

**MEMORANDUM OF AGREEMENT
BETWEEN
UCONN HEALTH
AND
THE UCHC-AAUP**

WHEREAS, the UConn Health (the “UCH”) and the University of Connecticut Health Center Chapter of the American Association of University of Professors (“UCHC-AAUP”) (collectively, the “Parties”) are parties to a collective bargaining agreement effective July 1, 2016 through June 30, 2021; and

WHEREAS, the Parties have engaged in negotiations for a successor agreement since 2020; and

WHEREAS, the Parties reached a tentative agreement for a successor agreement on or about February 25, 2022; and

WHEREAS, the Office of Policy and Management and the State Employees Bargaining Agent Coalition (“SEBAC”) established guidelines dated February 7, 2022, which provide, *inter alia*, certain retroactive wage increases to July 1, 2021 for certain former employees; and

WHEREAS, the Union does not represent employees who have left UConn Health employment, and the University is not obligated to bargain over retroactive wage increases for former employees; and

WHEREAS, UConn Health voluntarily agrees to apply the retroactive wage increases provided for in the SEBAC guidelines to former employees covered by the UCHC-AAUP bargaining unit as set forth below;

NOW THEREFORE, the Parties agree to the following:

1. Former employees who resigned from UCH in good standing with 10 years or more of service or retired after July 1, 2021, will receive a distribution from the “Compensation Pool” in accordance with Article 13 of the successor collective bargaining agreement retroactive to the first full pay period following July 1, 2021 through the date of their separation from UCH employment.
2. The State of Connecticut will have five years from the date of legislative approval of the Parties’ collective bargaining agreement to make any necessary pension adjustments as a result of retroactivity. No interest or other penalties will accrue during this five-year period.
3. The application of this retroactive wage increase for employees who have resigned or retired from UConn Health employment prior to legislative approval of the Parties’

collective bargaining agreement shall not be used to support either Party's arguments in any future dispute.

4. The Parties agree that this Agreement is specific to this matter and collective bargaining agreement and is without precedent in any matter now or in the future between the Parties. The use or introduction of this Agreement by either Party in future negotiations, grievances, arbitrations, or any other proceeding is prohibited, except to enforce the terms of this Agreement.