

ARTICLE 16
COMPENSATION

Expired
12/15/2009

Section 1. Each bargaining unit faculty member employed as a member of the bargaining unit on July 1, 2004, and who is a member of the bargaining unit as of the effective date of the ratification of this Agreement shall receive an increase of 2½% retroactive to July 1, 2004. This increase shall consist of a 2½% one-time payment to compensate for backpay from July 1, 2004 to the date of payment, and a 2½% increase to the bargaining unit member's 2004-2005 base salary.

Section 2. 2005-2006 Academic Year. Each bargaining unit faculty member employed as a member of the bargaining unit on July 1, 2005, and who is a member of the bargaining unit as of the effective date of the ratification of this Agreement shall receive an increase of 2½% retroactive to July 1, 2005. This increase shall consist of a one-time payment to compensate for backpay from July 1, 2005 to the date of payment, and a 2½% increase to the bargaining unit member's base salary as of July 1, 2005.

Section 3. Each bargaining unit faculty member employed as a member of the bargaining unit as of January 1, 2006, shall receive an increase to their base pay as set out in Article 17. This additional compensation is designed to further offset medical costs, provide wellness alternatives and/or implement health management initiatives.

Section 4. 2006-2007 Academic Year. Each bargaining unit faculty member employed as a member of the bargaining unit as of July 1, 2006, who also was a member of the bargaining unit as of the beginning of Spring semester 2006, whose performance review is satisfactory or better as determined by the merit review criteria shall receive an increase of 2%. In addition, an amount of 2½% will be set aside for a merit increase based on merit evaluation for the academic year 2005-2006. Each bargaining unit member employed as a member of the bargaining unit as of July 1, 2006, who was also a member of the bargaining unit as of the first day of Fall semester 2005 and whose performance review is satisfactory or better as determined by merit evaluation criteria is eligible to receive an increase from the 2 ½% merit pool as determined by merit evaluation. An amount of ½% will be set aside for compression/market adjustments for bargaining unit faculty whose performance review is satisfactory or better. Each bargaining unit member employed as a member of the bargaining unit as of July 1, 2006, who was also a member of the bargaining unit as of the first day of Fall semester 2004, whose performance review is satisfactory or better as determined by merit evaluation criteria is eligible to receive an increase from the ½% market pool.

Section 5. 2007-2008 Academic Year. Each bargaining unit faculty member employed as a member of the bargaining unit as of July 1, 2007, who also was a member of the bargaining unit as of the beginning of Spring semester 2007, whose performance review is satisfactory or better as determined by the merit review criteria shall receive an increase of 1¼%. In addition, an amount of 1¼% will be set aside for a merit increase based on merit evaluation for the academic year 2006-2007. Each bargaining unit member employed as a member of the bargaining unit as of July 1, 2007, who was also a member of the bargaining unit as of the first day of Fall semester 2006 and whose performance review is satisfactory or better as determined by merit

evaluation criteria is eligible to receive an increase from the 1¼% merit pool as determined by merit evaluation. An amount of ½% will be set aside for compression/market adjustments for bargaining unit faculty whose performance review is satisfactory or better. Each bargaining unit member employed as a member of the bargaining unit as of July 1, 2007, who was also a member of the bargaining unit as of the first day of Fall semester 2005, whose performance review is satisfactory or better as determined by merit evaluation criteria is eligible to receive an increase from the ½% market pool.

Section 6. 2008-2009 Academic Year. Each bargaining unit faculty member employed as a member of the bargaining unit as of July 1, 2008, who also was a member of the bargaining unit as of the beginning of Spring semester 2008, whose performance review is satisfactory or better as determined by the merit review criteria shall receive an increase of 1½%. In addition, an amount of 1½% will be set aside for a merit increase based on merit evaluation for the academic year 2007-2008. Each bargaining unit member employed as a member of the bargaining unit as of July 1, 2008, who was also a member of the bargaining unit as of the first day of Fall semester 2007 and whose performance review is satisfactory or better as determined by merit evaluation criteria is eligible to receive an increase from the 1½% merit pool as determined by merit evaluation. An amount of ½% will be set aside for compression/market adjustments for bargaining unit faculty whose performance review is satisfactory or better. Each bargaining unit member employed as a member of the bargaining unit as of July 1, 2008, who was also a member of the bargaining unit as of the first day of Fall semester 2006, whose performance review is satisfactory or better as determined by merit evaluation criteria is eligible to receive an increase from the ½% market pool.

