

Tentative Agreement

Memorandum Of Agreement Between Utica University and AAUP-Utica/AFT 6786

WHEREAS, Utica University (“Employer” or “University”) and AAUP-Utica/AFT 6786 (“AAUP-Utica” and “Union”) (collectively “the Parties”) have entered into a Collective Bargaining Agreement dated June 1, 2022 through May 31, 2029 (“CBA”) and multiple Memoranda of Agreement,

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) The Parties agree to extend the terms of the current CBA for one additional year through May 31, 2030, with the following additional terms and understandings:

2) Salaries Academic Year 2026 – 2027 (Addition to 18.1)

A) Effective August 1, 2026, the Parties agree to returning salaries to January 2026 levels (base salary cuts of 3.5% after the salary restorations of the December 2025 MOA Article 3 have been enacted).

B) These reduced salaries shall remain in place throughout AY 2026-2027 except that:

- i. Bargaining Unit members who have earned promotional raises, professional development evaluation raises and/or any other raises to be awarded in AY 2026-2027 shall have these raises added to their base salary after the reduction in 2(A).
- ii. Bargaining unit members shall not be paid below the minimum salaries for their ranks.

3) Salaries (Addition to 18.1)

A) For Academic Years 2027-2028 through 2029-2030, 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.

Tentative Agreement

Table 1 – Salary Increases *

AY	Base Salary Increase	Fixed Sum Added To Base Salary	Fixed Sum Added To Base Salary If Previous AY DOE Ratio Is ≥ 1.0 *	Fixed Sum Added To Base Salary If Previous AY DOE Ratio Is ≥ 1.5 *
2027-2028	2.5%	\$250	\$500	\$750
2028-2029	2.75%	\$300	\$550	\$800
2029-2030	3.0%	\$350	\$600	\$850

* This ratio shall be calculated using the Department of Education (DOE) Composite Score formula for financial responsibility. These calculations shall be audited by the University's official auditor. Such calculations shall be made and audited no later than October 1 of the Academic Year.

Additional raises required by achieving the DOE targets shall begin no later than January 1 for bargaining unit members on 10-month pay schedules and no later than February 1 for bargaining unit members on 12-month pay schedules, following the achievement of the DOE targets. Such payments shall be retroactive to August 1.

If the Department of Education eliminates or makes a substantive change to the formula during the term of this agreement, the AAUP-Utica and University agree to reopen discussions solely on the additional fixed sums to base salary to work collaboratively to identify appropriate metrics for this section.

B) Minimum Annual Salaries

Minimum annual salaries for this period shall be in accordance with Table 2:

Tentative Agreement

Table 2 – Minimum Annual Salary *

Rank	2026-2027	2027-2028	2028-2029	2029-2030
Assistant Professor/ Professor of Practice	\$63,500	NYS minimum +\$1000	NYS minimum +\$1000	NYS minimum +\$1000
Associate Professor	\$72,750	NYS minimum +\$9750	NYS minimum +\$10250	NYS minimum +\$10750
Professor	\$91,000	NYS minimum +\$28250	NYS minimum +\$29000	NYS minimum +\$29750
Distinguished Professor	\$106,000	NYS minimum + \$43500	NYS minimum + \$44500	NYS minimum + \$45500
Librarian I	\$62,450	NYS minimum + \$500	NYS minimum + \$500	NYS minimum + \$500
Librarian II	\$66,100	NYS minimum + \$4100	NYS minimum + \$4500	NYS minimum + \$4900
Librarian III	\$74,200	NYS minimum + \$12450	NYS minimum + \$13100	NYS minimum + \$13750
HEOP Counselor	\$62,450	NYS minimum + \$500	NYS minimum + \$500	NYS minimum + \$500

* The NYS Minimum is equal to the New York State salary threshold for exempt employees.

4) Retirement Contributions (Addition to 19.8)

Effective August 1, 2026, employer retirement contributions shall be temporarily reduced to the following amounts as specified in Table 3:

Table 3 – Employer Retirement Contributions *

	Amount in AY 2026-2027	Amount in AY 2027-2028	Amount in AY 2028-2029	Amount in AY 2029-2030
Tier 1	2%	3%	4%	6%
Tier 2	5%	6%	7%	9%
Tier 3	7%	8%	9%	11%

* Employer retirement contributions shall be restored to the original contractual amounts in 19.8 no later than August 1, 2029.

Bargaining unit members shall continue to advance in the tiers per 19.8.

Tentative Agreement

5) Promotional Increases (Addition to 18.2)

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

Rank	2026-2027*	2027-2028	2028-2029	2029-2030
To Distinguished Professor	\$11,309.46	\$11,592.20	\$11,910.98	\$12,268.31
To Professor	\$9,952.32	\$10,201.13	\$10,481.66	\$10,796.11
To Associate Professor	\$7,351.15	\$7,534.93	\$7,742.14	\$7,974.40
To Librarian III	\$8,029.72	\$8,230.46	\$8,456.80	\$8,710.50
To Librarian II	\$5,089.26	\$5,216.49	\$5,359.95	\$5,520.74

* The terms for AY 2026-2027 have been previously established in the parties' Memoranda of Agreement.

6) 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. *

Rank	2026-2027 *	2027-2028	2028-2029	2029-2030
Distinguished Professor	\$5,089.26	\$5,216.49	\$5,359.95	\$5,520.74
Professor	\$5,089.26	\$5,216.49	\$5,359.95	\$5,520.74
Associate Professor	\$3,958.31	\$4,057.27	\$4,168.84	\$4,293.91
Assistant Professor	\$3,392.84	\$3,477.66	\$3,573.30	\$3,680.50

* The terms for AY 2026-2027 have been previously established in the parties' Memoranda of Agreement.

7) 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	2026-2027	2027-2028	2028-2029	2029-2030
Distinguished Professor	\$1,809.52	\$1,854.76	\$1,905.76	\$1,962.94
Professor	\$1,809.52	\$1,854.76	\$1,905.76	\$1,962.94
Associate Professor	\$1,653.18	\$1,694.51	\$1,741.11	\$1,793.34
Assistant Professor	\$1,500.91	\$1,538.43	\$1,580.74	\$1,628.16
Professor of Practice	\$1,500.91	\$1,538.43	\$1,580.74	\$1,628.16
Instructor	\$1,389.42	\$1,424.16	\$1,463.32	\$1,507.22
Librarian	\$1,389.42	\$1,424.16	\$1,463.32	\$1,507.22

Tentative Agreement

8) PROFESSIONAL DEVELOPMENT FUNDS (Addition to 19.12)

AY 2026-2027	\$175,000
AY 2027-2028	\$180,000
AY 2028-2029	\$185,000
AY 2029-2030	\$190,000

If during any Academic Year during the term of this agreement, Bargaining Unit members apply for an amount greater than or equal to the amount in the Professional Development Funds budget, then the amount for the following AY shall be increased by an additional \$15,000 and subsequent years shall also be increased by an additional \$15,000.

9) Reductions In Force (Addition to 15)

The following language shall be added to Article 15:

Any bargaining unit member named in a notice of proposed retrenchment shall be informed with that notice that if they are retrenched or laid off, they may choose Options A, B, or C below, except that a bargaining unit member must be eligible to retire to choose Option C. The affected bargaining unit member shall also be provided with a copy of the Separation Agreement with the notice of proposed retrenchment. The affected bargaining unit member shall be notified that this is a proposed retrenchment or layoff and shall also be provided with the anticipated date of the retrenchment or layoff decision.

