

## MEMORANDUM OF AGREEMENT

Between

The University of Connecticut Health Center Board of Directors (UCHC)

And

UCHC - American Association of University Professors (UCHC-AAUP)

This Memorandum of Agreement (MOA) represents the agreement of the parties with respect to the issues discussed in the contract reopener of July 1, 2014 pursuant to Article 13.1 of the current Collective Bargaining Agreement (CBA). The understandings set forth in this MOA shall become part of the current collective bargaining agreement effective July 1, 2015.

This MOA is contingent on the ratification by the UCHC-AAUP membership and the approval of the Health Center Board of Directors.

### I. Terms of In-Residence Faculty Appointments

A. **Initial Appointments.** Initial appointments for all In-residence 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 Health Center. 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 with the exception of faculty who joined the Health Center as a result of the purchase of a private practice.

1. **Period of Re-appointment.** Reappointments beyond the initial appointment shall be for a minimum period of two (2) years, regardless of rank, 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.

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 his or her appointment letter. If a faculty member has not achieved his or her Reappointment Standard, the Health Center may renew the appointment for a period less than two (2) years 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 for FY 2016 shall be the 55th percentile of the 2015 UHC number for each specialty.

3. Elimination of a Program: During the second year of any re-appointment, the appointment may be terminated (with six months' notice) prior to its end date, if UCHC 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 renewal, 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.

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 US State Department requirements for visa applications dictate otherwise,
3. when funding is not available for a full year at 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.

## **II. 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 the Health Center without penalty, with a three (3) month notification. In such a case, if the faculty member has a Covenant Not to Compete, the post-employment period of the Covenant shall begin the day after the faculty member's salary is terminated.
- 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 reappointment with reduced salary or FTE may request release from the six month notification period.

## **III. 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.

- B.** The parties agree to meet and discuss the topic of academic effort related to promotional criteria consistent with the provisions of Article 9 of the collective bargaining agreement. This Article 9 task force will convene no later than September 15, 2015. If the recommendations of the task force are agreed to by the parties, such agreement will be embodied in an MOU.

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#### IV. Clinical Merit (cMerit) for FMP faculty

- A. Clinical merit, as set forth in Section 7 of the May 29, 2013 MOU on compensation, shall be based, in part, upon “Good Standing”.
- B. Eligibility for the “Good Standing” portion of cMerit includes two (2) “threshold” requirements:
1. completion of Mandatory and Compliance Training for the most recent calendar year, and
  2. no reprimand or violations of Rules of Conduct.
- C. For faculty members meeting the threshold requirements, the “good standing” element of cMerit calculation will include weighted elements for:
1. CGCAHPS performance,
  2. effective clinical scheduling, and
  3. the Chair’s/Center Director’s discretionary allocation.
- D. 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 A. 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 45<sup>th</sup>ile, a weight of 0 is given. A weight of 5 is given if the best percentile is at or above the 75<sup>th</sup>ile. Weights from 0 to 5 are interpolated for percentiles between the 45<sup>th</sup>ile and the 75<sup>th</sup>ile. 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 = (( indiv points X clinical salary) / sum of everyone's (points X clinical salary)) X CGCAHPS merit pool dollars.

- E. 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.
- F. 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 the Health Center, grand rounds attendance, fellowship interviews and seminars, and other activities.
- G. The "Good Standing" pool shall consist of 30% of the cMerit pool, and shall be distributed as follows:

For FY 16

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

The other 70% of the cMerit pool will be distributed as previously defined in the Memorandum of Agreement dated 5/29/13.

**V. Issues Precluded From Next Round of Bargaining**

The parties agree that the provisions set forth above shall be carried over, unchanged (with the exception of housekeeping items and the Clinical Target set forth in I(B)(2)(b)) into the successor collective bargaining agreement commencing on July 1, 2016. Other than that restriction, the parties are each free to raise whatever non-economic and economic matters they wish in the next round of negotiations.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2015

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Karen Duffy Wallace Esq.  
Labor Relations, UConn Health

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Executive Director, UCHC-AAUP