

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

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

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

THE UNIVERSITY OF AKRON

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Witness

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

THE AMERICAN ASSOCIATION OF  
UNIVERSITY PROFESSORS,  
UNIVERSITY OF AKRON CHAPTER

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Witness

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

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

Representation Fee.

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

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

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

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

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

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

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

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

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

THE UNIVERSITY OF AKRON

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Witness

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

THE AMERICAN ASSOCIATION OF  
UNIVERSITY PROFESSORS,  
UNIVERSITY OF AKRON CHAPTER

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Witness

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

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

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

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

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

THE UNIVERSITY OF AKRON

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

\_\_\_\_\_  
Witness

THE AMERICAN ASSOCIATION OF  
UNIVERSITY PROFESSORS,  
UNIVERSITY OF AKRON CHAPTER

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

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Witness

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

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

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

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

THE UNIVERSITY OF AKRON

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

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Witness

THE AMERICAN ASSOCIATION OF  
UNIVERSITY PROFESSORS,  
UNIVERSITY OF AKRON CHAPTER

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

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Witness

## MEMORANDUM OF UNDERSTANDING

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

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

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

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

AGREED:

THE UNIVERSITY OF AKRON

AMERICAN ASSOCIATION OF  
UNIVERSITY PROFESSORS,  
UNIVERSITY OF AKRON CHAPTER

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

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

MEMORANDUM OF UNDERSTANDING

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

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

THE UNIVERSITY OF AKRON

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

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Witness

THE AMERICAN ASSOCIATION OF  
UNIVERSITY PROFESSORS,  
UNIVERSITY OF AKRON CHAPTER

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

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Witness

MEMORANDUM OF UNDERSTANDING

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

AGREED:

THE UNIVERSITY OF AKRON

AMERICAN ASSOCIATION OF  
UNIVERSITY PROFESSORS,  
UNIVERSITY OF AKRON  
CHAPTER

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

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

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

## MEMORANDUM OF UNDERSTANDING

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

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

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

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

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

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

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

THE UNIVERSITY OF AKRON

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Witness

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

THE AMERICAN ASSOCIATION OF  
UNIVERSITY PROFESSORS,  
UNIVERSITY OF AKRON CHAPTER

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Witness

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

Counselor Nobil:

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

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

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