

MEMORANDUM OF AGREEMENT
Between
The University of Connecticut Health Center Board of Directors (UCHC)
And
UCHC - American Association of University Professors (UCHC-AAUP)

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GLOSSARY OF ABBREVIATIONS

AAMC:	American Association of Medical Colleges
ABP:	alternative bonus plan
ADEA:	American Dental Education Association
aMerit:	academic merit
bSalary:	base salary
CBA:	collective bargaining agreement
cMerit:	clinical merit
CPMR:	clinical performance market ratio
EAF:	equity adjustment factor
EAGWI:	equity adjusted general wage increase
eRVU:	earned relative value units
FMP:	faculty merit plan
FY14:	fiscal year July 2013 to June 2014
FY15:	fiscal year July 2014 to June 2015
FY16:	fiscal year July 2015 to June 2016
ICA:	individual compensation agreement, defined in MOA dated 2/13/12
MOA:	memorandum of agreement
RVU:	relative value units
SODM:	School of Dental Medicine
SOM:	School of Medicine
totbSalaries:	total (or sum) of base salaries
tRVU:	target relative value units
tSalary:	target salary
UHC:	University Health Consortium
UMG:	University Medical Group

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Between
The University of Connecticut Health Center Board of Directors (UCHC)
And
UCHC - American Association of University Professors (UCHC-AAUP)

Pursuant to Article 12.4 of the current Collective Bargaining Agreement (CBA), this Memorandum of Agreement (MOA) shall govern the distribution of the negotiated bargaining unit faculty¹ compensation for Fiscal Years 2014, 2015 and 2016. The understandings set forth in this MOA shall become part of the current collective bargaining agreement, effective July 1, 2013.

1. Individual Compensation Agreements

All existing Individual Compensation Agreements (ICAs; as defined in an MOA dated 2/13/12) will sunset at each ICA expiration date. The sun setting will not apply in a situation in which the ICA is expiring before July 1, 2013 or before a revised CBA takes effect, whichever is later. In such a situation, a new ICA may be offered which will sunset at the end of its term. The Health Center may also offer ICAs to new hires until July 1, 2013 or until a revised CBA takes effect. Faculty members on ICAs shall not be eligible for AAUP negotiated equity adjusted general wage increases (EAGWIs) as set forth in Section 4, below, or to participate in the faculty merit or bonus plans, set forth below, during the term of their ICAs.

However for FY14, a faculty member whose ICA expired prior to July 1, 2013 shall be eligible for an EAGWI. These faculty members will be eligible to participate in the Faculty Merit Plan (FMP) as described in Sections 6 & 7 below, for all full quarters for which they were not covered on an ICA. These same rules apply in FY15 for a faculty member whose ICA expires prior to July 1, 2014 and in FY16 for a faculty member whose ICAs expire prior to July 1, 2015.

All faculty members not on ICAs will participate in either the Faculty Merit Plan (FMP) or the Alternative Bonus Plan (ABP) described in Section 8 below.

2. Compensation Distribution Pool

For the purpose of calculating the amount available in each fiscal year for EAGWIs and merit distributions out of the 5% of the bargaining unit base salary account, the following procedures will apply:

a. FY14

The Distribution Pool for the School of Medicine (SOM) and the School of Dental Medicine (SODM) will be calculated by

- i. taking the total of base salaries (totbSalaries) of all bargaining unit members as of April 4, 2013 (end of pay cycle 21),²
- ii. and deducting from that calculated number the totbSalaries of all bargaining unit members hired after December 31, 2012, as well as the totbSalaries of bargaining unit members with ICAs on April 4, 2013

¹ Hereafter, the use of the term “faculty” shall be understood to mean “bargaining unit faculty”.

² Pay cycle with pay period end date closest to March 31 was used for each year where “pay cycle 21” is referenced.

- iii. The Distribution Pool for FY14 shall be five percent (5%) of the resulting number or the Distribution Pool Floor, defined in Section 3 below, whichever is higher, plus the EAGWIs for those faculty members whose ICAs expire after April 4 and before July 1, 2013.

For the purpose of allocating the Distribution Pool or Distribution Pool floor (if used), the Pool shall be proportionally divided between the SOM and the SODM based upon the ratio of totbSalaries from each used to calculate the Distribution Pool; in this division the EAGWIs for faculty whose ICAs expire after April 4 and before July 1, 2013 will not be considered.

b. FY15

The Distribution Pool for the SOM and the SODM will be calculated by

- i. taking the totbSalaries of all bargaining unit members as of April 3, 2014, and
- ii. deducting from that number the totbSalaries of all bargaining unit members hired after December 31, 2013, the totbSalaries of bargaining unit members with ICAs on April 3, 2014 and the totbSalaries of bargaining unit members participating in the Alternative Bonus Plan (ABP; see Section 8) on April 3, 2014.
- iii. The Distribution Pool for FY15 shall be five percent (5%) of that resulting number, or the Distribution Pool Floor, whichever is higher, plus the EAGWIs for all bargaining unit members participating in the ABP (as set forth in Sections 4 and 8, below), plus the EAGWIs for those faculty members whose ICAs expire after April 3 and before July 1, 2014.

