

**UNIVERSITY OF CONNECTICUT HEALTH CENTER
AND
UNIVERSITY HEALTH PROFESSIONALS
LOCAL #3837, AFT, AFT-CT, AFL-CIO**

**CONTRACT ADDENDUM
FOR
UNIVERSITY POSTDOCTORAL FELLOWS**

MEMORANDUM OF AGREEMENT

This Agreement is made by and between the State of Connecticut through the Board of Trustees for the University of Connecticut Health Center (“Health Center” or “Employer”) and University Health Professionals, Local #3837, AFT, AFT-CT, AFL-CIO (“Union”) in order to fix the terms and conditions of employment for those employees classified as University Postdoctoral Fellows added to the bargaining unit as a result of the Report Upon Secret Ballot of the Connecticut State Board of Labor Relations, Case No. SE-23740, dated August 28, 2003.

The following sets forth the agreement of the parties with respect to modifications of the current collective bargaining agreement between the Health Center and the Union, as it applies to University Postdoctoral Fellows. Any Article not mentioned in the Agreement is in effect without modification.

Article 1 – Recognition

Section 1.1 is modified to delete “University Postdoctoral Fellows”

The rest of Article 1 is in effect with the exception of the references to personal leave in Section 1.4.

Article 6 – Grievance Procedure

Section 6.7 is modified as follows:

6.7 General Provisions.

a. Any grievance not presented in writing within thirty (30) weekdays of the occurrence or the knowledge of the occurrence of the conditions giving rise thereto, 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 limits 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 by the Employer to respond to the grievance 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 representative(s) and qualified witnesses.

At least one meeting shall be held with the immediate supervisor and the Union (and the grievant if the grievant so desires) at the informal stage and/or at Step One of the grievance procedure.

e. No complaint informally resolved or grievance resolved at either Step One or Step Two shall constitute a precedent for any purpose unless agreed to by the parties.

f. Non-contractual grievances terminate with the Executive Vice President or designee as the final step and are not subject to arbitration.

g. The filing of a notice to proceed to arbitration shall constitute a waiver of rights to judicial review by either party.

h. All time limits above may be extended by mutual agreement of the parties.

i. Non-renewal of an employee with an ending date, or non-renewal of an employee due to termination or non-renewal of the grant or contract funding his/her position is not subject to either the contractual or non-contractual grievance procedure provided the employee is informed of the terms of his/her employment in writing at the time of employment.

j. Participants in the grievance procedure shall be protected under the provisions of Connecticut State Statute 5-271.

k. The following shall not be subject to the grievance procedure: failure to continue a postdoctoral fellow after the end date of their appointment letter or separation or reduction because of a lack of grant funding after the end date of their appointment letter.

The rest of Article 6 is in effect.

Article 8 – Holidays

Article 8 is not in effect and is replaced by Article 35.

Article 9 – Transfers

Article 9 is in effect with the addition of the following language:

Section 9.4. A University Postdoctoral Fellow with more than two years of Health Center employment in that capacity who transfers (i.e. no break in service) into a non postdoctoral fellow UHP position shall be credited with ten (10) vacation and ten (10) sick days at the time of the transfer, in addition to applicable personal leave time. Notwithstanding the language in Article 13.6, no payout of vacation time will be made if the employee does not successfully complete the new probationary period referenced in Article 18.1.

Article 10 – Vacancies

Article 10 is in effect except that neither this Article nor the recall provisions of this contract apply to vacancies of University Postdoctoral Fellow positions.

Article 11 – Sick Leave

Section 11.1 is modified as follows:

University Postdoctoral Fellows employed by the Health Center shall receive a sick leave allotment of 12 days per year to cover sick absences for that calendar year. This allotment shall be credited on January 1st of each year to full-time postdoctoral fellows, and shall be pro-rated for those postdoctoral fellow hired after January 1st. Part-time postdoctoral fellows shall receive pro-rated leave time based on the percentage of employment indicated on their assignment authorization as of January 1st of each year (or as of date of hire). In no manner shall any of this leave time be accumulated or carried over from year to year or form any basis for payment at the end of the year or the postdoctoral appointment.

c. The Employer may require proof of illness on a prescribed medical certificate form from the employee's treating physician when sick leave of five (5) consecutive scheduled work days or more is taken. The Employer also may require proof of illness on a prescribed medical certificate form from the employee's treating physician in all cases of suspected abuse.

