

EXHIBIT 53

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE UNIVERSITY OF AKRON**

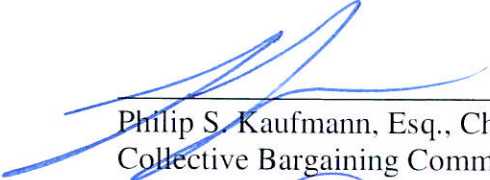
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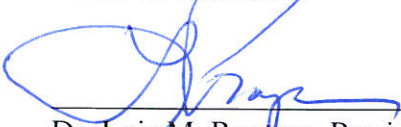
**THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS,  
THE UNIVERSITY OF AKRON CHAPTER**

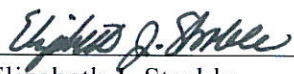
**Effective December 6, 2005  
through December 15, 2009**


FOR THE UNIVERSITY OF AKRON:


  
\_\_\_\_\_  
John A. Fink, M.D., Chair  
Board of Trustees

  
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Philip S. Kaufmann, Esq., Chair  
Collective Bargaining Committee  
Board of Trustees

  
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**ARTICLE 1**  
**PREAMBLE**

Section 1.    Agreement.

This is an agreement by and between The University of Akron (hereinafter referred to as the "University") and the American Association of University Professors, The University of Akron Chapter (hereinafter referred to as Akron-AAUP).

Section 2.    Purpose.

The purpose of this Agreement is to set forth the understanding between the University and the Akron-AAUP as to the terms and conditions of employment of members of the bargaining unit as specified herein.

**ARTICLE 2**  
**RECOGNITION**

The University recognizes the Akron-AAUP as the sole and exclusive representative for the members of the bargaining unit described below for the purpose of collective bargaining as defined in Section 4117.01 of the Ohio Revised Code.

The bargaining unit shall include all full-time faculty at the Akron and Wayne College campuses of The University of Akron, including librarians holding faculty rank. The following shall be excluded: President; Vice Presidents; Deans; Assistant Deans and Associate Deans of Colleges, Assistants to the President and Vice Presidents; Division Chairs and Department Chairs and School Directors; Adjunct, part-time, temporary, visiting and research faculty; contract professional employees, faculty whose primary appointment is in the University of Akron School of Law; supervisory employees, and all other employees of the University.

**ARTICLE 3**  
**MANAGEMENT RIGHTS**

Section 1.    Recognizing that Ohio law vests full authority and responsibility for the operation of the University in the Board of Trustees and restricts the power of the Board to delegate its authority and responsibility, the University, acting by and through its duly constituted authorities, retains and reserves exclusively to itself all rights, powers, prerogatives, responsibilities, and authority vested in it, whether exercised or not.

Section 2.    Without limiting the generality of the foregoing, it is understood and agreed that, except as otherwise provided in this Agreement, the Board has the right to adopt new or modify or terminate existing rules, policies, regulations, and procedures in furtherance and accomplishment of its statutorily mandated authorities and

responsibilities. The Board shall also have the right to take any action it considers necessary and proper to effectuate any management right reserved to it by Section 4117.08(C) of the Ohio Revised Code, including:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the employer as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the public employer as a governmental unit.

#### **ARTICLE 4** **ASSOCIATION RIGHTS**

##### **Section 1. Access to Information for Contract Implementation.**

- A. At the beginning of the fall semester of each academic year, the Administration will furnish to Akron-AAUP a complete list of all members of the bargaining unit, including name, academic department, rank, tenure status, gender, years in service, years in rank, year of highest degrees, and base salary. Interim changes, including promotions, terminations, and new hires of bargaining unit faculty, complete with name, academic department, rank, tenures status, and base salary where new or changed, will be provided to the Akron-AAUP immediately following confirmation of the employment action by the Board of Trustees.

- B. Upon written request by the Akron-AAUP, the Administration agrees to make available to Akron-AAUP, both in hardcopy and electronic formats, such data and information that is reasonably related to the enforcement or negotiation of this Agreement and future Agreements, including, but not limited to, any and all budgets, financial reports and student enrollment data.
- C. Akron-AAUP will be furnished information regarding Board of Trustees meetings and actions in accord with Ohio's open meeting and public records laws.

Section 2. Access to University Resources.

- A. During the term of this Agreement the University will allow the full-time use of a room for union officers and designated union representatives.
- B. The University will deduct regular union dues, fees, fines, and assessments established under the terms of the Akron-AAUP Constitution, using payroll deduction for Akron-AAUP members. All deductions, together with an alphabetical list of names of members of the Akron-AAUP whose dues have been deducted, shall be transmitted to the Akron-AAUP no later than the fifteenth (15th) of the following month, and upon receipt, the Akron-AAUP shall assume full responsibility for the disposition of all funds deducted. The University shall assess no charge upon Akron-AAUP for the administering of these deductions.
- C. An electronic copy of this Agreement in .pdf format will be provided to the Akron-AAUP.

Section 3. Service Recognition.

For purposes of service recognition only, all University committees and administrators evaluating bargaining unit faculty performance shall consider and credit service to the local Akron-AAUP union in the same manner as they consider and credit service to all other University committees; and, shall consider and credit service to the state and national AAUP in the same manner as they consider and credit service to all other professional associations.

**ARTICLE 5**  
**WORKING ENVIRONMENT**

Section 1. The University recognizes the importance of an adequate working environment and supporting services to promote effective teaching, learning, research and creative activities, and service consistent with the University's mission. Therefore, within the limits of available space and resources, as determined by the University, the

University shall make a good faith effort, in a timely fashion, to provide each member of the bargaining unit the following:

- A. Suitable office space with appropriate facilities and equipment therein;
- B. Adequate administrative, technological, and clerical support;
- C. Access to copying services for his or her reasonable academic copying needs;
- D. Office and classroom supplies; and
- E. Library resources, computing systems, classrooms, and laboratories that are responsive to bargaining unit faculty and student needs.

Section 2. The University will make a good faith effort to respond in a timely fashion to reasonable requests from the bargaining unit faculty for measures to secure hazardous materials, and also address concerns or issues related to compliance with applicable O.S.H.A. standards. The University will timely notify the Akron-AAUP of any such request and the University's response, as well as any instance of non-compliance with applicable O.S.H.A. standards of which the University has been made aware.

## **ARTICLE 6** **NO STRIKE/NO LOCKOUT**

Section 1. The University and the Akron-AAUP agree that all differences arising under this Agreement shall be resolved by peaceful and appropriate means without any interruption of or interference with the University's programs or operations.

Section 2. During the term of this Agreement, the Akron-AAUP and its agents and officials will not instigate, cause, support, aid, finance, condone, authorize, or participate in, nor shall the bargaining unit faculty instigate, cause, support, aid, finance, condone, authorize, or participate in, any strike, sympathy strike, or any action that would diminish the quantity or quality of work performed by bargaining unit faculty or that would in any way interrupt or interfere with the operations or programs of the University. Such prohibited action includes any violations of Ohio Revised Code, §4117.14(D)(2), §4117.01(H), and §4117.01(I).

Section 3. Any member of the bargaining unit who engages in any activity in violation of this Article shall be subject to the imposition of sanctions up to and including dismissal.

Section 4. Neither the University nor its agents or representatives shall conduct a lockout of bargaining unit faculty during the term of this Agreement.

Section 5. The Akron-AAUP shall inform all members of the bargaining unit concerning their obligations under the provisions of this Article, and the necessity of complying with these obligations, and shall further inform bargaining unit faculty that the Akron-AAUP disapproves of any action that violates this Article.

Section 6. Neither the Akron-AAUP nor any of its bargaining unit members shall engage in any action in violation of Ohio Revised Code Section 4117.18. The University expressly retains all rights accorded to it pursuant to Ohio Revised Code Chapter 4117 in responding to any activity prohibited by this Article.

Section 7. Nothing contained in this Agreement shall preclude or be construed to preclude the University or the Akron-AAUP from seeking available remedies in a court of law for violation of this Article, including but not limited to injunctive relief.

## **ARTICLE 7** **NONDISCRIMINATION**

The University agrees to refrain from discriminating against or harassing any bargaining unit faculty member on account of his or her race, color, ancestry, national origin, sex, religion, age, disability, veteran's status, or any other legally protected classification or sexual orientation. The University recognizes its legal duty to refrain from discriminating against or harassing any bargaining unit faculty member on account of his or her membership in or activities on behalf of the Akron-AAUP.

## **ARTICLE 8** **AFFIRMATIVE ACTION**

The University affirms its established policy of non-discrimination in employment, appointment, promotion, tenure, layoff, etc. The University declares its determination to actively recruit, retain and promote qualified women and minorities.

## **ARTICLE 9** **ACADEMIC FREEDOM, RIGHTS, AND RESPONSIBILITIES**

Section 1. The parties subscribe to the following statements drawn from the *1940 Statement of Principles on Academic Freedom and Tenure* (Sections 2 - 4 below), and from the *Statement on Professional Ethics* (Section 5 below), both issued by the American Association of University Professors.

Section 2. Bargaining unit faculty are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon a prior understanding with the authorities of the institution. The principles of academic freedom and freedom of inquiry shall be interpreted to include freedom of expression in both traditional print and newly-emerging electronic formats such as the creation of digital images, web sites, or home pages.



Section 3. Bargaining unit faculty are entitled to freedom in the classroom (including the virtual classroom) in discussing their subject, but they should be careful not to introduce into their teaching controversial matter that has no relation to their subject.

Section 4. College and University faculty are citizens, members of a learned profession, and members of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and members of the institution, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.

Section 5.

- A. Members of the bargaining unit, guided by a deep conviction of the worth and dignity of the advancement of knowledge, shall recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and state the truth as they see it. To this end bargaining unit faculty shall devote their energies to developing and improving their scholarly competence. They have an obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They shall practice intellectual honesty. Although bargaining unit faculty may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.
- B. As teachers, bargaining unit faculty shall encourage the free pursuit of learning in their students. They shall hold before them the best scholarly and ethical standards of their discipline. Bargaining unit faculty shall demonstrate respect for students as individuals and adhere to their proper roles as intellectual guides and counselors. Members of the bargaining unit shall make every reasonable effort to foster honest academic conduct and ensure that their evaluations of students reflect each student's true merit. They shall avoid any exploitation, harassment, or discriminatory treatment of students. They shall acknowledge significant academic or scholarly assistance from students. They shall protect students' academic freedom.
- C. As colleagues, bargaining unit faculty have obligations that derive from common membership in the community of scholars. Members of the bargaining unit shall not discriminate against or harass colleagues. They shall respect and defend the free inquiry of associates. In the exchange of criticism and ideas bargaining unit faculty shall show due respect for the opinions of others. Bargaining unit faculty shall acknowledge academic

debts and strive to be objective in their professional judgment of colleagues.

## **ARTICLE 10** **GOVERNANCE**

### **Section 1. Board of Trustees.**

The government of The University of Akron is vested in a board of eleven trustees who shall be appointed by the Governor, with the advice and consent of the Ohio Senate. The authority of government vested by law in the Board of Trustees of The University of Akron shall in fact be exercised by the Board of Trustees. The Board of Trustees may consult with Faculty Senate about shared collegial academic governance in such fundamental areas as curriculum, subject matter and methods of instruction, and faculty research. Administrative decisions about the utilization of available resources, organizational structure, the operation and staffing of all auxiliary facilities, and administrative personnel shall be the exclusive prerogative of the Board of Trustees, consistent with Article 3 (Management Rights).

Notwithstanding the exclusive right of Akron-AAUP to negotiate and reach agreement on terms and conditions of employment, recognized in Article 2 (Recognition), and the right of the University Administration to carry out its ordinary and customary functions of management, recognized in Article 3 (Management Rights), the parties agree that it is mutually desirable that the collegial system of shared academic governance be maintained and strengthened so that faculty will have a mechanism and procedures, independent of collective bargaining, for appropriate participation in the governance of the University.

The Board of Trustees and Akron-AAUP recognizes that interdependence among the constituents of the University serves to enhance the University's ability to address educational issues; and, that one facet of this interdependence is that bargaining unit faculty and others have a role in the selection of the President, the Provost, academic deans, and department chairs. The recommendation for the positions of academic deans and department chairs to the Board of Trustees shall be the responsibility of the President. Such recommendation shall be made with the advice of, in consultation with, and with participation of the appropriate bargaining unit faculty as set out below.

### **Section 2. Faculty Participation in the Selection of Deans in Degree-Granting Colleges and University Libraries.**

The deans of degree-granting colleges and University Libraries are appointed by the Board of Trustees upon recommendation of the President through the Senior Vice President and Provost. They hold office at the discretion of the President, are responsible to the President through the Senior Vice President and Provost, and are selected as follows:

- A. A search committee shall be appointed by the Senior Vice President and Provost.
  - 1. The Provost meets with the chairs and college academic administrators to assess strengths and areas of concern for the college.
  - 2. Chairs and academic administrators submit to the Provost a recommended list of at least 5 potential college representatives to serve on the search committee.
  - 3. College bargaining unit faculty submit to the Provost a recommended list of at least 5 elected bargaining unit faculty member representatives to serve on the search committee.
  - 4. The Provost will appoint a search committee, chaired by a dean, that will include at least 2 from the list recommended by the chairs and at least 2 from the list of elected bargaining unit faculty. Other college, university, and/or community members will be appointed to represent the wide range of individual expertise in the college or department, including but not limited to varying lengths of tenure with the University, excellence in teaching, research, and service especially in collaboration with other campus units and community partners, diversity of gender and ethnicity, and administrative and faculty roles.
- B. The search committee evaluates candidates and provides their evaluation and recommendation to the Senior Vice President and Provost.

Section 3. Faculty Participation in the Review of Deans in Degree-Granting Colleges and University Libraries.

The dean shall establish annual goals. The Senior Vice President and Provost shall assess annually the performance of the dean measured against those goals.

- A. Deans shall be subject to a more formal review every four years. The review will be coordinated by an Associate Provost. To assist the Provost in the conduct of the review, there shall be established a review committee that shall be comprised as follows:
  - 1. A dean from another college, appointed by the Provost, shall be the chair of the committee.
  - 2. At least one (1) member from the college contract professional constituency selected by the Provost from a list provided by the dean.

3. At least one (1) member from the college staff constituency selected by the Provost from a list provided by the dean.
4. At least four members of the bargaining unit of which three are elected by the bargaining unit faculty and one is appointed by the Provost.
5. At least one department chair, where applicable, selected by the Provost from a list provided by the dean.

The Provost shall charge the review committee prior to the commencement of the review. The committee's evaluation shall be reported to the Provost and communicated to the dean by the Provost.

- B. The Provost shall conduct an independent review of the dean taking into consideration the review committee's report. The Provost shall then meet with the dean and convey the results of the Provost's review. In the event the dean determines not to continue as dean following this meeting, the Provost shall communicate this decision to the review committee, the bargaining unit, contract professionals and staff of the college. Otherwise, the Provost shall meet with the review committee and convey the results of the Provost's review in writing. Thereafter, the results of the Provost's review shall be communicated to the bargaining unit, contract professionals and staff of the College and shall include the Provost's recommendation for the dean.

#### Section 4. Faculty Participation in the Selection of Department Chairs.

Department chairs are appointed by the Board of Trustees with the advice of and upon recommendation of bargaining unit faculty, the dean of the college, the Senior Vice President and Provost, and the President. Chairs shall be appointed for an initial term recommended by the President (but of not more than four (4) years); they hold office at the discretion of the President; they are responsible to the deans of their colleges; and they are the representatives and academic leaders of the departmental bargaining unit faculty.

- A. Department chairs are selected by the appropriate dean, who, after consulting with the bargaining unit faculty within the department and the Senior Vice President and Provost, recommends the candidate for approval by the President and Board of Trustees. If the dean or President considers appointment of someone not on the University faculty, that candidate, at the dean's invitation, usually visits the University and is interviewed by members of the department concerned and chairs of related departments. In this case, the dean, after consulting with the bargaining unit faculty within the department and the Senior Vice

President and Provost, recommends the candidate for approval by the President and Board of Trustees.

- B. When a vacancy occurs in an academic administrative appointment of Department Chair or School Director, the dean confers with the Provost about the need for an interim appointment of a current employee because of timing and available resources to launch a search either nationally or internally for the next appointee to the position. No search process nor waiver is necessary in these circumstances; it is sufficient to make the availability of the position public along with any requirements for the interim appointee's qualifications and experience. The Provost and the dean will then construct a process that obtains the advice and conferral of the appropriate bargaining unit faculty, staff, and contract professionals.
- C. A search committee shall be utilized regarding the permanent appointment of department chairs; department chairs are selected and shall hold office as follows:
  - 1. The search committee is appointed by the dean of the college. The dean shall appoint at least two (2) committee members from a pool of bargaining unit faculty elected by the department, and the bargaining unit faculty, whether elected or appointed, shall constitute a majority of the committee. Other members will be appointed to represent the wide range of individual expertise in the college or department, including but not limited to varying lengths of tenure with the University, excellence in teaching, research, and service especially in collaboration with other campus units and community partners, diversity of gender and ethnicity, and administrative and faculty roles.
  - 2. The search committee evaluates candidates and provides their evaluation and recommendation to the dean. The evaluation process shall include the opportunity for individual bargaining unit faculty to make an anonymous (to the extent permitted by law) written qualitative and summary evaluation of each candidate. The committee's recommendation shall include a summary of the individual bargaining unit faculty's evaluations. Whenever possible, the search committee should recommend multiple candidates.

#### Section 5. Faculty Participation in the Review of Department Chairs.

In consultation with the bargaining unit faculty of the department and with the concurrence of the dean, the chair will establish annual goals. The dean shall assess

annually the performance of the chair measured against those goals and shall report the results of that assessment to the chair.

During the final year of the department chair's term of appointment, chairs who wish to be considered for an additional term shall be subject to a more formal performance review of the preceding term. The review shall include:

A. A faculty review:

1. An evaluation of the chair's performance shall be conducted by a committee of four members of the bargaining unit of the department: two elected by the bargaining unit faculty, one appointed by the dean, and one appointed by the Provost.
2. The evaluation shall be conducted according to the process set forth in the college's and departmental guidelines and approved by the dean and the Provost. Units without guidelines shall promptly prepare and submit them to the Provost.
3. The evaluation process shall include the opportunity for individual bargaining unit faculty to make an anonymous (to the extent permitted by law) written qualitative and summary evaluation of the chair. The committee's recommendation shall include a summary of the individual bargaining unit faculty's evaluations.
4. The committee shall report its recommendation to the dean after conferring with the bargaining unit faculty by a process established in the college's guidelines.

B. A decanal review:

1. The dean shall conduct an independent evaluation of the department chair by a method appropriate to the unit and approved by the Provost.
2. The results of the dean's review shall be communicated to the chair. In the event the chair determines not to continue as chair following this meeting, the dean shall communicate this decision to the bargaining unit faculty. Otherwise, the dean shall communicate to the bargaining unit the dean's decision.

Section 6. Faculty Participation in the Selection of the Senior Vice President and Provost and President.

In recognition of the legitimate concerns and interests of bargaining unit faculty, when the University selects either a Senior Vice President and Provost or President, the

bargaining unit shall participate in that selection through a subcommittee composed of bargaining unit faculty only, who shall have the opportunity to discuss orally with the full Board of Trustees in executive session, their collective views with respect to each finalist candidate. This subcommittee shall consist of six (6) representatives, three (3) of whom shall be selected by the Faculty Senate and three (3) of whom shall be selected by the Akron-AAUP.

Section 7. Compensation.

The economic success of the University of Akron is, in part, dependent upon the productivity of faculty, and the faculty efforts to increase the revenue base upon which the University operates and grows. Special efforts of members of the bargaining unit that contribute to the economic success of the University shall be rewarded as provided in Article 16 (Compensation).

Section 8. Meetings between the President of Akron-AAUP and the Senior Vice President and Provost.

The President of Akron-AAUP and the Senior Vice President and Provost, or their respective designees, shall meet as necessary to discuss implementation issues with respect to this Article and any other provision of the collective bargaining agreement.

**ARTICLE 11**  
**INITIAL HIRE**

Section 1. Procedures for Appointment of Bargaining Unit Member.

- A. For purposes of appointment the term “academic unit” is defined as one of the following:
  - 1. A department or school where bargaining unit faculty hold a primary appointment.
  - 2. A college without departments where bargaining unit faculty hold a primary appointment.
- B. After the Senior Vice President and Provost has approved a bargaining unit position, a search committee shall be formed as set out below. Academic unit guidelines shall include procedures for the search process.
  - 1. The search committee shall have a maximum of seven, five, or three bargaining unit faculty selected through the process outlined in (a), (b), and (c) below. The dean, in consultation with the Provost and the bargaining unit, shall determine the maximum number of members on the search committee. The search committee shall be

composed in accordance with the table below and as illustrated in (a), (b), and (c) below.

Number of bargaining unit faculty	Bargaining unit faculty elected by the academic unit	Bargaining unit faculty appointed by the department chair: dean appoints in academic units without departments	Provost appointments
7	5 (4)	2 (3)	2 (1)
5	3 (4)	2 (1)	1
3	2	1	1

- a. The bargaining unit of the department shall elect members from the bargaining unit of the department to serve on the committee.
  - (i) For search committees with seven bargaining unit faculty, four or five shall be elected by the bargaining unit faculty of the department.
  - (ii) For search committees with five bargaining unit faculty, three or four shall be elected by the bargaining unit faculty of the department.
  - (iii) For search committees with three bargaining unit faculty, two shall be elected by the bargaining unit faculty of the department.
  
- b. The chair of the department shall appoint members from the bargaining unit.
  - (i) For search committees with seven bargaining unit faculty, two or three bargaining unit faculty shall be appointed by the chair of the department.
  - (ii) For search committees with five bargaining unit faculty, two or one bargaining unit faculty shall be appointed by the chair of the department.
  - (iii) For search committees with three bargaining unit faculty, one bargaining unit faculty member shall be appointed by the chair of the department.
  - (iv) For academic units without department chairs the dean of the college shall make the appointments described in this subsection.



- c. The Provost, at his/her discretion, shall have the right to add no more than two representatives to the search committee beyond those selected through the process outlined in (a), (b), and (c) above, who may or may not be members of the bargaining unit of the department. For search committees with five or three bargaining unit faculty, the Provost shall have the right to add no more than one member; and, for search committees with seven bargaining unit faculty, the Provost shall have the right to add no more than two members.
  - d. Once the search committee is formed, the search committee shall elect a chair of the search committee from among two or more elected bargaining unit faculty nominated by the dean. In the event that the dean chooses not to nominate any chair candidates, the search committee shall elect the chair of the search committee from among the bargaining unit faculty of the search committee.
- C. The search committee shall develop a search plan and execute the plan in conformity with legal requirements and academic unit guidelines.
  - 1. The Senior Vice President and Provost shall approve the plan or recommend changes as deemed appropriate.
  - 2. If changes to the search plan are recommended, the Provost will communicate and discuss the changes with the search committee chair.
- D. Academic unit approval of candidates
  - 1. The process of initial appointment is defined as a deliberative process. The department chair and all bargaining unit faculty in the academic unit at the rank of college lecturer, clinical instructor, instructor, assistant professor, associate professor, professor and distinguished professor are eligible to participate in the process. However, those eligible who do not participate in or attend the deliberations are not permitted to vote. Individual unit's guidelines may allow for absentee ballots in extenuating circumstances for persons who have been participants in the deliberations.
  - 2. After the completion of the interview process, the academic unit members (as defined in (D)(1)) shall select by secret ballot a candidate(s) to recommend for appointment. A simple majority is

required. The academic unit may recommend more than one candidate in priority order.

- a. In academic units with departments, the department chair shall vote.
  - b. The dean shall not vote.
3. In academic units with departments, the department chair shall forward the recommendation to the dean. Department chairs shall not provide a separate recommendation.
  4. In academic units without departments, the chair of the search committee shall forward the recommendation to the dean.
- E. If the dean approves the bargaining unit faculty's recommendation, he/she shall transmit the bargaining unit faculty's recommendation and his/her recommendation to the Senior Vice President and Provost. If the dean does not support the bargaining unit faculty's recommendation, the dean shall meet with the academic unit to discuss his/her concerns. In the absence of a subsequent agreement with the academic unit, the search will be considered failed.
- F. If the Senior Vice President and Provost approves the recommendation, the candidate may be contacted and offered employment at the University of Akron pending the approval of the Board of Trustees.
1. The appointment of bargaining unit faculty is subject to the approval of the Board of Trustees of the University of Akron. No officer, dean, committee, or other such entity shall have the authority to employ, set the compensation or other terms of employment except the Board of Trustees. All offers of employment shall be subject to this condition.
- G. The department chair, school director, or the dean in colleges without departments shall provide a copy of the academic unit reappointment, tenure, and promotion guidelines and criteria and a copy of this Agreement to all newly appointed bargaining unit faculty.

Section 2. Nature of Appointment of Bargaining Unit Faculty.

- A. Unless the University has awarded tenure or a fixed-term contract, all appointments of full-time bargaining unit faculty are on an annual, temporary, or probationary basis, renewable each academic year at the discretion of the University.

- B. The Board of Trustees normally appoints all bargaining unit faculty for an initial period of one academic year. In some cases, appointments for a period of more or less than one academic year may be made, as in the case of initial appointments at midyear or emergency one semester appointments.
  - 1. Upon appointment every bargaining unit faculty member receives from the Secretary of the Board of Trustees a certificate or letter of appointment as regular or auxiliary faculty, stating the rank or designation appropriate to the bargaining unit member's status, annual salary or periodic salary if part-time, and length of appointment.
- C. Without limiting the authority of the Board of Trustees as conferred and defined by law to act in such matters upon its own motion, college lecturers, clinical instructors, instructors, assistant professors, associate professors, professors, and distinguished professors shall be appointed by the Board of Trustees upon recommendation of the Senior Vice President and Provost.

