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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE UNIVERSITY OF AKRON

AND

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

Effective December 15, 2009 through December 15, 2013

(Re-opener for Compensation and Benefits)

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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, 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 ("Board") 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 University 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.

- B. Upon written request by the Akron-AAUP, the University 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 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. 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.
- 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.

Section 4. Release Time

The University will grant release time in the form of workload equivalencies of: (a) three (3) workload hours per academic semester for the Grievance and Contract Administration Officer of the Akron-AAUP (as determined by the Akron-AAUP); and (b) three (3) workload hours per academic semester for the Chief Negotiator of the Akron-AAUP negotiating team (as determined by the Akron-AAUP) during those semesters when the parties are negotiating.

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 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 Occupational Safety and Health Administration (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 §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, sexual orientation, gender identity and/or expression, or any other legally protected classification. 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 (AAUP).

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 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 shall in fact be exercised by the Board. The Board 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, 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 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 and Akron-AAUP recognize that interdependence among the constituents of the University serves to enhance the University's ability to address educational issues and that this interdependence necessitates that bargaining unit faculty and others have roles in: (a) the selection of the President, the Provost, academic deans, and department chairs/school directors, and (b) the performance reviews of the academic deans, and department chairs/school directors. The recommendation for the positions of academic deans, and department chairs/school directors, to the Board 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 upon recommendation of the President through the Senior Vice President and Provost ("Provost"). They hold office at the discretion of the President, are responsible to the President through the Provost, and are selected as follows:

- A. A search committee shall be appointed by the Provost.
 - 1. The Provost meets with the chairs/school directors and other college academic administrators to assess strengths and areas of concern for the college.
 - 2. Chairs/school directors and other academic administrators submit to the Provost a recommended list of at least five (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 five (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 two (2) from the list recommended by the chairs/school directors and at least two (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, 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 Provost.

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

The dean shall establish annual goals which shall be communicated to all members of the college. The Provost shall assess annually the performance of the dean measured against those goals.

- A. Deans, and those who have served into their fourth (4th) year as Interim Deans, shall be subject to a more formal review every four (4) 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, exclusive of the associate provost coordinating the review, shall be appointed by the Provost to serve as 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 (4) members of the bargaining unit of which three (3) are elected by the bargaining unit faculty and one is appointed by the Provost.
 - 5. At least one (1) department chair/school director, 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.

- B. Deans under review shall provide to the review committee materials which are necessary and appropriate to the review process. These shall include a self-study by the dean under review, which details accomplishments of management and leadership, problems encountered and solutions provided thereto, and other issues perceived by the dean as germane to the dean's performance.
- C. The evaluation process shall include the opportunity for individual bargaining unit faculty to make professional written qualitative and summary evaluations of the dean, which may be anonymous to the extent permitted by law. The review committee's recommendation shall include a summary of the individual bargaining unit faculty's evaluations.

The committee's evaluation shall be reported to the Provost and communicated to the dean by the Provost.

- D. 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/School Directors

Department chairs/school directors are appointed by the Board with the advice of and upon recommendation of bargaining unit faculty, the dean of the college, the Provost, and the President. Each 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/school directors are selected by the appropriate dean, who, after consulting with the bargaining unit faculty within the department and the Provost, recommends the candidate for approval by the President and the Board. 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 Provost, recommends the candidate for approval by the President and the Board.
- B. When a vacancy occurs in an academic administrative appointment of department chair/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/school directors; each is 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 a written qualitative and summary evaluation of each candidate which may be anonymous to the extent permitted by law. 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/School Directors

In consultation with the bargaining unit faculty of the department and with the concurrence of the dean, the chair/school director will establish annual goals. The dean shall assess annually the performance of the chair/school director measured against those goals and shall report the results of that assessment to the chair/school director.

During the final year of the department chair's/school director's term of appointment, those 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 also apply to those who have served into their fourth (4th) year as interim chair/director. In units without department chairs/school directors, evaluation of bargaining unit faculty may be the responsibility of a first-line academic administrator other than that of the dean. If this administrator is an associate or assistant dean, he/she shall be reviewed in the same manner as a chair/director. If this administrator is not an associate or assistant dean, he/she shall be selected and reviewed in the same manner as a chair/director. The review shall include:

A. A faculty review:

1. An evaluation of the chair's/school director's performance shall be conducted by a committee of four (4) members of the bargaining unit of the department: two (2) elected by the bargaining unit faculty, one (1) appointed by the dean, and one (1) appointed by the Provost.
2. The evaluation shall be conducted according to the process set forth in the college 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 professional written qualitative and summary evaluations of the chair/director, which may be anonymous to the extent permitted by law. 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/school director 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/school director. In the event the chair/school director administrator determines not to continue to serve in this capacity 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 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 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 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 Provost, or their respective designees, shall meet as necessary to discuss implementation issues with respect to this Article and any other provision of this Agreement.

ARTICLE 11
INITIAL HIRE

Section 1. Procedures for Appointment of Bargaining Unit Members

- A. For purposes of appointment the term “academic unit” is defined as one of the following:
 - 1. A department or school where bargaining unit members hold a primary appointment;
 - 2. A college without departments/schools where bargaining unit members hold a primary appointment. In such cases, the dean’s role shall substitute for that of the chair/director in the following procedures.
- B. The academic unit, with approval of the dean, shall submit a request for a bargaining unit position to the Provost. This request shall include: a strategic rationale for the position; its relationship to the goals and direction that the University is pursuing; a description of the duties and responsibilities of the position; and a suggested makeup of the search committee membership with a rationale which takes into account the size of the unit and the areas of academic expertise of the suggested committee members with respect to the areas upon which the search is concentrated. At least sixty percent (60%) of the members of the search committee must be elected from among the bargaining unit faculty.

The Provost (or designee) may request further information or clarification from the dean and/or chair/director. Approval of a position request may

include modifications to said request, including the addition of committee members (while still maintaining the membership ratio referenced above). Any other substantive modification, such as altering the search criteria, must be approved by a majority of the bargaining unit faculty of the academic unit conducting the search. If the Provost gives his/her approval, the search committee shall be formed and a chair elected from among the bargaining unit faculty to commence the search.

C. The search committee shall develop a search plan and execute the plan in conformity with legal requirements and academic unit guidelines.

1. The offices of the Provost and Human Resources shall approve the plan or recommend changes as deemed appropriate. If changes to the search plan are recommended, representatives from these offices will communicate and discuss the changes with the search committee chair.
2. The search committee will carry out the approved search plan. Applications, held as confidential by the committee, shall be screened and those that do not meet the minimum criteria stated on the search plan shall be eliminated from the pool. The final pool of candidates meeting the minimum criteria may, if the number of applications is large, be reduced to a "short list". This reduction may involve, for example, reference checking and telephone interviews.
3. The short list with a rationale as to why some candidates may have met the minimum criteria but are not being selected for on-campus interviews shall be submitted to Human Resources through the department chair/school director and dean.
4. If Human Resources confirms that equal employment opportunity and other legal requirements have been met, the department/school director and the search committee chairs will be notified and the on campus interview process will commence.

D. Academic unit approval of candidates

1. After the completion of the interview process, the academic unit bargaining unit members shall select by secret ballot candidates to recommend for appointment. A simple majority vote is required. The academic unit should recommend more than one (1) candidate, and these may be in priority order.
2. The search committee will generate a letter to the chair/director and the bargaining unit faculty of the academic unit with its

recommendations for appointment, and for non-appointment. A tally of the votes and ranking by the academic unit bargaining unit members will be included, as will supporting evidence such as lists of perceived strengths and weaknesses of each candidate. In cases of appointment at advanced rank with or without tenure, the supporting evidence shall indicate how the candidates meet the rank/tenure criteria and reflect an additional positive vote by those in the department/school eligible to vote on said rank/tenure.

3. The department chair/school director shall make a separate recommendation with regard to which candidates to recommend for appointment/rank/tenure, and both recommendations – considered sequential, not hierarchical - shall be forwarded to the Provost through the dean, who will also make a sequential recommendation for consideration by the Provost. Supporting evidence such as lists of perceived strengths and weaknesses of each candidate shall accompany all recommendations for appointment, and for non-appointment. In cases of appointment at advanced rank with or without tenure, the supporting evidence shall indicate how the candidates meet the rank/tenure criteria. Copies of the department chair/school director and dean recommendations and supporting evidence shall be provided to the members of the bargaining unit and the search committee.
 4. Should any of the search committee, department chair/school director or dean recommendations differ substantively from the department bargaining unit faculty recommendations, a meeting shall be held to discuss these differences. After this meeting, the department bargaining unit faculty may prepare a statement to be included with the recommendations, all of which shall be forwarded to the Provost.
- E. If the Provost approves making offers to any of the candidates recommended for appointment by the bargaining unit faculty of the department/school, that information shall be transmitted to the dean. Otherwise, the search will either be reopened, or declared failed, by the Provost. In the case of either a failed or reopened search, a rationale shall be provided by the Provost (or designee) to the dean, department chair/school director, bargaining unit faculty of the unit, and the search committee. If approval to make an offer to a candidate is granted, the candidate may be contacted by the dean and offered employment at the University pending approval of the Board. The Provost's approval of, and countersignature on, all letters of offer are required.
1. The appointment of bargaining unit members is subject to the approval of the Board. 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. All offers of employment shall be subject to this condition.

- F. 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 members.

Section 2. Nature of Appointment of Bargaining Unit Members

- A. Unless the University has awarded tenure or a fixed-term contract, all appointments of full-time bargaining unit members are on an annual, temporary, or probationary basis, renewable each academic year at the discretion of the University.
- B. The Board normally appoints all bargaining unit members for an initial period of one (1) academic year. In some cases, appointments for a period of more or less than one (1) academic year may be made, as in the case of initial appointments at midyear or emergency one (1) semester appointments.
 - 1. Upon appointment every bargaining unit member receives from the Secretary of the Board 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 as conferred and defined by law to act in such matters upon its own motion, bargaining unit faculty shall be appointed by the Board upon recommendation of the Provost, and the President.

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 person designated by the Provost, which shall be of a rank of Assistant Vice President or higher (or equivalent).

Section 2. Informal Resolution

- A. Nothing contained in this Article will be construed 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. Such required informal adjustment must occur 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. Such informal adjustment shall continue for no less than fifteen (15) days after the initiation of the informal resolution process, after which either the Grievant or the University may terminate the process by giving notice to the other party.
- 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.

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 (2) copies will be presented to the AVPELR within twenty (20) days after the conclusion of the informal process set forth in Section 2, supra. 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. However, 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'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 (1st) 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 (2) 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 Agreement. 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 University and Akron-AAUP 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 Agreement 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 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.

Section 10. Mediation

Notwithstanding the other provisions of this Article, the GCAO and the AVPELR may mutually agree, in writing, to mediation at any time during the grievance/arbitration process.

ARTICLE 13
REAPPOINTMENT, TENURE AND PROMOTION

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

- A. The purpose of these procedures for reappointment, tenure, and/or promotion (RTP) is to promote a process at the University that is fair,

consistent, and faculty-driven. The procedures are designed to define the guidelines and evaluative measures under which the tenure track faculty operate. All RTP recommendations are seen as a serious measure of the progress of the tenure track faculty 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 tenure track faculty applies for tenure and promotion.
- C. The term “academic unit” is defined as one of the following:
 - 1. A department or school where bargaining unit members hold a primary appointment;
 - 2. A college without departments where bargaining unit members hold a primary appointment.
- D. This Article strives to establish fair and systematic methods of evaluating tenure track faculty. Detailed criteria and procedures shall be adopted by each academic unit and shall be suitable for its special needs but consistent with this Article.
- E. Eligibility for tenure and promotion:
 - 1. Bargaining unit members in the rank of professor, associate professor and assistant professor are eligible to be awarded indefinite tenure.
 - 2. Bargaining unit members at the rank of assistant professor and associate professor are eligible for promotion to a higher rank.
 - 3. Bargaining unit members at the rank of professor are eligible to be awarded the title Distinguished Professor, which is not a change of rank.
- F. Members of the bargaining unit at the rank of assistant professor, associate professor and 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 Tenure Track Bargaining Unit Members

- A. All non-tenured tenure track bargaining unit members are subject to

annual reappointment following their initial appointment, except that non-tenured tenure track bargaining unit members in their first (1st) year of service shall not be reviewed for reappointment.