Upon making a retrenchment or layoff decision, the University shall provide the affected bargaining unit member with written notice of that decision ('Final Notice'). Such Final Notice shall offer the bargaining unit member all of the options below from which to choose, except that a bargaining unit member must be eligible to retire to choose Option C. The affected bargaining unit member shall also be provided with a copy of the Separation Agreement with the Final Notice. After receiving such Final Notice, the bargaining unit member may select one of the following options within 10 working days of receiving the Final Notice.

A) Retrenchment or layoff with severance pay:

- The bargaining unit member will receive 3 months of their gross salary (as calculated on an annual 10 month pay schedule), less applicable withholdings, paid out over 6 pay periods.
- The bargaining unit member and their eligible participants covered at the time of their separation may continue to participate in the University's health insurance plan(s) for 12 months after the separation date. Children born or adopted after the separation date during the 12-month coverage period may be added to coverage per the terms of the governing insurance policy. The affected bargaining unit member will continue to be responsible for the employee contributions. The University will continue to be responsible for the employer contributions.
- The Bargaining unit member will receive a Non-Traditional Teaching (NTT) credit buyout of up to 45 NTT credits. The buyout shall be paid out in the form of a lump sum payment in the bargaining unit member's final paycheck.

Tentative Agreement

B) Involuntary Half-Time Off-Ramp

- Bargaining unit members will enter the Half-Time Off-Ramp for one (1) academic year.
- Bargaining unit members will receive half-salary and full benefits and have no duties beyond teaching during that academic year.
- The bargaining unit member and their eligible participants may continue to participate in the University's health insurance plan(s) for 12 months. The bargaining unit member will continue to be responsible for the employee contribution. The employer will continue to be responsible for the employer contributions.
- Any bargaining unit member that elects Option B shall remain in the bargaining unit until the separation date.
- The details of the Involuntary Half-Time Off-Ramp Program are contained in Appendix A.

C) Involuntary Retirement

- If eligible under Article 19 of the current CBA, the bargaining unit member may issue a letter of retirement, then the bargaining unit member shall receive all retirement benefits under the CBA.
- If the bargaining unit member participates in the University's health insurance plan(s) as per the terms of the current CBA, then the University will pay the required employee contribution for a period of 3 years or until the employee reaches age 65, whichever is earlier.
- Bargaining unit members that choose Involuntary Retirement are no longer eligible for recall under Article 15.

To receive options A, B or C, the bargaining unit member must sign a Separation Agreement that includes a covenant not to sue under federal, state, or local statutes or regulations. The Separation Agreement will acknowledge that the bargaining unit member shall retain all of their rights under the Collective Bargaining Agreement. Bargaining unit members that choose not to sign the Separation Agreement shall not be eligible for the additional benefits in Options A, B and C.

The Separation Agreement is contained in Appendix D.

Bargaining unit members impacted by retrenchment or layoff may also complete any degree program (for which they are academically qualified) at Utica University with no charge for tuition. Former bargaining unit members must enter the program within 5 years of separation from the University. The spouse, domestic partner, and/or children (natural, legally adopted, or stepchildren claimed with IRS as dependents by the employee parent) of a bargaining unit member may also complete any degree program (for which they are academically qualified) at Utica University with no charge for tuition under the terms of the existing policies, that are consistent with the CBA, in place at the time of this agreement. The spouse, domestic partner, and dependent children of the retrenched or laid off bargaining unit member must enter the program within 5 years of the bargaining unit member's separation, except that the 5-year limitation shall not apply to dependent children of eligible retirees.

Any bargaining unit member who is separated pursuant to Article 15 ("Reductions in Force"), including but not limited to the additions in this section, during the duration of the CBA through May 31, 2030 shall be reimbursed the full amount of their salary reduction

Tentative Agreement

incurred in Academic Years 2024-2025 and 2025-2026, and the University employer retirement contribution reduction in Academic Years 2024-2025, 2025-2026, and 2026-2027. Such separated 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. Such separated 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.

For purposes of this agreement, for those participating in options A or B, the University agrees not to contest unemployment benefits as is permissible by applicable law.

For grievances related to any action under Article 15 of the CBA or the MOAs that modify it, including but not limited to the Memorandum of Agreement Between Utica University and AAUP-Utica signed October 2023, the Memorandum of Agreement Between Utica University and AAUP-Utica addressing the financial circumstances facing the University signed February 2025, and the Memorandum of Agreement Between Utica University and AAUP-Utica signed December 2025, and this Memorandum of Agreement, the AAUP-Utica and the University agree to modify the grievance process outlined in Article 16 of the CBA so that all grievances shall skip Step 1 and shall be raised as Step 2 grievances.

When notifying the Union of any action taken under Article 15, the University will notify the AAUP-Utica President, the AAUP-Utica Vice President, and the AAUP-Utica Grievance Officer(s).

10) Recognition (Addition to 2.1)

The following language shall be added to Article 2.1 after paragraph 2:

Bargaining unit members as described above who participate in one of the Off-Ramp Programs, either voluntarily or involuntarily, shall remain bargaining unit members through their separation date from the University.

Bargaining unit members that participate in the Transitional Sabbatical Program shall remain bargaining unit members through their effective resignation or retirement date.

11) Procedures for Promotion (modification to 8.7)

The third paragraph (lines 445-449) of 8.7 shall be modified as follows:

Variations from these minimum service requirements shall be considered only in cases of exceptional performance with regard to the stated criteria for promotion, and require recommendations from the School Dean and the tenured faculty of the faculty member's School to the FAC, which shall vote whether or not to consider such a promotion, **except that:**

- A) **The minimum service requirement for Distinguished Professor may not be reduced.**

Tentative Agreement

- B) Tenure track faculty hired at the rank of Assistant Professor level on or after August 1, 2026, may not receive a promotion to Associate Professor separate from earning tenure.

12) Tenure & Promotion to Associate (addition to 8.6)

The following shall be placed after the third paragraph (lines 418-423) in 8.6:

Any tenure-track Assistant Professor hired on or after August 1, 2026, who is granted tenure will also be concurrently promoted to the rank of Associate Professor.

In the cases of tenure track Assistant Professors hired on or after August 1, 2026:

- a) The application for tenure is also an application for promotion to Associate Professor and only one set of materials shall be necessary.
- b) Recommendations regarding tenure and promotion shall be one and the same.
- c) Meetings for the discussion of tenure shall automatically incorporate promotion.

Tenure track faculty hired on or before July 31, 2026 shall still apply for tenure and promotion separately.

Tenured faculty members hired on or before July 31, 2026, who have earned tenure but not yet been promoted to Associate Professor, are still eligible to apply for promotion following the procedures and criteria set forth in this agreement.

Non-Tenure Eligible members appointed at the Assistant Professor rank are still eligible to apply for promotion following the same procedures and criteria set forth in this agreement. The decision of a Non-Tenure Eligible faculty member to apply or not to apply for promotion and the recommendations and decisions regarding a Non-Tenure Faculty member's application(s) for promotion shall not negatively impact the Non-Tenure Eligible faculty renewal process.

13) Tenure Track Reappointment (modification to 8.2)

Article 8.2 shall be modified as follows:

Tenure track bargaining unit faculty appointments shall be automatically renewed during years 1 and 4 of a bargaining unit member's tenure clock, unless that faculty member is terminated for just cause or Retrenchment, as such terms are defined in this Agreement. Thus,

- **Tenure track faculty on a six-year schedule, shall automatically be reappointed in their 1st and 4th years of service.**
- **Tenure track faculty on a five-year schedule, shall automatically be reappointed in their 1st and 3rd years of service.**
- **Tenure track faculty on a four-year schedule, shall automatically be reappointed in their 1st year of service.**

Tentative Agreement

- Tenure track faculty on a three-year schedule, shall automatically be reappointed in their 1st year of service.

