

MEMORANDUM OF AGREEMENT

BETWEEN UTICA UNIVERSITY AND AAUP-UTICA

The Parties agree as follows:

1. BOTH PARTIES AGREE TO REPLACE SECTION 15.1 AS FOLLOWS:

“The parties agree that retrenchment is an extreme measure and not to be entered into lightly.

In the event of a reduction in academic offerings, elimination of programs, and/or financial exigency, which will result in the reduction of bargaining unit members (any such event being a “Retrenchment”), the following procedures shall apply.

- 1) Before a retrenchment or layoff decision is made, the Provost shall give notice of the proposed retrenchment to the Faculty of the affected department, the Department Chair, the Dean of the School, and the Union. In retrenchment circumstances, other than due to the University’s financial exigency, the Provost shall notify the Union a minimum of 180 days before the intended retrenchment decision, and such notification shall include the following information: (1) the number of proposed reductions identified by program, department and/or school with as much specificity as possible; and (2) the timetable of the proposed reductions. Following the notice, within thirty (30) days, the Union may request to meet with the Provost, Department Chair, and Dean to discuss the rationale for and implementation of the proposed retrenchment.
- 2) For any retrenchment decision, when feasible, the process of natural attrition shall be used to achieve the Retrenchment.
- 3) If the Retrenchment cannot be accomplished by natural attrition bargaining unit members shall be given the opportunity and a reasonable period of time not to exceed sixty (60) days, to reach voluntary agreement among themselves as to the order of Retrenchment.
- 4) If the Retrenchment is not accomplished in the time frame referred to above, part-time professional employees in the same fields or areas of work as affected bargaining unit members shall be laid off first, followed by non-tenured or non-continuous appointment bargaining unit members, and then followed by tenured or continuous appointment bargaining unit members.

The decision to retrench rests with the President and the Board of Trustees, subject to the provisions of this Article and the rest of the Agreement.”

2. SALARIES:

2.1 Salaries

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 Sum Added to Base	Reimbursement From 2020-2021 Reduction Added To Base Salary
2022-2023	0%	\$0	None
2023-2024	2.5%	\$650	None
2024-2025	3.0%	\$700	10%
2025-2026	3.5%	\$750	10%
2026-2027	3.5%	\$800	None

** 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 2024-2025 and 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. Bargaining unit members who have separated from the University are not eligible for these additional base salary increases.

2.2 Minimum Annual Salary

a. Beginning with the 2023-2024 Academic Year, minimum annual salaries are to be increased for the academic years as set forth in Table 2 below. The parties agree that after May 31, 2027, there is no agreement to increase minimum salaries beyond the levels in AY 2026-2027, and that no further increases to minimum salaries will take effect in the absence of a subsequent signed agreement.

b. In the event that moving an individual bargaining unit faculty member to an agreed upon minimum salary results in a one-time salary adjustment of \$10,000.00 or greater, the adjustment will occur over a two-year span, with a \$10,000.00 adjustment on August 1 of the impacted year, followed by the remaining adjustment to reach the minimum to take effect on August 1 of the following year. Any annual increases or bonuses due in the second year of this two-year span will accrue at that time on the full amount of the adjusted salary.

c. Minimum annual salaries for this period will be:

Table 2 – Minimum Annual Salary

Rank	2023-2024	2024-2025	2025-2026	2026-2027
Assistant Professor/ Professor of Practice	\$61,500	\$62,500	\$63,500	\$64,500
Associate Professor	\$71,500	\$72,750	\$74,000	\$75,250
Professor	\$89,500	\$91,000	\$92,500	\$94,000
Distinguished Professor	\$104,000	\$106,000	\$108,000	\$110,000
Librarian I	\$55,380	\$56,000*	\$57,000*	\$58,000*
Librarian II	\$65,000	\$66,100	\$67,200	\$68,300
Librarian III	\$75,000	\$76,200	\$77,400	\$78,600
HEOP Counselor	\$55,380	\$55,380*	\$56,000*	\$57,000*

* to be increased in accordance with New York State Department of Labor directives as needed.