- B. Tenure track bargaining unit members may receive indefinite tenure, according to the following provisions:
1. Bargaining unit members 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 twelfth (12th) full semester of active service in professorial rank at the University subject to the 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.
 - b. If at the end of six (6) years in a tenure track position, indefinite tenure has not been received, notice shall be given that employment terminates at the end of the seventh (7th) year of service.
 2. Full-time appointment for two (2) semesters shall equal one (1) year of active service. Summer sessions or leaves without compensation granted for one-half (½) or more of any semester may not be counted toward the probationary period for tenure. Professional development leaves count toward the probationary period for tenure.
 3. A candidate's application for indefinite tenure shall normally be initiated after ten (10) full semesters of active service. For faculty starting at the beginning of the fall semester, the application will be made at the beginning of their eleventh (11th) semester. For faculty starting after Friday of week seven (7) of the fall semester, the application will be made at the beginning of their twelfth (12th) full semester. For faculty starting in the spring semester or the summer, the application will be made at the beginning of their twelfth (12th) semester.
 4. In cases where there are clearly extenuating circumstances, the probationary period may be extended by one (1) year provided that the request is initiated by the candidate, recommended by the appropriate chair/director and dean, and approved by the Provost.

5. Bargaining unit members must have U. S. citizenship or permanent residency to receive tenure. The University shall in good faith endeavor to petition for such status for those individuals who need it, and to extend the probationary period for those tenure candidates whose applications for permanent residency have not yet been approved.
 6. Early tenure may be granted before the sixth (6th) year, contingent upon the candidate's successful completion of the following criteria:
 - a. The candidate shall have completed at least two (2) years of active service at the University before application for early tenure can be made;
 - b. The candidate must at least meet the minimum 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.
 7. A candidate may apply for early tenure only once. Should early tenure be denied, the candidate shall be awarded reappointment for the next academic year, and shall complete the standard probationary period before making reapplication for tenure.
 8. In exceptional circumstances, the Board 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 academic unit chair/director, dean, the Provost and the President.
 9. Bargaining unit members who hold the rank of assistant professor may be awarded tenure only if they are granted promotion to associate professor at the same time.
 10. Bargaining unit members who hold the rank of associate professor without tenure may seek and be awarded tenure without promotion. In such cases, the candidate shall have been hired at the rank of associate professor, or shall have previously been granted early promotion before the end of the probationary period.
- C. Notification of appointment, reappointment, tenure, and promotion of bargaining unit members shall occur as follows:

1. The Board 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 meetings as appropriate.
3. The appointment, reappointment, tenure, and promotion of bargaining unit members are subject to the approval of the Board. 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. All offers of employment shall be subject to this condition.
 - a. Following the Board's approval, the Secretary of the Board shall send a certificate of appointment detailing the agreement reached between the bargaining unit member and the University. It shall include an endorsement of acceptance that the bargaining unit member shall sign and return to the Secretary of the Board within the time period stipulated.
 - b. In the event a bargaining unit member adds or deletes terms to the certificate of appointment, or fails to sign or return the endorsement, the Secretary of the Board shall submit the issue to the Board at their next regular meeting for consideration of rescinding the certificate of appointment.

Section 3. General Considerations

- A. All academic units shall follow University-wide procedures for RTP and adhere to the timelines as shown in this Article below.
- B. The criteria to be considered for RTP 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 participation in assessment of learning outcomes. Quantitative data from University approved student evaluations of teaching are required.
 - b. Effective advising, as appropriate

- c. Appropriate curricular development
 - d. Participation in activities related to accreditation.
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 development
 - c. Professional recognition
3. Quality of professional, University and community service
- a. To professional organizations, including leadership positions
 - b. To the University
 - c. To the college and/or department
 - d. To the community in discipline related service
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. Adherence to the "Statement on Professional Ethics" as published by the AAUP
 - g. Other professional ethics policies as approved by the AAUP Committee B on professional ethics published by the AAUP.
 - h. Disseminated codes of conduct and ethics as defined by relevant professional disciplines
 - i. Professional responsibilities as set out in University rules
- C. Each academic unit shall develop guidelines for the reappointment, tenure, and promotion of its bargaining unit members:
 - 1. All operative academic unit guidelines shall be available in the academic unit, the office of the dean of the college, and the office of the Provost.
 - 2. All academic unit guidelines shall comply with the applicable provisions of this Article.
 - 3. All academic unit guidelines shall enumerate the specific materials that are to be included in the candidate's RTP files.
 - 4. All academic unit guidelines shall enumerate clear and specific minimum criteria that a candidate must meet to be recommended for tenure and/or promotion. Such criteria may include both quantitative and/or qualitative criteria relevant to the discipline(s) represented in the academic unit.
 - 5. Academic units may permit promotion to associate professor before tenure. If so, the unit guidelines shall enumerate clear and specific minimum criteria that a candidate must meet to be recommended for such a promotion. However, such a promotion to associate professor does not guarantee a subsequent recommendation for tenure.
 - 6. All academic unit guidelines shall enumerate clear and specific minimum criteria that clearly distinguish the requirements of the professor rank from those for obtaining tenure.
 - 7. In case of conflict, the applicable provisions of this Article supersede all other guidelines.
- D. Guidelines shall be approved before they can be applied to bargaining unit members.

1. The guidelines prepared by each academic unit must be formally approved by two-thirds ($\frac{2}{3}$) of the tenure track faculty of that unit.
2. The academic unit chair/director, dean and the Provost shall also formally approve the guidelines before they become effective.
3. It is expected that all guidelines shall be approved by the end of the spring 2010 semester. All involved academic and administrative units shall make every reasonable effort to facilitate the approval of the guidelines. If issues arise, every effort shall be made to resolve those issues quickly.
4. Each academic unit's guidelines shall include a process to review and, if necessary, revise the guidelines.

E. 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, which shall be amended to reflect any additions or deletions to the RTP file;
4. All previous RTP recommendations;
5. Quantitative evidence of work performance, including results of formal teaching evaluations, as well as additional materials required by academic unit guidelines (such as peer evaluations of teaching or letters of support);
 - a. If required by academic unit guidelines, qualitative evidence of work performance, which may include, for example, peer evaluation of teaching, written student evaluation comments (along with the rationale for the material included), letters of support for the candidate (along with provenance of such letters), etc., shall also be included;
6. Evidence of professional activity;
7. Evidence of service;
8. External review letters solicited by the RTP committee chair, for tenure and promotion files.

- F. Review of the bargaining unit member for RTP shall originate in the academic unit where the bargaining unit member holds his/her primary appointment. Bargaining unit members holding joint appointments/titles who apply for reappointment or promotion shall be reviewed simultaneously by the secondary academic unit, using its own criteria, to determine whether the joint appointment/title shall be maintained at the promoted rank should it be awarded by the primary unit. The reappointment or promotion recommendation made in the primary academic unit shall not be affected by the joint appointment recommendation made in the secondary academic unit.
- G. RTP committees must have a quorum present in order to conduct business. For the purpose of RTP of the bargaining unit member, a quorum is defined as two-thirds ($\frac{2}{3}$) of the eligible members. In the case where there are fewer than six (6) eligible members, a quorum is defined to be at least three (3) members. The bargaining unit members of the academic unit shall formulate rules to add committee members from outside the academic unit if there are fewer than three (3) eligible bargaining unit members in the academic unit to form the committee. These rules shall be included in the procedures of the college or academic unit.
- H. The processes of RTP within the bargaining unit 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 meetings in which the candidate is discussed. Exceptions to this rule are as follows:
 - a. The committee may, by a majority vote of members present, permit a member who has not attended all meetings, but who has otherwise substantially met the participation standards of the academic unit, to vote on the candidate. 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.

- I. For the purposes of RTP for the bargaining unit member, a simple majority vote in the affirmative, at the minimum, is necessary for adoption. Academic unit guidelines may specify additional 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 (3) positive, one (1) negative and seven (7) abstentions represents a seventy-five percent (75%) positive vote and would be reported: three (3) positive, one (1) negative, seven (7) abstentions.
- J. For purposes of any RTP matter, all University employees shall comply with the University's conflict of interest policy and voluntarily remove themselves from any discussion, voting, or participation of any kind when the candidate is:
 - 1. A member of that bargaining unit 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 member's extended family (e.g. siblings, parents, grandparents, cousins, uncles, aunts, or other next of kin).
 - 3. Any other person where there would exist the appearance of conflict of interest as defined by University rules.

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 of each candidate for tenure and/or promotion. The order of recommendations is sequential, not hierarchical. The guidelines for each college shall include procedures for constituting college-wide review committees.
- B. 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.

- C. 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 (5) members elected from the tenured bargaining unit of the college. Each college shall develop guidelines for the election process and the voting process, including guidelines for replacing members unable to serve and for selecting members from outside the college if needed.
- D. A committee member from the department of the candidate being considered shall not participate in the discussion or voting concerning said candidate.
- E. Members of the college-wide review committees shall meet the following criteria:
 - 1. Members of the college-wide tenure review committees shall be tenured bargaining unit members.
 - 2. Members of the college-wide promotion-to-associate-professor review committee shall be tenured bargaining unit members holding the rank of associate professor or professor, or the title of Distinguished Professor. Candidates applying for promotion to associate professor, but not applying for tenure, shall be reviewed by the college-wide promotion-to-associate-professor review committee.
 - 3. Members of the college-wide promotion to professor review committee shall be tenured bargaining unit members holding the rank of professor or the title of Distinguished Professor.
 - 4. Members of any college-wide review committee shall have completed at least one (1) year of service at the University.
- F. The college-wide review committee shall evaluate candidates' files and all previous recommendations to determine:
 - 1. That 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 and the academic unit chair/director have followed all approved procedures in their evaluation of the candidate;
 - 3. That the candidate has received adequate consideration in the RTP process;

4. That the tenure and/or promotion committee and the academic unit chair/director recommendations for the candidate are consistent with the academic unit guidelines.
- G. The college-wide review committees shall not evaluate the merits of departmental guidelines or criteria.
 - H. If procedural error or inadequate consideration is identified, the committee shall review whatever materials it deems necessary, and the irregularity shall be reported to the dean with copies to the candidate, the RTP committee chair and the academic unit chair/director. The dean shall return the application to the point of origin of the irregularity for redeliberation. In the event that the standard deliberation deadlines have passed, extensions shall be granted so that the appropriate committees and/or individuals can redeliberate.
 - I. The college-wide review committee's written recommendation shall include in its findings that paragraphs (F)(1), (F)(2), (F)(3) and (F)(4) of this Section have been addressed.
 1. 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/director, the committee recommendation shall explain those inconsistencies.
 2. In colleges with no separate college-wide review committee, the recommendation from the committee of the whole shall explicitly include findings on paragraphs (F)(1), (F)(2), (F)(3) and (F)(4) of this Section.
 - J. The college-wide review committee shall forward its recommendation to the dean, with copies to the academic unit chair/director, the RTP committee chair, and the candidate per the timelines in Section 7.

Section 5. The University Appeals Committee

- A. The University-wide review committee shall provide a separate and independent recommendation regarding candidates for tenure and/or promotion only when the recommendations from the RTP committee, the college-wide review committee, the academic unit chair/director, and the dean are not consistent. The order of recommendations is sequential, not hierarchical.