Section 7. 2009-2010 Academic Year. Any first-year negotiated increase reached as a result of negotiations for a successor to this Agreement shall be applied retroactive to July 1, 2009.

Section 8. Merit Increases.

A. Departmental Merit Criteria.

Each department shall formulate and adopt by majority vote of its bargaining unit faculty criteria for merit evaluations with specified weighting for the research, teaching, and service components. These criteria may subsequently be modified only by a majority vote of the department bargaining unit faculty. The department chair, dean, and the Senior Vice President and Provost must also approve these criteria.

B. Merit Review.

The department chair shall conduct an annual evaluation of every bargaining unit faculty member in accordance with the department's

bargaining unit faculty member evaluation criteria established pursuant to Subsection (A).

1. In preparation for the chair's evaluation, all members of the bargaining unit will submit to the chair a report of their teaching, scholarship, and service during the preceding academic year. For the purposes of merit review only, the academic year is defined as beginning on the first day of the first summer session and concluding with the day prior to the first day of the following year's first summer session. Bargaining unit faculty hired to begin either summer or fall semester of the preceding academic year shall be eligible for raise pools as outlined in Sections 4, 5, 6, and 7 of this article. Bargaining unit faculty hired to begin in the spring semester shall be eligible for only the across-the-board raise pool if he/she is reappointed for the coming year. A three-year rolling average may be the basis for the evaluation, if appropriate. In addition to any materials required by this Agreement, by Department merit criteria, or by the department chair, bargaining unit faculty may include whatever material will provide evidence of successful teaching, scholarship or service.
2. For each area -- teaching, scholarship, and service -- the Chair will provide a written evaluation and assign a ranking of "unsatisfactory," "satisfactory," "meritorious," "outstanding", and "extraordinary."
3. After conducting the evaluations, the department chair shall send to each Member of the bargaining unit a copy of his or her evaluation.
4. Any Member who disagrees with the chair's evaluation may send a written response to the chair. This rebuttal shall be attached to the original evaluation and forwarded to the college dean for resolution. The dean shall provide a copy of his or her decision to the Member and department chair.
5. Merit evaluation shall not be grievable unless the bargaining unit faculty member has been rated less than meritorious and then only as to procedural error and/or inadequate consideration in the review process. A bargaining unit faculty member may appeal a merit evaluation with which they disagree to the Senior Vice President and Provost.

C. Merit Raise Computation.

An overall score is calculated, rounded to the nearest 10th, based on the relative weights assigned to teaching, scholarship, and service as specified in the department bylaws. In this calculation, the following values

are assigned in each area: "unsatisfactory" = 1, "satisfactory" = 2, "meritorious" = 3, "outstanding" = 4, and "extraordinary" = 5.

An aggregate overall score of less than 2 points shall be considered unsatisfactory and shall disqualify the bargaining unit faculty member from participation in the merit pool. For example, if teaching is awarded 40%, research is awarded 40%, and service is awarded 20%; the bargaining unit faculty member receives individual scores of 2 for teaching, 2 for research, and 1 for service. The weighted scores would be .8 for teaching, .8 for research and .2 for service for an aggregate overall score of 1.8 which would disqualify the bargaining unit faculty member from participation in the merit pool.

The merit raise m_i for an individual bargaining unit faculty member will be determined as follows:

$$m_i = \left(\frac{p_i}{\sum_{j=1}^n p_j} \right) \times \frac{M}{2} + \left(\frac{p_i \times b_i}{\sum_{j=1}^n p_j \times b_j} \right) \times \frac{M}{2}$$

where

M is the total merit pool for the Member's department, $M = \sum_{j=1}^n b_j \times r$

r is the percentage merit increase specified by the applicable contract section.

n is the number of bargain unit faculty in the member's department.

p_i is the Member's 'overall score rounded to the nearest 10th' as specified in Subsection (B).

b_i is the Member's base salary.

p_j and b_j are the overall score and base salary, respectively, for all the bargaining unit faculty in the member's department. Here j is equal to 1,2,3, and so forth, up to n .