For the purpose of allocating the Distribution Pool or Distribution Pool floor (if used), the Pool shall be proportionally divided between the SOM and the SODM based upon the ratio of totbSalaries from each used to calculate the Distribution Pool; in this division the EAGWIs for faculty in the ABP and faculty whose ICAs expire after April 3 and before July 1, 2014 will not be considered.

c. FY16

The Distribution Pool for the School of Medicine (SOM) and the School of Dental Medicine (SODM) will be calculated by

- i. taking the totbSalaries of all bargaining unit members as of April 2, 2015 and
- ii. deducting from that calculated number the totbSalaries of all bargaining unit members hired after December 31, 2014, the totbSalaries of bargaining unit members with ICAs on April 2, 2015, and the totbSalaries of bargaining unit members participating in the ABP on April 2, 2015.
- iii. The Distribution Pool for FY16 shall be five percent (5%) of that resulting number or the Distribution Pool Floor, whichever is higher, plus the EAGWIs for all bargaining unit members participating in the ABP (as set forth in Section 8, below), plus the EAGWIs for those faculty members whose ICAs expire after April 2 and before July 1, 2015.

For the purpose of allocating the Distribution Pool or Distribution Pool floor (if used), the Pool shall be proportionally divided between the SOM and the SODM based upon the ratio of totbSalaries from each used to calculate the Distribution Pool; in this division the EAGWIs for faculty in the ABP and faculty whose ICAs expire after April 2 and before July 1, 2015 will not be considered.

3. Distribution Pool Floor

The Distribution Pool Floor is a calculated number that defines the lower limit of the Distribution Pool for fiscal years 2014, 2015 and 2016. For FY14 the Distribution Floor shall be calculated by taking a “snapshot” on July 13, 2012, of five percent (5%) of totbSalaries and deducting base salaries of faculty on ICAs on that date and the base salaries of faculty hired on or after January 1, 2012. The Distribution Pool Floor shall increase to one hundred and two percent (102%) of the FY14 Distribution Pool Floor for FY15 and one hundred and five percent (105%) of the FY14 Distribution Pool Floor for FY16

4. Equity Adjusted General Wage Increase (EAGWI)

Bargaining unit faculty members are eligible for an EAGWI to their base salaries (bSalary; not including salary supplements designated for specific responsibilities and which will be relinquished when the responsibility is no longer held)³ in FY14, FY15 and FY16, except for those faculty members on ICAs and those faculty members hired six months or less before the start of a fiscal year. Each faculty member’s target salary (tSalary) is the median salary, by rank and specialty, established by national professional organizations such as the American Association of Medical Colleges (AAMC), the American Dental Education Association (ADEA) or other relevant professional organizations (see 4(a) below). The amount of each eligible faculty member’s EAGWI is a function of where his or her bSalary falls with respect to that faculty member’s tSalary, in any fiscal year. The procedures used to establish each faculty member’s EAGWI are as follows:

- a. Each faculty member in the SOM and the SODM will be mapped to a tSalary, based on the median AAMC or ADEA salary tables, or those of other professional organizations, for their rank and specialty by the Joint Standing Committee which is composed of an equal number of members from the AAUP and the Administration. Mapping of individuals to tSalary shall be based on the negotiated Mapping Principles set forth in Attachment A.
- b. For purposes of EAGWI allocation in each fiscal year, the bSalary of each SOM faculty member is divided into Clinical and Academic fractions based on fiscal year to date clinical and academic efforts through pay cycle 21. For EAGWI, the academic effort consists of all an individual’s efforts excluding the Clinical category.
- c. Each eligible faculty member’s EAGWI shall be based, first, on an Equity Adjustment Factor (EAF) and, second, for clinical faculty in the SOM, on a Clinical Performance Market Ratio (CPMR).
- d. The EAF is the tSalary divided by the faculty member’s bSalary as of pay cycle 21, squared. $[(tSalary/bSalary) \times (tSalary/bSalary)]$.
- e. For SOM clinical faculty, the CPMR is a measure of clinical productivity that combines the member’s clinical productivity compared to peers and compensation compared to peers. Each SOM faculty member will be mapped to the University Health Consortium (UHC) work RVU (relative value units) targets based on the median for rank and specialty. The CPMR is then calculated based on actual clinical performance from April 1 to March 31 of the year prior to the effective date of the EAGWI in FY 14, FY 15 and FY 16.

³ This is the definition of bSalary for calculations of EAGWI and Merit only.

- i. Each faculty member's CPMR equals the ratio of his or her work RVUs earned (eRVU) divided by his or her UHC target RVUs (tRVUs), adjusted for clinical effort, divided by the ratio of bSalary divided by the tSalary. $[(eRVU/tRVU) \div (bSalary/tSalary)]$
 - ii. For any clinical effort for which work RVU data are not available, $eRVU/tRVU = 1.0$ for the purposes of calculating CPMR. $CPMR = [1.0 \div (bSalary/tSalary)]$
 - iii. Faculty with a clinical effort of 25% or less will be automatically assigned an eRVU/tRVU of 1.0. $CPMR = [1.0 \div (bSalary/tSalary)]$
 - iv. For faculty with combined clinical efforts that in part yield RVUs and in part do not, the CPMR is calculated as a blend of the two formulae (in i. and ii, above), each weighted by the relative efforts.
- f. EAGWI for the academic portion of each faculty member's salary is determined by multiplying that faculty member's EAF times the EAGWI multiplier for each fiscal year. For FY14, the EAGWI multiplier will be three percent (3%) or N percent, whichever is larger, where N equals the number needed to allocate seventy percent (70%) of each Distribution Pool for SOM and SODM to EAGWI and thirty percent (30%) to the Faculty Merit Plan (FMP) for faculty not on ICAs as of April 4, 2013. For FY15, the EAGWI multiplier will be N percent where N equals the number needed to allocate seventy percent (70%) of each Distribution Pool for SOM and SODM to EAGWI and thirty percent (30%) to the Faculty Merit Plan (FMP) for faculty on the FMP as of April 3, 2014. For FY16 the multiplier is N percent where N equals the number needed to allocate sixty percent (60%) of each Distribution Pool for SOM and SODM to EAGWI and forty percent (40%) to the Faculty Merit Plan (FMP) for faculty on the FMP as of April 2, 2015.
- g. For the academic portion of salaries in the SOM and for the SODM, faculty with overall scores of acceptable or better in their relevant annual evaluations qualify for their calculated EAGWIs in each fiscal year. These faculty members are also eligible for academic merit distributions under the Faculty Merit Plan.