- B. Each college and the library shall develop election guidelines and elect one (1) member to the committee.
- C. Tenured bargaining unit members who hold the rank of professor or the title of Distinguished Professor are eligible for election to the committee.
- D. A committee member from the academic unit of the candidate being considered shall not participate in the discussion or voting concerning said candidate.
- E. The University-wide review committee shall evaluate the candidates' files and all previous recommendations to determine:
 - 1. That 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/director, the dean and the college-wide review committee have followed all approved procedures in their evaluation of the candidate;
 - 3. That the candidate has received adequate consideration in the RTP process;
 - 4. That the tenure and/or promotion committee, the academic unit chair/director, the dean and the college-wide review committee recommendations of the candidate are consistent with the academic unit guidelines.
- F. The University-wide committee shall not evaluate the merits of the departmental guidelines or criteria.
- G. If procedural error or inadequate consideration is identified, the committee shall review whatever materials it deems necessary, and the irregularity shall be reported to the Provost with copies to the dean, the college-wide review committee, the academic unit chair/director, the RTP committee chair and the candidate. The Provost shall return the application to the point of origin of the irregularity for redeliberation. In the event that the standard deliberation deadlines have passed, extensions shall be granted so that the appropriate committees and/or individuals can redeliberate.
- H. The University-wide review committee's written recommendation shall include in its findings that paragraphs (E)(1), (E)(2), (E)(3) and (E)(4) of this Section have been addressed.

- I. The University-wide review committee shall forward its recommendation to the Provost, with copies to the dean, the college-wide review committee, the academic unit chair/director, the departmental committee, and the candidate per the timelines in Section 7.

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. Review Timelines

A. Calendar of events

Date(s)	Action required
By March 1	In colleges without departments who have created subcommittees of the tenured faculty, selection of RTP committees
By March 15	Academic unit chairs/directors in colleges with departments or deans in colleges without departments hold organizational meetings to elect chairs of the RTP committees
By April 1	Academic unit chairs/directors in colleges with departments or deans in colleges without departments send letters of notification to candidates
By April 15	Candidates send letters of intent to academic unit chairs/directors or deans in colleges without departments – for tenure and/or promotion applications, the letters of intent shall be accompanied by materials for external reviewers and a list of at least three (3) potential external reviewers submitted by the candidates
Friday of spring semester finals week	Materials sent to external reviewers
Friday of week two (2) of fall semester	Candidates send files to committees; external reviewer letters due
Friday of week six (6) of fall semester	Committees send recommendations to candidate, academic unit chairs/directors, or deans in colleges without departments
Friday of week seven (7) of fall semester	Membership of all college-wide and University-wide review and appeals committees must be finalized
Friday of week eight (8) of fall semester	Academic unit chairs/directors send recommendations to candidates and deans
Friday of week twelve (12) of fall semester	College-wide-review committees provide recommendations for tenure and/or promotion

	cases, with copy to all concerned
Friday of week sixteen (16) of the fall semester	Deans forward negative recommendations to candidates and the Provost, with copy to appropriate academic unit chairs/directors and committee chairs
Friday of week two (2) of spring semester	Deans forward positive recommendations to candidates and the Provost, with copy to appropriate academic unit chairs/directors and committee chairs
Friday of week six (6) of spring semester	University-wide-review committee provides recommendations on relevant cases, with copy to all concerned
Friday of week nine (9) of spring semester	Provost forwards negative recommendations to candidates, with copy to appropriate academic unit chairs/directors, deans and all relevant committee chairs
First (1 st) Wednesday in April, usually	Provost forwards positive recommendations to the President and the Board, with copy to appropriate academic unit chairs/directors, deans and all relevant committee chairs
Fourth (4 th) Wednesday in April, usually	Board votes on recommendations

- B. In the event that the deadline 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 Provost prior to said deadline. The request and rationale shall be included in the candidate's file.
1. The committee chair, academic unit chair/director, dean, or Provost shall accept or reject the request for extension within one (1) week of its receipt. 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, Tenure and/or Promotion

- A. Candidates who are applying for reappointment, tenure and/or promotion to associate professor 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/her decision. However, the candidate may choose each time criteria are revised and are approved

by the 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. For colleges without departments, procedures and statements involving the academic unit chair/director are not applicable.

- B. Candidates who are applying for promotion but not for tenure 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 (5) years prior to the candidate's application, whichever is more recent.
- C. All tenured bargaining unit members of the academic unit who have completed at least one (1) year of service at the University, including those whose tenure has been approved by the Board but whose tenure has not yet become effective, are eligible to serve on reappointment and tenure committees. Only those tenured and with rank above that of the candidate may serve on promotion committees. Distinguished Professors are eligible to serve on all RTP committees.
 - 1. In academic units in colleges with departments/schools, RTP committees shall be composed of all eligible bargaining unit members.
 - 2. Academic units in colleges without departments have two (2) options for composing RTP committees.
 - a. Option 1: The RTP committee shall be composed of all the eligible bargaining unit members. In this case, appeals are referred to the University-wide appeals committee.
 - b. Option 2: The RTP committee shall be composed of no fewer than three (3) eligible bargaining unit members who have completed at least one (1) year of service at the University.
 - (i) The eligible bargaining unit members 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 per the timelines above.
 - 3. If there are fewer than three (3) eligible bargaining unit members in the academic unit to form any committee, the tenure track 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.

4. A chairperson, or co-chairs if the committee chooses, shall be elected at the organizational meeting and shall serve for one (1) year. If co-chairs are elected, the duties of the chair shall be divided between the co-chairs. In the remainder of this section, the term "committee chair" refers to the chair or co-chairs.
5. Committee members shall be responsible for the maintenance of minutes and the documentation of the committee proceedings.
6. Persons within the college who are required to provide a separate recommendation for a specific candidate (e.g. academic unit chairs/directors, deans or their designees) cannot be a member of that candidate's committee, but may, at the committee's request, attend for informational purposes.
7. All committee members must review the file and participate in deliberations on each candidate in order to be eligible to vote.

D. Duties and responsibilities of the RTP committee

1. The RTP committees shall review the qualifications of any bargaining unit member of the academic unit who has requested reappointment, tenure and/or promotion and shall make recommendations to the academic unit chair/director, or dean in colleges without departments, regarding the granting or denial of the request.
2. The recommendations 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 guidelines.
3. The recommendation letter shall be reviewed and approved by the committee before dissemination. Minority reports are not permitted.

E. Duties and responsibilities of the academic unit chair/director

1. The academic unit chair/director shall evaluate the candidate's RTP file and the RTP committee's recommendation to formulate his/her recommendation.
2. The academic unit chair/director has the responsibility to determine

that the RTP committee followed correct procedures and accurately, consistently, and fairly applied the approved departmental criteria.

3. The academic unit chair's/director'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/director's recommendation shall be provided to the candidate and the RTP committee chair.
- F. 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 RTP committee or academic unit chair/director, the dean shall discuss his/her recommendation with the RTP committee and academic unit chair/director.
 3. If procedural error or inadequate consideration is identified at any level, the dean shall act to correct the problem.
- G. Duties and responsibilities of the college-wide review committees are found in Section 4 of this Article.
- H. Duties and responsibilities of the University-wide review committees are found in Section 5 of this Article.
- I. The appeals process is found in Section 9 of this Article. No appeal or rebuttal documentation can be inserted by the candidate into the RTP file except by following the appeals process.
- J. Process for RTP of tenure track bargaining unit members.
1. The academic unit chair/director shall call an organizational meeting to elect appropriate committee chairs and send out notifications to candidates per the timelines above.
 2. Bargaining unit faculty in their first (1st) year of service shall not be reviewed for reappointment.

3. Eligible candidates shall submit to the academic unit chair/director a letter of intent to apply for reappointment, tenure and/or promotion per the timelines above. Those applying for tenure and/or promotion shall also submit external review materials and a list of at least three (3) potential reviewers with the letter of intent. These individuals shall have no perceived conflict of interest, as defined by University rules.
4. The candidate may withdraw his/her application at any time by submitting a letter to the academic unit chair/director, or to the dean in colleges without departments. The letter recipient shall inform all committee members involved in the candidate's RTP review up to that point in time that the application has been withdrawn, and shall retrieve the candidate's file and return it to him/her. External review letters shall be sealed and kept by the academic unit chair/director, and may be used within two (2) years as part of a subsequent application if the candidate and the RTP committee agree.
5. Each candidate eligible for reappointment, tenure and/or promotion shall submit his/her RTP file to the appropriate committee chair per the timelines above.
 - a. The committee chair shall notify the candidate, all committee members, the academic unit chair/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/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 the recommendation letters 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.
 - d. 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/or 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 (3) letters of external review shall be created. The candidate, the RTP committee, the academic unit chair/director, and/or the dean may provide names of potential reviewers. The candidate shall be apprised of the full list of names considered by the committee.
 - (1) It is expected that reviewers will ordinarily be from academic institutions and;
 - (aa) Shall be at or above the requested 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).
 - (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.
 - (3) Reviewers shall not be current or former students of the candidate, shall not be a current or former employee of the University, and shall not have any perceived conflict of interest, as defined by University rules.
- (iii) The committee, with the approval of the dean, shall select the initial set of reviewers to be solicited, at least one third ($\frac{1}{3}$) of which shall be from the candidate's list.
- (iv) If the initial set of reviewers does not yield a sufficient number of responses, the committee shall select subsequent sets of reviewers as needed. These sets may or may not include reviewers from the candidate's list. The committee may consult with the candidate to select these additional reviewers, if it so desires. The dean must approve each subsequent set before the committee may contact the potential reviewers.

- (v) Once a set of reviewers has been approved, the committee chair shall contact the reviewers to request review letters bearing the reviewer's affiliation and signature; this contact may include offers of honoraria. These reviews shall not be questionnaires or surveys constructed by the academic unit.
- (vi) At least three (3) reviews shall be required. The file shall not be considered complete and shall not go forward until three (3) letters of external review have been included. If three (3) reviews have not been received by Wednesday of week four (4) 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.
- (vii) 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 reviewers and the review letters shall be deemed by the University and the candidate as confidential to the extent permitted by law. No letters of recommendation submitted by University personnel as part of the candidate's RTP process shall identify the names or affiliations of the external reviewers. In addition, any quotations from external review letters used in any University recommendation letter shall be carefully chosen or redacted so as to not identify the names or affiliations of the external reviewers.
 - (2) 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.
- e. 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 per the timelines above.

6. The RTP committee chair shall convene all meetings, other than the organizational meeting referred to in the timelines above, and preside at these meetings.
7. The RTP committee chair shall invite the candidate to meet with the committee before the recommendation is made.
8. The RTP committee chair shall inform the candidate in writing of the committee's recommendation per the timelines above. Reappointment letters shall include a statement of how the candidate can enhance performance toward meeting the goal of tenure and promotion.
9. The RTP committee chair shall transmit copies of the committee's recommendations and the candidate's RTP file to the academic unit chair/director or the dean in colleges without departments/schools per the timelines above.
10. In colleges with departments/schools, the academic unit chair/director shall transmit his/her recommendation to the dean with the candidate's RTP file per the timelines above. A copy of the recommendation shall be sent to the candidate and the RTP committee chair.
11. The dean shall transmit the file, if necessary, to the college-wide review committee. Upon return of the file with the college wide review committee's recommendation, the dean shall transmit his/her recommendation to the Provost along with the candidate's RTP file per the timelines above with a copy to the candidate, the academic unit chair/director, and the relevant committee chairs.
12. The Provost shall transmit the file, if necessary, to the University Appeals Committee. Upon return of the file with the University Appeals Committee's recommendation, the Provost shall transmit his/her recommendation to the candidate per the timelines above with a copy to the dean, chair/director, and chairs of other committees involved in the candidate's review process. The RTP file shall then be returned to the dean, where external review letters shall be removed and stored as part of the candidate's permanent personnel record before the RTP file is returned to the candidate.
13. The Provost shall transmit his/her positive recommendations to the President. If the President concurs, these recommendations are forwarded to the Board for consideration, usually at the April Board meeting.

