

EXHIBIT A

AGREEMENT

BETWEEN

KENT STATE UNIVERSITY

AND

OHIO COUNCIL 8

AND

**KENT STATE UNIVERSITY EMPLOYEES LOCAL 153
AMERICAN FEDERATION OF STATE,
COUNTY and MUNICIPAL EMPLOYEES, AFL-CIO**

Effective October 1, 2017 through September 30, 2019

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AFL-CIO

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PREAMBLE

As used herein, Kent State University shall be referred to as the "University," and Ohio Council 8 and Kent State University Employees Local 153, both of the American Federation of State, County and Municipal Employees, AFL-CIO, shall be referred to as the "Union."

1. The purpose of this Agreement is to provide a fair and responsible method of enabling employees covered by this Agreement to participate through Union representation in the establishment of the wages, hours, terms and other conditions of their employment and to establish a peaceful procedure for the resolution of all differences between the parties, to promote effective relations between the parties, and to promote the best interest of the employees as well as the efficient operation of the University.
2. Both parties recognize that the University is a public trust operated for the benefit of students for their education and pursuits.

The concepts and provisions enumerated above are, therefore, incorporated herein.

ARTICLE 1 RECOGNITION AND DEFINITIONS

- A. The University recognizes the Union as the sole and exclusive bargaining agent for the appropriate bargaining unit defined below for the purpose of collective bargaining for wages, hours, terms and other conditions of employment:

INCLUDED: All classified operating personnel at the University's Kent, Ohio, campus in the following classifications within those departments specified parenthetically below:

ACPM Specialist	Recreation Facilities Worker
Automotive Maintenance Crew Leader	Energy Management Tech
Automotive Mechanic	Equipment Mechanic
Baker	Equipment Operator I
Bowling Lane Technician	Equipment Operator II
Bus Mechanic	Food Service Worker I
Carpenter I	Food Service Worker II
Carpenter II	Glass Technician
Cook I	Groundskeeper
Cook II	Groundskeeper II
Copy Center Operator	Groundskeeper Crew Leader
Custodial Work Crew Leader	HVAC Crew Leader
Custodial Worker	HVAC Technician I
Delivery Worker	HVAC Technician II
Electrician I	Laborer
Electrician II	Locksmith
Machinist	Routemarker

Maintenance Facilities Worker	Routemarker Crew Leader
Maintenance Repair Worker	Sales Clerk
Maintenance Repair Worker Crew Leader	Sign Painter
Mason	Sign Worker
Mechanical Stores Clerk	Stationary Engineer
Paint Shop Crew Leader	Steam Fitter
Painter	Steam Fitter Crew Leader
Parking Facility Attendant	Storekeeper I
Plasterer	Storekeeper II
Plumber	Stores Clerk
Pool Technician	Stores Clerk II
Power Plant Helper	Venue Catering Worker
Power Plant Maintenance Crew Leader	Water Treatment Plant Worker
Power Plant Repair Worker	Welder

(Airport, Athletics, Transportation Services, Receiving and Distribution, Custodial Services, Golf Course, Grounds, Power Plant, Recreational Services, Exercise, Leisure and Sport, Ice Arena, Dining Services, Kent Student Center, Maintenance Department, University Facilities Management, Parking Services, Refuse Removal, Residence Halls Custodial, and University Bookstore)

EXCLUDED: All students, intermittent, casual and temporary employees, management-level employees, supervisors, confidential employees, faculty members and other professional employees, technical employees, administrative employees, office clerical employees, regional campus employees, employees of the University Police Department, including firefighters, and all other employees.

- B. For purposes of this Agreement, a supervisor is defined as an employee who has authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other employees, or responsibility to direct, or to adjust grievances, or to effectively recommend any such action if it is in connection with the foregoing and the exercise is not of a merely routine clerical nature but requires the use of independent judgment.
- C. The University will notify the Union of the creation of any new bargaining unit classified job title within those departments specified in Section A. above within five (5) calendar days prior to posting. If the University and the Union agree that the new job title should be included in the unit, the parties shall meet and discuss the classification description and the appropriate wage rate. In the event the University and the Union are unable to reach agreement on the issue, the University shall establish a temporary_rate, classification, and description and will promptly notify the Union in writing. The temporary rate, classification, and description shall remain in effect until there is agreement between the University and the Union. In the event the University and the Union do not agree that the new job title should be included in the unit, then the Union's Staff Representative may submit the matter to the State Employment Relations Board.

ARTICLE 2
BARGAINING RIGHTS

- A. This Agreement shall constitute the entire agreement between the parties setting forth their entire understanding on all matters, whether or not such matters are included herein, and no other matters may be made the subject of collective bargaining during the term of this Agreement. Existing work practices, policies, procedures, rules and employee benefits not specifically modified or discontinued by the express provisions of this Agreement shall remain in full force and effect unless and until modified or discontinued by the University.

