

Memorandum of Agreement Between Utica University and AAUP-Utica

WHEREAS, Utica University ("Employer" or "University") and AAUP-Utica ("Union") (collectively "the Parties") have entered into a Collective Bargaining Agreement dated June 1, 2022 through May 31, 2027 ("CBA");

WHEREAS, the parties seek to address the immediate financial circumstances facing the University.

NOW WHEREFORE, the Parties agree as follows:

- 1) The parties agree to extend the terms of the current CBA for two additional years through May 31, 2029, with the following additional terms and understandings:
- 2) **Salaries Academic Year 2024 – 2025 (Addition to 18.1)**
 - A) Any Bargaining Unit Faculty member whose annual base salary at the beginning of Academic Year 2024-2025 is \$62,500.01 or higher, will have a 12.5% reduction of the 2024-2025 base salary for half of the payments that Bargaining Unit Faculty member receives during the Academic Year, as explained in 2(C), except that no Bargaining Unit Faculty member's annual base salary shall be reduced to less than \$62,500.
 - B) Any Bargaining Unit Librarian or HEOP member whose annual base salary at the beginning of Academic Year 2024-2025 is \$60,450.01 or higher, will have a 12.5% reduction of the 2024-2025 base salary for half of the payments that Bargaining Unit Librarian or HEOP member receives during the Academic Year, as explained in 2(C), except that no Bargaining Unit Librarian or HEOP member's annual base salary shall be reduced to less than \$60,450.
 - C) Base salary reductions in 2(A) and 2(B) shall occur from January 1, 2025 through May 31, 2025 for bargaining unit members on ten-month pay schedules, and from January 1, 2025 through June 30, 2025 for bargaining unit members on twelve-month pay schedules.
- 3) **Retirement Plan Academic Year 2024 – 2025 (Addition to 19.8)**
 - A) The University contribution for bargaining unit members' retirement plans shall be 0% for half of the academic year, as explained in 3(B).
 - B) Bargaining Unit Members on 10-month pay schedules will not receive University retirement contributions for the 10 payments issued from January 2025 – May 2025. Bargaining Unit Members who receive salary on 12-month pay schedules will not receive retirement contributions from the University for the 12 payments from January 2025 – June 2025.

4) Salary & Retirement Contribution Restoration (Addition to 18.1 & 19.8)

All reduced salaries and employer retirement contributions shall be restored to their original contractual amounts on June 1, 2025 for bargaining unit members on ten-month pay schedules, and on July 1, 2025 for bargaining unit members on twelve-month pay schedules. Any deferred compensation paid during the July 2025 pay periods shall be paid at the original, non-reduced rates.

5) Retirement Exception

Any bargaining unit member who submits an irrevocable letter of retirement by January 3, 2025, identifying a date of retirement to be effective no later than May 31, 2025, will be exempt from both the salary reduction and suspension of the University retirement contribution as outlined above.

6) Retrenchment (Addition to 15)

The University and Union have entered into this Memorandum of Agreement with a goal of making economic revisions to the CBA to avoid layoffs or retrenchments. In addition to the provisions of Article 15 of the CBA, the following commitment shall also apply. No retrenchments or layoffs of bargaining unit members shall take place prior to May 31, 2025. From June 1, 2025 through May 31, 2027 retrenchments and layoffs will occur solely for the reason of the University's financial exigency. Both parties agree there will be no programmatic retrenchments at the University through May 31, 2027. This commitment will sunset as of May 31, 2027.

Any bargaining unit member who is retrenched under Article 15 ("Reductions in Force") during the duration of the CBA through May 31, 2029 shall be reimbursed the full amount of their salary reduction and University employer retirement contribution reduction incurred in academic year 2024-2025. The retrenched bargaining unit member shall receive the amount of the salary reduction in the form of a lump sum payment in their final paycheck as a member of the bargaining unit. The retrenched bargaining unit member shall receive the amount of the University employer retirement contribution in the form of a lump sum payment to their retirement account with that final paycheck as a member of the bargaining unit.

7) Salaries (Addition to 18.1)

- A) For Academic Years 2025-2026 through Academic Years 2028-2029, Bargaining Unit members employed prior to March 1 of the previous Academic Year and who have not separated from the University shall have their annual base salary increased as specified in Table 1 below.