Section 9. 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 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 Provost.

1. The College Appeals Committee shall consist only of tenured bargaining unit members of the college who have completed at least one (1) year of service at the University, including those whose tenure has been approved by the Board but whose tenure has not yet become effective. The process for elections of the committee members shall be determined by each college, and shall be included in the college guidelines.
 - a. No member of any candidate's RTP or college-wide committee shall participate in the college appeals committee discussion or voting concerning said candidate.
 - b. The role of the appeals committee is limited to determining if there was a procedural error or inadequate consideration in the RTP 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. The University Appeals Committee shall consist of one (1) member from the tenured professors or Distinguished Professors of each degree-granting college except the School of Law, elected by its tenure track bargaining unit members and one (1) tenured professor or Distinguished Professor from the University libraries, elected by its tenure track bargaining unit members.

- a. The role of the appeals committee is limited to determining if there was a procedural error or inadequate consideration in the RTP 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 RTP 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.
- B. The following procedures for the college appeals committees shall be followed:
1. The candidate shall file an appeal with the college appeals committee no later than Friday of week three (3) 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 (7) calendar days after receiving the appeal, 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 of the rationale for the decision, with copy to the appropriate chair/director, dean, and committee chairs.

6. If the appeal is accepted, the committee shall notify the candidate, with copy to the appropriate chair/director, dean, committee chairs and Provost. Within fifteen (15) calendar days of accepting the appeal, the committee shall complete its investigations and report its findings and recommendations to the candidate, with copy to the appropriate chair/director, dean, committee chairs 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 the Friday of week eleven (11) of the spring semester. The written and signed appeal shall be sent to the chair of the University Appeals Committee with copy to the appropriate chair/director, dean, committee chairs 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. The appeals committee shall not evaluate the merits of the candidate's application in order to determine if the candidate has met all approved RTP criteria.
5. Within seven (7) 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.
6. If the appeal is rejected, the committee shall notify the candidate of the rationale for the decision, with copy to the appropriate chair/director, dean, committee chairs and Provost.

7. If the appeal is accepted, the committee shall notify the candidate, with copy to the appropriate chair/director, dean, committee chairs and Provost.
 8. Within fifteen (15) calendar days, the committee shall complete its investigations and report their findings and recommendations to the candidate, with copy to the appropriate chair/director, dean, committee chairs and Provost.
- D. The President is the candidate's last point of institutional appeal and shall inform all parties of his/her decision within thirty (30) 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, individuals and committees will duly consider all advice and recommendations of the arbitrator on an expedited basis.

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 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. In the case of an oral or written reprimand, such discipline shall not be subject to the formal process set forth in the Article, but shall be subject to less formal due process, and, in any event, all discipline shall be only for just cause and shall be subject to the Grievance and Arbitration procedures set forth in Article 12, supra.

Section 2. When the University has reason to believe an incident(s) has occurred which might constitute grounds for discipline, other than an oral or written reprimand, it shall conduct an investigation pursuant to this Article.

Section 3. If after such investigation the Provost 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, other than an oral or written reprimand, the department chair, dean, or the 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 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 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 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, based upon evidence made available to the Akron-AAUP according to the schedules set forth in this Article, indicates one (1) of the four (4) circumstances listed in Section 1(A)(1) through 1(A)(4) exists at the University.
 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;
 2. Significant reduction in enrollment of a college, department, or program continuing over five (5) or more academic semesters (not including summer) and which is expected to persist;
 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 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 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 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 President and three (3) 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 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 Joint 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 Joint Committee on Retrenchment 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 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 President shall forward these recommendations along with his or her own recommendations to the Board 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 President and the Board have reviewed the recommendations from the Joint Committee on Retrenchment.

Section 5. After receiving and considering the recommendation(s) in Section 4, the Board 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 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 full-time 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 (1st) or second (2nd) one (1) year contract expiring at the end of that academic year, not later than March 15; or if the one (1) 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 (2nd) one (1) year contract expiring at the end of that academic year, not later than December 15; or if the one (1) 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.

3. For a tenured bargaining unit member, at least eighteen (18) months, spanning at least three (3) academic semesters, not including summers.

Section 8.

- A. 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.
- B. Notwithstanding the foregoing, if there is a consolidation of programs or departments or colleges among any of the public institutions of higher education within Northeast Ohio, such that the University would lose an existing program or department or college, the University may, in lieu of its above obligations to bargaining unit faculty members in such program or department or college: (1) first (1st) place all such tenured bargaining unit faculty members in corresponding positions within that public institution of higher education for which they are qualified within the locus of tenure, at the same salary and in the same rank, as they had at the University at the time of release (and with the same benefits of other tenured faculty of such salary and rank at that other institution); and (2) also place all, or if unable to do so, less than all non-tenured bargaining unit faculty in corresponding positions within that public institution of higher education for which they are qualified within the locus of tenure, at the same salary and in the same rank, as they had at the University at the time of release (and with the same benefits of other non-tenured faculty of such salary and rank at that other institution). In the event any such released bargaining unit faculty member had obtained tenure at the time of release from the University, such placement with that other public higher education institution shall include placement with tenure.

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 (1) year) before beginning the recalled position at the University. 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 (1st) 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 (1) 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 University 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. 2009-2010 Academic Year

Each bargaining unit faculty member employed as a member of the faculty as of July 1, 2009, who also was a member of the bargaining unit as of the beginning of fall semester 2009, shall maintain their current base salary during the 2009-2010 academic year.

Additionally, each bargaining unit faculty member employed as a member of the faculty as of the last day of spring semester 2009 and the first day of spring semester 2010 shall receive 2% of their base compensation in a lump sum payment (less statutory deductions) in the first (1st) pay period in February of 2010.

Section 2. 2010-2011 Academic Year

An amount corresponding to 0.75% of bargaining unit salaries will be pooled to be used to implement special equity adjustments. No bargaining unit faculty member's salary will be increased by more than \$5,000 through the application of Special Equity Adjustments for 2010-2011.

Following the Special Equity Adjustments, each bargaining unit faculty member employed as a member of the faculty as of July 1, 2010, who also was a member of the bargaining unit as of the beginning of Fall semester 2009, whose 2009-2010 performance review is satisfactory or better as determined by the merit review criteria shall be eligible to share in:

- i) an across the board increase of 2% to their base salary;
- ii) a 0.75% merit raise pool; and
- iii) a 1.5% market adjustment pool.

Section 3. 2011-2012 Academic Year, 2012-2013 Academic Year, and 2013 to Contract Expiration

Subject to the salary and healthcare reopener negotiations set out in Article 33, §1.

Section 4. Merit Increases

A. Departmental Merit Criteria

Unless already in place, 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 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 (1st) 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 1, 2, and 3 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 (3) 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," or "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 Provost.

C. Merit Raise Computation

An overall score is calculated, rounded to the nearest 10th, 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 two (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 forty percent (40%), research is awarded forty percent (40%), and service is

awarded twenty percent (20%); the bargaining unit faculty member receives individual scores of two (2) for teaching, two (2) for research, and one (1) for service. The weighted scores would be 0.8 for teaching, 0.8 for research and 0.2 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 10th' as specified in Subsection (C).

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 (2) equal parts – one (1) 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 5. 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 amount of compression/market adjustment for each bargaining unit faculty member who is of the rank of associate professor or professor shall be

$$a_i = \left(\frac{d_i}{\sum_{j=1}^N d_j} \right) \times A$$

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

The deficit for each member is computed as the difference between the average for that members discipline and rank for the "benchmarking" schools from subsection C and the members' salary.

In the case of faculty on overload, their salary shall be corrected to reflect a regular academic year load.

The University and Akron-AAUP shall work jointly in cases where strict application of this section is not possible due to limitations in the available data or other technical reasons to devise a mutually acceptable way to carry out the calculations.

Section 6. Promotion Raises

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 next non-tenure track rank: \$2,000 (effective beginning with the 2011-12 academic year).

Promotion to associate professor: \$3,500.

Promotion to professor: \$4,500.

Promotion to distinguished professor: \$6,500.

Section 7. 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 8. Bonuses for Prestigious Awards

In the event a bargaining unit faculty member receives a national or international prestigious award as determined by the University, the bargaining unit member, as recommended by the President and approved by the Board, shall receive at least

\$2,500 in the form of a lump sum payment to be paid within sixty (60) days after the date of receipt of the award.

Section 9. Adjustment to Salary Based on *Bona Fide* Offer

The University 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 10. 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 ($\frac{1}{24}$) of the academic year salary for each credit.

This section shall not apply to loads beyond twelve (12) load hours in a single semester that do not result in an academic year load above twenty-four (24) load hours provided said semester-semester imbalance does not exceed three (3) load hours.

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	2009-2011
Instructor/Lecturer	\$ 750
Assistant Professor	\$ 775
Associate Professor	\$ 915
Professor	\$ 1,055

Section 11. 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 ten (10) for graduate courses and twelve (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.

This section does not preclude summer compensation from grants, endowed chairs, contracts, or other non-teaching activities.

Section 12. 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 (2) 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 (6) 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 13. Load credit not always equal to course credit

Assigned load hours may differ from course credit hours as determined by the University.

Section 14. 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 (2) 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.

ARTICLE 17
BENEFITS

Section 1. Insurance Benefits

A. Coverage

From January 1, 2010 through December 31, 2010, the University will provide bargaining unit faculty with substantially equivalent substantive 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 have been provided to bargaining unit members pursuant to the 2005-2009 collective bargaining agreement, subject to the same terms and conditions, and subject to the provisions of this Article. In addition to eligible spouses and dependent

coverage, coverage shall also be extended to eligible same sex domestic partners (who must meet the qualifications as set forth in the Affirmation of Domestic Partnership, a copy of which is appended to this Agreement, and must complete such Affirmation), as well as to the eligible dependents of eligible same sex domestic partners. 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. 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.

- B. The above covered benefits and employee contribution to premiums, as well as all other issues relating to such benefits, for the calendar years 2011, 2012, and 2013, shall be subject to a re-opener, as more fully described below and in Article 32 (the employee contribution to premium and contribution and coverage for eligible spouses and dependents of retirees for calendar year 2010 is set forth in a separate Memorandum of Understanding, annexed hereto as a Memorandum of Understanding).

- C. Joint Labor-Management Healthcare Committee

The Parties will establish a Joint-Labor Management Committee/Task Force which shall make recommendations to the Parties' negotiating teams by September 1, 2010 regarding any modifications to benefits covered by this Section, to be effective January 1, 2011, and thereafter; such benefits to be subject to the 2010 re-opener.

- D. Retiree Spouse and Dependent Healthcare Coverage

Through December 31, 2011, 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) years in that pension plan, their spouses and dependents shall receive medical and prescription drug benefits substantially equivalent substantively to such benefits received by the spouses and dependents of active bargaining unit faculty. For calendar years 2012 and 2013, these benefits shall be subject to the 2010 re-opener.

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, Human Resources may require a physician's certificate).
 - (ii) Exposure to contagious disease which could be communicated to other members of the University community.
 - (iii) Illness or injury in the individual's immediate family (as defined below).
 - (iv) Death (to a maximum of five (5) 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/same sex domestic partner, parents, children, dependent children of same sex domestic partner, 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 ten (10) hours per month for all twelve (12) 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 Human Resources for audit and retention.
- c. For 12-month bargaining unit faculty, a continuous period of sick leave commences with the first (1st) 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 (1st)

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 Human Resources.
- 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 (2nd) 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 (1) 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 (10) 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 (10) 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 (¼) of the accrued but unused

sick leave credit up to a maximum of one-fourth (¼) of one hundred twenty (120) 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 (3) annual installments. If made in one (1) lump sum, payment is made in one (1) 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 12-month appointment (effective July 1) have twenty-two (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 forty-four (44) days (352 hours), may be carried forward to the following year. Any accrued and unused vacation in excess of forty-four (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 twenty-two (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 twenty-two (22) days.