Bargaining Unit Tenured Faculty recommendations regarding reappointment, as described in this Article, shall only occur in a candidate's tenure clock years 2, 3, and 5, except that, if a candidate is reviewed by the tenured faculty in tenure clock year 3, and the review identifies issues that may need to be addressed in the next year, the tenured faculty may recommend, but not require, in the third-year recommendation letter that an informal review of the candidate by the tenured faculty take place in tenure clock year 4.

The recommendation to the Provost and the President to renew or not to renew ~~an a~~ tenure track bargaining unit faculty member's appointment ~~in the first three (3) years of a faculty member's service at the College in tenure clock years two and three~~ is the prerogative of ~~his or her~~ their School Dean after consultation with the tenured bargaining unit faculty of that School in a meeting called for that purpose. The Dean(s) of the School of Arts and Sciences shall consult with the tenured faculty of the candidate's division (Natural Sciences and Mathematics, or Humanities and Social Sciences) rather than the full School of Arts and Sciences. Such meeting shall also take place in tenure clock year five. The recommendation of the School/Division Dean is subject to the approval of the Provost and the President.

Notice of non-reappointment, which shall include the reason(s) for non-reappointment, or of intention not to recommend reappointment, shall be given in writing in accordance with the following time frames: (1) ~~not later than March 1 of the first year of service, if the appointment expires at the end of that fiscal year;~~ (2) not later than December 15 of the second year of service, if the appointment expires at the end of that fiscal year; or ~~(3) 2~~ at least twelve months before the expiration of an appointment after two or more years of service.

A faculty member ~~in his or her fourth or fifth year of service~~ whose renewal of appointment is not recommended may, upon ~~his or her~~ their request, have the matter considered by the FAC if so requested in writing within ten (10) working days of notification of non-renewal of appointment. The affected tenure track faculty member shall have the right to request the assistance of another bargaining unit member in presenting their case to the FAC. However, the affected faculty member may not use a current member of the FAC as their representative. A faculty member electing to accept two or three years credited service, as the case may be, upon appointment shall have waived the right to an FAC review of a negative decision for renewal in the fourth or fifth year, respectively, of credited service.

In cases where non-renewal is subsequently recommended by the Provost, the affected faculty member shall have the right to present ~~his or her~~ their case in person to ~~the Provost and~~ the President if ~~he or she~~ they have provided in writing to the appropriate offices, no later than ten (10) working days after notification of non-renewal of appointment, notice of ~~his or her~~ their intention to appeal the recommendation. The affected tenure track faculty member shall have the right to request the assistance of another bargaining unit member in presenting ~~his or her~~ their case to ~~the Provost and~~ the President. However, the affected faculty member may not use a current member of the FAC as their representative.

Tentative Agreement

The President's decision is final and binding and not subject to appeal to the Board of Trustees.

Meetings of the School/Division tenured bargaining unit faculty regarding reappointment and tenure shall generally take place in the following time frames:

Tenured Faculty Review – 6 Year Schedule

Fall	Spring
Year 2	Year 3
Year 5	Year 4 – Optional
Year 6 (Tenure)	

Tenured Faculty Review – 5 Year Schedule

Fall	Spring
Year 2	Year 3
Year 5 (Tenure)	Year 4 – Optional

Tenured Faculty Review – 4 Year Schedule

Fall	Spring
Year 2	Year 3
Year 4 (tenure)	

Tenured Faculty Review – 3 Year Schedule

Fall	Spring
Year 2	Year 1**
Year 3 (tenure)	

*** Informal tenured faculty review shall take place, but reappointment shall be automatic.*

14) Procedures for Reconsideration and Appeal (modification to 8.9)

The first sentence of Article 8.9 shall be modified as follows:

Faculty members not receiving positive recommendations from the FAC or the Provost for reappointment ~~in the fourth or fifth year of service~~, for tenure, or for promotion shall have the right to request reconsideration by the FAC, other than for appeals pertaining to procedure, which shall be governed by Section 7.2 of this Agreement.

15) Emeritus status (modification to 8.12)

Article 8.12 shall be modified as follows:

~~Upon recommendation of both the tenured faculty and the Dean of the relevant School, the FAC may recommend to the Provost that a retired faculty member be granted the honor of emeritus status. Effective August 1, 2018, the "School" recommendation for candidates from the School of Arts and Sciences shall come from the tenured members of the candidate's division (Natural Sciences and Mathematics, or Humanities and Social~~

Tentative Agreement

Sciences), rather than from the entire School of Arts and Sciences. The decision to grant emeritus status is ultimately the prerogative of the President and the Board of Trustees.

To be eligible for emeritus consideration, a **bargaining unit** faculty member should have a minimum of ten (10) years of service at the **College University**, be an employee in good standing (i.e., not subject to current or pending probation or other disciplinary measures) and submit to the Provost and the President a written and irrevocable declaration of retirement. **Bargaining unit faculty members who meet the aforementioned criteria will automatically be granted emeritus status upon retirement. Posthumous Emeritus status may be awarded at the discretion of the President. The length of service requirement may be waived for faculty members who die prior to retirement. Bargaining unit faculty members who retired on or after August 1, 2025 and meet the aforementioned criteria, but have not received emeritus status, shall receive emeritus status by making a request to the Provost.**

~~In the case of a bargaining unit member having fifteen (15) years in rank and the positive recommendations of a majority of the tenured members of his or her School, his or her School Dean, and the Provost, the FAC may recommend a terminal promotion at the time emeritus status is recommended. The decision to grant a terminal promotion with emeritus status shall ultimately be the prerogative of the President.~~

A retired bargaining unit member having fifteen (15) years in rank may request a terminal promotion. The tenured bargaining unit members of the retiree's School or Division, the School Dean, and the FAC, using the criteria for promotion in this Article, shall make recommendations regarding terminal promotion to the Provost who shall make a recommendation to the President. The decision to grant a terminal promotion shall ultimately be the prerogative of the President. Posthumous promotions may also be granted at the discretion of the President.

Upon granting of emeritus status, ~~the~~ **faculty members** shall be entitled to use ~~his or her~~ **their College University** title with the emeritus designation, **retain their University computing privileges including the retention and use of their email account and email address**, receive free use of the **College University** library and recreational facilities, and enjoy the prevailing faculty discount at the **College University** bookstore and applicable to **College University** intercollegiate sports. **Email accounts that are unused for a specified period of time, per University policy, shall be turned off.**

Emeritus faculty members shall continue to receive University identification cards, have use of the dining facilities and retain parking privileges.

