

UConn HEALTH

July 21, 2017

Lisa Grasso Egan
Undersecretary for Labor Relations
State of Connecticut
Office of Policy and Management
450 Capitol Avenue
Hartford, CT 06106-1379

Re: University of Connecticut Health Center Chapter of the American Association of University Professors (AAUP) Bargaining Unit Contract Changes

Dear Undersecretary Egan:

The following summarizes the economic provisions and language changes contained in the 2016 – 2021 University of Connecticut Health Center Chapter of the American Association of University Professors Bargaining Unit contract.

Article 12 COMPENSATION

Modified in accordance with SEBAC economic framework:

Section 12.1 In FY 20 and FY 21 there shall be an amount of dollars dedicated to faculty compensation (“Compensation Pool”) of 5.5% in each year. Calculation and distribution of this Compensation Pool is set forth in detail in Article 13. In FY 19 all faculty members on the payroll as of July 1, 2018 shall be paid a bonus of \$2000. The bonus will be paid in the first payroll period in FY 19 and will not be added to a member’s base salary amount.

Section 12.5 Furlough Days In FY 18, UConn Health will reduce the faculty members’ salary by an amount corresponding to three furlough days and shall make such reductions on a proportionate basis from the members’ biweekly compensation in the FY18 pay periods that occur after ratification of the contract. Faculty members may take three furlough days during FY 18 in consultation and coordination with their Department chair. Faculty members who begin their employment during FY 18 will have the furlough days and reductions pro rated.

Article 13 FACULTY COMPENSATION DISTRIBUTIONS

Modified in accordance with SEBAC economic framework and incorporates existing language from MOA reached 5/29/13:

13.1 Compensation Distribution Pool

For the purpose of calculating the amount available in fiscal years FY 20 and FY 21 for EAGWIs and merit distributions out of the Compensation Pool as set forth in Article 12, 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 20, the Compensation Distribution Pool shall be 5.5% of that resulting number or the Distribution Pool Floor, whichever is higher.
 - ii) In FY 21, the Compensation Distribution Pool shall be 5.5% 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.

13.2 Distribution Pool Floor

The Distribution Pool Floor is a calculated number that defines the lower limit of the Distribution Pool for fiscal years 2020 and 2021. For FY 20, the Distribution Pool Floor shall be calculated by taking a “snapshot” on the first full payroll period in July 2017 of the totbSalaries and deducting base salaries of faculty on ABPs on that date. For FY 21 the distribution Pool Floor will be 104.125% of the Distribution Pool Floor used for FY 20.

13.3 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 20 and FY 21 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 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 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 and

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

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 20 and FY 21.
 - 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 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 20 and FY 21 the EAGWI multiplier will be the number needed to allocate 75% of each Distribution Pool for SOM and SODM to EAGWI and 25% to the Faculty Merit Plan (FMP) for faculty not on ABPs. Faculty on ABPs (see 13.5) will be paid EAGWI calculated using the EAGWI multiplier for each fiscal year. Individual EAGWI distributions are calculated as $EAGWI/100 \times$ 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.

For FY 20 the aggregate academic year evaluations for 2015, 2016 and 2017 will apply. For FY 21 the aggregate academic evaluations for 2018 and 2019 will apply.

- 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 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 Appendix A.
- J) The effective dates of EAGWIs will be the first full pay period in each fiscal year.
- K) For FY 20 only, the fraction of the total distribution pool attributed to the partial pay period beginning July 1, 2019 will be placed into an escrow account. 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 2021, to those who were in the bargaining unit as of June 30, 2019, based upon each faculty member's total merit fraction used in FY 20.

13.4 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; 13.5 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 overall score of acceptable or better during the academic evaluation period from the previous calendar year. For FY 20 eligibility for aMerit is based on the aggregate of eligibility for academic years 2015, 2016 and 2017. For FY 21 aMerit eligibility is based on the aggregate of eligibility for academic years 2018 and 2019.

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 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].

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

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.

member's CPMR (described in 13.3 (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 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).

- 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 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].
- 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 $0.1667 \times (x-45)$

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 = $((\text{indiv points} \times \text{clinical salary}) / \text{sum of everyone's} (\text{points} \times \text{clinical salary})) \times \text{CGCAHPS merit pool dollars}$.