**ARTICLE 12**  
**GRIEVANCE AND ARBITRATION PROCEDURES**

**Section 1. Definitions.**

- A. "Grievance": means any dispute between the University and the Akron-AAUP or between the University and a bargaining unit employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement, subject to those exclusions appearing in other Articles in this Agreement.
- B. "Grievant": means either a member of this bargaining unit or the Akron-AAUP, who or which, as the case may be, pursues a Grievance under this Article.
- C. "Day": means Monday through Friday, when University classes are scheduled and in session.
- D. "GCAO": means the Grievance and Contract Administration Officer of the Akron-AAUP, or his/her designee.
- E. "AVPELR": means the University's Assistant Vice President of Employee and Labor Relations, or his/her designee.

Section 2. Informal Resolution/Mediation.

- A. Nothing contained in this Article will be construed so as to prevent the informal adjustment of any Grievance. The parties agree that, whenever possible, disputes shall be resolved informally, and the parties encourage open communications so that resort to the formal grievance procedure will not be necessary. Prior to initiating a formal grievance, the Grievant and the appropriate University administrator (Provost, dean, and/or department chair/faculty coordinator with supervisory responsibility) shall make a reasonable effort to meet and adjust the grievance in an informal manner.
- B. While an individual Grievant has the right to be advised or assisted by the Akron-AAUP in attempting to secure informal resolution, such advice or assistance is not required. However, any resolution achieved without the Akron-AAUP's assistance shall not be binding upon the Akron-AAUP or another bargaining unit member.
- C. Notwithstanding the other provisions of this Article, the GCAO and the AVPELR may mutually agree to mediation.

Section 3. Initiation of Formal Grievance.

- A. The formal grievance process shall be initiated by reducing the Grievance to writing, signed and dated by the Grievant and/or the GCAO and two copies will be presented to the AVPELR within twenty (20) days after the occurrence of the events upon which it is based or within twenty (20) days after the Grievant knew or through the exercise of reasonable diligence should have known of the events on which it is based. The formal grievance document shall state the events upon which the grievance is based; the basis for the Grievance, including the specific Articles and Sections of this Agreement or University rules or practices that are alleged to have been violated; and specify the relief and remedy sought and shall be submitted on forms, which shall be agreed to by the parties, provided, however, that the failure to comply with any of these specific requirements regarding the grievance document shall not be a basis for claiming that the grievance is untimely, or for denying the grievance so long as the missing information is provided at the initial meeting.
- B. A Grievance may be initiated at Step Two if all parties concur to initiate it at that level.

Section 4. Step One.

Within ten (10) days of receiving the formal grievance document the AVPELR will schedule a Step One meeting involving the dean and/or the dean's representative, the Grievant and the GCAO. The Step One meeting will occur at a time and place

convenient to all parties and shall transpire no later than ten (10) days of the AVPELR receipt of the formal grievance document. Within ten (10) days after the Step One meeting, the AVPELR shall provide the GCAO and the Grievant with a written response.

Section 5. Step Two.

If the GCAO and the Grievant are not satisfied with the AVPELR's Step One response to the formal grievance, the formal grievance may be advanced to Step Two by the Akron-AAUP filing a written Notice of Appeal with the AVPELR within ten (10) days after the receipt by the Akron-AAUP of the Step One response. This Notice of Appeal shall state the reasons why the Step One disposition is not satisfactory. Within ten (10) days of receipt of such Notice of Appeal, a Step Two hearing, with the Provost and/or designees, the Grievant, and the GCAO, will be scheduled by the AVPELR. The Provost and the President of the Akron-AAUP may reasonably include other representatives in the meeting. The AVPELR shall send a written disposition of the formal grievance to both the Grievant and the GCAO within ten (10) days following the conclusion of the Step Two hearing.

Section 6. Arbitration.

If the Akron-AAUP is not satisfied with the University Administration's Step Two written disposition, it may, at its sole discretion, within twenty (20) days of the receipt of the Step Two answer, appeal the Grievance to arbitration. Any appeal to arbitration made hereunder shall be initiated by giving written notice of such appeal to the Federal Mediation and Conciliation Service ("FMCS") and simultaneous written notice to the AVPELR.

- A. Within five (5) days following receipt of a list of arbitrators, all of whom must be members of the National Academy of Arbitrators, from FMCS, if the arbitrator is not selected by mutual agreement, the parties will alternate in striking names until only one (1) name remains. Which party strikes first shall be determined by a flip of the coin, or as the parties otherwise may agree. If the arbitrator thus chosen cannot serve, the parties shall request a new list and begin the selection process anew. However, in the event either party finds the initial panel to be unacceptable, it may reject the same and request a new panel at its expense. The party which did not reject the first panel shall have the option of having the parties alternatively strike from the second panel only or from both panels.
- B. The procedural format for arbitration shall be either: (a) the FMCS rules for voluntary labor arbitration or (b) the FMCS rules for expedited labor arbitration. If the parties cannot agree in advance of the date the notice of appeal to arbitration is to be filed, as to the procedural format to be followed, the arbitration shall be conducted under the FMCS rules for voluntary labor arbitration.

- C. Two days prior to the hearing, the parties will exchange the names of all witnesses to be called and exhibits to be introduced during their case in chief.

Section 7. Arbitrator's Authority and Decision.

- A. The arbitrator shall have no authority to vary the procedures (including any time limit) prescribed herein or otherwise to add to, subtract from, or modify the terms of the contract. The arbitrator's task shall be to interpret the specific provisions which the Grievant or GCAO allege that the University has violated.
- B. The arbitrator's decision will be rendered in writing within thirty (30) days of the close of the hearing or twenty (20) days from his/her receipt of the briefs, whichever is later, unless the parties mutually agree to a later award.
- C. Arbitration awards shall be in writing and shall explain the reasons for the arbitrator's decision. The arbitrator's decision will be final and binding on the Parties and may be enforced in any court of competent jurisdiction. If either party seeks clarification of the arbitrator's decision or seeks to request the arbitrator's assistance regarding implementation of the remedy, any such communication to the arbitrator shall be done jointly by the parties.

Section 8. Arbitration Procedures.

- A. If the procedural arbitrability of the grievance is challenged, the issue of procedural arbitrability shall be heard and decided by written opinion before the grievance is heard on its merits.
- B. The arbitrator shall not hear multiple grievances in the same hearing unless the issues are identical or the parties mutually agree otherwise.
- C. The grievant shall be restricted to the specific contract violation alleged in the grievance and the documents relating to Steps 1 and 2.
- D. Either party shall have the right to have the hearing transcribed at its cost and to submit a post-hearing brief.
- E. In disciplinary cases, evidence of all relevant prior offenses or misconduct shall be admissible.
- F. The arbitrator shall not consider any statement made by a federal or state mediator unless made at the table to both parties.

- G. The University Administration and the Akron-AAUP will bear their own grievance process and arbitration expenses individually and share the arbitrator's fee and expenses equally.

Section 9. Time Limits.

- A. Time limits in the steps may be shortened or extended by mutual written agreement of both parties. Any such extension or contraction does not constitute a waiver of the right to insist on the time limits on any other Grievance or arbitration.
- B. Failure of either party to abide by the time limits shall result, at the other party's option, in the advancement of the Grievance to the next level, or, upon five (5) days written notice, acceptance of the party's position which last responded, unless the other party further responds within the five (5) day period.

**ARTICLE 13**  
**RETENTION, TENURE AND PROMOTION**

Section 1. Definitions and General Procedures Regarding Reappointment, Tenure and Promotion of Bargaining Unit Faculty.

- A. The purpose of these procedures for reappointment, tenure, and promotion is to promote a process at the University of Akron that is fair, consistent, and faculty-driven. The procedures are designed to define the guidelines under which the bargaining unit faculty will be working, and to define the procedures and evaluative measures that are part of the process. All reappointment, tenure, and promotion recommendations are seen as a serious measure of the progress of the bargaining unit faculty member and shall serve as clear benchmarks of and suggestions for future progress.
- B. It is understood that the tenure process is cumulative, and not all criteria need be met every reappointment year. However, all criteria must be addressed by the time the bargaining unit faculty member applies for tenure and promotion.
- C. These guidelines strive to establish fair and systematic methods of evaluating bargaining unit faculty. Detailed criteria and procedures shall be adopted by each academic unit and shall be suitable for its special needs but consistent with the guidelines.
- D. Bargaining unit faculty hired to begin employment prior to July 1, 2001 will be subject to the procedures and criteria of applicable University rules as

approved by the Board of Trustees as of their date of hire. Further, they will be held to academic unit guidelines and criteria resulting from the same. The certificates of appointment will include a statement regarding this Section.

- E. Eligibility for tenure and promotion.
  - 1. Bargaining unit faculty in the rank of distinguished professor, professor, associate professor and assistant professor are eligible to be awarded indefinite tenure.
  - 2. Bargaining unit faculty at the rank of assistant professor, associate professor and professor are eligible for promotion to a higher rank.
- F. Members of the bargaining unit at the rank of assistant professor, associate professor, professor and distinguished professor generally have a full range of responsibilities to academic units including teaching, research, scholarship and other creative professional work; service to the department, college and university; and public service.

Section 2. Probationary Periods of Bargaining Unit Faculty.

- A. All non-tenured bargaining unit faculty are subject to annual reappointment following their initial appointment.
- B. Bargaining unit faculty may serve either on annual appointment or on indefinite tenure, according to the following provisions:
  - 1. Bargaining unit faculty in a professorial rank may be granted indefinite tenure, that is, they are appointed for an indefinite term without the necessity of reappointment each year. An assistant professor, associate professor, or professor may be granted tenure not later than the end of the sixth year of active service in professorial rank at the University of Akron subject to conditions outlined in this Article.
    - a. If tenure is granted, it shall be effective either at the beginning of the academic year of service after which the candidate applied, or as specified in the certificate of appointment issued by the Board of Trustees.
    - b. If at the end of six years in professorial rank, indefinite tenure has not been received, notice shall be given that employment terminates at the end of the seventh year of service.



- c. Bargaining unit faculty hired after Friday of week seven of the fall semester may apply for tenure and/or promotion in either the tenth or twelfth semester of service, and tenure, if granted, will be effective in either the twelfth or fourteenth semester of service.
2. Full-time appointment for two semesters shall equal one year of active service. Summer sessions or leaves without compensation granted for one-half or more of any semester may not be counted toward the probationary period for tenure. Faculty improvement program leaves count toward the probationary period for tenure. A candidate's application for indefinite tenure shall normally be initiated after ten semesters of active service.
3. In cases where there are clearly extenuating circumstances, the probationary period may be extended by one year provided that it is initiated by the candidate, recommended by the appropriate dean, and approved by the Senior Vice President and Provost.
4. Tenure may be granted before the sixth year (early tenure) in a professorial rank contingent upon the candidate's successful completion of the following criteria.
  - a. The candidate shall have completed at least two years of active service at the University of Akron before application for early tenure can be made.
  - b. At a minimum, the candidate must meet the academic unit criteria for tenure.
  - c. The academic unit tenure committee shall vote to determine if the candidate may apply for early tenure. The decision of the tenure committee is final and cannot be appealed.
5. A candidate may apply for early tenure only once. Should tenure be denied, the candidate shall be awarded reappointment for the next academic year, and shall complete the six year probationary period before making reapplication for tenure.
6. In exceptional circumstances, the Board of Trustees may grant indefinite tenure upon initial appointment to scholars who are nationally or internationally recognized and only upon the affirmative recommendation of the tenure committee of the academic unit of primary appointment, the dean, the Senior Vice President and Provost, and the President.

7. Bargaining unit faculty who hold the rank of assistant professor may be awarded tenure only if they are granted promotion to associate professor at the same time, except in rare and compelling circumstances.
  8. Bargaining unit faculty who hold rank beyond that of assistant professor but without tenure, may seek and be awarded tenure without promotion.
- C. Notification of appointment, reappointment, tenure, and promotion of bargaining unit faculty shall occur as follows:
1. The Board of Trustees usually acts upon recommendations for appointment, reappointment, promotion, and the granting of indefinite tenure at its April meeting.
  2. Recommendations for appointment, reappointment, promotion, and the granting of indefinite tenure may be considered at other Board of Trustees' meetings as appropriate.
  3. The appointment, reappointment, tenure, and promotion of bargaining unit faculty is subject to the approval of the Board of Trustees of the University of Akron. No officer, dean, committee, or other such entity shall have the authority to employ, set the compensation or other terms of employment except the Board of Trustees. All offers of employment shall be subject to this condition.
    - a. Following the Board of Trustees' approval, the Secretary of the Board of Trustees shall send a certificate of appointment detailing the agreement reached between the bargaining unit faculty member and the University. It shall include an endorsement of acceptance that the bargaining unit faculty member shall sign and return to the Secretary of the Board of Trustees within the time period stipulated.
    - b. In the event a bargaining unit faculty member adds or deletes terms to the certificate of appointment, or fails to sign or return the endorsement, the Secretary of the Board of Trustees shall submit the issue to the Board of Trustees at their next regular meeting for consideration of rescinding the certificate of appointment.

Section 3. Procedures for Reappointment, Tenure, and Promotion ("RTP") of Bargaining Unit Member.

- A. The term “academic unit” is defined as one of the following:
  - 1. A department or school where bargaining unit faculty hold a primary appointment.
  - 2. A college without departments where bargaining unit faculty hold a primary appointment.
- B. All academic units shall follow University-wide procedures for reappointment, tenure, and promotion and adhere to the calendar as shown in this Article below.
- C. The criteria to be considered for reappointment, tenure and promotion University-wide include but are not limited to:
  - 1. Quality of teaching.
    - a. Effective instruction as evidenced by student and peer evaluations and by documented assessment of learning outcomes.
      - (i) Only quantitative data from the University approved student evaluation of teaching will be required. Written comments shall be included at the discretion of the candidate.
    - b. Effective advising.
    - c. Appropriate curricular development.
    - d. Participation in activities related to accreditation.
    - e. Effective administration and supervision of part-time faculty, graduate and/or student assistants, staff or others, when applicable.
  - 2. Quality of research and scholarly activity.
    - a. Scholarship and/or creative activity as appropriate to the academic unit including activities in the discipline and in the scholarship of teaching and learning.
      - (i) Publications.
      - (ii) Presentations, scholarly and creative.

- (iii) Grant funding and/or development activity.
  - b. Professional organizations.
    - (i) Leadership positions.
  - c. Professional development.
  - d. Professional recognition.
- 3. Quality of professional, University and community service.
  - a. Professional organizations.
    - (i) Leadership positions.
  - b. To the University of Akron.
  - c. To the college and/or department.
  - d. Discipline related service to the community.
- 4. Professional conduct as defined in written standards including but not limited to the following:
  - a. Sexual harassment policy of the University.
  - b. Conflict of interest, conflict of commitment, scholarly misconduct, and ethical conduct policy of the University.
  - c. Affirmative action policy of the University.
  - d. Alcohol policy of the University.
  - e. Drug-free workplace policy of the University.
  - f. "Statement on Professional Ethics" as published by the American Association of University Professors.
  - g. Other professional ethics policies as approved by the American Association of University Professors committee B on professional ethics published by the American Association of University Professors.
  - h. Disseminated codes of conduct as defined by relevant professional disciplines.

- i. Disseminated codes of ethics as defined by relevant professional disciplines.
    - j. Professional responsibilities as set out in University rules.
- D. The academic unit shall develop individual criteria for reappointment, tenure, and promotion. Criteria and guidelines shall be approved by the dean and the Senior Vice President and Provost before being recognized as the official guidelines of the academic unit and before the guidelines can be applied to bargaining unit faculty.
- E. Each academic unit shall have a set of separate criteria for bargaining unit faculty's evaluation for purposes of reappointment, tenure, and promotion. All operative academic unit criteria will be available in the academic unit, the office of the dean of the college, and the office of the Senior Vice President and Provost.
  - 1. All academic unit guidelines shall comply with the applicable provisions of this Article.
  - 2. All academic unit guidelines shall enumerate the specific materials that are to be included in the candidate's reappointment, tenure, and promotion files.
  - 3. In case of conflict, the applicable provisions of this Article supersede all other guidelines.
- F. The criteria prepared by each academic unit must be formally approved by two-thirds of the bargaining unit faculty of that academic unit present and voting at a meeting called for that purpose. The college dean and the Senior Vice President and Provost shall also formally approve the criteria before it becomes effective.
- G. Subsequent reviews of the criteria may be initiated by no fewer than one-third of the bargaining unit faculty of the academic unit, the college dean, or the Senior Vice President and Provost.
- H. Candidate files shall include at least:
  - 1. A current vita;
  - 2. Narrative statement by the candidate addressing the meeting of University-wide and academic unit criteria;

3. A table of contents of materials included in the RTP file; the table of contents shall be amended to reflect any additions or deletions to the RTP file;
  4. All previous reappointment, tenure, and/or promotion recommendations from committees, academic unit chairs, or deans;
  5. Evidence of work performance, including results of teaching evaluations where applicable;
  6. Evidence of professional activity;
  7. Evidence of service;
  8. External reviews, for tenure and promotion files.
- I. Review of the bargaining unit faculty member for reappointment, tenure, and promotion shall originate only in the academic unit where the bargaining unit faculty member holds his/her primary appointment. Bargaining unit faculty holding joint appointments shall be reviewed by all appropriate units.
- J. Reappointment, tenure, and promotion committees must contain a quorum in order to conduct business. For the purpose of reappointment, tenure, and promotion of the bargaining unit member, a quorum is defined as two-thirds of the eligible members. In the case where there are fewer than six eligible members, a quorum is defined to be at least three members. The college faculty who are members of the bargaining unit shall formulate rules to add committee members from outside the academic unit if there are fewer than three eligible bargaining unit faculty in the academic unit to form the committee. These rules shall be included in the procedures of the college or academic unit.
- K. The processes of reappointment, tenure, and promotion for the bargaining unit faculty are deliberative processes. Eligible committee members who do not participate in or attend the deliberations shall not be permitted to vote.
1. To be eligible to vote, a member shall review candidate-submitted materials and shall attend all committee meeting(s) during which the candidate is discussed. Exceptions to this rule are as follows:
    - a. The committee may permit a member who has not attended all meetings but who has otherwise substantially met the participation standards of paragraph (K)(1) of this Section to vote, by a majority vote of members present and voting. The

reason for the exception shall be included in the committee recommendation.

- b. Unit guidelines may allow for absentee ballots in extenuating circumstances for persons who are otherwise eligible to vote. The committee may determine eligibility for an absentee ballot by a majority vote of members present and voting. Extenuating circumstances include death in the immediate family, serious illness, and inability to attend due to events beyond one's control. The nature of the extenuating circumstances and the vote shall be included in the committee recommendation.
- L. For the purposes of reappointment, tenure, and promotion for the bargaining unit member, a simple majority vote in the affirmative, at the minimum, is necessary for adoption. Academic unit guidelines may determine individual unit requirements for a minimum affirmative vote beyond a simple majority. When there is a tie vote, the motion is rejected. While it is the duty of every member who has an opinion on a question to participate in these important deliberations, to arrive at an informed opinion, and to express it by his or her vote, he or she cannot be compelled to do so. He or she may prefer to abstain from voting, fully realizing that the effect is the same as if he or she voted on the prevailing side. Abstentions are not counted in the number of votes cast and are considered blank ballots. However, they are included in the report. For example, a vote of three positive, one negative and seven abstentions represents a seventy-five percent positive vote and would be reported: three positive, one negative, seven abstentions.
- M. For purposes of voting on any reappointment, tenure, and promotion matter, bargaining unit faculty shall comply with the University's conflict of interest policy and voluntarily remove themselves from any discussion, voting, or participation that would influence voting on reappointment, tenure, and promotion matters when the candidate is:
  1. A member of that bargaining unit faculty member's immediate family (e.g. spouse, son, daughter, or other family member residing in that family member's household).
  2. A member of that bargaining unit faculty member's extended family (e.g. siblings, parents, grandparents, cousins, uncles, aunts, or other next of kin).
  3. For any other person where there would exist the appearance of conflict of interest or impropriety.

Section 4. College Wide Review Committee.

- A. All colleges shall have college-wide tenure and/or promotion review committees. The college-wide review committees shall provide a separate and independent recommendation to each candidate for tenure and/or promotion. The order of recommendations is sequential, not hierarchical. The tenure and promotion guidelines for each college shall include procedures for constituting college-wide review committees.
1. In colleges without departments that constitute tenure and promotion committees as committees of the whole tenured bargaining unit, the tenure and/or promotion committee shall also operate as the college-wide review committee at the time of the initial meetings.
  2. In colleges with departments, and colleges without departments that establish separate tenure and/or promotion committees, the college-wide review committees shall be composed of no fewer than five members elected from the tenured bargaining unit faculty of the college. Each college shall develop guidelines for the election process and the voting process, including guidelines for replacing members unable to serve.
  3. A committee member from the department of the candidate being considered shall be recused and not vote.
  4. Members of the college-wide review committees shall meet the following criteria:
    - a. Members of the college-wide tenure review committees shall be tenured bargaining unit faculty.
    - b. Members of the college-wide promotion-to-associate-professor review committee shall be tenured bargaining unit faculty holding the rank of associate professor or higher. In the case of a candidate applying for promotion to associate professor, but not applying for tenure, the review committee shall be the college-wide promotion-to-associate-professor review committee.
    - c. Members of the college-wide promotion to professor review committee shall be tenured bargaining unit faculty holding the rank of professor or higher.



- d. Members of any college-wide review committee shall have completed at least one year of service at the University of Akron.
5. The college-wide review committees shall evaluate candidates' files and all previous recommendations to determine:
  - a. That the candidate has satisfactorily met all approved tenure and/or promotion criteria established by the University and the academic unit;
  - b. That the departmental tenure and/or promotion committee and the academic unit chair have followed all approved procedures in their evaluation of the candidate;
  - c. That the tenure and/or promotion committee and the academic unit chair recommendations of the candidate are consistent with the goals of the academic unit as stated in the academic unit guidelines.
6. The college-wide review committees shall not evaluate the merits of departmental guidelines or criteria.
7. If procedural error or inadequate consideration is identified, the irregularity shall be reported to the dean for action with copies to the candidate, the RTP committee chair and the academic unit chair.
8. The college-wide review committee's written recommendation shall include in its findings that paragraphs (5)(a), (5)(b) and (5)(c) of this Section have been addressed.
  - a. In colleges with separate college-wide review committees, if the committee's recommendation is not consistent with the recommendations from the tenure and/or promotion committee, or from the academic unit chair, the committee recommendation shall explain those inconsistencies.
  - b. In colleges with no separate college-wide review committee, the recommendation from the committee of the whole shall explicitly include findings on paragraphs (5)(a), (5)(b), and (5)(c) of this Section.
9. The college-wide review committee shall forward its recommendation to the dean, with copies to the academic unit chair, the RTP committee chair, and the candidate.

Section 5. The University Wide Review Committee.

- A. The University-wide review committees shall provide a separate and independent recommendation only regarding candidates for tenure and/or promotion when the recommendations from the RTP committee, the college-wide review committee, the chair, and the dean are not consistent. The order of recommendations is sequential, not hierarchical.
- B. Each college and the library shall elect one member to the committee.
- C. Only tenured bargaining unit faculty who hold the rank of professor or above are eligible for election to the committee.
- D. The University-wide committee shall evaluate the candidates' files and all previous recommendations to determine:
  - 1. The candidate has satisfactorily met all approved tenure and/or promotion criteria established by the University and the academic unit;
  - 2. That the departmental tenure and/or promotion committee, the academic unit chair, the dean and the college-wide review committee have followed all approved procedures in their evaluation of the candidate;
  - 3. That the tenure and/or promotion committee, the academic unit chair, the dean and the college-wide review committee recommendations of the candidate are consistent with the goals of the academic unit as stated in the academic unit guidelines.
- E. The University-wide committee shall not evaluate the merits of the departmental guidelines or criteria.
- F. If procedural error or inadequate consideration is identified, the irregularity shall be reported to the Senior Vice President and Provost for action with copies to the dean, the college-wide review committee, the academic unit chair, the departmental committee chair and the candidate.
- G. The University-wide review committee's written recommendation shall include in its findings that paragraphs (D)(1), (D)(2) and (D)(3) of this Section have been addressed.
- H. The University-wide review committee shall forward its recommendation to the Senior Vice President and Provost, with copies to the dean, the

college-wide review committee, the academic unit chair, the departmental committee, and the candidate.

Section 6. Parliamentary Procedure.

"Robert's Rules of Order," in the most recent edition, shall be accepted as the authority on all questions of parliamentary procedure.

Section 7. Timelines.

