

THE UNIVERSITY OF AKRON

RESOLUTION 7-1-20

Approval of the Collective Bargaining Agreement between The University of Akron and the Communications Workers of America, Local 4302 (Physical Facilities Operations Center Unit)

WHEREAS, The University of Akron (the “University”) and the Communications Workers of America, Local 4302, Physical Facilities Operations Center Unit, (the “CWA Unit”) (collectively the “Parties”) entered into a Collective Bargaining Agreement (“CBA”) with an effective term of May 1, 2016 through April 30, 2020; and

WHEREAS, The Parties executed two contract extensions, extending the terms of the CBA until June 30, 2020; and

WHEREAS, The negotiating teams for the Parties have reached agreement on a Memorandum of Understanding (attached), which will extend the term of the CBA until June 30, 2021 and will modify other terms and conditions of the CBA during the term of extension; and

WHEREAS, This Memorandum of Understanding has been approved by a majority vote of the CWA Unit membership; Now, Therefore,

BE IT RESOLVED, That the proposed Memorandum of Understanding presented by the University’s negotiating team, agreed to by a majority vote of the CWA Unit membership, and containing all of the tentative agreements and memoranda of understanding reached between the respective negotiating committees of the University and the CWA Unit is approved by the Board of Trustees of The University of Akron for a term effective July 1, 2020 through June 30, 2021, and that the Vice President and General Counsel is authorized to execute the necessary documents to effectuate the Agreement on behalf of the Board of Trustees.

M. Celeste Cook, Secretary
Board of Trustees

July 15, 2020

Memorandum of Understanding

The University of Akron (“University”) and the Communications Workers of America, Local 4302 (“CWA”), agree that, except otherwise provided below, for a one (1) year period, beginning on July 1, 2020 and ending June 30, 2021, for the bargaining unit certified by the State Employment Relations Board (SERB) on January 10, 1985 in Case No. 84-RC-04-0794 (aka the “CWA Unit”), as follows:

On January 30, 2020, the International Health Regulations Emergency Committee of the World Health Organization (WHO) declared the outbreak of COVID-19 a public health emergency and on March 9, 2020, Governor Mike DeWine issued executive order 2020-01D, declaring a State of Emergency.

As a result of the Governors reduction in state funding for fiscal year 2020, as well as the projected reduction in state funding for fiscal year 2021, and other financial losses resulting from the COVID-19 pandemic, the University projects a revenue shortfall of approximately \$65 million for fiscal year 2021.

Recognizing the University’s current financial situation, and to assist the University with the budget shortfall, and in sharing the sacrifice of non-bargaining unit University employees, the CWA Unit agrees to the following regarding wages and other terms and conditions of employment.

Wages

The CWA Unit agrees to accept an across-the-board, wage reduction of three-quarters of one percent (.75%) for the 2021 fiscal year (July 1, 2020 through June 30, 2021). The first pay period of the 2021 fiscal year was effective on June 22, 2020, therefore the employees in the CWA agree to accept the voluntary wage reduction beginning on that date.

Health Insurance Premiums

As a result of the savings gained from the voluntary wage reductions, above, there will be no increase in the CWA Unit employees’ percentage of health insurance premium contributions. This arrangement is different (i.e. more favorable) to the CWA Unit than that for other, non-bargaining unit employees. The parties agree to revisit the issue of Health Insurance Premiums for the 2022 fiscal year.

Furloughs

The CWA Unit agrees to permit the University to implement up to two (2) furlough days per month (maximum 24 furlough days for the 2021 fiscal year). The furlough would be implemented consistent with University Rule 3359-11-02.1, with the exception as to the total number of days.

Retiree Spouse and Dependent Healthcare Coverage

Effective January 1, 2021, the CWA Unit agrees to permanent discontinuation of the retiree spouse and dependent healthcare coverage benefit. This change is consistent with the discontinuation of this benefit for the non-bargaining unit University employees.

Retirement

The employees in the CWA Unit, along with other non-bargaining unit employees, were given the opportunity to retire on or before January 1, 2021 so long as they documented their intention to retire prior to June 30, 2020.

The Collective Bargaining Agreement

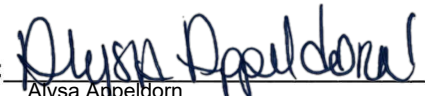
The parties agree that, with the exception of the deletion of Article 4, Section 6 as a result of the *Janus* court decision and the modification to Article 35, Section 4(A) regarding health care premium contributions, the terms and conditions contained in Collective Bargaining Agreement, effective May 1, 2019 through April 30, 2020, as was mutually extended through June 30, 2020, shall remain in place for the duration of the this MOU and that said agreement will remain in full force and effect until midnight on June 30, 2021. The parties agree to follow Article 36, Duration, to negotiate a successor agreement. .

This MOU and Collective Bargaining Agreement are contingent on the ratification by the CWA Bargaining Unit and the approval of the University Board of Trustees.


IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be made effective this 6 day of July, 2020.


Recommended by:  Date: 07/06/2020
Mark G. Stasitis
THE UNIVERSITY OF AKRON

By:  Date: 07/06/2020
M. Celeste Cook

Witness:  Date: 07/06/2020
Alysa Appeldorn

THE COMMUNICATIONS WORKERS OF AMERICA, LOCAL 4302

By:  Date: 7/3/2020

Witness:  Date: 7/3/2020

THE UNIVERSITY OF AKRON

RESOLUTION 7-2-20

Approval of the Collective Bargaining Agreement between The University of Akron and the Communications Workers of America, Local 4302 (Staff Bargaining Unit)

WHEREAS, The University of Akron (the “University”) and the Communications Workers of America, Local 4302, Staff Bargaining Unit, (the “SBU Unit”) (collectively the “Parties”) entered into a Collective Bargaining Agreement (“CBA”) with an effective term of May 1, 2016 through April 30, 2020; and

WHEREAS, The Parties executed two contract extensions, extending the terms of the CBA until June 30, 2020; and

WHEREAS, The negotiating teams for the Parties have reached agreement on a Memorandum of Understanding (attached), which will extend the term of the CBA until June 30, 2021 and will modify other terms and conditions of the CBA during the term of extension; and

WHEREAS, This Memorandum of Understanding has been approved by a majority vote of the SBU Unit membership; Now, Therefore,

BE IT RESOLVED, That the proposed Memorandum of Understanding presented by the University’s negotiating team, agreed to by a majority vote of the SBU Unit membership, and containing all of the tentative agreements and memoranda of understanding reached between the respective negotiating committees of the University and the SBU Unit is approved by the Board of Trustees of The University of Akron for a term effective July 1, 2020 through June 30, 2021, and that the Vice President and General Counsel is authorized to execute the necessary documents to effectuate the Agreement on behalf of the Board of Trustees.

M. Celeste Cook, Secretary
Board of Trustees

July 15, 2020

Memorandum of Understanding

The University of Akron (“University”) and the Communications Workers of America, Local 4302 (“CWA”), agree that, except otherwise provided below, for a one (1) year period, beginning on July 1, 2020 and ending June 30, 2021, for the bargaining unit certified by the State Employment Relations Board (SERB) on March 14, 2013 in Case No. 2012-REP-10-0115 (aka the “SBU Unit”), as follows:

On January 30, 2020, the International Health Regulations Emergency Committee of the World Health Organization (WHO) declared the outbreak of COVID-19 a public health emergency and on March 9, 2020, Governor Mike DeWine issued executive order 2020-01D, declaring a State of Emergency.

As a result of the Governors reduction in state funding for fiscal year 2020, as well as the projected reduction in state funding for fiscal year 2021, and other financial losses resulting from the COVID-19 pandemic, the University projects a revenue shortfall of approximately \$65 million for fiscal year 2021.

Recognizing the University’s current financial situation, and to assist the University with the budget shortfall, and in sharing the sacrifice of non-bargaining unit University employees, the SBU Unit agrees to the following regarding wages and other terms and conditions of employment.

