

Akron-AAUP Decision Tree

1) Vote on proposed 1.5 year contract

- a) Yes (Ratified)– go to 2
- b) No (Rejected)– go to 3

2) Ratification outcomes:

- a) 1.5 year contract ratified, retroactively effective from July 1, 2020. Pay cuts in effect for this academic year—on 7/1/21-automatically “snap back” to salaries prior to the reduction.
- b) Layoffs implemented – Article 15 grievance withdrawn, each side to maintain their conflicting positions for the future.
- c) Increases in health care contributions for calendar year 2021.
- d) Severance pay (\$1200 per year of service up to a maximum of \$12,000) will be paid to eligible faculty who release all claims against the University.
- e) Four faculty on the RIF list who will attain age 65 during this academic year could elect to be placed on an unpaid furlough until the month they attain age 65, at which time they may retire and receive the sick leave payout (for 3 of the 4, 1 does not have the required 10 years’ service) they would receive upon retiring from active service. They would be able to continue their health care through the end of 2020 (or the month they attain age 65, if sooner) by paying the employee portion and would be eligible for unemployment while furloughed (note: they would be eligible for unemployment anyway if they do not retire).
- f) Laid-off faculty will have “recall rights” for 3 yrs as provided for in Article 15, Section 9.
- g) Laid-off faculty will have “right of first refusal” to part-time positions as provided in Article 15, Section 10.
- h) Process would be over – a new contract would need to be negotiated in Fall 2021.
- i) Continuing retiree dependent healthcare past 12/31/20 decided by arbitration.

3) Grievance on use of force majeure goes to arbitration

- a) Arbitrator sides with Administration on all issues – go to 4
- b) Arbitrator sides with Akron-AAUP:
 - i) That force majeure is not triggered - go to 5 *OR*
 - ii) That force majeure is triggered, but the Administration must still comply with Sections 6-11 of Article 15 – go to 6.

4) Administration prevails at arbitration on all issues:

- a) Layoffs remain in place
- b) No severance, no recall rights
- c) No extension of current contract – go to 7

5) Arbitrator rules force majeure not properly invoked:

- a) Laid-off faculty return
 - i) The earliest this decision would be made is in the first 1/3 of Fall semester, so faculty would probably receive back pay and benefits, but are unlikely to be assigned classes for the fall semester.
- b) Administration starts retrenchment process.
 - i) Sections 1-4 of Article 15 would need to be satisfied, including receiving recommendations from faculty in affected units (Section 3) and recommendations from a Joint Committee on Retrenchment (Section 4).
 - ii) Layoffs would be determined by non-tenure track, tenure track, rank, and seniority

as set forth in Section 6.

- iii) Section 7 notice requirements would apply.
 - (1) This would likely result in more faculty laid off than current list, since NTTs and Asst Profs are paid less than Assoc and Full Profs, unless the Administration and the Akron-AAUP return to bargaining and agree upon alternative criteria.
 - iv) The budget-cutting process would be opened back up, so other staff could also be laid off to make the full cuts. (Maybe more could be trimmed from the \$6.7m (FYE 2020) in athletics salaries, and we have yet to see whether any administrators are being laid off).
 - v) Faculty who are laid off would have more notice before being unpaid.
- c) No extension of current contract – go to 7

6) Arbitrator rules that force majeure is properly invoked, but the Administration must still comply with Sections 6-11:

- a) Same as 5, except that the Administration could skip over Sections 1-4 of Article 15.

7) Current contract stays in place until Dec 31, 2020 and negotiations start for a successor agreement. The Administration may seek modifications to the current collective bargaining agreement through Article 33 arbitration.

- a) Article 33 arbitration would give the arbitrator the authority to modify any provision of the current contract, including retrenchment, salary, and health care.
- b) Negotiations for a successor agreement could be completed in Fall (retiree dependent health care continuation one of the issues to be negotiated)
 - i) Agreed-upon contract will be voted on by BOT and AAUP members
 - (1) Yes by both = new contract
 - (2) No by either = go to 8

8) Fact finder recommends compromise contract language; voted on by BOT and Akron-AAUP members

- a) Yes by both = new contract
- b) No by either = implementation of “last best offer” by administration
 - i) Union has right to strike