**ARTICLE 19**

**SALARY AND BENEFITS**

* 1. Permanent ~~employees~~ members of the bargaining unit who are half time or more, but not full time, shall receive a prorated share of all salary and fringe benefits.

The following increases shall be added to the base salary of each member of the bargaining unit who is employed on April 1 of that calendar year and still employed on the effective date of the increase in August of each year.

* + 1. Salary
1. There shall be no percentage, flat dollar or merit increases to base salary for the fiscal year ending June 30, 2022.
2. Effective August 23, 2022, those members of the bargaining unit whose performance is satisfactory, shall receive a 0.75% general wage increase (GWI).

Effective August 23, 2022, a merit pool shall be established comprised of 0.75% of the combined salaries of members of the unit as of December 31, 2021, and will be distributed in accordance with the procedures outlined in Article 25.

1. Effective August 23, 2023, those members of the bargaining unit whose performance is satisfactory, shall receive a 1.00% general wage increase (GWI).

Effective August 23, 2023, a merit pool shall be established comprised of 1.0% of the combined salaries of members of the unit as of December 31, 2022, and will be distributed in accordance with the procedures outlined in Article 25.

* + 1. One-Time Payment

1. ~~On the first regular work day following July 1, 2018~~In the last pay period in Fiscal Year 2022, all full-time bargaining unit members shall receive a $2,000 one-time pensionable payment, not added to base salary. All part-time bargaining unit members, excluding adjuncts, shall receive a pro-rata amount of the $2,000 one-time pensionable payment, not added to base salary.

2. For adjuncts employed during the AY ~~2017-2018~~2021-2022, the following pensionable one-time payments not added to base salary will apply:

Multi-year appointments - $1,000

At least 6 credits - $500

Between 1 and 6 credits - $250

3. The total one-time payment received by a bargaining unit member from all University and/or State of Connecticut employment may not exceed $2000.

* 1. Research Assistants and Research Associates

Research Assistants and Research Associates shall receive the following increment increase in lieu of a merit award provided under this Agreement. The amount shall be added to the base salary of each ~~individual~~ bargaining unit member with this title who qualifies and who has been employed as of April 1 of that calendar year and is still employed on the effective date of the increase:

Effective August 23, ~~2019~~ 2022 the merit increment of each Research Assistant and Research Associate in the bargaining unit shall be calculated as the percentage increase accorded to merit in Article 19.1.A.ii, less any portion of the merit pool reserved for the Provost and Deans, as per Article 25.

Effective August 23, ~~2019~~ 2023 the merit increment of each Research Assistant and Research Associate in the bargaining unit shall be calculated as the percentage increase accorded to merit in Article 19.1.A.iii, less any portion of the merit pool reserved for the Provost and Deans, as per Article 25.

19.3 Promotions in Rank

* + 1. The University shall allocate $~~50,000~~ ~~$65,000~~ $75,000 annually for promotional increases; the balance of promotional increases shall be funded from the merit pool. In years where there is no merit pool, promotional increases shall nevertheless be paid.
		2. The amounts for promotions in rank for the ~~2017-2021~~ 2021-2024 contract shall be as follows:

|  |  |  |
| --- | --- | --- |
| Instructor | $900 |  |
| Assistant Professor | $1,500 |  |
| Associate Professor | $3,000 |  |
| Professor | $4,500 |  |

For promotions effective ~~August 23, 2019 and August 23, 2020~~ August 23, 2021:

For promotions effective August 23, 2022:

|  |  |
| --- | --- |
| Instructor | $1,000 |
| Assistant Professor | $1,800 |
| Associate Professor | $3,300 |
| Professor | $4,800 |
|  |  |

For promotions effective August 23, 2023:

|  |  |
| --- | --- |
| Instructor | $1,200 |
| Assistant Professor | $2,400 |
| Associate Professor | $3,900 |
| Professor | $5,400 |

* + 1. Promotion increases shall be applied after all other increases are awarded.