2.3. Both parties agree to a new section to Section 8.13 “Faculty Duties” to include the following statement at the beginning of the article:

“Teaching Load and Additional Duties – expressed in 8.13(a) and 8.13(b) respectively – are required only during the Academic Year. The Academic Year is defined as the generally nine (9)-month period that begins three (3) business days prior to the start of the Fall semester traditional ground undergraduate classes and ends with Commencement in May. All dates are as set forth in the academic calendar, which is subject to Article 22 of this Agreement.

Bargaining unit faculty members are required to perform the duties expressed in 8.13(a) and 8.13(b) only during the Academic Year except to teach those major required courses in departments that only offer such courses during the summer or winter breaks as outlined in 8.13(a). Winter break is defined as the period following the University deadline for submission of grades in December until three (3) business days prior to the start of classes in the following January.

Bargaining unit faculty members are required to perform the additional duties outlined in 8.13(b) only during the Academic Year, with the exception of breaks and university holidays. No bargaining unit faculty member shall be subjected to adverse consequences or negative repercussions for not performing additional duties outside the Academic Year or during breaks.

In those instances where bargaining unit members perform the duties expressed in 8.13(a) and 8.13(b) during the summer or winter breaks because their department(s) offers major required courses that are only taught during the summer or winter breaks, an alternate general nine (9)-month schedule that results in a substantially equivalent break in teaching and additional duties that other bargaining unit faculty members receive shall be mutually agreed upon in writing between the bargaining unit member and the School/Division Dean or the Dean’s designee.

Deadlines that require summer or winter break work from faculty should be avoided. If deadlines necessitate faculty work outside the Academic Year, such additional duties should be treated as work and shall be bargained through the Union.”

3. PROFESSIONAL DEVELOPMENT FUNDS (SECTION 19.12)

AY 2022-2023	\$150,000
AY 2023-2024	\$160,000
AY 2024-2025	\$175,000
AY 2025-2026	\$190,000
AY 2026-2027	\$205,000

4. PDC REVIEW (SECTION 8.14)

PDC	2022-2023*	2023-2024	2024-2025	2025-2026	2026-2027
Distinguished Prof (new 2015)	\$4,500.00	\$4,612.50	\$4,750.88	\$4,917.16	\$5,089.26
Professor	\$4,500.00	\$4,612.50	\$4,750.88	\$4,917.16	\$5,089.26
Associate Professor	\$3,500.00	\$3,587.50	\$3,695.13	\$3,824.45	\$3,958.31
Assistant Professor	\$3,000.00	\$3,075.00	\$3,167.25	\$3,278.10	\$3,392.84

* For AY 2022-2023, the PDC raises already given shall remain the same, but the difference between the PDC raises already given and the above amounts listed for AY 2022-2023 shall be added to base salary for AY 2023-2024 before the calculation of the base salary increases. [Note: The amounts in AY 2023-2024, AY 2024-2025, AY 2025-2026, and AY 2026-2027, reflect an increase by the applicable percentage of base salary increase.]

5. PROMOTION (SECTION 8.12)

Promotion	2022-2023*	2023-2024	2024-2025	2025-2026	2026-2027
Distinguished Prof (new 2015)	\$10,000.00	\$10,250.00	\$10,557.50	\$10,927.01	\$11,309.46
Promotion to Professor	\$8,800.00	\$9,020.00	\$9,290.60	\$9,615.77	\$9,952.32
Promotion to Assoc. Prof	\$6,500.00	\$6,662.50	\$6,862.38	\$7,102.56	\$7,351.15
Promotion to Lib III	\$7,100.00	\$7,277.50	\$7,495.83	\$7,758.18	\$8,029.72
Promotion to Lib II	\$4,500.00	\$4,612.50	\$4,750.88	\$4,917.16	\$5,089.26

* For AY 2022-2023, the promotion raises already given shall remain the same, but the difference between the promotion raises already given and the above amounts listed for AY 2022-2023 shall be added to base salary for AY 2023-2024 before the calculation of the base salary increases. [Note: The amounts in AY 2023-2024, AY 2024-2025, AY 2025-2026, and AY 2026-2027, reflect an increase by the applicable percentage of base salary increase.]

