# <u>UCONN Health and AAUP-UCHC</u> Tentative Agreement Summary 6/20/17

Pursuant to negotiations that concluded on June 19, 2017, the Parties have agreed as follows:

1. <u>Tentative Agreements To Date:</u> see attached.

## **2. Economic Framework** (SEBAC Framework)

FY	Compensation Pool Amount	Distribution Pool Ratio (EAGWI/FMP)	CPMR cut-offs for FMP
17	0	-	-
18	0	_	-
19	0*  * \$2000 bonus paid to all faculty members (7/1/18)	_	_
20	5.5%	75%/25%	.80
21	5.5%	75%/25%	.80

## 3. Compensation Pool

• Modify language for Article 12 and Article 13 to be consistent with the foregoing framework.

#### 4. Distribution Pool Floor

- Establish Distribution Pool Floor for FY 20 as of July 1, 2017.
- Distribution Pool Floor for FY 21 is 104.125 % of distribution pool floor for FY 20.

#### 5. EAGWI

• Minimum EAGWI 1.5% for marginal academic evaluation

#### 6. ABPs

New 13.5 (I) -

#### 13. 5 (I) [Revised]

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 it extend beyond

June 30, 2023 for Assistant Professors or June 30, 2024 for Associate and 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 thereafter.

#### 7. Job Security

The Parties agree to modify Article 11 as follows:

# ARTICLE 11 JOB SECURITY

- 11.1 The contracts of in-residence faculty, or 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.
- **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.
- 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.

- **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.
- 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.

#### 8. <u>Multi-Year Appointments</u>

In furtherance of the job security provisions above, the Parties agree to modify Article 16 (multi-year appointments) as follows:

- For reappointment decisions made in 2018 for appointment periods covering FY 2019, the Clinical Target will be reduced to the 50<sup>th</sup> percentile of the most recent UHC number for each specialty. If a faculty member does not meet the 50<sup>th</sup> 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 (50<sup>th</sup> percentile) and procedure above will apply for reappointment decisions made in 2019 for appointment periods covering FY 2020.
- For reappointment decisions made in 2020 for appointment periods covering FY 2021, the Clinical Target will be returned to the 55<sup>th</sup> percentile of the most recent UHC number for each specialty. 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.

# 9. <u>Professional Development</u>

The Parties agree to Article 15, Professional Development, which was previously TA'd on February 29, 2016.

# 10. Furlough Days

The Parties agree that the three furlough days in FY 18, as outlined in the SEBAC framework, will be applied in the following general matter, with specific language to be drafted based on the following concept.

UConn Health will reduce the faculty members' FY 18 salary an amount corresponding to three furlough days, and shall make such reductions on a proportionate basis from the members' biweekly compensation in the FY 18 pay periods that occur after ratification of this Agreement. 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.

## 11. Duration

Five (5) years. July 1, 2016 to June 30, 2021

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For the Union	For UConn Health	
6/28/17	6/28/17	
Date	Date	