For the academic portion of salaries in the SOM and for the SODM, faculty with overall scores of marginal in their relevant annual evaluations will receive either the EAGWI multiplier for that fiscal year or their calculated EAGWI, whichever is smaller, in each fiscal year. These faculty members do not qualify for academic merit distributions under the Faculty Merit Plan.

For the academic portion of salaries in the SOM and for the SODM, faculty with overall scores of unacceptable in their relevant annual evaluations will receive a salary increase of one and a half percent (1.5%) or their calculated EAGWI, whichever is smaller, for FY14 and FY15. In FY16, faculty with an unacceptable score on the relevant annual evaluation will not be eligible for EAGWI on the academic portion of their bSalary. These faculty members do not qualify for academic merit distributions under the Faculty Merit Plan.

- h. For the academic portion of salaries in the SOM and for the SODM, all calculated EAGWIs in each fiscal year will be applied to the faculty member's academic bSalary except that when the faculty member's bSalary reaches the seventy-fifth (75th) percentile of the salary for his/her rank and specialty, all further increases in compensation shall be distributed to that faculty member as a quarterly bonus (in July, October, January, April) not added to bSalary. Methods of determining 75th percentile salaries are set forth in Attachment A.

- i. For the clinical portion of salary in the SOM, a clinical faculty member with a CPMR greater than or equal to 0.80 will receive the calculated EAGWI on the clinical portion of bSalary in each fiscal year and will qualify for clinical merit distributions under the Faculty Merit Plan. A clinical faculty member with a CPMR greater than or equal to 0.70 but less than 0.80 will receive the EAGWI multiplier for that year, or the calculated EAGWI on the clinical portion of bSalary, whichever is smaller, in each fiscal year, but does not qualify for clinical merit distributions under the Faculty Merit Plan. A clinical faculty member with a CPMR between 0.50 and 0.70 will receive the proportional percent value on the linear range of one and a half percent (1.5%) up to the EAGWI multiplier for that fiscal year or the calculated EAGWI, whichever is smaller. A clinical faculty member with a CPMR at or below 0.5 will receive one and a half percent (1.5%), or the EAGWI, whichever is smaller. Attachment B provides figures and examples illustrating how wage increase depends upon CPMR value.
- j. For the clinical portion of salaries in the SOM, all calculated EAGWI distributions in each fiscal year will be applied to the faculty member's clinical portion of his or her bSalary. However, when the faculty member's bSalary reaches the seventy-fifth (75th) percentile of the salary for his or her rank and specialty, all further increases in compensation shall be distributed to that faculty member as a quarterly bonus (in July, October, January, April) not added to bSalary. Methods of determining 75th percentile salaries are set forth in Attachment A.
- k. The effective dates of EAGWIs are as follows: July 12, 2013, July 11, 2014, July 10, 2015.
- l. For FY14 only, the fraction of the total distribution pool attributed to the period from July 1st through July 11th 2013 will be placed into an escrow account. This escrow account will be used to provide distributions where adjustments will occur after the July 12th effective date. These include distributions based upon resolution of merit appeals, and any corrections for calculation or data accrual errors. All such adjustments must be approved by the Joint Standing Committee. The funds not expended in this escrow account prior to March 31, 2015, will be added proportionally to the SOM and SODM merit pools for FY16.

5. Faculty Merit Plan Pool

The Faculty Merit Plan (FMP) Pools for the SOM and the SODM will equal the funds remaining in each of their respective Distribution Pools after EAGWI distributions for that fiscal year. The SOM FMP pool is then proportionally split, based on the ratio of total clinical and academic salary for SOM faculty in the FMP plan, to provide a SOM Clinical FMP pool and a SOM Academic FMP pool.

The effective dates of Merit increases to salary are as follows: July 12, 2013, July 11, 2014, July 10, 2015. Lump sum bonuses will be paid in the checks covering the pay period beginning with the above dates.