Table 1 – Salary Increases *

AY	Base Salary Increase	Additional Fixed Sum Added To Base Salary	Reimbursement From 2020-2021 Reduction Added To Base Salary **
2025-2026 *	3.5%	\$750	10%
2026-2027 *	3.5%	\$800	None
2027-2028	3.75%	\$850	None
2028-2029	3.75%	\$900	None

* The terms for AY 2025-2026 and AY 2026-2027 were established in the parties' October 6, 2023 Memorandum of Agreement.

** Any bargaining unit member whose salary was reduced in 2020-2021 under the July 2020 Memorandum of Agreement will receive additional base salary increases equal to 10% of the amount of the bargaining unit member's 2020-2021 salary reduction in 2025-2026. Bargaining unit members who did not experience the 2020-2021 salary reduction under the July 2020 Memorandum of Agreement are not eligible for these additional base salary increases.

B) Minimum Annual Salaries

Minimum annual salaries for this period shall be:

Table 2 – Minimum Annual Salary *

Rank	2025-2026	2026-2027	2027-2028	2028-2029
Assistant Professor/ Professor of Practice	\$63,500	\$64,500	\$65,500	\$66,500
Associate Professor	\$74,000	\$75,250	\$76,500	\$77,750
Professor	\$92,500	\$94,000	\$95,500	\$97,000
Distinguished Professor	\$108,000	\$110,000	\$112,000	\$114,000
Librarian I	\$60,450**	\$61,450**	\$62,450**	\$63,450**
Librarian II	\$67,200	\$68,300	\$69,400	\$70,500
Librarian III	\$77,400	\$78,600	\$79,800	\$81,000
HEOP Counselor	\$60,450**	\$61,450**	\$62,450**	\$63,450**

* The terms for AY 2025-2026 and AY 2026-2027 were established in the parties' October 6, 2023 Memorandum of Agreement.

** To be increased in accordance with New York State salary threshold for exempt employees as needed.

8) Retirement Plan (Addition to 19.8)

The University agrees not to make changes to the retirement plan without prior consultation with the Union. Effective January 3, 2025, any University Committee that addresses the Retirement Plan shall be modified to include two bargaining unit members selected by the AAUP-Utica Governing Board for the purposes of discussing the Retirement Plan.

9) **Promotional Increases (Addition to 18.2)**

Increases for promotion shall, each year, reflect an increase by the applicable percentage of base salary increase. *

Promotion	2025-2026	2026-2027	2026-2027	2027-2028
To Distinguished Professor	\$10,927.01	\$11,309.46	\$11,733.56	\$12,173.57
To Professor	\$9,615.77	\$9,952.32	\$10,325.53	\$10,712.74
To Associate. Professor	\$7,102.56	\$7,351.15	\$7,626.82	\$7,912.83
To Librarian III	\$7,758.18	\$8,029.72	\$8,330.83	\$8,643.24
To Librarian II	\$4,917.16	\$5,089.26	\$5,280.11	\$5,478.11

* The terms for AY 2025-2026 and AY 2026-2027 were established in the parties' October 6, 2023 Memorandum of Agreement.

10) **Professional Development Evaluation (Addition to 8.14)**

Increases for Professional Development Evaluation (aka PDC) shall, each year, reflect an increase by the applicable percentage of base salary increase. *

PDC	2025-2026	2026-2027	2027-2028	2028-2029
Distinguished Professor	\$4,917.16	\$5,089.26	\$5,280.11	\$5,478.11
Professor	\$4,917.16	\$5,089.26	\$5,280.11	\$5,478.11
Associate Professor	\$3,824.45	\$3,958.31	\$4,106.75	\$4,260.75
Assistant Professor	\$3,278.10	\$3,392.84	\$3,520.07	\$3,652.07

* The terms for AY 2025-2026 and AY 2026-2027 were established in the parties' October 6, 2023 Memorandum of Agreement.