A. For reappointment during the first year:

Date(s)	Action required
within one week of the date of initial appointment	Academic unit chair or dean in colleges without departments sends letter of notification to candidate
three weeks after the date of initial appointment	candidate sends letter of intent to academic unit chair or dean in colleges without departments
three weeks after the date of initial appointment	candidate sends file to committee
Friday of week 5 of the relevant semester	committee sends recommendation to candidate and academic unit chair
Friday of week 7 of the relevant semester	Academic unit chair sends recommendation to candidate and dean
Friday of week 9 of the relevant semester	dean sends recommendation to candidate and Senior Vice President and Provost
first Wednesday in April, usually	Senior Vice President and Provost sends recommendation to the president, the Board of Trustees, dean and candidate
fourth Wednesday in April, usually	Board of Trustees votes on recommendation

B. For reappointment after the first year:

Date(s)	Action required
by March 15	in colleges without departments who have created a subcommittee of the tenured bargaining unit faculty, selection of reappointment committee
by April 1	Academic unit chair in colleges with departments or dean in colleges without departments holds an organizational meeting to elect chair of the reappointment committee
by April 15	Academic unit chair in colleges with departments or dean in colleges without departments, sends letter of notification to candidate

final instructional day of spring semester	candidate sends letter of intent to academic unit chair or dean in colleges without departments
Friday of week 2 of fall semester	candidate sends file to committee
Friday of week six of fall semester	committee sends recommendation to candidate, academic unit chair, or dean in colleges without departments
Friday of week eight of fall semester	Academic unit chair sends recommendation to candidate and dean
December 15 or the end of week sixteen of the fall semester whichever comes first	dean forwards negative recommendation to candidate and Senior Vice President and Provost
Friday of week two of spring semester	dean forwards positive recommendation to the candidate and Senior Vice President and Provost
Friday of week nine of spring semester	Senior Vice President and Provost forwards negative recommendation to candidate and dean
first Wednesday in April, usually	Senior Vice President and Provost forwards recommendation to the president, the Board of Trustees, dean, and candidate
fourth Wednesday in April, usually	Board of Trustees votes on recommendation

C. For tenure and/or promotion:

Date(s)	Action required
by March 15	in colleges without departments who have created a subcommittee of the tenured bargaining unit faculty, selection of reappointment committee
by April 1	academic unit chair in colleges with departments or dean in colleges without departments holds an organizational meeting to elect chair of the tenure committee
by April 1	in colleges with departments and in colleges without departments who have created a subcommittee of the tenured bargaining unit faculty, election of the college-wide review committee
by April 15	academic unit chair in colleges with departments or dean in colleges without departments, sends letter of notification to candidate
final instructional day of spring semester	candidate sends letter of intent to academic unit chair or dean in colleges without departments
second Friday of fall semester	candidate sends file to committee

Friday of week six of fall semester	committee sends recommendation to candidate and academic unit chair in colleges with departments, or to the dean and the chair of the college-wide review committee in colleges without departments who have chosen option 2
Friday of week eight of fall semester	in colleges with departments, academic unit chair sends recommendation to dean and the chair of the college-wide review committee
Friday of week twelve of fall semester	college-wide review committee sends recommendation to the dean
by December 15 or the end of week sixteen of fall semester whichever comes first	dean forwards negative recommendation to the Senior Vice President and Provost with copies to the candidate, the University-wide review committee, the college-wide review committee, the academic unit chair, and the departmental committee
Friday of week one of spring semester	dean forwards all other recommendations to the candidate and the Senior Vice President and Provost with copies to the University-wide review committee, the college-wide review committee, the academic unit chair and the departmental committee
Friday of week five of the spring semester	University-wide committee forwards recommendation to candidate, Senior Vice President and Provost, dean, college-wide committee, academic unit chair and departmental committee
Friday of week nine of spring semester	Senior Vice President and Provost forwards negative response to candidate and dean
first Wednesday in April, usually	Senior Vice President and Provost sends recommendation to the president, the Board of Trustees, dean, and candidate
fourth Wednesday in April, usually	Board of Trustees votes on recommendation

- D. In the event that the date for completion of a step cannot be met, a request for extension and supporting rationale shall be forwarded to the appropriate committee chair, academic unit chair in academic units with departments, dean, or Senior Vice President and Provost prior to said

deadline. The request and rationale shall be included in the candidate's file.

1. The committee chair, academic unit chair in academic units with departments, dean, or Senior Vice President and Provost shall accept or reject the request for extension. Rationale for the decision shall be included in the candidate's file.
2. Extension of the deadline at any level does not automatically extend future deadlines.

Section 8. Procedures for Reappointment During the First Year in Colleges with Departments.

- A. The candidate shall be evaluated under the academic unit criteria in effect at the time of the candidate's official appointment date to the tenure track position. If the criteria have been revised since the date of the initial appointment, the candidate shall have the option to choose the original or amended criteria under which he/she shall be reviewed. Once a choice is made, the candidate may not reverse his or her decision. However, the candidate may choose each time criteria are revised and are approved by the Senior Vice President and Provost. It is the responsibility of the candidate to inform the committee in the letter of intent of the criteria set the candidate has elected to be used.
- B. Composition of the reappointment committee in academic units with departments.
  1. The reappointment committee shall be composed exclusively of all eligible tenured members of the academic unit who have completed at least one year of service at the University of Akron and who are members of the bargaining unit.
  2. If there are fewer than three eligible bargaining unit faculty in the academic unit to form the committee, the college faculty who are members of the bargaining unit shall formulate rules to add committee members from outside the academic unit. These rules shall be included in the procedures of the college or school.
  3. A chairperson shall be elected at the organizational meeting and shall serve for one year.
  4. Committee members shall be responsible for the maintenance of minutes and the documentation of the committee proceedings

5. Persons within the college who are required to provide separate recommendation for a specific candidate (e.g. academic unit chairs, directors of schools, deans or their designees) cannot be a member of that candidate's committee, but may, at the committee's request, attend for informational purposes.

C. Duties and responsibilities of the reappointment committee.

1. The reappointment committee shall review the qualifications of any bargaining unit faculty member of the academic unit who has applied for reappointment and shall make recommendations to the academic unit chair regarding the granting or denial of reappointment.
2. The recommendation shall include documentation of the committee's procedures, a report of the vote, and an explanation of the application of the criteria as established in this Article and the academic unit.
3. The recommendation letter shall be reviewed and approved by the committee.

D. Duties and responsibilities of the academic unit chair.

1. The academic unit chair shall evaluate the candidate's RTP file and the departmental committee's recommendation to formulate his/her recommendation.
2. The academic unit chair has the responsibility to determine that the departmental reappointment committee followed correct procedures and accurately, consistently, and fairly applied the approved departmental criteria.
3. The academic unit chair's report shall include an assessment of his/her determination that these procedures and criterion have been addressed.
4. Written copies of the academic unit chair's recommendation shall be provided to the candidate and the committee.

E. Duties and responsibilities of the dean.

1. The dean shall evaluate all previous recommendations and materials from the candidate's RTP file to formulate his/her own recommendation.

2. If the dean's recommendation differs from that of the committee or academic unit chair, the dean shall discuss his/her recommendation with the committee or academic unit chair.
  3. If procedural error is identified at any level, the dean shall act to correct the error.
- F. Appeals Committee. The appeals process is found in Section 15 of this Article.
- G. Process for reappointment of bargaining unit faculty.
1. The academic unit chair shall call an organizational meeting to elect a reappointment committee chair no later than April 1 in the spring semester preceding action.
  2. The academic unit chair shall notify all candidates eligible for reappointment no later than Friday of the first week after the date of the initial appointment beginning either fall or spring semester.
    - a. If the candidate is hired so that the initial appointment begins in the spring semester, the entire first reappointment evaluation shall be completed no later than the first Wednesday in April. The process as described shall be followed without regard to stated timelines.
    - b. If the candidate is hired during the fall semester, the first reappointment evaluation shall take place immediately.
  3. Eligible candidates shall submit to the academic unit chair a letter of intent to apply for reappointment no later than Friday of the third week after the date of initial appointment. The candidate may withdraw his/her application at any time prior to the committee's recommendation by submitting a letter to the academic unit chair.
  4. Each candidate eligible for reappointment shall submit his/her RTP file to the reappointment committee chair no later than Friday of the third week after the date of initial appointment.
    - a. The committee chair shall notify the candidate, all committee members, the academic unit chair, the school director, and the dean of the location and availability of the candidate's file.
    - b. The committee chair shall notify the candidate, all committee members, the academic unit chair, the school director, and



the dean of any additions to the RTP file. The table of contents shall be amended to reflect any additions.

- c. With the exception of letters of recommendation which are a result of the deliberative process, only the candidate can make additions and/or deletions to the file. Deletions shall be limited to materials submitted by the candidate. The candidate shall amend the table of contents to reflect any additions and/or deletions.
5. The reappointment committee chair shall convene all meetings, other than the organizational meeting required by the academic unit guidelines, and preside at these meetings.
6. The reappointment committee chair shall invite the candidate to meet with the committee before the recommendation is made.
7. The reappointment committee chair shall inform the candidate in writing of the committee's recommendation and supporting reasons no later than Friday of week six of the relevant semester. The letter, if positive, shall include a statement of how the candidate can enhance performance towards meeting the goal of tenure and promotion.
8. The reappointment committee chair shall transmit copies of the committee's recommendations and the candidate's RTP file to the academic unit chair no later than Friday of week five of the relevant semester.
9. The academic unit chair shall transmit his/her recommendation and the departmental committee recommendation, and the candidate's RTP file to the dean no later than Friday of week seven of the relevant semester. A copy of the recommendation shall be sent to the candidate and the reappointment committee chair.
10. The Dean shall transmit the recommendation to the Senior Vice President and Provost no later than Friday of week nine of the relevant semester with a copy to the candidate, the academic unit chair, and the reappointment committee chair.
11. The Senior Vice President and Provost shall transmit his/her recommendation, either positive or negative, to the candidate no later than April 1 with a copy to the dean.
12. The Senior Vice President and Provost shall transmit his/her recommendation to the President. If the President approves, the

recommendation is forwarded to the Board of Trustees for consideration at the April board meeting.

Section 9. Procedures for Reappointment of Bargaining Unit Faculty During the First Year in Colleges without Departments.

- A. The candidate shall be evaluated under the academic unit criteria in effect at the time of the candidate's official appointment date to the tenure track position. If the criteria have been revised since the date of the initial appointment, the candidate shall have the option to choose the original or amended criteria under which he/she shall be reviewed. Once a choice is made, the candidate may not reverse his or her decision. However, the candidate may choose each time criteria are revised and are approved by the office of the Senior Vice President and Provost. It is the responsibility of the candidate to inform the committee in the letter of intent of the criteria set the candidate has elected to be used.
  
- B. Composition of the reappointment committee in academic units without departments.
  - 1. Academic units without departments have two options for composing the reappointment committee.
    - a. Option 1: The reappointment committee shall be composed exclusively of all the tenured members of the academic unit who have completed at least one year of service at the University of Akron and who are members of the bargaining unit.
      - (i) In this case, appeals are referred to the university appeals committee.
  
    - b. Option 2: The reappointment committee shall be composed of no fewer than five tenured bargaining unit faculty who have completed at least one year of service at the University of Akron.
      - (i) The tenured bargaining unit faculty of the academic unit shall select the committee members according to academic unit guidelines.
  
      - (ii) Membership shall not be by administrative appointment.
  
      - (iii) Selection shall be made by March 15 of the spring semester preceding action.

(iv) The college faculty who are members of the bargaining unit shall formulate rules to add committee members from outside the academic unit to either committee if there are fewer than five eligible bargaining unit faculty in the academic unit to form the committee. These rules shall be included in the procedures of the college or school.

2. A chairperson shall be elected at the organizational meeting and shall serve for one year.
3. Committee members shall be responsible for the maintenance of minutes and the documentation of committee proceedings.
4. Persons within the college who are required to provide separate recommendation for a specific candidate (e.g. academic unit chairs, directors of schools, deans or their designees) cannot be a member of that candidate's committee but may, at the committee's request, attend for informational purposes.

C. Duties and responsibilities of the reappointment committee.

1. The reappointment committee shall review the qualifications of any bargaining unit faculty member of the academic unit who has applied for reappointment and shall make recommendations to the dean regarding the granting or denial of reappointment.
2. The recommendation shall include documentation of the committee's procedures, a report of the vote, and an explanation of the application of the criteria as established in this Article and the academic unit.
3. The recommendation letter shall be reviewed and approved by the committee.

D. Duties and responsibilities of the dean.

1. The dean shall evaluate all previous recommendations and materials from the candidate's file to formulate his/her own recommendation.
2. If the dean's recommendation differs from that of the committee or academic unit chair, the dean shall discuss his/her recommendation with the committee.

3. If procedural error is identified at any level, the dean shall act to correct the error.
- E. Appeals Committee. The appeals process is found in Section 15 of this Article.
- F. Process for reappointment of bargaining unit faculty.
1. The dean shall call an organizational meeting to elect a reappointment committee chair no later than April 1 in the spring semester preceding action.
  2. The dean shall notify all candidates eligible for reappointment no later the Friday of the first week after the date of the initial appointment beginning either fall or spring semester.
    - a. If the candidate is hired so that the initial appointment begins in the spring semester, the entire first reappointment evaluation shall be completed no later than the first Wednesday in April. The process as described shall be followed without regard to stated timelines.
    - b. If the candidate is hired during the fall semester, the first reappointment evaluation shall take place during that fall semester.
  3. Eligible candidates shall submit to the dean a letter of intent to apply for reappointment no later than Friday of the third week after the date of initial appointment. The candidate may withdraw his/her application at any time prior to the committee's recommendation by submitting a letter to the dean.
  4. Each candidate eligible for reappointment shall submit his/her file to the reappointment committee chair no later than Friday of the third week after the date of initial appointment.
    - a. The committee chair shall notify the candidate, all committee members, the academic unit chair, the school director, and the dean of the location and availability of the candidate's file.
    - b. The committee chair shall notify the candidate, all committee members, the academic unit chair, the school director, and the dean of any additions to the file. The table of contents shall be amended to reflect any additions.

- c. With the exception of letters of recommendation which are a result of the deliberative process, only the candidate can make additions and/or deletions to the file. Deletions shall be limited to materials submitted by the candidate. The candidate shall amend the table of contents to reflect any additions and/or deletions.
5. The committee chair shall convene all meetings, other than the organizational meeting required by the academic unit guidelines, and preside at these meetings.
6. The committee chair shall invite the candidate to meet with the committee before the recommendation is made.
7. The committee chair shall inform the candidate in writing of the committee's recommendation and supporting reasons no later than Friday of week six of the relevant semester. The letter, if positive, shall include a statement of how the candidate can enhance performance towards meeting the goal of tenure and promotion.
8. The committee chair shall transmit copies of the committee's recommendations with supporting materials to the dean no later than Friday of week six of the relevant semester.
9. If the dean issues a positive recommendation, he/she shall transmit the recommendation to the Senior Vice President and Provost no later than Friday of week two of the following spring semester with a copy to the candidate.
10. If the dean issues a negative recommendation, he/she shall transmit the recommendation to the Senior Vice President and Provost no later than December 15 or the end of week sixteen of the fall semester, whichever comes first, with a copy to the candidate.
11. If the Senior Vice President and Provost issues a negative recommendation, he/she shall transmit the recommendation no later than Friday of week nine of the following spring semester with a copy to the dean.
12. The Senior Vice President and Provost shall transmit his/her recommendation to the President. If the President approves, the recommendation is forwarded to the Board of Trustees for consideration at the April board meeting.

Section 10. Procedures for Reappointment of Bargaining Unit Faculty After the First Year in Colleges with Departments.

- A. The candidate shall be evaluated under the academic unit criteria in effect at the time of the candidate's official appointment date to the tenure track position. If the criteria have been revised since the date of the initial appointment, the candidate shall have the option to choose the original or amended criteria under which he/she shall be reviewed. Once a choice is made, the candidate may not reverse his or her decision. However, the candidate may choose each time criteria are revised and are approved by the office of the Senior Vice President and Provost. It is the responsibility of the candidate to inform the committee in the letter of intent of the criteria set the candidate has elected to be used.
  
- B. Composition of the reappointment committee in academic units with departments.
  - 1. The reappointment committee shall be composed exclusively of all the tenured members of the academic unit who have completed at least one year of service at the University of Akron.
  - 2. The college faculty who are members of the bargaining unit shall formulate rules as part of the college and/or academic unit guidelines to add committee members from outside the academic unit to the reappointment committee if there are fewer than three eligible bargaining unit faculty in the academic unit to form the committee. These rules shall be included in the procedures of the college or school.
  - 3. A chairperson shall be elected at the organizational meeting and shall serve for one year.
  - 4. Committee members shall be responsible for the maintenance of minutes and the documentation of the committee proceedings.
  - 5. Persons within the college who are required to provide separate recommendation for a specific candidate (e.g. academic unit chairs, directors of schools, deans or their designees) cannot be a member of that candidate's committee but may, at the committee's request, attend for informational purposes.
  
- C. Duties and responsibilities of the reappointment committee.
  - 1. The reappointment committee shall review the qualifications of any bargaining unit faculty member of the academic unit who has applied for reappointment and shall make recommendations to the

academic unit chair regarding the granting or denial of reappointment.

2. The recommendation shall include documentation of the committee's procedures, a report of the vote, and an explanation of the application of the criteria as established in this Article and the academic unit.
3. The recommendation letter shall be reviewed and approved by the committee.

D. Duties and responsibilities of the academic unit chair in academic units with departments.

1. The academic unit chair shall evaluate the candidate's file and the departmental committee's recommendation to formulate his/her recommendation.
2. The academic unit chair has the responsibility to determine that the departmental reappointment committee followed correct procedures and accurately, consistently, and fairly applied the approved departmental criteria.
3. The academic unit chair's report shall include an assessment of his/her determination that these procedures and criteria have been addressed.
4. Written copies of the academic unit chair's recommendation shall be provided to the candidate and the committee.

E. Duties and responsibilities of the dean.

1. The dean shall evaluate all previous recommendations and materials from the candidate's file to formulate his/her own recommendation.
2. If the dean's recommendation differs from that of the committee, the dean shall discuss his/her recommendation with the committee or academic unit chair.
3. If procedural error is identified at any level, the dean shall act to correct the error.

F. Appeals Committee. The appeals process is found in Section 15 of this Article.

- G. Process for reappointment of bargaining unit faculty.
1. The academic unit chair shall call an organizational meeting to elect a reappointment committee chair no later than April 1 in the spring semester preceding action to be taken on eligible candidates.
  2. The academic unit chair shall notify all candidates eligible for reappointment no later than April 15 of the spring semester preceding action.
  3. Eligible candidates shall submit a letter of intent to apply for reappointment to the academic unit chair no later than the final instructional day of spring semester preceding action. The candidate may withdraw his/her application at any time prior to the committee's recommendation by submitting a letter to the chair or school director.
  4. Each candidate eligible for reappointment shall submit his/her file to the reappointment committee chair no later than Friday of the second week of fall semester.
    - a. The committee chair shall notify the candidate, all committee members, the academic unit chair, the school director, and the dean of the location and availability of the candidate's file.
    - b. The committee chair shall notify the candidate, all committee members, the academic unit chair, the school director, and the dean of any additions to the file. The table of contents shall be amended to reflect any additions.
    - c. With the exception of letters of recommendation which are a result of the deliberative process, only the candidate can make additions and/or deletions to the file. Deletions shall be limited to materials submitted by the candidate. The candidate shall amend the table of contents to reflect any additions and/or deletions.
  5. The committee chair shall convene all meetings, other than the organizational meeting, required by the academic unit guidelines and preside at these meetings.
  6. The committee chair shall invite the candidate to meet with the committee before a recommendation is made.



7. The committee chair shall inform the candidate in writing of the committee's recommendation and the supporting reasons no later than Friday of week six of the fall semester. The letter, if positive, shall include a statement of how the candidate can enhance performance towards meeting the goal of tenure and promotion.
8. The committee chair shall transmit copies of the committee's recommendations with supporting materials to the academic unit chair no later than Friday of week six of the fall semester.
9. The academic unit chair shall transmit his/her recommendation and the departmental committee recommendation to the dean no later than Friday of week eight of the fall semester with a copy to the candidate.
10. If the dean issues a positive recommendation, he/she shall transmit the recommendation to the Senior Vice President and Provost no later than Friday of week two of the following spring semester with a copy to the candidate.
11. If the dean issues a negative recommendation, he/she shall transmit the recommendation to the Senior Vice President and Provost no later than December 15 or the end of week sixteen of the fall semester, whichever comes first, with a copy to the candidate.
12. If the Senior Vice President and Provost issues a negative recommendation, he/she shall transmit the recommendation no later than Friday of week nine of the following spring semester with a copy to the dean.
13. The Senior Vice President and Provost shall transmit his/her recommendation to President. If the President approves, the recommendation is forwarded to the Board of Trustees for consideration at the April meeting of the board.

Section 11. Procedures for Reappointment of Bargaining Unit Faculty After the First Year in Colleges without Departments.

- A. The candidate shall be evaluated under the academic unit criteria in effect at the time of the candidate's initial appointment date to the tenure track position. If the criteria has been revised since the date of the initial appointment, the candidate shall have the option to choose the original or amended criteria under which he/she shall be reviewed. Once a choice is

made, the candidate may not reverse his or her decision. However, the candidate may choose each time criteria are revised and are approved by the office of the Senior Vice President and Provost. It is the responsibility of the candidate to inform the committee in the letter of intent of the criteria set the candidate has elected to be used.

B. Composition of the reappointment committee.

1. Academic units without departments have two options for composing the reappointment committee.
  - a. Option 1: The reappointment committee shall be composed exclusively of all the tenured members of the academic unit who have completed at least one year of service at the University of Akron and who are members of the bargaining unit.
    - (i) In this case, appeals are referred to the University appeals committee.
  - b. Option 2: The reappointment committee shall be composed of no fewer than five tenured bargaining unit faculty who have completed at least one year of service at the University of Akron.
    - (i) The tenured bargaining unit faculty of the academic unit shall select the committee members according to academic unit guidelines.
    - (ii) Membership shall not be by administrative appointment.
    - (iii) Selections shall be made by March 15 of the spring semester preceding action.
    - (iv) The college faculty who are members of the bargaining unit shall formulate rules to add committee members from outside the academic unit to either committee if there are fewer than five eligible bargaining unit faculty in the academic unit to form the committee. These rules shall be included in the procedures of the college or school.
2. A chairperson shall be elected at the organizational meeting and shall serve for one year.

3. Committee members shall be responsible for the maintenance of minutes and the documentation of committee proceedings.
  4. Persons within the college who are required to provide separate recommendation for a specific candidate (e.g. academic unit chairs, directors of schools, deans or their designees) cannot be a member of that candidate's committee but may, at the committee's request, attend for informational purposes.
- C. Duties and responsibilities of the reappointment committee.
1. The reappointment committee shall review the qualifications of any bargaining unit faculty member of the academic unit who has applied for reappointment and shall make recommendations to the dean regarding the granting or denial of reappointment.
  2. The recommendation shall include documentation of the committee's procedures, a report of the vote, and an explanation of the application of the criteria as established in this Article and the academic unit.
  3. The recommendation letter shall be reviewed and approved by the committee.
- D. Duties and responsibilities of the dean.
1. The dean shall evaluate all previous recommendations and materials from the candidate's RTP file to formulate his/her own recommendation.
  2. If the dean's recommendation differs from that of the committee, the dean shall discuss his/her recommendation with the committee.
  3. If procedural error is identified at any level, the dean shall act to correct the error.
- E. Process for reappointment of bargaining unit faculty.
1. The dean shall call an organizational meeting to elect a reappointment committee chair no later than April 1 in the spring semester preceding action.
  2. The dean shall notify all candidates of their eligibility for reappointment no later than April 15 in the spring semester preceding action.

3. Eligible candidates shall submit to the dean a letter of intent to apply for reappointment no later than the final instructional day of spring semester preceding action. The candidate may withdraw his/her application at any time prior to the committee's recommendation by submitting a letter to the dean.
4. Each candidate eligible for reappointment shall submit his/her file to the reappointment committee chair no later than Friday of the second week of fall semester.
  - a. The committee chair shall notify the candidate, all committee members, the academic unit chair, the school director, and the dean of the location and availability of the candidate's file.
  - b. The committee chair shall notify the candidate, all committee members, the academic unit chair, the school director, and the dean of any additions to the file. The table of contents shall be amended to reflect any additions.
  - c. With the exception of letters of recommendation which are a result of the deliberative process, only the candidate can make additions and/or deletions to the file. Deletions shall be limited to materials submitted by the candidate. The candidate shall amend the table of contents to reflect any additions and/or deletions.
5. The committee chair shall convene all meetings, other than the organizational meeting, required by the academic unit guidelines and preside at these meetings.
6. The committee chair shall invite the candidate to meet with the committee before a recommendation is made.
7. The committee chair shall inform the candidate in writing of the committee's recommendation and the supporting reasons no later than Friday of week six of the fall semester. The letter, if positive, shall include a statement of how the candidate can enhance performance toward meeting the goal of tenure and promotion.
8. The committee chair shall transmit copies of the committee's recommendations with supporting materials to the dean no later than Friday of week six of the fall semester.

9. If the dean issues a positive recommendation, he/she shall transmit the recommendation to the candidate no later than Friday of week two of the following spring semester with a copy to the candidate.
10. If the dean issues a negative recommendation, he/she shall transmit the recommendation to the Senior Vice President and Provost no later than December 15 or the end of week sixteen of the fall semester, whichever comes first, with a copy to the candidate.
11. If the Senior Vice President and Provost issues a negative recommendation, he/she shall transmit the recommendation no later than Friday of week nine of the following spring semester with a copy to the dean.
12. The Senior Vice President and Provost shall transmit his/her recommendation to the President. If the President approves, the recommendation is forwarded to the Board of Trustees for consideration at the April meeting of the board.

Section 12. Procedures for Tenure of Bargaining Unit Faculty in Colleges with Departments.

- A. The candidate shall be evaluated under the academic unit criteria in effect at the time of the candidate's official appointment date to the tenure track position. If the criteria have been revised since the date of the initial appointment, the candidate shall have the option to choose the original or amended criteria under which he/she shall be reviewed. Once a choice is made, the candidate may not reverse his or her decision. However, the candidate may choose each time criteria are revised and are approved by the office of the Senior Vice President and Provost. It is the responsibility of the candidate to inform the committee in the letter of intent of the criteria set the candidate has elected to be used.
  1. Bargaining unit faculty who hold the rank of assistant professor shall be awarded tenure only if they are granted promotion to associate professor at the same time, except in rare and compelling circumstances.
  2. Bargaining unit faculty who hold rank beyond that of assistant professor but without tenure, may seek and be awarded tenure without promotion.
  3. Normally, indefinite tenure may be granted not later than the end of the sixth year of active service in a professorial capacity at the

University of Akron. See Section 4 of this document concerning probationary periods for the granting of tenure.

4. Tenure is granted by the Board of Trustees, but is held within the department of the primary appointment, or within the college of the primary appointment if the college does not have departments.

B. Composition of the tenure committee.

1. The departmental tenure committee shall be composed exclusively of all tenured members of the academic unit who have completed at least one year of service at the University of Akron.
  - a. If there are fewer than three eligible bargaining unit faculty in the academic unit to form the committee, the college faculty who are members of the bargaining unit shall formulate rules to add committee members from outside the academic unit. These rules shall be included in the procedures of the college or school.
2. A chairperson shall be elected at the organizational meeting and shall serve for one year.
3. Committee members shall be responsible for the maintenance of minutes and the documentation of committee proceedings.
4. Persons within the college who are required to provide separate recommendation for a specific candidate (e.g. academic unit chairs, directors of schools, deans or their designees) cannot be a member of that candidate's committee but may, at the committee's request, attend for informational purposes.

