical practice.
- ~~g. The written statement concerning liability from Paul Shapiro, Assistant Attorney General, dated May 20, 1996, is incorporated by reference.~~
- ~~h.g.~~h.g. In the unforeseen event that SHaW 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.
- ~~i.h.~~i.h. 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 9-Month, 10-Month and 11-Month Licensed Professionals**

- a. Except by agreement otherwise, all licensed professionals employed by SHaW for 9, 10 or 11 months per year 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 SHaW.
- b. These 9-month, 10-month or 11-month licensed professionals shall accrue vacation time as if the employee worked one continuous month for the portion of time worked in August and the portion of the time worked in their last month of their 9-month, 10-month, or 11-month appointment.

#### **17.7 Student Health and Wellness Physician ~~and Director of Sports Medicine~~**

- a. The positions "Student Health and Wellness 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 (“FLSA”).

- a. Non-exempt members of the bargaining unit shall be paid their “regular rate of pay” for each hour worked up to 40 hours in a workweek consistent with the FLSA and State Department of Labor wage and hour laws and regulations. The implementation of this section shall be consistent with Article 16 (Work Schedules) 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 (70) 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~~ timecard 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~~ 105 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~~. The University shall pay the balance due to the employee within two (2) pay dates of when the decision to payout is made.
- 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.
- ~~h.i.~~ If an employee is reclassified from non-exempt to exempt, they shall be paid out for any unused compensatory time earned while non-exempt.
- ~~h.j.~~ Upon termination of employment, for any reason, an employee shall be paid out for any unused compensatory time.

**18.2 Exempt Employees**

An exempt employee, not including those listed in Article 18.5, may be required to work hours beyond their ~~regularly scheduled~~ regularly scheduled workweek. The requirement to work hours beyond a regularly scheduled workweek will fall within these categories: In that situation, the following procedures shall be followed:-

- a. The first supervisor outside the bargaining unit will confirm in writing to the employee the requirement to work ~~hours~~hours, specifying the reason for the requirement, and identifying the anticipated reduction in schedule to account for the hours worked beyond the employee's ~~regularly-scheduled~~regularly scheduled workweek.
- b. In an emergency situation, an employee may be responsive to situational needs, provided they have obtained verbal approval from the first supervisor outside of the bargaining unit. The employee will confirm in writing with the first supervisor outside of the bargaining unit the reason(s) for working additional hours and the hours worked within the same pay period.

The following procedures shall be followed:

- a. The employee must flex the first five (5) hours worked through a reduction in the employee's schedule within the same pay period.
- ~~b.~~c. However, if business or operational needs do not allow a reduction in schedule within the same pay period, or if the hours worked exceeds five (5) hours in a pay period, the first supervisor outside the bargaining unit may instead authorize the employee, in writing, to accrue compensatory time for the amount of hours they were unable to flex. All compensatory time must be recorded on the employee's leave record as it is earned. All compensatory time must be utilized within two (2) 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 ~~140-105~~ hours, management may request to pay for the time over one hundred (100) hours up to a maximum of forty (40) hours at a time. Management requesting such a payout for an employee must provide a written justification and budget approval to the ~~Executive~~ Director of Employee-Labor Relations, or designee, who has the final authority to approve or deny the payout request.—The manager's justification must explain the extenuating circumstances that made it impossible or impractical for the employee to use accrued compensatory time.—Management may request a payout of compensatory time for individual employees no more than once per calendar quarter. The University shall pay the balance due to the employee within two (2) pay dates of when the approval for payout is made.

## **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~~call but has no restrictions ~~to~~on their travel in order to respond, shall receive compensatory time equal to ten (10) 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 Specific 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 (7) days of compensatory time in the Fall Semester, seven (7) days of compensatory time in the Spring Semester, and three (3) days of compensatory time in the Summer Semester.
- b. Professional staff in identified 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. 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.
- ~~b.c.~~ Admissions Officers, Senior Admissions Officers, Admissions Managers, Associate Directors, and Senior Associate Directors employed in the Department of Undergraduate Admissions, shall receive eight (8) compensatory days on July 1 of each fiscal year and seven (7) compensatory days on January 2 of each fiscal year to compensate for hours during recruitment travel and during the reading of applications.
- ~~e.d.~~ Employees will be notified in writing upon hire or reclassification of eligibility for compensatory time under this provision.
- ~~d.e.~~ 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 Level 1 (Essential/Emergency) Support Services Staff During University Closure/Inclement Weather

UCPEA members who are designated as Level 1 (Essential/Emergency) Support Services Staff and must remain at or report to in-person work when other employees are directed to not report to campus based on inclement weather during a University closure shall be compensated hour for hour with compensatory time, except when the ~~closure~~ weather event occurs on a holiday enumerated in Article 8.1 of the collective bargaining agreement, in which case only holiday compensatory time in accordance with Article 8.1 may be earned.