An employee may provide the medical certificate directly to the Department of Human Resources and confidentiality shall be maintained. The Health Center shall not discuss an employee with her/his physician(s) without prior permission of the employee. This provision shall not affect the current practices in workers' compensation.

f. The Health Center shall grant sick leave to an eligible employee who is incapacitated for duty.

An eligible employee also shall be granted sick leave:

1. for medical, dental, or eye examination or treatment for which arrangements cannot be made outside of working hours;
2. in the event of death in the immediate family when as many as three working days leave with pay shall be granted. Immediate family means husband, wife, father, mother, sister, brother, or child, and also any relative who is domiciled in the employee's household;
3. in the event of illness or severe injury to a member of the immediate family creating an emergency, provided that not more than five days of sick leave per calendar year shall be granted therefore;

4. for bereavement of persons other than members of the immediate family when permission is requested and approved in advance by their supervisor and provided that not more than three days of sick leave per calendar year shall be granted, therefore.

g. The Health Center shall continue its practice of allowing employees to donate accrued vacation and/or compensatory time to the sick leave account of a fellow bargaining unit employee who is absent due to a long-term illness or injury, subject to the following:

1. The absent employee must have a minimum of one (1) year of service.
2. The absent employee must have exhausted all of his/her accrued paid time and otherwise be on leave without pay status.
3. A request to donate vacation and/or compensatory time may be initiated by the Union or employee(s).
4. The request shall be submitted to the Department of Human Resources, and shall include a current medical certificate on the form prescribed by the Health Center.
5. Donations may be made in minimum units of one (1) day or eight (8) hours only.
6. Donations will be applied to the absent employee's sick leave account as needed each pay period, by consultation between the Department of Human Resources and the employee or Union representative coordinating the donations. Donations and transfers of days shall not exceed the number of days needed to prevent the absent employee from being on leave without pay, and shall not extend beyond the commencement of long-term disability benefits described in Section 21.2b.

Section 11.2 and 11.3 are in effect.

Section 11.4 is not in effect.

Article 12 – Leaves

Section 12.1 is not in effect and is replaced by Article 35.

The rest of Article 12 is in effect.

Article 13 – Vacation

Article 13 is not in effect and is replaced by Article 35.

Article 15 – Overtime

Article 15 is not in effect for University Postdoctoral Fellows.

Article 16 – Evaluation

Article 16 is in effect with the following addition:

Section 16.7. Postdoctoral fellows must receive at minimum an annual written evaluation prepared by their faculty mentor that is signed by both the fellow and the mentor. Written evaluations for University Postdoctoral Fellows should include a brief narrative on progress during the year, whether the fellow is meeting expectations and plans for future career development. The content of the evaluation must be discussed at a meeting between the mentor and the fellow. Copies of the written evaluations must be kept on file in the Departmental or Center office, and in the official file in Human Resources.

Article 18 – Probationary Employees

Article 18.1 is modified as follows:

18.1 A probationary employee is a new bargaining unit employee who has not yet completed at least a six (6) month working test or trial period. The initial probationary period may be extended by the employer, but in no case shall exceed a total of one (1) year. The affected employee and the Union shall be notified in writing of such extension within two weeks of such continuation. The following shall be excluded from the calculation of the probationary period: all leaves of absence without pay; all periods of workers' compensation or sick leave in excess of five (5) working days.

Employees who have previously completed at least a six (6) month working test or trial period who have separated from employment with the Health Center for other than lay off or non-renewal and return to their formerly occupied position within six (6) months, shall not be required to serve an additional probationary period.

Employees who have previously completed at least a six (6) month working test or trial period who have separated from employment with the Health Center for other than lay off or non-renewal and return to the Health Center within six (6) months, shall not be required to serve an additional probationary period unless the separation was involuntary or the result of a negotiated settlement.