~~19.4 Satisfactory Evaluation~~

~~In departmentalized schools, Department Heads shall give faculty members at least four months' warning before issuing an unsatisfactory performance rating for the purpose of annual salary increases. At the request of the member, the warning shall trigger a meeting among the member, department head and appropriate representative of the UConn-AAUP, if requested, to develop a plan to achieve a satisfactory rating. Failure to meet the standards enunciated shall be considered just cause for an unsatisfactory evaluation. The member shall have the right to appeal any unsatisfactory annual evaluation through the grievance procedure. In nondepartmentalized schools, equivalent arrangements shall be established by Deans and faculty members. Discipline for just cause under Articles 13 or 27 shall not be subject to this requirement.~~

19.5 Salary Minima

A. ~~Effective July 1, 2017,~~ The salary minima for ~~each professorial~~ associate professor and professor ranks shall be no less than the lowest salary in each rank in the previous academic year. Any proposed exceptions shall be discussed with UConn-AAUP as is current practice.

B. The determination of whether a bargaining unit member’s salary must be adjusted to meet the salary minima for their rank shall be made after all salary increases are applied.

19.6 Benefits

A. Tuition Waiver

i. In addition to the waiver of tuition permitted under Chapter 185.b, Sections 10 a-105 (e, f, and g) of the 1983 revised Connecticut General Statutes, the Board of Trustees shall have full authority to waive tuition for dependent children of members of the bargaining unit matriculating in an undergraduate degree program at the University of Connecticut or its regional campuses. In the event of a ~~faculty~~ bargaining unit member's death while ~~his/her~~ their 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 the ~~faculty~~ bargaining unit member is separated from employment with the University for any other reason, the waiver shall cease upon the completion of the current semester, unless the University determines special circumstances warrant otherwise, after discussion with UConn-AAUP. Dependent child means the ~~employee’s~~ bargaining unit member’s biological child; the ~~employee’s~~ member’s stepchild, who is the biological or adopted child of the ~~employee’s~~ member’s spouse; or the ~~employee’s~~ member’s legally adopted child.

ii. Each semester spouses of bargaining unit members who have been accepted into an undergraduate degree program at the University of Connecticut or one of its regional campuses may take nonlaboratory courses--on a space available basis--with the consent of the instructor. Spouses taking courses under this option must sign up for the course no earlier than the first day of classes and are not permitted to pre-register.

B. Tuition Reimbursement

i. A sum of $~~20,000~~ ~~$25,000~~ $30,000 shall be allocated each year of the agreement for tuition reimbursement, which shall be distributed according to existing guidelines, except as follows:

a. Only members of the bargaining unit who have not obtained the terminal degree in their field may receive tuition reimbursement from this fund.

b. Applications for tuition reimbursement may not be made more than sixty (60) days prior to the start of the class for which reimbursement is requested.

C. Health Insurance Programs

For the duration of this agreement, the health insurance programs established under the current SEBAC agreement will be available to bargaining unit members as specified both by the SEBAC agreement itself and as expressed in this collective bargaining agreement.

D. Group Life Insurance

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 under Sec. 5-257 of the Connecticut General Statutes.

E. Travel

i. Within the funds appropriated, 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 President or ~~his/her~~ their designee.

ii. The mileage reimbursement rate shall be adjusted annually in accordance with federal guidelines.

F. Professional Development Fund

* + - 1. A fund is established for professional development each year of the contract. The individual benefit focus of the Professional Development Fund shall not be altered; however, the parties recognize that up to 5% of the fund is intended to complement University sponsored professional development programs for department heads. The UConn- AAUP will be notified of professional development program expenditures for department heads.
			2. The fund shall be as follows:

|  |  |
| --- | --- |
| ~~FY 2018~~ | ~~$760,000~~ |
| ~~FY 2019~~ | ~~$810,000~~ |
| ~~FY 2020~~ | ~~$860,000~~ |
| ~~FY 2021~~ | ~~$910,000~~ |
| FY 2022 | ~~$450,000~~$910,000 |
| FY 2023FY 2024 | $910,000$950,000  |

During the term of this Agreement, unused ~~Unused~~ funds at the end of a fiscal year will be rolled into the next fiscal year.

* + - 1. Annually, each eligible full-time faculty member shall, upon request, receive up to $2,000 from the Professional Development Fund for any academic-related travel expenses (airfare, lodging, conference registration fees, per diem, etc.), in accordance with the following: 1) the faculty member has available funding in individual accounts which may be spent on professional development or grant funds available to such faculty member and 2) so long as such funds are available. Such travel expenses shall require prior approval of the faculty member’s department or unit head.
			2. The parties acknowledge that the Professional Development Fund is especially beneficial to junior bargaining unit members. Consequently, the parties agree that each year, ~~30~~ 50% of the fund shall be available only to members of the bargaining unit whose terminal degrees have been earned within the past seven (7) years. In the event that the full amount of this ~~30~~ 50% has not been requested by the junior bargaining unit members by February 1 of the relevant fiscal year, the unrequested balance shall revert to the general Professional Development Fund for that fiscal year.