ARTICLE 3
SAVINGS AND SEPARABILITY

- A. Should any provision of this Agreement or any application thereof be found by a duly constituted authority to be in conflict with any applicable law, then such conflicting portion of this Agreement shall be rendered null and void and unenforceable, and the applicable law shall be controlling; but in all other respects the provisions and applications of the provisions of this Agreement shall continue in full force and effect and the invalidation of any portion of this Agreement in accordance with this Section shall not affect the legality and enforceability of the remainder of this Agreement.

In the event a provision of this Agreement is rendered null and void as provided herein, the parties hereto agree to meet promptly to engage in collective bargaining regarding any necessary changes.

- B. Ohio Revised Code Sections 124.01 through 124.64 and any corollary portions of the Ohio Administrative Code shall not apply to bargaining unit members.

ARTICLE 4
NON-DISCRIMINATION

- A. The University and the Union agree not to engage in discrimination against any employee because of race, religion, color, national origin, sex, age or disability.
- B. Because of the many forums available, complaints alleging violations of this article are not subject to the grievance procedure contained in this Agreement.
- C. Whenever the male pronoun or adjective is used in this Agreement, it shall be deemed likewise to include the female pronoun or adjective, unless otherwise indicated.
- D. The University agrees to provide the benefits of the Americans with Disabilities Act (ADA) to members of the Bargaining Unit with qualified disabilities. The employer shall notify the Union whenever an accommodation is made for a qualified bargaining unit employee which adds to, subtracts from or otherwise modifies the functions of the job. The Union agrees to cooperate with University as necessary in administering the ADA.

ARTICLE 5
JOINT RESPONSIBILITIES AND EMPLOYEE RIGHTS

- A. The University and the Union acknowledge the rights and responsibilities of the other party and will discharge their responsibilities as provided in this Agreement.
- B. The Management of the University shall adhere to the provisions of this Agreement, and agrees not to either reclassify bargaining unit employees, or combine or redesignate departments for the purpose of eroding the Bargaining Unit.
- C. The Union, its officers, recognized representatives, members and other representatives shall adhere to the provisions of this Agreement.
- D. In addition to the responsibilities that may be expressly provided elsewhere in this Agreement, the following shall be observed:
 - 1. The University and the Union agree not to engage in intimidation, restraint, or coercion of employees
 - a) into joining or not joining the Union.
 - b) because of membership or non-membership in the Union.
- E. In furtherance of the mutual acceptance of the concept of participative management, the University may appoint, with the approval of the local Union President, bargaining unit employees to serve on committees or bodies in order to provide employee participation in matters affecting University policy and procedure.

ARTICLE 6
UNIVERSITY MANAGEMENT RIGHTS

- A. The University retains the sole and exclusive right to manage its operations, buildings and plants, and to direct the working force. The right to manage shall also include the authority to establish or amend all policies and procedures governing and affecting the operations of the University.
- B. The right to manage includes but is not limited to the authority of the University in its sole and exclusive discretion and judgment:
 - 1. To utilize personnel, methods, and means in the manner deemed most appropriate and efficient;
 - 2. To manage, direct, and determine the need for training new employees;

3. To hire, promote, transfer, assign, or retain employees in positions within the University;
 4. To establish or modify work rules, rules of conduct and operational policies and procedures;
 5. To suspend, demote, discharge or take other disciplinary action against employees for just cause;
 6. To determine the size, composition and adequacy of the work force and to lay off employees in the event of lack of work, lack of funds, reorganization, to improve efficiency, or under conditions where the University determines that the continuation of such work is unnecessary;
 7. To determine all methods, procedures, operations, and equipment to be utilized and to continue, discontinue or modify any existing or future methods, procedures, operations or equipment;
 8. To reorganize, relocate, or discontinue any operations, equipment, or facilities in whole or in part;
 9. To determine the mission of the University and to efficiently fulfill that mission including the transfer, alteration, curtailment or discontinuance of any goods, services or operations and the hiring and employment of non-Civil Service personnel;
 10. To establish and enforce standards for services and criteria for evaluating work performance;
 11. To determine work schedules and establish methods and processes by which such work is performed.
- C. Any of the rights, powers and authority previously exercised by the University are retained except as specifically abridged by this Agreement; provided, however, that the University's rights shall not be exercised in a manner violative of any express provisions of this Agreement. No past practices, policy, procedure or benefit need be continued unless expressly required herein.

ARTICLE 7

UNION SECURITY AND CHECKOFF

- A. The University will deduct periodic dues, initiation fees and assessments from the pay of members of the union covered by this Agreement upon receipt of individually signed cards authorizing such deduction for payment to the Union. Payroll deductions shall be made each pay period. In order to commence checkoff, the authorization card must be

received by the appropriate administrator in charge of Employee/Labor Relations or their designee in the pay period for which the deduction is requested.

- B. All dues deducted shall be deposited via electronic ACH transfer payment into the commercial bank account of Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, no later than twenty (20) days following the end of the pay period in which the deduction is made. The Union shall provide the Employer with authorization to make deposits into the financial institution utilized by the Union, along with the routing number and account number of the Union's account. It is the Union's responsibility to notify the Employer in writing of any change to the Union's account information. Such notification shall be provided to the Employer by AFSCME Ohio Council 8.