For employees hired on or after November 9, 1992, whose assignment authorizations are less than fifty (50) percent, the working test or trial period shall be nine months. If an employee's assignment authorization in the same position increases to fifty (50) percent or more after hiring, time spent in the nine-month working test or trial period shall count toward the six-month working test or trial period on a prorated basis.

Notwithstanding the above, if a University Postdoctoral Fellow voluntarily transfers to another University Postdoctoral Fellow position with a different mentor, or is hired into or voluntarily transfers into any other UHP position, a new probationary period will apply.

Section 18.7 is not in effect.

The rest of Article 18 is in effect.

Article 19 – Health & Safety

Article 19 is in effect except for Section 19.11.

Article 20 – Layoff

Article 20 is not in effect for University Postdoctoral Fellows and is replaced by the following:

This Article does not refer to probationary employees.

The non-renewal or failure to be reappointed after the end date of a Postdoctoral Fellow appointment letter shall be considered a layoff under this Article, but shall not cause a prior notice to be sent to the union as required for other layoffs, nor shall it create bumping rights (Sections 20.4, 20.5) or recall rights (Sections 20.6, 20.7, 20.8) under this contract. Laid off Postdoctoral Fellows shall be considered internal applicants as described in Article 10 for one year. Postdoctoral Fellows shall be given written notice three months prior to non-renewal of appointment. Postdoctoral Fellows who are laid off (not non-renewed) shall be given written notice in accordance with Section 20.9.

At least ten (10) days prior to the decision by the Health Center administration to reduce staff through layoffs, the Associate Vice President for Human Resources or designee will meet with the President of the Union or designee to discuss the anticipated layoffs.

At this meeting, bumping options and/or known vacancy options for each person laid off will be discussed.

Once notified, all employees impacted by layoff or non-renewal will be scheduled to meet with a Human Resources designee to discuss their rights under this Article. A union representative may be present at this meeting.

20.1 In all cases requiring the termination of professional staff, primary consideration shall be given to the Health Center's responsibility to offer an appropriate range of services and to carry out its mission.

20.2 In all cases it is understood that layoffs shall be compatible with the Health Center's affirmative action policies and take into consideration the qualifications of the employees and the needs of the program or grant.

20.9 Members of the bargaining unit whose assignment authorizations are at least fifty (50) percent shall be entitled to written notice of layoff according to the following schedule:

After six months....two weeks

After one year....six weeks

After five years....twelve weeks

After ten (10) years....sixteen weeks

In the event of elimination of a part-time position with an assignment authorization of less than fifty (50) percent, an employee who has been employed by the Health Center for at least one (1) year, in a bargaining unit position, shall receive at least four (4) weeks notice of termination.

20.12 Dismissal for cause is not subject to the above schedule.

Article 21 – Benefits

Article 21 is in effect with the following addition:

Section 21.2 Medical and Other Benefits.

a. All medical insurance, longevity as modified by the OJE agreement and tuition waiver benefits currently in force at the time of this Agreement shall remain in force, except as follows:

Tuition Waiver: An employee whose assignment authorization is less than fifty (50) percent shall not be entitled to tuition waiver benefits.

Medical Benefits: Any employee who is hired on or after March 1, 1996, with an assignment authorization of less than fifty percent (50%) shall not be eligible for employer paid medical benefits. Any employee who is hired on or after March 1, 1996, with an assignment authorization of fifty percent (50%) or more and whose employment authorization subsequently drops below fifty percent (50%) for such time set forth in Section 1.3 shall not be eligible for employer paid medical benefits while working at the reduced level.

Any employee who has been employed continuously (as defined in Article 27 regarding seniority accruals) on and prior to March 1, 1996 and who has been enrolled in the medical benefit plan on and prior to that date, shall continue to be eligible for employer paid medical benefits on the same basis as employees whose assignment authorization is fifty percent (50%) or greater. Any employee who has been employed continuously on and prior to March 1, 1996, and who has been enrolled in the medical benefit plan on and prior to that date shall continue to be entitled to employer paid medical benefits even if his/her employment authorization drops below fifty percent (50%).