Wages

The SBU Unit agrees to accept an across-the-board, wage reduction of one percent (1%) for the 2021 fiscal year (July 1, 2020 through June 30, 2021). The first pay period of the 2021 fiscal year was effective on June 22, 2020, therefore the employees in the SBU unit employees agree to accept the voluntary wage reduction beginning on that date.

Health Insurance Premiums

As a result of the savings gained from the voluntary wage reductions, above, there will be no increase in the SBU Unit employees’ percentage of health insurance premium contributions. This arrangement is different (i.e. more favorable) to the SBU Unit than that for other, non-bargaining unit employees. The parties agree to revisit the issue of Health Insurance Premiums for the 2022 fiscal year.

Furloughs

The SBU Unit agrees to permit the University to implement up to two (2) furlough days per month (maximum 24 furlough days for the 2021 fiscal year). The furloughs would be implemented consistent with University Rule 3359-11-02.1, with the exception as to the total number of days.

Retiree Spouse and Dependent Healthcare Coverage

Effective January 1, 2021, the SBU Unit agrees to the permanent discontinuation of the retiree spouse and dependent healthcare coverage benefit. This change is consistent with the discontinuation of this benefit for the non-bargaining unit University employees.

Retirement

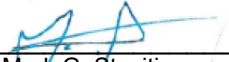
The employees in the SBU Unit, along with other non-bargaining unit employees, were given the opportunity to retire on or before January 1, 2021 so long as they documented their intention to retire prior to June 30, 2020.

The Collective Bargaining Agreement

The parties agree that, with the exception of the deletion of Article 2, Section 6 as a result of the *Janus* court decision and the modification to Article 34 (Insurance) regarding health care premium contributions, the terms and conditions contained in Collective Bargaining Agreement, effective May 1, 2019 through April 30, 2020, as was mutually extended through June 30, 2020, shall remain in place for the duration of the this MOU and that said agreement will remain in full force and effect until midnight on June 30, 2021. The parties agree to follow Article 35, Duration, to negotiate a successor agreement.

This MOU and Collective Bargaining Agreement are contingent on the ratification by the SBU Bargaining Unit and the University Board of Trustees.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be made effective this 6 day of July, 2020.

Recommended by:  Date: 07/06/2020
Mark G. Stasitis


THE UNIVERSITY OF AKRON

By:  Date: 07/06/2020
M. Celeste Cook

Witness:  Date: 07/06/2020
Alysa Appeldorn

THE COMMUNICATIONS WORKERS OF AMERICA, LOCAL 4302

By:  Date: 7/3/2020

Witness:  Date: 7/3/2020

THE UNIVERSITY OF AKRON

RESOLUTION 7-3-20

Approval of the Collective Bargaining Agreement Between The University of Akron and the Fraternal Order of Police/Ohio Labor Council, Inc.

WHEREAS, The University of Akron (the "University") and Fraternal Order of Police/Ohio Council, Inc., (the "FOP") (collectively the "Parties") entered into a Collective Bargaining Agreement ("CBA") with an effective term of July 1, 2016 through June 30, 2020; and

WHEREAS, The Parties executed a Bargaining Extension on May 20, 2020, which extended the term of the CBA until June 30, 2020; and

WHEREAS, The negotiating teams for the Parties have reached agreement a Tentative Agreement (attached), which will extend the term of the CBA until June 30, 2021 and will modify other terms and conditions of the CBA during the term of the extension; Now, Therefore,

BE IT RESOLVED, That the proposed Tentative Agreement presented by the University's negotiating team, and containing all of the agreements and memoranda of understanding reached between the respective negotiating teams for the University and the FOP is approved by the Board of Trustees of The University of Akron, subject to ratification by the membership of the FOP; and

BE IT FURTHER RESOLVED, That the Vice President and General Counsel is authorized to execute the necessary documents to effectuate the Agreement on behalf of the Board of Trustees; and

BE IT FURTHER RESOLVED, That if the membership of the FOP does not ratify the attached Memorandum of Understanding, this resolution shall become null and void and be of no further effect.

M. Celeste Cook, Secretary
Board of Trustees

July 15, 2020

THE UNIVERSITY OF AKRON

RESOLUTION 7-4-20

Approval of an Extension to The Collective Bargaining Agreement Between
The University of Akron and the Akron Chapter, American Association of University Professors

WHEREAS, The University of Akron (the “University”) and the Akron Chapter-American Association of University Professors (the “Akron Chapter-AAUP”) (collectively the “Parties”) entered into a Collective Bargaining Agreement (the “CBA”), with an effective term of July 1, 2015 through December 31, 2020; and

WHEREAS, The negotiating teams for the Parties have reached a tentative agreement (attached), which will extend the term of the CBA until December 31, 2021 and will modify other terms and conditions of the CBA during the term of extension; Now, Therefore,

BE IT RESOLVED, That the proposed tentative agreement presented by the University’s negotiating team, and containing all of the agreements and memoranda of understanding reached between the respective negotiating teams for the University and the Akron Chapter-AAUP, is approved by the Board of Trustees of The University of Akron, subject to ratification by the membership of the Akron Chapter-AAUP by no later than August 3, 2020; and

BE IT FURTHER RESOLVED, That the Vice President and General Counsel is authorized to execute the necessary documents to effectuate the Agreement on behalf of the Board of Trustees; and

BE IT FURTHER RESOLVED, That if the membership of the Akron Chapter-AAUP does not ratify the attached Memorandum of Understanding by 11:59 p.m. on August 3, 2020, this resolution shall become null and void and be of no further effect.

M. Celeste Cook, Secretary
Board of Trustees

July 15, 2020

AAUP TENTATIVE AGREEMENTS FOR RATIFICATION

The parties have agreed to certain language clean-up and clarifications which are deemed to not be substantive and are attached as Exhibit A.

ARTICLE 4 ASSOCIATION RIGHTS

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 shall provide the following to the Akron AAUP:
- office and storage space exclusively for the use of the Akron-AAUP, and non-exclusive conference room space, as well as a telephone line, computer line and access to the University's secured network, all as consistent with what the University has provided immediately prior to the effective date of this Agreement.
- C. 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 BUF members, upon presentation of a signed, written deduction authorization by the BUF member. 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. ~~The University shall deduct from each employee covered by this Agreement who is not a member of the Akron-AAUP a fair share fee, consistent with the Akron-AAUP's lawful assessment, such assessment not to exceed the amount of the regular union dues paid by members of the Akron-AAUP. Payments by members of the bargaining unit holding religious objections shall be governed by Section 4117.09(C) of the Ohio Revised Code.~~ All deductions, together with an alphabetical list of names of members of the Akron-AAUP bargaining unit whose dues or ~~fair share~~ fees 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.
- D. An electronic copy of this Agreement in .pdf format will be provided to the Akron-AAUP.

ARTICLE 10
GOVERNANCE

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

A. President

In recognition of the legitimate concerns and interests of bargaining unit faculty and their bargaining unit representative, the Akron-AAUP, when the University selects a President, the following shall occur.

1. Prior to the invitation for nominations or applications of candidates, the Akron-AAUP shall have the opportunity to meet with the presidential advisory and screening sub-committee of the Board of Trustees to provide input concerning the proposed criteria, process and scheduling for the search for the president, and to submit suggested criteria and direction to be provided to any third-party search firm.
2. A presidential search committee shall be formed which shall include at least, the Board of Trustees and the President of the Akron-AAUP. If any other non-Board of Trustees non-AAUP university constituency group has more than one representative on the presidential search committee, the AAUP shall have at least equal representation as any other university constituency group. All members of the search committee shall:
 - Participate equally in the search process, including with respect to asking questions of interviewees, discussing the strengths and weaknesses of candidates, and forwarding candidates through rounds of screenings;
 - Have access to all presidential search materials, documents and information;
 - Be included in all presidential search committee discussions held to evaluate the candidates.
3. The search committee shall recommend by consensus those individual(s) to be considered for employment as president by the Board of Trustees.
4. Members of the search committee who are not members of the Board of Trustees shall be required to execute a confidentiality agreement as a condition of participating on the search committee. The confidentiality agreement will relate to what occurs in the process. Participants may disclose their reasons for support or non-support for the chosen candidate so long as the reasons stated

don't divulge something that occurred within the process or the reasons stated are based upon publicly available information. Participants may not disclose the names of any other candidates.

