

AAUP DRAFT TENTATIVE AGREEMENTS FOR RATIFICATION

From Spring 2020 Negotiations

Note: Copy of agreement containing agreed-upon minor corrections and clean-up changes to be provided separately.

ARTICLE 13
REAPPOINTMENT, TENURE AND PROMOTION

Section 2. Eligibility

C. Tenure

3. Regular Application for Tenure

b. In the event that a tenure track bargaining unit faculty member either:

(i) has a serious illness or disability, or is the primary caregiver or co-caregiver (requiring a minimum of 20 hours of care per week) of a newborn, newly adopted child or newly placed foster child, or immediate family member (as defined in Article 17, Section A.1.c.) who has a serious illness or disability; or

(ii) is called to active military duty;

for eight (8) weeks or more, the affected faculty member may promptly (within the earlier of six (6) months from the beginning of the leave or sixty (60) calendar days after returning to work) request and upon such request shall automatically be granted a one (1) year extension of the probationary period. The faculty member's request need only provide the basic facts and documentation to establish that one of the above events occurred and when it occurred. Any such leave must occur prior to submitting the letter of intent for tenure.

In any other cases where there are clearly documented extenuating circumstances, the probationary period may be extended by one (1) year provided that the request is initiated by the candidate, recommended by the academic unit chair/director and dean, and approved by the Provost.

ARTICLE 17
BENEFITS

Section 2. Leaves of Absence

C. Family and Medical Leave

Modify the last paragraph as follows:

Nothing in this section shall be deemed to create any additional benefits, rights, or entitlements to bargaining unit members beyond those provided by the provisions of the FMLA, the Regulations or applicable law of the state of Ohio, except in the situation addressed in the paragraph below.

In the event that a bargaining unit faculty member has been on family and medical leave and the University obtained a replacement, and if, when the family and medical leave concludes, there are fewer than thirty (30) calendar days remaining in the semester, the bargaining unit faculty member may take an unpaid leave for the remainder of that semester. In that case, all benefits shall continue, provided that the individual continues to timely pay the employee contribution(s). For the purpose of implementing this FMLA policy, the definitions and provisions of the FMLA in effect at that time shall be followed when necessary to ensure compliance with the law.

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H. Birthing Leave

Upon delivery, a pregnant bargaining unit faculty member who is on active pay status shall, in the ordinary course of recovering from either a vaginal birth without complication, be entitled to use up to six (6) weeks of paid sick leave, or if a vaginal birth with complication as verified by a physician or cesarean birth, be entitled to use up to eight (8) weeks of paid sick leave, as long as the employee has accrued the requisite amount of sick leave, and if less, then shall be entitled to use such lesser amount. In any event, the use of such sick leave shall be at the employee's option to use however much sick time as the employee deems appropriate. If, upon delivery of the child, the employee is not in pay status, but becomes in pay status within six (6) weeks, in the case of a vaginal birth without complication, or eight (8) weeks, in the case of a vaginal birth with complication as verified by a physician or cesarean birth, the employee shall be entitled to use accrued paid sick leave upon being in pay status for the remainder of the six (6) or eight (8) week period, as applicable. . In addition to the paid birthing leave, such bargaining unit faculty member who thereafter is physically unable to perform her duties may elect paid sick leave on the same terms that sick leave is available for any other illness, injury, or disability.

In addition, the employee is entitled to FMLA leave if a pre- or post- delivery bargaining unit faculty member wishes to be absent from work for a period of time longer than the period of actual physical disability (see Family and Medical Leave subsection C, above).

Use of Birthing Leave shall run concurrently with any available FMLA leave.

G. Parental Leave

Parental leave is available to all bargaining unit faculty members who become parents or legal guardians as the result of the birth of a child or the placement of a child for adoption or foster care ("Parental Leave Event"). Parental leave is a contractual benefit separate from and complementary to FMLA leave and sick leave.

A bargaining unit faculty member who experiences a Parental Leave Event is granted twenty (20) working days of paid parental leave which will not be taken from sick days, but which will run concurrently with any available FMLA leave. Parental leave may be used at any time, so long as it is used within 180 days of the Parental Leave Event.

Application for parental leave shall be made to Human Resources as far in advance as practicable. The only certification that may be required is the occurrence of a Parental Leave Event within the applicable time period.

H. Responsibility of the University to find replacement.

When a bargaining unit faculty member is to be out on leave such that a replacement is needed, it shall be the responsibility of the University to find and make arrangements for the replacement.

ARTICLE 29
PROFESSOR OF PRACTICE AND PROFESSOR OF INSTRUCTION:
FULL-TIME NON-TENURE TRACK (NTT) FACULTY

Section 4. Appointment, Reappointment, and Promotion

- A. All NTT faculty initial letters of appointment or subsequent letters of reappointment will contain the specific duties assigned to them. Each faculty

member's load will be made up of one or more of the following: teaching, scholarship, and service. It is expected that the bulk of their duties will be sharing expertise with and/or teaching students. The appointment and reappointment letter shall specify the term of employment, and shall be approved by the dean, in consultation with the academic unit administrator.

1. Service or administrative activities of a recurring or short-term but time-intensive nature shall receive workload credit and/or a stipend. Examples of such activities include coordinating/directing a program, serving as an academic advisor to a substantial number of students, overseeing program accreditation report writing, and overseeing curriculum review. Accordingly, no NTT faculty member shall be compelled to engage in service or administrative activities of a recurring nature or short-term but time-intensive nature without the faculty member receiving workload credit and/or a stipend.

