

MEMORANDUM OF AGREEMENT
BETWEEN UTICA COLLEGE AND AAUP-UC

WHEREAS, Utica College ("Employer" or "College") and AAUP-UC ("Union") (collectively "the Parties") have entered into a collective bargaining agreement dated June 1, 2015 through May 31, 2020 ("CBA");

WHEREAS, the Parties have begun collective negotiations for a successor agreement, but have determined that they will be unable to complete these negotiations in a reasonable time period because of the restrictions imposed by the COVID-19 pandemic;

WHEREAS, the parties wish to have stability in their relationship and a hiatus in their negotiations for a successor agreement until a mutually agreeable later date;

WHEREAS, the parties seek to address the immediate financial circumstances imposed on the College by the COVID-19 pandemic.

NOW WHEREFORE, the Parties agree as follows:

1. The Parties will extend the current CBA to expire on May 31, 2021, with the following additional terms and understandings:

A. All compensation and benefits between June 1, 2020, and May 31, 2021, shall be at the 2019-2020 academic year levels including, but not limited to, all items listed in Article 8, Section 14 and Articles 18 (except Article 18.1 as described in paragraph 1.B below) and 19 (except Article 19.12 as described in paragraph 1.C below).

B. With respect to Article 18.1, compensation will remain unchanged except that in academic year 2020-21, any bargaining unit member whose annual base salary at the beginning of that academic year is \$55,001 or higher will have a 7.625% (seven and five-eighths percent) reduction in salary; however, no bargaining unit member's annual base salary will be reduced to less than \$55,000. Bargaining unit members whose annual base salary is \$55,000 or lower will have no reduction in annual base salary. When the parties negotiate again for a successor contract to this one-year contract extension, salaries will be negotiated from the salaries that were in place as of May 31, 2020, or in the case of initial appointments, to the level stated in the appointment letter, and not the reduced salaries that resulted from this Memorandum of Agreement. Compensation as set forth in Article 18.2, 18.3 and 18.4 will remain the same as in academic year 2020-21. Any reductions pursuant to this paragraph shall occur after the raises in Articles 8.14 and 18.2 are applied to the base salary. Salaries effective June 1, 2021 will be the result of a negotiated successor agreement.

C. With respect to the Professional Development Funds described in Article 19.12, the College will provide 46.3% (forty six and three-tenths percent) of the academic year 2019-2020 level, or \$62,500 ;

D. The parties agree that the issue of retroactivity is subject to negotiations when negotiations are resumed;

E. All raises for promotions and successful PDC reviews from the 2019-2020 academic year shall be paid beginning August 1, 2020 at the 2019-2020 academic year rates.

F. For any Student Opinionnaires on Teaching (SOOTs) administered during Spring 2020 and/or Summer 2020, bargaining unit members shall have the opportunity to review them upon completion and choose whether the SOOTs will be included in any future materials for consideration of reappointment, tenure, promotion, and/or professional development evaluation procedure. The bargaining unit member shall choose only whether to include all the SOOTs or none for all purposes. For the Spring 2020 SOOTs, the deadline for this decision shall be September 1, 2020, or two weeks after the SOOTs are made available to the bargaining unit member, whichever is later. For the Summer 2020 SOOTs, the deadline for this decision shall be October 15, 2020, or two weeks after the SOOTs are made available to the bargaining unit member, whichever is later. Should the College move to online only instruction for any or part of the remaining term of this extension, this option shall be made available to affected bargaining unit members for those impacted semesters or sessions with mutually agreeable deadlines. No bargaining unit member shall be subject to negative future repercussions in evaluations, sabbatical applications, promotions, reappointments, tenure, or any other decisions for choosing not to include the SOOTs in his/her materials.

G. Bargaining unit tenure-track faculty and librarians may choose, without penalty or future negative repercussions, to extend their probationary period by one year. The deadline for this decision shall be August 15, 2020, for bargaining unit members scheduled to go up for tenure or continuous appointment in the 2020-2021 academic year and January 15, 2021, for bargaining unit members scheduled to go up for tenure or continuous appointment after the 2020-2021 academic year. Should the College move to online only instruction for any or part of the remaining term of this extension, this option shall be made available to affected bargaining unit members for those impacted semesters or sessions with mutually agreeable deadlines. Any bargaining unit member who chooses to extend his/her probationary period will repeat the reappointment procedure he/she followed in the 2019-2020 academic year (i.e., if the bargaining unit member had a "third-year" reappointment in the 2019-2020 academic year, then he/she will repeat that third-year reappointment procedure in the 2020-2021 academic year). Future reappointments will proceed in numerical order following the tenure/continuous appointment review.

H. Tenured faculty scheduled to appear before the Professional Development Committee ("PDC") in the 2020-2021 academic year may elect to postpone said review until the 2021-2022 academic year. The deadline for this decision shall be September 15, 2020. Should the College move to online only instruction for any or part of the remaining term of this extension, this option shall be made available to affected bargaining unit members for a second year. For tenured faculty scheduled to appear before the PDC after the 2020-2021 academic year, the PDC shall take into consideration the disruption in teaching, professional accomplishment, and service in the Spring 2020 semester and any future semester or session during the term of this extension in which the College may move to online only instruction. No bargaining unit member shall be subject to negative future repercussions in any future PDC review or in any other manner for electing to postpone his/her review pursuant to this paragraph.

I. The Faculty Resources Committee ("FRC") shall take into consideration the disruption in teaching, professional accomplishment, and service in the Spring 2020 semester and any future semester or session during the term of this extension in which the College may move to online only instruction. No bargaining unit member shall be subject to negative future repercussions in any future FRC consideration or in any other manner in any recommendation from the FRC related to the College's

move to online only instruction during the Spring 2020 semester and any future time during the term of this extension.

J. Any evaluation of any bargaining unit member's performance during the Spring 2020 semester and any future semester or session during the term of this extension in which the College may move to online only instruction shall take into account the unusual circumstances of such semester or session including, but not limited to, disruption of teaching, professional accomplishment, and service, as may be applicable to the bargaining unit member, during such semester or session.

K. Add this paragraph to Article 15 of the CBA: The College and Union have entered into this Memorandum of Agreement with a goal of making economic revisions to the CBA to avoid layoffs or retrenchments. During the term of this extension, the College is committed to making good faith efforts to avoid layoffs or retrenchments of bargaining unit members. During the term of this extension, retrenchments and layoffs will occur solely for the reason of the College's financial exigency. This commitment will sunset as of May 31, 2021.

L. Article 24.1 shall be modified to not require either party to provide at least one hundred twenty (120) days' notice prior to the termination date of this extension as such notice has already been satisfied.

M. Any sunset date in the CBA shall be modified to expire on May 31, 2021.

2. This MOA is non-precedent setting and no portion thereof may be used by either party to establish a past practice or precedent in any subsequent proceeding that is not related to the enforcement of this MOA or the CBA.

3. The parties agree that any alleged violation of this Memorandum of Agreement is subject to the Grievance and Arbitration Procedure set forth in Article 16 of the CBA.

For the College:

By: _____

Date: _____

For the AAUP-UC

By: _____

Date: _____