



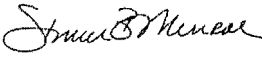
University of Connecticut
*Office of the Vice President for
Human Resources and Payroll*

 **COPY**

Donna B. Munroe
Vice President

June 13, 2011

TO: Members of the Board of Trustees

FROM: Donna B. Munroe 
Vice President for Human Resources and Payroll

SUBJECT: Concession Agreement between the University of Connecticut and the University of Connecticut Chapter of the American Association of University Professors (AAUP-Storrs)

RECOMMENDATION

That the Board of Trustees approve the concession agreement between the University of Connecticut and the University of Connecticut Chapter of the American Association of University Professors (AAUP-Storrs) subject to ratification by the membership of the AAUP-Storrs and the State Employees Bargaining Agent Coalition (SEBAC) and approval by the General Assembly.

BACKGROUND

In concert with statewide efforts to address projected budget shortfalls in the State of Connecticut and the University, the University and the AAUP-Storrs negotiated wage concessions for fiscal years 12 and 13 in exchange for certain job security protections and a contract extension through and including June 30, 2016. Minor changes to contract language with no cost impact were also negotiated. The agreement follows a framework established for all state employees through negotiations between the Governor's office and the State Employees Bargaining Agent Coalition. The full text of the agreement is attached along with a summary of key provisions.

Attachments

An Equal Opportunity Employer

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**Summary of the Proposed
Agreement between the University of Connecticut and the University of Connecticut
Chapter of the American Association of University Professors**

The Memorandum of Agreement between the University of Connecticut and the University of Connecticut Chapter of the American Association of University Professors (AAUP-Storrs) arises out of negotiations with bargaining units statewide (the SEBAC coalition) to address significant state budget shortfalls projected for FY 2012 and FY 2013. AAUP, pending membership ratification, approval by the University's Board of Trustees and approval by the Connecticut General Assembly, has agreed to wage concessions in exchange for certain job security protections. Language changes to the collective bargaining agreement with no cost impact were also negotiated. This agreement was negotiated in accordance with a statewide framework negotiated by the Governor's office and SEBAC that provides for further concessions in the areas of pensions, health insurance and retiree health insurance.

UCONN AAUP

Salaries

1. Wage freeze in FY12 and FY13
2. In each of the FY 14, 15 and 16: 2.75% general wage increase for satisfactory service and 2.06% for a merit pool; .19% of the 5% wage pool is allocated to the Provost fund for retention and equity.
3. Longevity pay is eliminated for new hires. No longevity payments for any AAUP members in October 2011. Longevity pay is frozen at current levels for two years through June 30, 2013.

Job security through June 30, 2015 (Four Years):

Protection from loss of employment is for the following members of the bargaining unit:

1. tenured and tenure track faculty;
2. faculty with "in-residence" titles that have been employed for at least six consecutive academic years as of July 1, 2011;
3. long-term adjunct faculty (those with ten or more consecutive semesters of service) as of July 1, 2011 subject to adequate enrollment, satisfactory teaching evaluations and the continuation of course offerings.

Protection from loss of employment does not apply to:

1. Employees hired on or after July 1, 2011
2. Termination of grant or other outside funding specified for a particular position except when the employee is a permanent employee
3. Part-time employees who are not eligible for University supplied health insurance benefits (except for long-term adjunct faculty)

4. Probationary employees
5. Non-renewal of tenure track faculty pursuant to PTR procedures
6. Temporary or end-dated employees upon expiration of appointment except as noted above.

For the duration of the job security protections, in-residence faculty will receive notice of non-renewal as follows: 3 months during the first year and 6 months thereafter.

Language changes include:

1. Clarifications to department head selection process and union release time for AAUP officers.
2. Article 13 is revised to include in-residence faculty in the School of Business with six or more years of continuous service providing for a higher level of job security and a process for review of non-renewal.
3. Reopen Article 13 to consider including other faculty titles and to improve and clarify the language (particularly the procedures for addressing conduct and performance issues.)
4. ~~Upon renewal, in-residence faculty will be offered a multi-year appointment if they previously had one;~~
5. New MOA #9 on miscellaneous issues including consulting approval procedures, state holidays for certain 11-month non-faculty employees in AAUP, time to consider reappointment offers, notice to AAUP of mid-year salary changes and clarification of summer responsibilities for 9-month faculty.

MEMORANDUM OF AGREEMENT

Between the

UNIVERSITY OF CONNECTICUT

And

THE UNIVERSITY OF CONNECTICUT CHAPTER
AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

Except as expressly modified herein, the collective bargaining agreement between the University of Connecticut and the University of Connecticut Chapter of the American Association of University Professors (AAUP) effective July 1, 2007 through June 30, 2012 will continue in full force and effect until June 30, 2016.