2. All NTT faculty, including those who are on a 100% teaching contract, are free to engage in service or scholarly activities on a voluntary basis. Faculty participation in duties not described in the letter of appointment shall not in itself lead to negative merit or retention/promotion decisions.

- B. All NTT reappointments and promotions are subject to the evaluation process outlined below and contingent upon the duties specified in the current letter of appointment.

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- G. NTT faculty members at the professorial rank shall be appointed for a five (5) year fixed-term and reappointed for successive five (5) year terms unless his or her performance has been previously documented to be unsatisfactory or the position is being eliminated because it is no longer needed. During the term of such appointments, the BUF member may be terminated only for just cause and by means of due process pursuant to Article 14. During the term of such appointments, the academic unit administrator shall annually provide the BUF member with written feedback on their performance in memorandum form distinct from the annual merit evaluation. The BUF member shall have the opportunity to respond to all written feedback.

- H. If an NTT faculty of professorial rank has been documented by the academic unit administrator as having unsatisfactory performance as prescribed above, the academic unit administrator shall initiate an evaluation by the appropriate NTT Evaluation Committee during the Spring Semester of the final year of the five (5) year term. This evaluation shall be conducted in accordance with the procedures prescribed in Article 29, Section 5.

- I. Continued reappointment of NTT faculty for longer than six (6) years shall not constitute de facto tenure.

NOTE: Delete “or five (5)” at the bottom of the chart on page 131 of CBA.

Section 5. Reappointment and Promotion Process

- A. Except as otherwise provided in this Article, all academic units shall follow the University-wide procedures for reappointment and promotion in Article 13, Section 6. B-F and adhere to the timelines set forth below when conducting a performance evaluation, or considering a reappointment or promotion application.

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- E. Prior to Academic Year 2019-20, it was not necessary for departments and units to compose additional formal guidelines for evaluation and promotion of NTT faculty. During Academic Year 2020-21, academic units with NTT faculty members are to compose formal guidelines for evaluation and promotion of NTT faculty. Faculty and the Administration are to work collaboratively to finalize and implement such guidelines. The specific duties of each NTT faculty member are to be identified in each appointment letter and may differ among faculty members and from year to year according to the needs of the academic unit. The duties specified in current the letter of appointment form the basis for evaluation of NTT faculty.

Add a new Section 6 and re-number the existing Sections accordingly.

Section 6. Extending the Promotion Clock

In the event that an NTT bargaining unit faculty member either:

- (i) has a serious illness or disability, or is the primary caregiver or co-caregiver (requiring a minimum of 20 hours of care per week) of a newborn, newly adopted child or newly placed foster child, or immediate family member (as defined in Article 17, Section A.1.c.) who has a serious illness or disability; or
- (ii) is called to active military duty; for eight (8) weeks or more, the affected faculty member may promptly (within the earlier of six (6) months from the beginning of the leave or sixty (60) calendar days after returning to work) request and upon such request shall automatically be granted a one (1) year extension of the probationary period. The faculty member’s request need only

provide the basic facts and documentation to establish that one of the above events occurred and when it occurred. Any such leave must occur prior to submitting the letter of intent for promotion to the associate rank.

In any other cases where there are clearly documented extenuating circumstances, the period prior to seeking a promotion to the associate rank may be extended by one (1) year provided that the request is initiated by the candidate, recommended by the academic unit chair/director and dean, and approved by the Provost.

[ALL NEW]
MEMORANDUM OF UNDERSTANDING

REGARDING EXECUTIVE VICE PRESIDENT/PROVOST SEARCHES

WHEREAS, the University of Akron (the “University”) and the American Association of University Professors, The University of Akron Chapter (the “Chapter”)(the University and the Chapter are collectively referred to herein as the “Parties”) are parties to a collective bargaining agreement effective July 1, 2018 through December 31, 2020 and have negotiated a successor agreement effective through December 31, 2022 (collectively, the “CBA”); and

WHEREAS, the University is currently conducting a search for a new Executive Vice President/Provost (“Provost”), which includes participation by the Chapter prior to a determination of the finalist candidates; and

WHEREAS, the Parties agree that the current Provost search process is working successfully and would likely be replicated in the unlikely event that another search became necessary prior to December 31, 2022.

NOW, THEREFORE, the Parties agree as follows for the duration of the CBA, subject to modification by mutual agreement of the University and the Akron-AAUP Executive Committee:

1. Prior to the invitation for nominations or applications of candidates for Provost, the Akron-AAUP shall have the opportunity to provide input concerning the proposed criteria, process and scheduling for the search and to submit suggested criteria and direction to be provided to any third-party search firm.
2. The search committee shall include a representative of the Akron-AAUP.

3. The Akron AAUP representative shall be required to execute a confidentiality agreement the same as any executed by other members of the search committee who are not members of the Board of Trustees (substantially in the same form as the one used in the current Provost search) as a condition of participating on the search committee. The confidentiality agreement will relate to what occurs in the process. Participants may disclose their reasons for support or non-support for the chosen candidate so long as the reasons stated do not divulge search committee deliberations or the reasons stated are based upon publicly available information. Participants may not disclose the identities of any other candidates not otherwise publicly disclosed.
4. The search committee will review the candidates and interview semifinalist candidates confidentially off-site. The search committee will, by consensus, advance to the President the names of two to three individuals to considered for the position of Provost.
5. Three Akron-AAUP members chosen by the Akron-AAUP will be given the opportunity to provide their collective views on the finalist candidates to the Board of Trustees in executive session.