5. The final successful candidate shall be approved by a formal vote of the Board of Trustees at a public meeting.
6. The President of the Akron-AAUP shall, upon request, receive one (1) three-credit hour course release per presidential search, the timing of which shall be subject to the approval of the Provost and the appropriate Dean.

B. Senior Vice President and Provost

In recognition of the legitimate concerns and interests of bargaining unit faculty and their bargaining unit representative, the Akron-AAUP, when the University selects either a Provost or President, the following shall occur: bargaining unit shall participate in that selection through a subcommittee composed of regular full-time non-administrative faculty, who shall have the opportunity to discuss orally with the full Board in executive session, their collective views with respect to each finalist candidate. This subcommittee shall include three (3) representatives selected by the Akron-AAUP.

1. Prior to the invitation for nominations or applications of candidates for Provost, the Akron-AAUP shall have the opportunity to provide input concerning the proposed criteria, process and scheduling for the search and to submit suggested criteria and direction to be provided to any third-party search firm.
2. The search committee shall include a representative of the Akron-AAUP.
3. The Akron AAUP representative shall be required to execute a confidentiality agreement the same as any executed by other members of the search committee who are not members of the Board of Trustees (substantially in the same form as the one used in the current Provost search) as a condition of participating on the search committee. The confidentiality agreement will relate to what occurs in the process. Participants may disclose their reasons for support or non-support for the chosen candidate so long as the reasons stated do not divulge search committee deliberations or the reasons stated are based upon publicly available information. Participants may not disclose the identities of any other candidates not otherwise publicly disclosed.
4. The search committee will review the candidates and interview semifinalist candidates confidentially off-site. The search committee will, by consensus, advance to the President the names of two to three individuals to be considered for the position of Provost.

5. Three Akron-AAUP members chosen by the Akron-AAUP will be given the opportunity to provide their collective views on the finalist candidates to the Board of Trustees in executive session.

ARTICLE 13
REAPPOINTMENT, TENURE AND PROMOTION

A PREVIOUS MOU ATTACHED AS EXHIBIT B WILL BE INCORPORATED IN TO THE NEW CBA.

Section 2. Eligibility

C. Tenure

3. Regular Application for Tenure

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

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

(ii) is called to active military duty;

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

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

ARTICLE 15
RETRENCHMENT

[NEW SECTION 13]

Section 13. Furloughs

Furloughs of BUF members are permissible under any of the following circumstances:

- A. If the campus is unexpectedly shut down for two (2) weeks or more
 - 1. Teaching BUF members may be furloughed for the duration of the shutdown if the courses they are assigned to teach cannot adequately be taught by distance learning and there is insufficient work for them to do. If a BUF member's courses are cancelled and there is insufficient work for them to do, they may be furloughed for the remainder of the semester; and
 - 2. Non-teaching BUF members may be furloughed for up to sixteen weeks during the shut-down if there is insufficient work for them to do.

- B. If, as a result of a sudden and substantial decrease in student enrollment caused by dangers to health or safety,
 - 1. Teaching BUF members' assigned courses are not needed and there is insufficient work for them to do, they may be furloughed for up to sixteen weeks; or
 - 2. Non-teaching BUF members' services are not needed, they may be furloughed for up to sixteen weeks.

BUF members shall be given at least two weeks' notice of any furlough.

ARTICLE 16
COMPENSATION

SECTION 1 REPLACES THE CURRENT LANGUAGE IN SECTION 1(A)-1(E).

Section 1. Temporary Salary Reductions

Each bargaining unit member with an annual salary greater than \$50,000 will be subject to the following temporary base salary reductions effective from July 1, 2020 to June 30, 2021:

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

ARTICLE 17
BENEFITS

Section 1. Insurance Benefits

[SECTION 1(A) IS REMOVED BECAUSE IT WAS FOR THE TIME PERIOD THROUGH 2016. SECTION 1(B) APPLIED TO THE REMAINING YEARS OF THE CBA. SECTION 1(B) IS NOW SECTION 1(A) AND MODIFIED TO COVER NEW TIME PERIOD.]

A.B. From ~~July~~ January 1, ~~2020~~ 2017 through December 31, ~~2020~~ 2021, the University will provide bargaining unit faculty with medical and pharmacy benefit plans as set forth in Attachment # 2. The other benefits provided to bargaining unit faculty (dental, vision, life, employee assistance and long- and short-term disability) will remain the same as described in Attachment # 1. With respect to the summary description set out in Attachment No. 2, the actual Plan document is written in much more technical and precise language. If the non-technical language of the Summary Plan Description in Attachment No. 2 and the technical language of the Plan document conflict, the language of the Plan document shall govern. 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.

[FORMER SECTION 1(C) TO BE REPLACED AS BELOW]

B. Employee Contributions for 2021

There shall be no changes in employee contributions for the remainder of the 2020 calendar year. From January 1, 2021 through December 31, 2021, bargaining unit faculty will offset the cost of insurance benefits set out in paragraph A and through payroll deduction in the following amounts:

2021 Annual Employee Contribution for Medical Insurance

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

From July 1, 2020 through December 31, 2021, the employee contribution percentage for coverage under the Blue Plan (PPO 75%) will be so that the University's portion of the premium equivalency rate is equal for the Gold and Blue Plans.

[FORMER SECTION 1(D) TO BE REPLACED AS BELOW]

C. Dental Employee Contributions for July 1, 2020 through December 31, 2021

Employees will contribute 15% of the premium for their selected tier of dental coverage.

DE. Retiree Spouse and Dependent Healthcare Coverage

Through December 31, 2020, for all bargaining unit faculty members who were hired prior to January 1, 1992 and who retire from the University and begin to collect their state public pension and who have at least ten (10) consecutive full-time service years at the University immediately prior to retirement, their spouses and dependents eligible for insurance when the retiree's health insurance coverage was terminated by the University shall receive medical and prescription drug benefits (Gold Plan only) which are substantially equivalent substantively to such benefits received by the spouses and dependents of active bargaining unit faculty. The contribution to monthly premium will be the same as the average contribution percentage for active employees participating in the Gold Plan (15% in 2016, 16% in 2017, 17% in 2018, 18% in 2019, and 19% in 2020). However, bargaining unit faculty who were hired after September 13, 1977, and retire after December 31, 2010 will receive no life insurance benefits.

Effective January 1, 2021, the Parties have not agreed what, if any, retiree spouse and dependent healthcare coverage the University will provide. The Parties have agreed to submit this issue to binding arbitration.

ED. Initiation of Benefits Coverage

Newly hired bargaining unit faculty members and their eligible spouse and/or eligible dependents, as applicable, shall be entitled to the benefits provided in this section beginning the first day of the month following their date of hire.

FE. Spousal Eligibility

Spouses with access to subsidized health coverage through their own place of employment, where the employer contributes at least 50% or more of the

cost, are restricted to secondary University coverage allowance at full employee cost for the same.

G.H. Section 125 Plan – Flexible Spending Accounts

The University shall maintain substantially equivalent substantive Section 125 Plans for the duration of this Agreement, including flexible spending accounts ("FSAs") for unreimbursed, out-of-pocket medical expenses ("Health FSA") and work-related dependent care expenses (including day care and elder care) ("Dependent Care FSA"). The maximum contribution to an employee's Flexible Spending Accounts for ~~2016-2021~~ shall be ~~\$5,000 for Dependent Care FSAs and \$2,500 for Health FSAs, provided, however, that the maximum amount shall continue to be consistent with federal law. Beginning with the 2017 plan year and for the duration of this Agreement, the maximum amount shall be~~ the maximum allowed under federal law.