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

13.5 Alternative Bonus Plan

UCONN Health and the AAUP shall establish an Alternative Bonus Plan (“ABP”).

- A) Current bargaining unit faculty and any new hires may be offered the option of participating in the ABP at the discretion of the UCONN Health.
- B) When UCONN Health 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 UCONN Health and the AAUP. This description will also be presented to the current bargaining unit member or new hire as an attachment on the front of the ABP offer (defined as a written contract) and will contain contact information for the AAUP. Appendix D is this description.
- 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 UCONN Health 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) UCONN Health 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 UCONN Health, 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 be subject to the provisions of Article 16 (Multi-Year Appointments) and in no event shall extend beyond June 30, 2023 for Assistant Professors or June 30, 2024 for Associate or Full Professors.. After June 30, 2021, 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 2021 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 2021 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 UCONN Health, or the FMP pathway.

13.6 Initial Salary

The minimum base salary for new ABP hires shall be at least 80% of the AAMC target (50th percentile/median) for their rank and specialty. A portion of the base salary for faculty on an ABP may be at risk based on the metrics for that particular faculty member's ABP.

13.7 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; or iii) a change in duties mutually agreed upon between UCONN Health and the faculty member provided that the AAUP has been notified of any contemplated change and the faculty member has been given opportunity to consult with the Union. 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.

13.8 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.

Article 6 NONDISCRIMINATION

Section 6.1 has been updated to include pregnancy, ethnicity, religious creed, transgender status, gender identity or expression, and veteran status and has replaced "disability status" with "physical disability, intellectual disability, past or present history of mental disability, learning disability".

Article 7 DISCIPLINE

Section 7.3 (E) paragraph 2- Deleted

Article 9 JOINT TASK FORCES

Section 9.2- Deleted

General Provisions (f) has been modified to reflect that proceeding to arbitration shall constitute a waiver of rights to judicial review by either party by adding, “*except where prohibited by law.*”

Article 10 LABOR MANAGEMENT COMMITTEES

Section 10.1 Deleted and replaced. UConn Health and the AAUP agree to convene periodic labor-management meetings on matters of mutual concern to either party.

Section 10.2 Deleted and replaced. Starting January 2018, the parties shall establish a Committee on Work/Family Balance to address issues of work/family balance impacting the family. The Committee will consist of an equal number of union and management representatives. This Committee will jointly make recommendations to the Deans and the Board as to the best practices and strategies for enhancing work/family balance issues.

Article 11 Job Security

Modified to incorporate SEBAC 2017 Job Security Provisions:

Section 11.1 The contracts of in-residence faculty, with the exceptions of faculty as provided in Section 11.2 below, shall be automatically renewed for periods covering FY 18, FY 19, and FY 20. However, the foregoing automatic renewal language will not apply to any nonrenewal decisions made prior to the effective date of this Agreement. After FY 20, UConn Health may non-renew contracts with or without cause.

Section 11.2 The following exceptions shall apply to automatic renewal of faculty contracts, as set forth in 11.1, above:

- a. when UCONN Health entirely eliminates a program;
- b. when a faculty member has failed to achieve promotion or tenure as specified in the *By-Laws*;
- c. when funding sources for salary support of faculty are reduced or eliminated and such funding sources are external to UCONN Health, as identified in the faculty member’s appointment and/or reappointment letter issued after July 1, 2017.
- d. when the Health Center alleges a failure of a faculty member to perform;
- e. when a faculty member is on the probationary period set forth in Article 16 (D) or has been appointed to the faculty under Article 16.1(a)(iii).
- f. when faculty are hired on or after July 1, 2017.

Section 11.3 When a faculty appointment is non-renewed by UCONN Health in FY 18, FY 19, or FY 20 because of a claim of failure to perform, the faculty member shall be entitled to process a grievance pursuant to the collective bargaining agreement grievance procedure. This shall be the exclusive

remedy available to challenge such non-renewals.

Section 11.4 In the event of a non-renewal consistent with the provisions of this Article, UCONN Health will continue its current practice of providing six (6) months of notice to faculty members whose contracts will not be renewed. The Union shall receive notification at the same time notification is provided to the faculty member.