As used in this Agreement, “employer paid medical benefits” refers to the medical benefit plans available through, and the employer contribution rates specified in the agreement between the State and the coalition of State employee unions pursuant to Conn. Gen. Stat. Section 5-278(f). This Agreement is subject to any modification which may occur as the result of negotiations over that agreement between the State and the coalition of State employee unions pursuant to Conn. Gen. Stat. Section 5-278 (f).

A University Postdoctoral Fellow employed at the Health Center as of March 3, 2004, in the UHP bargaining unit with an assignment authorization of less than fifty percent (50%) shall continue to receive the medical benefits they currently receive as long as they remain employed as a University Postdoctoral Fellow.

Article 23 – Miscellaneous

Article 23 is in effect except for the following modifications:

Section 23.6 is not in effect

Section 23.7 is modified as follows:

23.7 Research Assistants, Associates and Postdoctoral Fellows. The parties agree that a letter describing conditions of appointment and funding will be given to new Research Assistants, Associates and University Postdoctoral Fellows by the Principal Investigator. Copies of this signed letter will be provided to the Union.

Section 23.8. University Postdoctoral Fellow positions are not eligible for this bonus.

Article 26 – Salary

Article 26 is replaced by the following language for University Postdoctoral Fellows:

Effective July 9, 2004, the minimum annual full-time salary for a University Postdoctoral Fellow shall be not less than \$34,200.

Effective July 9, 2004, each University Postdoctoral Fellow who has been employed in that capacity at the Health Center since at least January 2, 2004, and who has not received an unsatisfactory evaluation shall have their salary increased by a minimum of three percent (3%), or to \$34,200, whichever is greater.

Effective July 8, 2005, the minimum annual full-time salary for a University Postdoctoral Fellow shall be not less than \$36,000.

Effective July 8, 2005, each University Postdoctoral Fellow who has been employed in that capacity at the Health Center since at least December 31, 2004, and who has not received an unsatisfactory evaluation shall have their salary increased by a minimum of three and one quarter percent (3.25%), or to \$36,000, whichever is greater.

Employees on the regular payroll who are twenty percent (20%) or more shall receive a prorated share of salary for time worked.

Each University Postdoctoral Fellow employed by the Health Center who was employed on August 28, 2003, and is still employed on the date of legislative approval of this Agreement shall receive a one time, lump sum \$500 bonus payment, not to be added to base. This payment shall be made within 30 days following legislative approval.

**The following new Article applies to University Postdoctoral Fellows:
Article 35 – Leave Time Provisions for University Postdoctoral Fellows**

University Postdoctoral Fellows employed by the Health Center shall receive a leave time allotment of 30 days per year to cover vacation, personal and holiday time off needs for that calendar year. This allotment shall be credited on January 1st of each year to full-time Postdoctoral Fellows, and shall be pro-rated for those Postdoctoral Fellows hired after January 1st. Part-time Postdoctoral Fellows shall receive pro-rated leave time based on the percentage of employment indicated on their assignment authorization as of January 1st of each year (or as of date of hire). In no manner shall any of this leave time be accumulated or carried over from year to year or form any basis for payment at the end of the year or the postdoctoral appointment.

Postdoctoral Fellows must give notice to their mentor of their use of leave time in writing, at least two weeks prior to the use of such days except for emergencies, in which case notice shall be given as soon as possible. Their mentor shall respond in writing within one week. Except for emergencies, requests which have been approved shall be honored. Subject to the approval of the mentor, Postdoctoral Fellows shall be allowed to choose the time of their own vacation leave. Denials of Postdoctoral Fellow requests for leave time shall be based upon reasonable operational needs within the research program.

Memoranda of Agreement (pp.77-120)

The Memoranda of Agreement listed in the contract are in effect with the exception of the following:

Holidays for Part-Time Employees (pp. 106-7)

Statewide “SCOPE” Agreement (pp. 108-112)

“SCOPE” Agreement Addendum for UHP (pp. 113-119).

The effective date for the leave time provisions in Articles 11 and 35 is May 1, 2004. Leave time will be pro-rated as of that date for the calendar year 2004. Time off requests approved prior to May 1, 2004 will be honored and will not be counted towards the 2004 leave time allotments in Articles 11 and 35.