## *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~~ records, and other documentation of employee performance. The employee's official, complete employee file will be housed in the Department of Human Resources and may include documents maintained electronically or in hard copy.

Each employee shall have the right and may request to review the content of their employee file, which may be satisfied by providing the employee an electronic copy of their employee file. Said hard copy or electronic file will be provided within five (5) workdays of the date on which the request is made 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 their employee file within ten (10) ~~workdays, and~~ workdays and shall have the right to write a rebuttal to any such material for inclusion in the file.

19.6 An employee may request the removal of a Letter of Warning and related written documentation from their official, complete employee file after (12) twelve months provided there have been no further disciplinary events (as defined in Article 22.2) during this period.

An employee may request the removal of a Letter of Reprimand and related written documentation from their official, complete employee file after twenty-four (24) months provided there have been no further disciplinary events (as defined in Article 22.2) during this period.

The request and the response shall be done in writing through a process that is mutually agreed to by the parties. The request shall be reviewed by Labor Relations whose decision shall not be arbitrable.

~~19.6~~19.7 Employees recognize their responsibility to review the contents of their employee files.

~~19.7~~19.8 The employee shall have the right to obtain a copy of any material placed in their employee file (excluding pre-employment records), which will be provided in electronic form for which a nominal charge may be levied.

~~19.819.9~~ 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 and four (4) months.

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~~one-year probationary period.

a. The first supervisor outside of the bargaining unit, in consultation with Labor Relations, may reduce or extend an employee's probationary period. Extensions shall be no more than four (4) additional months. The UCPEA shall be copied on all probationary extension letters. Further extensions shall be by mutual agreement of the parties.

b. In addition, any current employee voluntarily reassigned or hired as a result of a search may serve a four (4)-month probationary period, at the sole discretion of the first manager outside of the bargaining unit. Employees who fail their four (4)-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 four (4)-month probationary period. Employees who are not continued during their four (4)-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,~~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 template. Newly hired employees will be provided with electronic access to a description and explanation of the Career Paths system.

**20.3** Approximately halfway through and at the end of their probationary period, each employee shall be given a written evaluation of their performance that is not grievable under either 23.1 (a) or 23.1 (b). The employee shall normally sign the evaluation within seven (7) calendar days from receipt for the sole purpose of indicating that they have read it. Failure to sign may be considered cause for disciplinary action.

**20.4** In the event that a probationary employee (excluding Residence Hall Directors) is dismissed before the end of their probationary period, they shall be notified in writing and receive two (2) weeks' notice or pay in lieu thereof. Residence Hall Directors only shall receive four (4) weeks' notice or pay in lieu thereof.

**20.5** Residence Hall Directors who are dismissed before the end of their probationary period will be provided not less than ~~two-four~~ (42) weeks from the date of the dismissal notice to vacate their University apartment, unless the University has a safety or security concern about the employee remaining in University housing. At the UCPEA's request, the University will agree to meet and discuss exceptional circumstances in which the Residence Hall Director may request additional time to vacate their University apartment.—The University's decision whether to grant an extension request is not grievable or arbitrable.

**20.6** In no case shall either the dismissal of an employee during their probationary period, or the non-continuation of an employee upon the completion of their probationary period, be grievable under any article of this agreement including 23.1 (b), or grievable and arbitrable under 23.1 (a). A probationary employee who is dismissed, or who is not continued, may appeal 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~~President, or designee shall respond in writing. The decision of the Provost, Vice Provost, Vice ~~President~~President, or designee is final and not appealable to arbitration.

**20.6** 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 the appealing employees, their Union representatives, and qualified witnesses. Qualified witnesses shall be defined as those with information relevant to the appeal. At least two (2) business days before the hearing, the employee shall submit to the hearing officer a list of proposed witnesses. The designated hearing officer will determine which witnesses, if any, are qualified to attend the hearing. Determinations that a proposed witness is not qualified to attend the hearing shall be provided in writing at least one (1) business day before the hearing and shall include the reason for the determination. The determination of the hearing officer is final and not grievable or arbitrable.

*Article 21.*

**EVALUATION**

**21.1** For the purpose of promoting, ~~maintaining~~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 their official job template and internal departmental job specification (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~~ (2) 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 and May 22nd 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 – Far Exceeds Expectations
  - Very Good – Exceeds Expectations
  - Good – Meets Expectations
  - 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 they have read it. Failure to sign may be considered cause for disciplinary action.