The merit pool will be divided into two equal parts – one part will be used to decide the merit ignoring the salary of the bargaining unit faculty and the other part will include the salary of the bargaining unit faculty. The following example illustrates the formula above:

$n = 5$

Salaries of: \$40,000; \$30,000; \$30,000; \$40,000; \$60,000

Total salaries: \$ 200,000

1% raise pool = \$ 2,000

Merit raise divided into two pools of \$1000 each

Person	Points	Percentage of total points	Amount	Person	Salary x points	Percentage of total points indexed to salary	Amount	Total
1	2.5	14%	\$140	1	\$100K	14%	\$140	\$280
2	4	23%	\$230	2	\$120K	17%	\$170	\$400
3	3	17%	\$170	3	\$ 90K	13%	\$130	\$300
4	4.5	26%	\$260	4	\$180K	26%	\$260	\$520
5	3.5	20%	\$200	5	\$210K	30%	\$300	\$500
TOTAL	17.5		\$1000		\$700K		\$1000	\$2000

Section 9. Market Adjustment.

Compression/market adjustments will continue to be determined by appropriate benchmarking within disciplines, using College and University Professional Association for Human Resources (CUPA-HR) data for comparable institutions. The process of selecting "benchmark" institutions would generally entail:

- A. The deans identifying appropriate "benchmarking" institutions from input provided by each department
- B. The deans then arriving at a common list of "benchmarking" institutions for the college, and
- C. The Council of Deans then arriving at a list of "benchmarking" institutions for the entire institution based on the lists provided by each college.

The following formula will be used to determine allocation to each discipline separately for the rank of professor and associate professor:

$$\frac{(B_i - U_i)S_i}{\sum (B_i - U_i)S_i} \times T = \text{amount allocated to } i^{\text{th}} \text{ discipline. To be denoted by A.}$$

- B_i represents the ratio of i^{th} discipline's average salaries to the average salaries paid to all faculty in rank at benchmark schools.
- U_i represents the ratio of i^{th} discipline's average salaries to the average salaries paid to all faculty in rank at The University of Akron
- S_i represents the total salary of all professors (and similarly will be S_i for associate professors) in the i^{th} discipline.
- \sum (sigma) represents sum over all disciplines for which $(B_i - U_i) > 0$.

- T represents the total market adjustment pool for professors (similarly T pool for associate professors)
- Initially, $(B_i - U_i)$ will be capped at .10 for professors and at .05 for associate professors.
- The Provost will distribute monies to deans, earmarked for specific disciplines and each rank within discipline. Deans will further distribute the money to respective departments.
- Half of the amount allocated to the department will be distributed to the bargaining unit faculty of a particular rank using the following formula:

$$a_i = \left(\frac{d_i}{\sum_{j=1}^N d_j} \right) \times A/2$$

where

A is the total market adjustment pool

d_i is the deficit for the Member in question

d_j is the deficit for each Member

N is the total number of Members for the purposes of this section; hence the summation in the formula above is the total deficit for all Members affected by this section

- Chairs in consultation with at least 2 elected bargaining unit faculty of the department will determine the allocation of the other half based on the full history of documented performance of bargaining unit faculty at The University of Akron. Each allocation to the bargaining unit faculty member shall be supported by written documentation of the basis and justification for the allocation based on a majority vote of the chair and elected bargaining unit faculty.

Section 10. Stipend Based On Increase in FTE.

The University and the Akron-AAUP are committed to increasing recruitment and retention of students. Therefore, in addition to any compensation increases otherwise provided by virtue of this Article, bargaining unit faculty shall receive a stipend in the form of a one-time payment if the full-time student enrollment (FTE, as that term is defined by the Ohio Board of Regents), of the 2006, 2007, 2008 or 2009 fall semester(s) is at least 750 students higher than the previous fall semester, as reported by the Ohio Board of Regents. This FTE stipend shall be paid as follows:

- A. If FTE for the 2006, 2007, 2008 or 2009 fall semester is 750-999 higher than the FTE for the immediately preceding fall semester, each bargaining unit faculty member shall be paid a stipend in the amount of \$750. This stipend shall be paid in a lump sum during the following spring semester, after the official FTE is reported by the Ohio Board of Regents.
- B. If FTE for the 2006, 2007, 2008 or 2009 fall semester is at least 1,000 higher than the FTE for the immediately preceding fall semester, each bargaining unit faculty member shall be paid a stipend in the amount of \$1,000. This stipend shall be paid in a lump sum during the following spring semester, after the official FTE is reported by the Ohio Board of Regents.

Section 11. Promotion Raises.

Upon the ratification of this Agreement, a bargaining unit faculty member who is promoted in academic rank shall receive an increase to his or her annual base salary on the effective date of the promotion, as follows:

Promotion to associate professor: \$3,000.