For purposes of calculating the lump-sum payment upon (1) 12-month to 9-month employment status change or (2) separation, twenty-two (22) working days shall be equal to one twelfth ($\frac{1}{12}$) 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 the Ohio Revised Code §2113.04 up to a maximum of twenty-two (22) days.

C. Family and Medical Leave

Under the Family and Medical Leave Act of 1993 ("FMLA"), up to twelve (12) weeks of leave without pay during any twelve (12) month period are provided to eligible bargaining unit members for certain family and medical reasons. Bargaining unit members 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 worked at least 1,250 hours (0.6 FTE) over the twelve (12) month period preceding the leave. FMLA leave without pay will be granted for any of the following reasons:

1. The birth of a child, the care of a newborn child, or placement of a child with the bargaining unit member for adoption or foster care;
2. A serious health condition of the bargaining unit 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.
4. A "qualifying exigency" arising out of the fact that the employees spouse, child or parent is called to covered active duty (or notified of an impending call or order to active duty) with the Armed Forces, including the National Guard and Reserves. Covered active duty means duty during deployment of the Armed Forces member to a foreign country. A qualified exigency may include short-notice deployment, attending military events, arranging for alternative childcare, addressing financial and legal arrangements, seeking counseling, attending post-deployment activities, and other similar circumstances.

Note: Leave related to a child's birth or placement for adoption or foster care must be completed within the twelve (12) month period beginning on the date of the birth or placement.

A leave of absence of up to twenty-six (26) weeks in any single twelve (12) month period (rolling forward) will be granted to eligible bargaining unit members for the following purposes:

- a. To care for a covered family member or next-of-kin (nearest blood relative) who has a serious injury or illness incurred by the service member in the line of duty on active duty in the Armed Forces (or existed before the active duty began and was aggravated in the line of active duty in the Armed Forces) and that may render the service member medically unfit to perform his/her duties. The service member must be: (1) undergoing

medical treatment, recuperation or therapy; (2) in outpatient status; or (3) on the temporary disability retired list for the serious illness, or injury.

- b. To care for a veteran who is a covered family member or next-of-kin (nearest blood relative) who has a qualifying serious injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the member's active duty began and was aggravated by service in the line of active duty in the Armed Forces) and that manifested itself before or after the member became a veteran. The veteran must be undergoing medical treatment, recuperation, or therapy for the serious injury or illness and have been a member of the Armed Forces during the five (5) years preceding the date on which the veteran underwent the medical treatment, recuperation, or therapy.

Note: Leave to care for an injured or ill service member, when combined with other FMLA-qualifying leave, may not exceed twenty-six (26) weeks in any single twelve (12) month period.

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

If the bargaining unit member fails to provide at least thirty (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 member fails to provide a medical or other certification to support a request for leave, leave may be delayed until certification is provided. If the employee never produces certification then the leave is not FMLA leave. The University may, at its own expense, request a second (2nd) and/or third (3rd) opinion. If the employee or employee's family member fails to authorize his/her health care provider to release all relevant medical information pertaining to the health condition at issue, as requested by the health care provider for the second/third opinion, the University may deny the taking of FMLA leave. However, if the University requests a second and/or third opinion, and the employee authorizes his/her health care provider to release the relevant medical information, the employee is provisionally entitled to the FMLA leave pending the employer's receipt of the relevant medical information.

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

A "rolling" twelve (12) -month period measured retrospectively from the date a Member uses any FMLA leave shall be used to determine the "twelve (12) month period" in which the twelve (12) 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 Human Resources; and approval of the request made by Human Resources.

When intermittent or reduced work schedule leave is foreseeable due to planned medical treatment, the bargaining unit member must make reasonable efforts to schedule the treatment so as not to unduly disrupt the University's operation and the University may temporarily transfer the member to an alternative position for which the member is qualified, if it better accommodates these recurring periods of leave.

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 or applicable law of the state of Ohio. 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.

Additional information about the FMLA is in **Attachment 2** in this Agreement. For questions or further information about the FMLA, please contact the Human Resources Department.

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 (SPBR) and is in active pay status at the time of scheduled hearing before the SPBR.

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 (1) 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 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 maternity 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 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 one-hundred and eighty (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, and Provost and approved by the Board. The terms and conditions of such leaves shall be mutually approved by the bargaining unit faculty member and the University.

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'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. All bargaining unit members covered by this Agreement shall have the option based on their date of hire and eligibility as determined by State Teacher's Retirement System (STRS) to participate in one of STRS's 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 shall continue to offer the Alternative Retirement Plan (ARP) implemented March 1, 1999, to bargaining unit members 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 members 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. A Roth 403(b) option will be made available January 1, 2011.
- D. Ohio Public Employees Deferred Compensation Plan (OPEDCP) - 457 Plan. Bargaining unit members 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 (2) credit bearing courses or six (6) 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 (4) credit bearing courses or twelve (12) credit hours, whichever is greater, 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 (4) credit bearing 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 (2) non-credit courses per semester (i.e., combined summer, fall, spring), which shall not affect his or her eligibility for credit bearing course fee reduction enrollment.

Some courses are not available for 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 designation assigned) on a first-come, first served 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 (1) year before the first (1st) 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 (1st) day of the course.
- d. An individual may receive fee reductions under only one (1) eligibility category (e.g., bargaining unit member, spouse or dependent) during any one (1) academic period.
- e. Eligibility for other authorized fee credits is determined independently from the individual's status as a University employee or dependent. Thus, other authorized fee credits

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from other entities may be received in the same semester as the University's fee reduction.

- f. Bargaining unit employees with nine (9) 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, same sex domestic partners and dependents (including dependents of same sex partners) (as "dependents" are defined by current rules and dependency tests of the IRS) of bargaining unit faculty.
 - b. Spouses and same sex domestic partners of all bargaining unit faculty while one (1) or both are in the service of the University. Spouses of bargaining unit faculty who are also employees may elect to receive fee reductions as an employee or a spouse.
 - c. Spouses, same sex domestic partners and "dependents" of deceased bargaining unit faculty who were serving the University at the time of death.
 - d. Spouses, same sex domestic partners 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. 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 (2) credit courses or six (6) 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 (4) 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 (4) 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 (2) 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 designation assigned) on a first-come, first served 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 (1) 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 (1st) day of the course.
- d. An individual may receive fee reductions under only one (1) eligibility category (e.g., bargaining unit member, spouse, same sex domestic partner or dependent of any of the foregoing) during any one (1) academic period.
- e. Eligibility for other authorized fee credits is determined independently from the individual's status as a University 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 (9) month appointments are eligible for fee reductions during the summer if reappointed for the following academic year.

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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 (½) 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:

2010-\$10.00 per person
2011-\$11.00 per person
2012-13-Same charge as other employees,

- 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.

Section 7. Parking

Parking will be provided on the same basis as it is provided to all other University employees.

Section 8. Retiree Benefits

With regard to bargaining unit members who retire during the term of this Agreement, the *status quo* shall be maintained in connection with the following benefits that are provided to retirees:

Life insurance, 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 current parking fees paid by fulltime faculty, and access to University computer network and information services.

ARTICLE 18
PROFESSIONAL DEVELOPMENT

Section 1. The University 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 (7) academic years of teaching service at the University

may be granted professional leave for a period of not more than one (1) 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 (2) 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 (7) 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 (1) semester of professional leave. If the professional leave is for two (2) semesters, the faculty member will receive one half (½) compensation for the two (2) 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. 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

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period, and the University shall not pay any additional stipend or other compensation during such period of leave. Leaves may include funding by third (3rd) 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 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 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. 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 procedures set out below:

- 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 a 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 for at least one (1) 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 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. It is the policy of the 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 from time to time provided, however, that provisions herein with respect to individual bargaining unit member's rights shall not be altered.
 - 1. 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. 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. 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 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 the Ohio Revised Code §3345.14, 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 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, the 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 (40%) of the net remaining funds will be distributed to the inventors in recognition of and reward for initiative. An additional ten percent (10%) of net funds will be placed in an account to support the inventor's ongoing University research, five percent (5%) 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 (5%) 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, considerations of "due diligence" provisions which establish levels of expectation and performance of the licensee, and provision for possible license renewal.

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 University and the Akron-AAUP 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.

External marketing or use of distance or distributed learning materials shall be governed under Article 19 Intellectual Property of this Agreement.

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.
- 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. 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. 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. Subject to the provisions of the Management Rights (Article 3), 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. 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 in recognition of a career of accomplishment and contribution to the University. Bargaining unit faculty are eligible for emeritus status upon retirement provided they shall have served the University as a member of the full-time faculty for at least ten (10) 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 for five (5) or more years. The title of Distinguished Professor is an honor recognizing a career that demonstrates substantial professional accomplishments.

- A. Each department/school, or college without departments, shall develop criteria for distinguished professor including those expressed below in this section. Such criteria cannot be implemented without approval by both the

dean and the Provost. In colleges without departments, the entire college faculty functions as the departmental faculty. Such criteria shall be formulated, revised as necessary, and approved before April 15, 2010.

- B. The nominee shall excel in teaching at the University at a level significantly beyond the current expectations for the rank of professor.
- C. The nominee shall excel in scholarly activity (pedagogical or discipline specific) or artistic performance at the University at a level significantly beyond the current expectations for the rank of professor.
- D. The nominee shall have made sufficient contributions to the discipline to be nationally recognized.

Section 2. Nominations for Distinguished Professor shall be made by tenured or tenure track bargaining unit members at the University. The nomination shall be submitted to the tenured faculty of the department/school 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 tenured members, excluding the nominee to form the distinguished professor review committee. The committee shall consist of all tenured Professors. If there are not at least three (3) tenured Professors then tenure track faculty shall be added to the committee in order of seniority (years of service at the University) until there are three (3) committee members. If there are several tenure track faculty with equal seniority whose addition to the committee would raise the membership above three (3), then names shall be chosen by lot to add to the committee so that the total membership does not exceed three (3). The committee shall elect a chair from among its members.
- B. The committee shall review the nomination and submit its recommendation – positive or negative to the dean, with a copy to the nominee. A simple majority of those voting is required for a positive recommendation.
- C. The department chair/school director shall make a separate recommendation, considered sequential, not hierarchical, and submit it to the dean, with a copy to the nominee. The nominee shall have the right to submit clarifications to the letters, to be included in the application. If the nominee wishes, his/her nomination can be withdrawn at this stage.

Section 4. When the dean receives the recommendations, he/she shall convene the distinguished professor college review committee and forward the recommendations to the committee chair.

Section 5. Each college faculty shall elect a distinguished professor college review committee to consider such recommendations. Only tenured bargaining unit members at the rank of Professor or with the title of Distinguished Professor are eligible to serve. No member of the department/school of a nominee shall participate in the discussion or voting concerning said nominee. The committee shall choose its own chair. A simple majority of those voting is required for a positive recommendation. If the recommendation is positive, it is forwarded to the dean who shall forward said recommendation, with his/her recommendation, to the University distinguished professor recommendation committee convened by the Provost. If the recommendation is negative, it is returned to the department/school.

Section 6. The University distinguished professor recommendation committee shall consist of six (6) Distinguished Professors chosen by lot by the Provost's office. Service on this committee shall last three (3) years and no person may serve on the committee for two (2) consecutive terms. Once chosen, the committee shall elect a chair from among its current membership. No member of the department/school of a nominee, or of the distinguished professor college review committee which considered said nominee, shall participate in the discussion or voting concerning said nominee.

- A. The first University distinguished professor recommendation committee formed under this Agreement shall be selected by lot by the Provost's office with the first two (2) distinguished professors drawn serving three (3) years, the second two (2) distinguished professors drawn serving two (2) years, and the last two (2) distinguished professors drawn serving one (1) year. Thereafter two (2) distinguished professors will be selected by lot each year to replace the two (2) who are ending their three (3) year terms. Should a member of the committee be unable to fulfill their full term the Provost's office shall select a replacement by lot to serve for the unexpired term.