- f. An employee shall have the right to append to their evaluation a written statement presenting their 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. The statement shall normally be submitted within sixty (60) calendar days from receipt of the evaluation by the employee.
- 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** Either party may request to review the evaluation form ~~between January 1-31, 2023, and subsequently~~ every other year (odd-numbered years) during the month of January.—The review process will not extend beyond the month of January.—All changes shall be approached as a joint labor-management effort.—Any changes the parties agree to make to the evaluation form will go into effect at the start of the following rating period (e.g., changes made in January 2023 would go into effect on May 1, 2023).—No changes will go into effect without agreement from both parties. The evaluation form and any changes made thereto shall not be grievable or arbitrable.

~~21.3a.~~ The parties agree to meet beginning in July 2026 to review and revise the evaluation form to be effective for the review year beginning May 1, 2027.

**21.4** Upon the written request of an employee, a job template will be provided by the Administration.

**21.5** 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 (Dismissal or Other Disciplinary Action); however, they 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 their 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 their Dean, Director, Department Head or designee. If the employee feels that an order is not a part of their responsibilities, they may request and shall be given a written verification of that order. They 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 their 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 their designee to hear the specific charges, the evidence against them, and to present their 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 they feel may have information related to the issue under investigation. A written decision shall be rendered within ~~15~~fifteen (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~~ 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~~ penalties, the arbitrator shall not substitute their judgment for that of the administrator except if it has been arbitrary, ~~capricious~~ 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 their 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 their 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 their decision in writing within ~~seven-fourteen~~ (14) 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 they wish 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~~ 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 their 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 their decision in writing within ~~seven (7)~~ fourteen (14) 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 ~~fourteen (14)~~ 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 arbitration. The Union will provide a copy of the filing to arbitration to Labor Relations within three (3) business days of filing. Grievances regarding suspensions of more than ten (10) days, demotions, or terminations and contract interpretation shall be submitted for arbitration to the American Arbitration Association or the Connecticut Board of Mediation and Arbitration. Grievances concerning all other complaints, including suspensions of ten (10) days or less, written warnings or reprimands, and evaluations shall be submitted for arbitration to the Connecticut Board of Mediation and Arbitration. The arbitration rules of whichever forum the grievance is filed shall apply.

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~~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~~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 their position, is not subject to either the contractual or non-contractual grievance procedure.
- i. No policies, rights, ~~responsibilities~~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. All current (Clinical Career Progression Program for Student Health and Wellness Nurses) 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 simultaneous copy provided to the UCPEA.

**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 (2) weeks, ~~with an electronic copy to the UCPEA office.~~ The projected salary range may be obtained by contacting Human Resources. 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 themselves as a member of the unit on their vita shall be granted an interview.

26.1a. The University will work with the UCPEA to develop a pilot program for conducting a pooled search process for agreed upon positions, with the intent of the program to become fully operational no later than 12 months after the effective date of this collective bargaining agreement. The University and the UCPEA shall meet regularly, no less than quarterly, to ensure timely development and implementation. The pilot program may only be implemented, modified, or extended through consultation with and notification to the UCPEA and shall expire at the end of this agreement unless otherwise agreed to by the University and the UCPEA.

26.2—An employee, upon request, shall be given the status of their application or the reason they were rejected for a position.

26.2

**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 an employee is provided notice of 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 to address the situation or offer an alternative to layoff.
- 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 ~~(5)~~ years for non-teaching professionals in the UCP-classification level.
  2. The first level supervisor outside of the unit has taken into consideration the skills, ~~experience~~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~~ **(3three)** 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. So long as the University maintains a website accessible to the UCPEA with a current organizational chart, provision of this last shall not be required.

- d. When a reorganization causes two ~~(2)~~ 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 a position that is the same or a similar position to the eliminated position or to a lower level of the eliminated position in the same job path, if the employee meets the minimum qualifications of the job specification, if such a position becomes available during the eighteen **(18)** 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 vacancies and~~ shall be granted an interview for all posted positions for which they apply and notify Human Resources of their application, and meet the minimum qualifications within eighteen (18) months of the

[date of notice of layoff](#). 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-four~~ (4) month probationary period. If the employee is not retained beyond the probationary period, they shall be returned to the recall list in order to be on the recall list for a total of eighteen (18) 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, [with simultaneous email notice to the employee, if provided, and to the UCPEA.](#)
- k. In the event of layoff, members of the unit shall be provided the following notice period during which they will continue working:

k.

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 [during the notice period](#).

If the employee wishes to work the notice period, but the University has compelling business reasons to release them, the University has the discretion to issue payment of 50% of the salary that the employee would have earned [during the notice period](#), 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.e.g. special payroll, or matters relating to the implementation of this agreement. Labor Management meetings shall occur 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.

*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.