In addition, the Employer shall email, with each deduction and transmittal of dues/~~fees~~, the following lists of information as is currently administered in excel or text format to oc8dues@afscme8.org, subject line: Local 153, and the pay date:

1. DUES LIST: In alpha order by last name. The name, (or other unique identifier to be agreed upon), current address, phone number and department/work unit of each employee for whom a Union dues deduction was made; the amount of the deduction for each employee and the total amount of dues for all employees for the pay period.
2. Total Remittance Amount.
3. An alphabetical list of the name, other identifying number (or other unique identifier to be agreed upon), current address and phone number of the bargaining unit employees who were dropped from the previous dues or fee list and the reason each was dropped.

The dues list shall be provided to AFSCME Local 153 and the AFSCME Ohio Council 8 regional office, as has been historically done.

- C. The University shall notify the President of Local 153 and the Ohio Council 8 Akron Regional office of all new employees hired in the Bargaining Unit. The notice shall include name, address, department, classification, date of hire and rate of pay and shall be mailed no later than the 15th day of the month for employees hired the preceding month.
- D. The Union shall indemnify and hold harmless the University from any and all claims, damages, actions, suits or other proceedings arising out of or as a result of or otherwise involved in the application or enforcement or administration of any and all provisions of this Article 7.

ARTICLE 8
EMPLOYEE GRIEVANCE PROCEDURE

- A. **Grievance:** A grievance is defined as a disagreement, arising under and during the term of this Agreement, concerning the interpretation and application of the provisions of this Agreement.
- B. **Group Grievance:** In the event that employees have a group grievance, the Chief Steward shall submit the grievance on behalf of all named and similarly affected employees at the Second Step of the grievance procedure. A group grievance shall be only one in which the fact questions and the provisions of the Agreement alleged to be violated are the same as they relate to all affected employees within a single department.
- C. **Policy Grievance:** A policy grievance is a grievance filed by the Union relating to a single common issue or event covered by this Agreement. The grievance form shall set forth the details of the grievance, i.e. the facts upon which it is based, the section and/or Article(s) allegedly being violated, the approximate time of occurrence and the relief or remedy requested. Such grievances may be presented at Step 3 of the Grievance Procedure.
- D. **Informal Grievance Procedure:** An aggrieved employee should promptly notify his immediate supervisor that he/she has a grievance. The employee will then discuss the matter directly with the immediate supervisor in an attempt to resolve the matter informally. If the aggrieved employee's immediate supervisor is unavailable to meet and discuss the matter during the relevant time period (e.g. on vacation or leave of absence), then the employee may notify the next higher level of supervision in an attempt to resolve the matter.

The University agrees to provide the Union with a current list of supervisors or department heads that are responsible to resolve matters pursuant to the grievance procedure, as well as their area of authority.

- E. **Formal Grievance Procedure:**
 - 1. **Step One**
 - a. If the aggrieved employee does not receive a satisfactory verbal answer, or does not receive any answer at the Informal Step within five (5) working days following the day of oral presentation, the aggrieved employee or the steward may reduce the grievance to writing and submit it to his/her immediate supervisor.
 - b. A grievance must be submitted in writing within ten (10) working days of the occurrence of the condition(s) giving rise to the grievance, or ten (10) working days of the date it is reasonable to assume that the employee(s) should reasonably have become aware of the conditions giving rise to the

grievance, whichever is later, in order for the matter to be considered a grievance under this Agreement.

- c. The grievance shall be submitted on forms provided by the Union dated and signed by the aggrieved employee(s) and his/her Steward and shall set forth the facts, dates, and provisions of the Agreement that are alleged to have been violated and the remedy desired. At the time the grievance is received, the supervisor shall sign and date the original form and provide two copies of the signed form to the grievant. If requested by either party, a meeting will be scheduled between the supervisor, grievant and his/her area Steward. If the grievant is a Steward, he/she may have the Union President or Chief Steward attend the meeting.
- d. In the event the supervisor does not answer the grievance within ten (10) working days, the grievance may be appealed to the next higher step of this grievance procedure within five (5) working days after the expiration of the ten (10) day time limit.
- e. In the event the answer of the supervisor is unacceptable to the grievant, the grievance may be appealed to the next higher step of this grievance procedure. Any grievance not appealed within five (5) working days after receipt of such answer shall be considered withdrawn and shall not be subject to further appeal and/or review.

2. Step Two

- a. If the grievant is not satisfied with the disposition of the grievance at Step One, the grievant may appeal the grievance to the appropriate department head within five (5) working days after the date of the answer. Such appeal shall be in writing as in Step One.
- b. Within ten (10) working days after receipt of such request for appeal, the department head or his designee shall hold a meeting with the grievant and the Union President, Chief Steward or Steward, in an attempt to resolve the alleged grievance. Only persons directly related to the grievance shall be present at the meeting. The grievant may be represented by the Union. Representatives of the University and the Union shall not exceed four (4) in number respectively (including the grievant and the immediate supervisor).
- c. Within five (5) working days following conclusion of such meeting(s), the department head or his designee shall provide the grievant, the Union President and the Chief Steward with a written disposition of the grievance.