Promotion to professor: \$4,000.

Promotion to distinguished professor: \$6,000.

Effective July 1, 2007, an additional \$500 will be added to each of the aforementioned promotional increases.

Section 12. Stipend for Grant Activity.

As recognition for extraordinary research efforts, bargaining unit faculty who obtain initial grant activity payable to the University in an academic year shall receive a stipend in the form of a one-time payment, at the conclusion of the grant and successful acceptance of the final report by the funding agency, based on the aggregate level of the initial awards that year. In the event the bargaining unit faculty member obtains more than one award in any academic year, the stipend shall be determined on the basis of the greater of the initial awards, as follows:

- Bargaining unit faculty who procure initial grant support from \$ 250,000 to \$ 500,000, exclusive of indirect costs, shall receive \$ 2,500 per award.
- Bargaining unit faculty who procure initial grant support from \$ 501,000 to \$1,000,000, exclusive of indirect costs, shall receive \$5,000 per award.
- Bargaining unit faculty who procure initial grant support from \$1,000,001 and above, exclusive of indirect costs, shall receive \$10,000 per award.

In the case of multiple principal investigators, the stipend shall be distributed among them based on the percentage of effort documented in the University transmittal form.

Section 13. Bonuses for Prestigious Awards.

In the event a bargaining unit faculty member receives a national or international prestigious award in a category recognized by the Lombardi Center, or as otherwise determined by the University, the bargaining unit member, as recommended by the President and approved by the Board of Trustees, shall receive at least \$2,500 in the form of a lump sum payment to be paid within sixty days after the date of receipt of the award.

Section 14. Adjustment to Salary Based on *Bona Fide* Offer.

The University of Akron has the right (but not the obligation) to make a positive salary adjustment for any bargaining unit faculty member who has been given a *bona fide* written offer of employment, in order to counter such offer and retain the bargaining unit faculty member to whom it has been made. The University shall inform the Akron-AAUP of any adjustment made pursuant to this section and shall provide the Akron-AAUP with a copy of the *bona fide* written offer within ten (10) working days of the bargaining unit member's acceptance of such adjustment. Adjustments made pursuant to this section shall not decrease the salary increases that might be available to other bargaining unit faculty as provided for in this Agreement, and shall be approved by the dean of the bargaining unit member's college and the Provost.

Section 15. Overload Compensation.

Overload will be offered only when the bargaining unit faculty member receiving the overload is already teaching twelve (12) load hours of classroom or laboratory instruction in the semester for which overload is requested. Overload of more than three load hours per semester will not be approved. Overload shall be compensated at one twenty-fourth (1/24) of the academic year salary for each credit.

Bargaining unit faculty whose principal appointment is in Summit College shall have the option to elect a thirty (30) credit contract. The additional six (6) credits of teaching load shall be compensated at the previous rate plus \$25.00, \$25.00, \$35.00, and \$45.00 for instructor, assistant professor, associate professor, and professor respectively for each year of the contract as follows:

Rank	2005-2006	2006-2007	2007-2008	2008-2009
Instructor	\$675	\$ 700	\$ 725	\$ 750
Assistant Professor	\$ 700	\$ 725	\$ 750	\$ 775
Associate Professor	\$ 810	\$ 845	\$889	\$ 915
Professor	\$ 920	\$ 965	\$ 1010	\$ 1055

Section 16. Summer Compensation. Bargaining unit faculty shall be compensated for summer teaching on a course-by-course basis (not including independent study, master's thesis supervision, doctoral dissertation supervision, and the like) at the per semester credit hour rate set out below:

<u>Rank</u>	<u>Per Semester Credit Hour</u>
College Lecturer	\$1,000
Instructor	\$1,000
Assistant Professor	\$1,300
Associate Professor	\$1,500
Full Professor	\$2,100

This per semester credit hour rate applies to assignments that meet minimum class numbers of 10 for graduate courses and 12 for undergraduate courses. In the event it is determined by the University to allow a course to be taught with fewer than the minimum number of students, the bargaining unit faculty member shall be compensated on a *pro rata* basis.

Bargaining unit faculty shall be compensated for summer Independent Study teaching at an amount agreed upon after consultation among the dean, department chair, and bargaining unit member.

Section 17. Master's Thesis and Doctoral Dissertation Supervision.