1. Deadline to Use Dependent Care FSA Funds and Submit Dependent Care FSA Claims

For all plan years, Dependent Care FSAs funds for a plan year must be used by March 15th of the following year. Dependent Care FSAs have a run-out period of 90 days. This means that claims incurred before the plan year ends can be submitted until March 31st of the following year (March 30th in leap years).

2. Deadline to Use Health FSA Funds and Submit Health FSA Claims.

~~For the 2016 plan year, unused Health FSA funds as of December 31, 2016 may be used through March 15, 2017. These claims must be submitted by the end of the run-out period on March 31st (March 30th in leap years).~~

~~Starting with the plan year beginning 1/1/2018, Health FSA funds must be used for expenses incurred within the calendar year, except that Health FSAs will allow for the carryover of \$500 unused funds remaining at the end of the prior 2017 plan year. Claims must be submitted by March 31st (March 30th in leap years) for expenses incurred in the calendar year. Pursuant to this change, participants in Health FSAs will no longer have a 75-day grace period to utilize unused funds after the plan year ends. In other words, Health FSA funds deposited during the 2017 calendar year must be used by December 31, 2017, except that funds up to \$500 may be~~

~~carried over into the 2018 plan year. This change applies to only Health FSAs and does not apply to Dependent Care FSAs.~~

Section 2. Leaves of Absence

C. Family and Medical Leave

Modify the last paragraph as follows:

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

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

...

~~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 which will run concurrently with any available FMLA leave.~~

Gf. Parental ternity Leave

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

A bargaining unit faculty member who ~~is~~ experiences a Parental Leave Event on active pay status upon either her own delivery or a pregnant spouse's delivery is granted ~~, within one hundred and eighty (180) days of~~

~~the delivery,~~ twenty (20) working days of paid ~~paternity-parental~~ leave which will not be taken from sick days, but which will run concurrently with any available FMLA leave. Parental leave may be used at any time, so long as it is used within 180 days of the Parental Leave Event.

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

H. BirthingMaternity Leave

Upon delivery, a pregnant bargaining unit faculty member who is on active pay status shall, in the ordinary course of recovering from either a vaginal birth without complication, be entitled to use up to six (6) weeks of paid sick leave, or if a vaginal birth with complication as verified by a physician or cesarean birth, be entitled to use up to eight (8) weeks of paid sick leave, as long as the employee has accrued the requisite amount of sick leave, and if less, then shall be entitled, to use such lesser amount. In any event, the use of such sick leave shall be at the employee's option to use however much sick time as the employee deems appropriate. If, upon delivery of the child, the employee is not in pay status, but becomes in pay status within six (6) weeks, in the case of a vaginal birth without complication, or eight (8) weeks, in the case of a vaginal birth with complication as verified by a physician or cesarean birth, the employee shall be entitled to use accrued paid sick leave upon being in pay status for the remainder of the six (6) or eight (8) week period, as applicable. ~~In any event, after using (or not using) such sick leave, the employee is granted twenty (20) working days of paid Maternity Leave not taken from sick days.~~ In addition to the paid birthingmaternity leave, such bargaining unit faculty member who thereafter is physically unable to perform her duties may elect paid sick leave on the same terms that sick leave is available for any other illness, injury, or disability.

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

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

I. Responsibility of the University to find replacement.

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

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

Section 4. Appointment, Reappointment, and Promotion

A. All NTT faculty initial letters of appointment or subsequent letters of reappointment will contain the specific duties assigned to them. Each faculty member's load will be made up of one or more of the following: including sharing expertise with students, teaching, instructional support scholarship, and, service or research activities. It is expected that the bulk of their duties will be sharing expertise with and/or teaching students. The appointment and reappointment letter shall specify the term of employment, and shall be approved by the dean, in consultation with the academic unit administrator/chair/director.

1. Service or administrative activities of a recurring or short-term but time-intensive nature shall receive workload credit and/or a stipend. Examples of such activities include coordinating/directing a program, serving as an academic advisor to a substantial number of students, overseeing program accreditation report writing, and overseeing curriculum review. Accordingly, no NTT faculty member shall be compelled to engage in service or administrative activities of a recurring nature or short-term but time-intensive nature without the faculty member receiving workload credit and/or a stipend.
2. All NTT faculty, including those who are on a 100% teaching contract, are free to engage in service or scholarly activities on a voluntary basis. Faculty participation in duties not described in the letter of appointment shall not in itself lead to negative merit or retention/promotion decisions.

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

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G. NTT faculty ~~promoted members at the~~ to-professorial rank shall be appointed for a five (5) year fixed-term ~~renewable appointment~~ and reappointed for

successive five (5) year terms unless with a presumption that the BUF member will be reappointed unless his or her performance is has been previously documented to be unsatisfactory or the University's needs have changed position is being eliminated because it is no longer needed. During the term of such appointments, the BUF member may be terminated only for just cause and by means of due process pursuant to Article 14. During the term of such appointments, the academic unit administrator chair/director will shall annually provide the BUF member with written feedback on their performance in memorandum form distinct from the annual merit evaluation. The BUF member shall have the opportunity to respond to all written feedback.

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

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

Section 5. Reappointment and Promotion Process

A. Except as otherwise provided in this Article, aAll academic units shall follow the University-wide procedures for reappointment and promotion in Article 13, Section 6. B-F8 and adhere to the timelines set forth below when conducting a performance evaluation, or considering a reappointment or promotion application.

. . . .

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

[ADD A NEW SECTION 6 AND RE-NUMBER THE EXISTING SECTIONS ACCORDINGLY.]

Section 6. Extending the Promotion Clock

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

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

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

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

ARTICLE 33
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, retroactive for compensation purposes, to July 1, ~~2014~~2020, and shall continue in full force and effect through December 31, ~~2020~~2021, 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 earlier than July 1, 2020-2021 and not later than one hundred twenty (120) days prior to the expiration date of the Agreement (or subsequent annual anniversary of such date). The University and Akron-AAUP will attempt to agree in advance as to who shall be the mediator/fact-finder.

[ALL NEW]
MEMORANDUM OF UNDERSTANDING
REGARDING JULY 2020 REDUCTION IN FORCE

THIS MOU RESOLVES THE PENDING CHAPTER GRIEVANCE REGARDING FORCE MAJEURE UNDER ARTICLE 15 SECTION 12 WHEREBY THE GRIEVANCE IS WITHDRAWN WITH PREJUDICE AS TO THE JULY 2020 LAYOFFS BUT WITHOUT PREJUDICE AS TO ANY FUTURE LAYOFFS OR THE INTERPRETATION OR APPLICATION OF SECTION 12.

For all bargaining unit members who are reduced in force by Board of Trustees' action in July 2020 (attached as Exhibit C):

1. Article 15, (Retrenchment), Section 9 and Section 10 of the current Collective Bargaining Agreement shall apply.
2. The University shall forgive all, and therefore seek no repayment of any, compensation paid to reduced in force BUF after July 1, 2020 that is an overpayment as a result of any wage reduction that becomes effective for the 2020-2021 year.
3. The effective date of the reduction in force shall be the date of the Board of Trustees' action, with a separation date of August 21, 2020, which is the qualifying date for COBRA purposes. The University will provide medical and dental insurance coverage for the period from the date of the Board of Trustees' action in July 2020 through August 21, 2020. The University will pay both the University and employee portions of the premium for this time period.
4. All bargaining unit members who are laid off (as a result of a reduction in force) by Board of Trustees action in July 2020 or who chose instead to: (a) retire; (b) agree to a furlough followed immediately by retirement; or, (c) otherwise retire pursuant to Article 16, Section 11, shall receive a lump sum payment equal to \$1,200 for each year of service completed with the University, up to a maximum of \$12,000 (subject to any applicable withholdings, but not as compensation for STRS/ARP purposes) as consideration for signing a general release. This payment shall be attributed to the last day of employment with the University.
5. Pursuant to Article 16, Section 11, the University and any BUF who becomes eligible to retire during the 2020-2021 academic year may be furloughed from September 1, 2020 through the end of the month in which the BUF reaches age 65 and the University will provide medical and dental coverage on the same terms and conditions as active employees through December 31, 2020, and the BUF shall be responsible for the entire

7-14-20

premium through the Spring 2021 semester. Any such agreement must be consummated prior to August 3, 2020. The University will not contest unemployment benefits for BUF furloughed under this provision.