Section 11.5 Nothing contained in this Agreement limits or restricts UCONN Health's right to terminate a current faculty member for just cause as set forth in the collective bargaining agreement.

13.9 Joint Standing Committee

The AAUP and UCONN Health 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 UCONN Health to make work assignments.

Article 14 DURATION- Replaced with Article 14 PARKING

Section 14.1 Current parking rates for area passes shall be in effect until July 1, 2018.

Section 14.2 UConn Health shall give notice to the AAUP of any material changes to the existing parking scheme.

NEW Article 15 PROFESSIONAL DEVELOPMENT

All Assistant Professors in the School of Medicine and all Clinical Instructors and Assistant Professors in the School of Dental Medicine hired on or after July 1, 2018 will have access to a minimum of \$500 annually for the first five years or until promotion to senior rank, whichever occurs first, for the purpose of professional development. The funding for professional development will be identified by both the Dean and Chair/Center Director and may arise from the following types of funding streams including but not limited to Academic Enhancement Funds, Graduate Medical Education Funds, Chair/Center Director professional development funds and/or philanthropic gifts. If a faculty member does not use his/her professional funds by June 30 of the fiscal year in which they were allocated, the funds will be forfeited. In no event shall professional development funds accrue from year to year or be the basis of any lump sum payment upon separation.

Professional Development funds will be used for academic or professional purposes consistent with the guidelines associated with the funding source.

NEW Article 16 MULTI-YEAR APPOINTMENTS

Incorporates existing language from MOA reached 8/25/15

16.1 Terms of In-Residence Faculty Appointments

- A. **Initial Appointments.** Initial appointments for all in-residence faculty and SODM clinical-track faculty, regardless of rank, shall be for a minimum of two years, unless (i) the new faculty member requests an appointment of less than two years; (ii) there is no available external funding for a two year appointment; or (iii) the individual is joining the faculty as a result of a private practice being acquired by the UConn Health. All initial appointments shall have a probationary period (see I.D.).
- B. **Re-Appointments** – Except when a decision has been made not to renew, the standards for re-appointment shall apply to all in-residence faculty and SODM clinical-track faculty with the exception of faculty who joined the UConn Health as a result of the purchase of a private practice.
1. **Period of Re-appointment.** Reappointments beyond the initial appointment for Assistant Professors shall be for a minimum period of two (2) years, provided the faculty member has achieved his or her Reappointment Standard, and external funding to support the position is available for the appointment period. Nothing herein prevents a faculty member from requesting re-appointment to a term less than two years. Reappointments beyond the initial appointment for all Associate and Full Professors shall be for a minimum period of three (3) years provided the faculty member has achieved his or her Reappointment Standard, and external funding to support the position is available for the appointment period. Nothing herein prevents a faculty member from requesting re-appointment to a term less than three years. Faculty who receive a three-year appointment will be assessed on the first year's continuing activity in the final quarter of that year using the academic target in I.B.2.(a) and the 50th percentile of the most recent UHC target for their specialty referenced in I.B.2.(b). For faculty on an ABP, the review will apply the standards set forth in the faculty's ABP. Both FMP and ABP faculty who have not met these standards may have their appointment reverted back to a total of two (2) years at the discretion of UConn Health.
 2. **Re-appointment Standard.** The Reappointment Standard for faculty compensated under the Faculty Merit Plan (FMP), is set forth in I (B) (2) (a) and (b), below. For faculty compensated under an Alternative Bonus Plan (ABP), the Reappointment Standard shall be specific, objective and verifiable criteria as set forth in their appointment letter. If a faculty member has not achieved his or her Reappointment Standard, UConn Health may renew the appointment for a period less than two (2) years or three (3) years, respectively, or non-renew.
 - a. **Academic Target.** For faculty participating in the FMP, the academic target is a rating of acceptable or higher, and
 - b. **Clinical Target.** For faculty participating in the FMP, the Clinical Target shall be the 55th percentile of the most recent UHC number for each specialty.
 3. **Elimination of a Program.** During the second year of any re-appointment or any subsequent year, the appointment may be terminated (with six months' notice) prior to its end date, if UConn Health decides to eliminate a program.
 4. The Reappointment Standards set forth above shall not apply to the next renewal for faculty members participating in an ABP as of June 30, 2015. However, with

that next level renewal, and provided that faculty member continues to participate in an ABP, his or her re-appointment letter shall set forth the criteria comprising his or her Reappointment Standard as defined above in I (B) (2). All new ABP appointment letters, whether initial appointments or renewal appointments, shall set forth the specific criteria comprising the Reappointment Standard.