3. Step Three

- a. If the Union is not satisfied with the disposition of the grievance at Step Two, the Union may appeal the grievance to the appropriate administrator in charge of Employee/Labor Relations or their designee within five (5) working days after the date of the answer. Such appeal shall be in writing.
- b. Within ten (10) working days after receipt of such request for appeal, the appropriate administrator in charge of Employee/Labor Relations or their designee shall hold a meeting with the grievant, a representative of Ohio Council 8 and, if available, the Union President and Chief Steward, in an attempt to resolve the alleged grievance. Such meeting shall be scheduled between the appropriate administrator in charge of Employee/Labor Relations or their designee and the Regional Director or his designee. Only persons directly related to the grievance shall be present at the meeting. Representatives of the University and the Union shall not exceed four (4) in number respectively (including the grievant and supervisor). Three (3) of the Union representatives including the grievant may be active employees or Ohio Council 8 representatives.
- c. Within five (5) working days following conclusion of such meeting(s) the appropriate administrator in charge of Employee/Labor Relations or their designee shall provide the grievant, Ohio Council 8, Union President and the Chief Steward with a written disposition of the grievance.
- d. Any grievance not appealed within twenty (20) working days after such answer shall be considered settled on the basis of the written answer of the appropriate administrator in charge of Employee/Labor Relations or their designee and shall not be subject to further appeal and/or review.

4. Step Four

In the event of an unsatisfactory decision or no decision in Step Three, the Union may submit the grievance to arbitration within twenty (20) working days after receipt of the Step Three answer. Written notice to the appropriate administrator in charge of Employee/Labor Relations or their designee shall constitute request for arbitration.

- ~~a.~~ Grievance Mediation. All grievances which have been appealed to arbitration may be referred to mediation upon mutual agreement of the University and the Union in accordance with the procedures set forth.

Within fourteen (14) calendar days of the submission of written notice of intent to arbitrate, the Union and University may mutually agree to jointly request the services of a mediator from the Federal Mediation and Conciliation Service. The mediation session shall be conducted based on the recommendations of the Federal Mediator, and shall be conducted in such a manner as to minimize delay of the arbitration process. All

mediation settlements shall be reduced to writing. The fees and expenses of mediation, if any, will be borne equally by the University and the Union.

- b. Within sixty (60) days of submitting its request for arbitration (or thirty (30) days with regard to a discharge case), or from the date the mediation opinion is issued (whichever is applicable), the Union must request from the Federal Mediation and Conciliation Service a panel of seven (7) arbitrators from within Ohio. If the parties are unable to agree upon which of those seven nominees shall serve as arbitrator, then the arbitrator will be chosen by each party alternately striking names, beginning with the moving party, and the name remaining shall be the arbitrator. Either party shall have the option to completely reject one (1) panel of arbitrators provided by the FMCS and request another list. The hearing shall be conducted in accordance with the rules and regulations of the FMCS.
- c. The arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of the testimony, argument, or submission of briefs. The decision of the arbitrator shall be final, conclusive and binding on the grievant(s) and all parties to this Agreement.
- d. Fees and authorized expenses of the arbitrator shall be shared equally by the University and the Union. Verbatim transcripts of the proceedings may be secured by either party, in which case all expenses will be paid for by the requesting party.
- e. The arbitrator shall have jurisdiction only over disputes arising out of grievances as to the interpretation and/or application of the provision(s) of this Agreement. In making the decision, the arbitrator shall have no authority to add to or subtract from or modify in any way any provisions of this Agreement nor render a decision contrary to law nor shall he substitute his discretion for that of the University except to the extent modified by this Agreement nor impose on either party an obligation not specifically required by the express language of this Agreement.

5. Other Provisions

- a. Grievances shall be processed as rapidly as practicable. The number of working days (excluding holidays, Saturdays and Sundays) indicated at each level shall be considered as maximum and substantive and every effort shall be made to expedite the grievance process. Time limits in the steps may be shortened or extended by mutual written agreement of both parties.
- b. Failure of the grievant to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance and shall bar further action or appeal. Failure of the University to render a decision on a grievance

within the specified time limits shall permit its appeal by the grievant to the next step.

- c. Steps of the grievance procedure may be waived in writing by mutual agreement of both parties.
- d. The parties agree to meet at least once every ninety (90) days at mutually agreeable times to discuss Step Three grievances and other matters of mutual interest.
- e. The Union may withdraw a grievance at any step of the grievance procedure.
- f. Prior to submission to arbitration pursuant to this article, the University and the Union will attempt to reduce to writing the issue or issues to be placed before the arbitrator. The arbitrator's decision shall address itself solely to the issue or issues presented and shall not impose upon either party any restriction or obligation pertaining to any matter raised in the dispute outside of the submitted issue or issues.