EXHIBITS

EXHIBIT A – AGREED-UPON “CLEAN-UP” CORRECTIONS TO PREVIOUS CONTRACT

EXHIBIT B – MOU REGARDING ARTICLE 13, YEARS 2/3/5

EXHIBIT C – LIST OF FACULTY SUBJECT TO JULY 2020 REDUCTION IN FORCE FROM BOT MEETING

N:\GL016 - AAUP-University of Akron\064 - 2020 Review of University's Finances\Ratification\Changes to CBA for Ratification - Final 7-14-20.docx

THE UNIVERSITY OF AKRON

RESOLUTION 7-5-20

Pertaining to Personnel Actions

BE IT RESOLVED, that the Personnel Actions recommended by President Gary L. Miller, dated July 15, 2020, as attached, be approved as amended.

M. Celeste Cook, Secretary
Board of Trustees

July 15, 2020

<u>Name</u>	<u>Job/Dept/Job Function</u>	<u>Effective Date</u>	<u>Salary/Term</u>	<u>Comments</u>
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EMPLOYEE SEPARATIONS

Office of Athletics

Separation

Adcock, Brianne R.	Administrative Assistant/Office of Student Athlete Academic Services/Staff	06/02/20	\$12.72 hourly	Resignation
Banfield, Jordon	Assistant Baseball Coach/Office of Athletics/Contract Professional	05/29/20	\$30,000.00 12 mo	Resignation
Butler, Sheryl A.	Administrative Assistant/Office of Athletics/Staff	12/31/20	\$23.25 hourly	Retirement
Mattar, Hannah	Assistant Women's Swim Coach/Office of Athletics/Contract Professional	07/04/20	\$40,000.00 12 mo	Resignation
McKinney, Daniel	Assistant Baseball Coach/Office of Athletics/Staff	06/05/20	\$576.92 biweekly	Resignation
Modkins, Jett	Football Assistant/Office of Athletics/Staff	05/22/20	\$8.70 hourly	Resignation
O'Connor, Kevin G.	Equipment Manager/Office of Athletics/Staff	12/31/20	\$2,301.55 biweekly	Retirement
Pearson, Chad	Strength & Conditioning Coach-Football/Office of Athletics/Contract Professional	08/02/20	\$90,250.00 12 mo	Resignation
Pomije, Miranda	Assistant Athletics Trainer/Office of Athletics/Contract Professional	05/31/20	\$36,771.00 12 mo	Resignation
Rex, Kathleen	Administrative Assistant Senior/Office of Athletics/Staff	06/30/20	\$26.77 hourly	Retirement
Roberts, Julie M.	Administrative Assistant/Office of Athletics/Staff	06/30/20	\$22.02 hourly	Retirement
Trainor, David	Head Men's Golf Coach/Office of Athletics/Contract Professional	08/31/20	\$75,267.00 12 mo	Non-renewal

Office of Academic Affairs

Separation

Biller, Deborah	Departmental Systems Administrator/Student Financial Aid/Staff	08/31/20	\$26.38 hourly	Retirement
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Dixon, Tamra J.	Administrative Assistant/Military Science & Leadership/Staff	06/30/20	\$23.57 hourly	Retirement
Gates, Jonathan P.	Admissions Counselor/Admissions/Contract Professional	05/29/20	\$36,771.00 12 mo	Resignation
Stafford, Erika	Admissions Counselor/Medina County University Center/Contract Professional	07/24/20	\$36,771.00 12 mo	Resignation

Division of Student Affairs

Separation

Babb, Nicole	Interpreter/Office of Accessibility/Staff	05/24/20	\$36.00 hourly	Resignation
Gimmarco Jr., Joseph	Assistant Director, Student Union Operations/Student Life/Contract Professional	07/17/20	\$41,499.00 12 mo	Resignation
Kaplan, Mary Anne	Nurse Practitioner/Health Services/Staff	05/31/20	\$41.39 hourly	Resignation
Morgan, Carrie	Interpreter/Office of Accessibility/Staff	05/20/20	\$36.00 hourly	Resignation
Nichols, Megan	Registered Nurse/Health Services/Staff	07/21/20	\$26.00 hourly	Resignation
Olson, Alma E.	Nurse Practitioner, Health Services/Health Services/Contract Professional	09/30/20	\$87,695.00 12 mo	Retirement

Vice President, Finance & Administration/CFO

Separation

Kouri, Lawrence	Police Officer II/University Police Department/Staff	08/01/20	\$33.77 hourly	Retirement
McElfresh, Stephanie	Manager, Financial Research Administration/Associate Vice President & Controller/Contract Professional	07/16/20	\$56,050.00 12 mo	Resignation
Pastor, Debbie	Manager, Production/Printing Services/Staff	12/31/20	\$1,921.75 biweekly	Retirement
Stakleff, Alex	Environmental & Occupational Health Specialist; Assistant Radiation Safety Officer/Environmental & Occupational Health & Safety/Staff	12/31/20	\$2,786.20 biweekly	Retirement

Vice President, Development**Separation**

Perduyn, Margaret E.	Assistant Vice President, Corporate Foundation Relations/Department of Development/Contract Professional	12/31/20	\$109,633.00 12 mo	Retirement
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Office of Capital Planning & Facilities Management**Separation**

Bloom, John	Residence Life Housing Facilities Worker/Physical Facilities Operation Center/Staff	12/31/20	\$12.51 hourly	Resignation
Campbell Jr., Robert M.	Master HVAC Technician Certified/Physical Facilities Operation Center/Staff	12/31/20	\$24.14 hourly	Retirement
Meier, Matthew S.	Master Groundskeeper Certified/Physical Facilities Operation Center/Staff	12/31/20	\$19.74 hourly	Retirement
Murray, Michael K.	Master Plumber Certified/Physical Facilities Operation Center/Staff	06/30/20	\$24.28 hourly	Retirement

Vice President & General Counsel**Separation**

Messner, Sharon	Legal Assistant, Litigation/Vice President & General Counsel/Staff	12/31/20	\$30.30 hourly	Retirement
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Vice President, Chief Communications & Marketing**Separation**

Bracher, Nancy	Manager, Publications/University Communications & Marketing/Contract Professional	12/31/20	\$61,885.00 12 mo	Retirement
Dignan Weir, Joette	Manager, Editorial Services/University Communications & Marketing/Contract Professional	12/31/20	\$56,351.00 12 mo	Retirement
Harwell, Jeffrey S.	Senior Graphic Designer; Member, General Faculty/University Communications & Marketing/Contract Professional	12/31/20	\$61,097.00 12 mo	Retirement

Nypaver, David	Director, Presidential Communication/University Communications & Marketing/Contract Professional	12/31/20	\$76,397.00 12 mo	Retirement
Watts, Janet	Administrative Assistant Sr/University Communications & Marketing/Staff	10/31/20	\$23.56 hourly	Retirement

Office of Information Technology Services

Separation

Vorhies, John	Computer Store & Technical Support Manager/Hardware, Operations & Operating Systems Services/Contract Professional	07/24/20	\$42,339.00 12 mo	Resignation
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Buchtel College of Arts & Sciences

