

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

2010 CONTRACT NEGOTIATIONS

October 20, 2010

ARTICLE 16
COMPENSATION

Section 3. 2011-2012 Academic Year. Each bargaining unit member employed as a member of the faculty as of July 1, 2011, who also was a member of the bargaining unit as of the beginning of fall semester 2010, whose performance review is satisfactory or better as determined by the merit review criteria shall receive a 0.5% increase and be eligible for the following increases. An amount of 2.0% will be set aside for a merit increase based on merit evaluation for the academic year 2010-2011. An amount of 2.0% will also be set aside for compression/market adjustments. An amount of 0.5% will be set aside and allocated by the University to faculty base salaries to fund its strategic priorities as determined by the administration. No bargaining unit faculty member's salary will be increased by more than \$5,000 through the application of strategic priorities.

For the fiscal year ending June 30, 2010 ("fiscal year 2010," hereafter), the recurring revenue that the University received from SSI (not including federal stimulus dollars) and actual money received in tuition (not including scholarships, grants and aid, etc.) was \$284,901,495. If the recurring revenue for fiscal year ending June 30, 2011, as determined by the audited financial statements, is 2%-3.99% lower than it was for fiscal year 2010, then each of the compensation increases for academic year 2011-2012 will be reduced by 25%. If the recurring revenue is 4%-5.99% lower, then each of the compensation increases will be reduced by 50%. If the recurring revenue is 6%-7.99% lower, then each of the compensation increases will be reduced by 75%. If the recurring revenue is 8% lower or more, then no increase in compensation will be received for academic year 2011-2012. All compensation increases will be retroactive to the beginning of academic year 2011-2012 for nine month faculty and July 1, 2011 for twelve month faculty. In the event that the State delays or defers the allocation of SSI dollars from one fiscal year to the next, and the University eventually receives those payments, the fiscal year benchmark shall be calculated as if that payment were made on time.

Section 4. 2012-2013 Academic Year. Each bargaining unit member employed as a member of the faculty as of July 1, 2012, who also was a member of the bargaining unit as of the beginning of fall semester 2011, whose performance review is satisfactory or better as determined by the merit review criteria shall receive a 1.0% increase and be

eligible for the following increases. An amount of 2.0% will be set aside for a merit increase based on merit evaluation for the academic year 2011-2012. An amount of 2.0% will also be set aside for compression/market adjustments. An amount of 0.5% will be set aside and allocated by the University to faculty to fund its strategic priorities as determined by the administration. No bargaining unit faculty member's salary will be increased by more than \$5,000 through the application of strategic priorities.

If the recurring revenue for the fiscal year ending June 30, 2012, as determined by the audited financial statements, is 2%-3.99% lower than it was for fiscal year 2010, then each of the compensation increases for academic year 2012-2013 will be reduced by 25%. If the recurring revenue is 4%-5.99% lower, each of the compensation increases will be reduced by 50%. If recurring revenue is 6%-7.99% lower, each of the compensation increases will be reduced by 75%. If it is 8% lower or more, then no increase in compensation will be received for academic year 2012-2013. All compensation increases will be retroactive to the beginning of academic year 2012-2013 for nine month faculty and July 1, 2012 for twelve month faculty. In the event that the State delays or defers the allocation of SSI dollars from one fiscal year to the next, and the University eventually receives those payments, the fiscal year benchmark shall be calculated as if that payment were made on time.

Section 5. 2013-2014 Academic Year. Compensation for academic year 2013-2014 will be the subject of a compensation reopener pursuant to Article 33, Section 1 of this Agreement.

Section 6. 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 7. Market Adjustment

Compression/market adjustments for associate professors and professors will be determined by appropriate benchmarking within disciplines. The process proceeds as follows:

- A. The goal is to work from data including at least discipline, rank, special title or designation, years of service, gender and salary, which shall be collected each year from mutually agreed upon benchmark lists for Main Campus, Wayne College, and Summit College. The benchmark lists will be constructed by the joint Administration – Akron AAUP committee described below. The committee shall complete its work by May 1 of each year, and if not completed by that time then the status quo benchmark list regarding market adjustment shall be maintained.
- B. The market comparison categories shall be:
1. Associate Professor
 2. Professor without special title
 3. Professor with special title--distinguished professor or endowed professor
- C. Half of the amount of compression/market adjustment for each bargaining unit faculty member in the categories listed in Sub-section B, *supra*, shall be

$$a_i = \left(\frac{d_i}{\sum_{j=1}^N d_j} \right) \times A/2$$

where

A is the total market adjustment pool

d_i is the deficit for the Member in question

d_j is the deficit for each Member

N is the total number of Members for the purposes of this section; hence the summation in the formula above is the total deficit for all Members affected by this section

The deficit for each member is computed as the difference between the years of service adjusted average for that members discipline and category for the “benchmarking” schools above and the member’s salary. The years of service adjusted average is computed as the product of the average for that members discipline and category for the “benchmarking” schools and the years of service factor, $(1 + i)^{(n-M)}$, where n is the member’s years in rank

and for 2011-2012, $i = 0.02$, and $M = 12$ for Professors, and the service factor is 1.0 for associate professors, *i.e.*, i equals 0.00 for this rank. Only positive deficit values are used in the calculations for this section. The parameters i and M may be adjusted by the joint Administration – Akron AAUP committee described below.