ARTICLE 9 UNION STEWARDS

- A. The Union shall be entitled to select thirty (30) stewards plus one (1) Chief Steward and to designate their area of representation which shall be in reasonable proximity to their designated work area.
- B. The Steward, Chief Steward and Union President, during their normal working hours without loss of time or pay, may in accordance with the terms of this Agreement, process and handle grievances upon first having received permission from their immediate supervisor to do so. Such permission shall not be unreasonably withheld. The right of stewards, Chief Steward, and President leaving their work during normal working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling and processing of grievances and will not be abused; and stewards and President will perform their regularly assigned work at all times, except when necessary to leave their work to process and handle grievances as provided herein. A steward, Chief Steward, and President who enters into a unit or department other than his/her own shall first notify the supervisor of that unit or department of his/her presence for the purpose of investigating or processing a formal written grievance.
- C. The Union President and Chief Steward, or their designees in their absences, shall be allowed to use a certain number of paid hours for Union business. It is recognized that the per week hours are intended to average approximately ten (10) hours for the Union President and five (5) hours for the Chief Steward. Up to twenty (20) and ten (10) hours per week for the Union President and the Chief Steward, respectively, may be utilized with the notification to and approval of the Employee/Labor Relations Director or

designee. Such requests shall be responded to promptly and approval shall not be unreasonably withheld. The Union time shall include investigating and processing of potential grievances, interviewing witnesses and meeting with Council 8 or the AFL-CIO representatives. The union business hours will be tracked in the university time keeping/work order system (currently an iPhone and subject to change).

- D. The Union shall furnish the University with a written list of its stewards, Chief Steward and President and shall promptly notify the University in writing of any changes therein.
- E. There shall be no Union activity on University time except as expressly provided herein.

ARTICLE 10 CONTRACTING AND SUBCONTRACTING

- A. The parties recognize that the University under circumstances permitted by law may contract out or subcontract work.
- B. In the event of such contracting out or subcontracting, the University will insure that no employee is laid off or takes a reduction in pay as direct result thereof.

ARTICLE 11 WORK OF SUPERVISOR

- A. It is the intent of the parties that supervisors and foremen will not be employed to perform food production, maintenance and custodial work covered by this Agreement; but it is understood that supervisors and foremen may perform bargaining unit work when specified in the classification specifications, and in cases of instruction, methods planning and development, quality control and testing, emergency and unavailability of a bargaining unit member.
- B. It is understood between the parties that the classification specifications referred to above, only pertain to the following supervisors and foremen who are permitted to perform bargaining unit work:
 - 1) Assistant Greenskeeper
 - 2) Assistant Sales Manager
 - 3) Carpentry Supervisor
 - 4) Electrician Supervisor
 - 5) Glazier Supervisor
 - 6) Head Locksmith
 - 7) HVAC Supervisor
 - 8) Mail Services Supervisor
 - 9) Parking Services Supervisor
 - 10) Recreation Facilities Maintenance Supervisor
 - 11) Recreation Facilities Custodial Work Supervisor

It is further understood that the above classification titles may change, but a title change would not affect the intent of Article 11.

- C. However, it is understood that no bargaining unit employee shall be laid off as a direct result of Foremen and Supervisors performing bargaining unit work.

ARTICLE 12
BULLETIN BOARDS

- A. The University will provide the Union with bulletin boards in buildings at mutually selected locations. The Union may use space on bulletin boards at time clock locations.
- B. All notices which appear on the Union bulletin boards shall be signed by a Union official and then posted by a Union Steward during non-work time. The Union may post the following type notices:
 - 1. Union recreational and social affairs;
 - 2. Notice of Union meetings;
 - 3. Appointments of Union Stewards and Officials;
 - 4. Notices of and results of Union elections;
 - 5. Reports of non-political standing committees and independent non-political arms of the Union; and
 - 6. Non-political publications, rulings, or policies of the Union.
- C. It is also understood that no material may be posted on the Union bulletin boards at any time, which contain the following:
 - 1. Personal attacks upon any other member or any University employees;
 - 2. Scandalous, scurrilous or derogatory attacks upon the Administration;
 - 3. Attack on any employee organization, regardless of whether the organization has local memberships, and
 - 4. Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.
- D. No Union related materials of any kind may be posted anywhere in the University's facilities or on the University's equipment except on the bulletin boards designated for use by the Union, unless additional locations are approved by the university.

- E. Should the University find that any posting is in violation of this article, the Associate Vice President of Human Resources shall make a demand in writing to the Union President that the material be removed. The Local President or designee shall remove such material at the earliest opportunity but no later than the end of the current work day. The Union may grieve the removal of this material at Step 3 of the grievance procedure if the parties disagree as to its content.

Note: The parties agree to meet after the conclusion of these negotiations to mutually determine the location of the current Union bulletin boards and the need for any additional bulletin boards as per this article. The Union shall be provided not less than sixteen (16) bulletin boards located at bargaining unit time clocks or clock-in areas of the University.

ARTICLE 13 LATERAL TRANSFER AND SHIFT PREFERENCE

- A. An employee may exercise his University seniority as defined in Article 35 for the purpose of shift transfer in his/her classification within his/her department when a vacancy occurs within his/her classification. If the University determines that a vacancy exists, the opportunity will be offered in order of seniority to all employees in the same classification and department. Each employee who declines the opportunity will sign a sheet acknowledging same until the opportunity is accepted. Lateral transfers and shift transfers shall be limited to no more than two (2) per employee during any twelve (12) month period.

