

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, 2029 ("CBA"),

WHEREAS, the parties seek to address the financial circumstances facing the University and share the mutual goal of ensuring the University's long-term financial stability,

NOW WHEREFORE, the Parties agree as follows:

1) Salaries Academic Year 2025 – 2026 (Addition to 18.1)

- A) Any Bargaining Unit Faculty member whose annual base salary at the beginning of Academic Year 2025-2026 is \$63,500.01 or higher, will have a 3.5% reduction of the 2025-2026 base salary for half of the payments that Bargaining Unit Faculty member receives during the Academic Year, as explained in 1(C), except that no Bargaining Unit Faculty member's annual base salary shall be reduced to less than \$63,500.
- B) Any Bargaining Unit Librarian or HEOP member whose annual base salary at the beginning of Academic Year 2025-2026 is \$62,400.01 or higher, will have a 3.5% reduction of the 2025-2026 base salary for half of the payments that Bargaining Unit Librarian or HEOP member receives during the Academic Year, as explained in 1(C), except that no Bargaining Unit Librarian or HEOP member's annual base salary shall be reduced to less than \$62,400.
- C) Base salary reductions in 1(A) and 1(B) shall occur from January 1, 2026 through May 31, 2026 for bargaining unit members on ten-month pay schedules, and from January 1, 2026 through June 30, 2026 for bargaining unit members on twelve-month pay schedules.

2) Retirement Plan Academic Year 2025 – 2026 (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 2(B).
- B) Bargaining Unit Members on 10-month pay schedules will not receive University retirement contributions for the 10 payments issued from January 2026 – May 2026. 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 2026 – June 2026.

3) 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, 2026 for bargaining unit members on ten-month pay schedules, and on July 1, 2026 for bargaining unit members on twelve-month pay schedules. Any deferred compensation paid during the July 2026 pay periods shall be paid at the original, non-reduced rates.

4) Retirement or Resignation Exception

Any bargaining unit member who submits an irrevocable letter of retirement or resignation by December 15, 2025, identifying a date of retirement to be effective no later than May 31, 2026, will be exempt from both the salary reduction and suspension of the University retirement contribution as outlined above.

5) Offramp Exception

Any bargaining unit member who enters the Off-Ramp Incentive Program by December 15, 2025, will be exempt from both the salary reduction and suspension of the University retirement contribution as outlined above.

6) University Retrenchment Notices and Union Grievance

The University's retrenchment notices and the October 7, 2025 Union grievance are withdrawn.

7) Retrenchment

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, 2026. The Parties agree that notices of proposed retrenchments, as identified in the CBA Article 15, may be issued prior to May 31, 2026, but that no proposed retrenchment notices shall be issued prior to March 15, 2026. From June 1, 2025 through May 31, 2027 retrenchments and layoffs, shall occur solely for the reason of the University's financial exigency which shall be previously publicly announced. Both parties agree there will be no programmatic retrenchments and programmatic layoffs at the University through May 31, 2027. This commitment will sunset as of June 1, 2027.

Any bargaining unit member who is retrenched or laid off 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 reductions and University employer retirement contribution reductions incurred in academic years 2024-2025 and 2025-2026. The retrenched or laid off bargaining unit member shall receive the amount of the salary reductions in the form of a lump sum payment, minus applicable taxes and withholdings, in their final paycheck as a member of the bargaining unit. The retrenched or laid off 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.

8) University Board of Trustees

The One-Year University Board of Trustees Pilot program (see January 2025 Memorandum of Agreement, Article 13) shall be extended through the duration of the CBA.

9) Grievance and Arbitration Procedure

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

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

11) All other terms of the current Collective Bargaining Agreement and any MOAs that are in effect shall remain the same except as modified in this Agreement.

For the University:



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

Date: Dec. 17, 2025

For the AAUP-Utica:



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

Date: 12-17-2025