Section 7. The nominee shall provide his/her file to this committee, which shall include:

- A. Current vita;
- B. Narrative statement of qualifications;
- C. Supporting documentation which may include letters of support solicited by the nominee;
- D. A proposed list of external reviewers, with at least six (6) entries;

- E. Department/school or college criteria for Distinguished Professor;
- F. Letters of recommendation from the department/school, department chair/school director, dean, and college committee shall include a summary of how the candidate meets the criteria for the title of distinguished professor;
- G. External Letters of Recommendation:
 - 1. The chair of the departmental/school committee shall request at least six (6) external letters of recommendation from a list of external nationally recognized individuals in their discipline, including at least two (2) from the nominee's list. The department chair/school director and the dean may add other references if they so wish.
 - a. The list shall include the credentials of the potential reviewers and his/her relationship to the candidate. The list will include all names provided by the nominee as well as any that the department/school tenured faculty, chair/director, and dean provide.
 - b. Letters of request shall include:
 - (i) Department/school criteria for the title of distinguished professor;
 - (ii) Request that the reviewer address the context of the candidate's work as it relates to the discipline;
 - (iii) Candidate's vita and narrative statement;
 - (iv) Due date.

Section 8. Procedures of the University distinguished professor recommendation 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 ($\frac{2}{3}$) majority of the review committee votes favorably, it shall forward the recommendation to the Provost. Otherwise, the file is

returned to the nominee with a statement indicating the rationale for the rejection;

- E. The committee shall forward its positive recommendations to the Provost by April 1st.

Section 9. Procedures of the University distinguished professor recommendation committee may include, but are not limited to the following:

- A. The committee may interview the chair of the departmental/school committee;
- B. The committee may interview the department chair/school director;
- 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 Provost shall forward each recommendation, with his/her recommendation, to the President. If the President approves, the recommendation is forwarded to the Board for consideration at the next Board meeting. Once approved by the Board, the title becomes effective at the beginning of the following fall semester;
- G. The successful candidate(s) shall be recognized by the University community at an appropriate public event.

Section 10. A minimum compensatory award specified in Article 16 shall be added to the successful nominee's base salary.

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 §§ 109.361 and 109.362. To the extent authorized in Revised Code §§ 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 Ohio Attorney General determine that the acts or omissions of the employee were not within the terms of Revised Code §9.87 (B)(2).

Denial of representation or indemnification by the Ohio 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: (a) professional activities not connected with employment for the University, 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 (b) 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.

Section 2. Bargaining unit faculty shall submit on forms required by the Board 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. Disclosure forms are available on the Office of Research Services and Sponsored Programs web site.

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

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 to be reemployed full-time with the University 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. 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. 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 (2) sixteen (16) week semesters of instruction each of which will include a final examination week.
- B. A summer term of at least thirteen (13) weeks with multiple summer sessions ranging from five to ten (5 -10) weeks.¹

Specialized workshops, seminars or specific programs may require schedule variations

Section 2. Holiday schedule

The University 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.

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

ARTICLE 27
WORKLOAD

In accordance with the requirements of Ohio Revised Code §3345.45, the Board 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/SAME SEX DOMESTIC PARTNER HIRES

Section 1. Consideration of spousal/same sex domestic partner hiring issues should occur only at the initiative of the candidate for recruitment or retention and with the approval of the Provost, and notice to the President of the Akron-AAUP, or designee. In order for a candidate's same sex domestic partner to be considered, the candidate must complete an Affirmation of Same Sex Domestic Partnership, a copy of which is appended to this Agreement.

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 (2nd) tenure track position can be created.
- B. A three (3) year term appointment can be created. At the conclusion of the three (3) year term appointment, a tenure track position can be created and a national search can be launched. The spouse/same sex domestic partner would have to be the successful candidate to continue.
- C. An instructor position can be created.
- D. If the spouse/same sex domestic partner 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 fifty (50) mile radius.

Section 4. Considerations of merit and affirmative action

- A. Under no circumstance should a spousal/same sex domestic partner 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/same sex domestic partner and such consideration includes the creation of a new position, the receiving academic unit bargaining unit faculty members shall make recommendations to the dean and the Provost concerning the following:
 - 1. Merits of the spousal/same sex domestic partner 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/same sex domestic partner must desire and need an additional faculty member. A spouse/same sex domestic partner 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 Section 1 B and C (which 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
REAPPOINTMENT AND PROMOTION OF COLLEGE LECTURERS AND
INSTRUCTORS

- A. College Lecturers and Instructors are non-tenure track (NTT) faculty whose positions are distinct from visiting positions that have an express limit of employment specified at the time of hire. The expectation for NTT positions is that they will continue as long as the University identifies the need for them, and that if the University's needs or goals change, such

positions may be modified or eliminated. NTT faculty holding a three (3) year appointment may reasonably expect that they will not be terminated without just cause. However, satisfactory performance cannot guarantee reappointment.

- B. NTT faculty are categorized into three (3) rank levels. The initial ranks are College Lecturer and Instructor, the intermediate ranks are Associate College Lecturer and Associate Instructor, and the highest ranks are Senior College Lecturer and Senior Instructor. Faculty holding a College Lecturer rank shall have no duties besides teaching, while faculty holding an Instructor rank shall have teaching duties as well as service and/or research duties appropriate to the current needs of the academic unit. The specific duties of College Lecturers and Instructors shall be specified clearly in the appointment letter.
- C. NTT faculty holding a College Lecturer rank shall have a teaching load of twelve (12) credit hours per semester or twenty-four (24) credit hours per academic year. NTT faculty holding an Instructor rank shall have a reduced teaching load, with the balance reserved for service and/or research duties as specified in the appointment letter, but not to exceed a total workload equivalent of twelve (12) credit hours per semester or twenty-four (24) credit hours per academic year. In addition, this Agreement's overload policy (Article 16, Section 10) applies to these positions.
- D. Faculty at the initial and Associate ranks are appointed annually, following the evaluation process outlined below. Faculty at the Senior ranks are appointed for three (3) year terms, subject to the evaluation process outlined below and contingent upon the conditions of the appointment letter. Continued reappointment for longer than six (6) years shall not constitute de facto tenure.
- E. The appointment letter shall specify the length and conditions of employment for the duration of the appointment. These conditions shall include the credit load of teaching, service and/or research expected of the faculty member, and may vary from one (1) appointment cycle to the next.

If the needs of the academic unit change sufficiently from one (1) appointment cycle to the next, or within an appointment cycle, a faculty member may be reclassified from College Lecturer to Instructor or vice versa; from Associate College Lecturer to Associate Instructor or vice versa; or from Senior College Lecturer to Senior Instructor or vice versa. Recommendation for reclassification shall be made by the academic unit chair/director, in consultation with the academic unit tenured faculty and the faculty member, and must have the approval of the dean and the

Provost. Under normal circumstances, such reclassification shall not occur more than once every three (3) years.

F. General Considerations concerning the Reappointment and Promotion Process:

1. All academic units shall follow University-wide procedures for reappointment and promotion in Article 13, Section 8 and adhere to the timelines in Article 13, Section 7 when conducting a performance evaluation or considering a promotion application;
2. The criteria to be considered for evaluation for reappointment and promotion are the same as those described in Article 13, Section 3(b) for tenure track faculty. Faculty in the College Lecturer ranks are evaluated for teaching performance. Professional activities submitted by the faculty member may also be considered in the evaluation. Faculty in the Instructor ranks are evaluated for the combination of teaching, research and service specified in the appointment letter covering the time period under consideration;
3. The tenured faculty of the academic unit shall constitute the NTT Evaluation Committee. If there are fewer than three tenured members in the academic unit, the bargaining unit members of the academic unit shall formulate rules to add committee members so that there are three (3) members for the committee. The academic unit chair/director shall call an organizational meeting where the committee shall elect a chair from its members;
4. The candidate's file shall include quantitative and qualitative evidence of teaching performance, as described in Article 13, Section 3(E), and in the case of faculty in the Instructor ranks, shall also include evidence of service and scholarly achievement, as appropriate;
5. There is no external review process for reappointment or promotion of NTT faculty.

G. Process for Evaluation and Reappointment

1. The evaluation and reappointment process shall follow the timelines in Article 13, Section 7. Performance evaluations shall be conducted in the fall semester in parallel with the RTP process for tenure track faculty.

2. Evaluation Schedule

- a. NTT faculty in their first (1st) year may be reappointed for a second (2nd) year by recommendation of the academic unit chair/director.
- b. NTT faculty shall undergo initial performance evaluations at the beginning of their second (2nd) and third (3rd) full academic years. The period of performance to be evaluated for the second (2nd) year evaluation is the previous academic year. The period of performance to be evaluated for the third (3rd) year evaluation is the previous two (2) academic years.
- c. Thereafter, NTT faculty shall undergo a full performance evaluation every three (3) years - at the beginning of their fourth (4th), seventh (7th), tenth (10th), and so on, full academic years. The period of performance to be evaluated is the three (3) previous academic years.
- d. NTT faculty between full performance evaluations shall be reappointed by the academic unit chair/director.
- e. The only difference between an initial performance evaluation and a full performance evaluation is the period of performance under evaluation.
- f. At the conclusion of each initial or full performance evaluation, the NTT faculty member shall be provided with a written summary of the performance evaluation's outcome and conclusions.

3. Reappointment Issues

- a. NTT faculty at the initial and associate ranks are appointed annually. Reappointment decisions are made by the academic unit chair/director with consideration of the results of initial or full performance evaluations, as well as continuing programmatic need and budgeted resources. These decisions are subject to approval by the dean and the Provost.
- b. Faculty at the senior ranks are appointed to three (3) year terms, contingent upon the conditions of the appointment letter. Annual reappointment decisions within three (3) year terms are made by the academic unit chair/director with consideration of the results of the full performance

evaluation, as well as continuing programmatic need and budgeted resources. The academic unit chair/director shall submit his/her recommendation to the dean for approval in accordance with the timelines and procedures in Article 13.

- c. When any NTT faculty member is not to be reappointed, the University shall provide him/her a written explanation as to the reason(s).
- H. College Lecturers and Instructors are eligible to be promoted to Associate College Lecturer or Associate Instructor at the time of the second (2nd) full performance evaluation, after six (6) full years of service, or having taught sufficient credit hours at the University as specified in subsection (J) below. Promotion shall be granted with a satisfactory evaluation and approval of the academic unit chair/director and the dean and Provost.
- I. Process for Promotion to Senior Ranks
1. Associate College Lecturers and Associate Instructors are first (1st) eligible to be promoted to Senior College Lecturer or Senior Instructor at the time of the third (3rd) full performance evaluation, after nine (9) full years of service. A request for consideration for promotion may be made in any year after this.
 2. Associate College Lecturers and Associate Instructors who wish to apply for promotion must submit a letter of intent by April 15 to the academic unit chair/director, and must submit an application letter with supporting documentation to form the promotion application file by the end of the second (2nd) week of the fall semester.
 3. An application for promotion to Senior College Lecturer or Senior Instructor shall normally be considered as part of the triennial performance evaluation at nine (9) years of service. The evaluation committee shall submit its recommendation to the academic unit chair/director. The committee's recommendation may be "unsatisfactory performance," "satisfactory performance but not recommended for promotion," or "more than satisfactory performance and recommended for promotion." The committee's recommendation shall include commentary on the faculty member's performance, including suggestions for achieving promotion (if appropriate). The committee's recommendation shall be provided to the faculty member.
 4. In response to applications for promotion submitted between triennial reviews, the evaluation committee shall submit to the academic unit chair/director its favorable or unfavorable

recommendation. The committee's recommendation shall be provided to the faculty member.