ARTICLE 14 JOB POSTING

- A. It is the intent of the parties to provide employees with the opportunity to be promoted. Therefore, when the University determines a bargaining unit vacancy exists that is not filled pursuant to Article 13, then it will be posted and during the first seven (7) calendar days, the position will be identified as "for internal candidates only." Qualified bargaining unit candidates will be given first consideration during this period. The details of the vacancy will be provided on-line in the notice of vacancy.
- B. Vacancies will be posted for a period of seven (7) calendar days. Any employee who is interested in the position should apply by utilizing the on-line hiring system. If an employee is unable to apply by using the on-line hiring system at a time other than during his/her regular work hours, the employee should consult with his/her supervisor to schedule a mutually agreeable time to make application. An employee is able to copy, view or edit their on-line application.
- C. The successful qualified applicant within the bargaining unit will be awarded the vacancy.

University seniority as defined in Article 35 shall prevail when the qualifications, ability, and physical fitness of the applicants being considered are relatively equal. The University

agrees to provide the Union with a list of the applicants and the successful bidder at the time the bid is awarded. Normally a job will be awarded within two (2) weeks.

- D. The University will consider the following criteria in determining whether an applicant is qualified under the job posting procedure for promotion or a cross-department lateral transfer to a particular vacancy:
 - 1. Minimum job qualifications as established or modified by the University.
 - 2.
 - a. Work history and performance of the employee;
 - b. Attendance (as outlined in the department work rules);
 - c. Educational background (when applicable);
 - d. Aptitude and/or familiarity with the required duties of the new position, which may be determined by a test. The test may be written, oral, and/or require a demonstration of skill.
 - e. Seniority will be considered.
 - 3. Reasonable related University job requirements.
- E. If a test is required, an applicant who fails to obtain a passing grade on a test or tests cannot compete or take another examination for the same classification for a period of six (6) months from the date of the last examination.
- F. If there is no qualified applicant from within the bargaining unit, selected from the “for internal candidates only” posting, the vacancy will be posted to allow for external applications. The qualifications of all bargaining unit employees applying during this period will be given equal consideration as external applicants. The most qualified applicant will be awarded the position.
- G. First consideration shall be given to employees making application who are in the same classification as the vacancy and within his/her department, and second consideration shall be given to employees who are in the same classification as the vacancy who are requesting a cross department lateral transfer. Should the position be awarded as a cross department lateral transfer to an employee in the same classification, the original list of applicants shall be used to fill any subsequent opening, without the need for the employer to re-post the opening. Second consideration shall be given to employees in higher classifications who wish to bid down, however should an employee in a higher classification be selected, he/she will assume the lower pay rate.
- H. If the vacancy is not filled by an employee exercising his/her rights as noted in Article 13, then a cross departmental lateral transfers within a classification shall be awarded on the

basis of qualifications and University seniority. Cross departmental lateral transfers shall be limited to no more than two (2) per employee during any twelve (12) month period.

- I. No employee shall be eligible for promotion or transfer who has not satisfactorily completed the required probationary period.
- J. If no application is received, the University may fill the job by hiring a new employee or transferring a qualified junior employee.
- K. The University may reassign employee(s) to fill vacancies on a temporary basis. If such temporary transfer is to a higher paying position starting on the sixth (6th) consecutive work day in such position, the employee shall receive the entry rate of the classification to which he/she is so transferred or a rate five percent (5%) above his/her current rate, whichever is higher. If an employee is temporarily transferred to a classification with a lower rate of pay, the employee shall be paid his/her regular rate.
- L. Vacancies hereunder shall not be filled by continuous or repeated temporary transfers. Temporary transfers shall not be used to fill promotional vacancies in an unreasonable or arbitrary manner.
- M. All promotions are subject to a probationary period of one hundred twenty (120) days. During the first thirty (30) days of the probationary period employees can voluntarily return to their former position, if available, or a similar position. If the promoted employee is found to be unsatisfactory in the advanced position, the employee shall be returned to the position from which he/she was promoted or to a similar position. Upon such return, the employee's salary shall be the same as he/she was receiving prior to the promotion, except for changes in pay that may have occurred. Seniority in this instance will continue unchanged.

ARTICLE 15

ADVANCEMENT ON PROMOTION DATE

- A. When an employee is advanced by the University to a higher classification, his/her new rate of pay will become effective as of the date approved by the Associate Vice President for Human Resources which shall be the date of promotion.

ARTICLE 16

TEMPORARY LAYOFF AND RECALL

- A. Bargaining unit employees whose services are not required during the period of time the University is not in full session (including summer and semester breaks and spring recess) may be temporarily laid off for the period specified on the layoff notice. No temporary layoff shall exceed one hundred and twenty (120) days. Temporary layoffs will be made by department within each classification in inverse order of University seniority. Recall shall be in order of University seniority by department, by classification. Employees who are temporarily laid off shall have no bumping rights.