In order to help address an unprecedented and critical fiscal crisis within the State of Connecticut and to provide stability and continuity within the University's current faculty workforce, the AAUP and the University of Connecticut have reached an agreement to amend and extend the existing collective bargaining agreement in accordance with the SEBAC 2011 Agreement as described below. The primary purpose of this Agreement is to achieve significant salary cost savings during the next two fiscal years and stabilize the existing faculty through certain job security protections, while retaining flexibility to accommodate the possibility of programmatic, curricular and other changes by the University. The Agreement is subject to ratification by the AAUP bargaining unit membership, the University Board of Trustees, and the Connecticut General Assembly.

A. Salary

Article 19, § I C shall be amended as follows:

1. There shall be no salary, flat dollar or merit increases in the fiscal year ending June 30, 2012 or the fiscal year ending June 30, 2013. Compensation will be frozen at FY 2011 levels.
2. Effective August 9, 2013 for those members of the bargaining unit whose performance is satisfactory, a flat dollar amount and percentage increase which together equal 2.75% of the combined salaries of the bargaining unit as of December 31, 2012, will be implemented. 2.0% of the increase will be allocated to the percentage increase and .75% will be allocated to the flat rate increase. This shall be increased between 2.75% and 3.0% to equal the CPI (as defined in Article 19, I, D of the collective bargaining agreement), should that exceed 2.75%. In no case will the adjustment be less than 2.75% nor more than 3.0%.
3. Effective August 9, 2013, a merit pool shall be established comprised of 2.06% of the combined salaries of the bargaining unit as of December 31, 2012, and will be distributed

in accordance with the procedures outlined in Article 25. Consistent with the adjustment according to the CPI noted above, the merit pool shall be adjusted so that the total of the economic package shall not exceed 4.81% in the aggregate, nor shall the merit pool be less than 1.81%. An additional .19% shall be distributed through the Provost's Fund pursuant to Memorandum of Agreement No. 2 appended to the existing collective bargaining agreement.

4. Effective August 8, 2014 for those members of the bargaining unit whose performance is satisfactory, a flat dollar amount and percentage increase which together equal 2.75% of the combined salaries of the bargaining unit as of December 31, 2013, will be implemented. 2.0% of the increase will be allocated to the percentage increase and .75% will be allocated to the flat rate increase. This shall be increased between 2.75% and 3.0% to equal the CPI, should that exceed 2.75%. In no case will the adjustment be less than 2.75% nor more than 3.0%.

Effective August 8, 2014, a merit pool shall be established comprised of 2.06% of the combined salaries of the bargaining unit as of December 31, 2013, and will be distributed in accordance with the procedures outlined in Article 25. Consistent with the adjustment according to the CPI noted above, the merit pool shall be adjusted so that the total of the economic package shall not exceed 4.81% in the aggregate, nor shall the merit pool be less than 1.81%. An additional .19% shall be distributed through the Provost's Fund pursuant to Memorandum of Agreement No. 2 appended to the existing collective bargaining agreement.

5. Effective August 7, 2015 for those members of the bargaining unit whose performance is satisfactory, a flat dollar amount and percentage increase which together equal 2.75% of the combined salaries of the bargaining unit as of December 31, 2014, will be implemented. 2.0% of the increase will be allocated to the percentage increase and .75% will be allocated to the flat rate increase. This shall be increased between 2.75% and 3.0% to equal the CPI, should that exceed 2.75%. In no case will the adjustment be less than 2.75% nor more than 3.0%.

Effective August 7, 2015, a merit pool shall be established comprised of 2.06% of the combined salaries of the bargaining unit as of December 31, 2014, and will be distributed in accordance with the procedures outlined in Article 25. Consistent with the adjustment according to the CPI noted above, the merit pool shall be adjusted so that the total of the economic package shall not exceed 4.81% in the aggregate, nor shall the merit pool be less than 1.81%. An additional .19% shall be distributed through the Provost's Fund pursuant to Memorandum of Agreement No. 2 appended to the existing collective bargaining agreement.

6. 19.V All adjunct faculty will have salaries increased by the same general wage increase (exclusive of merit) in FY 14, FY 15, and FY 16 as the full time faculty. This is understood to be 3% in accordance with the 2011 SEBAC framework. There will be no increases for adjunct faculty in FY 12 and FY 13.

C. Longevity

1. **New Employees** – 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 which would count toward longevity under current rules shall be entitled to longevity if that individual obtains the requisite service in the future.
2. **Current Employees** – 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.
3. **October, 2011 Payment** – No employee shall receive a longevity payment in October, 2011.

