

Summary of Proposed Changes to the Akron-AAUP Collective Bargaining Agreement

Agreement Shall be Effective July 1, 2020-December 31, 2021

Refer to the Ratification Document for the specific language

Article 4 – Association Rights

Incorporates the language resulting from the Janus decision (termination of the union fair share fee) that had been a MOU.

Article 10 – Governance

Incorporates language securing the involvement of the Akron-AAUP in the selection of President and Provost and incorporates previously agreed upon MOUs.

Article 13 – Reappointment, Tenure and Promotion

A previously agreed upon MOU regarding review of tenure-track faculty receiving negative recommendations in year 2, 3, and/or 5 will be incorporated. This MOU provides for input from the Provost when such negative recommendations are made (**See Exhibit B at the end of the contract**)

Section 2. C. - Tenure Eligibility

This section has been modified to provide for an automatic tenure extension for anyone who has had a serious injury, illness, or disability, has been the primary caregiver or co-caregiver for a newborn, newly adopted child or newly placed foster child, or immediate family member as defined in Article 17, Section A.2.c., or eight weeks or more of military leave. The faculty member will need to apply for the extension within the earlier of six months from the beginning of the leave or sixty calendar days after returning to work. The application needs only to provide the very basic information to establish the qualifying event. The leave must have occurred prior to submitting the letter for intent for tenure.

Article 15 – Retrenchment

Section 13 – Furloughs (NEW SECTION)

Furloughs are permitted if the campus is unexpectedly shut down for two weeks or more. In this case, the teaching bargaining unit faculty member (BUF) can be furloughed for the duration of the shutdown if the BUF member's classes are not be able to be taught through distance learning and there is not enough other work for the faculty member to meet his/her load. This would also apply if the BUF member's classes are cancelled. In this case, the BUF member can be furloughed for the remainder of the semester.

Further, non-teaching BUF members can be furloughed for up to sixteen weeks during a shutdown if there is insufficient work for them to do.

In the case of a sudden and substantial decrease in enrollment caused by dangers to health or safety, a teaching BUF member can be furloughed for up to sixteen weeks if the BUF member's classes are not needed and there is insufficient work for him/her to do to meet his/her load.

Non-teaching BUF members whose services are not needed can be furloughed for up to sixteen weeks.

In all cases, BUF members must receive a two week notice of the intent to furlough.

Article 16 - Compensation

Section 1. – Temporary Salary Reductions (This section replaces the current language in Section 1A-E).

Each faculty with a salary greater than \$50,000 will be subject to a temporary base salary reduction effective July 1, 2020 to June 30, 2021

\$50,000 - \$66,999	3%
\$67,000 - \$91,999	4%
\$92,000 - \$124,999	5%
\$125,000 - \$149,999	6%
\$150,000 - \$199,999	7%
\$200,000 +	10%

Article 17 – Benefits

Section 1. B. - Employee Contributions for 2021

There will be no change in employee contributions for the remainder of 2020. From January 1, 2021 through December 31, 2021, employee contributions will be as follows for the Gold Plan:

PPO 85% Gold Plan							
Percent of Premium	18%	19%	24 %	29 %	33 %	36%	42%
Salary Range	Up to \$47,999	\$48,000-\$56,999	\$57,000-\$74,999	\$75,000-\$84,999	\$85,000-\$99,999	\$100,000 - 124,999	\$125,000 +

The health care changes were designed to accomplish an increase of 11% in the Bargaining Unit's share of the cost of coverage. This is consistent with the increases non-bargaining unit employees will receive.

Section 1. D. – Retiree Spouse and Dependent Healthcare Coverage

The University Administration would like to end retiree spouse and dependent healthcare coverage. This item will go to binding arbitration.

Section 1. G. – Section 125 Plan – Flexible Spending Accounts

The changes clarify the language and remove reference to previous years.

Section 2. C. – Family Medical Leave

Adds the ability for a BUF member who is returning from a leave of absence with fewer than 30 calendar days left in the semester the option to use leave without pay instead of returning for the remainder of the semester.

Section 2. G. & H. – Parental Leave and Birthing Leave

This creates two separate sections for Parental Leave and Birthing Leave and incorporates the previous section G., which was adoptive and foster parent leave. There are no changes to the amount of time off in these redesigned sections. These changes were done to create clarity.

Section 2. I. (NEW) – Responsibility of the University to find replacements

This new section states that the University is responsible for finding a replacement if a BUF member is out on leave.

Article 29 – Professor of Practice and Professor of Instruction: Full-time Non-tenure Track (NTT) Faculty

Section 4. A. 1.&2.

1 - This section ensures that NTT faculty who are asked to perform service or administrative activities of a recurring or short-term but time-intensive nature shall receive workload credit and/or a stipend.

2 – This change gives NTT faculty the ability to voluntarily participate in service and scholarly activities.

Section 4. G.&H.

Subsection G provides that at the end of a five-year contract an NTT faculty member with satisfactory performance shall be automatically renewed unless the position is being eliminated. If the NTT faculty member has documented unsatisfactory performance, section H provides for a review process prior to the faculty member being recommended for renewal or non-renewal.

Section 5. E. – Requires that departments with NTT faculty develop reappointment and promotion guidelines for those NTT faculty.

Section 6. – Extending the Promotion Clock

This new section gives the same opportunity to extend the promotion clock to NTT faculty that is offered to the tenure-line faculty to extend the tenure clock. (See Section 2. C in this document)

Article 33. Section 1. – Duration and Negotiation Procedure

This sets the contract duration as July 1, 2020 – December 31, 2021.

Memorandums of Understanding (MOU) Regarding the July 2020 Reduction in Force

This MOU will resolve the pending Chapter grievance regarding the force majeure clause in Article 15 Section 12.

For all BUF members who are reduced in force on July 15, 2020, the following apply:

- Article 15 Section 9 – recall rights still apply.
- Article 15 Section 10 – right of first refusal for part-time teaching still apply.
- University will seek no repayment of compensation that was an overpayment based on the agreed-upon pay reduction (See Article 16 in this document).
- The effective date of the layoff is July 15, 2020 but the separation date is August 21, 2020. The COBRA qualifying date will be August 21, 2020. The University will provide health and dental coverage from the effective date of July 15, 2020 until August 21, 2020 with the entire cost being at the University's expense.
- All BUF members who are laid off as a result of the reduction in force, including those who instead choose to retire or agree to furlough and then to retire (where applicable) will be entitled to severance in the amount of \$1,200 for each year of service up to a maximum of \$12,000 for signing a waiver of claims against the University. (This is subject to ratification of this CBA)
- Any BUF member who will be 65 during the 2020-2021 academic year, can elect to be furloughed starting September 1, 2020 through the end of the month in which they turn 65. If the BUF member turns 65 on or before December 31, 2020, they will receive medical and dental coverage by paying the employee contribution out of pocket. If the BUF turns 65 on or after January 1, 2021, to maintain coverage they will have to begin paying both the employee and the University contribution to healthcare. This plan must be committed to by August 3, 2020. The University will allow the furloughed BUF member to collect unemployment during the furlough period. (This is subject to ratification of this CBA)
- The reduction-in-force list is attached (See Exhibit C).