6. Faculty Merit Plan – SODM and Academic Portion in SOM

All faculty members not enrolled in the Alternative Bonus Plan (ABP; Section 8 below) or an ICA, and with an academic merit rating of acceptable or above, are eligible in each fiscal year, for academic merit (aMerit) distributions under the FMP.⁴

⁴ SOM faculty with less than .5 FTE, who have not been required to undergo an annual merit review, will be considered to have received an "acceptable" score for aMerit.

a. FY14

- i. In FY14 the eligibility for aMerit will be based upon an overall evaluation score of acceptable or superior in the 2012 evaluation, however the aMerit distributions themselves will be based upon both the 2011 and 2012 overall scores. In FY14 the faculty member's overall academic aMerit score in each year (2011 and 2012) will determine his/her aMerit Multiplier for that year's aMerit pool. Faculty members will receive an aMerit Multiplier of one (1) for Acceptable or two (2) for Superior (SOM)/Exceptional (SODM). The faculty member's aMerit Multiplier for each year is multiplied by his/her bSalary times the academic effort for that year to arrive at a faculty aMerit Product. [aMerit multiplier x bSalary x academic effort = faculty aMerit Product].
- ii. All participating faculty members' aMerit Products for each evaluation year (2011 and 2012) are summed to create a total of all faculty aMerit Products for each evaluation year. The amount of aMerit distribution to each participating faculty member is calculated as a proportion of each faculty member's aMerit Product to the total of all faculty aMerit Products in each evaluation year, times one-half of the FY14 aMerit Pool. [FY14 faculty aMerit distribution = ((2011 individual faculty aMerit product/total faculty aMerit products) x 0.5 FY14 aMerit Pool)) plus ((2012 individual faculty aMerit product/total faculty aMerit products) x 0.5 FY14 aMerit Pool))]
- iii. aMerit distributions shall be added to bSalary after the EAGWI has been added, up to the faculty member's tSalary for rank and specialty. aMerit distributions above the tSalary will be paid as a lump sum bonus.

b. FY15 and FY16

- i. To be eligible for aMerit distribution in FY15 and FY16 a faculty member must have an overall score of acceptable or better during the academic evaluation period. The academic evaluation period for FY15 will be the eighteen month period from July 1, 2012 to December 31, 2013. For FY16 the academic evaluation period will be the calendar year, January 1, 2014 to December 31, 2014.
- ii. Faculty effort for FY 15 and FY 16 aMerit distribution will be based on the faculty member's score in the Research, Education and Administration categories except as noted below. A faculty member's score in the Excellence (Ex) category will be counted, but only to a maximum of ten percent (10%) of his/her total FTE. Faculty effort in excess of 10% FTE in the Ex category, as well as any faculty effort in the Transition (T) category, will be proportionally assigned to the R, E and A categories where that faculty member has designated effort. For each evaluative category a faculty member will be scored on the following scale: unacceptable = 0; marginal = 0.5; acceptable = 1.0; superior (exceptional in SODM) = 2.0. The resulting aMerit value for each category is the evaluation score times the faculty effort in that category adjusted to achieve a distribution of R+E+A+Ex = 100% of academic effort. The faculty member's aMerit Multiplier for each fiscal year shall be the sum of the resulting calculated merit values for the R (R score x adjusted effort), E (E score x adjusted effort), A (A score x adjusted effort) and, if applicable, Ex (Ex score x

adjusted effort) categories. [R score x adjusted effort + E score x adjusted effort + A score x adjusted effort + Ex score x adjusted effort = aMerit Multiplier].

- iii. For FY15 and FY16, a faculty member's aMerit Multiplier for each year is multiplied by his or her bSalary times the total academic effort to arrive at a faculty member's aMerit Product. [aMerit multiplier x bSalary x academic effort = faculty aMerit product].
- iv. All participating faculty members' academic aMerit Products for an evaluation period are summed to create the total of all faculty aMerit Products. The amount of aMerit distribution to each participating faculty member is calculated as a proportion of each faculty member's aMerit Product to the total of all faculty aMerit Products times that year's aMerit Pool. [(individual faculty aMerit product/total faculty aMerit products) x academic pool dollars = faculty aMerit distribution]
- v. aMerit distributions shall be added to a faculty member's bSalary after the EAGWI has been added, up to the faculty member's tSalary for rank and specialty. aMerit distributions above the tSalary will be paid as lump sum bonuses.

7. Faculty Merit Plan – SOM Clinical Portion

- a. In order to qualify for clinical merit (cMerit) distributions in FY14, FY15 and FY16, a clinical faculty member's CPMR (described in Section 4 (e)), must be equal to or greater than 0.8 for the previous one year period from April 1st to March 31st. Alternatively, a clinical faculty member can qualify for cMerit distributions, regardless of his or her CPMR, if his or her ratio of collected revenue to clinical bSalary, for the previous one year period from April 1st to March 31st, is equal to or exceeds 2.2. Revenue/clinical bSalary for the proportion of non-UMG clinical activity will equal one (1.0).
- b. Clinical faculty in the FMP, with a CPMR from 0.80 to 3.0, will be assigned a cMerit multiplier proportional to the linear range between 0.5 and 3.0. Faculty with CPMRs above 3.0 will be assigned a cMerit multiplier of 3.0. Alternatively, if a faculty member has a collected revenue/clinical bSalary ratio between 2.2 and 4.0, he or she will be assigned a cMerit multiplier proportional to the same 0.5 to 3.0 range. Faculty with collected revenue/clinical bSalary ratios above 4.0 will be assigned a cMerit multiplier of 3.0. Whichever cMerit multiplier is higher will be used for cMerit distribution. Attachment B provides figures and examples to illustrate implementation of these principles.
- c. The clinical faculty member's cMerit Multiplier in each fiscal year is multiplied by his or her bSalary times his or her clinical effort to arrive at the clinical cMerit Product. [cMerit multiplier x bSalary x clinical effort = clinical cMerit product].
- d. All participating faculty members' cMerit products for the evaluation period are summed to create a total of all faculty cMerit products. The amount of an individual's cMerit distribution is calculated as a proportion of the faculty member's cMerit product to the total cMerit products times that year's cMerit pool. [(individual faculty cMerit product/total cMerit products) x cMerit pool = cMerit distribution]