D. Job Security

The parties agree that during the term of this Agreement there shall be no loss of employment, including loss of employment due to programmatic changes, subject to the following conditions:

1. Applicable only to those hired prior to July 1, 2011.
2. Applicable only through June 30, 2015.
3. Protection from loss of employment is for permanent employees and does not apply to:
 - a. Employees in the initial working test period
 - b. Those who leave at the natural expiration at a fixed appointment term, including expiration of any employee with an end-date except for faculty with “in-residence” titles that have been employed for at least six consecutive academic years as of July 1, 2011;
 - c. Expiration of a temporary, durational or special appointment except for faculty with “in-residence” titles that have been employed for at least six consecutive academic years as of July 1, 2011;
 - d. Non-renewal of a non-tenured employee provided that the normal PTR procedures are followed according to the By Laws
 - e. Termination of grant or other outside funding specified for a particular position except when the employee is a permanent employee
 - f. Part-time employees who are not eligible for University supplied health insurance benefits except for adjunct faculty who are on or eligible for a multi-year appointment as of July 1, 2011 subject to adequate enrollment, satisfactory teaching evaluations and the continuation of course offerings.

4. Faculty with in-residence titles shall be offered a multi-year appointment upon renewal if they have previously held a multi-year appointment.
5. For the duration of the job security provision of this agreement only (7/1/11 to 6/30/15), faculty with in-residence titles will be given written notice of non-renewal prior to the expiration of their appointment as follows: three (3) months of notice in the first year and six (6) months of notice thereafter. These notice provisions do not apply to dismissal for cause or non-renewal due to the termination of a grant or contract.
6. This Agreement does not prevent the University from restructuring and eliminating positions provided those affected employees are offered employment in a comparable job. An employee who is laid off under the rules of the Collective Bargaining Agreement ("CBA") because of the refusal of an offered position will not be considered a layoff for the purposes of this agreement, but shall be entitled to all rights under the CBA.
7. The University is not precluded from noticing layoff in order to accomplish any of the above, or for layoffs that will take effect on or after July 1, 2015.

E. Revisions and Additions to Collective Bargaining Agreement

1. Article 5.1 (new: addition) Membership on the search committee for a new department head is ordinarily limited to bargaining unit members. Committee members that are external to the bargaining unit may be added by mutual consent between a majority of the bargaining unit members of the department and the Dean. The chair will be elected by a vote of all officially elected and appointed committee members
2. Article 16.7 The AAUP officers will have one course release per semester if requested for AAUP responsibilities. (Clarification of existing practice)
3. Article 13 (new: addition) In-Residence faculty in the School of Business with six or more continuous years of service will be covered by Article 13. The parties agree to renegotiate Article 13 to consider including other faculty titles (unless funded by grants or contracts) provided the dismissal for cause and other language in Article 13 can be simplified and streamlined. If agreement is not reached on or before December 31, 2011 either party can submit the matter to binding interest arbitration. The parties agree that no other articles of the collective bargaining agreement are subject to reopen until the expiration of the collective bargaining agreement on June 30, 2016.

(New) Memorandum of Agreement #9

9.1 Consulting: The parties agree to continue to monitor issues with regard to consulting and will seek to minimize complications without diminishing accountability for ethical responsibilities.

9.2 Reappointment: Full time members will be given at least two weeks to consider any renewal contract offer. This may be waived with consent of the member and the AAUP.

9.3 State Holidays: Research Assistants/Associates and Academic Assistants on 11-month appointments will have the state holiday schedule.

9.4 Notice of Salary Changes: The University will notify the AAUP of salary changes for members that occur outside of the normal cycle.

9.5 Faculty Responsibilities Outside The Appointment Term: The AAUP and the University agree that faculty with academic year appointments will not be adversely affected in merit considerations for being unable to engage in academic year responsibilities outside of the appointment year. This is not intended to diminish or discourage professional responsibilities to a department, college, or the university.

E. Contract Extension

The collective bargaining agreement now in effect is extended with the above-noted revisions until June 30, 2016.

F. Meet and Discuss

If the University's State funding is reduced below the Governor's recommended levels for FY 12 or if the Governor exercises his statutory right to rescission at any time during this agreement, or if the University's overall funding falls below current levels, the parties agree that they will meet for the purpose of discussing options to address the budget deficit and to discuss whether the parties agree to reopen the contract

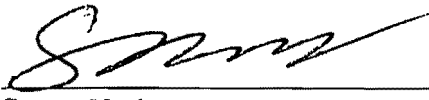
This Agreement is subject to approval by the University of Connecticut Board of Trustees.

This Agreement is subject to ratification by the University of Connecticut Chapter of the American Association of University Professors.

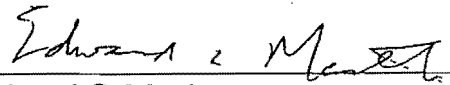
This Agreement is subject to approval by the Connecticut General Assembly pursuant to Connecticut General States § 5-278.

Signed this ___ day of _____ 2011

University of Connecticut

By: 
Susan Herbst
President
University of Connecticut

UCONN Chapter of the AAUP

By: 
Edward C. Marth
Executive Director
University of Connecticut AAUP