16) **Librarian Emeritus Status (modification to 9.9)**

Article 9.9 shall be modified as follows:

~~Upon recommendation of both the librarians holding continuous appointment, and the Director of Library, the FAC may recommend to the Provost that a retired librarian be granted the honor of emeritus status. The decision to grant emeritus status is ultimately the prerogative of the President and the Board of Trustees.~~

Tentative Agreement

To be eligible for emeritus consideration, a **bargaining unit** librarian should have a minimum of ten (10) years of service at the **College University**, be an employee in good standing (i.e., not subject to current or pending probation or other disciplinary measures) and have submitted to the Provost and the President a written and irrevocable declaration of retirement. **Bargaining unit librarian members who meet the aforementioned criteria will automatically be granted emeritus status upon retirement. Posthumous Emeritus status may be awarded at the discretion of the President. The length of service requirement may be waived for librarian members who die prior to retirement. Bargaining unit librarian members who retired on or after August 1, 2025 and meet the aforementioned criteria, but have not received emeritus status, shall receive emeritus status by making a request to the Provost.**

~~In the case of a librarian having fifteen (15) years in rank and the positive recommendation of librarians holding continuous appointment, the Director of Library, and the Provost, the FAC may recommend a terminal promotion at the time emeritus status is recommended. The decision to grant a terminal promotion with emeritus status shall ultimately be the prerogative of the President.~~

A retired bargaining unit member having fifteen (15) years in rank may request a terminal promotion. The criteria and procedure for promotion shall be the same as in this Article except that, after the meetings described in this Article, the Provost shall make a recommendation to the President. The decision to grant a terminal promotion shall ultimately be the prerogative of the President. Posthumous promotions may also be granted at the discretion of the President.

Upon granting of emeritus status, librarian members shall be entitled to use ~~his or her~~ **their College University** title with the emeritus designation, **retain their University computing privileges including the retention and use of their email account and email address**, receive free use of the **College University** library and recreational facilities, and enjoy the prevailing faculty discount at the **College University** bookstore and applicable to **College University** intercollegiate sports. **Email accounts that are unused for a specified period of time, per University policy, shall be turned off.**

Emeritus librarian members shall continue to receive University identification cards, have use of the dining facilities and retain parking privileges.

17) Professional and Outside Activities (modification to 13.1)

Article 13.1 shall be modified as follows.

Professional activities of bargaining unit members are generally understood to encompass efforts designed to enhance professional stature and accomplishment. Teaching, research, writing and publishing, conduct of and participation in meetings of learned societies and professional associations, conduct of and participation in seminars, conferences, and workshops shall be included in professional activities encouraged by the **College University**. Performance and promotion of professional activities by the member shall be a departmental interest and the responsibility of the School Dean and the Provost. Bargaining unit members may perform outside services for remuneration during the academic year, provided that such services shall not be performed at times or in a manner that will likely conflict with ~~their~~ **their-his or her College University** duties and responsibilities and the services do not present a

Tentative Agreement

conflict of interest with, or opposition to, the interests of the **College University**, provided further, that such members make it clear to the third party to which they provide services that the **College University** is not a party to the agreement and the **College University** in no way is responsible or liable for the performance or results of such services. Negotiation of any agreement and payment for such services is a matter between the third party and the bargaining unit member only and shall not implicate the **College University** in any way.

~~Prior to undertaking any such outside services, the bargaining unit member shall seek approval of the Provost by providing generic written notice to the Provost describing the anticipated nature, scope and extent of such services. The Provost will review the information and confer with the bargaining unit member. Provost approval shall not be unreasonably denied. Should the Provost deny approval, the reasons for such denial shall be promptly presented to the bargaining unit member in writing, with a copy provided to the AAUP UC. Approval will not be denied unless the Provost judges that the outside activity will interfere with a bargaining unit member's College duties and responsibilities or is a conflict of interest with, or is in opposition to, the interests of the College.~~

~~If the Provost does not approve the request, and the bargaining unit member disagrees with that decision, the bargaining unit member may appeal to the Hearing Committee in accordance with Section 7.2 of this Agreement. While the Hearing Committee considers the matter, the bargaining unit member may perform such outside services unless the basis of the denial of approval is a conflict of interest with the College. If the Provost withdraws his or her approval under this Section, the bargaining unit member may appeal such withdrawal to the Hearing Committee in accordance with Section 7.2 of this Agreement.~~

~~If the Hearing Committee reviews the matter and determines that the Provost's denial was erroneous, the bargaining unit member may proceed to perform such outside services. If the Hearing Committee upholds the denial of the Provost, the bargaining unit member may not perform such services.~~

~~If the Hearing Committee determines that such services would not conflict with this Section 13.1, the College retains the right to address, through the disciplinary procedures of this Agreement, any conflict with this Section 13.1 that arises following the Hearing Committee's determination. Similarly, if, following the bargaining unit member's notification to the Provost (see above), the Provost determines, based on the then available information, that a conflict with this Section 13.1 would not exist, the College retains the right to address, through the disciplinary procedures of this Agreement, any conflict with this Section 13.1 that subsequently arises. Any disciplinary action pursuant to this Section must be for just cause and is subject to the grievance procedures in Article 16.~~

If the Provost determines a bargaining unit member's outside employment presents a conflict of interest with the University, the Provost shall meet with the bargaining unit member to discuss the situation. The bargaining unit member may have another bargaining unit member of their choosing present during this meeting. If, after the meeting, the Provost still determines the outside employment presents a conflict of interest, the Provost may require the bargaining unit member to cease the parts of the employment that present a conflict of interest.

If the bargaining unit member disagrees with the Provost's decision, the bargaining unit member may appeal the Provost's decision to the Hearing Committee in

Tentative Agreement

accordance with Article 7, Section 2 of this Agreement. While the Hearing Committee considers the matter, the bargaining unit member may perform such outside services.

If the Hearing Committee reviews the matter and determines that the Provost's claim was erroneous, the bargaining unit member may proceed to perform such outside services. If the Hearing Committee upholds the denial of the Provost, the bargaining unit member may not perform such services.

Any disciplinary action pursuant to this Section must be for just cause and is subject to the grievance procedures in Article 16.

Nothing in this contract provision shall limit or infringe on a bargaining unit member's academic freedom or right to engage in protected concerted activity under the National Labor Relations Act.

18) Voluntary Half-Time Off-Ramp Program

- A) The University shall offer a Voluntary Half-Time Off-Ramp program.
- B) Bargaining Unit Members who participate in the Voluntary Half-Time Off-Ramp program shall remain in the bargaining unit until their separation date.
- C) In order to participate in the Voluntary Half-Time Off-Ramp Program, bargaining unit faculty and librarians shall submit an irrevocable letter of resignation or retirement.
- D) Bargaining unit faculty and librarians shall be eligible to participate in the Voluntary Half-Time Off-Ramp Program for up to a two (2) year duration.
- E) A bargaining unit faculty member that has provided the appropriate School/Division Dean and the Provost with a written and irrevocable declaration of retirement and has also elected not to be reviewed through the Professional Development Evaluation process (see 8.14) may not participate in the Voluntary Half-Time Off-Ramp program beyond the retirement date specified in the declaration of retirement.
- F) The details of the Voluntary Half-Time Off-Ramp Program are contained in Appendix B.

19) Transitional Sabbatical

The University shall grant a minimum of two (2) transitional sabbaticals each calendar year to eligible bargaining unit faculty members. During the transitional sabbatical, the bargaining unit faculty member shall receive full pay and benefits, but shall be free from teaching and all other obligations to the University.

This program shall be limited to those faculty with at least 10 years of full-time bargaining unit faculty service at the University.

Bargaining unit faculty members who are awarded a transitional sabbatical may only take the sabbatical in the Fall semester.

Bargaining unit faculty members who are awarded a transitional sabbatical must submit an effective resignation or retirement date of December 31.

Applications for transitional sabbaticals are due no later than January 25 of the calendar year in which the bargaining unit faculty member is seeking the sabbatical.

Tentative Agreement

Transitional Sabbaticals awarded by the University do not apply to the University's sabbatical obligations in 8.11.

The details of the Transitional Sabbatical Program are contained in Appendix C.

