

Tentative Agreement
Between
The University Of Connecticut Health Center And The
University Of Connecticut Health Center Chapter Of The American Association
Of University Professors

The parties hereby enter into a one-year extension of the collective bargaining agreement for the term beginning July 1, 2024 through June 30, 2025 in accordance with the following term sheet subject to ratification by the bargaining unit, approval of the Board of Directors for UConn Health, and legislative approval:

Article 13.2 shall be amended as follows:

13.2 In FY 23, ~~and~~ FY 24 and FY 25 there shall be an amount of dollars dedicated to faculty compensation (“Compensation Pool”) of 4.5% in each year. Calculation and distribution of this Compensation Pool is set forth in detail in Article 14. The increase shall be effective on the first full pay period of July in each fiscal year.

All other provisions of Article 13 shall remain unchanged.

ARTICLE 14

FACULTY COMPENSATION DISTRIBUTIONS

14.1 Compensation Distribution Pool

For the purpose of calculating the amount available in fiscal years FY 22, FY 23, ~~and~~ FY 24 and FY 25 for EAGWIs and merit distributions out of the Compensation Pool as set forth in Article 13, the following procedures will apply:

- A) taking the totbSalaries of all bargaining unit members as of the first Thursday in April in the preceding fiscal year and
- B) deducting from that calculated number the totbSalaries of all bargaining unit members hired after December 31st of the preceding fiscal year and the totbSalaries of bargaining unit members participating in the Alternative Bonus Plans (ABP).

- i) In FY 22, FY 23, ~~and~~ FY 24, and FY 25, the Compensation Distribution Pool shall be 4.5% of that resulting number or the Distribution Pool Floor, whichever is higher.

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 will not be considered.

14.2 Distribution Pool Floor

The Distribution Pool Floor is a calculated number that defines the lower limit of the Distribution Pool for fiscal years 2022, 2023, ~~and~~ 2024, and FY 2025. For FY 22, the Distribution Pool Floor shall be 104.125% of the Distribution Pool Floor used for FY 21. In FY 23 the Distribution Pool Floor shall be 102.25% of the Distribution Pool Floor in FY 22. In FY 24 the Distribution Pool Floor shall be 102.7% of the Distribution Pool Floor used for FY 23. In FY 25 the Distribution Pool Floor shall be 102.925% of the Distribution Pool Floor used for FY 24.

14.3 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)¹ in FY 22, FY23, ~~and~~ FY 24 and FY 25 except for 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. The amount of each eligible faculty member's EAGWI is a function of where the member's 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 Appendix 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

¹ This is the definition of bSalary for calculations of EAGWI and Merit only.

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 23, ~~and FY 24~~ and FY 25.
- i. Each faculty member's CPMR equals the ratio of the member's work RVUs earned (eRVU) divided by the member's 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 FY22 only, wRVUs for each clinical member will be equal to rRVU for the period of October 1 2020 – March 31, 2021, multiplied by 2.
 - v. 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 a. and b, above), each weighted by the relative efforts.

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 FY 22, the EAGWI multiplier will be the number needed to allocate 50% of each Distribution Pool for SOM and SODM to EAGWI and 50% to the Faculty Merit Plan (FMP) for faculty not on ABPs. For FY 23, the EAGWI multiplier will be the number needed to allocate 60% of each Distribution Pool for SOM and SODM to EAGWI and 40% to the Faculty Merit Plan (FMP) for faculty not on ABPs. For FY 24, the EAGWI multiplier will be the number needed to allocate 70% of each Distribution Pool for SOM and SODM to EAGWI and 30% to the Faculty Merit Plan (FMP) for faculty not on ABPs. For FY 25, the EAGWI multiplier will be the number needed to allocate 60% of each Distribution Pool for SOM and SODM to EAGWI and 40% to the Faculty Merit Plan (FMP) for faculty not on ABPs. Faculty on ABPs (*see 14.5*) will be paid EAGWI calculated

using the EAGWI multiplier for the current FMP each fiscal year. Individual EAGWI distributions are calculated as $EAGWI/100 \times \text{academic bSalary}$.

- F) 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 one and one-half percent (1.5%) 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 an unacceptable score or two consecutive years of marginal scores on the 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.