J. Initial Hire

1. Initial appointment at the Associate or Senior ranks may occur if the experience of the individual and needs of the department warrant such consideration and the academic unit chair/director, the dean and the Provost approve.
2. Former part-time instructors with teaching experience at the University who have been hired into full-time service shall be credited with equivalent full-time years of service at the rate of twenty-four (24) credit hours per year. This credit shall be used only for scheduling the performance evaluations. For example, an individual with fifty (50) credit hours of teaching experience hired as a College Lecturer shall be credited with two years of experience and shall undergo the second initial performance review in their first (1st) year of full-time service.

- K. Nothing in this Agreement shall create either special advantage for or detriment to NTT faculty members in applying for appointment to available tenure-track positions for which they are qualified. A NTT faculty member may apply and compete for such opportunities as they become available on the same basis as all other qualified candidates from within or outside the University, and without jeopardy to the NTT appointment he/she currently holds.

Similarly, nothing in this Agreement shall either guarantee, or preclude the University from offering, a tenure-track appointment to a NTT faculty member during the term of his/her appointment, consistent with the fulfillment of the criteria, procedures and policies for making appointments to such positions.

L. Implementation

The performance evaluation schedule for existing NTT faculty shall be implemented beginning in the fall 2010 semester and shall be based on previously accumulated years of service: NTT faculty beginning their second (2nd) or third (3rd) full academic year shall undergo an initial performance evaluation, and NTT faculty beginning their fourth (4th), seventh (7th), tenth (10th), or so on, full academic year shall undergo a full performance evaluation.

College Lecturers and Instructors who are eligible for promotion to associate rank shall be considered for such in fall 2010. Those who are

eligible for direct promotion to senior rank may submit a letter of intent in spring 2010 and apply in fall 2010. These promotions will be effective beginning in fall 2011.

ARTICLE 30
BRANCH CAMPUSES

Section 1. Faculty

Branch campus bargaining unit faculty, as members of the University 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 and subject to retrenchment as defined in Article 15 (Retrenchment) of this Agreement.

ARTICLE 31
PAST PRACTICES

Except as set forth in this Agreement, the University 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 members in more than one department, will be developed and implemented only after due consultation with and advice of appropriate faculty bodies. Should no agreement be reached on any discontinuance or modification proposed, the University may implement the same only after engaging in effects bargaining with the Akron-AAUP.

ARTICLE 32
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 Board shall not be considered a regulatory authority.

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 and shall continue in full force and effect until 12:01 a.m. on December 15, 2012, and will be extended for an additional period of time until 12:01 a.m. on December 15, 2013, 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); provided, however, that the parties shall negotiate for the period July 1, 2010-December 15, 2013 only with respect to mid-term increases/modifications regarding Article 16 (Compensation) and modifications regarding Article 17, Section 1 (benefits set forth therein-including benefits for eligible spouses and dependents of retirees, provided however, that such benefits shall be substantially equivalent substantively to those of bargaining unit faculty at least through December 31, 2011) and Section 5 (Tuition Reimbursement/Reduction). Such

negotiations should begin not less than seventy-five (75) days prior to December 15, 2010, and in accordance with Section 2, below, except that the University and Akron-AAUP agree in advance that, if available, Mr. Robert Stein shall be the mediator/fact-finder for such re-opener.

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. 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 (2) 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 § 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 (2) weeks of receipt of the list of fact finders from SERB utilizing the procedures in Ohio Revised Code § 4117.14;
 - 4. That the fact finding hearing shall be conducted in accordance with Ohio Revised Code § 4117.14, subject to the provisions of this Agreement;
 - 5. That the fact finding hearing shall be scheduled within four (4) 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			
Hospital Services						
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
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%

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			
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%
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			
Mental & Nervous						
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			
Substance Abuse						
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			
Prescription Drugs						
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

Whereas, the department of Mechanical Engineering in the College of Engineering has recommended to the Dean of the College the establishment of a full-time non-tenure track faculty position (a copy of the recommendation is attached hereto and made a part hereof as Attachment A); and,

Whereas, the Dean of the College has approved the recommendation; and,

Whereas, the Akron-AAUP and The University of Akron mutually agree to the establishment of a full-time non-tenure track faculty position within the department of Mechanical Engineering in the College of Engineering consistent with the recommendations of the bargaining unit faculty in that college.

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

1. 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 open rank in accordance with the recommendations of the bargaining unit faculty as set forth in Attachment A and as approved by the Provost.
2. The appointment shall be subject to approval by The University of Akron Board of Trustees.
3. The full-time non-tenure track faculty whose position is subject to this Memorandum of Understanding shall be a member of the Akron-AAUP bargaining unit and shall be covered by the Akron-AAUP and The University of Akron Collective Bargaining Agreement.
4. In the event that there are additional recommendations in the future from the College 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.
5. The non-tenure track faculty person who is subject to this Memorandum shall be annually reviewed and receive wage increases, as specified in the current collective bargaining agreement, consistent with the recent past practice of addressing these issues.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be made effective this ____ day of ____, 2009.

THE UNIVERSITY OF AKRON

By: _____

Witness

THE AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS,
UNIVERSITY OF AKRON CHAPTER

By: _____

Witness

MEMORANDUM OF UNDERSTANDING

Whereas, the faculty of the College of Nursing have recommended to the dean of the college for the establishment of full-time non-tenure track faculty; and,

Whereas, the Dean of the College of Nursing has approved these recommendations; and,

Whereas, the Akron-AAUP and The University of Akron mutually agree to the establishment of full-time non-tenure track faculty positions within the College of Nursing consistent with the recommendations of bargaining unit faculty in that college.

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 13 (Retention, Tenure and Promotion) and Article 11 (Initial Hire) prior to the expiration of the collective bargaining agreement negotiated by the parties to replace the 2005- 2009 agreement.
2. All appointments shall be subject to approval by The University of Akron Board of Trustees.
3. 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.
4. 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 day of December, 2009.

Witness

THE UNIVERSITY OF AKRON
By: _____

Witness

THE AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS,
UNIVERSITY OF AKRON CHAPTER
By: _____

Memorandum of Understanding

December 8, 2009

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, and had also arisen during the prior negotiations and was the subject of a prior side letter. That prior 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 re-confirms the prior side letter and the 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.

MEMORANDUM OF UNDERSTANDING

The University of Akron and the Akron-AAUP agree that for the 2010 re-opener only, the University shall provide three (3) hours of release time per academic semester for one member of the Akron-AAUP Negotiating Team (other than the Chief Negotiator), as determined by the Akron-AAUP, during those negotiations.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be made effective this ____ day of January, 2010.

THE UNIVERSITY OF AKRON

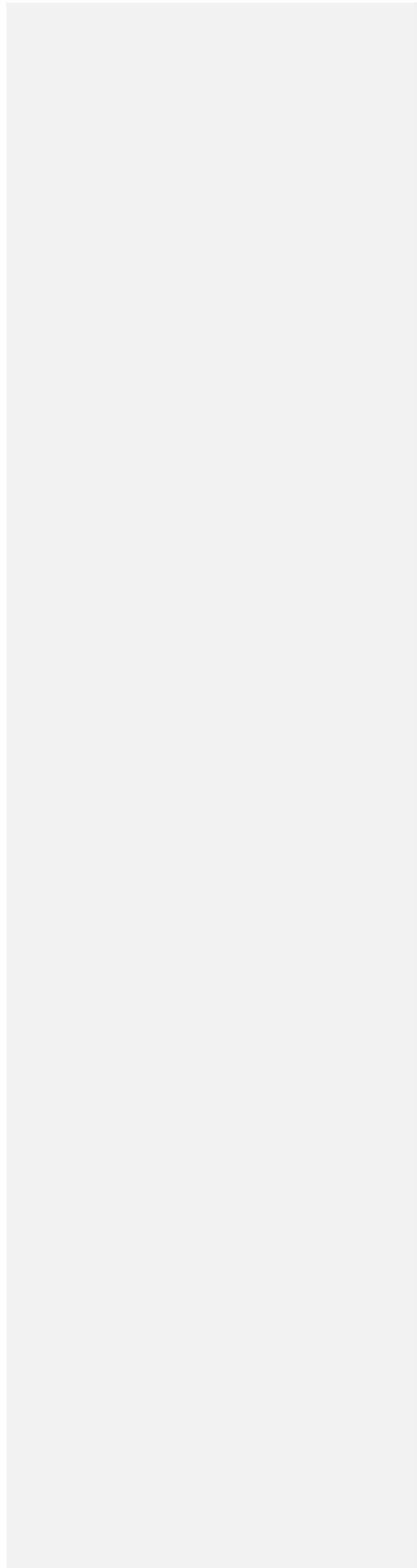
Witness

By: _____

THE AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS,
UNIVERSITY OF AKRON CHAPTER

Witness

By: _____



MEMORANDUM OF UNDERSTANDING

The University of Akron and the Akron-AAUP agree that the University shall continue to consider on a case-by-case basis, consistent with how it has done so in the past, providing additional paid sick leave to those bargaining unit members who have exhausted their sick leave.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be made effective this ____ day of January, 2010.

THE UNIVERSITY OF AKRON

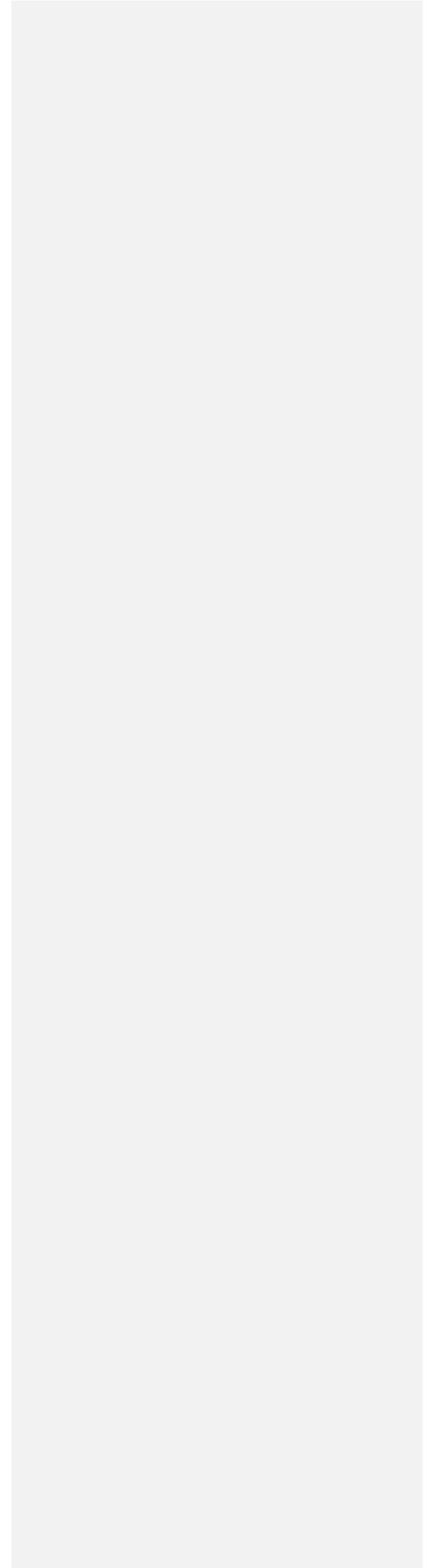
By: _____

Witness

THE AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS,
UNIVERSITY OF AKRON CHAPTER

By: _____

Witness



MEMORANDUM OF UNDERSTANDING

The University of Akron and the Akron-AAUP agree that the contractual language regarding domestic partner (same sex) benefits, as proposed by the Akron-AAUP, will become part of the parties' successor collective bargaining agreement upon its ratification by the parties, unless the Ohio Attorney General issues an opinion that in any way impairs The University of Akron's ability to provide domestic partner benefits to its employees. If the Ohio Attorney General issues an opinion that in any way impairs The University of Akron's ability to provide domestic partner benefits to its employees, then the provisions of the parties' collective bargaining agreement conferring domestic partner benefits shall immediately be revised to conform to that opinion.