C. Duties and responsibilities of the tenure committee.

1. The tenure committee shall review the qualifications of any bargaining unit faculty member of the academic unit who has applied for tenure and shall make recommendations to the academic unit chair, school director regarding the granting or denial of tenure.
2. The recommendation shall include documentation of the committee's procedures, a report of the vote, and an explanation of the application of the criteria as established in this Article and the academic unit.
3. The recommendation letter shall be reviewed and approved by the

committee.

- D. Duties and responsibilities of the academic unit chair in academic units with departments.
1. The academic unit chair shall evaluate the candidate's file and the departmental committee's recommendation to formulate his/her recommendation.
  2. The academic unit chair has the responsibility to determine that the departmental tenure committee followed correct procedures and accurately, consistently, and fairly applied the approved departmental criteria.
  3. The academic unit chair's report shall include an assessment of his/her determination that these procedures and criterion have been addressed.
  4. Written copies of the academic unit chair's recommendation shall be provided to the candidate and the committee.
  5. If procedural error is identified, the chair may act to correct the error.
- E. Duties and responsibilities of the dean.
1. The dean shall evaluate all previous recommendations and materials from the candidate's file to formulate his/her own recommendation.
  2. If the dean's recommendation differs from that of the committee of academic unit chair, the dean shall discuss his/her recommendation with the committee or department head.
  3. If procedural error is identified at any level, the dean may act to correct the error.
- F. Duties and responsibilities of the college-wide tenure committee are found in Section 4 of this Article.
- G. Duties and responsibilities of the University-wide review committee are found in Section 5 of this Article.
- H. Appeals Committee. The appeals process is found in Section 15 of this Article.

- I. Process for tenure of bargaining unit member. This process applies to candidate applying for tenure only, and for candidates applying for tenure and promotion to associate professor. The process for promotion without tenure is found in Section 14 of this Article.
  1. The academic unit chair shall call an organizational meeting to elect a tenure committee chair no later than April 1 in the spring semester preceding action.
  2. The academic unit chair shall notify all candidates of their eligibility for tenure no later than April 15 in the spring semester preceding action.
  3. Eligible candidates shall submit a letter of intent to the academic unit chair to apply for tenure no later than the final instructional day of the spring semester preceding action. The candidate may withdraw his/her application at any time prior to the committee's recommendation by submitting a letter to the chair or school director.
    - a. To maintain a quality standard relative to comparable universities and colleges, review of scholarly publications and/or creative activities, external to the University, is required for tenure and promotion.
      - (i) Each academic unit shall develop instructions for the external reviewer including the materials and bases by which the materials shall be assessed.
      - (ii) A pool of potential reviewers sufficient to guarantee three letters of external review shall be created. The candidate, the tenure committee, the academic unit chair, the school director and/or the dean may provide names of potential reviewers. The candidate shall be apprised of the names submitted to the committee.
        - (1) It is expected that reviewers will ordinarily be from academic institutions and;
          - (aa) Shall be at or above the rank of the candidate;
          - (bb) Shall be from institutions that are comparable in the discipline, for example, be from institutions in or above



the same Carnegie classification as the University of Akron.

- (2) Reviewers with expertise appropriate to address the candidate's meeting of the academic unit criteria may be from other reputable external organizations relevant to the discipline, for example, from industry, business, or government.
- (iii) The committee, with the approval of the dean, shall select the reviewers to be solicited. At least one reviewer shall be from the candidate's list.
- (iv) The committee chair shall solicit the external reviews from the selected reviewers.
- (v) At least three reviews shall be required. The file shall not be considered complete and shall not go forward until three letters of external review have been included. If three reviews have not been received by Wednesday of week eleven of the fall semester, the dean may permit the file to go forward if compelling circumstances, documented by the committee chair, justify the absence of any of the external reviews.
- (vi) The committee shall include copies of the text of all requested and received external reviews in the candidate's file.
  - (1) The identity of the external reviewer and the original of the review shall be deemed by the University and the candidate as confidential to the extent permitted by law.
  - (2) Upon the request of an external reviewer, the candidate may be requested to sign a release and waiver.
  - (3) The reviewer shall be apprised that the review may be subject to disclosure under such circumstances including but not limited to subpoena, validly issued court order, or public records request.

- b. The candidate shall provide all materials relevant to external review as determined by the academic unit guidelines to the chair of the tenure and/or promotion committee by such date as is set in the academic unit guidelines.
  4. Each candidate eligible for tenure shall submit his/her RTP file to the tenure committee chair no later than the second Friday of the fall semester.
    - a. The committee chair shall notify the candidate, all committee members, the academic unit chair, the school director, and the dean of the location and availability of the candidate's file.
    - b. The committee chair shall notify the candidate, all committee members, the academic unit chair, the school director, and the dean of any additions to the file. The table of contents shall be amended to reflect any additions.
    - c. With the exception of letters of recommendation which are a result of the deliberative process, only the candidate can make additions and/or deletions to the file. Deletions shall be limited to materials submitted by the candidate. The candidate shall amend the table of contents to reflect any additions and/or deletions.
  5. The tenure committee chair shall convene all meetings, other than the organizational meeting, required by the academic unit guidelines and preside at the meetings.
  6. The committee chair shall invite the candidate to meet with the committee before the recommendation is made for the purpose of providing information that either the committee or the candidate considers relevant.
  7. The committee chair shall inform the candidate in writing of the committee's recommendation with supporting reasons no later than Friday of week six of the fall semester.
  8. The committee chair shall transmit copies of the committee's recommendation with supporting materials to the academic unit chair no later than Friday of week six in the fall semester.
  9. The academic unit chair shall transmit his/her recommendation and the departmental committee recommendation to the dean and to

the chair of the college-wide review committee no later than Friday of week eight of the fall semester.

10. The chair of the college-wide review committee shall transmit the committee's recommendation to the dean no later than Friday of week twelve of the fall semester.
11. The chair of the University-wide review committee shall transmit the committee's recommendation to the Senior Vice President and Provost not later than Friday of week five of the spring semester, if applicable.
12. If the dean issues a positive recommendation, he/she shall transmit the recommendation to the candidate no later than Friday of week one of the following spring semester.
  - a. Copies of the recommendation shall be transmitted to the candidate, the University-wide review committee, the college-wide review committee, and the academic unit chair.
13. If the dean issues a negative recommendation, he/she shall transmit the recommendation to the Senior Vice President and Provost no later than December 15 or the end of week sixteen of the fall semester, whichever comes first.
  - a. Copies of the recommendation shall be transmitted to the candidate, the University-wide review committee, the college-wide review committee, the academic unit chair, and the chair of the departmental committee.
14. If the Senior Vice President and Provost issues a negative recommendation, he/she shall transmit the recommendation to the candidate no later than Friday of week nine of the spring semester.
  - a. Copies of the recommendation shall be transmitted to the dean, school director, and academic unit chair.
15. Senior Vice President and Provost shall transmit his/her recommendation to the President. If the President approves, the recommendation is forwarded to the Board of Trustees for consideration at the April board meeting.

Section 13. Procedures for Tenure of Bargaining Unit Faculty in Colleges without Departments.

- A. The candidate shall be evaluated under the academic unit criteria in effect at the time of the candidate's official appointment date to the tenure track position. If the criteria have been revised since the date of the initial appointment, the candidate shall have the option to choose the original or amended criteria under which he/she shall be reviewed. Once a choice is made, the candidate may not reverse his or her decision. However, the candidate may choose each time criteria are revised and are approved by the Senior Vice President and Provost. It is the responsibility of the candidate to inform the committee in the letter of intent of the criteria set the candidate has elected to be used.
1. Bargaining unit faculty who hold the rank of assistant professor shall be awarded tenure only if they are granted promotion to associate professor at the same time, except in rare and compelling circumstances.
  2. Bargaining unit faculty who hold rank beyond that of assistant professor but without tenure, may seek and be awarded tenure without promotion.
  3. Normally, indefinite tenure may be granted not later than the end of the sixth year of active service in professorial capacity at the University of Akron. See Section 2 of this Article concerning probationary periods for the granting of tenure.
- B. Composition of the tenure committee.
1. Academic units without departments have two options for composing the tenure committee.
    - a. Option 1: The tenure committee shall be composed exclusively of all the tenured members of the academic unit who have completed at least one year of service at the University of Akron and who are members of the bargaining unit.
      - (i) A committee of the whole tenured bargaining unit shall serve the function of the college-wide review committee. See paragraph (E) of this Section.
      - (ii) In this case, appeals are referred to the University appeals committee.
    - b. Option 2: The tenure committee shall be composed of no fewer than five tenured bargaining unit faculty who have

completed at least one year of service at the University of Akron.

- (i) The tenured bargaining unit of the academic unit shall select the committee members according to academic unit guidelines.
  - (ii) Membership shall not be by administrative appointment.
  - (iii) Selections shall be made by March 15 of the spring semester preceding action.
  - (iv) The college faculty shall formulate rules to add committee members from outside the academic unit to either committee if there are fewer than five eligible bargaining unit faculty in the academic unit to form the committee. These rules shall be included in the procedures of the college or school.
2. A chairperson shall be elected at the organizational meeting and shall serve for one year.
  3. Committee members shall be responsible for the maintenance of minutes and the documentation of committee proceedings.
  4. Persons within the college who are required to provide separate recommendation for a specific candidate (e.g. academic unit chairs, directors of schools, deans or their designees) cannot be a member of that candidate's committee but may, at the committee's request, attend for informational purposes.

C. Duties and responsibilities of the tenure committee.

1. The tenure committee shall review the qualifications of any bargaining unit faculty member of the academic unit who has applied for tenure and shall make recommendations to the dean regarding the granting or denial of reappointment.
2. The recommendation shall include documentation of the committee's procedures, a report of the vote, and an explanation of the application of the criteria as established in this Article and the academic unit.
3. The recommendation letter shall be reviewed and approved by the committee.

- D. Duties and responsibilities of the dean.
1. The dean shall evaluate all previous recommendations and materials from the candidate's file to formulate his/her own recommendation.
  2. If the dean's recommendation differs from that of the committee, the dean shall discuss his/her recommendation with the committee.
  3. If procedural error is identified at any level, the dean may act to correct the error.
- E. Duties and responsibilities of the college-wide tenure committee are found in Section 4 of this Article.
- F. Duties and responsibilities of the University-wide review committee are found in Section 5 of this Article.
- G. Process for tenure of bargaining unit member. This process applies to candidates applying for tenure only, and for candidates applying for tenure and promotion to associate professor. The process for promotion without tenure is found in Section 14 of this Article.
1. The dean shall call an organizational meeting to elect a tenure committee chair no later than April 1 in the spring semester preceding action.
  2. The dean shall notify all candidates of their eligibility for tenure no later than April 15 in the spring semester preceding action.
  3. Eligible candidates shall submit to the dean a letter of intent to apply for tenure no later than the final instructional day of the spring semester preceding action. The candidate may withdraw his/her application at any time prior to the committee's recommendation by submitting a letter to the dean.
    - a. To maintain a quality standard relative to comparable universities and colleges, review of scholarly publications and/or creative activities, external to the University is required for tenure and promotion.
      - (i) Each academic unit shall develop instructions for the external reviewers including the materials and the bases by which the materials shall be assessed.

- (ii) A pool of potential reviewers sufficient to guarantee three letters of external review shall be created. The candidate, the tenure committee, the academic unit chair, the school director and/or the dean may provide names of potential reviewers. The candidate shall be apprised of the names submitted to the committee.
  - (1) It is expected that reviewers will ordinarily be from academic institutions and;
    - (aa) Shall be at or above the rank of the candidate;
    - (bb) Shall be from institutions that are comparable in the discipline, for example, from institutions in or above the same Carnegie classification as the University of Akron.
  - (2) Reviewers with expertise appropriate to address the candidate's meeting of the academic unit criteria, may be from other reputable external organizations relevant to the discipline, for example, from industry, business, or government.
- (iii) The committee, with the approval of the dean, shall select the reviewers to be solicited. At least one reviewer shall be from the candidate's list.
- (iv) The committee chair shall solicit the external reviews from the selected reviewers.
- (v) At least three reviews shall be required. The file shall not be considered complete and shall not go forward until three letters of external review have been included. If three reviews have not been received by Wednesday of week eleven of the fall semester, the dean may permit the file to go forward if compelling circumstances, documented by the committee chair, justify the absence of any of the external reviews.
- (vi) The committee shall include copies of the text of all requested and received external reviews in the candidate's file.

- (1) The identity of the external reviewer and the original of the review shall be deemed by the University and the candidate as confidential to the extent permitted by law.
  - (2) Upon the request of an external reviewer, the candidate may be requested to sign a release and waiver.
  - (3) The reviewer shall be apprised that the review may be subject to disclosure under such circumstances including but not limited to subpoena, validly issued court order, or public records request.
- b. The candidate shall provide all materials relevant to review as determined by the academic unit guidelines to the chair of the tenure committee by such date as is set in the academic unit guidelines.
4. Each candidate eligible for tenure shall submit his/her file to the tenure committee chair no later than the second Friday of the fall semester.
  - a. The committee chair shall notify the candidate, all committee members, and the dean of the location and availability of the candidate's file.
  - b. The committee chair shall notify the candidate, all committee members, and the dean of any additions to the file. The table of contents shall be amended to reflect any additions.
  - c. With the exception of letters of recommendation which are a result of the deliberative process, only the candidate can make additions and/or deletions to the file. Deletions shall be limited to materials submitted by the candidate. The candidate shall amend the table of contents to reflect any additions and/or deletions.
5. The tenure committee chair shall convene all meetings, other than the organizational meeting, required by the academic unit guidelines and preside at the meetings.
6. The committee chair shall invite the candidate to meet with the committee before the recommendation is made for the purpose of providing information that either the committee or the candidate



considers relevant.

7. The committee chair shall inform the candidate in writing of the committee's recommendation and the supporting reasons no later than Friday of week six of the fall semester.
8. The committee chair shall transmit copies of the committee's recommendation with supporting materials to the dean no later than Friday of week six in the fall semester.
9. The committee chair shall transmit the committee recommendation to the chair of the college-wide review committee no later than Friday of week eight of the fall semester.
10. The chair of the college-wide review committee shall transmit the committee's recommendation to the dean no later than Friday of week twelve of the fall semester.
11. The chair of the University-wide review committee shall transmit the committee's recommendation to the Senior Vice President and Provost no later than Friday of week five of the spring semester, if applicable.
12. If the dean issues a positive recommendation, he/she shall transmit the recommendation to the Senior Vice President and Provost no later than Friday of week one of the following spring semester.
  - a. Copies of the recommendation shall be transmitted to the candidate and to the chair of the departmental committee.
13. If the dean issues a negative recommendation, he/she shall transmit the recommendation to the Senior Vice President and Provost no later than December 15 or the end of week sixteen of the fall semester, whichever comes first.
  - a. Copies of the recommendation shall be transmitted to the candidate, the chair of the University-wide review committee, the chair of the college-wide review committee, the academic unit chair, and the chair of the departmental committee.
14. If the Senior Vice President and Provost issues a negative recommendation, he/she shall transmit the recommendation to the candidate no later than Friday of week nine of the spring semester.

- a. Copies of the recommendation shall be transmitted to the dean, the school director and the academic unit chair.
15. The Senior Vice President and Provost shall transmit his/her recommendation to the President. If the President approves, the recommendation is forwarded to the Board of Trustees for consideration at the April board meeting.

Section 14. Procedures for Promotion of Bargaining Unit Faculty Who Are Not Applying for Tenure.

- A. The candidate shall be evaluated under the academic unit criteria in effect either at the time of the candidate's last official promotion or the academic unit criteria in effect five years prior to the candidate's application, whichever is the most recent.
  1. Process for promotion to the rank of associate professor. The appeals process is found in Section 15 of this Article.
    - a. Bargaining unit faculty who hold the rank of assistant professor shall be awarded tenure only if they are granted promotion to associate professor at the same time, except in rare and compelling circumstances. For the combined tenure and promotion to associate professor procedures in colleges with departments, see Section 12 of this Article; for the combined tenure and promotion to associate professor procedures in colleges without departments, Section 13 of this Article.
    - b. In those rare and compelling circumstances, promotion to the rank of associate professor does not occur during the tenure year, the candidate shall be evaluated under the academic unit criteria in effect either at the time of the candidate's initial appointment date, or at the time of the candidate's tenure, or criteria in effect five years prior to the candidate's application for promotion, whichever is the most recent.
  2. Process for promotion to the rank of professor.
    - a. The candidate shall be evaluated under the academic unit criteria in effect either during the year of the candidate's last promotion or criteria in effect five years prior to the candidate's application, whichever is the most recent.

- b. A minimum of two years must elapse between the granting of the rank of associate professor and the application to the rank of professor except in rare and compelling circumstances.

B. Composition of the promotion committee.

1. The promotion committee shall be composed of all tenured members of the academic unit at or above the academic rank to which the candidate is applying. Any person on such a committee shall have served at least one year at the University of Akron in the candidate's department.
2. Persons within the college who are required to provide a separate recommendation for a specific candidate (e.g. academic unit chairs, directors of schools, deans or their designees) cannot be a member of that candidate's committee but may, at the committee's request, attend for informational purposes.
3. If there are fewer than three eligible bargaining unit faculty in the academic unit to form the committee, the college faculty who are members of the bargaining unit shall formulate rules to add committee members from outside the academic unit. These rules shall be included in the procedures of the college or school.

C. Duties and responsibilities of the promotion committee.

1. The promotion committee shall review the qualifications of any bargaining unit faculty member of the academic unit who has applied for promotion and shall make recommendations to the academic unit chair, school director, or dean regarding the granting or denial of promotion.
2. The recommendation shall include documentation of the committee's procedures, a report of the vote, and an explanation of the application of the criteria as established in this Article and the academic unit.
3. The recommendation letter shall be reviewed and approved by the committee.

D. Duties and responsibilities of the college-wide promotion committee are found in Section 4 of this Article.

E. Duties and responsibilities of the University-wide review committee are found in Section 5 of this Article.

- F. Process for promotion of bargaining unit faculty. The appeals process is found in Section 15 of this Article.
1. The academic unit chair, school director, or dean shall call an organizational meeting to elect a promotion committee chair no later than April 1 in the spring semester preceding action.
  2. Eligible candidates shall submit a letter of intent to the academic unit chair, school director, or dean to apply for promotion no later than the final instructional day of the spring semester preceding action. The candidate may withdraw his/her application at any time prior to the committee's recommendation by submitting a letter to the chair.
    - a. To maintain a quality standard relative to comparable universities and colleges, review of scholarly publications and/or creative activities, external to the University, is required for promotion.
      - (i) Each academic unit shall develop instructions for the external reviewer including the materials and bases by which the materials shall be assessed.
      - (ii) A pool of potential reviewers sufficient to guarantee three letters of external review shall be created. The candidate, the promotion committee, the academic unit chair, the school director, and/or the dean may provide names of potential reviewers. The candidate shall be apprised of the names submitted to the committee.
        - (1) It is expected that reviewers will ordinarily be from academic institutions and;
          - (aa) Shall be at or above the rank of the candidate;
          - (bb) Shall be from institutions that are comparable in the discipline, for example, from institutions in or above the same Carnegie classification as the University of Akron.
        - (2) Reviewers with expertise appropriate to address the candidate's meeting of the

academic unit criteria, may be from other reputable external organizations relevant to the discipline, for example, from industry, business, or government.

- (iii) The committee, with the approval of the dean, shall select the reviewers to be solicited. At least one reviewer shall be from the candidate's list.
  - (iv) The committee chair shall solicit the external reviews from the selected reviewers.
  - (v) At least three reviews shall be required. The file shall not be considered complete and shall not go forward until three letters of external review have been included. If three reviews have not been received by Wednesday of week eleven of the fall semester, the dean may permit the file to go forward if compelling circumstances, documented by the committee chair, justify the absence of any of the external reviews.
  - (vi) The committee shall include copies of the text of all requested and received external reviews in the candidate's file.
    - (1) The identity of the external reviewer and the original of the review shall be deemed by the University and the candidate as confidential to the extent permitted by law.
    - (2) Upon the request of an external reviewer, the candidate may be requested to sign a release and waiver.
    - (3) The reviewer shall be apprised that the review may be subject to disclosure under such circumstances including but not limited to subpoena, validly issued court order, or public records request.
- b. The candidate shall provide all materials relevant to external review as determined by the academic unit guidelines to the chair of the promotion committee by such date as is set in the academic unit guidelines.

3. Each candidate eligible for promotion shall submit his/her file to the promotion committee chair no later than the second Friday of the fall semester.
  - a. The committee chair shall notify the candidate, all committee members, the academic unit chair, the school director, and/or the dean of the location and availability of the candidate's file.
  - b. The committee chair shall notify the candidate, all committee members, the academic unit chair, the school director, and/or the dean of any additions to the file. The table of contents shall be amended to reflect any additions.
  - c. With the exception of letters of recommendation which are a result of the deliberative process, only the candidate can make additions and/or deletions to the file. Deletions shall be limited to materials submitted by the candidate. The candidate shall amend the table of contents to reflect any additions and/or deletions.
4. The promotion committee chair shall convene all meetings, other than the organizational meeting, required by the academic unit guidelines and preside at the meetings.
5. The committee chair shall invite the candidate to meet with the committee before the recommendation is made for the purpose of providing information that either the committee or the candidate considers relevant.
6. The committee chair shall inform the candidate in writing of the committee's recommendation with supporting reasons no later than Friday of week six of the fall semester.
7. The committee chair shall transmit copies of the committee's recommendation with supporting materials to the academic unit chair, school director, or dean no later than Friday of week six in the fall semester.
8. In colleges with departments, the academic unit chair shall transmit his/her recommendation and the departmental committee recommendation to the dean and to the chair of the college-wide review committee no later than Friday of week eight of the fall semester.

9. The chair of the college-wide review committee shall transmit the committee's recommendation to the dean no later than Friday of week twelve of the fall semester.
10. The chair of the University-wide review committee shall transmit the committee's recommendation to the Senior Vice President and Provost no later than Friday of week five of the spring semester, if applicable.
11. If the dean issues a positive recommendation, he/she shall transmit the recommendation to the candidate no later than Friday of week one of the following spring semester.
  - a. Copies of the recommendation shall be transmitted to the candidate and to the academic unit chair.
12. If the dean issues a negative recommendation, he/she shall transmit the recommendation to the Senior Vice President and Provost no later than December 15 or the end of week sixteen of the fall semester, whichever comes first.
  - a. Copies of the recommendation shall be transmitted to the candidate, the chair of the University-wide committee, the chair of the college-wide committee, the academic unit chair, and the chair of the department committee.
13. If the Senior Vice President and Provost issues a negative recommendation, he/she shall transmit the recommendation to the candidate no later than Friday of week nine of the spring semester.
  - a. Copies of the recommendation shall be transmitted to the dean, school director, and academic unit chair.
14. The Senior Vice President and Provost shall transmit his/her recommendation to the President. If the President approves, the recommendation is forwarded to the Board of Trustees for consideration at the April board meeting.

Section 15. Process for Appeals.

- A. After the dean has made his/her recommendation, the candidate may appeal any level of recommendation up to and including the recommendation of the Dean to the college appeals committee, if that candidate's college has an appeals committee. If no college appeals committee exists, the candidate may appeal directly to the University Appeals Committee.

In all cases, and after the Provost has made his/her recommendation, the candidate may appeal an adverse decision from the departmental committee, the department chair or school director, the college-wide review committee, the dean, the university wide review committee, or the Senior Vice President and Provost to the University Appeals Committee.

During any appeal process, the candidate may appeal only once to the University Appeals Committee. For example, should the candidate appeal the decision of the dean to the University Appeals Committee, he/she cannot then appeal the decision of the Senior Vice President and Provost.

1. Composition of the College Appeals Committee: The composition of the college appeals committee shall consist of tenured bargaining unit faculty at the rank of Professor or above, shall be determined by each college, and shall be included in the college guidelines.
  - a. No member of the departmental reappointment committee shall serve on the college appeals committee.
  - b. The role of the appeals committee is limited to determining if there was a procedural error or inadequate consideration in the reappointment process.
  - c. The appeals committee shall not evaluate the merits of the candidate's application in order to determine if the candidate has met all approved reappointment criteria.
2. Composition of the University Appeals Committee: This committee shall be composed of one member from the tenured bargaining unit faculty at the rank of Professor or above of each degree-granting college except the School of Law, elected by its full-time bargaining unit faculty and one full-time bargaining unit faculty member at the rank of Professor or above from the university libraries, elected by its full-time bargaining unit faculty.
  - a. The role of the appeals committee is limited to determining if there was a procedural error or inadequate consideration in the reappointment process.
  - b. The appeals committee shall not evaluate the merits of the candidate's application in order to determine if the candidate has met all approved reappointment criteria.
  - c. In the case of an appeal of reappointment or tenure the



candidate will be reappointed for the following year on a terminal contract. The Board of Trustees will not be asked to consider the candidate's status until after the final disposition of the appeal.

- B. The following procedures for the College Appeals Committee shall be followed.
1. The candidate shall file an appeal with the college appeals committee no later than Friday of week three of the spring semester. The written and signed appeal shall be sent to the chair of the college appeals committee with a copy to the dean.
  2. The candidate's appeal shall provide a statement of specific procedural error or a claim of inadequate consideration.
  3. The appeals committee shall consider all procedural errors or claims of inadequate consideration and determine if, in their totality, they constitute substantive prejudice to the candidate.
  4. Within seven calendar days after receiving the appeal, or by Friday of the first week of the spring semester, whichever comes later, the chair of the college appeals committee shall hold a meeting.
    - a. All committee members shall read the candidate's written and signed appeal before attending the meeting.
    - b. The appellant shall be notified of the meeting and shall be invited to attend to answer whatever questions might arise concerning the appeal.
    - c. After reviewing the appeal, and in closed session, the committee shall vote to accept or reject the appeal. A simple majority vote of the full committee shall be required to accept the appeal and to submit it to further investigation.
  5. If the appeal is rejected, the committee shall notify the candidate and the dean of the rationale for the decision.
  6. If the appeal is accepted, the committee shall notify the candidate, dean, and Senior Vice President and Provost.
  7. Within fifteen calendar days, the committee shall complete its investigations and report their findings and recommendations to the candidate, the dean, and the Senior Vice President and Provost.