- e. cMerit distributions shall be added to a faculty member's bSalary after the EAGWI has been added, up to the faculty member's tSalary for rank and specialty. CMerit distributions above the tSalary will be paid as lump sum bonuses.
- f. The Parties agree that, if either one of them requests to do so, they will discuss the possibility of adding a clinical outcomes/quality/satisfaction/citizenship component to the cMerit calculation. The Parties also agree that before any such additional component can be implemented, there must be mutual, written assent pursuant to their discussion of the matter. If the discussion fails to produce a mutually acceptable method for implementing this additional component, the existing contract will control and, to the extent that any point made by a party during the discussion may be regarded as a proposal, it will be considered to have been withdrawn in favor of the status quo. The Parties stipulate that the use of impasse remedies such as binding interest arbitration is not appropriate to this matter and the Parties agree to waive and not pursue such remedies. The discussion of this subject shall not count as one(1) of the five(5) topics either Party is entitled to bring forth under Article 13.1 of the CBA. This paragraph shall create no precedent or be cited by the Parties as a past practice by the Parties.

8. Alternative Bonus Plan

The Health Center and the AAUP shall establish an Alternative Bonus Plan ("ABP"). The effective start date for ABPs shall be July 1, 2013.

- a. Current bargaining unit faculty and any new hires may be offered the option of participating in the ABP at the discretion of the Health Center.
- b. When the Health Center contemplates offering an ABP to a current bargaining unit member or to a new hire, it must provide both the FMP and ABP options with a written description of both. This description will be jointly prepared and agreed to by both the Health Center and the AAUP. This description will also be presented to the current bargaining unit member or new hire as an attachment to the ABP offer (defined as a written contract) and will contain contact information for the AAUP.
- c. Any bargaining unit member or new hire offered an ABP shall be provided at least two business days to allow consultation with the AAUP before the contract is finalized. The AAUP will be informed by UCHC when a current faculty member is offered an ABP in order to provide two business days for consultation with the faculty member.
- d. The ABP will pay bonuses based on performance. The performance metrics will be established to be used prospectively. By necessity, performance data will involve a look back from the date of the bonus determination.
- e. Bonuses paid out under the ABP will not be added to faculty bSalary.
- f. The Health Center and the AAUP shall agree upon a model template which shall include provisions which allow for specifying the duration of the agreement, the allocation of faculty effort relevant to the ABP, the metrics and payment structure for the ABP. The template shall not contain the actual specific terms which would relate to individual bargaining unit members, since these terms could vary based on the specific circumstances of the individual involved.

- g. At the time a new hire begins employment with the Health Center, if an ABP was chosen, the AAUP will be provided a copy of the offer letter with the attachment summarizing the FMP and ABP options. The offer letter will reference the attachment and the fact that the new hire understands its contents, which will be confirmed by the new hire's signature on the offer letter. Copies of all ABPs for new hires will be provided to AAUP within 7 days of the start date.
 - h. Copies of ABPs signed by existing faculty will be provided to AAUP within 7 days of execution.
 - i. The duration of an ABP for any faculty member shall not extend beyond June 30, 2018. After June 30, 2016, no ABP bonuses will be paid until a new collective bargaining agreement is in force.
 - j. The specific terms of ABPs in place beyond FY 2016 may be subject to change pursuant to the terms of a successor CBA.
 - k. No current bargaining unit faculty member or new hire shall be required to accept an ABP as a condition of reappointment or hiring.
 - l. When a current or prospective faculty member declines an ABP, the base salary of the default FMP shall remain the same as that offered in the ABP.
 - m. All bargaining unit faculty currently on ICAs shall have the option, at the expiration of their ICAs, to choose either the ABP, if offered by the Health Center, or the FMP pathway.
9. Renewal Salary

When a faculty member is reappointed, the bSalary shall not be reduced from its then current level except when there is: i) a change or reduction in administrative responsibilities with concomitant contractual salary supplements as set forth in a previous employment contract; or ii) an inability of a faculty member to perform the duties associated with their current position and appointment. Reduction in a faculty member's salary can also occur prior to renewal if either of these circumstances arise during the term of the appointment, prior to renewal. Nothing in this paragraph is intended to modify the authority of the Board under other provisions of the collective bargaining agreement including the authority to non-renew a faculty member's appointment.

10. Additional Distribution Rules

- a. The bSalary for each faculty member used in the distribution calculations for EAGWI and merit shall be the bSalary as of the first day of the last full pay period in the fiscal year.
- b. Prior to the calculation of EAGWI and merit, the names of faculty members who will no longer be in the bargaining unit as of July 1 and thus not eligible for EAGWI or merit will be removed from the roster of bargaining unit members.