20) Faculty Duties (modification to 8.13(b))

Article 8.13(b) shall be modified as follows:

Line 800: Advise students **in one's program** as assigned by the School Dean or Provost. **Faculty may, but cannot be compelled to advise students outside of their program;**

The following (Lines 802-803) shall be stricken: **~~Attend scheduled meetings of the School, Department, and the College including Commencement and Convocation;~~** and shall be replaced with:

Attendance at Faculty Senate, and other University meetings and events is expected as part of service, however, non-attendance shall not be used punitively in any disciplinary procedure as identified in Article 8, Section 10 and Article 11 of the CBA. Meetings required to conduct the affairs of the faculty shall have a remote option if requested. Attendance at Commencement and Convocation is expected (except for faculty who teach only online courses and/or are not within a daily commuting distance), however, non-attendance shall not be used punitively in any disciplinary procedure. Attendance at the aforementioned meetings and events in this paragraph shall be considered forms of service for reappointment, tenure, promotion, professional development evaluation, and renewal of non-tenure eligible appointments. The terms regarding attendance shall sunset effective May 31, 2030, unless the Parties agree otherwise.

The following (Lines 822-824) shall be stricken: **~~Attend at least one on-campus admissions event during the academic year; except that faculty who teach only online courses and are not within a daily commuting distance shall not be required to attend such an on-campus event;~~**

21) Facility Access

Bargaining Unit members and retirees (consistent with Article 8, Section 12 and Article 9, Section 9) shall continue to receive free use of the University library, free use of recreational facilities, and free parking.

22) On-Campus Housing

Bargaining unit members may request on-campus housing in University residential facilities through the Office of Human Resources, which will work with the member to identify available options and establish applicable terms. Housing is subject to availability and is offered on a first-come, first-served basis. On-campus housing offered under this provision will include a private bathroom. Pioneer Village units are excluded from this provision.

Tentative Agreement

Housing agreements are term-based (Fall, Spring, or Summer) and must be renewed each semester. Summer availability may be limited due to existing housing commitments, conferences, and events. On-campus housing under this provision is intended for the bargaining unit member only; occasional overnight guests are permitted, but the housing is not intended as a residence for family members, partners, or others on an ongoing basis.

Bargaining unit members who utilize this benefit will be charged the University's current per-person monthly rate, less a ten percent (10%) discount. Payment terms will be established through the office of Human Resources at the time the housing agreement is executed.

23) Artificial Intelligence and Technology Protections

- 1) Artificial Intelligence (AI) tools designed to mine, extract and/or process data shall not be used for the surveillance or evaluation of the performance of bargaining unit members. This excludes the use of spelling, grammar, and suggestive writing tools embedded in or compatible with word processing software.
- 2) No new educational technology AI-driven platforms or learning analytics tools shall be implemented without notifying AAUP-Utica and the Academic Technology Committee (ATC) a minimum of one-hundred twenty (120) days for review before any implementation decision is finalized. Prior to terminating any educational technology, AI-driven platform, or learning analytics tool, the University shall notify the AAUP-Utica and the Academic Technology Committee a minimum of one-hundred twenty (120) days before any termination decision is finalized.
- 3) The University shall not authorize third parties to mine, use, or train algorithms on bargaining unit members' personal identifiable information (PII).
- 4) The University shall provide AAUP-Utica upon request, disclosure, to the extent information is available, regarding the data practices and algorithmic logic of educational technology in use at Utica University.
- 5) No automated reference, cataloguing, research assistance system, or AI-driven technology that may impact bargaining unit librarian duties or working conditions shall be implemented without consultation of librarian bargaining unit members and the AAUP-Utica a minimum of ninety (90) days for review before any implementation decision is finalized.
- 6) Consistent with principles of academic freedom, any bargaining unit member may elect to opt out of using any specific AI tool or platform adopted by the University for instructional, research, or service purposes, provided the member's opt-out does not prevent them from meeting their essential contractual obligations or performing the essential functions of their position. Members who opt out shall not be penalized, disciplined, or negatively evaluated for that decision. Simultaneously, the University is not obligated, beyond what is required by local, state, and/or federal laws, to provide alternative methods and/or extraordinary support for completing tasks, receiving information, or performing the essential functions of their position to bargaining unit members opting out. Bargaining unit members that opt out shall have the freedom to use alternative methods of completing tasks, receiving

Tentative Agreement

information, and performing essential functions of their position. Any alternative method must meet all federal, state, and local standards for privacy and data security compliance.

- 7) Parties that make recommendations or decisions on reappointment, renewal, promotion, tenure, professional development evaluation, disciplinary matters, and/or grievances, including but not limited to bargaining unit members, administrators, and arbitrators, may not delegate any part of their recommendation-making or decision-making process to AI, and AI use cannot replace their independent analysis of facts, evidence, or law. Parties making recommendations or decisions on these matters may not delegate tasks to AI if such use could influence procedural or substantive recommendations or decisions. This excludes the use of spelling, grammar, and suggestive writing tools embedded in or compatible with word processing software.
- 8) AI and other technology shall not be used to monitor, detect, or interfere with protected activities such as union organizing or discussions about workplace conditions, in accordance with NLRA protections.
- 9) **Joint Labor Management Technology Task Force (JLMTTF):** A joint task force of limited duration composed of equal representatives from the AAUP-Utica and the University, shall be established to evaluate current processes and existing structures related to technology procurement, processes, and policies, and their impact on bargaining unit member working conditions, including but not limited to AI and educational technology. The task force shall provide the AAUP-Utica Meet and Discuss members and the ATC with recommendations to establish a more collaborative and informed approach to educational technology issues, including considerations of bargaining unit members' workload and working conditions. If, after the JLMTTF dissolves, either Party may call for its reformation, in which case, its membership shall be dictated by this paragraph.
- 10) Nothing in this section shall constitute a waiver of the University's duty to engage in decisional or effects bargaining upon request, where applicable.

24) AAUP-Utica/Management Meet and Discuss Meetings

AAUP-Utica/Management Meet and Discuss meetings shall be modified to increase the number of AAUP-Utica members selected by the AAUP-Utica Governing Board from two (2) to four (4) and also modified so that agendas for the meeting shall be prepared jointly between the two parties.

25) Financial Statements

The University shall provide the AAUP-Utica with the audited financial statements upon completion. The University shall also provide the AAUP-Utica with a copy of the DOE Ratio calculation upon completion and the Debt Service Coverage Ratio calculation upon completion.

26) Transparency In Committee Formation

In January and September of each year, the University shall provide to the campus community, with a copy to AAUP-Utica, a complete roster of all non-departmental committees (outside of Faculty Senate)—including but not limited to standing and long-term committees, task forces, and workgroups—and include for each:

Tentative Agreement

- The name of the committee.
- The stated purpose or charge of the committee.
- The name of each member serving on the committee, their department or school affiliation or other affiliation they may be representing on the committee, and whether they were elected or appointed.
- The appointing authority, if applicable.
- The expected sunset date, if applicable.

27) 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.

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

29) For the CBA, and any MOAs that are in effect, any reference to Utica College should be read as Utica University and any reference to AAUP-UC should be read as AAUP-Utica.

30) Any sunset date in the Collective Bargaining Agreement and any MOAs that are in effect shall be modified to expire on May 31, 2030, except the dates specified in Section 6, Paragraph 1 of the Memorandum of Agreement between Utica University and AAUP-Utica addressing the financial circumstances facing the University signed February 2025 and the dates specified in Section 7, Paragraph 1 of the Memorandum of Agreement between Utica University and AAUP-Utica signed December 2025 shall remain the same.