11) **Overload Compensation (Addition to 18.3)**

Increases for Overload Compensation shall, each year, reflect an increase by the applicable percentage of base salary increase. *

Overload	2025-2026	2026-2027	2027-2028	2028-2029
Distinguished Professor	\$1,809.52	\$1,872.86	\$1,943.09	\$2,015.96
Professor	\$1,809.52	\$1,872.86	\$1,943.09	\$2,015.96
Associate Professor	\$1,653.18	\$1,711.04	\$1,775.20	\$1,841.77
Assistant Professor	\$1,500.91	\$1,553.44	\$1,611.69	\$1,672.13
Professor of Practice	\$1,500.91	\$1,553.44	\$1,611.69	\$1,672.13
Instructor	\$1,389.42	\$1,438.05	\$1,491.98	\$1,547.93
Librarian	\$1,389.42	\$1,438.05	\$1,491.98	\$1,547.93

* The terms for AY 2025-2026 and AY 2026-2027 were established in the parties' October 6, 2023 Memorandum of Agreement.

12) PROFESSIONAL DEVELOPMENT FUNDS (Addition to 19.12)

AY 2025-2026	\$190,000
AY 2026-2027	\$205,000
AY 2027-2028	\$220,000
AY 2028-2029	\$235,000

* The terms for AY 2025-2026 and AY 2026-2027 were established in the parties' October 6, 2023 Memorandum of Agreement.

13) University Board of Trustees

Two members of the bargaining unit shall be approved by the University's Board of Trustees to attend all formal meetings of the Board as participatory, non-voting guests, including any and all committee and subcommittee meetings and be entitled to all documents shared in these meetings, exclusive of any executive session meetings. The Board of Trustees may invite these bargaining unit members to specific executive session discussions solely at the Board of Trustees' discretion.

The two bargaining unit participatory, non-voting guests shall be selected by the Board from a slate of six bargaining unit members identified by the Union Governing Board. Four individuals from this slate shall be selected by the Board of Trustees. Two shall serve as the identified guests and two shall serve as alternates should time conflicts prevent the formers' attendance. The selection process shall take place prior to January 8, 2025.

This section shall be implemented as a one-year pilot program ending January 8, 2026, unless both parties agree to continue or modify this program. If both parties agree to continue this pilot program, the selection process shall be repeated each academic year beginning in 2026, prior to September 1.

14) AAUP-Utica/Management Meet-and-Discuss Meetings

AAUP-Utica/Management Meet-and-Discuss meetings consist of the University President, Provost, Chief Financial Officer, Director of Human Resources and two AAUP-Utica members selected by the AAUP-Utica Governing Board. Other individuals may be invited for specific topic discussions if agreed upon by both parties. Meetings shall occur at least once per month during the academic year. Agendas for these meetings shall be jointly prepared by the University President and the AAUP-Utica President and shall consist of topics to include but not limited to information items and/or concerns raised by either party.

15) Class Size (Addition to 8.13(d))

Both parties agree to pilot a course management guideline adjustment to increase the maximum enrollment for online course sections by no more than 25 percent of the current maximum enrollment, except when prohibited by accreditation standards. This shall apply only to courses with a current maximum enrollment of 20 students or fewer. This pilot will last for courses that begin from January 1, 2025 through December 31, 2025. During the period of this pilot, there will be no further meetings of the Joint Labor Management Advisory Committee to change the course management guidelines (Article 8.13.d) unless agreed to by both parties. Should the University decide, after the end of the pilot adjustment period, not to revert online course sections to the previous maximum enrollment, the University agrees to engage in effects bargaining with the Union.

16) University Financial Data

The University agrees to share with Union leadership the University 990s and audited financial statements when they are completed, prior to public disclosure dates. The Union leadership agrees not to disclose information from these documents prior to the identified public disclosure dates without prior written consent from the University President.

17) Grievance and Arbitration Procedure

Any dispute arising out of this MOA shall be subject to the parties' grievance and arbitration provisions of the Collective Bargaining Agreement.

18) If any portion of this agreement violates any law, federal or state, the remainder of the agreement remains in full force and effect.

19) Any sunset date in the Collective Bargaining Agreement and any MOAs that are in effect shall be modified to expire on May 31, 2029, except the dates specified in Section 6, Paragraph 1 of this Agreement. All other terms of the current Collective Bargaining Agreement shall remain the same except as modified in this Agreement. This Agreement otherwise extends the remaining terms of the CBA for two years to May 31, 2029.

For the University:

For the AAUP-Utica:

by: Todd Pfannestiel, Ph.D.
President, Utica University

Leonore Fleming, Ph.D.
President., AAUP-Utica

Date: _____

Date: _____