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

- D. Chairs in consultation with at least 2 elected bargaining unit members of the department will determine the allocation of the other half based on the full history of documented performance of bargaining unit members at The University of Akron. Each allocation to the bargaining unit member shall be supported by written documentation of the basis and justification for the allocation based on a majority vote of the chair and elected bargaining unit members.
- E. A joint Administration – Akron AAUP committee with two members selected by the Provost and two members selected by the President of Akron-AAUP will: administer the technical details of the compression/market adjustments, devise a mutually acceptable way to carry out the calculations where strict application of this section is not possible due to limitations in the available data or other technical reasons, construct and amend the benchmark lists and adjust the years of service factor parameters based on a continuing review of the available data. This committee shall make decisions based on a simple majority vote and report its actions to the Provost and the President of Akron-AAUP respectively.

Section 8. 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 associate instructor or associate lecturer: \$2,000 (effective beginning with the 2011-12 academic year).

Promotion to senior instructor or senior lecturer: \$2,000 (effective beginning with the 2011-12 academic year), increasing to \$3,000 (effective beginning with the 2012-13 academic year).

Promotion to associate professor: \$6,000.

Promotion to professor: \$9,000.

Section 9. Provision Ending Stipends for Grant Activity

For grant applications submitted since January 1, 2006 and prior to January 1, 2011, 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 10. 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 11. Adjustment to Salary Based on *Bona Fide* Offer, or other Special Cases.

The University of Akron has the right (but not the obligation) to make a positive salary adjustment for any bargaining unit faculty member who has been given a *bona fide* written offer of employment, in order to counter such offer and retain the bargaining unit faculty member to whom it has been made. The University shall inform the Akron-AAUP of any adjustment made pursuant to this section and shall provide the Akron-AAUP with a copy of the *bona fide* written offer within ten (10) working days of the bargaining unit member's acceptance of such adjustment. Adjustments made pursuant to this section shall not decrease the salary increases that might be available to other bargaining unit faculty as provided for in this Agreement, and shall be approved by the dean of the bargaining unit member's college and the Provost.

In special cases, the University reserves the right to adjust a member's salary beyond the negotiated levels to retain the member or for some other justifiable reason. Funds for such increases shall come from outside of those negotiated within this Agreement.

When such an adjustment is deemed warranted by the administration, the Provost or his/her designee will consult with the Akron-AAUP President or his/her designee and then provide justification in writing if requested by the Akron-AAUP for the proposed action. A corresponding response will be provided by the Akron-AAUP President, or his/her designee. The Provost will consider this response before any action is taken.

Section 12. 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	2011-2012	2012-2013	2013-2014
Instructor/Lecturer	\$ 750	\$825	\$850	\$875
Assistant Professor	\$ 775	\$850	\$875	\$950
Associate Professor	\$ 915	\$1,020	\$1,055	\$1,090
Professor	\$ 1,055	\$1,190	\$1,235	\$1,280

Section 13. 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>	
	Summer 2009 – Summer 2010	Summer 2011 – Summer 2013
College Lecturer	\$1,000	\$1,145
Instructor	\$1,000	\$1,145
Assistant	\$1,300	\$1,490

Professor		
Associate Professor	\$1,500	\$1,715
Full Professor	\$2,100	\$2,400

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 14. Unwinding the Thesis/Dissertation Credit Banking Balances

The University maintained a Credit Banking Program to allow release time in exchange for the supervision of thesis/dissertation students. Credits were earned for supervising thesis/dissertation students subject to certain conditions. The University and the AAUP have mutually agreed to terminate this Credit Banking Program. Since many faculty have earned credits which were to be used to receive course release(s), the University and the AAUP have agreed that the University will “buy” these credits from individual faculty as follows:

- The University will set aside \$500,000 in calendar year 2011, to be divided on a pro-rated basis and added to the base salaries of faculty depending on how many valid verified credits they will hold as of August 31, 2011 from the entire pool of outstanding credits. These funds will be added to the base salaries after the 2011-2012 increases, if any, of Section 3 have been applied.
- Credits must be claimed and mutually verified by AAUP and the University by July 1, 2011, unless otherwise mutually agreed. No grievances can be filed as to the resulting distribution of the payments.

Section 15. Load credit not always equal to course credit

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

Section 16. 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.

Section 17. Incentive Retirement Benefits. In special cases, the University may grant retirement incentive benefits at any time outside the scope of the Article or in addition to the maximum annual University contribution. These benefits will be granted only upon the written agreement of the Bargaining Unit member, the Department Chair/School Director, the Dean, and the Provost. When such an arrangement is deemed warranted by the administration, the Provost or his/her designee will consult with the Akron-AAUP President or his/her designee and provide justification in writing if requested by the Akron-AAUP for the proposed action. A corresponding response will be provided promptly by the Akron-AAUP President or his/her designee. The Provost will consider this response before any action is taken.

Section 18. Distinguished Professor. A bargaining unit faculty member who is awarded the title of Distinguished Professor shall receive a minimum compensatory award of \$9,000 or 12% of the bargaining unit's member salary, whichever is greater and it shall be added to the base salary of the recipient.