- G) 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 Appendix A.
- H) 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 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 one-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 percent and one-half (1.5%), or the EAGWI, whichever is smaller. Appendix B provides figures and examples illustrating how wage increase depends upon CPMR value.
- I) 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 their bSalary. However, when the faculty member's bSalary reaches the seventy-fifth (75th) percentile of the salary for the member's 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 Appendix A.

- J) The effective dates of EAGWIs will be the first full pay period in each fiscal year.
- K) A portion of the compensation pool shall be set aside in escrow based upon the average rate of error corrections over the preceding three fiscal years in which there was an increase. This escrow account will be apportioned into SOM and SODM pools respectively, and used to provide distributions where adjustments will occur after the EAGWI effective date for each fiscal year. 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. Faculty appeals for corrections or errors must be provided before October 31st of each fiscal year to be corrected using this escrow account. The funds not expended in this escrow account by April 1st of the final year of this contract will be added back to the SOM and SODM merit pools. Distribution of the remaining funds will be paid out in lump sum bonus payments in the final pay period of FY ~~2024~~ 2025, to those who were in the bargaining unit as of June 30, ~~2023~~ 2024, based upon each faculty member's total merit fraction used in FY ~~23~~ 24.

14.4 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~~ will be the first full pay period in each fiscal year and will include lump sum bonuses.

A) Faculty Merit Plan – SODM and Academic Portion in SOM

All faculty members not enrolled in the Alternative Bonus Plan (ABP; 14.5 below), and with an academic merit rating of acceptable or above, are eligible in each fiscal year, for academic merit (aMerit) distributions under the FMP.²

- 1) 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. To be eligible for aMerit distribution, a faculty member must have an

² 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.

overall score of acceptable or better during the academic evaluation period from the previous calendar year.

2) Faculty effort 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].

3) A faculty member's aMerit Multiplier for each year is multiplied by the member's 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].

4) 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]

B) Faculty Merit Plan – SOM Clinical Portion

- 1) The Clinical Merit Pool shall be split into clinical productivity merit 70% and "Good Standing" merit 30%. A clinical faculty member may be eligible for "Good Standing" merit even though he or she does not satisfy the criteria for clinical productivity merit.
- 2) In order to qualify for clinical merit (cMerit) distributions, a clinical faculty member's CPMR (described in 14.3 (E) above), must be equal to or greater than 0.80 for the previous one year period from April 1st to March 31st. Alternatively, a clinical faculty member can qualify for cMerit distributions, regardless of the member's CPMR, if their 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 nonUMG clinical activity will equal one (1.0).

- 3) 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. Appendix C provides figures and examples to illustrate implementation of these principles.
- 4) The clinical faculty member's cMerit Multiplier in each fiscal year is multiplied by the member's bSalary times their clinical effort to arrive at the clinical cMerit Product. [cMerit multiplier x bSalary x clinical effort = clinical cMerit product].
- 5) 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]
- 6) 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.
- 7) cMerit, shall be based, in part, upon "Good Standing".
 - a) Eligibility for the "Good Standing" portion of cMerit includes two (2) "threshold" requirements:
 - i. completion of Mandatory and Compliance Training for the most recent calendar year, and
 - ii. no reprimand or violations of Rules of Conduct.
 - b) For faculty members meeting the threshold requirements, the "good standing" element of cMerit calculation will include weighted elements for:
 - i. CGCAHPS performance,
 - ii. effective clinical scheduling, and
 - iii. the Chair's/ Center Director's discretionary allocation.

- c) CGCAHPS performance will be measured as follows: CGCAHPS surveys for clinic visits will utilize the 7 questions about provider communication activity for the most recent calendar year attached as Appendix C. The weighting will be as follows:

Raw scores from the responses to 7 questions regarding provider communication are provided for each provider, along with an aggregate score. The raw scores are compared to the UHC benchmark with a corresponding percentile. If the aggregate percentile is below the 45thile, a weight of 0 is given. A weight of 5 is given if the best percentile is at or above the 75thile. Weights from 0 to 5 are interpolated for percentiles between the 45thile and the 75thile. The interpolation is given below, where x is the best aggregate percentile:

For $x < 45$, the weighting is 0
For $x \geq 75$, the weighting is 5
For $45 < x < 75$, the weighting is $0.1667(x-45)$

A minimum number of 28 surveys per year is required to provide a valid assessment of provider performance. If this number of surveys is not obtained, the faculty member will be assigned a weight of 1. Where no surveys are utilized for a clinical specialty the weight assigned will be 1.