[30.6 An employee with an Area 2 University parking permit, using a state-issued handicap parking permit, and registered with Facilities Operations, shall be permitted to park at any handicap designated parking spot in surface lots, without incurring additional costs.](#)

30.7 The University will establish dedicated parking spaces—identified as special parking—for use by Residence Hall Directors within reasonable proximity to their assigned residential dwelling. Special Residence Hall Director spaces will be available at the Area 2 rate.

*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. A description of the Job Classification System is available to all employees through the Human Resources Web Page.

**31.2 Career Progression**

~~The University and the UCPEA will continue to meet monthly to develop a process by which managers can nominate employees for within level progression, due to increased job proficiency and/or relevant professional development by June 30, 2023, unless extended by mutual agreement. This does not constitute an effective date of Career Progression.~~

~~The Career~~ progression will include three (3) ranks: proficient, ~~advanced~~advanced, and expert. 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 expert 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-Position Audit~~ Process**

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

~~In t~~The opinion of the employee and/or their supervisor is that, 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~~audit 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~~review is performed.

- b. No position ~~assessment-audit~~ request will be considered unless the employee has been consistently performing changed duties for at least two (2) months. An employee may not request a position ~~assessment-audit~~ during their first year in the current position or within a year of reclassification.

When an employee identifies significant changes in their job duties and responsibilities, they shall meet with their supervisor and request that the position be submitted for a position ~~assessment~~audit. ~~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.~~The employee may start the process from the ~~position audit information furnished on the Department of Human Resources webpage.~~ This does not preclude the initiation of a position ~~assessment-audit~~ 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 electronic submission by the employee starts the process. The job inventory form will be completed by the employee within 6 weeks of receipt.~~The ~~job inventory~~position audit form will then be reviewed and receipt acknowledged by the supervisory chain within 4 weeks of receipt from the ~~employee, and 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-audit~~ and provide the employee, the UCPEA, and the supervisor a written summary of the results within 12 weeks.
- e. If the ~~assessment-position audit~~ 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 audit~~ as being outside the classification. The effective date of reclassification shall be ~~60 days prior to~~ the date the ~~employee submitted the position audit form~~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 ~~position audit~~job inventory form was ~~received in Human Resources~~submitted by the employee through the date the higher-level duties are removed.
- f. If the ~~position audit~~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 is~~ not subject to ~~appeal~~ the grievance process.

An employee whose ~~reclassification position audit~~ request is denied may request a meeting with the ~~Human Resources Associate~~ classification specialist who ~~made~~ performed the ~~assessment audit~~ and the ~~Director of~~ Chief Human Resources Officer, or designee, to review the reason for the denial ~~and possibly present new evidence~~.

Following the meeting the employee will have fourteen (14) calendar days to supplement the discussion with additional evidence.

~~g.~~ The Chief Human Resources Officer, or designee, shall respond in writing within six (6) weeks. The written decision may confirm the original decision, or it may determine that the employee's duties are not appropriately classified. The decision will provide justification for this determination. This decision is final and not subject to appeal, grievance, or arbitration.

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 audit~~ results in an employee's position being reclassified to a higher level, the employee's salary may be increased by up to 10%, as approved by Human Resources and the manager outside of the bargaining unit, on the effective date of the reclassification. ~~The~~ salary increase shall not be more than the maximum of the salary band into which the position is reclassified. Otherwise, the salary increase shall not be less than ~~23%~~ 23% 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 Service in a Higher Classification**

It is within the University's discretion to appoint employees to temporary positions or temporarily assign them higher-level 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 Depart-~~

An employee will be compensated for a temporary appointment by a minimum 3at least 2% increase or equal compensation to the minimum of the pay band determined by Human Resources for the temporary appointment, whichever is greater 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. As soon as practicable following legislative approval of this agreement, effective July 1, 2025, a 2.5% increase shall be added to the June 30, 2025, base annual salary, of each current bargaining unit member who performed satisfactorily\* and was a member of the bargaining unit as of January 1, 2025. This shall also apply to eligible bargaining unit members who directly retired or were affected by position elimination after July 1, 2025.
- a.b. Effective with the first full pay period following July 1, 2024/2026, a 2.5% increase shall be added to the June 30, 2024-2026, base annual salary of each current bargaining unit member who performed satisfactorily\*, and was a member of the bargaining unit as of January 1, 2024/2026.
- b. ~~Effective with the first full pay period following legislative approval of this agreement, a two thousand, five hundred dollar (\$2,500) one-time payment shall be made to each bargaining unit member who performed satisfactorily\*, and was a member of the bargaining unit as of March 31, 2022. This payment will not be added to the employee's base salary but shall be included in pension calculations. This payment will be pro-rated for part-time employees.~~
- e. ~~Effective with the first full pay period in July 1, 2027, 2022, a 2.5% increase shall be added to the June 30, 2022-2027, base annual salary of each current bargaining unit member who performed satisfactorily\*, and was a member of the bargaining unit as of January 1, 2022/2027.~~
- c.
- d. ~~Effective with the first full pay period following July 15, 2022, a one thousand dollar (\$1,000) one-time payment shall be made to each current bargaining unit member who performed satisfactorily\*, and was a member of the bargaining unit as of July 15, 2022. This payment will not be added to the employee's base salary but shall be included in pension calculations. This payment will be pro-rated for part-time employees.~~
- e. ~~Effective with the first full pay period in July 2023, a 2.5% increase shall be added to the June 30, 2023 base annual salary of each current bargaining unit member who performed satisfactorily\*, and was a member of the bargaining unit as of January 1, 2023.~~
- f.d. This Agreement may be reopened for the sole purpose of negotiating general wage increases or merit performance-based compensation for the period of July 1, 2024-2028, through June 30, 2025/2029.— The Union may effectuate the reopener by notifying the University in writing by January 1, 2024-2028, of its desire to do so.