11. Joint Standing Committee

The AAUP and the Health Center have established a Joint Standing Committee, composed of an equal number of representatives from the administration and AAUP, to address ongoing issues related to: salary target mapping, confirmation and validation of metric data and considerations of significant inconsistencies in FTE assignments and/or work productivity targets. If necessary a third party umpire will mediate disputes that cannot be resolved by the Standing Committee. Nothing in this paragraph modifies the authority of the Health Center to make work assignments.

This Tentative Agreement is contingent on ratification by the UCHC-AAUP collective bargaining unit membership and approval of the Health Center Board of Directors.

Signed, this 29 day of May, 2013

For the UCHC-AAUP

For the UConn Health Center

Bruce Mayer (signed)

Karen Duffy Wallace (signed)

Bruce Mayer, PhD
President

Karen Duffy Wallace Esq.
Director of Labor Relations

ATTACHMENT A

UHC/AAUP salary mapping principles

1. While we understand there may be appeals from individual faculty to be “mapped” in a different way, the following principals will be used as our starting point. Exceptions will be for groups of people (like genetic counselors and non-MD doctoral level mental health clinicians) and not for individuals.
2. When a School of Medicine faculty member holds an administrative supplement that will be relinquished in the future if the administrative responsibilities are no longer held, wage increases will be figured on the permanent base salary only (and not the administrative supplement).
3. When a School of Medicine faculty member’s clinical effort increases or decreases by .25 FTE or more, that person’s salary mapping will be reviewed by the standing committee before the next payout.
4. When a School of Medicine faculty member’s clinical activity changes from one area of specialty to another, the standing committee will review the salary mapping before the next payout.
5. Where salary data do not include the 75th percentile (for example, dental faculty and laboratory animal veterinarians), the 75th percentile is calculated as 125% of the median.
6. Both sides agree that in future years we could sign an MOA to revise the salary mapping for those who cannot be directly mapped to AAMC or ADEA tables.

School of Dental Medicine Faculty

7. Wherever possible and appropriate, we will use ADEA salary Tables 3 and 6 for all schools.
 - a. A modified ADEA salary Table 3, adjusted to full time equivalency of ten half-days, will be generated by multiplying a factor of 10 to each salary in the table.
 - b. A calculation will be made to determine the adjustment factor between ADEA Table 2 (guaranteed annual salary of full time faculty by rank or title) and ADEA Table 3 (guaranteed annual salary per half-day of full time faculty by rank or title). The adjustment factor will then be applied to Table 6.
 - c. ADEA Tables 3 and 6 do not adjust for administrative responsibilities. The respective 50th and 75th percentile target salary will be adjusted upward to reflect the administrative salary supplements associated with the following positions: residency program directors and predoctoral program director.
8. Faculty will be mapped to one of four categories
 - a. Basic science – faculty who hold a PhD degree involved primarily in basic science teaching will be mapped to the Basic Science category in Table 3.
 - b. Behavioral science – faculty who hold a PhD degree involved primarily in behavioral sciences teaching and research, including those whose primary appointment is in a division other than Behavioral Sciences will be mapped to the Behavioral Science category in Table 3.
 - c. Clinical science
 - i. If the faculty member is appointed to a Division which correlates to a discipline identified in Table 6, and holds the credentials⁵ for that discipline, the faculty member will be mapped to Table 6.
 - ii. If the faculty member is appointed to a Division which correlates to a discipline identified in Table 6, but does not hold the credentials for that discipline, the faculty member will be mapped to the general dentistry category in Table 6.

⁵ Has the educational training and is eligible to practice that specialty in accordance with CT licensure regulations.

- iii. If the faculty member is appointed to a Division which does not correlate to a discipline identified in Table 6, the faculty member will be mapped to the Clinical Science category in Table 3.
- d. Research – faculty who hold a PhD degree involved primarily in research will be mapped to the Research category in Table 3.

School of Medicine Faculty with doctoral degrees

9. Where possible and appropriate, we will use AAMC salary tables 4, 11, 18 and 25. These tables contain data only for people with doctorate degrees and will be used only rarely for others (as noted in points 22 -26).
 - a. Table 4: MD in Basic Science Departments – this would be for practicing, credentialed MDs with a primary appointment in a basic science department. Currently this applies to two human geneticists in the Department of Genetics and Developmental Biology.
 - b. Table 11: MDs in clinical departments, mapped to the nearest appropriate specialty unless otherwise noted⁶
 - c. Table 18: PhDs in Basic Science Departments – we will map all in this category to “basic science total”.⁷
 - d. Table 25: PhDs in Clinical Departments – we will map each to their own department “total” and not to a specialty/division.⁸
10. Faculty who have doctoral level clinical degrees but are not credentialed⁹ to see patients as part of their SOM employment are mapped as PhDs. If they are in basic science departments they will be mapped to Table 18, basic science (total). If they are in a clinical department they will be mapped to that department (total) in Table 25
11. Faculty who have medical degrees, and are credentialed and seeing patients even a small amount, and who are primarily scientists, will be mapped as MDs in their primary departments and specialties, in Table 11.
12. PhDs who are entirely or almost entirely Education will be mapped as PhDs in either Basic Science (total), Table 18, if they are in a basic science department OR as a PhD in a clinical department (Table 25), using the “total” table for their department.
13. Faculty who have medical degrees, and are entirely or almost entirely Education, but who are credentialed and seeing patients even a small amount, will be mapped as MDs in their primary department (total), in Table 11.
14. MDs who are entirely or almost entirely Education and who are not licensed and credentialed will be mapped as PhDs. If they are in a basic science department, they will be mapped to Table 18, Basic Science (total). If they are in a clinical department, they will be mapped as a PhD in a clinical department, Table 25, using (total) for the appropriate department.
15. Intensivists who also have another specialty like pulmonary or nephrology and who have blended RVU targets for intensive care and their other specialty, will be mapped to a blended average of the Table 11 salary tables for Critical/Intensive Care-Med and their other specialty.
16. Doctoral level mental health professionals without medical degrees are independent clinical care providers like physicians. These include but may not be limited to clinical psychologists, and

⁶ If a person is not credentialed to practice independently, he or she will not be mapped to a specialty, and will be mapped to the department, general practice.