Separation

Barnes, Edith S.	College Program Specialist/Buchtel College of Arts & Sciences, Office of the Dean/Staff	12/31/20	\$32.94 hourly	Retirement
Bolois, Janet L.	Manager, Marketing & Events Bliss Institute/Bliss Institute/Contract Professional	06/30/20	\$43,362.00 12 mo	Resignation
Cox, Christopher	Assistant Professor, Communication & Converged Media/School of Communication/Faculty (BUF)	05/16/20	\$60,000.00 9 mo	Resignation
Ducharme, Howard M.	Professor, Philosophy; Intellectual Property Center Fellow/Department of Philosophy/Faculty (BUF)	05/31/20	\$112,694.00 9 mo	Retirement
Hennessy, Lisa	Department Administrative Assistant/Dance, Theatre & Arts Administration/Staff	06/19/20	\$12.60 hourly	Resignation
Ifill, Valerie	Assistant Professor, Dance/Ballet/Dance, Theatre & Arts Administration/Faculty (BUF)	05/16/20	\$60,000.00 9 mo	Resignation
Juscak, Sylvia D.	Administrative Assistant/Department of Philosophy/Staff	08/31/20	\$24.34 hourly	Retirement

LiCause, Joy	Administrative Assistant/Department of Applied General & Technical Studies/Staff	06/30/20	\$21.98 hourly	Retirement
McCann, Peggy A.	College Program Specialist/LeBron James Family Foundation School of Education/Staff	12/31/20	\$29.23 hourly	Retirement
Reese, Roberta A.	Computer Support Assistant/LeBron James Family Foundation School of Education/Staff	06/30/20	\$26.77 hourly	Retirement
Sorrent Jr., Dominick T.	Graphic Design Instructional Support/School of Art/Staff	12/31/20	\$18.76 hourly	Retirement
Tessier, Claire	Professor, Chemistry/Department of Chemistry/Faculty (BUF)	08/21/20	\$130,232.00 9 mo	Retirement
Vakil, Shernavaz	Professor, Education/LeBron James Family Foundation School of Education/Faculty (BUF)	07/31/20	\$86,621.00 9 mo	Resignation

College of Business Administration

Separation

Blieler, Kevin E.	Assistant Professor of Practice, Management/Department of Management/Faculty (BUF)	05/17/20	\$56,313.00 9 mo	Resignation
Casey, Debbie	Student Services Counselor/Department of Management/Staff	07/31/20	\$23.54 hourly	Retirement
Conrad, Edward	Associate Professor, Accounting/George W. Daverio School of Accountancy/Faculty (BUF)	06/30/20	\$150,571.00 9 mo	Retirement
Daugherty, Terry	Assistant Dean & Director, Graduate Programs; Associate Professor, Marketing/Department of Marketing/Faculty	06/30/20	\$153,000.00 12 mo	Resignation
Figler, Robert	Associate Professor, Management/Department of Management/Faculty (BUF)	07/31/20	\$117,144.00 9 mo	Retirement
Jarvis, Deloris L.	Secretary/College of Business Administration, Office of the Dean/Staff	12/31/20	\$14.58 hourly	Retirement

Stott, Nancy S.	Administrative Assistant/George W. Daverio School of Accountancy/Staff	12/31/20	\$22.11 hourly	Retirement
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College of Engineering

Separation

Batur, Celal	Professor, Mechanical Engineering/Department of Mechanical Engineering/Faculty (BUF)	07/31/20	\$173,202.00 9 mo	Retirement
Bowman, Melissa J.	Coordinator, Academic Programs/School of Polymer Science & Polymer Engineering/Contract Professional	12/31/20	\$63,980.00 12 mo	Retirement
Cheung, Harry M.	Professor, Chemical, Biomolecular & Corrosion Engineering; Department Chair, Chemical, Biomolecular & Corrosion Engineering/Department of Chemical, Biomolecular & Corrosion Engineering/Faculty	06/30/20	\$178,027.00 12 mo	Retirement
Dobrynin, Andrey	Alan N Gent Ohio Research Scholar Professor, Polymer Science/School of Polymer Science & Polymer Engineering/Faculty (BUF)	06/30/20	\$178,069.00 9 mo	Resignation
Gerbetz, Stephen M.	Engineering Technician Senior/Department of Mechanical Engineering/Staff	08/31/20	\$2,249.65 biweekly	Retirement
Glen, Brian R.	Aerospace Systems Engineering Co-Op/Department of Mechanical Engineering/Staff	06/12/20	\$20.75 hourly	Resignation
Gupta, Rajeev	Assistant Professor, Chemical, Biomolecular & Corrosion Engineering/Department of Chemical, Biomolecular & Corrosion Engineering/Faculty (BUF)	08/09/20	\$89,634.00 9 mo	Resignation
Haritos, George	Professor, Mechanical Engineering/Department of Mechanical Engineering/Faculty (BUF)	07/31/20	\$235,794.00 9 mo	Retirement
Luo, Jiancheng	Research Assistant/School of Polymer Science & Polymer Engineering/Staff	07/05/20	\$12.01 hourly	Resignation

Marvel, Randall W.	Director, National Polymer Innovation Center/School of Polymer Science & Polymer Engineering/Contract Professional	12/31/20	\$87,830.00 12 mo	Resignation
Nine-Duff, Ruth N.	Senior Business Analyst/Applied Science & Technology Administration/Staff	12/31/20	\$2,100.11 biweekly	Retirement
Ohlemacher, Crittenden J.	Manager, Akron Polymer Technology Services Testing Division/School of Polymer Science & Polymer Engineering/Contract Professional	12/31/20	\$66,794.00 12 mo	Retirement
Sancaktar, Erol	Professor, Polymer Engineering/School of Polymer Science & Polymer Engineering/Faculty (BUF)	07/31/20	\$149,428.00 9 mo	Retirement
Sheppard Stafford, Shirley A.	Administrative Secretary/Department of Chemical, Biomolecular & Corrosion Engineering/Staff	12/31/20	\$22.88 hourly	Retirement
Toonen, Ryan C.	Assistant Professor, Electrical & Computer Engineering/Department of Electrical & Computer Engineering/Faculty (BUF)	07/17/20	\$92,294.00 9 mo	Resignation
Zhu, Jiahua	Associate Professor, Chemical, Biomolecular & Corrosion Engineering/Department of Chemical, Biomolecular & Corrosion Engineering/Faculty (BUF)	05/31/20	\$97,034.00 9 mo	Resignation

College of Health Professions

Separation

Folk, Betty	Administrative Assistant Sr/College of Health Professions, Office of the Dean/Staff	12/31/20	\$23.27 hourly	Retirement
Owen, Cheryl	Professor of Instruction, Nursing/School of Nursing/Faculty (BUF)	08/21/20	\$67,490.00 9 mo	Retirement

Papania, Elizabeth A.	Administrative Assistant/College of Health Professions, Office of the Dean/Staff	12/31/20	\$18.50 hourly	Retirement
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Perkowski, Marilyn	Professor of Instruction, Nursing/School of Nursing/Faculty (BUF)	08/21/20	\$89,000.00 9 mo	Retirement
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School of Law

Separation

Belsky, Martin H.	Randolph Baxter Professor, Law/Law - Instruction/Faculty	05/31/22	\$234,828.00 9 mo	Retirement
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Hrdy, Camilla A.	Associate Professor, Law/Law - Instruction/Faculty	12/18/20	\$124,644.00 9 mo	Resignation
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University Libraries