\*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. Employees who are in their initial probationary period are not eligible for performance-based compensation.— 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.

- a. ~~Effective with the first full pay period in~~As soon as practicable following legislative approval of this agreement, effective July 1, 2024~~2025~~, a 2.0% increase shall be added to the base annual salary of each current bargaining unit member who performed satisfactorily,\* and was a member of the bargaining unit as of January 1, ~~2024~~2025. This shall also apply to eligible bargaining unit members who directly retired or were affected by position elimination after July 1, 2025.
- b. Effective ~~with the first full pay period in~~ July ~~1, 2026~~2, a 2.0% increase shall be added to the base annual salary of each current bargaining unit member who performed satisfactorily,\* and was a member of the bargaining unit as of January 1, ~~2022~~2026.
- c. Effective ~~with the first full pay period in~~ July ~~1, 2027~~3, a 1.5% increase shall be added to the base annual salary of each current bargaining unit member who performed satisfactorily,\* and was a member of the bargaining unit as of January 1, ~~2023~~2027.
- d. Effective ~~the first full pay period of~~ July ~~1, 2027~~3, the University shall distribute the equivalent of 0.5% of the gross salary amount to be issued as performance-based compensation to current UCPEA bargaining unit members.
- e. 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 President, Vice ~~President~~President, or Provost. The supervisor may only recommend employees for University performance-based compensation who receive a "Good" evaluation or higher.
- f. The percentage pool identified above shall be established on a per capita basis at the level of the President, Vice President or Provost based on the bargaining unit membership as of March 1 of the fiscal year immediately preceding the distribution.
- g. 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.

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

### 32.3 Salary Schedules

Neither the salary offered for a particular job nor assignment of a job ~~series-classification~~ to a salary band ~~are~~ is 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 salary band. An employee will be hired into the minimum salary unless it is deemed that their qualifications warrant an increased offer. The hiring range shall be defined as any amount between the minimum and defined maximum for each UCPEA salary band. In determining the amount, consideration shall be given to qualifications, ~~experience~~~~experience~~, and market issues.
- b. No employee shall be employed at an amount higher than the maximum salary for the UCPEA salary band. If, at the time University performance-based compensation is being issued, an employee ~~has reached the maximum amount, and~~ receives a recommendation for a performance based compensation increase that is approved by the President, Vice President or Provost, ~~which causes them to reach the maximum amount, any amount over that limit will be~~ ~~they 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~~notify 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, 2025

<u>Level</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
<u>1</u>	<u>\$46,989</u>	<u>\$61,085</u>	<u>\$75,182</u>
<u>2</u>	<u>\$52,627</u>	<u>\$68,415</u>	<u>\$84,203</u>
<u>3</u>	<u>\$58,942</u>	<u>\$76,625</u>	<u>\$94,308</u>
<u>4</u>	<u>\$66,015</u>	<u>\$85,820</u>	<u>\$105,625</u>
<u>5</u>	<u>\$73,937</u>	<u>\$96,119</u>	<u>\$118,300</u>
<u>6</u>	<u>\$82,810</u>	<u>\$107,653</u>	<u>\$132,496</u>
<u>7</u>	<u>\$92,747</u>	<u>\$120,571</u>	<u>\$148,395</u>
<u>8</u>	<u>\$103,877</u>	<u>\$135,040</u>	<u>\$166,203</u>
<u>9</u>	<u>\$116,342</u>	<u>\$151,244</u>	<u>\$186,147</u>

Note: Arrived at by adding 2.5% to the July 1, 2024, schedule.