⁷ The reasons for this include (a) most of our six basic science departments don’t match the departments listed individually in the AAMC salary tables, (b) to increase the N of the salary numbers used, and (c) more and more, our basic science departments are blended in terms of the training and specialty of the members.

⁸ The dual rationale is to increase the N of the salary numbers used and to decrease the temptation to move divisions to change the median target salary.

⁹ “Credentialed” as used here refers to JDH (or for Family Medicine, St. Francis) approval to practice clinically.

marriage and family therapists. If they are credentialed and seeing patients they will be mapped by blending the Table 11 MD in Psychiatry table with the Table 25 PhD in Psychiatry table, using a 30/70 ratio, regardless of their assigned academic department.

17. We have one veterinarian who is practicing clinically as a vet by running the animal care facility. He will be mapped to the data in the Salary Survey of Laboratory Animal Veterinarians.
18. We have two podiatrists. One is medical, one is surgical. We follow a three step process here.
 - a. The American Podiatric Medical Association (APMA) data gives a median salary for an academic practice without reference to rank. We take that data and call it the median for an Assistant Professor, podiatry, medical.
 - b. The MGMA data (which is not academic only) shows a ratio between the medical podiatry median and the surgical podiatry median of 1.33.
 - c. This ratio is applied to the APMA median to compute the median for podiatry, surgical, Assistant Professor.

In the future should we need to compute a median or the 75th percentile for a senior rank, we will follow the principal of adding 10K (per rank) to the median for Assistant Professor.

School of Medicine Faculty who do not have doctoral degrees

19. Where possible we identify salary data collected for the specialty.
 - a. If data for academic or academic health centers are provided, that is what is used.
 - b. If academic ranks are not used, the data provided are used for the rank of Instructor. Medians for higher ranks are created by adding 10K per rank.
20. Where possible we use the MGMA salary data. This can be done for
 - a. APRNs
 - b. Audiology
 - c. Speech Pathology
 - d. Dietician/nutritionist
21. Genetic Counselors: There is no MGMA salary data for genetic counselors. We will use the academic data provided by rank in The National Society of Genetic Counselors Salary and Benefits Survey.
22. Master's level Instructors in Basic Science departments: where there is no other data to apply, they will be mapped to Table 18, basic science (total), Instructor.
23. Master's level Instructors in Clinical Departments: where there is no other data to apply, they will be mapped to Table 25, in their own department (total), Instructor.
24. Master's level Assistant Professors in Basic Science departments: where there is no other data to apply, they will be mapped to Table 18, basic science (total), Assistant Professor.
25. Master's level Assistant Professors in Clinical Departments: where there is no other data to apply, they will be mapped to Table 25, in their own department (total), Assistant Professors.
26. Faculty at the ranks of Associate Professor and Professor, who do not have doctoral degrees, will be mapped as if they have doctoral degrees in recognition of their scholarly accomplishments.

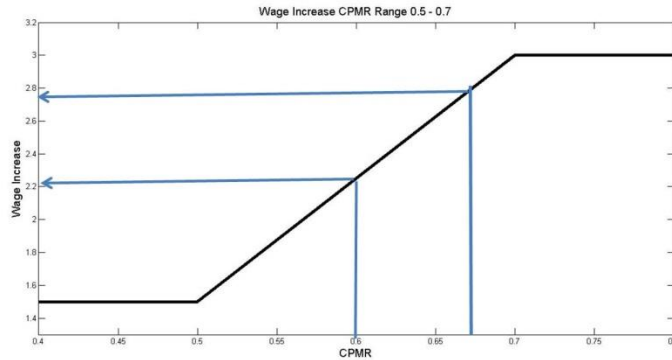
For FY15 and FY16

27. For salary tables that are not released annually, the previous year's data will be adjusted appropriately by the Joint Standing Committee.

ATTACHMENT B

I. Determination of wage increase to be compared with individual EAGWI based upon CPMR.

a) Graphic representation of wage increase compared to CPMR value. Note: CPMR at or below 0.5 = 1.5% wage increase compared to individual EAGWI, whichever is smaller is used. A CPMR at or above 0.7, then the EAGWI multiplier (eg. 3.00%) is compared with EAGWI, whichever is smaller is used. For a CPMR between 0.5 and 0.7, then the wage increase determined from the equation: $\text{wage increase} = [1.5 + ((\text{CPMR} - 0.5) / 0.2)(N - 1.5)]$; where N=EAGWI multiplier for that year (see graphic representation and examples below).