The University will maintain a Credit Banking Program to allow release time in exchange for the supervision of thesis/dissertation students. Set forth below are the credits to be banked for supervising thesis/dissertation students, subject to the following conditions. After the accumulation of at least twelve (12) points, bargaining unit faculty shall receive a course release. Four (4) points shall be equivalent to one (1) credit. A release course must be at least three (3) credits. The points can be accumulated in any combination of roles for either theses or dissertations. The accumulated release time must be used within a two (2) year period from the time a total of sixteen (16) points are banked. The release time earned pursuant to the banking system shall be taken upon the mutual agreement of the bargaining unit faculty member and the bargaining unit member's home department chairperson. Release time shall be granted only during the academic year, and shall be limited to one (1) course per term.

Department chairs, in consultation with the individual bargaining unit faculty, will be responsible for keeping accurate records of the number of credits accumulated by their bargaining unit faculty and reporting the number of banking points to each bargaining unit faculty member on an annual basis. Bargaining unit faculty who wish to apply banked points to reduce their instructional workload for the following year shall notify their department chairperson by December 1. The application of such banked points

shall be considered compensatory time and shall have no bearing on the voluntary acceptance of other duties such as overload course assignments.

In order to accumulate credit, bargaining unit faculty who do not teach for pay in a summer term or who are on Professional or other leave shall continue to advise thesis/dissertation students or fulfill their responsibilities to the Committee/student(s).

A. Thesis Supervision.

A maximum total of six (6) credit banking points shall be available to Master's Thesis Committee members to be distributed among not more than five (5) bargaining unit faculty under the following distribution rules: Each member of the Thesis Committee shall receive one (1) point, except the Chairperson of the Committee, who shall receive two points. In the semester following the written approval of a thesis topic by the Thesis Committee, the supervisor of the master's thesis student shall receive one (1) point. In the semester in which the master's thesis is successfully completed, all members of the Master's Thesis Committee shall receive one (1) credit banking point. At the Committee Chairperson's discretion, and so long as the total of six credit banking points is not exceeded, one (1) additional member of the Committee (excluding the Chairperson) may receive one (1) additional point for serving in a role such as the Methodologist. The Chairperson of the Committee shall be responsible for identifying the Methodologist.

B. Dissertation Supervision.

A maximum total of nine (9) credit banking points shall be available to Doctoral Dissertation Committee members to be distributed among not more than five (5) bargaining unit faculty under the following distribution rules: Each member of the Committee shall receive one (1) credit banking point except the Chairperson, who shall receive a total of four (4) points. In the semester following the written approval of a Candidacy Examination (or equivalent approval) and each subsequent semester, including summer, the supervisor of the doctoral dissertation student shall receive one (1) point, up to a maximum of three (3) points. In the semester in which the doctoral dissertation is successfully completed, every member of the Dissertation Committee shall receive one (1) point except the Chairperson, who shall receive the appropriate number of points to bring his or her total to four (4) points. At the Committee Chairperson's discretion, one (1) additional member of the Committee (excluding the Chairperson) may receive one (1) additional point for serving in a role such as the Methodologist.

Section 18. Distance Education and Distributed Learning Compensation.

- A. Compensation for Developing Distance Education/Distributed Learning Courses.
1. Compensation: Bargaining unit faculty who initially develop or extensively revise a course as defined in Section 1 of Article 20 shall receive compensation to be consistent with the University policy and to be agreed upon in advance among the bargaining unit member, department chair (or equivalent) and the dean. Such compensation may be appropriate course load reduction or cash payment, or as the above parties may otherwise agree.
 2. Collaboration: In the event of collaboration in the development or extensive revision of a course as defined in Section 1 of this Article among two or more bargaining units faculty, an appropriate distribution of the compensation option(s) indicated above is to be determined and agreed to prior to the undertaking of the development/revision activity.
- B. Compensation for Teaching Distance Education/Distributed Learning Courses.
1. Compensation for the initial semester of teaching distance education or distributed learning courses as defined in Section 1 of Article 20 shall be four (4) load hours for a three (3) credit hour course. Courses of fewer or more credit hours will be compensated proportionately. These courses shall be part of the bargaining unit member's workload and shall be included in the bargaining unit member's workload statement.

Section 19. College Lecturers.

- A. Commencing with the effective date of this Agreement, the bargaining unit faculty at the rank of College Lecturer shall receive the same benefit package as those bargaining unit faculty at the rank of Instructor.