- B. Within each of the classifications, intermittent, then temporary, then part-time seasonal, then full-time seasonal, then permanent part-time employees will be laid off before full-time permanent employees. Within each of these appointment categories, employees who have not completed their probationary period will be laid off before those employees who have completed their probationary period.
- C. Each employee to be laid off shall be given a two (2) week advance written notice. Such notice shall be hand-delivered to the employee at work or mailed by certified mail two (2) weeks prior to the date of layoff to the employee's last known address on file with Human Resource Services.
- D. If an employee fails to report for work on the date of recall as indicated on the layoff notice, the employee will be terminated. Employees who are physically unable to report to work will retain seniority rights if they report their absence to their supervisor by the recall date and also provide a justifiable excuse, acceptable to the University.
- E. At the time an employee is laid off, he/she shall receive written notice from the University of the option to receive payment for earned but unused vacation and/or compensatory time. The laid off employee must exercise the option to receive payment within thirty (30) calendar days of receipt of his/her layoff notice. If the employee chooses to receive pay for all earned but unused vacation, payment will be made as quickly as possible, but no later than thirty (30) calendar days following the date of layoff.
- F. "Seasonal employees" as used in Articles 16 and 17 are not seasonal employees as that term is defined by SERB. It is understood that employees classified as seasonal for purposes of Articles 16 and 17 are members of the bargaining unit. For purposes of Articles 16 and 17, a seasonal employee is defined as an employee whose service is not continuous throughout the year, but recurs in each successive school or calendar year. A seasonal employee would normally not be scheduled to work when the University is not in full session (i.e., summer and semester breaks and spring recess).

ARTICLE 17 LAYOFF AND RECALL

- A. In the event layoffs occur because of lack of work, lack of funds, reorganization, to improve efficiency or under conditions where the University determines that the continuation of such work is unnecessary, bargaining unit employees shall be laid off and recalled by job classification. Layoffs and recall shall be based on University seniority as defined in Article 35 (least senior laid off first). Any employee who is recalled must be fully qualified to perform all available work. (For temporary layoff and recall see Article 16.)
- B. Within each of the classifications, intermittent, then temporary, then part-time seasonal, then full-time seasonal, then permanent part-time employees will be laid off before full-time permanent employees. In each of these appointment categories, employees

who have not completed their probationary period will be laid off before those employees who have completed their probationary period.

- C. When it becomes necessary to lay off an employee, such employee shall be given two (2) weeks advance written notice, except in instances where layoff action is the result of the emergency closing of the University or one of its components, or as a result of other circumstances beyond the control of the University; provided, however, such notice shall also not be required with respect to temporary layoffs of three (3) consecutive days or less for lack of work occasioned by breakdown of equipment, floods, fires, utility failures, or other causes beyond the University's control. Such determination invoking a layoff for three days or less shall be made by the Associate Vice President for Human Resources.
- D. A laid off employee or an employee displaced as a result of layoff may be transferred to an available vacancy in the employee's bargaining unit classification. If no vacancy exists, the laid off employee or an employee displaced as a result of layoff may displace or bump the least senior employee in the same bargaining unit classification. If no such employee exists, the laid off or displaced employee may bump the least senior employee in a bargaining unit classification which the laid off or displaced employee held with the University preceding the date of layoff or displacement provided he/she remains qualified, in the judgment of the University, to perform all available work in the job to which he/she is bumping.
- E. The laid off employee or an employee displaced as a result of layoff choosing to exercise the right to displace another employee is required to notify the Associate Vice President for Human Resources in writing no later than five (5) working days after receipt of the notice of layoff. Failure to so notify the Associate Vice President for Human Resources will cause forfeiture of the employee's bumping rights. Any employee displaced from his/her classification under procedures set forth in this Article may elect to take a direct layoff rather than exercise his/her bumping rights.
- F. The employee who exercises bumping rights within classification shall retain his/her current rate of pay. Employees who choose to bump into a lower rated classification will be paid the job rate of that classification.
- G. In the event an employee is laid off, he/she shall receive payment for earned but unused vacation and for unpaid overtime as quickly as possible, but not later than thirty (30) days following the effective date of the layoff.
- H. Layoffs may be submitted to the grievance procedure at Step 3.
- I. Notice of recall shall be sent to the employee at his last known address by certified mail, return receipt requested. If an employee fails to report for work within seven (7) days from date of receipt of notice of recall, the employee will be terminated, unless the employee presents a justifiable excuse acceptable to the University.

**ARTICLE 18
EMERGENCY CLOSURES**

- A. In the event a weather emergency requires the University President to close the University, bargaining unit employees will be compensated at their regular rate for the number of hours for which they were scheduled to work during the designated emergency period.
- B. Only bargaining unit employees who are designated by the University as “Essential Personnel” are required to work during the emergency period. On or before October 1 of each year, the University shall communicate a list of Essential Personnel to the Union. The University will also provide each employee who has been designated as Essential Personnel with a credential confirming such designation, which such employee shall carry with them when commuting to and from work during the emergency period.
- C. Employees not scheduled to work because of scheduled vacation, compensatory time or continuing sick leave will be charged for the leave regardless of the declared emergency. If vacation, compensatory time or sick leave ends prior to the end of the declared emergency Sections A and B will then apply.
- D. During the emergency period, all Essential Personnel shall, in addition to pay for their regularly scheduled hours, be paid for the actual hours worked at their regular rate. Such hours worked will be included in the computation of overtime as set forth in Article 20. If an employee who is required to work during the emergency fails to come to work, the employee will not receive the pay referenced in Section A. However, said employee may use compensatory time or vacation time to avoid the loss of pay.
- E. If an employee who is required to work during the emergency period demonstrates to the University’s satisfaction that he/she was unable to report to work and that there was a Level 3 emergency declared in Portage County or in the county in which the employee resides, then so long as the employee complies with departmental work rules for calling off, such employee will not be disciplined for a failure to report to work absent a pattern of such failures.