Distribution of the pool of dollars as follows:

Individual share = ((indiv points X clinical salary) / sum of everyone's (points X clinical salary)) X CGCAHPS merit pool dollars.

- d) Effective clinic scheduling will be determined as follows: cMerit will be given for effective clinical scheduling if there are no avoidable clinic appointment bumps, or up to two excused avoidable bumps as determined by the Chair/Center Director in the previous calendar year. Faculty who qualify for effective clinical scheduling merit will receive his or her respective fraction of the clinical scheduling merit pool based upon his or her clinical FTE and salary.
- e) The available department pool (calculated in dollars) for the Chair/Center Director discretionary portion of cMerit will be based on the clinical salaries within the department, and only those faculty members with clinical effort are eligible to receive this discretionary cMerit. Distribution of this pool is at the discretion of the Chair/Center Director, who may consider faculty contributions to the Department or UConn Health, grand rounds attendance, fellowship interviews and seminars, and other activities.

- f) The “Good Standing” pool shall consist of 30% of the cMerit pool, and shall be distributed as follows:

20% - CGCAHPS performance
5% - Effective clinical scheduling
5% - Chair’s/Center Director’s discretion

14.5 Alternative Bonus Plan (subsections I and J)

I) The duration of an ABP for any faculty member shall be subject to the provisions of Article 17 (Multi-Year Appointments) and in no event shall extend beyond June 30, ~~2026~~ 2027 for Assistant Professors or June 30, ~~2027~~ 2028 for Associate or Full Professors. After June 30, ~~2024~~ 2025, no ABP bonuses will be paid until a new collective bargaining agreement is in force. However, if the Parties are unable to reach a successor agreement prior to July 1, ~~2024~~ 2025 due to circumstances beyond the control of the Parties, then UConn Health may continue to pay the full compensation to faculty on ABPs.

J) The specific terms of ABPs in place beyond FY 2025 may be subject to change pursuant to the terms of a successor CBA.

All other provisions of Article 14 remain unchanged.

ARTICLE 16

PROFESSIONAL DEVELOPMENT

16.3 Continuing Dental and Medical Education Support (CDME Professional Development Fund): A fund is established for continuing dental and medical education support in accordance with the following. In each year of the Agreement the following amounts shall be allocated, in no event shall the individual benefit for the CDME Professional Development Fund be altered or increased;

FY 2023	\$125,000
FY 2024	\$125,000
<u>FY 2025</u>	<u>\$125,000</u>

During the term of this Agreement, unused funds at the end of fiscal year expire. In no event shall CDME Professional Development funds be extended beyond the expiration of the term of the collective bargaining agreement.

Annually, each eligible ~~full-time~~ faculty member shall, upon request, receive up to a maximum of \$1,000 from the CDME Professional Development Fund for any academic-related travel expenses (e.g., airfare, lodging, conference registration fees, per diem for meals, etc.). For a faculty member to access and receive CDME professional Development 1) the faculty member must have no available funding in individual accounts (academic enhancement accounts), department, or grant

funds (DCAA) available to the faculty member which may be spent on CDME professional development; and 2) CDME Professional Development funds are available in that fiscal year.

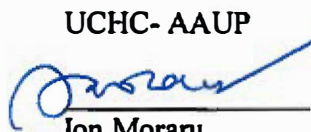
Such travel expenses shall require prior approval of the faculty member's department or unit head. The CDME Professional Development funds shall be on a first come, first served basis. Faculty with access to Article 16.1 professional development funds shall be required to exhaust such funds prior to applying for CDME funds.

ARTICLE 27 DURATION

27.1 Except as provided for within and as amended, the parties agree that this Agreement shall be in effect through June 30, 2025.

If this tentative agreement is neither submitted along with other tentative agreements, nor approved by the Legislature neither party may use this tentative agreement as bargaining history. Neither party may use this tentative agreement or the negotiations resulting in this tentative agreement for a one-year extension as evidence in future collective bargaining to demonstrate the history between the parties.

UHC- AAUP

 3/5/24

Ion Moraru
Chief Negotiator

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 3/5/24

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