#### Effective July 1, 2026

<u>Level</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
<u>1</u>	<u>\$48,163</u>	<u>\$62,612</u>	<u>\$77,061</u>

<u>2</u>	\$53,943	\$70,126	\$86,309
<u>3</u>	\$60,416	\$78,541	\$96,666
<u>4</u>	\$67,666	\$87,966	\$108,265
<u>5</u>	\$75,786	\$98,522	\$121,257
<u>6</u>	\$84,880	\$110,344	\$135,808
<u>7</u>	\$95,066	\$123,585	\$152,105
<u>8</u>	\$106,474	\$138,416	\$170,358
<u>9</u>	\$119,250	\$155,025	\$190,801

Note: Arrived at by adding 2.5% to the July 1, 2025, schedule.

**Effective July 1, 2027**

<u>Level</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
<u>1</u>	\$49,367	\$64,178	\$78,988
<u>2</u>	\$55,291	\$71,879	\$88,466
<u>3</u>	\$61,926	\$80,504	\$99,082
<u>4</u>	\$69,358	\$90,165	\$110,972
<u>5</u>	\$77,680	\$100,985	\$124,289
<u>6</u>	\$87,002	\$113,103	\$139,203
<u>7</u>	\$97,442	\$126,675	\$155,908
<u>8</u>	\$109,135	\$141,876	\$174,617
<u>9</u>	\$122,232	\$158,901	\$195,571

Note: Arrived at by adding 2.5% to the July 1, 2026, schedule.

**Effective July 1, 2021**

<b>LEVEL</b>	<b>MINIMUM</b>	<b>MIDPOINT</b>	<b>MAXIMUM</b>
1	\$42,569	\$55,340	\$68,111
2	\$47,678	\$61,981	\$76,284
3	\$53,399	\$69,419	\$85,438
4	\$59,807	\$77,749	\$95,691
5	\$66,984	\$87,079	\$107,174
6	\$75,022	\$97,528	\$120,035
7	\$84,024	\$109,231	\$134,439
8	\$94,107	\$122,339	\$150,571
9	\$105,400	\$137,020	\$168,640

NOTE: Arrived at by adding 2.5% to the July 3, 2020 schedule.

**Effective July 1, 2022**

<b>LEVEL</b>	<b>MINIMUM</b>	<b>MIDPOINT</b>	<b>MAXIMUM</b>
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1	\$43,634	\$56,724	\$69,814
2	\$48,870	\$63,530	\$78,191
3	\$54,734	\$71,154	\$87,574
4	\$61,302	\$79,693	\$98,083
5	\$68,658	\$89,256	\$109,853
6	\$76,897	\$99,966	\$123,035
7	\$86,125	\$111,962	\$137,800
8	\$96,460	\$125,398	\$154,336
9	\$108,035	\$140,445	\$172,856

*NOTE: Arrived at by adding 2.5% to the July 1, 2021 schedule.*

**Effective July 1, 2023**

<b>LEVEL</b>	<b>MINIMUM</b>	<b>MIDPOINT</b>	<b>MAXIMUM</b>
1	\$44,724	\$58,142	\$71,559
2	\$50,091	\$65,119	\$80,146
3	\$56,102	\$72,933	\$89,764
4	\$62,834	\$81,685	\$100,535
5	\$70,375	\$91,487	\$112,599
6	\$78,820	\$102,465	\$126,111
7	\$88,278	\$114,761	\$141,245
8	\$98,871	\$128,533	\$158,194
9	\$110,736	\$143,957	\$177,177

*NOTE: Arrived at by adding 2.5% to the July 1, 2022 schedule.*

**32.4 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.

**32.5 Prorating of Salary and Benefits for ~~Nine and Ten Month~~Nine- and Ten-Month Employees**

- a. All ~~9-or 10-month~~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, ~~2021–2026~~, the amount available per contract year for professional development and training shall be ~~\$400~~450,000. Funds remaining in the professional development pool at the end of each contract year will be rolled over to the next contract year. There shall be no rollover at the end of the contract period.

~~1.~~ Ten (10) 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.

1.

2. 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~~ Issues 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.

~~b. Either party may request a review of the guidelines at any time, but not more than once in any fiscal year. The parties will meet collaboratively to consider revisions, and any agreed changes will take effect at the start of the next fiscal year unless otherwise mutually agreed. The first review shall begin in July 2026.~~

Effective July 1, ~~2021~~ 2026, and in each subsequent year of the agreement, \$~~25~~ 50,000 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, 2021, 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 or f 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 (6) 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 five (5) workdays of the ~~request,~~ 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.

34.4

*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~~tuition-based classes. For classes paid for on a credit fee basis, space availability shall be determined on the second day of classes. ~~Intercession~~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. UCPEA employees shall be reimbursed the Recreation Center Fee. The portion of the Transit Fee associated with the U-Pass CT program will be waived for UCPEA employees. There shall be no waiver of the General University Fee or any other fees except as noted above.