Separation

Beckham, John W.	Library Specialist; Coordinator, User Support Services/University Libraries, Research & Learning Services/Staff	05/26/20	\$18.20 hourly	Deceased
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Blevins, Betty	Computer Based Assessment & Evaluation Testing Assistant/Instructional Services/Staff	12/31/20	\$22.78 hourly	Retirement
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Farruggia, Carmella	Library Specialist/University Libraries, Access Services/Staff	12/31/20	\$26.87 hourly	Retirement
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Hilliard, James	University Records Manager/UL Archival Services/Contract Professional	12/31/20	\$46,386.00 12 mo	Retirement
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Jenkins, Valerie	Library Cataloging Specialist/UL Electronic Services/Staff	12/31/20	\$23.78 hourly	Retirement
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McDonald, Deirdre	Application Systems Analyst/Instructional Services/Staff	12/31/20	\$19.00 hourly	Resignation
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Suarez, Laracarina	Library Specialist/University Libraries, Electronic Services/Staff	12/31/20	\$13.84 hourly	Resignation
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Wayne Campus

Separation

Ackerman, Susan	Coordinator, Word Processing Center/Word Processing Center-Wayne Campus/Staff	12/31/20	\$23.58 hourly	Retirement
Ashbaugh, Jackie E.	Admissions Counselor & Coordinator, Student Activities - Wayne Campus/Student Services Administration-Wayne Campus/Contract Professional	07/31/20	\$46,021.00 12 mo	Retirement
Fink, Jane M.	Director, Counseling & Accessibility Services - Wayne Campus/Student Services Administration-Wayne Campus/Contract Professional	12/31/20	\$58,396.00 12 mo	Retirement
Frantz, Laine	Department Office Support Specialist/Student Services Administration-Wayne Campus/Staff	06/26/20	\$10.51 hourly	Resignation
Mendenhall, Susan	Academic Adviser I/Student Services Administration-Wayne Campus/Staff	05/31/20	\$17.34 hourly	Retirement
Ostroski, Sharon	Desktop Publishing Specialist/Word Processing Center-Wayne Campus/Staff	05/15/20	\$11.85 hourly	Resignation

THE UNIVERSITY OF AKRON

RESOLUTION 7-6-20

Approval to Abolish Positions

WHEREAS, On January 30, 2020, the International Health Regulations Emergency Committee of the World Health Organization (WHO) declared the outbreak of COVID-19 a public health emergency of international concern, and on January 31, 2020, the United States Health and Human Services Secretary declared a public health emergency for the United States; and

WHEREAS, On March 9, 2020, Governor Mike DeWine issued executive order 2020-01D, declaring a State of Emergency to protect the well-being of Ohio citizens from the dangerous effects of COVID-19 and to coordinate the state response to COVID-19; and

WHEREAS, On March 11, 2020, the WHO declared COVID-19 a global pandemic and on March 13, 2020, the President of the United States declared a National Emergency concerning the COVID-19 outbreak; and

WHEREAS, On May 5, 2020, Governor Mike DeWine announced that there would be significant reductions to the Ohio Department of Higher Education's fiscal year 2020 budget for the state's public colleges and universities; and

WHEREAS, As a result of the reduction in state funding for fiscal year 2020, as well as the projected reduction in state funding for fiscal year 2021 and other financial losses resulting from the COVID-19 pandemic, The University of Akron, (the "University") projected a revenue shortfall of approximately \$65 million for fiscal year 2021; and

WHEREAS, In an effort to offset a portion of the projected shortfall, the University has announced plans to reduce the administrative organization of the institution through a consolidation of the current eleven (11) college structure into five (5) academic colleges and by significantly reducing all academic and non-academic departmental budgets, including Athletics, by an average of twenty percent (20%) with reductions issued strategically and in a differential manner; and

WHEREAS, University President Gary L. Miller and all senior administrators, including the Provost, Cabinet members, and those with the title of Vice President or Dean, 2020, voluntarily have agreed to temporarily reduce their annual base wages by ten percent (10%), and the four highest compensated athletic head coaches voluntarily have agreed to temporarily reduce their annual base wages by ten or twenty percent (10% or 20%), effective July 1, 2020, through June 30, 2021; and

WHEREAS, This Board approved a resolution on May 29, 2020, authorizing the University administration to temporarily reduce the annual base wages of all non-bargaining unit staff and contract professionals, including those in the Department of Athletics, hired before April 1, 2020, and earning \$50,000 or more per year, who are not subject to an individual employment agreement, effective July 1, 2020, through June 30, 2021; and

WHEREAS, This Board approved a resolution on May 29, 2020, increasing the percentage of contribution to the health plan annual premium effective January 1, 2021, for all non-bargaining unit employees not having faculty rank, who earn more than \$50,000 per year; and

WHEREAS, This Board approved two resolutions on June 10, 2020, temporarily reducing the annual base wages, effective July 1, 2020, through June 30, 2021, and increasing the health care premiums effective January 1, 2021, for all non-bargaining unit faculty and academic administrators with faculty rank, hired before April 1, 2020, and earning \$50,000 or more per year; and

WHEREAS, On June 10, 2020, this Board also approved a resolution granting temporary spending authority for the General Fund, combined auxiliary funds, and combined sales funds budgets for July and August 2020, to allow time to develop a complete budget for fiscal year 2020-2021 as the details of the University's financial situation are clarified; and

WHEREAS, As part of developing the fiscal year 2020-2021 budget, the University administration has undertaken a review of its current classified, unclassified, trades and maintenance bargaining unit positions, staff bargaining unit positions, law enforcement bargaining unit positions, contract professional positions, non-bargaining unit faculty positions, and other positions, and has determined that 82 of these positions should be abolished due to a lack of continued need for the positions, including but not limited to the following reasons: (1) as a result of a reorganization for the efficient operation of the University; and/or (2) reasons of economy; (the list of the affected positions is attached to this resolution as Exhibit A); and

WHEREAS, Ohio Revised Code Section 3359.03 and Ohio Administrative Code Section 3359-1-01 vest authority in The University of Akron Board of Trustees to “. . . employ, fix the compensation of, and remove, the president and such number of professors, teachers, and other employees as may be deemed necessary," and to “. . . do all things necessary for the creation, proper maintenance, and successful and continuous operation of the university”; and

WHEREAS, On October 17, 2007, the Board passed Resolution No. 10-14-07, specifically authorizing the administration to propose revised or new policies and procedures applicable to classified civil service employees in accordance with House Bill 187; and

WHEREAS, The Board approved the new Ohio Administrative Code Section 3359-26-05.1 on May 29, 2020, with an effective date of June 8, 2020, as a substitute for Ohio Revised Code Section 124.321, et al. and Ohio Administrative Code Rule 124:4-41-01, et al., and to serve as the sole source for any and all policies and procedures regarding layoffs and reduction in workforce applicable to classified civil services employees at the University; and

WHEREAS, The Board approved revisions to Ohio Administrative Code Section 3359-22-01 on May 29, 2020, with an effective date of June 8, 2020, which provides the framework and guidelines for the implementation of a reduction in workforce for contract professionals, including elimination of the ability to request, as a matter of right, a hearing in response to a reduction in workforce separation; and

WHEREAS, Ohio Administrative Code Section 3359-09-02 provides a framework for academic and administrative personnel matters related to non-bargaining unit tenure-track faculty, and non-tenure-track non-bargaining unit faculty; and

WHEREAS, Article 17 of the Collective Bargaining Agreement between The University of Akron and the Communications Workers of America governs processes for layoffs and the rights of affected trades and maintenance employees, including displacement rights; and

WHEREAS, Article 8 of the Collective Bargaining Agreement between The University of Akron and the Communications Workers of America governs processes for layoffs and the rights of affected employees in the Staff Bargaining Unit, including displacement rights; and

WHEREAS, Article 10 of the Collective Bargaining Agreement between The University of Akron and the Fraternal Order of Police governs processes for layoffs and the rights of affected employees; and

WHEREAS, The University administration now recommends to the Board of Trustees that 82 positions at The University of Akron be abolished; Now, Therefore,

BE IT RESOLVED, That this Board authorizes the Associate Vice President for Human Resources/CHRO, in consultation with the Interim Chief Financial Officer, and Vice President and General Counsel, to take all necessary action to effect the abolishment of the 82 positions identified in this resolution and other related personnel actions, consistent with the requirements of employment agreements, the applicable Collective Bargaining Agreements, as well as any applicable University Rules, as contained in the Ohio Administrative Code, subject to the statutory rights of the affected employees that may arise including displacement rights of individuals affected by the abolishment of these positions; and