5. For reappointment decisions made in 2018 for appointment periods covering FY19, the Clinical Target will be reduced to the 50th percentile of the most recent UHC number for that each specialty. If the faculty member does not meet the 50th percentile, then the faculty member's reappointment will be for one year, regardless of whether the faculty member is an Assistant, Associate or Full Professor. The same Clinical Target (50th percentile) and procedure above will apply for reappointment decisions made in 2019 for appointment periods covering FY 20. For reappointment decisions made in 2020 for appointment periods covering FY21, the Clinical Target will return to the 55th percentile of the most recent UHC number for each specialty. If at that time a faculty member has not achieved his or her Reappointment Standard, UConn Health may renew the appointment for a period less than two (2) years or three (3) years, respectively, or non-renew.

- C. **Appointment End Dates.** When possible, the end dates of all in-residence faculty appointments shall be based on fiscal years. Exceptions include, but are not limited to:
1. when a faculty member asks for a different end date in order to accept a new position, seek further education ,move away from the area, etc.,
 2. when U.S. State Departments for visa applications dictate otherwise.
 3. when funding is not available for a full year the end of the appointment period, or
 4. the final year of appointment for a faculty member hired under the "Exceptional Post Doc Policy" where employment is for a maximum of three years.

AAUP will be informed of any other exceptions.

- D. **Probationary Period.** All initial in-residence faculty appointments shall include a twelve (12) month period of probation. This probationary period applies to all incoming faculty and will not be waived. The period of probation and its terms will be specifically set forth in the appointment letter.
1. **Extension of probationary period.** A faculty member's probationary period may be extended after periods of leave without pay, use of sick leave, or use of other leave for family and medical leave purposes when a leave exceeds 20 working days. The period of extension shall be equal to the length of time the faculty member was absent. When the probationary period is extended for this reason, the faculty member shall receive written notification, with a copy to the Union, setting forth the length of the extension. There shall be no more than two extensions of the probationary period during the probationary year.
 2. **Termination during the probationary period.** During the probationary period, the Chair/Center Director, with the written approval of the Dean, may terminate the employee's appointment. Written notification of the termination will be provided. There shall be no appeal of such a decision within any University forum or the contractual grievance procedures. A faculty member terminated during the

probationary period shall have the option of being informed orally by the Dean or Dean's designee of the reasons for the termination. A faculty member given notice of termination during the probationary period shall be considered to be dismissed during the probationary period even if the last day of employment falls outside the probationary period. Termination during the probationary period is neither a nonrenewal nor a dismissal for cause.

16.2 Non-Renewal of Appointments/Early Departure Initiated by Faculty Member

A. When non-renewal occurs for a basic science faculty member or a faculty member with less than 20% clinical effort, that faculty member may terminate employment with UConn Health without penalty, with a three (3) month notification. B. If a faculty member is non-renewed or reappointed with reduced FTE, notification shall be given to that faculty member no later than April 1 or three months prior to the end date of his or her current appointment.

C. Faculty with 20% or greater clinical effort who receive notification of non-renewal or appointment with reduced salary or FTE may request release from the six month notification period.

16.3 Initial FTE and Effort Distribution

A. Each faculty member shall have his or her FTE and initial distribution of effort set forth in his or her initial appointment letter. For initial appointments, the faculty member's FTE shall be maintained throughout the term of appointment unless the faculty member requests an FTE reduction or there is loss of external funding. Effort distribution may be changed at any time, including during initial appointment.

NEW Article 17

FTE FOR UNION LEADERSHIP

17.1 Effective July 1, 2016, the President, Vice-President, and Secretary/Treasurer shall be granted .10 FTE each for the performance of official union representational duties. This FTE amount shall be designated as administrative time with resulting changes in faculty members' effort allocation being determined by his/her Chair/Center Director in consultation with the faculty member. The Chair/Center Director will exercise his/her discretion in a reasonable manner.

