MEMORANDUM OF AGREEMENT

Between the

UNIVERSITY OF CONNECTICUT

And

THE UNIVERSITY OF CONNECTICUT CHAPTER
AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

Except as 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, 2011 will continue in full force and effect.

In order to help address the State’s and the University’s critical fiscal difficulties, the University of Connecticut Chapter of the American Association of University Professors (AAUP) and the University of Connecticut have reached an agreement to amend the existing collective bargaining agreement, which is effective through June 30, 2011, as described below. The primary purpose of the Agreement is to mitigate the need for personnel reductions, while accommodating the ongoing programmatic changes at the University. The Agreement is subject to approval by 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 or flat dollar increases in August 2009. Compensation will be frozen at FY 2009 levels.

2. The University shall not distribute any merit in August 2009. The merit process will go forward to preserve a record. The FY 09 and FY 10 evaluative data will form the basis of the August 2010 merit distribution.

3. Salary, merit and flat dollar increases that were to go into effect in August, 2009, shall become effective in August 2010.

4. Salary, merit and flat dollar increases that were to go into effect in August, 2010, shall become effective in August 2011.

B. Furlough Days

There shall be a total of seven mandatory furlough days (or the monetary equivalent) for all members of the AAUP bargaining unit for the period May 22, 2009 through June 30, 2011. Furloughs are defined as scheduled days off from work without pay. The value of a furlough day shall be one-tenth of the biweekly pay for a bargaining unit member on a 26 pay period schedule.

The parties agree that the furlough days will be taken as follows:
1. FY 9 - The paycheck for the pay period beginning May 22, 2009 and ending June 4, 2009, shall be reduced by one-tenth to accommodate the value of one furlough day (daily rate of pay). It is understood and agreed that AAUP members will not take this furlough day during FY 09 and that it will be taken in FY 10 on a day that is mutually arranged with the employee’s department head and supervisor who will ensure that the absent employee’s responsibilities are adequately covered.

2. FY 10 - Furlough days shall be taken on November 27, 2009 and December 24, 2009. The third furlough day will be taken on a day that is mutually arranged with the employee’s department head or supervisor as provided above.

3. FY 11 - Furlough days shall be taken on November 26, 2010 and December 27, 2010. The third furlough day shall be taken on a day that is mutually arranged with the employee’s department head or supervisor as provided above.

4. For furlough days in FY10 and FY11, the paycheck for the first pay period beginning July 2009, September 2009, November 2009, July 2010, September 2010, and November 2010 shall each be reduced by one-tenth to accommodate the value of the above named furlough days (daily rates of pay). Faculty and other members of the bargaining unit will not be requested to perform work for the University on a furlough day; however, they are not precluded from doing so. All matters related to furlough days shall be prorated for permanent part-time employees. It is understood that due to the unique nature of certain departments, it may not be feasible for all AAUP members to take certain fixed dates as their furlough days and in those instances, the employee and their department head or supervisor will coordinate mutually acceptable alternate dates as furlough days.

5. The Parties acknowledge that the timing and mechanics of deducting the value of wages from employee’s paychecks is still being worked on and paragraph 4 of this section may change to reflect the final agreement.

C. 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, 2009 and to any tenure track faculty who have accepted an appointment prior July 1, 2009 to be effective for the 2009-2010 academic year.

2. Applicable only through the end of the biennium, (6/30/11).

3. Protection from loss of employment is for permanent employees; does not apply to:

   a. Employees in the initial working test period
   b. Those who leave at the natural expiration of a fixed appointment term, including expiration of any employee with an end-date;
   c. Expiration of a temporary, durational or special appointment
   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

4. 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.

5. The University is not precluded from noticing layoff in order to accomplish any of the above, or for layoffs outside the biennium.

D. **Contract Extension**

The collective bargaining agreement now in effect is extended until June 30, 2012.

E. **Meet and Discuss**

If the University’s State funding is reduced below the Governor’s recommended levels, and/or if the Governor exercises her statutory right to rescission during FY 2010 or FY 2011, 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 17th day of Apr, 2009.

Michael J. Hogan  
President  
University of Connecticut

Edward C. Marth  
Executive Director  
University of Connecticut AAUP