This MOU is subject to Article 31, Separability, of the parties' successor collective bargaining agreement.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be made effective this ___ day of January, 2010.

THE UNIVERSITY OF AKRON

By: _____

Witness

THE AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS,
UNIVERSITY OF AKRON CHAPTER

By: _____

Witness

MEMORANDUM OF UNDERSTANDING

November 12, 2009

Recognizing the time pressure for holding open enrollment for the 2010 benefit year (January 1, 2010 through December 31, 2010), the Akron-AAUP and The University of Akron agree:

1. To continue group medical, pharmacy, dental, vision, life, and long- and short-term disability insurance coverage for 2010 under the same terms and conditions as specified in the current collective bargaining agreement. Set forth below is the premium contribution to be paid:

	% Salary	Flat Single	Flat E&S	Flat E&C	Flat Family
HP	1.6%	\$0	\$725	\$700	\$1,000
KP	1.6%	\$0	\$725	\$700	\$1,000
PPO	1.7%	\$0	\$925	\$900	\$1,225
SUMMA	1.7%	\$0	\$925	\$900	\$1,225
COMP	PPO plus differential				

2. To negotiate the terms and conditions for group medical, retiree spouse and dependant medical, pharmacy, dental, vision, life, and long- and short-term disability insurance coverage for benefit years 2011 and 2012.
3. That bargaining unit faculty who retire between December 15, 2009 and December 15, 2010 will receive the same benefits as specified in the current collective bargaining agreement and applicable Memorandum of Understanding (MOU 8, regarding the Status Quo on Retiree Benefits dated 11/15/2005), with the sole exception of health insurance coverage for retiree spouses and dependants.
4. That health insurance coverage provided for retiree spouses and dependants in calendar year 2009 will be duplicated in 2010 except the University may change at its sole and exclusive option (providing any such change is applied uniformly to all similar situated retirees): (1) the Medicare coordination of benefits basis from "standard" to "maintenance" and/or (2) retiree spouses and/or dependants may be charged 15% of the monthly premium that the University pays for such coverage. The parties acknowledge that if the above are implemented to the full extent set forth herein, then The University would be providing to the spouses and dependents of retirees substantially equivalent medical and prescription benefits as The University is providing to active employees, their spouses and dependents.
5. That the University did not adjust employee contributions to monthly premiums from 2008 to 2009. The University waives its right and shall not attempt to recover any of those previously unassessed contributions.

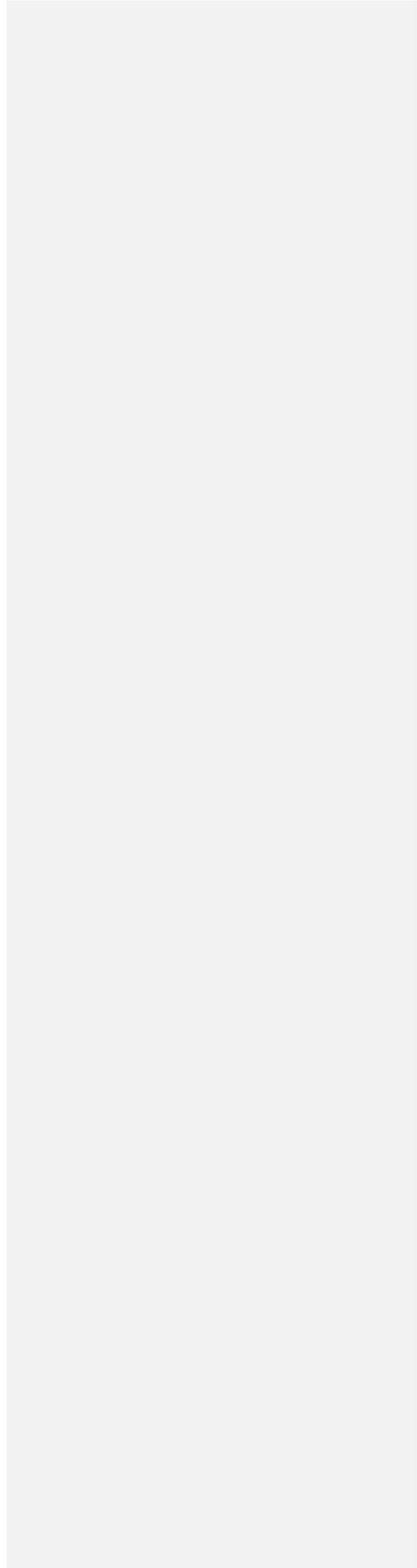
This MOU is contingent upon ratification by Akron-AAUP and approval by The University of Akron Board of Trustees, which shall occur as quickly as reasonably possible.

H. Michael Cheung for
Akron-AAUP

Steven Nobil for
The University of Akron

Witness

Witness



Affirmation of Same Sex Domestic Partnership

I, _____, submit this Affirmation of Same Sex Domestic
(Name of Employee)

Partnership to establish _____ as a Same Sex Domestic Partner
(Name(s) of Domestic Partner)

(as defined below) for the purpose of obtaining benefits The University of Akron extends to employees' Same Sex Domestic Partners.

1. I declare that my same sex partner is eligible for benefits because we meet all of the following criteria:

- We are both at least age 18.
- We are in an exclusive, committed relationship that is intended to be permanent.
- No Same Sex Domestic Partner is legally married to another person.
- We share a mutual obligation of responsibility for each other's common welfare.
- We have shared a principal residence for at least the last twelve (12) months and we intend to do so indefinitely.
- We have not become Partners for the reason of securing Same Sex Domestic Partner benefits from The University of Akron.

2. **If I am enrolling any child of my Same Sex Domestic Partner, I declare that they meet all of the following criteria:**

- The children reside in our household.
- The children are unmarried and (a) less than 23 years of age and (b) not regularly employed on a full-time basis, or (c) are of any age and are mentally or physically incapable of supporting themselves.
- The children are dependent on me and/or my Same Sex Domestic Partner for at least 50% of their support.
- I or my Same Sex Domestic Partner have a court-appointed legal relationship with the children (e.g. adoption, guardianship, foster child), or my Same Sex Domestic Partner is the biological parent of the child.

3. I agree to complete an Affirmation of Termination of Same Sex Domestic Partnership within thirty-one (31) days of any change in the circumstances attested to in this Affirmation.

4. If I cease to have any Same Sex Domestic Partner, I understand that another Affirmation of Same Sex Domestic Partnership cannot be filed until twelve (12) months have passed since such cessation.

5. I understand I may be responsible for payment of income taxes as a result of The University Akron providing benefits to my Same Sex Domestic Partner.
6. I will provide to the Plan Administrator or designated representative two documents to verify the Same Sex Domestic Partnership. Examples of acceptable documents include but may not be limited to:
 - joint mortgage or title for our home
 - joint lease for our residence
 - both of our current driver's licenses or other government identification showing the same address
 - both of our recent tax returns showing the same address
 - one bill addressed to each of us at the same address
 - evidence of a joint asset (e.g. recent statement for a joint checking account or investment account, declaration page for a joint insurance policy, common ownership of an automobile, etc.)
 - service agreement or membership in both of our names
 - evidence of a joint debt
 - evidence of joint coverage under a prior employer's health plan
 - designation of one by the other as beneficiary for life insurance, retirement benefits, or estate
 - designation of one by the other as beneficiary for life insurance, retirement benefits, or estate
 - designation of the same sex domestic partner as durable power of attorney, health care proxy, or executor
 - registration of partnership with a state or municipality
 - birth certificate
7. I understand that providing false or misleading information in this Affirmation may result in any or all of the following actions by The University of Akron: a requirement that I reimburse The University Akron for all expenses and disciplinary action up to an including termination.
8. **I understand that this Affirmation of Same Sex Domestic Partnership, the Declaration of Tax Status, the Affirmation of Termination of Same Sex Domestic Partnership and other documents related to same sex domestic partnership benefits at The University of Akron may be considered public records under Ohio Public Records Law (Ohio Revised Code §149.43) and may be subject to disclosure if required by this or other laws.**

I affirm that the assertions in this Affirmation are true to the best of my knowledge.

Signature of Employee

Last Four Digits of
Social Security Number

Date

Affirmation of Termination of Same Sex Domestic Partnership

I, _____, submit this Affirmation of Termination of Same Sex Domestic Partnership in order to cancel the Affirmation of Same Sex Domestic Partnership previously filed. I declare and acknowledge that I wish to cancel the Affirmation for the following reason:

¶ The Relationship between _____ and me ended on _____ .
(Name of Domestic Partner) *(Date)*

¶ My same sex domestic partner _____ died on _____ .
(Name of Domestic Partner) *(Date)*

I understand that the effect of filing this Affirmation of Termination of Same Sex Domestic Partnership is that my Same Sex Domestic Partner and his or her children will no longer be covered under The University of Akron's Benefits Program.

I understand that I must wait twelve (12) months before I am eligible to cover a new same sex domestic partner or his or her children under The University of Akron's Benefits Program.

Furthermore, if I had declared my Same Sex Domestic Partner or his or her children as my tax dependent, I understand that I may be liable for taxes due to terminating this coverage.

In the event that termination of this relationship is not due to the death of my Same Sex Domestic Partner, I will mail my former Same Sex Domestic Partner a copy of this notice within thirty (30) days at the following address:

(Address)

I affirm that the assertions in this Affirmation are true to the best of my knowledge.

Signature of Employee _____ _____
Last Four Digits of Date
Social Security Number

Declaration of Tax Status for Same Sex Domestic Partnership

Important: Declaring a domestic partner as a dependent may have tax implications for you. It can be complex to determine whether an individual satisfies the definition of a tax dependent under the Internal Revenue Code. **You may wish to consult a tax professional for advice on your personal situation before you declare that your same sex domestic partner and/or his or her children is/are your dependent(s) as defined in Section 152 of the Internal Revenue Code.**

Without intending to provide legal tax advice, in general, a person who is a member of your household generally qualifies as your tax dependent under the Internal Revenue Code if:

- You provide more than 50% of his or her financial support,
- The individual lives with you for the entire calendar year,
- The individual is a citizen or resident of the United States, and
- Your relationship is not in violation of any local laws.

The University of Akron will not accept responsibility for any loss or tax liability of the employee or his or her same sex domestic partner or his or her children in the offering of same sex domestic partner benefits.

Tax Status

List your same sex domestic partner and each of his/her children that you wish to enroll for The University of Akron Benefits, and indicate whether you declare them to be your tax dependent as defined above.

Name(s)	Tax Dependent?	
Partner:	<input type="checkbox"/> yes	<input type="checkbox"/> no
Child:	<input type="checkbox"/> yes	<input type="checkbox"/> no
Child:	<input type="checkbox"/> yes	<input type="checkbox"/> no
Child:	<input type="checkbox"/> yes	<input type="checkbox"/> no
Child:	<input type="checkbox"/> yes	<input type="checkbox"/> no

I understand that if I do not declare my same sex domestic partner and/or his or her children to be my tax dependent, I will be subject to all applicable federal, state, local and payroll taxes for his/her/their benefits, and that I may not use my Flexible Spending Account (FSA) for their unreimbursed expenses. I agree to notify The University of Akron immediately of any change in tax dependency status. I understand that if I had previously certified my same sex domestic partner and/or his or her children as tax dependents, I may be liable for taxes due to changing the tax status.

Signature of Employee

Last Four Digits of
Social Security Number

Date

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal responsibilities, attending certain counseling sessions, and attending post-deployment readjustment programs.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave in care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy, or is in a comparable status, or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 1 consecutive calendar day, combined with at least two visits to a health care provider at one visit and a regimen of continuing treatment, or incapacity due to pregnancy or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to exhaust leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedure.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic certification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any duties of information required as well as the employee's rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA;
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-589-5627
WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division



WHD
U.S. Wage and Hour Division
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