- C. The following procedures for the University Appeals Committee shall be followed.
1. The candidate shall file an appeal with the university appeals committee no later than Friday prior to the April meeting of the Board of Trustees. The written and signed appeal shall be sent to the chair of the University Appeals Committee with a copy to the dean and the Senior Vice President and Provost.
  2. The candidate's appeal shall provide a statement of specific procedural error or a claim of inadequate consideration.
  3. The appeals committee shall consider all procedural errors or claims of inadequate consideration and determine if, in their totality, they constitute substantive prejudice to the candidate.
  4. Within seven calendar days after receiving the appeal, the chair of the university appeals committee shall hold a meeting.
    - a. All committee members shall read the candidate's written and signed appeal before attending the meeting.
    - b. The appellant shall be notified of the meeting and shall be invited to attend to answer whatever questions might arise concerning the appeal.
    - c. After reviewing the appeal, and in closed session, the committee shall vote to accept or reject the appeal. A simple majority vote of the full committee shall be required to accept the appeal and to submit it to further investigation.
  5. If the appeal is rejected, the committee shall notify the candidate, the dean, and the Senior Vice President and Provost of the rationale for the decision.
  6. If the appeal is accepted, the committee shall notify the candidate, dean, and Senior Vice President and Provost.
  7. Within fifteen calendar days, the committee shall complete its investigations and report their findings and recommendations to the candidate, the dean, and the Senior Vice President and Provost.
- D. The President of the University is the candidate's last point of institutional appeal and shall inform all parties of his/her decision within thirty days from receipt of any appeal.

- E. If an appellant believes that an adverse decision ultimately rendered on appeal by the President was caused in substantial part by a procedural error or omission either in the original decision-making process or in the appeals process and such alleged procedural error or omission was timely raised as set forth in (B)(1) of this Section, such appellant may, with the concurrence of the Akron-AAUP, appeal the matter to arbitration. This shall be done by filing a grievance, which shall be initiated at the Step 2 level and thereafter proceed to arbitration pursuant to the procedures established in Article 12 (Grievance).
- F. In any such arbitration, the arbitrator shall consider all procedural errors or claims of inadequate consideration and determine if, in their totality, they constitute substantive prejudice to the candidate.

The arbitrator shall remand the promotion or tenure decision being grieved to the point of initial error with directions as to which of the existing procedures in the Agreement or in applicable college or departmental bylaws are to be followed.

The arbitrator does not have the authority to award promotion or tenure to a bargaining unit member.

At each level where a tenure or promotion case is remanded and/or subsequently reviewed, individual and committees will duly consider all advice and recommendations of the Arbitrator on an expedited basis.

- G. In the case of a violation of the procedures, it is not intended that appointment, reappointment, promotion or tenure be awarded by default.

## **ARTICLE 14** **DISCIPLINARY ACTION**

Section 1. The University Administration and Akron-AAUP agree that discipline for just cause, up to and including termination of a bargaining unit member, may be necessary from time to time.

Section 2. When the University Administration has reason to believe an incident(s) has occurred which might constitute grounds for discipline, it shall conduct an investigation.

Section 3. If after investigation the Senior Vice-President and Provost of the University believes disciplinary action is warranted, discipline may be imposed on a bargaining unit faculty member for just cause. Engaging in conduct that constitutes just cause for discipline may lead to any one or more of the following types of disciplinary action: oral reprimand, written reprimand, suspension with pay, suspension without pay,

or termination of employment. In determining the level of disciplinary action to impose in any given situation, the University shall take into account the severity of the offense, prior disciplinary action, the bargaining unit member's improvement since the last disciplinary action was taken, and the bargaining unit member's overall employment record.

Section 4. Prior to imposing disciplinary action, the department chair, dean, or the Senior Vice-President and Provost will meet with the bargaining unit faculty member to discuss the charge(s) against the bargaining unit member, and provide the bargaining unit faculty member with an opportunity to present his or her case. The following procedures will be followed:

- A. The bargaining unit faculty member shall be given the opportunity to be accompanied by an Akron-AAUP representative.
- B. At least ten (10) days prior to the meeting, the University Administration shall notify both the bargaining unit faculty member and the Akron-AAUP in writing of the specific charge(s) and the specific basis(es) of those charges to be discussed at the meeting. Where the contemplated discipline may be suspension or be more severe, the University Administration shall provide the bargaining unit faculty member and the Akron-AAUP with copies of the documents which the University can release legally upon which the charges are based. However, all identities will be redacted.
- C. If the matter is not disposed of by mutual agreement at the meeting, the bargaining unit faculty member and the Akron-AAUP shall be sent a written statement of the charges and the discipline imposed, as well as copies of the documents which the University can release legally upon which the charges and discipline are imposed, to the extent not previously provided, within ten (10) days of the meeting. Such statement will be signed by the administrator imposing discipline and initialed by the Senior Vice-President and Provost.
- D. If discipline is imposed the University will disclose those identities which can be released legally.

Section 5. A bargaining unit faculty member who disagrees with the disciplinary action that has been imposed may seek recourse through the Grievance and Arbitration Procedure.

**ARTICLE 15**  
**RETRENCHMENT**

Section 1. Determining the Necessity for Retrenchment.

- A. Retrenchment may be necessary when a judgment, made by action of the Board of Trustees, based upon evidence made available to the Akron-AAUP according to the schedules set forth in this Article, indicates one of the four circumstances listed in Section 1(A)(1) through 1(A)(4) exists at the University of Akron.
  - 1. Financial exigency, defined as financial problems so severe that they threaten the University's ability to maintain its operations at an acceptable level of quality; or
  - 2. Significant reduction in enrollment of a college, department, or program continuing over five or more academic semesters (not including summer) and which is expected to persist or
  - 3. Discontinuation of a college, department or program.
  - 4. Action by the Ohio Board of Regents or Ohio General Assembly which requires the University to implement a retrenchment.

Section 2. Bargaining Unit Reductions through Attrition First.

- A. Normal attrition is the preferred approach to alleviating financial exigency or responding to enrollment patterns.
- B. If the Board of Trustees determines, according to the criteria listed in Section 1 of this Article, that retrenchment is necessary and, further, that in implementing this retrenchment a reduction in bargaining unit faculty is necessary, the Board shall attempt to achieve the desired result through attrition, including voluntary early retirement.
- C. If, after completing this procedure, the Board of Trustees makes the judgment that retrenchment requires reductions in bargaining unit faculty beyond those conducted through attrition, the following procedures establish the process for implementing any retrenchment.

Section 3. Information.

In this Article, "day" means Monday through Friday during fall and spring semesters.

- A. The University shall provide to the Akron-AAUP evidence of the need for retrenchment, based on the criteria listed in Section 1 of this Article, of efforts to implement this retrenchment as outlined in Sections 2(A) and 2(B) of this Article, evidence that these efforts remain insufficient, and

evidence that clearly documents the necessity for a recommendation to release bargaining unit faculty.

- B. At the same time, the Provost shall notify the Dean/Director of the affected unit(s) or program(s) that retrenchment may be required. Accompanying such notification shall be a written description and rationale for the proposed reductions, a copy of which is to be simultaneously forwarded to the Akron-AAUP.
- C. Upon receipt of the above-described notice of possible retrenchment, the Dean/Director of the affected unit(s) shall obtain the recommendations of the affected unit(s)'s members on how best to carry out the proposed retrenchment. The unit members' recommendations, including any alternative proposals, shall be submitted by the Dean/Director to the Office of the Provost and to the Joint Committee on Retrenchment (see Section 4 of this Article, below) within ten (10) days after receipt of the notification of possible retrenchment, unless otherwise mutually agreed in writing.
- D. The Akron-AAUP shall be provided access and the opportunity to inspect and/or copy any additional information relevant to the anticipated retrenchment within five (5) days after the delivery of a written request to the Provost.

Section 4. Consultation.

- A. Within five (5) days after receipt of the data and information in Section 3(A) a Joint Committee on Retrenchment, with three members appointed by the University President and three members appointed by the Akron-AAUP, shall be formed, members shall be provided the information regarding retrenchment identified in Section 3 of this Article, and this group shall hold its first meeting. The Senior Vice President and Provost, or designee, shall chair the committee in an ex-officio, non-voting capacity.
- B. In the case of an anticipated retrenchment affecting a College, Department, or Program, the Committee on Retrenchment's recommendations shall include, with respect to such College, Department or Program, consideration of:
  - 1. Its historical role and contributions in the University's educational, scholarly and service mission, and those long-range circumstances which may have changed to alter that role and those contributions;
  - 2. The dependence of other programs in the University on the College, Department, or Program;

3. Duplication elsewhere in the University of courses, research or services offered through the Department, College or Program, and possible organizational arrangements which might serve as alternatives to discontinuation;
  4. Arrangements which can be made to allow students enrolled to satisfy degree or certificate requirements;
  5. Stature of its faculty and alumni, and the possible consequences to the academic stature of the University through discontinuation;
  6. The profile of ages, periods of service and tenure status of its bargaining unit faculty and an estimate of their possible usefulness elsewhere within the University;
  7. Possible arrangements for planned phasing out of the College, Department, or Program as an alternative to abrupt discontinuation; and
  8. Any other factors the Committee deems relevant.
- C. Unless otherwise mutually agreed to in writing, within thirty (30) days after the receipt of the data and information in Section 3(A) and 3(C) this Joint Committee on Retrenchment will submit its advisory recommendations to the University President. Such recommendations may include ways to relieve the need for retrenchment by raising additional funds, by reallocating funds, or by cutting or eliminating specified activities.
- D. The University President shall forward these recommendations along with his or her own recommendations to the Board of Trustees as soon thereafter as practicable. Other than as provided in Section 12 of this Article, the University agrees to take no action regarding retrenchment until the University President and the Board of Trustees have reviewed the recommendations from the Joint Committee.

Section 5. After receiving and considering the recommendation(s) in Section 4, the Board of Trustees will make the final determination to implement retrenchment.

Section 6. The Retrenchment Process.

Once the final determination has been made that retrenchment is necessary, the following factors shall determine which bargaining unit faculty within the affected unit(s) will be released:

- A. The affected bargaining unit faculty member shall first be placed in the appropriate one of the following major categories:

1. Probationary faculty status,
  2. Tenured faculty status.
- B. Bargaining unit faculty, when within each of the categories listed in above Section 6(A), will then be placed in the appropriate subcategory listed below within each such major category:
1. Instructor.
  2. Assistant Professor.
  3. Associate Professor.
  4. Professor.
  5. Distinguished Professor.
- C. Bargaining unit faculty will be recommended for release starting with the lowest numbered subcategory within the lowest numbered major category. In making the final determination within each subcategory of a major category as to whether or not an individual bargaining unit faculty member will be released, the following additional factors will be given full consideration:
1. The University's commitment to affirmative action and its policies adopted thereunder,
  2. The quality of the bargaining unit member's service in the areas of teaching, research and publication and University and public service,
  3. The impact on the academic program resulting from the release of the bargaining unit member,
  4. Length of service with the University as a fulltime faculty member.

The Dean/Director of the affected unit(s) after receiving the recommendation of the affected unit's members concerning the factors listed in this Section 6(C) will make final recommendations in accordance with Section 6(A), (B), and (C) to the Office of the Provost concerning the individual bargaining unit faculty to be released. Whenever bargaining unit faculty within a subcategory are considered approximately equivalent in the ratings on the factors set forth in this Subsection (C), then length of service with the University as a fulltime faculty member will be the deciding factor.



- D. The Provost will then make the final decision for the University in accordance with 6(A), (B), and (C) concerning the bargaining unit faculty member to be released and will notify each such bargaining unit faculty member in accordance with the time limitations set forth in the following Section 7. A copy of each such notification shall be sent to the Akron-AAUP.

Section 7. Notice of Release.

- A. The University will provide notice of release to affected members of the bargaining unit in accordance with the following:
1. For a bargaining unit faculty member holding a first or second one-year contract expiring at the end of that academic year, not later than March 15; or if the one-year appointment terminates during an academic year, at least three (3) months in advance of its termination.
  2. For a bargaining unit faculty member holding more than a second one-year contract expiring at the end of that academic year, not later than December 15; or if the one-year appointment terminates during an academic year, at least six (6) months in advance of its termination.
  3. For an untenured bargaining unit faculty member who is under tenure consideration, at least twelve (12) months, spanning at least two (2) academic semesters, not including summers.
  4. For a tenured bargaining unit member, at least eighteen (18) months, spanning at least three (3) academic semesters, not including summers.

Section 8. The University will endeavor to place released bargaining unit faculty, if qualified, in other available teaching positions within the University. No tenured bargaining unit faculty member will be dismissed solely on the basis of discontinuance of a program or department without the University making documented good-faith efforts to relocate the bargaining unit faculty member within the University. In addition to the foregoing, the University will endeavor to find other areas of employment within the University community for tenured bargaining unit faculty that are scheduled for release under this retrenchment Article.

Section 9. During a period of three (3) academic years following release of a bargaining unit faculty member under this Article, such bargaining unit faculty member shall be offered reinstatement to the same or similar position if reauthorized. Released bargaining unit faculty who have been offered reinstatement will have a period of sixty (60) days in which to accept or decline the offer of reinstatement. The Released

bargaining unit faculty member shall be able to complete the term of his or her current employment (up to one year) before beginning the recalled position at the University of Akron. The University's offer to reinstate, if accepted, shall be at the same tenure level, rank and salary, adjusted to incorporate any general, non-performance based salary increases that were granted since the time the bargaining unit faculty member was released. If the bargaining unit faculty member declines the offer of reinstatement, all reemployment rights at the University shall be terminated and the position may be filled in accordance with regular employment policies and practices of the University. If the same or similar position is not reopened within the three (3) academic years referenced above, the bargaining unit member's employment rights at the University shall be terminated.

Section 10. In the event that a part-time teaching position becomes available in the program of a released bargaining unit faculty member and if the bargaining unit faculty member has the appropriate qualifications for the position, the bargaining unit faculty member will receive first consideration for the position. Acceptance or declination of such a part-time teaching position does not affect in any way the rights of a released bargaining unit faculty member to reemployment under Sections 8 or 9 of this Article.

Section 11. A bargaining unit faculty member who accepts reappointment shall be credited with rank and shall be reappointed with tenure if tenured at the time of release. A bargaining unit faculty member released due to financial exigency will receive from the University, to commence at the time of release, a one-year continuance of the University health insurance policy without charge. A terminated bargaining unit faculty member shall be eligible to continue coverage under the University's group rate benefit programs for health insurance benefits at his/her own expense as provided for under COBRA.

Section 12. The procedure for retrenchment set forth in this Article is designed to accommodate both the orderly change in the University and reductions that must accompany more abrupt changes in circumstances. The parties recognize that catastrophic circumstances, such as force majeure, could develop which are beyond the control of the University and would render impossible or unfeasible the implementation of procedures set forth in this Article. Therefore, this Section 12 shall not be used to accomplish retrenchment as set forth in this Article. If such unforeseen, uncontrolled and catastrophic circumstances should occur, then the University agrees that, before taking any action that could be interpreted as bypassing the retrenchment procedures, representatives of the Administration will meet with representatives of the Akron-AAUP to discuss and show evidence of the circumstances described above and that this evidence will at least satisfy the requirements outlined in Section 3(A) of this Article and to discuss the proposed course of action.

## **ARTICLE 16** **COMPENSATION**

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 10<sup>th</sup>, 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 10<sup>th</sup>' 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  $i^{\text{th}}$  discipline's average salaries to the average salaries paid to all faculty in rank at benchmark schools.
- $U_i$  represents the ratio of  $i^{\text{th}}$  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  $i^{\text{th}}$  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.

**ARTICLE 17**  
**BENEFITS**

Section 1. Insurance Benefits.

- A. Through December 31, 2005, the University will continue to provide bargaining unit faculty with insurance benefits consisting of the group medical, pharmacy, dental, vision, life, and long- and short-term disability plans under the benefits structure and with the employee premiums,

contributions, co-pays and deductibles that were in place on January 1, 2005.

- B. From January 1, 2006 through December 31, 2007, the University will provide bargaining unit faculty with insurance benefits consisting of the group medical, pharmacy, dental, vision, life, and long- and short-term disability plans, premiums, contributions, co-pays and deductibles as are provided to all other employees of the University and subject to the same terms and conditions. A description of these insurance benefits is set forth in the summary plan description attached to this Agreement (Attachment #1). The actual plan document is written in much more technical and precise language. If the non-technical language of the attached summary plan description and the technical language of the plan document conflict, the language of the plan document shall govern. From January 1, 2008 through December 31, 2009 the University shall continue substantially equivalent substantive coverage as was effective from January 1, 2006 through December 31, 2007. To the extent either party seeks changes which are substantially equivalent substantively or seeks to change vendors, the parties shall negotiate these changes prior to implementation.
  
- C. Each bargaining unit faculty member employed as a member of the bargaining unit as of January 1, 2006, shall receive an increase of 1.2% to base salary to offset medical costs. Further, effective January 1, 2006, additional dollars will also be added to each bargaining unit faculty member's base salary which is additional compensation designed to further offset medical costs, provide wellness alternatives and/or implement health management initiatives per the following schedule:
  - 1. Employee Coverage only: \$425 irrespective of salary
  - 2. Employee/Spouse or Children: \$900 for less than or equal to \$35,000 OR \$525 for > \$35,000
  - 3. Family Coverage: \$1,125 for less than or equal to \$35,000 OR \$675 for > \$35,000.
  
- D. Effective January 1, 2006 through December 31, 2007, bargaining unit faculty will be responsible through payroll deduction to pay on an aggregate basis with all other employees of the University approximately 15% of the premium/premium equivalent cost of the University group medical and pharmacy benefits coverage which the bargaining unit faculty member and other employees elect based on the structure in this section. In that regard, for each calendar year, 2006 and 2007, the bargaining unit faculty member premium contribution requirement will be structured as follows:

1. HMO (employee only coverage) – 1.2% of the bargaining unit member's salary.
2. PPO (employee only coverage) – 1.5% of the bargaining unit member's salary.
3. HMO (employee plus spouse or employee plus child/children coverage) – the salary contribution selected in D(1) above and an additional \$600 per year.
4. HMO (employee plus family coverage) – the salary contribution selected in D(1) above and an additional \$900 per year.
5. PPO (employee plus spouse or employee plus child/children coverage) - the salary contribution selected in D(2) above and an additional \$750 per year.
6. PPO (employee plus family coverage) - the salary contribution selected in D(2) above and an additional \$1,125 per year.

Bargaining unit faculty electing the Traditional Indemnity Medical Plan (TI) shall pay the difference between the University's cost of the TI plan and the PPO plan plus an amount equal to the member's monthly premium contribution for the PPO plan.

Any future changes in the overall dollar amount of required bargaining unit faculty member contributions, due to corresponding changes in group medical and pharmacy benefit plan premium rates which occur after 12/31/07, will be applied to the bargaining unit faculty member's cost on a proportionate basis to the above structure; that is 15% of any increase will be the responsibility of the bargaining unit employees. Notwithstanding the foregoing, the bargaining unit's aggregate maximum additional increase shall not exceed the across-the-board increase attributable to the bargaining unit as a whole. To the extent that adjustments to bargaining unit faculty's increases must be made to comply with the foregoing limitation, those adjustments shall be made by the Akron-AAUP and timely provided to the University and to the bargaining unit faculty.

- E. No bargaining unit faculty member may opt out of medical and pharmacy insurance coverage without written documentation of having coverage under a medical insurance plan elsewhere.
- F. The parties agree to confer regarding the development of a University-wide benefits committee comprised of representatives from all constituencies of the University. If the parties are unable to reach agreement, the status quo shall continue regarding bargaining benefits.

Section 2. Leaves of Absence.

A. Sick leave.

1. General policy.

- a. The University shall provide paid sick leave to all bargaining unit faculty, as outlined below.
- b. Paid sick leave is defined as the authorized absence from duties for the following reasons:
  - (i) Personal illness, pregnancy, or injury (if the illness or injury is for more than five (5) days, the Department of Benefits Administration may require a physician's certificate).
  - (ii) Exposure to contagious disease which could be communicated to other members of the University family.
  - (iii) Illness or injury in the individual's immediate family (as defined below).
  - (iv) Death (to a maximum of five days) in the individual's immediate family (as defined below).
  - (v) Medical, psychological, dental, or optical examination or treatment of the employee or a member of his or her immediate family (as defined below).

c. Definitions.

- (i) Immediate Family: The employee's immediate family is limited to the employee's current spouse, parents, children, grandparents, siblings, grandchildren, current brother-in-law, current sister-in-law, current daughter-in-law, current son-in-law, current mother-in-law, current father-in-law, step-parents, step-children, step-siblings or a legal guardian or other person who under Ohio law is legally recognized to stand in the place of the parent.



- (ii) Pay Status: Active pay status means the conditions under which an employee is eligible to receive pay, and includes, but is not limited to, vacation leave, sick leave, leave with pay, bereavement leave, court leave, professional development leave and administrative leave. No pay status means the conditions under which an employee is ineligible to receive pay, and includes, but is not limited to, leave without pay, leave of absence, and disability leave.

2. Accrual of sick leave credit.

- a. Sick leave is accrued at the rate of 10 hours per month for all twelve months of the year, or as otherwise provided by law.
- b. Only accrued sick leave hours can be requested for authorized paid absences.
- c. There is no accumulation of sick leave benefits while on leave of absence without compensation.
- d. Sick leave accrual shall accumulate without limit, from the date of hire.

3. Procedure governing utilization of sick leave.

- a. Sick leave must be requested as far in advance when possible. If advance notice is not possible, then it must be requested by the employee or employee's legal representative by notifying the department head as soon as is practicable, presumably on or before the first day of absence, unless extenuating circumstance exist.
- b. The University reserves the right to require a physician's certification or other verification in all instances of paid sick leave, and also reserves the right to obtain a second certification from a physician of the University's choice, and at the University's expense. When such certification or verification is required, it shall be collected by the Department of Benefits Administration for audit and retention.
- c. For twelve-month bargaining unit faculty, a continuous period of sick leave commences with the first day, or part of a day, of an absence and includes all subsequent days, or part of a day, except Saturdays, Sundays, and holidays

observed by the University, until the employee returns to work. However, Saturdays, Sundays, and holidays shall be included in the calculation of a continuous period of sick leave for those employees who may be scheduled to work on those days, provided, however, no more than five (5) sick days shall be counted in any period where an employee is continuously absent Monday through Sunday.

- d. For academic year (9-month) bargaining unit faculty, a continuous period of sick leave commences with the first day of an absence and includes all days classes are in session during the academic year or summer session except Saturdays, Sundays, and holidays observed by the University. However, Saturdays, Sundays, and holidays shall be included in the calculation of a continuous period of sick leave for those employees who may be scheduled to work on those days, provided, however, no more than five (5) sick days shall be counted in any period where an employee is continuously absent Monday through Sunday.
- e. Bargaining unit faculty shall comply with the sick leave reporting system as established by the University's Department of Benefits Administration.
- f. In all cases of leave for illness or injury, the University may require written certification by a physician attesting to an employee's fitness to return to work, and reserves the right to obtain a second certification from a physician of the University's choice and at the University's expense.
- g. Paid sick leave will be charged when used.
- h. When sick leave is used, it will be deducted from the employee's accumulated total, one hour for each hour thereof of absence.

4. Transfer of sick leave.

A bargaining unit faculty member who transfers from one public agency to another, or who is reappointed or reinstated, or who transfers from one state department to another shall, upon reentering and submitting certified evidence of accumulated sick leave, be credited with the unused balance of accumulated sick leave, provided the time between separation and reappointment does not exceed ten years. The words "public agency," as used above, include the state, counties, municipalities, and all boards of

education within the state of Ohio. The amount of sick leave transferred to state service shall not be greater than the maximum accumulation which would have been allowed if all public employment had been in the state service.

5. Payment of sick leave upon retirement.

a. Upon retiring from active service with the University after ten or more years of service with the State or any of its political subdivisions, a bargaining unit faculty member may elect to be paid for one-fourth of the accrued but unused sick leave credit up to a maximum of one-fourth of one hundred twenty days. This payment will be based upon the bargaining unit faculty member's rate of pay at the time of retirement. Upon accepting such payment, all sick leave credit accrued up to that time will be eliminated.

b. At the election of the bargaining unit member, such payment will be made upon retirement in a lump sum or in up to three annual installments. If made in one lump sum, payment is made in one paycheck at the end of the month in which the retirement is effective.

6. Any unexcused absence or failure to give proper notification may result in the absence being charged to leave without pay. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action up to and including dismissal. Subject to the Family and Medical Leave Act (FMLA), monthly or annual absences greater than the number of hours or days accrued may be considered excessive, except in instances due to extended illness or injury.

7. Vacation leave may not be converted to sick leave unless the employee or a member of the employee's immediate family is admitted to or treated in a hospital or is under the treatment of a licensed physician and is not released to work. Written verification is required. Only those hours/days medically certified may be converted to sick leave.

8. Sick leave shall not be paid upon the death of an active employee.

B. Vacation.

1. Academic Year Bargaining Unit Faculty.

Bargaining unit faculty on an academic year (9-month) appointment shall not be eligible for vacation. Such members shall be eligible for

all academic recesses, breaks, and holidays as scheduled during the academic year.

2. 12-month Bargaining Unit Faculty.

Bargaining unit faculty on a full time twelve-month appointment (effective July 1) have 22 working days (176 hours) of vacation as arranged with their dean or administrative supervisor.

Vacation is accrued at the rate of 1.833 days (14.67 hours) for each calendar month of active pay status, excluding leaves without compensation. Vacation days shall include Monday through Friday, exclusive of holidays.

