

## Tentative Agreement Executive Summary

How to use this document: Many of the provisions of the current Collective Bargaining Agreement (CBA) will continue unchanged in the next bargaining agreement. For the articles with changes in this tentative agreement (TA), we provide short summaries of the changes below.

The tentative agreements are presented in three groups: (1) a packet of individual TAs, which are the most substantive changes, including Articles 15, 16, 17, and 29; (2) a packet of changes which were agreed to in the negotiations that occurred before the pandemic hit Ohio, which we have referred to as “Little Exhibit A”); and (3) changes throughout the CBA, some of which are minor clean-up changes and some of which are more substantive.

The tentative agreement constitutes two separate contracts which combined cover the period from January 1, 2021 through June 30, 2026, with healthcare benefits extended through 12/31/2026.

Article 1- Preamble- No Changes

Article 2- Recognition- Minor wording changes (Big Exhibit A)

Article 3- Management Rights- No Changes

Article 4- Association Rights- Incorporates language resulting from the Janus decision (termination of the union fair share fee) that had been an MOU and allows for three workload hours of release time per semester for the Akron-AAUP President. (TA from 12/18/20 - “Little Exhibit A”)

Article 5- Working Environment- Wording changes related to the civility clause (Big Exhibit A). Violations of the civility clause would be grievable, which they have not been until now.

Article 6- No Strike/No Lockout- No Changes

Article 7- Nondiscrimination- Addition of non-discrimination language for parental, genetic, or military status (TA from 1/13/21)

Article 8- Affirmative Action- No Changes

Article 9- Academic Freedom, Rights, and Responsibilities- No Changes

Article 10- Governance- Changes that stipulate Akron-AAUP representation on searches for President and Provost.

Article 11- Initial Hire- Minor updates (TA 12/18/20)

Article 12- Grievance and Arbitration Procedures- No Changes

Article 13- Reappointment, Tenure and Promotion- Provides that untenured tenure track professors can apply for and automatically receive a 1-year extension on the tenure clock in the event the professor has a serious illness, cares for a new child, and in certain other situations. Dates added for revision of RTP guidelines. The annual reappointment letter from the BOT (that needs to be signed and returned) will be replaced with an electronic record of the faculty's rank and salary. Requirement added that only RTP committee members who have reviewed candidate materials and been present for deliberations may vote on a candidate. Other updates, including changes due to reorganization. TA 1/21/21

Article 14- Disciplinary Action- This has been changed to reflect the new federal Title IX regulations and the new university Title IX policy. We also agreed to an MOU which details how aspects of the University's Title IX policy apply to bargaining unit faculty.

Article 15- Retrenchment- This article contains several changes.

- Section 1- Modifies conditions in which the administration can invoke retrenchment. Modifying or eliminating a program can only trigger retrenchment if it requires the reduction or replacement of BUF. Reorganization of departments, schools and/or colleges can also lead to retrenchment if the reorganization reduces the need for faculty by improving efficiency.
- Section 2- Changes the authority to invoke retrenchment from the Board to the President.
- Section 3- Allows for the procedures prior to implementation of retrenchment (for example, the formation and meeting of the joint committee) to occur over the summer.
- Section 4- Minor changes to the timing of joint committee work.
- Section 5- No Changes
- Section 6- Under retrenchment, faculty will be released in this order:
  - Visiting faculty
  - Assistant Professors of Practice/Instruction
  - Tenure track Assistant Professors and Associate Professors of Practice/Instruction
  - Untenured Associate Professors and Professors of Practice/Instruction
  - Untenured Professors

- Tenured Associate Professors
- Tenured Full Professors
- Distinguished Professors
- When there are multiple BUF in a category, the following new factors will be considered when evaluating BUF for release within the category, in addition to length of service and the quality of the BUF's contributions:
  - Strategic importance of program to academic mission of the university
  - Financial viability of the program
  - The feasibility of another faculty member stepping in to fulfill the same role as the retrenched faculty member
  - Disparate impact on legally protected classifications of faculty
- Faculty can volunteer to retire to reduce need for retrenchment
- All bargaining unit faculty will receive 12 months' notice before release, except for BUF on one-year contracts (who will receive 3 or 6 months notice depending on length of service).
- The term '*force majeure*' is removed. Catastrophic circumstances may still allow the University to take action more quickly, but not after such catastrophic circumstances pass.

Article 16- Compensation- This article contains several changes.

- Section 1- Wages.
  - **2020-21 academic year**: no wage increases.
  - **2021-22 academic year** - temporary salary reductions if a faculty member earns at least \$50,000; concession does not apply to those previously laid off and reinstated before June 30, 2022. The percent reduction in salary is according to a formula:

The formula listed in Article 16 calculates the fraction by which each member's salary is reduced. To calculate your salary reduction, we have provided this spreadsheet.

As an example, a person making \$60,000 would have their salary reduced 2.346%, which would result in a salary of \$58,592.

The total value of this reduction is equivalent to 6 months of salary reductions according to the scale applied to other employees in the 2020-21 academic year and the value of the higher health insurance contributions paid by other employees earning more than \$50,000 throughout 2021. We negotiated this formula so that reductions would be proportional to the member's salary and would not be affected by large percentage differences in different tiers of reduction (i.e., having strict salary cutoffs for each percentage reduction could mean that 2 people whose salaries are \$2 different would take very different concessions). Using the formula above, a faculty member earning \$60,000 would

take a 2.35% salary reduction, \$80,000 would take a 3.25% salary concession, and \$100,000 would take a 3.98% salary concession.