**35.2 Dependent Children**

In addition to the waiver of tuition permitted under C.G.S. Chapter-185b , Section-10a-105 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.~~—Dependent child means the employee's biological child; the employee's stepchild, who is the biological or adopted child of the employee's spouse; or the employee's legally adopted child.

In the event there is a temporary discontinuation of the waiver, which is later resolved, the University shall reimburse any tuition paid by the family member or paid by the employee on the family member's behalf retroactive to when the waiver should have been initiated or remained active.

In the event of a bargaining unit member's death, while their dependent child is enrolled, the waiver shall continue through completion of the undergraduate degree and in no case more than a total of five (5) academic years.

In the event of a bargaining unit member's medical separation, while their dependent child is enrolled, the waiver shall continue through the end of the semester.

In the event the bargaining unit member is separated from employment with the University, for any other reason, the waiver shall be prorated as of the date of separation unless the University determines special circumstances warrant otherwise.

*Article 36.*

**CHILD CARE**

36.1 ~~Effective July 1, 2021, and each subsequent year of the agreement, \$100,000~~ The following amounts shall be available ~~annually each year~~ for partial reimbursement to employees for childcare expenses at licensed ~~child care~~childcare facilities.

a. July 1, 2025: \$100,000

b. July 1, 2026: \$175,000

c. July 1, 2027: \$225,000

~~36.1~~d. July 1, 2028: \$250,000

**36.2** Reimbursement shall be made in accordance with procedures, ~~polices~~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~~President, or their designees.

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

37.2

*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.

**38.5** The living spaces for all employees required to live on campus as a condition of their employment shall, at a minimum, comply with all applicable state and local housing laws and regulations. The University will ensure the space is ready for occupancy at move-in and will direct any subsequently reported concerns to the appropriate personnel for timely response.

*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~~one hundred (100) days per

contract year to individuals elected or appointed to serve as Union representatives, including those elected or appointed to serve on the UCPEA Executive Board. Unused days shall not accrue from one year of the contract to the next.

- a. The Union shall provide the Chief Human Resources Officer, ~~the Executive Director of Employee Labor~~ Relations, and Payroll with the names of the individuals so elected or appointed.
- b. Release time shall be utilized in a manner that is least disruptive to the individual's professional responsibilities and University operations.
- c. Individuals shall submit a request for the use of union release time through the University's designated system (e.g., SharePoint) 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. ~~The University reserves the right to require employees to record union release time on their timesheets.~~

#### **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 for~~ training sessions during which all Union Representatives will be permitted to attend without the use of specific days enumerated in Section 40.1. In the first fiscal year following legislative approval of a successor bargaining agreement, the University shall allow for up to two (2) days. The UCPEA may schedule half-day sessions, or a combination of full-day and half-day sessions, not to exceed the limit per fiscal year. Such day(s) of training will be scheduled not later than 30 days in advance, and the UCPEA shall notify ~~the L~~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 Chief Human Resources Officer and ~~the Executive Director~~

of Employee Labor Relations a written list of all officers and area representatives, and any changes thereto.

#### **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 Union may request from the Administration an electronic copy of the agenda and minutes of all open meetings of the Board of Trustees, if Trustees if they are otherwise unavailable online.
- c. 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**

Unless there is a statutory or technical limitation, the UCPEA shall be given access to UCPEA membership data through an electronic bi-weekly payroll report. In the case of a technical limitation, the University shall inform the Union that the normal biweekly report is unavailable and the parties will mutually agree on a solution.

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.

#### **42.2**

- a. The University shall deduct UCPEA dues bi-weekly from the gross paycheck of each person who authorizes membership deduction.
- b. The UCPEA shall provide the University a digital list of dues deduction changes, including any new dues deduction authorizations or revocations on a biweekly basis. The University shall implement all dues deduction changes as soon as possible but no later than 30 days after notification from the UCPEA.
- 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 fund-raising drives sponsored by the University of Connecticut Foundation.
- d. 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 University shall provide the UCPEA a time, no less than one hour, to present at New Employee Orientation. If the University needs to change the time or location of the UCPEA's presentation, it shall provide the UCPEA with as much notice as practicable.

42.4 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.

42.5 No payroll deduction of dues 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.

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

42.7 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.

43.2

*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 in positions~~ funded by grants ~~and~~ contracts, and other non-recurring sources, including, but not limited to, restricted state appropriations and gifts.

~~b.a.~~ ~~Employees who are hired to cover positions undergoing job searches.~~

~~e.b.~~ Employees hired to cover for a temporary leave of absence.

~~d.~~—Employees hired for clearly defined and ~~time limited~~ 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.~~

When an employee is hired into an end-date position, human resources will send written notification to the UCPEA identifying one of the circumstances above.

