

SETTLEMENT AGREEMENT

American Arbitration Association (“AAA”) Case No. 01-24-0007-4350 re Article 16
January 15, 2025

The University of Connecticut Health Center (“UConn Health”), and the University of Connecticut Health Center Chapter of the American Association of University Professors (“UCHC-AAUP”) (collectively referred to as “the Parties”), in full and final resolution of AAA Arbitration Case # 01-24-0007-4350 and/or the underlying grievance alleging violations of Article 16, Professional Funds, of the UCHC-AAUP Collective Bargaining Agreement, hereby agree as follows:

1. UCHC-AAUP agrees that, upon the full execution of this agreement, they will immediately withdraw with prejudice the demand for arbitration alleging violations of Article 16, Professional Funds (AAA Case # 01-24-0007-4350). Further, UCHC-AAUP represent that no other claims, charges, complaints, actions, demands or grievances of any kind have been filed by UCHC-AAUP against the UConn Health regarding alleged violations of Article 16 up to November 1, 2024, and/or that no such claims, charges, complaints, actions, demands or grievances will be filed or pursued further.
2. Beginning no later than Saturday, February 1, 2025, UConn Health agrees to provide to UCHC-AAUP a monthly report and/or copies of all applications submitted through the online portal created for faculty to apply for Article 16 Professional Development Funds. Said report shall include all applications submitted under Articles 16.1 and 16.3 and the statuses of said applications (i.e., whether approved or denied).
3. Upon request from UCHC-AAUP and up to two times a year, UConn Health agrees to send to faculty an email reminder of the availability of Article 16 professional development funds.
4. UConn Health reaffirms its commitment to educating department administrative staff and Dept. Chairs to require the use of the new website to apply for Article 16 funds. UConn Health will be deemed to have satisfied this requirement by sending via email annually the link to the Guidance re Article 16.1 and 16.3 document which Dr. Nissen and/or Dr. Anna Dongari-Bagtzoglou sent via email on or around November 5, 2024.
5. The Parties agree, subject to the availability of funds, to extend the eligibility for Article 16.1’s \$500 professional development funds, up to a maximum of two additional fiscal years beyond the five-year limitation currently listed in Article 16.1, for faculty members who meet the following criteria:
 - a. hired before November 1, 2024; and
 - b. continue to hold the rank of Instructor or Assistant Professor at time of application for funds (i.e., faculty who have not been promoted); and
 - c. did not receive Article 16.1 \$500 professional development funds for each fiscal year between FY 2022-2025.

A condition precedent for the above maximum two-year extension on eligibility is that there must be available Article 16.3 funds remaining in the fund allocation to subsidize any Article 16.1 requests made during the applicable fiscal year in the extended period. Under no circumstances

will this agreement result in any faculty member being able to access any amounts more than what is available in the corresponding fiscal year's Article 16.3 fund.

The following examples are intended to illustrate the how the above paragraph 4 is to be interpreted:

- Example 1: Faculty member is hired in FY 2023. Faculty member received \$500 in FY 2023 and 2024, but not in FY 2025. Faculty member who has not been promoted would be eligible in FY 2026 and 2027 (as normal first five years), plus an extension year in FY 2028 (to make up for FY 2025).
 - Example 2: Faculty member is hired in FY 2023. Faculty member did not receive \$500 in FY 2023, 2024, or 2025. Faculty member would be eligible in FY 2026 and 2027 (as normal first five years), plus two extension years in FY 2028 and 2029 (to make up for prior years). Although Faculty member missed three years, there is a maximum 2-year extension.
6. To facilitate UConn Health complying with paragraph 5 above, UCHC-AAUP agrees to provide to UConn Health a preliminary list of eligible faculty members so that UConn Health can cross reference said list for eligibility.
 7. The Parties agree that, if the current Article 16.1's \$500 fund provision is negotiated away and not in a subsequent collective bargaining agreement, UConn Health's obligations under this settlement agreement will be rendered null and void. If in a subsequent collective bargaining agreement, the parties make changes to the amount or other aspects of junior faculty professional development funding currently within the scope of the current Article 16.1, the parties will discuss and agree regarding what modifications to this agreement, if any, are necessary to effectuate the intent of this Settlement Agreement.
 8. The Parties agree to work in good faith to effectuate the terms of this agreement.
 9. The Parties agree that this agreement is unique to these circumstances and will not be used as evidence of custom, practice or precedent in any other proceeding, except as may be necessary to enforce the provisions of this agreement.

For the Union:

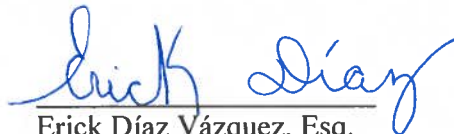
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Laura Haynes, PhD
UCHC-AAUP President

Date: January 29, 2025

For UConn Health



Erick Díaz Vázquez, Esq.
Interim Director of Labor Relations

Date: 1/31/2025