31) All other terms of the current Collective Bargaining Agreement and any MOAs that are in effect shall remain the same through May 31, 2030, except as modified in this Agreement. This Agreement otherwise extends the remaining terms of the CBA for one year to May 31, 2030.

Tentative Agreement

Appendix A

Involuntary Half-Time Off-Ramp Program Terms

1. Bargaining unit members on the Involuntary Half-Time Off-Ramp will receive half pay.
2. Participants remain a member of the bargaining unit during time of the off-ramp.
3. Except where otherwise noted, bargaining unit members receive and retain all benefits, raises, and protections of the collective bargaining agreement (CBA), including but not limited to University retirement contribution rates (as identified in the CBA, based on the reduced base salary), healthcare, tuition benefits, etc.
4. Faculty members participating in the Involuntary Half-Time Off-Ramp shall have no duties beyond teaching and associated responsibilities (e.g., submission of final grades, syllabi, and attendance reports).
5. Faculty members and librarians participating in the Involuntary off-ramp retain rank and all participants retain seniority. For the purposes of retrenchment and layoffs, bargaining unit faculty members and librarians that are on the Involuntary Half-Time Off-Ramp shall retain their retrenchment seniority, rank, and position in the retrenchment order and recall.
6. For faculty members participating in the Involuntary Half-Time Off-Ramp, load shall not exceed twelve (12) classroom contact hours for the year.
 - Distribution of contact hours can vary (6/6 or 9/3), but the faculty member should teach at least 3 contact hours in the fall semester and at least 3 contact hours in the spring semester. A standard load of 6/6 is expected unless an alternative distribution is agreed upon by Department Chair/Director, bargaining unit member, Dean, and Provost.
7. No overloads nor non-traditional teaching are permitted. Non-traditional teaching (NTT) assignments, if approved, will be compensated by using a head count rate, so that no NTT credits will be earned during the off-ramp period. Head-count rate for an independent study course is \$136/student for each contact hour and for tutorial it is \$272/student for each contact hour. If the head-count rate increases during the term of this agreement, then bargaining unit members on the Half-Time Off-Ramp shall also receive such increases. The headcount rate shall only be used for independent studies and tutorials for bargaining unit faculty on the Half-Time Off-Ramp.
8. If a faculty member separates from the University after the first half of a year in which they taught more than 6 contact hours (i.e. they do not finish the whole year), then the faculty member will be compensated for those additional credits (over 6) at the prevailing overload rates.
9. Pay for faculty members in the off-ramp will be handled the same way it is for regular full-time faculty, i.e., the half pay salary amount will be paid over a 10-month period (August 1- May 31). Faculty members already participating in deferred salary payments will be placed on 10-month payment schedules, except that if the off-ramp begins during the middle of the academic year, the faculty member shall remain on the deferred salary payout through July 31 and then be moved to a 10-month payment schedule effective August 1.

Tentative Agreement

10. Bargaining unit faculty members on the Involuntary Half-Time Off-Ramp shall not be required to teach in the summer.
11. Bargaining unit members on the Involuntary Half-Time Off-Ramp shall not go through reappointment, promotion, or professional development evaluation processes.
12. Faculty members on the Involuntary Half-Time Off-Ramp shall not be eligible to apply for sabbaticals or mini-sabbaticals.
13. Faculty and librarian members on the Involuntary Half-Time Off-Ramp are eligible for all FRC funds (e.g., Faculty Leadership Funds), as long as the award does not apply beyond the separation date. Faculty and librarian members on the Involuntary Half-Time Off-Ramp are not eligible for summer fellowships.
14. Bargaining unit members on the Involuntary Half-Time Off-Ramp will keep their current office.
15. Bargaining unit members on the Involuntary Half-Time Off-Ramp will receive an NTT credit buyout of up to 45 NTT credits. The remaining credits are forfeited.
 - NTT buyout is paid out as follows:
 - 50% of value in the pay period covering March 1 - March 15.
 - 50% of value in the pay period covering October 1 - October 15.
 - If the bargaining unit member separates from the institution before reaching one of the aforementioned pay periods, the remaining 50% will be paid out in the bargaining unit member's final paycheck.
16. Upon completion of the off-ramp
 - Time on the off-ramp shall be applied toward full time served for eligible retiree status.
 - If a bargaining unit member has reached eligible retiree age/service, then that person may, at the bargaining unit member's option, receive full retiree benefits under the CBA.
 - If a bargaining unit member has not reached eligible retiree age/service, then that person shall not receive retiree benefits under the CBA.
17. Librarians who take the off-ramp are subject to the same restrictions and benefits, as applicable above, as outlined in numbers 1, 2, 3, 7, 11, 13, 14, 15, 16.

Employee Name (Print)

Employee Signature

Date

Utica University representative (Print)

U.U. representative signature

Date

Cc: Provost, School Dean or Dean of Library, AAUP-Utica Chapter President

Tentative Agreement

Appendix B

Voluntary Half-Time Off-Ramp Program Terms

1. Bargaining unit members must agree to the Voluntary Half-Time Off-Ramp Program no later than October 1 if taking the off-ramp beginning January 1 or March 1 if taking the off-ramp beginning August 1.
2. The maximum time on off-ramp is 2 years. A bargaining unit member does not need to specify the number of years when entering the off-ramp but must indicate by March 1st of each year if intending to stay for another academic year.
3. Bargaining unit members that elect to take the Half-Time Off-Ramp Program are not eligible to return to any full-time position at the University until one year after they have separated from the University. Exceptions require written agreement (MOU) between the Union and University.
4. Bargaining unit members will receive half pay.
5. Participants remain a member of the bargaining unit during time on the off-ramp.
6. Except where otherwise noted, bargaining unit members receive and retain all benefits, raises, and protections of the collective bargaining agreement (CBA), including but not limited to University retirement contribution rates (as identified in the CBA, based on the reduced base salary), healthcare, tuition benefits, etc.
7. Faculty members participating in the Half-Time Off-Ramp will be responsible for faculty duties as outlined in the CBA, Article 8.13, with the following exceptions:
 - a. Participation in meetings (e.g., department, Faculty Senate, etc.) is not expected and shall not be considered an element of service.
 - b. Participation in University events (e.g., commencement, etc.) is not expected.
 - c. Participants shall not be required to advise students.
 - d. Participants shall not be required to assist in registration or orientation.
 - e. Participants shall not be required to perform other University duties, unless state or federally mandated.
8. Bargaining unit faculty members and librarians participating in the off-ramp retain rank and all participants retain seniority. For the purposes of retrenchment and layoffs, bargaining unit faculty members and librarians that elect to go onto the voluntary Half-Time Off-Ramp shall retain their retrenchment seniority, rank, and position in the retrenchment order and recall.
9. For faculty members participating in the off-ramp, load shall not exceed twelve (12) classroom contact hours for the year.
 - a. Distribution of contact hours can vary (e.g., 6/ 6, or 9/3, 3/9), but the faculty member should teach at least 3 contact hours in the fall semester and at least 3 contact hours