6. OVERLOAD (SECTION 18.3)

Overload	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
Distinguished Prof (new 2015)	\$1,656.01	\$1,697.41	\$1,748.33	\$1,809.52	\$1,872.86
Professor	\$1,656.01	\$1,697.41	\$1,748.33	\$1,809.52	\$1,872.86
Associate Professor	\$1,512.93	\$1,550.75	\$1,597.28	\$1,653.18	\$1,711.04
Assistant Professor	\$1,373.58	\$1,407.92	\$1,450.16	\$1,500.91	\$1,553.44
Professor of Practice	\$1,373.58	\$1,407.92	\$1,450.16	\$1,500.91	\$1,553.44
Instructor	\$1,271.55	\$1,303.34	\$1,342.44	\$1,389.42	\$1,438.05
Librarian	\$1,271.55	\$1,303.34	\$1,342.44	\$1,389.42	\$1,438.05

[Note: The amounts in AY 2023-2024, AY 2024-2025, AY 2025-2026, and AY 2026-2027, reflect an increase by the applicable percentage of base salary increase.]

7. Both parties agree to meet and negotiate beginning on or about January 15, 2024, about the subject of health care benefits and reimbursements for employees (including their covered dependents and spouses) who live and/or work in jurisdictions that have legal restrictions on health care services that are provided by the health care plan(s) offered by the University to bargaining unit members who work in New York State.

8. Both parties agree that the work of the subcommittee on non-economic proposals sunset on April 30, 2024. The Union's proposal regarding discipline shall be included in this group's discussion.

9.
 - a. Any evaluations of any bargaining unit member during the term of this Agreement shall take into account the circumstances during the semesters and sessions between Spring 2020 and Spring 2022 including, but not limited to, disruption of teaching, professional accomplishment, and service, as may be applicable to the bargaining unit member during such time period.
 - b. No bargaining unit member shall be subject to adverse consequences or negative repercussions in future evaluations, reappointments, promotions, tenure, sabbatical applications, or any other decisions, for exercising any right under the August 26, 2021, Memorandum of Agreement, including, but not limited to, the use or non-use of Student Opinionnaires on Teaching ("SOOTs"), the extension of the tenure clock, and/or delaying Professional Development Evaluation during the period outlined in the aforementioned Memorandum of Agreement.
 - c. The non-economic subcommittee may consider whether an alternative to the SOOTs evaluation process is appropriate with such work to be completed no later than April 30, 2024. Unless an alternative evaluation process is approved by the parties, the current SOOTs evaluation process shall continue for the term of this Agreement.
10. The AAUP-Utica agrees to put the grievance and requested arbitration for Case Number 01-23-0000-9549 into abeyance until December 15, 2023. Both parties agree to discuss potential revisions to Article 7.1 (Governance-Faculty Senate) in the ongoing work of the subcommittee on non-economic proposals. The December 15, 2023, abeyance date may be extended upon mutual agreement.
11. All terms of this Agreement shall be retroactive to June 1, 2022, unless otherwise specified in this Agreement.
12. Any sunset date in the CBA shall be modified to expire on May 31, 2027.
13. All other terms of the current collective bargaining agreement shall remain the same except as modified by the parties during negotiations. Any such modifications shall be specifically incorporated into this Agreement. This proposal is for a 5-year agreement.

For the University:



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

Date: 10/6/23

For the AAUP-Utica:



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

Date: 10-6-23