

MEMORANDUM OF AGREEMENT

The University of Akron ("UA" or "University") and the American Association of University Professors – Akron Chapter ("Akron-AAUP" or "Union") enter into this Memorandum of Agreement ("Agreement") on September █, 2023.

WHEREAS, UA and Akron-AAUP (collectively the "Parties") entered into a collective bargaining agreement effective January 1, 2021 through December 31, 2023 ("Contract #1") and also entered into a collective bargaining agreement effective January 1, 2024 through June 26, 2026 ("Contract #2");

WHEREAS, Article 16 titled *Compensation* of Contract #1 subsections A, B, and C did not result in any faculty base salary increase and did not result in any contingent lump sum payment during Academic Years 2020-2021, 2021-2022, and 2022-2023 respectively;

WHEREAS, based on current student enrollment projections for the 2023-2024 academic year, the Parties do not expect any contingent lump sum payment to be paid to bargaining unit members under Article 16 titled *Compensation* of Contract #1 subsection D;

WHEREAS, Article 16 titled *Compensation* of Contract #2 subsection F(1) & F(3) provide for a 2.0% increase to base salary for each member of the faculty employed as of July 1, 2025, who was a member of the bargaining unit as of the beginning of fall semester 2024 and whose performance review for the 2024 calendar year is satisfactory or better as determined by the merit review criteria and to be retroactively applied to each eligible bargaining unit member's base salary for the 2025-2026 academic year for the nine-month faculty and to July 1, 2025 for twelve-month faculty;

WHEREAS, Article 16 titled *Compensation* subsection G titled *Comparable Increases* remains a term of both Contract #1 and Contract #2; and,

WHEREAS, on or about September 5, 2023, UA shared certain confidential and proprietary information with Akron-AAUP representatives pursuant to a Confidentiality and Non-Disclosure Agreement.

NOW THEREFORE, the Parties agree as follows:

1. UA and Akron-AAUP each represents and warrants that:

- A. This Agreement does not constitute and shall not be construed by either UA or Akron-AAUP as a mid-term reopener, notice to negotiate, or wage reopener of Contract #1 or of Contract #2.

- B. This Agreement shall not be utilized by either UA or Akron-AAUP as a basis for a mid-term reopener, notice to negotiate, or wage reopener of Contract #1 or of Contract #2.
- C. The UA and Akron-AAUP signatories to this Agreement have full and legal authority to bind UA and Akron-AAUP respectively.
- D. The Parties intend to accelerate the effective date of the base wage increase contained in Article 16 subsection F(1) from July 1, 2025 for eligible bargaining unit members to:

- (i) the base salary for the 2023-2024 academic year for all nine-month faculty members; or

- (ii) July 1, 2023 for all twelve-month faculty members;

and to change the eligibility requirements to extend to all faculty bargaining unit members provided they were hired on or before the beginning of the fall semester 2022 and provided certain conditions as set forth in Paragraph 2 of this Agreement have been met. Implementing the July 1, 2025 base wage 2.0% increase under this Agreement will fully satisfy any contractual provision that would have otherwise existed on July 1, 2025 had this Agreement not been implemented.

2. UA and Akron-AAUP both agree that this Agreement remains contingent upon all of the following:

- A. UA entering into an agreement substantially similar to the terms herein with each of the following unions: the Fraternal Order of Police, Ohio Labor Council, Inc.; the Communications Workers of America, Local 4302 – Trades Bargaining Unit and, the Communications Workers of America, Local 4302 – Staff Bargaining Unit;
- B. The University's Board of Trustees approving and implementing a 2.0% base salary raise for administrators, AAUP, CWA-SBU, CWA-Trades, FOP, contract professionals, and/or non-bargaining unit University employees retroactive to July 1, 2023; and Akron-AAUP not filing or processing a grievance, administrative action, or litigation seeking a comparable 2.0% wage increase under Article 16 subsection G of Contract #1 or Contract #2 as a result of Board of Trustee approval of the aforementioned 2.0% base salary raise on or about September 13, 2023;
- C. Akron-AAUP not filing, processing, or participating in any grievance, administrative action, or litigation regarding Article 16 subsection F(1), F(2), or

B. Article 16 Section F, subsection 2 will be permanently replaced in Contract #1 and Contract #2 upon the Effective Date of this Agreement with the following language:

If the Census Headcount for Fall 2025 (defined as including all enrolled students at all University of Akron campuses except College Credit Plus students) for Fall 2025 is equal to or greater than 20,000, then a 2.0% increase to base salary shall be provided.

C. Article 16 Section F, subsection 3 will be permanently replaced in Contract #1 and Contract #2 upon the Effective Date of this Agreement with the following language:

Any compensation increase granted under Article 16 Section F(2) shall be retroactively applied to the bargaining unit member's base salary for the 2025-2026 academic year for nine-month faculty and to July 1, 2025 for twelve-month faculty.

4. UA and Akron-AAUP agree this Agreement shall be attached to Contract #1 and Contract #2 provided all conditions in Paragraphs 2(A) and 2(B) have been met.
5. The Effective Date of this Agreement shall be the date all conditions in Paragraphs 2(A) and 2(B) are met and this Agreement has been executed by both Parties' authorized representatives.
6. This Agreement is made on a non-precedent setting basis.

IT IS SO AGREED.

FOR THE UNIVERSITY OF AKRON:

By: M. Celeste Cook
M. Celeste Cook
Title: Vice President & General Counsel
Date: 9/11/2023

FOR THE AKRON-AAUP:

By: Toni Bisconti
Title: President
Date: 9/9/2023

F(3) under either Contract #1 or Contract #2 or based upon the circumstance in Paragraph 2(B) should Akron-AAUP file or process a grievance, administrative action, or litigation after UA paid Akron-AAUP members base salary increases under Paragraph 3(A).

- D. Should the conditions in Paragraphs 2(A) or 2(B) not be fully met, this Agreement shall be null, void, and unenforceable as a matter of law.
- E. Should the condition in Paragraph 2(C) not be met, Akron-AAUP agrees to promptly withdraw and/or dismiss the grievance, administrative action, or litigation with prejudice immediately upon UA's written demand for that remedy. Should Akron-AAUP not comply, Akron-AAUP will indemnify and hold UA harmless for all costs, expenses, and attorney fees incurred by UA in defending itself including but not limited to any damages awarded by the neutral (i.e., arbitrator, SERB, or a court of competent jurisdiction) against UA.

3. UA and Akron-AAUP agree as follows:

- A. Article 16 Section F, subsection 1 will be permanently replaced in Contract #1 and Contract #2 upon the Effective Date of this Agreement with the following language:

Each bargaining unit member employed as a 12-month member of the faculty as of July 1, 2023, who was a member of the bargaining unit as of the beginning of the fall 2022 semester, and whose performance review for the 2022 calendar year, if completed, was satisfactory or better as determined by the merit review committee, shall receive a 2.0% increase to base salary retroactive to the later of July 1, 2023 or the faculty member's hire date.

Each bargaining unit member employed as a 9-month member of the faculty as of July 1, 2023, who was a member of the bargaining unit as of the beginning of fall semester 2022, and whose performance review for the 2022 calendar year, if completed, was satisfactory or better as determined by the merit review committee, shall receive a 2.0% increase to base salary for the 2023-2024 academic year.