BE IT FURTHER RESOLVED, That employees in the abolished positions shall be afforded a notice period consistent with applicable statute, University Rules, Collective Bargaining Agreements, or in the instance of unclassified civil service employees, two weeks' notice; and

BE IT FURTHER RESOLVED, That the Board authorizes the extension of the special educational privileges through reduction of fees as authorized in Ohio Administrative Code Sections 3359-20-04.3 and 3359-26-02, as amended from time-to-time and consistent with the privilege that is then-available to similarly situated current University employees, at the time of enrollment. Employees in the abolished positions and their dependents, will be eligible to receive the then-current reduction of fees for a period not to exceed four years from the date of this resolution, to enable them to complete the degree program in which they currently are enrolled, so long as there is no break in their attendance and the student meets the applicable eligibility requirements. In addition, the Board authorizes the same reduction of fees to the affected employees and their dependents for a period of one year for those individuals enrolled to begin classes for the first time with the start of the Fall 2020 semester; and

BE IT FURTHER RESOLVED, That employees who are currently in staff and contract professional positions to be abolished who have already elected or agreed to retire or otherwise separate from service at a date certain prior to January 1, 2021, shall not be affected by this resolution, provided that such retirement or separation from service by the date of this resolution was submitted and accepted by the University on or before June 30, 2020.

M. Celeste Cook, Secretary
Board of Trustees

July 15, 2020

THE UNIVERSITY OF AKRON

RESOLUTION 7-7-20

Approval to Abolish Bargaining Unit Faculty Positions

WHEREAS, On January 30, 2020, the International Health Regulations Emergency Committee of the World Health Organization (WHO) declared the outbreak of COVID-19 a public health emergency of international concern, and on January 31, 2020, the United States Health and Human Services Secretary declared a public health emergency for the United States; and

WHEREAS, On March 9, 2020, Governor Mike DeWine issued executive order 2020-01D, declaring a State of Emergency to protect the well-being of Ohio citizens from the dangerous effects of COVID-19 and to coordinate the state response to COVID-19; and

WHEREAS, On March 11, 2020, the WHO declared COVID-19 a global pandemic and on March 13, 2020, the President of the United States declared a National Emergency concerning the COVID-19 outbreak; and

WHEREAS, On May 5, 2020, Governor Mike DeWine announced significant cuts to the Ohio Department of Higher Education's fiscal year 2020 budget for the state's public colleges and universities; and

WHEREAS, As a result of the reduction in state funding for fiscal year 2020, as well as the projected reduction in state funding for fiscal year 2021 and other financial losses resulting from the COVID-19 pandemic, The University of Akron, (the "University") projected a revenue shortfall of approximately \$65 million for fiscal year 2021; and

WHEREAS, In an effort to offset a portion of the projected shortfall, the University has announced plans to reduce the administrative organization of the institution through a consolidation of the current eleven (11) college structure into five (5) academic colleges and by significantly reducing all academic and non-academic departmental budgets, including Athletics, by an average of twenty percent (20%) with reductions issued strategically and in a differential manner; and

WHEREAS, University President Gary L. Miller and all senior administrators, including the Provost, Cabinet members, and those with the title of Vice President or Dean, voluntarily have agreed to temporarily reduce their annual base wages by ten percent (10%), and the four highest compensated athletic head coaches voluntarily have agreed to temporarily reduce their annual base wages by ten or twenty percent (10% or 20%), effective July 1, 2020, through June 30, 2021; and

WHEREAS, This Board approved a resolution on May 29, 2020, authorizing the University administration to temporarily reduce the annual base wages of all non-bargaining unit staff and contract professionals, including those in the Department of Athletics, hired before April 1, 2020, and earning \$50,000 or more per year, who are not subject to an individual employment agreement, effective July 1, 2020, through June 30, 2021; and

WHEREAS, This Board approved a resolution on May 29, 2020, increasing the percentage of contribution to the health plan annual premium effective January 1, 2021, for all non-bargaining unit employees not having faculty rank, who earn more than \$50,000 per year; and

WHEREAS, This Board approved two resolutions on June 10, 2020, temporarily reducing the annual base wages, effective July 1, 2020, through June 30, 2021, and increasing the health care premiums effective January 1, 2021, for all non-bargaining unit faculty and academic administrators with faculty rank, hired before April 1, 2020, and earning \$50,000 or more per year; and

WHEREAS, On June 10, 2020, this Board also approved a resolution granting temporary spending authority for the General Fund, combined auxiliary funds, and combined sales funds budgets for July and August 2020, to allow time to develop a complete budget for fiscal year 2020-2021 as the details of the University's financial situation are clarified; and

WHEREAS, As part of developing the fiscal year 2020-2021 budget, the University administration has undertaken a review of its current bargaining unit faculty positions and has determined that 96 positions should be abolished due to a lack of continued need for the positions, including but not limited to the following reasons: (1) as a result of a reorganization for the efficient operation of the University; and/or (2) reasons of economy; (the list of the affected positions is attached to this resolution as Exhibit A); and

WHEREAS, Ohio Revised Code Section 3359.03 and Ohio Administrative Code Section 3359-1-01 vest authority in The University of Akron Board of Trustees to “. . . employ, fix the compensation of, and remove, the president and such number of professors, teachers, and other employees as may be deemed necessary," and to “. . . do all things necessary for the creation, proper maintenance, and successful and continuous operation of the university”; and

WHEREAS, Ohio Administrative Code Section 3359-09-02 provides a framework for academic and administrative personnel matters related to non-tenure-track bargaining unit faculty; and

WHEREAS, Article 15, Section 12, of the Collective Bargaining Agreement between the University of Akron and the Akron Chapter, American Association of University Professors (the “AAUP”) recognizes 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 certain procedures set forth in Article 15 (Retrenchment); and

WHEREAS, The University administration now recommends to the Board of Trustees that 96 bargaining unit faculty positions at the University be abolished; Now, Therefore,

BE IT RESOLVED, That this Board authorizes the Associate Vice President for Human Resources/CHRO, in consultation with the Interim Chief Financial Officer, and Vice President and General Counsel, to take all necessary action to effect the abolishment of the 96 bargaining unit

faculty positions identified in this resolution and other related personnel actions, consistent with the requirements of the applicable Collective Bargaining Agreement as well as any applicable University Rules, as contained in the Ohio Administrative Code, subject to the statutory rights of the affected employees that may arise as a result of the abolishment of these positions; and

BE IT FURTHER RESOLVED, That employees in the abolished positions shall separate from the University no later than August 21, 2020, or if the extension to the Collective Bargaining Agreement between the University of Akron and the AAUP is ratified, such other agreed-upon date authorized in the extension; and

BE IT FURTHER RESOLVED, That should employees who are currently in a position to be abolished elect to resign or retire prior to their separation date, those employees shall not be affected by this resolution and that retirees shall be afforded those benefits afforded to all similarly situated retirees, provided that such retirement or separation from service occurs on or before August 21, 2020 or if the extension to the Collective Bargaining Agreement between the University of Akron and the AAUP is ratified, such other agreed-upon date authorized in the extension; and

BE IT FURTHER RESOLVED, That should the membership of the AAUP ratify the proposed tentative agreement between the University and the Akron-AAUP extending the Collective Bargaining Agreement to December 31, 2021, which was approved by the Board of Trustees on July 15, 2020, those employees who are currently in a position to be abolished and who elect to resign or retire prior to their separation date, also shall be afforded the benefits included in the extension to the Collective Bargaining Agreement, provided that such retirement or separation from service occurs on or before August 21, 2020 or other agreed-upon date authorized in the extension to the Collective Bargaining Agreement.

M. Celeste Cook, Secretary
Board of Trustees

July 15, 2020