Bargaining unit faculty are expected to use their accrued vacation annually. Any accrued and unused vacation leave credit for prior years, up to a maximum of 44 days (352 hours), may be carried forward to the following year. Any accrued and unused vacation in excess of 44 days (352 hours) shall be forfeited on June 30 of each year.

To minimize interruption of services, all vacation leave must be approved by the appropriate dean or administrative department director. The use of vacation leave may be authorized in advance of accrual upon approval of the appropriate dean or administrative department director, and with final approval of the President or appropriate Vice President. Upon separation from service, the bargaining unit member's final pay check shall be reduced by the amount of used, but not accrued, vacation leave.

If a bargaining unit member's employment basis is changed from 12-month to 9-month, any accrued but unused vacation time shall be paid to the bargaining unit faculty member in a lump sum based on the 12-month rate of compensation on the effective date of the change up to a maximum of 22 days.

Upon separation of service, payment for accrued and unused vacation leave shall be made to the bargaining unit faculty member in a lump sum based on the rate of compensation at separation for any accrued but unused vacation leave up to a maximum of 22 days.

For purposes of calculating the lump-sum payment upon (1) 12 to 9 month employment status change or (2) separation, 22 working days shall be equal to 1/12 of the annual salary of the bargaining unit member.

If a bargaining unit faculty member dies during active pay status, the accrued and unused vacation leave for the current year, plus any accrued and unused vacation leave shall be paid in accordance with section 2113.04 of the Ohio Revised Code up to a maximum of 22 days.

C. Family and Medical Leave.

Under the Family and Medical Leave Act of 1993 ("FMLA"), up to 12 weeks of leave without pay during any 12 month period are provided to eligible bargaining unit faculty for certain family and medical reasons. Bargaining unit faculty are eligible if they have been employed by the University for at least twelve (12) months, this twelve (12) month period need not be consecutive, and for 1,250 hours (.6 fte) over the previous applicable period. FMLA leave without pay will be granted for any of the following reasons:

1. The birth of a child or placement of a child with the bargaining unit faculty member for adoption or foster care;
2. A serious health condition of the bargaining unit faculty member that renders him or her unable to perform his/her job functions; or
3. In order to care for a bargaining unit member's child, spouse, or parent who has a serious health condition.

Paid vacation leave or sick leave may, at the employee's option, be substituted for FMLA leave.

If the bargaining unit faculty member fails to provide at least 30 days advance notice when the leave is clearly foreseeable leave may be delayed until at least thirty (30) days after the date the employee provides notice to the employer. If the bargaining unit faculty member fails to provide a medical certification to support a request for leave because of a serious health condition (including requested second opinions at the University's expense), leave may be delayed until certification is provided. If the employee never produces certification then the leave is not FMLA leave.

Group health benefits will be continued for the duration of an FMLA leave. Upon return, a bargaining unit faculty member will be restored to his or her original or an equivalent position with equivalent pay, benefits and other employment terms.

A "rolling" twelve-month period measured retrospectively from the date a Member uses any FMLA leave shall be used to determine the "twelve-

month period" in which the twelve weeks of FMLA leave entitlement occurs.

Family and Medical Leave may be used on a continuous basis. It may also be used on an intermittent basis, or as a reduced work schedule as provided by law. Application for FMLA is made to the office of Benefits Administration; and approval of the request made by the office of Benefits Administration.

Nothing in this section shall be deemed to create any additional benefits, rights, or entitlements to bargaining unit faculty beyond those provided by the provisions of the FMLA or applicable law of the state of Ohio. For the purpose of implementing this FMLA policy, the definitions and provisions of the FMLA shall be followed when necessary to ensure compliance with the law.

D. Court Leave.

1. Except as otherwise provided by law, employees will be granted leave with pay if:
  - a. Summoned for jury duty by a court of competent jurisdiction,
  - b. Subpoenaed to appear before any court, commission, board or other legally constituted body authorized by the law to compel the attendance of witnesses, where the employee is not a party to the action, or
  - c. Participating in any action, as an appellant or subpoenaed witness, before the state personnel board of review and is in active pay status at the time of scheduled hearing before the board.

When utilizing court leave, a copy of the summons or subpoena must be forwarded to human resources for retention in the employee's personnel file. The "notes" area of the time record should indicate "lwp-court leave".

2. An employee who is appearing before a court or other legally constituted body in a matter in which the employee is a party, such as but not limited to a plaintiff or defendant, may be granted vacation time or leave of absence without pay. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce or custody proceedings, or appearing as directed as a parent or guardian of a juvenile.
3. Proof of appearance will be required.

4. Any compensation or reimbursement for jury duty or for court attendance compelled by subpoena, when such duty is performed during an employee's normal working hours, and for which the employee was paid by the University, shall be remitted by the University employee to the payroll office.

E. Disability Leave.

A disability leave is defined as an unpaid leave granted or required by the University for medical reasons after the bargaining unit faculty member has exhausted all accrued sick leave. The bargaining unit faculty member must exhaust all paid leave before going on unpaid disability leave. A bargaining unit faculty member whose absence due to illness or injury exceeds all paid leave may be granted disability leave for up to six (6) months and may be extended by increments of up to six (6) months for a total of one (1) year. During the period of disability leave, the University will not pay salary or wages nor contribute toward retirement benefits nor provide for the accumulation of sick leave or vacation leave, but will provide all other employment benefits that the employee elects during an enrollment period, or subsequent qualifying event, subject to the applicable employee's timely contributions in providing the same.

A bargaining unit faculty member shall receive and otherwise participate in all employment benefits except retirement while on unpaid disability leave. Upon return from disability leave, the bargaining unit faculty member will be reinstated to his or her position or a comparable position (with the same tenure status and rank) with equivalent pay and benefits, including any increases of salary not related to merit and comprehensive changes in benefits.

F. Military Leave.

The University will comply with all current state and federal laws regarding bargaining unit faculty who either enlist or are drafted into the uniformed or armed forces of the United States. Certain of those provisions, include 38 U.S.C. Chapter 43, O.R.C. §§ 5903.01-5903.02, 5923.05 and O.A.C. 123:1-34-01-05, and provide in part as follows.

1. A bargaining unit faculty member who performs reserve duty is entitled to leave of absence from the member's positions without loss of pay for the time the member is performing service in the uniformed services, for periods of up to one month, and thereafter if called to active duty will be paid each month an amount that equals the difference between the member's gross monthly wage or salary as a University employee and the sum of the member's gross uniformed pay and allowances received for that service.

2. A bargaining unit faculty member who is called to active duty or active duty training in the uniformed or armed services shall have the right to continue all or part of existing health and dental insurance benefits (including dependent coverage) on the same terms as if the bargaining unit faculty member were working fulltime in the bargaining unit. In addition, such activation shall be considered a "qualifying event" for purposes of being able to modify benefits coverage.

G. Adoptive and Foster Parent Leave.

Upon the adoption of a child or arrival of a foster child, a bargaining unit faculty member who is on active pay status is entitled to twenty (20) working days of paid leave which will not be taken from sick days, but counted as part of FMLA leave.

H. Maternity Leave.

Upon delivery, a pregnant bargaining unit faculty member who is on active pay status is granted twenty (20) working days of paid Maternity Leave not taken from sick days. In addition to the paid maternity leave, such bargaining unit faculty member who is physically unable to perform her duties may elect to request either:

1. Paid sick leave on the same terms that sick leave is available for any other illness, injury, or disability, or
2. 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.

Use of Maternity Leave shall count as part of the twelve (12) week FMLA leave.

I. Paternity Leave.

A bargaining unit faculty member who is on active pay status upon a pregnant spouse's delivery is granted, within 180 days of the delivery, twenty (20) working days of paid Paternity Leave which will not be taken from sick days, but counted as part of FMLA leave.

J. Special or Emergency Leave.

The University may grant special or emergency leaves for purposes, time periods, and under circumstances other than those described in other provisions of this Agreement. Such leaves may be requested by a



bargaining unit faculty member and granted if supported by the department or unit head, dean or Library Administrator, and Provost and approved by the Board of Trustees. The terms and conditions of such leaves shall be mutually approved by the bargaining unit faculty member and the Administration.

Section 3. Child Day Care.

Bargaining unit faculty covered by this agreement may be provided Full-Day Pre-School, Toddler Full-Day and/or Hourly/Flextime Pre-School services at The University of Akron's Center for Child Development as long as the University maintains the program, and at tuition rates equal to the University's cost for the same. This benefit can be provided only as space is available and on a first come basis.

Bargaining unit faculty utilizing the Center's services shall be responsible for all other fees as incurred.

Section 4. Retirement Plans.

- A. State Teachers Retirement System of Ohio (STRS). All bargaining unit faculty covered by this Agreement shall have the option based on their date of hire and eligibility as determined by STRS to participate in one of the State Teachers Retirement System (STRS) plans – currently a defined benefit plan, a defined contribution plan or a combination plan. Employee and employer rates of contribution to the plan are set by the STRS Board.
- B. Alternative Retirement Plan (ARP). The University of Akron shall continue to offer the Alternative Retirement Plan (ARP) implemented March 1, 1999, to bargaining unit faculty who are eligible under state law to participate in such a plan. The terms of this defined contribution plan are currently spelled out in a plan document approved by the Ohio Attorney General.
- C. Tax-Sheltered Annuities- Section 403 (b). Bargaining unit faculty covered by this Agreement shall have the option to purchase through payroll deduction supplemental retirement benefits through a Tax-Sheltered Annuity (TSA) program as authorized by Section 403 (b) of the Internal Revenue Code.
- D. Ohio Public Employees Deferred Compensation Plan (OPEDCP) - 457 Plan. Bargaining unit faculty covered by this Agreement shall have the option to participate through payroll deduction in the Ohio Public Employees Deferred Compensation Plan or other 457 plans offered by annuity providers.

Section 5. Tuition & Fee Reduction.

A. Fee reductions for bargaining unit faculty include:

1. Credit courses.

Any University bargaining unit faculty member shall be permitted to take two credit courses or six credit hours, whichever is greater, each semester, free of all charges, excluding late fees and including instructional and general fees, graduate level, laboratory, or other fees associated with these courses. Unused portions of these reductions are not cumulative.

Any bargaining unit faculty member shall be permitted to take a total of four credit courses during the summer semester. The credit courses may be taken in any of the summer sessions comprising the summer semester. However, the aggregate of courses will not exceed four credit courses which will be free of all charges, excluding late fees and including instructional and general fees, graduate level, laboratory, or other fees associated with these courses. Unused portions of these reductions are not cumulative.

2. Non-credit courses.

Any bargaining unit faculty member shall be permitted to take two non-credit courses per semester (i.e., combined summer, fall, spring), which shall not affect his or her eligibility for credit fee reduction enrollment.

Some courses are not available for students using non-credit course fee reduction (AutoCAD, "Microsoft NT," polymer science courses, etc.). A list of such courses will be maintained by the division of workforce development and continuing education.

All individuals using fee reduction for non-credit courses will be placed on a waiting list in the division of workforce development and continuing education (with a University of Akron designation assigned) on a first-come, first serve basis, until class meets minimum paying enrollment. These individuals will pay such costs as materials, supplies, lab fees, etc.

3. General provisions.

a. No reductions of residence hall room and board fees shall be granted to any person except members of the resident advisory staff.

- b. The requirements of residence in Ohio for one year before the first day of any term or semester to be exempt from nonresident tuition charges shall be waived for employees who are entitled to the fee reduction.
  - c. Eligibility for fee reductions for employees or relatives is determined by employment status on the first day of the course.
  - d. An individual may receive fee reductions under only one eligibility category (e.g., bargaining unit member, spouse or dependent) during any one academic period.
  - e. Eligibility for other authorized fee credits is determined independently from the individual's status as a University of Akron employee or dependent. Thus, other authorized fee credits from other entities may be received in the same semester as the university's fee reduction.
  - f. Bargaining unit employees with nine-month appointments are eligible for fee reductions during the summer if reappointed for the following academic year.
4. Fee reductions for the instructional fees, or an amount equivalent to the graduate level credit fees for Ohio residents, or an amount equivalent to the School of Law credit hour fees for Ohio residents shall be deducted from total fee charges for the following groups (general fees, course fees, and other special fees not being affected):
- a. Spouses and dependents (as "dependents" are defined by current rules and dependency tests of the Internal Revenue Service) of bargaining unit faculty.
  - b. Spouses of all bargaining unit faculty while one or both are in the service of the University of Akron. Spouses of bargaining unit faculty who are also employees may elect to receive fee reductions as an employee or a spouse.
  - c. Spouses and "dependents" of deceased bargaining unit faculty who were serving the University of Akron at the time of death.
  - d. Spouses and "dependents" of all retired full-time University faculty.

- e. For purposes of fee reductions, "spouses" refer to individuals who have contracted the legal status of a marital relationship through religious or civil solemnized marriages and complied with all the statutory requirements pursuant to applicable law; and shall not include common law marriages which may be otherwise recognized under Ohio law or other relationships between persons not legally capable of making a marriage contract under Ohio law.
- f. Fee reductions may be taxable income to the bargaining unit member.

B. Educational assistance program (Internal Revenue Code section 127).

It is the intent of the University to seek to provide this educational assistance program, the benefit of which shall be to seek to exclude all assistance provided hereunder from an employee's income to the extent allowable under Internal Revenue Code section 127. This fee reduction educational assistance program shall extend to bargaining unit employees taking courses at the University of Akron. Eligibility accrues from employment as of the first day of the semester.

1. Credit courses.

Any bargaining unit faculty member shall be permitted to take two credit courses or six credit hours, whichever is greater, each semester, free of all charges, excluding late fees and including instructional and general fees, graduate level, laboratory, or other fees associated with these courses. Unused portions of these reductions are not cumulative.

Any bargaining unit faculty member shall be permitted to take a total of four credit courses during the summer semester. The credit courses may be taken in any of the summer sessions comprising the summer semester. However, the aggregate of courses will not exceed four credit courses which will be free of all charges, excluding late fees and including instructional and general fees, graduate level, laboratory, or other fees associated with these courses. Unused portions of these reductions are not cumulative.

2. Non-credit courses.

Any bargaining unit faculty member shall be permitted to take two non-credit courses per semester (i.e., combined summer, fall,

spring), which shall not affect his or her eligibility for credit fee reduction enrollment.

Some courses are not available for students using non-credit course fee reduction (AutoCAD, "Microsoft NT," polymer science courses, etc.). A list of such courses will be maintained by the division of workforce development and continuing education.

All individuals using fee reduction for non-credit courses will be placed on a waiting list in the division of workforce development and continuing education (with a university of Akron designation assigned) on a first-come, first serve basis, until class meets minimum paying enrollment. These individuals will pay such costs as materials, supplies, lab fees, etc.

3. General provisions.

- a. No reductions of residence hall room and board fees shall be granted to any person except members of the resident advisory staff.
- b. The requirements of residence in Ohio for one year before the first day of any term of semester to be exempt from nonresident tuition charges shall be waived for employees who are entitled to the fee reduction.
- c. Eligibility for fee reductions for employees or relatives is determined by employment status on the first day of the course.
- d. An individual may receive fee reductions under only one eligibility category (e.g., bargaining unit member, spouse or dependent) during any one academic period.
- e. Eligibility for other authorized fee credits is determined independently from the individual's status as a university of Akron employee or dependent. Thus, other authorized fee credits from other entities may be received in the same semester as the university's fee reduction.
- f. Bargaining unit employees with nine-month appointments are eligible for fee reductions during the summer if reappointed for the following academic year.

Section 6. Other Benefits.

During the term of this Agreement, all bargaining unit faculty covered by this Agreement shall receive:

- A. University faculty identification card.
- B. Extended circulation period and other instructional support services in the University libraries.
- C. Half price admission to all University athletic events and special rates for cultural events.
- D. Use of the Student Recreation and Wellness Center pursuant to the following rate structure:

<u>Individual membership</u>	<u>Couple membership</u>
\$110 per semester	\$210 per semester
\$100 per summer	\$190 per summer
\$225 per year	\$390 per year

- E. University discounts on merchandise purchased through The University bookstore, provided said discounts are made available by the provider.
- F. University discounts on merchandise purchased through Computer Solutions, provided said discounts are made available by the provider.
- G. For bargaining unit faculty with an academic year appointment, the option to elect to be paid on a nine (9) or twelve (12) month basis, but group insurance contributions will be made on a nine (9) month basis.
- H. Free notary public service.

## **ARTICLE 18** **PROFESSIONAL DEVELOPMENT**

Section 1. The University of Akron is committed to the development of an academic community recognized for its achievement in contributing, transmitting and using knowledge and ideas. An essential means for the faculty periodically to enhance competence and widen professional activity is a faculty improvement program. The major purpose of this program is to promote the professional growth and new or renewed intellectual achievement of faculty. In that regard, any bargaining unit faculty member with at least seven academic years of teaching service at the University of Akron may be granted professional leave for a period of not more than one academic year to engage in further education, research, or any other activity approved by the Board. Additionally:

- A. If the faculty member shows that the project is better served by dividing the leave over two academic years, the split leave may be permitted at the discretion of the President and the Board provided that such an understanding is reached before the leave is approved.
- B. A faculty improvement leave shall not be granted for the sole purpose of becoming self-employed or obtaining employment elsewhere. However, faculty improvement leave may be granted to acquire an advanced degree so long as pursuing the same is in the mutual interest of the University and the bargaining unit member.
- C. A faculty member who has completed a professional leave must complete another seven years of service at the University before becoming eligible for another grant of professional leave.
- D. Professional leave taken as part of the faculty improvement program shall not be deemed to be in lieu of ongoing commitments in connection with a specific research, scholarly or creative program.

Section 2. Compensation and other benefits paid to full-time faculty who are on professional leave will be handled as follows:

- A. The University shall pay the faculty member for or during a period of professional leave a salary not to exceed the amount that would have been paid to said faculty member for the performance of regular duties during the period of the leave. A faculty member shall receive not less than full pay for one semester of professional leave. If the professional leave is for two semesters, the faculty member will receive one half compensation for the two semesters. The salary paid for such leave may not be suitable for inclusion in a final average salary for retirement purposes, as determined by STRS.
- B. No faculty member shall, by virtue of being on professional leave, suffer a reduction or termination of regular employee retirement or insurance benefits or of any other benefit or privilege received as a faculty member at the University of Akron. Whenever such a benefit would be reduced because of a reduction in the faculty member's salary during the professional leave, the faculty member shall be given a chance to have the benefit increased to its normal level.
- C. A person granted leave under the faculty improvement program will be considered as providing full-time service to the University during that period, and the University shall not pay any additional stipend or other compensation during such period of leave. Leaves may include funding by third parties. Outside employment shall be governed by Article 24

Activities Outside of the University. However, no outside employment, not otherwise previously approved, whether for compensation or otherwise, shall be performed without the prior written approval of the dean and the Senior Vice President and Provost. The salary received from the University will be subject to retirement deduction and other appropriate tax deductions.

- D. No professional leave shall be granted that requires a compensating addition to the permanent faculty of the University. An account will be established under the direction of the Senior Vice President and Provost of the University to receive monies from any person, foundation, corporation, political subdivision, or the federal government to support the faculty improvement program of the University of Akron. The funds, if any, in this account shall be used to support the salaries of part-time, temporary, or visiting faculty hired on a temporary basis to assume the duties of the faculty member on leave; to provide for unusual expenses of the faculty member on leave when such expenses are more than the faculty member's regular salary could be expected to cover; and to provide for other expenses involved in the operation of the faculty improvement program. Requests for the expenditures of any funds from this account shall be directed to the Provost who shall not unreasonably deny such requests.

Section 3. Full-time faculty who wish to be considered for professional leave shall follow the following procedures:

- A. Application for professional leave, including the specific plan referenced below, shall be submitted to the department chair, or equivalent, as appropriate, before November 1 of the academic year, unless there is a compelling reason to modify that deadline, preceding the professional leave.
  - 1. The dean of the college shall review and make recommendation—positive or negative - on the proposal.
  - 2. The recommendation shall be communicated in writing to the bargaining unit faculty member prior to being forwarded to the Provost. If the proposal is not approved, specific reasons for disapproval shall be given in writing to the applicant by the dean.
  - 3. The Provost will submit all positive recommendations to the President for review and transmission to the Board. If the Provost or the President does not approve the applicant's proposal, specific reasons for the disapproval shall be given in writing to the applicant.



- B. The leave is to be supported by a specific plan that shall evidence that the leave will increase individual effectiveness or produce academically or socially useful results. A leave may entail specialized scholarly activity or be designed to provide broad cultural experience and enlarged perspective.

Section 4. With respect to accountability to the University for approving professional leave, faculty members are expected to return to the University of Akron for at least one academic year after completion of their professional leave, unless the faculty member dies or becomes disabled. At the completion of the professional leave, the faculty member shall submit to the Provost of the University a report detailing the accomplishments of the faculty member under this professional improvement program and the faculty member's compliance with the terms of the faculty improvement leave program. Upon receipt of the report by the Provost, the faculty member shall be entitled to participate in any salary increase for which the faculty member may be eligible during the term of any improvement leave on the same basis as any faculty member who did not participate in a faculty improvement leave.

Section 5. The University shall continue its commitment to support research, teaching and instructional improvement/enhancement activities.

## **ARTICLE 19** **INTELLECTUAL PROPERTY**

Section 1. University research, copyright, and patent policy.

- A. University research policy. It is the policy of The University of Akron, ("University"), with reference to all creative endeavors of its bargaining unit faculty, conducted on University time or with its facilities, to recognize the interests of the University, the bargaining unit member, sponsor, and other cooperating or participating agencies. However, the University reserves the right to recognize and administer such interests and equities of the participating parties consistent with the public interest as determined by its Board of Trustees ("Board") from time to time provided, however, that provisions herein with respect to individual bargaining unit member's rights shall not be altered.

- 1. Copyrights. In accordance with the custom established in institutions of higher learning, copyright ownership of textbooks and manuscripts and royalties resulting therefrom belong to the author(s) thereof except when the textbook or manuscript is prepared as an assigned project; in which case it is the property of the University and shall be assigned to the University by its author(s). Bargaining unit faculty shall use the following notice when displaying University-owned copyrighted material: "Copyright

© (year), The University of Akron, Ohio. All rights reserved.”

2. Publications. The University encourages the publication of scholarly works including the results obtained through research and scientific investigation approved, sponsored or conducted as a University project, as well as graduate and undergraduate theses. The University may require that such publications be withheld for a limited period of time to permit the preparation and filing of patent applications or such other activities as may be necessary to protect intellectual property contained in such results, and to otherwise meet applicable government and sponsor contractual obligations.
3. General conditions and restrictions. The following general conditions and restrictions will be observed for the best interests of all parties concerned:
  - a. Research will be the type of work that will enhance the reputation of the University as a seat of higher learning.
  - b. Research will be restricted to the type of work for which the University can provide adequate staff and facilities.
  - c. No extra compensation will be paid any bargaining unit faculty member for participating in sponsored and contract research during the academic year; however, participation in research during the summer months will be paid for at the same salary rate received by a bargaining unit faculty member during the academic year.
  - d. The University will not pay salary or wages for work done by a candidate for academic credit leading to a degree; however, students pursuing degree programs may receive University awards, assistantships, stipends, scholarships or fellowships.
4. Contract research.
  - a. The director of research services and sponsored programs shall coordinate all contract research.
  - b. Bargaining unit faculty who wish to pursue specific projects shall consult the director and the approach to the sponsor shall be made by the director or by the director's designee.
  - c. All contracts shall be approved by the President of the

University or the Vice President for Research before any work thereunder is begun or any commitments are made.

- d. A bargaining unit faculty member shall have the right to accept or decline participation in any contract research made available.
- e. A plan for graduate assistantships should be put into effect to facilitate contract research whenever such research becomes available.

5. Patent rights and licensing procedure.

- a. The Board seeks to stimulate innovative research and to encourage the development and utilization of the discoveries and inventions of research at the University in a manner consistent with the public interest. The Board believes it should make the results of its research available to industry and the public on a reasonable and effective basis.
- b. In compliance with section 3345.14 of the Ohio Revised Code, the Board retains authority, for setting policy in the matter of rights to intellectual property including discoveries, inventions, patents and copyrights which result from research or investigation conducted in any laboratory or research facility of the University, and no bargaining unit faculty member shall have any rights to or interests in such discoveries or inventions except as set forth herein.
- c. It is the policy of the Board that intellectual property rights belong to the University unless otherwise expressly approved by the Board of Trustees and stipulated in a written agreement to which the Vice President for Research, or President is a signatory. In the instance of research developed with the support of funding from governmental agencies, the regulations of such funding agencies may take precedence to this policy and Article.
- d. The University will prosecute applications only for those patents that appear to be of potential economic benefit to the University. Within one (1) year following the submission of a written disclosure of invention, should the University elect not to pursue commercialization, the University will surrender its claim to ownership, in the absence of contractual commitments to the contrary, and will allow the inventor(s) to undertake prosecution for patent protection at their own

expense. In the absence of any positive action either by the University or the inventor toward commercialization, this Board recognizes a value in such discoveries becoming public domain.

- e. The University is concerned with safeguarding the public interest as well as rewarding the initiative of researchers. In the spirit of public service, the University shall seek aggressively to bring those designs, processes, and products for which it holds patents or rights of ownership into highest public use. Such negotiations, on a "best efforts" basis, may involve granting of exclusive licenses.
- f. In the course of licensing agreements or sale of rights to manufacturers or others, fees and royalties may accrue. From the gross funds received with regard to any intellectual property held solely by the University, the University will be reimbursed its out-of-pocket costs incurred as of the date of receipt of such funds in obtaining, maintaining, enforcing and licensing the intellectual property. Thereafter, forty percent of the net remaining funds will be distributed to the inventors in recognition of and reward for initiative. An additional ten percent of net funds will be placed in an account to support the inventor's ongoing University research, five percent of net funds will be placed in an account to be used for college purposes by the dean(s) of the college(s) in which the inventor(s) has(have) primary appointment, five percent of net funds will be placed in an account to be used for departmental purposes by the chair(s) of the department(s) in which the inventor(s) has(have) primary appointment and the balance of net funds will accrue to the University.
- g. Stipulations of P.L. 96-517 may take precedence over any other terms of agreement negotiated by the University in matters of patenting and technology transfer.
- h. Intellectual property resulting from federally sponsored research is disposed of in accordance with the terms of the applicable agency.
- i. Intellectual property resulting from research sponsored by industry or other non-governmental sources of support, other than the University itself, is disposed of in accordance with contract terms negotiated between the University and the sponsor, and approved by both parties. In such negotiations the University may agree to a non-exclusive royalty bearing

license; a license of limited exclusivity which is royalty bearing; an exclusive, royalty bearing license for the life of the patent, a one-time payment for the entire technology; or any other mutually acceptable consideration. Acceptable contract terms will depend upon such factors as the initial amount of research support, financial expenditures for further development, costs of patent acquisition, duration of exclusivity, period likely needed for market development, or other pertinent factors.