- **2022-23 academic year** - faculty salaries “snap back” to 2020-21 baseline before the temporary reductions. There will be a \$1000 lump sum payment (not an addition to base salary) only if Fall 2022 enrollment (excluding CCP) is  $\geq 16,100$ .
- **2023-24 academic year** - no base increase. Possible \$1500 lump sum payment only if Fall 2023 enrollment is  $\geq 17,400$ .
- **2024-25 academic year** - no base increase. Possible \$2000 lump sum payment after July 1 2024 only if Fall 2024 enrollment is  $\geq 18,700$ .
- **2025-26 academic year** - **2% increase** to base pay regardless of Fall 2025 enrollment. An additional 2% increase to base pay (for 4% total) will be received only if Fall 2025 enrollment is  $\geq 20,000$ .
- If the administration gives raises or provides any other additional economic benefit to the other employees on campus greater than provided to faculty,, they must also give raises or other additional economic benefit to faculty (individual contracts excepted).
- Summer and overload pay will now be paid on the same payment schedule (table below). Any workload  $>24$  load hours per academic year will be eligible for additional compensation.

| <b>Rank</b>                          | <b>Summer<br/>2021-Spring 2022</b> | <b>Summer<br/>2022-Spring 2023</b> | <b>Summer<br/>2023-Summer 2026</b> |
|--------------------------------------|------------------------------------|------------------------------------|------------------------------------|
| Asst. Prof. Practice/<br>Instruction | \$1525                             | \$1700                             | \$1800                             |
| Asst. Prof. (tenure<br>track)        | \$1800                             | \$1800                             | \$1800                             |

|                                      |        |        |        |
|--------------------------------------|--------|--------|--------|
| Assoc. Prof. of Practice/Instruction | \$1650 | \$1850 | \$2050 |
| Assoc. Prof. (tenure track)          | \$2050 | \$2050 | \$2050 |
| Prof. of Practice/Instruction        | \$1800 | \$2150 | \$2350 |
| Prof. (tenure track)                 | \$2700 | \$2550 | \$2350 |

- Section 10 (payment for development of distance learning materials)- this section has been eliminated. Regarding development of distance learning materials under the CBA:

All bargaining unit faculty are eligible to receive a one-time payment of \$3,000. If you do not opt out of receiving this payment, the University will co-own any distance learning materials you developed for the Fall 2020 or Spring 2021 semesters. If you choose not to receive the payment (and affirmatively opt out), you will retain sole ownership of distance learning materials developed for the Fall 2020 or Spring 2021 semesters, if the University did not otherwise provide substantial support for their development. This resolution settles the outstanding grievance regarding payment for developing online courses.

- Faculty will receive written statements of workload each year.
- Deans will develop policies for assignment of extra teaching (including summer).
- Merit review moves from late to early Spring semester.

#### Article 17- Benefits

- There will be no change in employee percentage contributions to health benefits (medical, pharmacy, dental, vision) for the term of the agreement, and past the term of the agreement until Dec 31, 2026. Consistent with past collective bargaining agreements, the percentage of University employees in each tier will remain the same throughout the Agreement, but the salary ranges corresponding to each tier may change each calendar year. Please refer to the Tentative Agreement for the specific language.
- Retiree spouse and dependent healthcare benefits previously granted to BUF hired prior to January 1, 1992 are eliminated.
- Flexible Spending Accounts- The changes clarify the language and remove reference to previous years.

- Family Medical Leave- Adds the option for a BUF member who is returning from a leave of absence with fewer than 30 calendar days left in the semester to use leave without pay instead of returning for the remainder of the semester.
- 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.
- (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 18- Professional Development – minor changes (Big Exhibit A)

Article 19- Intellectual Property- minor changes (Big Exhibit A)

Article 20- Distance and Distributed Learning (Big Exhibit A and separate article)

- Changes that reflect current practices for how distance learning courses are approved.

Article 21- Emeritus Faculty-minor changes to reflect that we no longer have colleges without departments (Big Exhibit A)

Article 22-Distinguished Professor- minor changes to reflect that we no longer have colleges without departments (Big Exhibit A)

Article 23-Legal Protection- No Changes

Article 24- Professional Activities Outside the University- No Changes

Article 25- Retiree Reemployment- No Changes

Article 26- Academic Calendar- No Changes

Article 27-Workload- No Changes

Article 28- Spousal/Same Sex Domestic Partner Hires – Section 7 added to protect same-sex couples in case the *Obergefell* decision is overruled. (Big Exhibit A)

Article 29- Professor of Practice and Professor of Instruction: Full-Time Non-Tenure Track (NTT) Faculty

- Section 1- Language clarifying that multiyear contracts will be honored (absent retrenchment). A terminal-year contract for Associate Professors of Practice or Instruction and Professors of Practice or Instruction not reappointed at the end of a contract due to a change in the needs of the University.

- Requirement that departments with NTT faculty shall develop formal guidelines for the evaluation and promotion of NTT faculty.

- Workload credit for service duties, and the right to participate in service and scholarly activities.

- Possibility of early promotion for Assistant Professors of Practice/Instruction.

- Review of NTT faculty moved to begin in Fall semester.

- Provision to extend promotion clock under extenuating circumstances.

- Clarification of composition of NTT Evaluation Committee to include all NTT faculty of a higher rank, and all tenured faculty in a department.

- Addition of review by NTT Evaluation Committee for NTT faculty of professorial rank with documented unsatisfactory performance.

Article 30 Branch Campuses- No Changes

Article 31 Past Practices- No Changes

Article 32 Separability- No Changes

Article 33 Duration and Negotiation Procedure- changes to reflect term of contract