17.2 Effective July 1, 2016, the UCHC-AAUP shall reimburse UConn Health for salary and fringe for FTE on a quarterly basis.

17.3 The AAUP shall provide UConn Health a list after every union election of the individuals occupying the above positions.

17.4 During each contract year, no more than three (3) faculty members may be designated by the union to attend the annual AAUP conference/training for a total of no more than three (3) working days. Such time shall be designated as a no-cost travel authorization

NEW Article 19 CLINICAL EFFICIENCY AND BEST PRACTICES

19.1 UConn Health will use its best efforts to include relevant bargaining unit faculty members in discussions concerning the implementation of policies and systems regarding such matters as electronic medical records, clinical scheduling and the efficient delivery of quality patient care.

19.2 The parties agree that the faculty involvement contemplated in 19.1 above may be a topic of discussion in the LRMC meetings pursuant to Article 10.1.

NEW Article 22 FACULTY EDUCATIONAL MATERIALS

22.1 UConn Health agrees that a faculty member has rights to educational materials developed by the faculty member, including the member's pre-existing work that is incorporated into educational materials. UConn Health agrees that the faculty member retains all rights of ownership in such materials. The faculty member agrees, however, to grant UConn Health a non-exclusive, royalty-free perpetual license to use, modify, or update such materials and combine the materials with other educational materials. UConn Health agrees that the faculty member retains all other rights of ownership to the educational materials and will be credited and acknowledged in all UConn Health uses of the work.

22.2 The faculty member retains the right to use the substantive content of these educational materials, without further consent or approval of UConn Health, in any scholarly or creative works. In particular, the faculty member retains the right to use the content in textbooks, journal articles, conference presentations, consulting projects, other scholarly works or professional activities, and in courses at other universities if the faculty member has left the full-time employment of UConn Health. Upon departure, a faculty member who believes that the educational materials contain erroneous information may request that his or her work be non-attributed and that his or her name be redacted from the materials.

NEW Article 23 LONG-TERM DISABILITY INSURANCE

23.1 UConn Health will provide a long-term disability insurance benefit to bargaining unit members with .5 FTE or greater. Said long-term disability policy will provide for a minimum benefit of 60% of monthly rate of basic earnings, a 3% COLA adjustment and an \$8,000 monthly maximum benefit.

23.2 Effective January 1, 2017, bargaining unit members hired or rehired by UConn Health will be eligible for long-term disability insurance only if they are in the Alternate Retirement Plan (ARP). Bargaining unit members enrolled in any other retirement plan (i.e. SERS, Hybrid) will be excluded from coverage.

23.3 Bargaining unit members excluded from long-term disability coverage as provided above, will be given information on how to buy long-term disability insurance through the State of Connecticut Supplemental Benefits program.

23.4 UConn Health and UCHC-AAUP agree that the next RFP issued for a long-term disability policy will request that interested bidders include in their responses an option for eligible faculty bargaining unit members to purchase, at their expense, additional benefit coverage above the \$8,000 monthly maximum benefit to a monthly maximum benefit of \$12,500.

NEW Article 24 CURRENT MEMORANDUMS OF AGREEMENT

24.1 All Memorandums of Agreement currently in effect will be extended to the end of this agreement. These include the May 21, 2013 MOA on the School of Dental Medicine Executive Council, the July 15, 2014 MOA on Post-Tenure Review, the November 3, 2015 MOA on Two-Year Appointment Non-Renewal Extensions, and the January 15, 2016 MOA on Pass-through Faculty.

Article 25 DURATION (formerly Article 14)

Section 25.1 has been amended to reflect that this Agreement shall be in effect through June 30, 2021.

ATTACHMENT A UCHC/AAUP salary mapping principles

ATTACHMENT B Impact of CPMR value on wage increase

ATTACHMENT C MOA SODM Executive Council for Faculty Merit Review

ATTACHMENT D Summary of Provisions of the Faculty Merit Plan (FMP) and the Alternative Bonus Plan (ABP)

ATTACHMENT E Compensation section for ABPs

John Peeples

Vice President of Human Resources