- j. The amount of royalty shall be based upon arms length negotiation within percentage ranges common to the particular technology and the applicable industry. The potential market, potential profit, and the amount of investment needed for development, as well as other factors should be considered in establishing a royalty. The royalty should be based upon an easily audited item, such as "net sales."
  
- k. The University has an equity interest in any invention or discovery of its bargaining unit faculty resulting from research that involves a non-*de minimus* use of funds, space, or facilities administered by the University. The University seeks to stimulate innovative research and to encourage the development and utilization of the discoveries and inventions of its research in a manner consistent with the public interest. The University believes it should make inventions resulting from its research available to industry or the public on a reasonable and effective basis. In this regard, the University actively seeks licensing of its patented technology on the best available terms, subject to the following conditions:
  - (i) The University should not be expected to expend additional funds to improve the viability of the patent.
  - (ii) The stipulations of P.L. 96-517 relative to terms of exclusivity, etc., become effective if any federal funds have supported research leading to the invention.
  - (iii) The potential licensee should provide sufficient credentials of financial and marketing capability for University review.
  - (iv) Any agreement should include, as applicable, a royalty fee schedule, term and termination,



## Research.

### 7. Waiver of rights in intellectual property.

Upon written recommendation of the applicable chair/institute director and dean, and written approval of the Vice President for Research and the President, University Center managers are authorized to execute experimental/technical service agreements, and the Associate Vice President for Research and Director and Associate Director of the Office of Research Services and Sponsored Programs are authorized to execute materials and information testing agreements, that waive University rights in intellectual property and related patents and copyrights under the following guidelines:

- a. It is reasonably demonstrated that:
  - (i) Well established and accepted technical procedures, e.g. "ASTM" methodology, are expected to be used in conducting client's project, or all work is expected to be directed by client company personnel with the only intellectual input expected of center personnel or University students to be at a level that would not support a patent; and
  - (ii) There has not been, nor is there expected to be any development of new materials, processing methods, or reduction to practice of ideas and methodology resulting from significant intellectual input by University personnel in connection with the project.
- b. The principal bargaining unit faculty member has the respective dean verify and certify in writing that there has not been and is to be no input from anyone (e.g., University faculty) other than center personnel or University students, as the case may be, and the client. If there is, in fact, such input, then any such waiver shall be ineffective as to intellectual property rights attributable to said input, and all intellectual property rights will be retained by the University.
- c. Execution of such agreements shall be on forms drafted or approved by the Office of General Counsel for that purpose, which forms cannot be modified whatsoever without the prior written approval of the vice president for research and the Office of General Counsel.

8. Guidelines for use of University research and service centers for economic development.
  - a. University research and service centers may expend funds and utilize lands, facilities, equipment, and the services of employees and students to benefit the people of the state of Ohio by creating or preserving jobs and employment opportunities or improving the economic development and welfare of the people of the state when all of the following factors are present:
    - (i) There is reasonable assurance that the proposed use and/or activity would not interfere with or compromise the University's academic and research mission.
    - (ii) There is reasonable assurance that the proposed use and/or activity would not unfairly interfere with, displace or compete with any existing private or public entity's performance of the same or similar activity.
    - (iii) There is reasonable assurance that the proposed activity would result in revenues to the University which shall at least be sufficient to recoup any direct expenses to the University. Depending upon the extent of use and/or activity, as determined by the Controller of the University, the revenues established for any use and/or activity may include a factor to recover all or a portion of the University's actual or potential indirect costs, including but not limited to any unrelated business income tax liability.
    - (iv) There is reasonable assurance that the activity to be undertaken will allow public or private entities or enterprises the opportunity to compete more effectively in the marketplace and/or fulfill needs that are being inadequately met by the private market.
    - (v) There is a reasonable assurance that the proposed use and/or activity is incidental to a viable academic program. All such use and/or activity shall contain substantial and appropriate academic content consistent with the University's academic and research mission.
    - (vi) All contracts regarding the proposed activity must receive prior written approval as to legal form and



sufficiency by the Office of General Counsel. All such contracts shall contain provisions for liability insurance naming the University as an insured, indemnity by the agency or person seeking the research or service, or some other measure reasonably appropriate to minimize any University liability. Center managers shall forward these agreements, after respective decanal approval and legal review, to the Associate Vice President for Research and Director of Technology Transfer for signature.

- b. Academic deans for the college in which the respective centers are located, shall assure that the requirements are met before approving any such use and/or activity.

## **ARTICLE 20**

### **DISTANCE AND DISTRIBUTED LEARNING**

#### **Section 1. Definitions.**

The Parties recognize that advances in technology may allow for the development of technologically innovative methods of instruction that enhance accessibility to learning and may increase enrollments. The terms "Distance Education" or "Distance Learning" or "Distributed Learning" as used herein refer to instruction where the teacher and the student are separated geographically so that face-to-face communication is absent; communication is accomplished instead by one or more technological media, and may be either synchronous or asynchronous. Distance education may employ correspondence study, or audio, video, or computer technologies now known or hereafter developed, utilized to teach any distance or distributed learning course originating from or sponsored by the University. "Course" refers to any class offered for credit or non-credit. This includes, but is not limited to, both distance education classroom courses and online courses.

#### **Section 2. Control of the Curriculum.**

- A. No member of the bargaining unit shall be required to participate in distance education courses or programs without adequate preparation and training, as determined by the University, and without prior approval of such courses obtained through the curriculum review process. Bargaining unit faculty teaching distance education or distributed learning courses will be provided training and will be required to attend training consistent with the needs of the bargaining unit faculty member and the nature of the technology.

- B. Methods of presentation and course materials are to be under the control of the bargaining unit faculty member assigned to develop and/or teach the distance education course. Review and coordination by the bargaining unit member's colleagues or academic unit chair within the department or program shall be subject to the usual norms and responsibilities of review and coordination associated with the functions of the department. All distributed learning and distance education courses shall utilize the University approved standardized interface to facilitate uniformity for the transfer of learning, unless otherwise mutually agreed between the University and bargaining unit member. Bargaining unit faculty currently using some other methods may continue to do so during the 2005-2006 academic year only.
- C. Individual bargaining unit faculty should have the same responsibility for selecting and presenting materials in courses offered through distance education technologies that they have in those offered in traditional classroom settings. For team-taught or interdisciplinary courses and programs, the bargaining unit faculty involved should share this responsibility.
- D. Distance-education or distributed learning courses (or modifications thereto) shall:
  - 1. Receive prior approval through the curriculum review process; and
  - 2. Comply with all of the standard practices, procedures, and criteria that have been established for traditional in-the-classroom courses, except as set forth below.

Section 3. Instructional Issues.

- A. **Class Size.** Determination of class size for a distance education class should be based on pedagogical considerations. Limits on the size of each class shall be based on the goals and mission of the academic unit as determined by the bargaining unit faculty member and the academic unit chair and approved by the dean of the college.
- B. **Course Development and Revision.** In the development of courses for electronic delivery, academic units shall give the right of first refusal to bargaining unit faculty within the unit consistent with the nature of the course and the qualifications and technical expertise of bargaining unit faculty. This does not, however, preclude other bargaining unit faculty or external constituents from developing courses for electronic delivery.

- C. Support Services and Bargaining Unit Faculty Member Development. Subject to the provisions of the Management Rights article, the University shall provide technology, software, equipment, and personnel. Further, the University shall provide the required training consistent with the needs of the bargaining unit faculty member and the nature of the technology. In addition, the University shall maintain all equipment reasonably necessary for the development and delivery of distance education in accord with University approved technologies.
  
- D. Bargaining Unit Positions. The parties recognize the value and importance of distance and distributed learning when appropriately used by the institution and those it serves. In that regard, the parties encourage the development of distance and distributed learning courses or programs as provided for in Article 16 (Compensation) and in this Article. It is not the intent of the University to use distance education technology to permanently reduce, eliminate, or consolidate fulltime bargaining unit positions at the University.

**ARTICLE 21**  
**EMERITUS FACULTY**

**Section 1. Qualifications.**

The emeritus faculty is composed of all persons with the title of emeritus conferred by the Board of Trustees in recognition of a career of accomplishment and contribution to The University of Akron. Bargaining unit faculty are eligible for emeritus status upon retirement provided they shall have served The University of Akron as a member of the full-time faculty for at least ten consecutive years. The process for approval shall consist of nomination, with the consent of the individual, approval of the regular bargaining unit faculty of the department of principal appointment, and recommendation of the dean of the college, the Provost and the President whose recommendations shall not be unreasonably withheld.

**Section 2. Privileges and Responsibilities.**

Emeritus (or emerita) faculty have the right to attend appropriate faculty meetings, whether these are committee, departmental, college, Faculty Senate, or University faculty meetings. They may serve on faculty committees but may not vote in faculty meetings. Their names shall be listed in the University bulletins and directories, and, as specified by the President, they shall receive (i) reasonable facilities and (ii) other benefits and privileges.

**ARTICLE 22**  
**DISTINGUISHED PROFESSOR**

Section 1. The title of distinguished professor shall be awarded only to one already at the rank of professor at the University of Akron for five or more years. The title of distinguished professor is an honor recognizing a career that demonstrates substantial professional accomplishments.

- A. Each department or college without departments shall develop criteria for distinguished professor including that expressed below in this section. Departmental/college criteria shall be approved by both the dean and the Provost. In colleges without departments, the entire college faculty functions as the departmental faculty.
- B. The candidate shall excel in teaching at the University of Akron at a level significantly beyond the current expectations for the rank of professor.
- C. The candidate shall excel in scholarly activity (pedagogical or discipline specific) or artistic performance at the University of Akron at a level significantly beyond the current expectations for the rank of professor.
- D. The candidate shall have made sufficient contributions to the discipline to be nationally recognized.

Section 2. Process of Nominations. Nominations for distinguished professor shall be made by tenured or tenure track bargaining unit faculty at the University of Akron. The nomination shall be submitted to the department for review and recommendation.

Section 3. Process for Departmental Recommendations.

- A. Upon receiving a nomination, the department chair, school director, or dean in colleges without departments shall call a meeting of the departmental bargaining unit faculty.
- B. Except for the nominee, all tenured members of the department shall be included.
- C. The department chair or school director shall participate as a member of the department.
- D. The departmental bargaining unit faculty shall review the nomination and put forward its recommendation – positive or negative. A simple majority of those voting is required for a positive recommendation.

Section 4. The dean shall convene the distinguished professor college review committee.

Section 5. The chair of the departmental committee shall forward the departmental recommendation to the college committee.

Section 6. Each college faculty shall elect its college review committee to consider such recommendations. Only bargaining unit faculty at the rank of professor or with the title of distinguished professor are eligible to serve. The committee shall choose its own chair. A simple majority of those voting is required for a positive recommendation. If a majority of the college review committee supports the recommendation, the dean shall forward the review committee's recommendations, with his/her recommendations, to the University distinguished professor recommendation committee convened by the Senior Vice President and Provost.

Section 7. The University distinguished professor recommendation committee shall consist of one member elected from each of the degree granting colleges and University Libraries. Those elected shall serve two-year terms. In even-numbered academic years, representatives shall be elected from the Summit College, the College of Engineering, the College of Business Administration, the College of Nursing, University Libraries, and Wayne College. In odd-numbered academic years, representatives shall be elected from the Buchtel College of Arts and Sciences, the College of Education, the College of Fine and Applied Arts, the College of Polymer Science and Polymer Engineering, and the School of Law. Only bargaining unit faculty at the rank of professor or with the title of distinguished professor are eligible to serve on this committee.

Section 8. The candidate's file shall include:

- A. Current vita;
- B. Narrative statement of qualifications;
- C. Supporting documentation;
- D. The list of external reviewers.

Section 9. Materials in the candidate's file shall include:

- A. Departmental or college criteria for distinguished professor;
- B. Current departmental criteria for the rank of professor;
- C. Letters of recommendation from the department, dean, and college committee shall include a summary of how the candidate significantly exceeds the current criteria for the rank of professor and how the candidate meets the criteria for the rank of distinguished professor;
- D. External Letters of Recommendation.

1. The chair of the departmental committee requests the external letters of recommendation from a list of external nationally recognized individuals in their discipline.
  - a. The list shall include the credentials of the potential reviewer and his/her relationship to the candidate.
  - b. Letters of request will include:
    - (i) Departmental criteria for professor and distinguished professor;
    - (ii) University criteria for distinguished professor;
    - (iii) Request that the reviewer address the context of the candidate's work as it relates to the discipline;
    - (iv) Candidate's vita and narrative statement;
    - (v) Due date.

Section 10. Procedures of the University Distinguished Professor Committee shall be determined by the committee and shall include the following:

- A. The committee shall elect its own chair.
- B. The committee shall consider each candidate individually.
- C. Following discussion and deliberation of the individual candidate, the committee shall vote.
- D. If a two-thirds majority of the review committee votes favorably, it shall forward the recommendation to the provost.
- E. The committee shall forward its recommendations to the senior vice president and provost by April 15.

Section 11. Procedures of the University Distinguished Professor Committee may include, but are not limited to the following:

- A. The committee may interview the chair of the departmental committee.
- B. The committee may interview the department chair.
- C. The committee may interview the college committee chair.

- D. The committee may interview the dean.
- E. The committee may interview the candidate.
- F. The Senior Vice President and Provost shall forward the recommendations, with his/her recommendation, to the President. If the President approves, the recommendation is forwarded to the Board of Trustees for consideration at the April board meeting.
- G. The successful candidate(s) shall be recognized by the University community at Fall Convocation.

Section 12. A minimum compensatory award of \$6,000, which shall be added to the base salary, shall accompany the award of the title of Distinguished Professor.

### **ARTICLE 23** **LEGAL PROTECTION**

The University shall provide legal representation to any members of the bargaining unit at their request who are defendants in civil actions arising out of their employment, except as otherwise excluded by law, subject to the approval of the Ohio Attorney General and in accordance with Ohio Revised Code Sections 109.361 and 109.362. To the extent authorized in Revised Code Sections 9.86 and 9.87, and subject to the approval of the Ohio Attorney General, the University shall indemnify and hold harmless any member of the bargaining unit as a result of any judgment other than a judgment for punitive or exemplary damages, a judgment in a civil action arising out of the operation of a motor vehicle, or a judgment in a civil action in which the state is the plaintiff, unless the employer of the employee and the Attorney General determine that the acts or omissions of the employee were not within the terms of Revised Code Section 9.87 (B)(2). Denial of representation or indemnification by the Attorney General as provided by law shall not be arbitrable under Article 12 Section 6 of this Agreement.

### **ARTICLE 24** **PROFESSIONAL ACTIVITIES OUTSIDE THE UNIVERSITY**

Section 1. Bargaining unit faculty, unless specifically indicated otherwise in the contract of employment, should be regarded as having full-time employment responsibilities to the University. However, it is recognized that bargaining unit faculty can engage in activities outside the University whether for compensation or otherwise, provided such activities do not present a conflict of interest or commitment to, or interfere with the individual's full-time responsibilities to the University. Moreover, such outside activities shall not be undertaken which violate Ohio's ethics laws governing public employees. For purposes of this provision, such outside activities shall include: (i) professional activities not connected with employment for The University of Akron,

including, but not limited to those professional activities which separately involve a source of income such as from private employment, other public employment, consulting, teaching, research, memberships on corporate boards, partnerships or associations held by bargaining unit faculty, etc.; and (ii) non-professional activities for which the bargaining unit faculty member is employed or otherwise compensated. Such outside activities should only be undertaken with full and prompt disclosure to and written approval of the bargaining unit member's immediate supervisor and a designated representative of the Provost, such approval not to be unreasonably withheld. Disclosure forms are available on the Office of Research and Sponsored Programs web site.

Section 2. Bargaining unit faculty shall submit on forms required by the Board of Trustees an annual disclosure of any outside activities referenced in section 1 above. Such disclosures shall also identify any office or fiduciary relationship on a not-for-profit corporation or public board or agency.

Section 3. When engaging in outside activities, bargaining unit faculty may not make more than incidental use of University facilities and other resources unless the University is appropriately compensated.

## **ARTICLE 25** **RETIREE REEMPLOYMENT**

University of Akron bargaining unit faculty who are eligible to retire from an Ohio pension system affected by the enactment of Am. Sub. Senate Bill 144 may seek an agreement with the University of Akron to be reemployed full-time with the University of Akron as permitted by law in the same or similar position following retirement, without the necessity of a formal search process under the University's affirmative action plan. The terms and conditions of such reemployment including, but not limited to, compensation, shall be negotiated between the employee and the University. All such agreements shall be reduced to writing and shall be subject to prior approval by the Provost, President, and Board of Trustees. The provisions of this Article shall not be deemed to obligate the Board to approve any such agreement or to create any right to such reemployment or expectancy of reemployment or expectancy of any right to reemployment for any bargaining unit faculty member of the University of Akron. Reemployed retirees will not be covered under the provisions of this Agreement.

The University shall be limited to employing nine (9) former bargaining unit faculty at any given time who retire and are re-employed by the University, pursuant to the provisions of Am. Sub. Senate Bill 144.

## **ARTICLE 26** **ACADEMIC CALENDAR**



Section 1. Determination of the academic calendar shall be at the discretion of the University in consultation with appropriate constituencies including the Akron-AAUP. The calendar shall include:

- A. Two sixteen-week semesters of instruction each of which will include a final examination week.
- B. A summer term of at least 13 weeks with multiple summer sessions ranging from 5 -10 weeks.<sup>1</sup>

Specialized workshops, seminars or specific programs may require schedule variations

Section 2. Holiday schedule.

The University of Akron observes the following holidays:

New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Thanksgiving Day  
Christmas Day

If a holiday occurs during a period of active pay status – which includes an approved sick leave, leave with pay, or vacation – the employee will be paid for the holiday. In order to qualify for holiday pay, an employee must be in an active pay status on regularly-scheduled work days both prior and subsequent to the holiday.

## **ARTICLE 27** **WORKLOAD**

In accordance with the requirements of Ohio Revised Code §3345.45, the Board of Trustees of The University of Akron has adopted a faculty workload policy consistent with standards developed by the Ohio Board of Regents. Any modification to this policy shall be at the sole discretion of the University in consultation with appropriate constituencies, including the Akron-AAUP.

## **ARTICLE 28** **SPOUSAL HIRES**

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<sup>1</sup> This does not require any given college to provide offerings during every summer session.

Section 1. Consideration of spousal hiring issues should occur only at the initiative of the candidate for recruitment or retention and with the approval of the Senior Vice President and Provost, and notice to the President of the Akron-AAUP, or designee.

Section 2. The policy will apply only to persons recruited through a national search process. The level of opportunity provided will be based on institutional priorities and need.

Section 3. Levels of opportunity.

- A. A second tenure track position can be created.
- B. A 3 year term appointment can be created. At the conclusion of the 3 year term appointment, a tenure track position can be created and a national search can be launched. The spouse would have to be the successful candidate to continue.
- C. An instructor position can be created.
- D. If the spouse is in the same discipline as the potential hire, a shared position can be created.
- E. A college lecturer position can be created.
- F. The University will provide assistance in networking and locating employment opportunities within a 50 mile radius.

Section 4. Considerations of merit and affirmative action.

- A. Under no circumstance should spousal appointment jeopardize current or prospective affirmative action searches/lines intended for the goal of increasing diversity.
- B. In the event that a candidate initiates consideration of the appointment of a spouse and such consideration includes the creation of a new position, the receiving academic unit bargaining unit faculty member shall make recommendations to the dean and the Provost concerning the following:
  - 1. Merits of the spousal candidate in relation to others of comparable rank in the academic unit.
  - 2. The consequences of such an appointment for immediate departmental needs and long-term planning.
  - 3. Explicit assessment of the affirmative action consequences of such appointments.

Section 5. Receiving Department.

The department "receiving" the spouse must desire and need an additional faculty member. A spouse will not be offered an opportunity outside of the potential hire department without the consent of the receiving department.

Section 6. Hiring Procedures.

If the accommodation includes the creation of a new instructor or tenure track position, the procedure for hiring the person to fill that position must conform to all provisions of Article 11, Initial Appointment, with the exception of Sections 1 B and C (which sections refer to the creation of a search committee and its rules). In particular, the bargaining unit faculty of the academic unit in which the new position is created must interview the candidate and vote by secret ballot to recommend his or her appointment.

**ARTICLE 29**  
**BRANCH CAMPUSES**

Section 1. Faculty.

Branch campus bargaining unit faculty, as members of The University of Akron bargaining unit, shall be held to all rules and regulations and afforded all benefits, applicable to all other colleges, as defined in this Agreement.

Section 2. Parking.

Branch campus bargaining unit faculty will not be required to pay for parking permits.

Section 3. Academic Administrators.

Academic administrator appointments at a branch campus will be made consistent with Article 10 (Governance) of this Agreement. Academic administrator appointments at the branch campus will be reviewed consistent with Article 10 (Governance) of this Agreement.

Section 4. Retrenchment.

A branch campus shall be considered as a college of The University of Akron and subject to retrenchment as defined in Article 15 (Retrenchment) of this Agreement.

**ARTICLE 30**  
**PAST PRACTICES**

Except as set forth in this Agreement, The University of Akron and the Akron-AAUP shall not be obligated to continue any practice, policy or benefit that was or may have been in existence prior to the signing of this Agreement, and the continuation or modification of any such practice, policy or benefit shall not be considered as creating an obligation to continue that or any other practice, policy or benefit. However, the University agrees that any discontinuance or modification of a practice, policy or benefit that is not set forth in this Agreement, that affects a number of bargaining unit faculty in more than one department, will be developed and implemented only after due consultation with and advice of appropriate faculty bodies , including bargaining with the Akron-AAUP.

### **ARTICLE 31** **SEPARABILITY**

Section 1. Shall any portion of this Agreement be found by a duly constituted court or regulatory authority to be in conflict with applicable law or public regulation, from which no appeal can be taken, then such conflicting portion of this Agreement shall be rendered null and void and the applicable law or regulation shall be controlling. In such event, upon request of either party, the parties shall commence good faith bargaining for replacement language.

Section 2. The invalidation of any portions of this Agreement in accordance with this Article shall not affect the legality and enforceability of the remainder of this Agreement.

Section 3. If any provision of this Agreement that is rendered null and void by operation of Section 1 of this Article is subsequently rendered valid (a) by a duly constituted court or regulatory authority (*i.e.*, by reversal on appeal or by virtue of a court decision being overruled), or (b) by the amendment, abolishment or enactment of a statute(s) or regulation(s), then the original provision shall be reinstated, notwithstanding that the parties may have agreed to replacement language in the interim time period. In that event, the replacement language shall be superseded and rendered null and void by the reinstated provision.

Section 4. For purposes of this Article the University of Akron Board of Trustees shall not be considered a regulatory authority.

### **ARTICLE 32** **DURATION AND NEGOTIATION PROCEDURE**

Section 1. This Agreement shall be effective upon the ratification of the same by the Akron-AAUP's membership and approved by the University of Akron's Board of Trustees and shall continue in full force and effect until 12:01 a.m. on December 8,

2008, and will be extended for an additional period of time until 12:01 a.m. on December 15, 2009, and will continue from year to year thereafter unless either party notifies the other in writing not less than ninety (90) days prior to the expiration date (or subsequent annual anniversary of such date) that a modification or termination of this Agreement is desired. Should either party to this Agreement serve such notice upon the other party, the University and the Akron-AAUP will meet for the purpose of negotiation and will commence consideration of proposed changes or modification to the Agreement not less than seventy-five (75) days prior to the expiration date of the Agreement (or subsequent annual anniversary of such date).

Section 2. In the event that either party provides timely notice of a desire to terminate or modify this Agreement, in accordance with section 1 above, the following terms and procedures shall apply to the parties' negotiations and dispute resolution.

- A. The University and the Akron-AAUP shall each select its own collective bargaining committee of not more than six (6) members, including one Chief Negotiator for each side. In the event that either the University or the Akron-AAUP plan to bring any additional resource people to a negotiating session, at least twenty-four (24) hours' notice of such intention shall be given to the other party. Each party will normally be represented by not more than seven (7) persons, inclusive of resource persons, at any negotiating session.
- B. Negotiation sessions will be conducted as frequently as the parties determine, consistent with each party's obligation to negotiate in good faith. If either party is unable to attend a scheduled session, at least twenty-four (24) hours' notice shall be given to the other party, unless twenty-four (24) hours' notice is impracticable due to exigent circumstances, in which case notice shall be given as soon as practicable.
- C. All negotiating sessions will be held at the Student Union Center unless mutually agreed otherwise. There will be no smoking in the room in which the parties actually conduct negotiations.
- D. Each party will provide an electronic copy and sufficient written copies of its proposals and other materials for everyone anticipated to be present.
- E. Each negotiating team will have the authority to negotiate tentative agreements. The tentative agreements shall be subject to ratification by the Akron-AAUP membership and subject to the approval of the Board of Trustees of the University of Akron. Any tentative agreements reached shall be drafted and initialed by the Chief Negotiators, but shall not become effective until a full contract is finally approved and executed unless otherwise agreed between the parties as to specific issues.