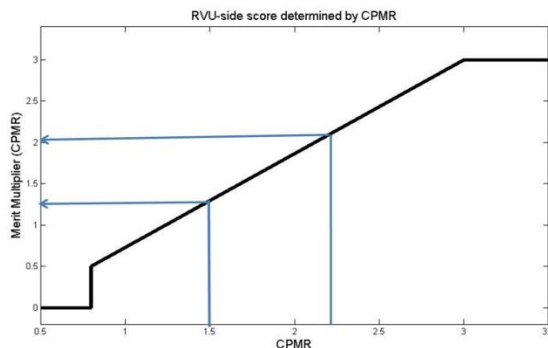
For purposes of these examples the EAGWI Multiplier is set at 3.00%:

Example 1. CPMR = 0.6 and EAGWI = 2.00; with CPMR of 0.6, the calculated wage increase = 2.25% (off chart/calculator); however the EAGWI of 2.00 < 2.25 then the member will receive 2.00% wage increase.

Example 2. CPMR = 0.675 and EAGWI = 3.50; with CPMR of 0.675, the calculated wage increase = 2.75% (off chart/calculator); thus 2.75% < EAGWI then member will receive 2.75% wage increase.

II. Determination of merit multiplier for Clinical Merit relative to CPMR or Revenue/Salary ratio.

a) Graphic representation of merit multiplier using CPMR value. Note: with CPMR below 0.8 merit multiplier = 0, CPMR at 0.8 then merit multiplier = 0.5; CPMR at or above 3.0 then merit multiplier = 3.0, CPMR between 0.8 and 3.0 is determined from the equation: $\text{merit multiplier (CPMR)} = [0.5 + (\text{CPMR} - 0.8)(2.5/2.2)]$ (see graphic representation and examples below).

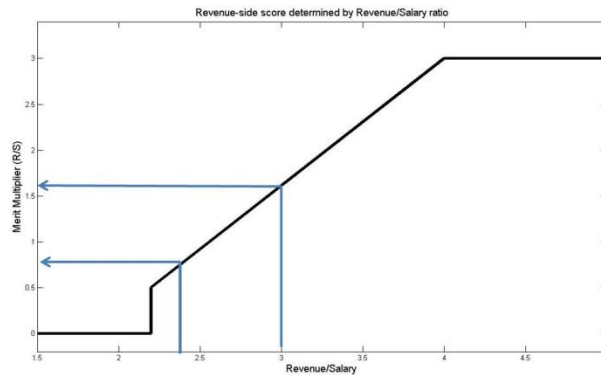


Example 1. CPMR = 1.5; Merit Multiplier (CPMR) = $[0.5 + (1.5-0.8)(1.1364)] = 0.5 + 0.7955 = 1.2955$

Example 2. CPMR = 2.2; Merit Multiplier (CPMR) = $[0.5 + (2.2-0.8)(1.1364)] = 0.5 + 1.5910 = 2.091$

OR: Merit multiplier based upon Revenue/Salary is used if higher than merit multiplier (CPMR)

b) Graphic representation of merit multiplier for Revenue/Salary ratio, merit multiplier (R/S). Note: Rev/Sal at 2.2 = merit multiplier of 0.5, and Rev/Sal ratio of 4.0 = merit multiplier of 3.0, Rev/Sal above 4.0 = merit multiplier of 3.0. Rev/Sal ratio between 2.2 and 4.0 is determined by the equation: merit multiplier (R/S) = $[0.5 + (Rev/Sal-2.2)(2.5/1.8)]$ (see graphic representation and examples below).



Example 1: Rev/Sal = 2.4, CPMR = 1.5 (merit multiplier (CPMR) = 1.2955, above) then merit multiplier (R/S) = $[0.5 + (2.4-2.2)(1.3889)] = 0.7778$: merit multiplier (CPMR) is used since $1.2955 > 0.7778$.

Example 2: Rev/Sal = 3.0, CPMR = 2.2 (merit multiplier (CPMR) = 2.091 above) then merit multiplier (R/S) = $[0.5 + (3.0-2.2)(1.3889)] = 1.6111$: merit multiplier (CPMR) is used since $2.091 > 1.6111$.

ATTACHMENT C – MOA SODM Executive Council for Faculty Merit Review

Memorandum of Agreement

School of Dental Medicine Executive Council

May 21, 2013

For the specific purpose of peer review, cross-division and cross-department calibration, and consistency in the application of merit review guidelines in the School of Dental Medicine, AAUP and UCHC agree to add AAUP bargaining unit members to the SODM Executive Council (EC) for those meetings and proceedings at which faculty merit reviews are discussed.

The Executive Council composition includes Section chairs (currently three) who are members of AAUP. Three additional (or the number required for a total of six) AAUP members can be appointed by AAUP to serve on the EC when merit reviews are discussed, for a total of six AAUP representatives. All AAUP members serving on EC for the purposes of merit review will have equal voting rights as the full members of the EC, including Associate Deans, Department Heads, Division Chairs and Center Directors.

Should the composition of the EC change as a result of restructuring within the School of Dental Medicine or other actions which change the number of representatives serving on the EC, the number of AAUP representatives shall be at least 40%, but not to exceed 50%, of the total representatives.

UCHC and AAUP agree that AAUP will determine the mechanism or process by which the additional members will be elected or appointed.

This Agreement is without precedent for either party in any pending or future matter.

For the AAUP-UCHC



For the School of Dental Medicine



For the UConn Health Center