End-dated appointments not funded by a grant, ~~or~~ contract, or other non-recurring source shall be limited to a maximum of three (3) 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 three (3) years, ~~must have their re-appointment processed 3 months prior to the end of their 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 three (3) months' notice of non-renewal, in addition to the annual appointment letter. Individuals with five (5) annual appointments shall be eligible for multiple-year/multiple-year appointments.~~

In the event that non-renewal is necessary for a portion of the employees hired into end-date appointments in a school, division, department, subdivision of a department, program, grant, or contract, seniority shall be the primary determining criterion for selecting which employees shall receive notice of non-renewal. Exceptions may be made to seniority based upon the skills, experience, and merit of the employees in relation to the needs of the University, including maintenance of the purpose of the funding grant or contract.

For the purposes of this article, seniority shall be calculated as years of services based on University employment, with part-time employees receiving a prorated share of seniority.

All end-date employees who have been on end-date appointment for a period of more than four (4) years and are non-renewed shall be offered employment in ~~the a position that is the~~ same or a similar to the eliminated position in the same job path, if the employee meets the minimum qualifications of the job specification, if such a position becomes available during the eighteen (18) 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~~ vacancies and shall be granted an interview for all posted positions for which they meet the minimum qualifications, apply, and notify Human Resources of their application, within eighteen (18) months of the date of notice of nonrenewal. 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.

44.3 End-date employees hired between January 1 and April 30 shall not receive an annual evaluation in May of the initial year of hire.

44.2 ~~—~~ The employee shall normally sign the evaluation within seven (7) calendar days from

receipt for the sole purpose of indicating that they have read it. Failure to sign may be considered cause for disciplinary action.

#### 44.4

*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 their official duties ~~may~~shall 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 (3) 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 not more than 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 five (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 (if applicable) 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~~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~~President, or designee. It will provide the essential terms and conditions of the reduced appointment including salary, anticipated hours and/or days or work, and an irrevocable retirement date.

### *Article 48.*

#### **ZIPPER CLAUSE**

**48.1** 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 49.*

**DURATION**

**49.1**— This agreement shall be in full force and effect from July 1, ~~2021-2025~~ through June 30, ~~2025~~2029.

## MEMORANDA OF AGREEMENT

All prior memoranda of agreement not incorporated into this agreement are null and void.

### **Memorandum of Agreement #1 Merit Pool**

The parties agree that money withheld as the result of unsatisfactory performance shall be added to the merit pool.

### **Memorandum of Agreement #2 Weekend and Evening Hours for the Library**

To meet the requirements and responsibilities of their work, many staff in the Research and Information Services Department of the University Library, who are regularly assigned to work on evening and weekends, find it impossible to take compensatory time and repeatedly work extraordinary hours during the fall and spring semesters.

In order to respond to this, UCPEA and the University agree that permanent RISD staff, who meet the above criteria, shall be eligible to accrue up to 4 days compensatory time each year. Use of such compensatory time shall be arranged as a mutually agreeable time, when service demands are slower, within two years of the staff member having worked the extraordinary hours.

### ~~Memorandum of Agreement #3 Demotion~~

~~Demotions, under Article 22, shall be without loss in pay, unless otherwise agreed to by UCPEA and the University.~~

### **Memorandum of Agreement #4 3 Big Brothers/Big Sisters**

The State of Connecticut (hereinafter referred to as the “State”) and the University of Connecticut Professional Employees Association (hereinafter referred to as “UCPEA”) have herein agreed that UCPEA members employed by the University of Connecticut may participate in Big Brothers or Big Sisters programs as provided by P.A. Nos. 99-1 and 00-112. There shall be no expansion of benefits for such participating employees beyond those specifically provided within the Act. The general guidelines applied for participatesparticipants shall be:

1. The participating employee must have a minimum of one year of state service.

2. The employee must be a ~~full-time~~full-time employee with permanent status.
3. Following each year of active participation in the Big Brother or Big Sister program the employee will be granted one week of additional annual vacation.
4. For purposes of the program the first annual period (year) for program participation runs from September 1, 1998. Effective January 1, 1999, the year period shall be measured annually from the first full month of participation by the employee in the program. In no event shall an individual receive more than one week of vacation for any full year of participation in the program.
5. Failure to complete a full year of program participation will constitute basis for denial of the grant of the additional vacation. Failure to satisfy expected time commitments associated with the program will also constitute denial of the grant of the additional vacation.
6. Big Brothers or Big Sisters will be totally responsible for the program and shall provide the State employer with certification of participants.
7. The grant of the additional vacation will be by OPM and shall not be subject to any appeal. The regulations regarding the utilization of vacation shall govern the utilization of the additional time earned under this program.
8. No activities performed by state employees with Big Brothers or Big Sisters shall be on state time and such activities shall be outside the scope of their employment.