- F. All negotiations will be done in private in accordance with Ohio Revised Code Section 4117.21.
- G. Each side is responsible for taking its own notes during negotiations. There will be no recordings, official minutes, mechanical, stenographic or verbatim notes of the sessions permitted.
- H. Each party agrees that each committee shall have the right to caucus upon request, providing the committee requesting the caucus advises the other committee of the expected length of the requested caucus.
- I. The two Chief Negotiators may meet in private to review progress of negotiations and to explore alternatives which may be fruitful at the bargaining table.
- J. This section constitutes the parties' sole and exclusive mutually agreed dispute (MAD) settlement procedure. The parties agree to utilize the statutory dispute settlement procedure as set forth in Ohio Revised Code Section 4117.14, except with respect to the following:
  - 1. That the Federal Mediation and Conciliation Service (FMCS) will be used in lieu of a mediator selected by the State Employment Relations Board;
  - 2. That fact finding may be initiated by either side at any time after mediation is attempted and after the parties have mediated in good faith for at least thirty (30) days;
  - 3. If fact finding is requested by either side the parties shall request from SERB a list of fact finders (unless the parties have previously agreed to a fact finder, who has agreed to serve consistent with this MAD) and a fact finder shall be selected within two weeks of receipt of the list of fact finders from SERB utilizing the procedures in Ohio Revised Code Section 4117.14;
  - 4. That the fact finding hearing shall be conducted in accordance with Ohio Revised Code Section 4117.14, subject to the provisions of this Agreement;
  - 5. That the fact finding hearing shall be scheduled within four weeks of the appointment of the fact finder by SERB; and
  - 6. That the rejection deadline date for any fact finder's report shall occur the later of (1) fourteen (14) days following said report's delivery; or (2) fourteen (14) days after classes begin for spring or fall academic semester.

Section 3. The University may seek to modify any provision of this Agreement prior to its expiration only if immediate action is required due to (1) exigent circumstances that were unknown at the time of negotiations; or (2) legislative or regulatory action taken by a higher-level legislative or regulatory body after this Agreement became effective that requires a change to conform to the statute or rule. In such event the University shall immediately so notify the Akron-AAUP and the parties shall meet and negotiate in good faith, including providing relevant information and documents, and attempt to reach agreement. If agreement cannot be timely reached, as either side may determine, then either side may submit the dispute to arbitration pursuant to Article 12, infra.

## **ATTACHMENT #1**

**A description of these insurance benefits is set forth in this summary plan description. The actual plan document is written in much more technical and precise language. If the non-technical language of the attached summary plan description and the technical language of the plan document conflict, the language of the plan document shall govern.**



The University of Akron Medical Plan Features – General Summary						
Service	Comprehensive Plan	Preferred Provider Organization (PPO)		HomeTown HMO	SummaCare HMO	Kaiser Permanente HMO
		Network Providers	Non-Network Providers			
<b>Hospital Services</b>						
Inpatient	80% of UCR after deductible; Unlimited days semiprivate, ICU, CCU	90% after deductible; Unlimited days semiprivate, ICU, CCU	70% of UCR after deductible; Unlimited days semi-private, ICU, CCU	100% semi-private room; physician services; general nursing care; other services and supplies authorized by your physician	100%	100%
Outpatient	80% of UCR after deductible	90% after deductible	70% of UCR after deductible	100%	100%	100%
In-Hospital Physician Visits	80% of UCR after deductible	90% after deductible	70% of UCR after deductible	100%	100%	100%
Surgical	80% of UCR after deductible	90% after deductible	70% of UCR after deductible	100%	100%	100%
Anesthesia	80% of UCR after deductible	90% after deductible	70% of UCR after deductible	100%	100%	100%
Pre-Admission Testing	80% of UCR after deductible	90% after deductible	70% of UCR after deductible	100%	100%	100%
Diagnostic X-Ray and Laboratory	80% of UCR after deductible	90% after deductible	70% of UCR after deductible	100%	100%	100%
Primary Care Physician Office Visits for Illness/Injury	80% of UCR after deductible	Covered in full less \$15 copay per visit	70% of UCR after deductible	\$15 copay per visit	\$15 copay per visit	\$15 copay per visit
Specialist Physician Office Visits for Illness/Injury	80% of UCR after deductible	Covered in full less \$15 copay per visit	70% of UCR after deductible	\$15 copay per visit; referral required	\$15 copay per visit; referral required	\$15 copay per visit
Urgent Care Center Visits	80% of UCR after deductible	Covered in full less \$25 copay per visit	70% of UCR after deductible	\$20 copay per incident	\$25 copay at approved network facility	\$10 copay at network facility

The University of Akron Medical Plan Features – General Summary						
Service	Comprehensive Plan	Preferred Provider Organization (PPO)		HomeTown HMO	SummaCare HMO	Kaiser Permanente HMO
		Network Providers	Non-Network Providers			
Emergency Room Visits	80% of UCR after deductible	Covered in full less \$50 copay per visit; All other related Institutional and Professional Charges: 90% after deductible	100% of UCR less \$50 copay per visit; All other related Institutional and Professional Charges: 90% of UCR after deductible	\$30 copay per incident	\$50 copay; waived if admitted	\$50 copay; waived if admitted
Routine Physical Exams	Not Covered	Covered in full less \$15 copay for office visit; specific diagnostic tests covered at 90% after deductible; Once per 2 years ages 9-49, One per year ages 50 and older	Not Covered	\$15 copay per visit	\$15 copay per visit	\$15 copay per visit
Well Baby/Child Care/Immunizations	Non-Immunizations: 80% of UCR after deductible; \$500 maximum benefit from birth to age 1; \$150 maximum benefit per year age 1 to 9 immunizations; 80% of UCR after deductible	Covered in full less \$15 copay per visit; \$500 maximum benefit from birth to age 1; \$150 maximum benefit per year to age 9; maximum includes immunizations	70% of UCR after deductible; \$500 maximum benefit from birth to age 1; \$150 maximum benefit per year to age 9; maximum includes immunizations	\$15 copay per visit	\$15 copay per visit	100% to age 2; \$15 copay thereafter

The University of Akron Medical Plan Features – General Summary						
Service	Comprehensive Plan	Preferred Provider Organization (PPO)		HomeTown HMO	SummaCare HMO	Kaiser Permanente HMO
		Network Providers	Non-Network Providers			
Routine Gynecological Exams	100% of UCR; one per year	100%; one per year	70% of UCR after deductible One per year	\$15 copay per visit	\$15 copay per visit	\$15 copay per visit
Routine Mammograms	100% of UCR; One baseline age 35 – 39; one per year ages 40 and older; \$85 maximum benefit per service	100%; One baseline age 35 – 39; one per year ages 40 and older; \$85 maximum benefit per service	70% of UCR after deductible; One baseline age 35 to 39; one per year ages 40 and older; \$85 maximum benefit per service	\$15 copay per visit	100%	100%
Skilled Nursing Facility Care	80% of UCR after deductible; 120 visits per year maximum	90% after deductible; 120 days per year maximum	70% of UCR after deductible; 120 days per year maximum	100% 30 days per stay	100%, limited to 100 days per episode	100% limited to 100 days per calendar year
Home Health Care	80% of UCR after deductible; 120 visits per year maximum	90% after deductible; 120 visits per year maximum	70% of UCR after deductible; 120 visits per year maximum	100% 40 visits per year maximum	100% limited to 30 days per calendar year	100%
Hospice Care	80% of UCR after deductible; Unlimited for life expectancies of six months or less	90% after deductible; Unlimited for life expectancies of six months or less	70% of UCR after deductible; Unlimited for life expectancies of six months or less	100%; Unlimited for life expectancies of six months or less	100%	100%
Radiation Therapy/ Chemotherapy	80% of UCR after deductible	90% after deductible	70% of UCR after deductible	100%	100%	100%
Ambulance	80% of UCR after deductible	90% after deductible	70% of UCR after deductible	100% if medically necessary	\$50 copay; waived if admitted	100% with limitations
Durable Medical Equipment	80% of UCR after deductible	90% after deductible	70% of UCR after deductible	Varies – see materials	100%	100%

The University of Akron Medical Plan Features – General Summary						
Service	Comprehensive Plan	Preferred Provider Organization (PPO)		HomeTown HMO	SummaCare HMO	Kaiser Permanente HMO
		Network Providers	Non-Network Providers			
Therapy Services	80% of UCR after deductible; 60 services per year maximum; includes outpatient cardiac rehabilitation, occupational, chiropractic, physical and speech therapy services	90% after deductible; 60 services per year maximum; includes outpatient cardiac rehabilitation, occupational, chiropractic, physical and speech therapy services	70% after deductible; 60 services per year maximum; includes outpatient cardiac rehabilitation, occupational, chiropractic, physical and speech therapy services	100% of UCR after deductible; 60 services per year maximum; includes outpatient cardiac rehabilitation, occupational, chiropractic, physical and speech therapy services	\$15 copay; 30 days per calendar year maximum; includes physical, occupational, speech and cardio/pulmonary therapy services	\$15 copay; 30 visits or two months whichever is greater, per condition; includes physical, occupational, and speech therapy services
Allergy Testing	80% of UCR after deductible	90% after deductible	70% of UCR after deductible	\$15 copay per visit	\$15 copay	100%
Private Duty Nursing	80% of UCR after deductible	90% after deductible	70% of UCR after deductible	Pre-approval required	Pre-approval required	Not Covered

**The University of Akron  
Medical Plan Features – General Summary**

Service	Comprehensive Plan	Preferred Provider Organization (PPO)		HomeTown HMO	SummaCare HMO	Kaiser Permanente HMO
		Network Providers	Non-Network Providers			
<b>Mental &amp; Nervous</b>						
Inpatient	80% of UCR after deductible; 30 days per year maximum	50 Visits per year. Covered in full less \$15 copay visits 1-13, covered in full less \$30 copay visits 14-26, no deductible	70% of UCR after deductible; 30 days per year maximum	100% limit 60 days lifetime	100% limited to 21 days per calendar year	100% limited to 30 days per calendar year
Partial Hospitalization	80% of UCR after deductible; 60 visits per year maximum	90% after deductible; 60 visits per year maximum	70% of UCR after deductible; 60 visits per year maximum	Included in above	Included in above	Included in above
Outpatient	50% of UCR after deductible; 50 visits per year maximum	50 visits per year maximum covered in full less \$15 copay visits 1-13; covered in full less \$30 copay visits 14-50	50% of UCR after deductible; 50 visits per year maximum	\$15 copay per visit; 20 visit limit per calendar year	\$20 copay per visit; 20 visit limit per calendar year	\$15 copay per visit; 40 visit limit per calendar year

The University of Akron Medical Plan Features – General Summary						
Service	Comprehensive Plan	Preferred Provider Organization (PPO)		HomeTown HMO	SummaCare HMO	Kaiser Permanente HMO
		Network Providers	Non-Network Providers			
<b>Substance Abuse</b>						
Inpatient	80% of UCR after deductible; 30 days per year maximum	50 Visits per year. Covered in full less \$15 copay visits 1-13, covered in full less \$30 copay visits 14-26, no deductible	70% of UCR after deductible; 30 days per year maximum	100% up to 8 days per lifetime	100% limited to 21 days per contract year	See Plan Materials
Partial Hospitalization	80% of UCR after deductible; 60 visits per year maximum	90% after deductible; 60 visits per year maximum	70% of UCR after deductible; 60 visits per year maximum	Included in above	Included in above	Not Covered
Outpatient	50% of UCR after deductible; 50 visits per year maximum; limited to \$1,000	50 visits per year maximum covered in full less \$15 copay visits 1-13; covered in full less \$30 copay visits 14-50	50% of UCR after deductible; 50 visits per year maximum	\$15 copay per visit; 40 visits per lifetime Intensive outpatient up to 20 days lifetime	\$20 copay per visit; 20 visit limit per contract year	\$15 copay
Deductibles & Coinsurance Limits	See Plan Materials	See Plan Materials	See Plan Materials	Non/\$1500 Single; \$3000 Family	None/NA	None/Maximum 30% of total costs
Lifetime Benefit Maximum	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited

**The University of Akron  
Medical Plan Features – General Summary**

Service	Comprehensive Plan	Preferred Provider Organization (PPO)		HomeTown HMO	SummaCare HMO	Kaiser Permanente HMO
		Network Providers	Non-Network Providers			
<b>Prescription Drugs</b>						
Retail (30 day maximum supply)	10%, minimum \$7 maximum \$15 Generic 20%, minimum \$12 maximum \$25 Preferred Brand; 30%, minimum \$10 maximum \$40	Generic– 90%, minimum \$10, maximum \$20; Preferred Brand - 80%, minimum \$20, maximum \$50		Generic - \$10;  Single Tier Brand \$20;  Two Tier Brand - \$20-\$50	Generic - \$10;  Single Tier - \$20;  Two Tier Brand - \$20-\$50	Generic Formulary - \$10;  Brand Formulary - \$20
Mail order (90 day maximum supply)	10%, minimum \$14, maximum \$30 Generic; 20%, minimum \$24, maximum \$50 Preferred Brand 30% minimum \$36, maximum \$80	Generic - 90%, minimum \$25, maximum \$50; Preferred Brand -80%, minimum \$50, maximum \$100		Mail Order (60 to 90 days supply)  Generic - \$10 - \$20;  Single Tier Brand - \$20;  Two Tier Brand - \$40 - \$100	Mail Order (60 to 90 days supply)  Generic Formulary - \$10 - \$20;  Single Tier Brand- \$20;  Two Tier Brand - \$40 - \$100	Generic - \$10-\$20;  Brand Formulary - \$20

**MEMORANDUM OF UNDERSTANDING**  
**Regarding Director of Faculty at Wayne College**

If there is a Director of Faculty position at Wayne College, the position will be filled and reviewed according to Article 7 (Governance) Sections 4 and 5 and governed there under.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be made effective this 7th day of November, 2005.

THE UNIVERSITY OF AKRON

\_\_\_\_\_

Witness

By: \_\_\_\_\_

THE AMERICAN ASSOCIATION OF  
UNIVERSITY PROFESSORS,  
UNIVERSITY OF AKRON CHAPTER

\_\_\_\_\_

Witness

By: \_\_\_\_\_



**LETTER OF UNDERSTANDING  
Regarding Election on Fair Share Fees**

Representation Fee.

A. A vote shall be conducted of all members of the bargaining unit, as defined in Article 3 Section 1 of this Agreement (Recognition) with regard to the issue of a Representation Fee for members of the bargaining unit.

B. For the issue of a representation fee to pass, there must be a positive vote by a majority (50% plus 1) of the total eligible members of the bargaining unit who vote in this election. If there is a positive vote, the representation fee shall go into effect as soon thereafter as is practicable.

C. The bargaining unit faculty as determined by the Human Resources department and approved by Akron-AAUP as of Spring semester 2006 shall serve as the basis for determining the number of bargaining unit members appointed for AY2005-06 and eligible to vote. Such list will include faculty members on leave but will exclude administrators with faculty rank.

D. The University and the Akron-AAUP shall then jointly ask the American Arbitration Association ("AAA"), or some other mutually-agreed upon neutral third party, to certify the voter eligibility list and supervise the voting activity. The AAA shall be responsible for certifying the results of the vote and/or resolving any disputes related thereto. The costs of the AAA shall be equally shared by the Akron-AAUP and the University.

E. The University and Akron-AAUP will develop a time frame and process for this election that will ensure that all bargaining unit faculty have the opportunity to vote, any disputes to be resolved by the AAA.

F. The content of the ballot shall be mutually agreed upon, any disputes to be resolved by the AAA.

G. No member of the bargaining unit shall be required to become a member of the Akron-AAUP as a condition for securing or retaining employment at The University of Akron. The Representation Fee shall not exceed the dues paid by members of the Akron-AAUP who are in the bargaining unit. Payments by members of the bargaining unit holding religious objections shall be governed by Section 4117.09 (C) of the Ohio Revised Code.

H. Upon a positive vote, the provisions of Article 20 – Association Rights, Section 2.B., shall apply to fair share fee payers.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be made effective this \_\_\_\_\_ day of November, 2005.

THE UNIVERSITY OF AKRON

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

THE AMERICAN ASSOCIATION OF  
UNIVERSITY PROFESSORS,  
UNIVERSITY OF AKRON CHAPTER

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING  
Regarding Differing Load and Credit Hours**

It is mutually agreed that nothing in the collective bargaining agreement shall impede or curtail the practice of load hours differing from course credit hours where it is practiced in the following instances: School of Art and School of Music (and those other instances the parties identify promptly and agree upon), or may in the future be appropriate, as determined by the Administration. This applies whether the load hours are used for workload or summer compensation calculations.

If an instance is promptly identified and the University objects, the parties will negotiate such instance(s) in good faith.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be made effective this 5th day of November, 2005.

THE UNIVERSITY OF AKRON

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

THE AMERICAN ASSOCIATION OF  
UNIVERSITY PROFESSORS,  
UNIVERSITY OF AKRON CHAPTER

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

## **MEMORANDUM OF UNDERSTANDING REGARDING FACULTY PRACTICE OPTION**

This Memorandum of Understanding Regarding Faculty Practice Option in the College of Nursing regarding Instructors ("MOU") is made by and between The University of Akron ("The University") and the American Association of University Professors, University of Akron Chapter ("Akron-AAUP") (collectively, "the parties") for the purpose of addressing the issues below, given that the parties are in the process of negotiating a collective bargaining agreement. The parties hereby agree as follows:

1. The practice requirements for faculty appointed as Instructor in the Faculty Practice Option ("FPO") are suspended effective September 1, 2005 and shall not be reinstated unless and until the parties bargain in good faith and either reach a mutually agreed resolution of the issue, or The University lawfully implements its last, best and final offer in the context of its implementation of a comprehensive last best and final offer regarding the entire bargaining unit.
2. All other matters regarding FPO shall continue as per the status quo, including the following:
  - a. Distribution of FPO revenue shall be allocated seventy percent (70%) to individual faculty accounts and thirty percent (30%) to a College of Nursing account;
  - b. Individual faculty members will have access to the member's own account for the purposes for which those accounts have been used historically;
  - c. The Dean shall have access to the College's account for the purposes for which she has used that account historically; and
  - d. An individual faculty member who leaves the College shall have input as to how that member's account is to be used, as has been done historically.
3. The parties shall work together in good faith to reach resolution regarding a new model to address issues of reappointment, promotion and tenure, which, if successfully resolved, may be implemented as part of this MOU.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be made effective this 22<sup>nd</sup> day of April, 2005.

THE UNIVERSITY OF AKRON

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

THE AMERICAN ASSOCIATION OF  
UNIVERSITY PROFESSORS,  
UNIVERSITY OF AKRON CHAPTER

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

## MEMORANDUM OF UNDERSTANDING

At the request of the American Association of University Professors, University of Akron Chapter ("Akron-AAUP"), The University of Akron ("The University") has agreed to delete the following sentence from its proposed Article 5 - Nondiscrimination:

However, with respect to non-discrimination on the basis of sexual orientation, it is agreed that this provision shall not be deemed to create any individual rights or benefits not otherwise agreed to in this Agreement.

In consideration of this Memorandum of Understanding, and in consideration of The University's withdrawal of the above sentence from its proposed article on Nondiscrimination, the parties acknowledge and agree to the following:

1. The inclusion of "sexual orientation" as a protected classification in Article 5 Nondiscrimination in the collective bargaining agreement shall not be the basis, in whole or in part, for any claim, grievance and/or lawsuit that same-sex partners/domestic partners shall receive hospitalization insurance, medical insurance, or other benefits of whatever nature or kind. Further, the inclusion of "sexual orientation" as a protected classification in Article 5 Nondiscrimination shall not be used by the Akron-AAUP as a basis to argue during fact finding that bargaining unit members should be awarded same-sex partner/domestic partner hospitalization insurance, medical insurance, or other benefits of whatever nature or kind.
2. The intent of the parties as expressed in the parties' bargaining notes and in this Memorandum of Understanding is that Article 5 Nondiscrimination has no application to the issue of same sex benefits/domestic partner benefits and shall not be deemed to create any such individual rights or benefits or entitlement to any such rights or benefits.
3. The parties intend that no court or arbitrator shall have authority to impose same-sex benefits.
4. The Akron-AAUP shall not base any grievance or discrimination claim premised on the Nondiscrimination article on the failure of The University to provide domestic partner benefits to same-sex couples.
5. The University acknowledges and agrees that this Memorandum of Understanding is not to be included as a part of any collective bargaining agreement that might eventually be reached, and that this Memorandum of Understanding will not be disseminated to anyone or utilized by The University unless the Akron-AAUP or a bargaining unit faculty member(s) takes any action that contravenes the agreement reached herein.

AGREED:

THE UNIVERSITY OF AKRON

AMERICAN ASSOCIATION OF  
UNIVERSITY PROFESSORS,  
UNIVERSITY OF AKRON CHAPTER

By: \_\_\_\_\_

By: \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING

The terms of Section 16 of Article 14 (Compensation) of the Collective Bargaining Agreement do not apply to endowment, fellowship, and/or grant funded summer research conducted by endowed chairs and other faculty.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be made effective this 5th day of November, 2005.

THE UNIVERSITY OF AKRON

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

THE AMERICAN ASSOCIATION OF  
UNIVERSITY PROFESSORS,  
UNIVERSITY OF AKRON CHAPTER

By: \_\_\_\_\_

\_\_\_\_\_  
Witness



MEMORANDUM OF UNDERSTANDING

The University of Akron and Akron-AAUP agree that, with regard to bargaining unit members who retire during the term of the parties' Collective Bargaining Agreement, the *status quo* shall be maintained in connection with the following benefits that are provided to retirees: life insurance, health insurance coverage for spouses and dependents, faculty identification card, tuition and fee reduction, discounts applicable to the John S. Knight Lecture Series and athletic events, discounts applicable to merchandise purchased through the University bookstore (provided discounts are made available by the provider), use of recreational facilities, notary public service, library and Emeritus study room use, submission of externally funded grant/contract proposals, listing in University publications, fifty percent (50%) reduction in parking fees paid by full time faculty and access to University computer network and information services.

AGREED:

THE UNIVERSITY OF AKRON

AMERICAN ASSOCIATION OF  
UNIVERSITY PROFESSORS,  
UNIVERSITY OF AKRON  
CHAPTER

By: \_\_\_\_\_

By: \_\_\_\_\_

DATE: \_\_\_\_\_

## **MEMORANDUM OF UNDERSTANDING**

Whereas, the faculty of the College of Nursing and the department of Mechanical Engineering in the College of Engineering have recommended to the Deans of the respective colleges for the establishment of full-time non-tenure track faculty (copies of the recommendation are attached hereto and made a part hereof as attachment A and B, respectively); and,

Whereas, the Deans of the respective Colleges have approved these recommendations; and,

Whereas, the Akron-AAUP and The University of Akron mutually agree that establishment of full-time non-tenure track faculty positions within the College of Nursing and one such position in the department of Mechanical Engineering in the College of Engineering consistent with the recommendations of bargaining unit faculty in those colleges.

Now, therefore, the Akron-AAUP and The University of Akron agree as follows:

1. There shall be temporarily established in the College of Nursing the full-time non-tenure track classification of Assistant Professor, Associate Professor, and Professor of Nursing (Non-Tenure Track) in accordance with the recommendations of the bargaining unit faculty as set forth in Attachment A and as approved by the Provost. These positions shall be referred to as Assistant Professor of Clinical Nursing (NTT), Associate Professor of Clinical Nursing (NTT), and Professor of Clinical Nursing (NTT). These positions shall be established as tenure track positions in accordance with Article 8 (Retention, Tenure and Promotion) and Article 24 (Initial Hire) prior to the expiration of the current collective bargaining agreement.
2. There shall be established in the department of Mechanical Engineering in the College of Engineering one full-time non-tenure track position for teaching Design, with the possible ranks of Assistant Professor (NTT), Associate Professor (NTT) and Professor of Engineering (NTT) in accordance with the recommendations of the bargaining unit faculty as set forth in Attachment B and as approved by the Provost.
3. All appointments shall be subject to approval by The University of Akron Board of Trustees.
4. All full-time non-tenure track faculty whose positions are subject to this memorandum of understanding shall be members of the Akron-AAUP bargaining unit and shall be covered by the Akron-AAUP and The University of Akron Collective Bargaining Agreement.

5. In the event that there are additional recommendations in the future from the Colleges with the approval of the departmental bargaining unit faculty members for full-time non-tenured faculty positions, and these recommendations are approved by the Dean, the parties agree to negotiate on the establishment of those non-tenure track positions.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be made effective this 31<sup>st</sup> day of October, 2005.

THE UNIVERSITY OF AKRON

\_\_\_\_\_

Witness

By:\_\_\_\_\_

THE AMERICAN ASSOCIATION OF  
UNIVERSITY PROFESSORS,  
UNIVERSITY OF AKRON CHAPTER

\_\_\_\_\_

Witness

By:\_\_\_\_\_

Counselor Nobil:

This side letter constitutes the mutual understanding of The University of Akron and the Akron-AAUP regarding an issue which arose previously and its potential application in the current negotiations regarding tenure and promotion. That issue related to a faculty member who was unable to achieve a promotion in the department in which that faculty member worked. That faculty member then obtained the promotion outside of that department. This past incident has been cited by a current faculty member as a basis to request similar relief from the current Provost in a very similar situation (where the current faculty member has been unable to secure a promotion/tenure from that member's home department), and the Provost has taken the position that such relief is not appropriate in the current situation, and that the past incident should not be a basis in making current or future decisions.

Concerned in part about this specific history and the issue of where an individual's tenure resides, the University made a contractual proposal that relates to where tenure resides. The Akron-AAUP expressed its concern that it is unaware that the proposed language exists in any other collective bargaining agreement and effectively was a solution looking for a problem.

This side letter confirms the prior representations made by the Akron-AAUP whereby The University's withdrawal of its proposal regarding where tenure resides does not affect or undermine the correctness of the Provost's position regarding the above referenced matter, and, assuming the parties reach agreement regarding Retention, Tenure and Promotion that excludes The University's proposal regarding where tenure resides, the Provost's position, as set forth above, would not violate the parties' agreement.