G. Disability Pay

In that all Alternate Retirement Plan participants receive disability coverage, all approved medical leaves of absence of bargaining unit members so insured should be referred for coverage when the medical leave exceeds the deductible period. To the extent a bargaining unit member is eligible under the Faculty Medical Leave Guidelines (Appendix B) to receive a disability insurance supplement, the University shall supplement the disability insurance such that the ~~faculty~~ bargaining unit member’s bi-weekly gross pay (pay plus disability benefit and supplement) while receiving the supplement equals the bi-weekly gross pay the ~~faculty~~ bargaining unit member would have received if ~~he or she was~~ they were fully employed less the ARP contribution being paid by the disability carrier on behalf of the ~~faculty~~ bargaining unit member.

1. Child Care

A pool of ~~$160,000~~ $175,000 shall be established each year of this agreement to reimburse bargaining unit members for childcare expenses incurred in licensed day care facilities. Guidelines established by the parties shall control the reimbursement process.

I. Family/Medical Leave

a. Eligibility for family and/or medical leave and pay, if any, during a family and/or medical leave will be determined in accordance with federal and/or state medical leave laws, University By-Laws, and Appendix B of this contract, where applicable.

~~Following the birth or adoption of a child or other major life event (as defined below for qualified family leaves), a member of the bargaining unit may take an unpaid family leave of absence for up to six months.~~

b. During the period of an unpaid family and/or medical leave, the University will pay for the employer’s share of the bargaining unit member's individual health insurance benefits.

c. Tenure-track faculty members taking a qualified family and/or medical leave or who experience a qualifying major life event as defined in federal and/or state family and/or medical leave laws, prior to their mandatory tenure evaluation year, will receive an automatic one-year extension of the tenure clock.

~~Qualified family leaves include leaves for the following events: the faculty member’s serious illness or for the birth, adoption or serious illness of a child or serious illness of a spouse or parent. "Serious illness" means an illness, injury, impairment or physical or mental condition that involves (1) inpatient care in a hospital, hospice, or residential care facility or (2) continuing treatment or continuing supervision by a health care provider.~~

The tenure clock will be stopped no more than twice. Exceptions to this may be granted at the discretion of the Provost.

d. As per the SEBAC 2017 Agreement, members of the bargaining unit will be allowed to use sick leave time to pay for family FMLA, and be allowed more intermittent leave, provided that change is made so that additional unpaid leave is not tacked on the end of FMLA leave.

J. Voluntary Leave

The voluntary leave program as constituted between the parties in 1994 shall be extended for the life of this agreement.

19.7 Adjunct Faculty Compensation

 For Adjunct Faculty, theminimum remuneration shall be at the following rates:

~~Effective August 23, 2017 $1,556 per credit~~

~~Effective August 23, 2018 $1,556 per credit~~

~~Effective August 23, 2019 $1,700 per credit~~

~~Effective August 23, 2020 $1,732 per credit~~

Effective August 23, 2021 $1,732 per credit

Effective August 23, 2022 ~~$1,732~~ $1758 per credit

Effective August 23, 2023 $~~1,767~~ $1793 per credit

For adjuncts with more than two academic years (four (4) semesters) of continuous employment, the minimum remuneration shall exceed the amount above by the following percentage each year of the agreement: 2%.

~~19.8. Summer and Intersession~~

~~Summer and Intersession Compensation shall be governed by Article 38 of this Agreement.~~

19.9 Provost Fund

* + 1. Each year of the contract a General Fund pool shall be allocated to the Provost for making increases in base salary as ~~he/she~~ they see~~s~~ fit in order to retain faculty in the face of market competition, to address other salary disparities including but not limited to salary compression and inversion, to make equity adjustments, or recognize special achievement. Faculty may also apply for such increases on the basis of salary disparity, including equity, or recent promotions before commencement of this Agreement. Neither the allocation of the fund, the timing of the approval process, nor the individual awards made under it are grievable or arbitrable in any way. The pools for each year of this agreement shall be as follows:

|  |  |
| --- | --- |
| FY ~~2021~~ 2022 | $300,000 |
| FY 2023 | $350,000 |
| FY 2024 | $350,000 |
|  |  |

* + 1. Procedures
1. Immediately prior to the beginning of the academic year, the Provost shall publish standards and expectations for that portion which is to be directed toward special achievement at the next distribution.
	1. The Provost will solicit recommendations from the Deans for faculty members to receive awards from the Provost Fund for special achievement. The Deans’ recommendations are not binding upon the Provost and in no way limit the Provost’s discretion to allocate or award the Provost Fund.
2. Immediately prior to the beginning of the academic year, the Provost shall publish procedures for faculty to apply for increases to salary from the Provost Fund at the next distribution.
	1. These procedures will be posted on the Provost’s website.
	2. These procedures will include to whom a faculty member seeking an increase must make their request, the time period during which the request must be made, and the manner in which the request should be made (including required documentation, if any).
	3. These procedures will provide that each application will be reviewed at the level of at least the Dean or their designee.
3. A faculty member who has applied for an increase from the Provost Fund in accordance with the published procedures shall be notified of the outcome of their application no later than August 15th of the distribution year. For a faculty member receiving a salary increase supported in whole or in part by the Provost Fund, this requirement may be satisfied by a letter stating the faculty member’s new salary.
	* 1. The University will provide the UConn-AAUP with a list of employees who receive the increases from these sources along with the reasons in each instance.

~~19.10 Furlough Days~~

~~A. As per the SEBAC 2017 Agreement, bargaining unit members shall be required to take (3) unpaid furlough days between July 1, 2017 and June 30, 2018. The furlough days shall be administered as follows:~~

~~i. Deductions from pay will be spread out over as many pay periods as are available when the collective bargaining agreement is ratified.~~

~~ii. Bargaining unit members joining the University after July 1, 2017 and part-time employees will have their deductions prorated.~~

~~iii. Bargaining unit members who plan to leave the University may take furlough time prorated according to the amount of salary that will have been deducted as of the date of departure.~~

~~iv. Employees may schedule their furlough days as they choose, before June 30, 2018, balancing competing responsibilities of teaching, service, and research, subject to the approval of their supervisors in accordance with University business needs and staffing requirements.~~

~~B. Treatment of furlough days for pension purposes shall be in accordance with the Voluntary Schedule Reduction Program.~~

~~19.11 Job Security~~

~~As per the SEBAC 2017 Agreement, 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:~~

~~A. Applicable only to those hired prior to July 1, 2017.~~

~~B. Applicable only through June 30, 2021.~~

~~C. Protection from loss of employment is for permanent employees and does not apply to:~~

~~i. Employees in the initial working test period (probationary period);~~

~~ii. Those who leave at the natural expiration of a fixed appointment term, including expiration of any contract with an end-date except for bargaining unit members who have a multi-year appointment under Article 13;~~

~~iii. Expiration of a temporary, durational or special appointment except for bargaining unit members with multi-year appointments set forth in Paragraph 19.11.C.ii above;~~

~~iv. Non-reappointment of a non-tenured tenure track employee provided that the normal PTR procedures are followed according to the By-Laws;~~

~~v. Termination of grant or other outside funding specified for a particular position except when the employee is a permanent employee;~~

~~vi. Part-time employees who are not eligible for University supplied health insurance benefits except for adjunct faculty covered in 19.11.C.iii who are on a multi-year appointment as of July 1, 2017 subject to adequate enrollment, satisfactory teaching evaluations and the continuation of course offerings.~~

~~D. This Agreement does not prevent the University from restructuring and eliminating positions, provided those affected employees are offered and accept 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 purposes of this Agreement, but shall be entitled to all rights under the CBA.~~

~~E. The University is not precluded from noticing layoffs in order to accomplish any of the above, or for layoffs that will take effect on or after July 1, 2021.~~

19.12 Compensatory Time for Non-Exempt Employees:

Compensatory time for non-exempt employees shall be afforded in accordance with the Federal Fair Labor Standards Act (FLSA) as summarized in the following guidelines:

A. 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.

B. When an employee’s compensatory time earned reaches a total of 240 hours the employee shall be paid for additional compensatory hours earned.

C. Use of compensatory time must be requested in advance and taken at a time mutually agreeable to the supervisor and the employee, consistent with business needs.

***Numbering in this article will be corrected if paragraphs are added or deleted.***

Tentative Agreement

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UConn-AAUP Date

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University of Connecticut Date