Tentative Agreement

- in the spring semester. A standard load of 6/6 is expected unless an alternative distribution is agreed upon by Department Chair/Director, bargaining unit member, Dean, and Provost.
- b. Faculty with reductions for grants would continue to receive the grant reduction towards this 12-contact hour load.
 - c. Faculty members may retain chair/directorships, etc. and associated reductions only at the discretion of the Dean/Provost and request of the bargaining unit member.
10. No overloads nor non-traditional teaching are permitted, except in exceptional circumstances and only then when approved by the faculty member, Department Chair/Director, Dean, and Provost. Non-traditional teaching (NTT) assignments, if approved, will be compensated by using a head count rate, so that no NTT credits will be earned during the off-ramp period. Head-count rate for an independent study course is \$136/student for each contact hour and for tutorial it is \$272/student for each contact hour. If the head-count rate increases during the term of this agreement, then bargaining unit members on the Half-Time Off-Ramp shall also receive such increases. The headcount rate shall only be used for independent studies and tutorials for bargaining unit faculty on the Half-Time Off-Ramp.
 11. If a faculty member separates from the University after the first half of a year in which they taught more than 6 contact hours (i.e. they do not finish the whole year), then the faculty member will be compensated for those additional credits (over 6) at the prevailing overload rates.
 12. Pay for faculty members in the off-ramp will be handled the same way it is for regular full-time faculty, i.e., the half pay salary amount will be paid over a 10-month period (August 1- May 31) unless the faculty member chooses deferred salary payments to spread over 12 months. Faculty members not already participating in deferred salary payments may not move to deferred salary payments until August 1st.
 13. Faculty members shall not be required to teach in summer, except under circumstances noted in Article 8.13 of the CBA.
 14. Bargaining unit members on the off-ramp may not work full-time at another academic institution.
 15. Reappointment:
 - o Tenure-eligible, not yet tenured faculty shall no longer go through the reappointment process and are allowed to retain the Half-Time Off-Ramp Program for a maximum of 2 years.
 - o Any Non-Tenure Eligible faculty whose contract expires before the end of the 2-year off ramp will have their contract end date automatically extended to the end of the 2-yr period (either December 31 or May 31, depending upon start date).
 16. Faculty members on the off-ramp shall not go through the Professional Development Evaluation process nor receive Professional Development Evaluation raises except that anyone who has started the Professional Development Evaluation process may complete it. If the person successfully completes the Professional Development Evaluation process, that person would be eligible for 50% of the Professional Development Evaluation raise in effect for the following academic year or 50% contribution for the restricted account per Article 8.14 of the CBA.

Tentative Agreement

17. If a bargaining unit member is promoted while on the off-ramp, that person shall receive 50% of the promotional raise in effect for the following academic year. Standards for promotion are found in Article 8 of the CBA for faculty and Article 9 for librarians, and do not differ for those on the off-ramp.
18. Faculty members on the off-ramp shall not be eligible to apply for sabbaticals or mini-sabbaticals.
19. Faculty and librarian members on the off-ramp are eligible for all FRC funds (e.g., Faculty Leadership Funds), except for summer fellowships.
20. Bargaining unit members on the off-ramp will keep their current office.
21. Bargaining unit members on the off-ramp will receive an NTT credit buyout of up to 45 NTT credits as provided in the CBA. The remaining credits are forfeited.
 - a. NTT buyout is paid out as follows:
 - i. 50% of value in the pay period covering March 1- March 15.
 - ii. 50% of value in the pay period covering October 1- October 15.
 - iii. If the bargaining unit member separates from the institution before reaching one of the aforementioned pay periods, the remaining 50% will be paid out in the bargaining unit member's final paycheck.
22. Tuition Benefits:
 - a. For non-retirement eligible members who move to the off-ramp,
 - All IRS dependents currently utilizing tuition benefits before the bargaining unit member moves to the Half-Time Off-Ramp Program are eligible to continue under the current tuition benefit guidelines.
 - Once the eligible member's off-ramp period ends, IRS dependents who were currently utilizing tuition benefits will only be eligible for full-time tuition benefits under the Utica University Undergraduate Dependent Scholarship award at the University even after separation from University, until either completion of their degree or the children reach age 24.
 - b. For retirement eligible members who move to the off-ramp, IRS dependent children (as defined by IRS guidelines) are eligible for tuition exchange and other tuition benefits under Article 19 of the CBA.
23. Upon completion of the off-ramp,
 - Time on the off-ramp shall be applied toward full time served for eligible retiree status.
 - If a bargaining unit member has reached eligible retiree age/service, then that person may, at the bargaining unit member's option, receive full retiree benefits under the CBA.
 - If a bargaining unit member has not reached eligible retiree age/service, then that person shall not receive retiree benefits under the CBA.
24. Librarians who take the off-ramp are subject to the same restrictions and benefits, as applicable above, as outlined in numbers 1-6, 8, 10, 14, 17, 19, 20, 21, 22, 23.

Tentative Agreement

Employee Name (Print)

Employee Signature

Date

Utica University representative (Print)

U.U. representative signature

Date

Cc: Provost, School Dean or Dean of Library, AAUP-Utica Chapter President

Tentative Agreement

Appendix C

Transitional Sabbatical Program

The Transitional Sabbatical program is designed to honor the contributions and service of dedicated bargaining unit faculty members. The terms for the program are as follows:

1. Transitional Sabbaticals provide bargaining unit faculty members who intend to retire or resign from the University one semester free from teaching and all other University obligations, while receiving full pay and benefits, to complete outstanding research or other scholarly endeavors and transition teaching responsibilities.
2. Utica University ("the University") will guarantee two (2) Transitional Sabbaticals each academic year. Additional Transitional Sabbaticals may be granted at the discretion of the President. Transitional Sabbaticals awarded by the University do not apply to the University's sabbatical obligations in 8.11.
3. Bargaining unit faculty members with ten (10) or more years of completed service to the University as a bargaining unit faculty member may apply for a Transitional Sabbatical.
4. Transitional Sabbaticals may be taken only during the Fall semester.
5. Requests for Transitional Sabbatical must be submitted to the President no later than January 25 of the calendar year during which the faculty member wishes to take a Transitional Sabbatical.
6. Requests for Transitional Sabbatical do not require an application or supporting package. A written expression of interest sent to President@utica.edu is sufficient.
7. If a faculty member's request for Transitional Sabbatical is approved, in order to receive the Transitional Sabbatical, the faculty member must submit an irrevocable letter of retirement or resignation from the University with an effective date of December 31st of the calendar year in which the sabbatical will be taken. The irrevocable letter of retirement or resignation must be submitted to the Office of Human Resources within fourteen (14) days of the faculty member's receipt of notification that their request for Transitional Sabbatical was approved. If the faculty member fails to submit an irrevocable letter of retirement or resignation within fourteen (14) days, the President will withdraw the Transitional Sabbatical offer.
8. Transitional Sabbaticals are offered on a first-come, first-served basis.
9. Participants remain a member of the bargaining unit during time of the Transitional Sabbatical.
10. Participants shall not be required to submit any status reports regarding their Transitional Sabbatical.
11. Bargaining unit faculty members that receive a Transitional Sabbatical shall keep their office, email, computing, library, recreational and other University privileges through the end of their Transitional Sabbatical.

Tentative Agreement

Appendix D

**UTICA UNIVERSITY
UNIVERSITY SEPARATION AGREEMENT
FOR MEMBERS OF THE AAUP-UTICA COLLECTIVE BARGAINING UNIT
SEPARATION AGREEMENT AND RELEASE**

This sets forth the terms of the SEPARATION AGREEMENT AND RELEASE (“Separation Agreement”) entered into as of _____, 20__ by and between Utica University, with offices at 1600 Burrstone Road, Utica, NY 13502 (“University”), and _____, an individual currently employed by the University (“Employee”) (collectively “Parties” or “The Parties”).

RECITALS

The University and Employee acknowledge the following:

- A. Employee currently is employed by the University in the employment position of _____.
- B. The University has exercised its right to retrench or lay off Employee as identified in Article 15 of the Agreement Between Utica University and AAUP-Utica (“the Collective Bargaining Agreement”), and the Memorandum of Agreement Between Utica University and AAUP-Utica signed October 2023, the Memorandum of Agreement Between Utica University and AAUP-Utica addressing the financial circumstances facing the University signed February 2025, the Memorandum of Agreement Between Utica University and AAUP-Utica signed December 2025, the Memorandum of Agreement Between Utica University and AAUP-Utica signed June 2026, and all other Memoranda of Agreement that are in effect.
- C. Under the terms of the Memorandum of Agreement Between Utica University and AAUP-Utica signed July 2026 the University is offering separation packages not otherwise required or provided under the terms of the Collective Bargaining Agreement.
- D. By this Separation Agreement, The Parties intend to set forth the obligations and responsibilities of The Parties so as to constitute a complete agreement regarding their rights and obligations to each other arising out of Employee’s separation from employment. This Separation Agreement is entered into pursuant to the Memorandum of Agreement Between Utica University and AAUP-Utica signed July 2026.
- E. Pursuant to this Separation Agreement, Employee will waive certain legal claims as set forth in paragraph 6 below. Employee is advised to seek guidance from an attorney to understand their rights.

Tentative Agreement

SEPARATION AGREEMENT

1. **Termination of Employment.** Employee understands that their employment with the University will end at the close of business on _____, 20__ (“Separation Date”).

2. **Rights, Benefits, and Obligations.** As of the Separation Date, all of Employee’s rights, benefits, and privileges of employment shall cease, except those identified in paragraph 6, and Employee shall only receive those payments and benefits that are expressly provided for in this Separation Agreement or that may be provided pursuant to the terms of the applicable University plans, programs and policies, or as provided in the Collective Bargaining Agreement and all Memoranda of Agreement that are in effect. Employee acknowledges and agrees that they have no right to any other payments or benefits not specified in this Separation Agreement, other than rights to payments or benefits that may be provided pursuant to the terms of applicable University plans, programs and policies, or as provided in the Collective Bargaining Agreement and all Memoranda of Agreement that are in effect.

3. **Payment.** Provided Employee does not revoke this Separation Agreement pursuant to paragraph 6 below, the University will pay to or provide to Employee all payments and benefits described in the Section 9 Options A, B or C of the Memorandum of Agreement Between Utica University and AAUP-Utica signed July 2026, subject to the terms and conditions described in this Separation Agreement (receipt of which Employee hereby acknowledges), the Collective Bargaining Agreement, and the Memorandum of Agreement Between Utica University and AAUP-Utica signed July 2026. Payments and benefits will be subject to applicable withholdings and deductions. Employee has chosen Option _____ as part of this Separation Agreement."

4. **Neutral Reference.** In the event of a request for a reference from a prospective employer of Employee, made to the Office of Human Resources of the University, the University will provide a neutral reference only, the dates of Employee’s employment with the University, and indicating that Employee was separated due to retrenchment or layoff.

5. **COBRA.** Employee will be provided with notice of their rights, and the rights of other qualified beneficiaries, under the Consolidated Omnibus Budget Reconciliation Act of 1985 as amended (“COBRA”), if any.

Tentative Agreement

6. General Release and Covenant Not to Sue.

- a. Subject to the exceptions set forth in paragraphs 6(b) and 6(c), below, Employee for themselves, their heirs, administrators, successors and assigns agrees they will not, individually or jointly, bring, file, claim, sue or cause, assist, or permit to be brought, filed, or claimed any action, cause of action, or proceeding against the University, its affiliates, officers, or employees in any state or federal court, or before any administrative agency. This covenant covers any and all claims, demands, causes of action, or liabilities arising out of or related to Employee's employment or termination of that employment that are not excepted in paragraphs 6(b) and 6(c) below.
- b. Employee understands and agrees that nothing in this Separation Agreement prevents them from exercising their rights under the current Collective Bargaining Agreement and all Memoranda of Agreement that are in effect, including the use of and participation in the grievance/arbitration procedure, discussing the terms of employment, or the conditions of their employment with their union representative(s), or from prospectively exercising any rights protected by Section 7 of the National Labor Relations Act.
- c. Employee understands that nothing in this General Release, or this Separation Agreement generally, prevents them from filing a charge with the United States Equal Employment Opportunity Commission ("EEOC"), the National Labor Relations Board ("NLRB"), the New York State Division of Human Rights ("SDHR"), or other comparable administrative agency or participating in any administrative investigation or proceeding conducted by such agencies.

7. Representations. Employee acknowledges and agrees that:

- a. Employee has read this Separation Agreement and understands its meaning and effect.
- b. Employee has knowingly and voluntarily entered into this Separation Agreement of their own free will.
- c. Employee is not waiving or releasing any claim arising after the date of this Separation Agreement.
- d. Employee is receiving valuable consideration to which Employee would not otherwise be entitled.

Tentative Agreement

- e. Employee has been advised to consult with an attorney before signing this Separation Agreement.
 - f. Employee has been advised that Employee has sixty (60) days to consider the terms of this Separation Agreement.
 - g. Employee has seven (7) days after the signing of this Separation Agreement to revoke it by notifying the Associate Vice President for Human Resources, in writing of Employee's decision to revoke. For such revocation to be effective, the notice of revocation must be received no later than 5:00 p.m. on the seventh calendar day after Employee signs this Separation Agreement. This Separation Agreement shall not become effective or enforceable until the revocation period has expired.
8. **Non-Admission.** This Separation Agreement and the consideration exchanged do not constitute and shall not be used or construed in any way as an admission of liability, wrongdoing, or a violation of any law, rule, regulation, or order by the University, any other Released Party, or the Employee.
9. **Choice of Law.** This Separation Agreement shall be construed and enforced in accordance with the statutes and common law of the State of New York.
10. **Severability.** The Parties agree that if any provision, or any part or term of any provision, including, but not limited to, any term, provision, or part of paragraph 6 of this Separation Agreement, is deemed unenforceable by a court or other tribunal of competent jurisdiction, such provision, term, or part shall be treated as if it were deleted from the Separation Agreement and the remainder of the Separation Agreement shall remain in full force and effect.
11. **Entire Agreement.** This Separation Agreement represents the entire agreement and understanding between The Parties and supersedes all prior agreements or understandings whether oral or written. The Parties acknowledge that no representation, promise, inducement, or statement of intention has been made by any party to this Separation Agreement that is not embodied in this Separation Agreement, and agree that no party shall be bound by, or be liable for, any alleged representation, promise, inducement, or statement of intention not set forth in this Separation Agreement.
12. **Modification of Separation Agreement.** This Separation Agreement may not be modified except by a written agreement signed by The Parties.

Tentative Agreement

EMPLOYEE

Date: _____, 20__

[SAMPLE – DO NOT SIGN]

By: Employee

STATE OF NEW YORK)

COUNTY OF _____) ss.:

On _____, 20__, before me, the undersigned, a notary public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that Employee executed the same.

[SAMPLE – DO NOT SIGN]

Notary Public

UTICA UNIVERSITY

Date: _____, 20__

[SAMPLE – DO NOT SIGN]

By: _____

AVP for Human Resources

STATE OF NEW YORK)

COUNTY OF _____) ss.:

On _____, 20__, before me, the undersigned, a notary public in and for said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity as Associate Vice President for Human Resources, and that by their signature on the instrument, the individual or the person upon behalf of which the individual acted, executed this instrument.