**ARTICLE 19
HOURS OF WORK**

- A. With the exception of University catering operations, the standard work week shall be five (5) consecutive work days of eight (8) hours each for regular full-time employees.
- B. Employees who work a ten (10) hour shift will be given a ten (10) minute break at or near the eight (8) hours of work. In the event it becomes necessary to change the standard work week, the University agrees to meet and confer with the Union prior to the implementation thereof. No such changes shall be made arbitrarily.

- C. Within a department, employees will be permitted to fill vacancies in Monday-Friday schedules or vacancies created by changes in shifts on the basis of classification seniority.
- D. The work week begins at 12:01 a.m. Sunday and extends until 12:00 midnight the following Saturday.
- E. The day the employee begins his/her scheduled assignment will be considered the day the employee worked.

ARTICLE 20
OVERTIME

- A. When an employee is required by his/her supervisor to be in active pay status more than forty (40) hours in any calendar week, he/she shall be compensated for such time over forty (40) hours at one and one-half (1 ½) times his/her regular rate of pay.
- B. Except as provided in Section C, below, a bargaining unit employee who is entitled to overtime pay may choose to take compensatory time off in lieu of cash payment. Such election shall be made utilizing the University timekeeping system and submitted to their immediate supervisor prior to the time when time data is submitted for approval by the supervisor in the University time keeping system. Compensatory time will be earned on the basis of one and one-half (1 ½) hours of time off for each hour of overtime worked and may be accumulated to a maximum of one hundred and eighty (180) hours. When the maximum accumulated compensatory time is reached, the employee will automatically receive cash payment for overtime worked. Compensatory time will be granted at a time mutually convenient to the employee and the immediate supervisor or designee and is required to be used first before any unpaid personal leave is requested or granted.
- C. An employee may make a request to the immediate supervisor or designee for the immediate use of compensatory time for extraordinary or emergency personal needs that require the employee's immediate attention. Such requests shall not be unreasonably denied.
- D. An employee may take compensatory time off in the same week he/she is earning overtime.
- E. If an employee is working on a job assignment at the end of his/her shift and the job is not complete, if the University decides to complete that job using overtime, instead of using another employee on straight time, the employee will have the right of first refusal to complete the job on an overtime basis, and any refusal will be chargeable.

ARTICLE 21
EQUALIZATION OF OVERTIME

- A. Overtime work shall be distributed as equally as possible among employees working within the same job classification in a unit, by shift, provided they are capable of performing the work available. Records showing overtime hours worked, scheduled and refused will be maintained in each department and made available. The overtime record for each departmental unit will be reset to zero effective with the beginning of the first pay period following the execution date of the Agreement and shall reflect the overtime accumulation through the expiration date of this Agreement.
- B. Except as provided in Paragraph D hereof whenever overtime is required, the person with the least number of overtime hours in the unit and shift will be called first and so on down the list in an attempt to equalize the overtime hours. Employees on sick leave or unpaid leave are ineligible to be called for overtime, and will not be charged for overtime. Employees on vacation or compensatory time off are also not eligible, nor shall they be charged for overtime unless the employee has notified his/her supervisor in writing prior to going on vacation or leave that he/she is available for overtime during such leave. If qualified volunteers are not available in the required numbers, qualified employees within the departmental unit in the affected classification most recently hired shall be required to work overtime as reasonably required to meet the operational needs of the University. Employees in other units within a department may be called if there is a shortage of employees needed. In such cases, they will be called on the basis of the least hours of overtime in their unit, provided they are capable of doing the work. Temporary employees will not be offered overtime opportunities until all permanent employees within the departmental unit have been offered the overtime.
- C. An employee who is unavailable (or cannot return to work within 45 minutes of being contacted during an emergency of snow removal and/or Utility situation) or does not choose to work overtime assignments shall be charged with the average number of overtime hours of employees working (not less than two (2) hours).
- D. When overtime is required in a department or departmental unit which operates seven days a week, qualified employees within the department or departmental unit in the affected classification will be required to work on the basis of the least hours of overtime in their department or departmental unit. The University has the right to offer overtime to qualified bargaining unit employees in such departments or department units, and in other departments or department units before imposing mandatory overtime upon the qualified employee who has worked the least hours of overtime.
- E. Excess overtime hours will be carried over each year and are subject to review.
- F. An employee who has been newly hired, transferred, returns from a leave, or reclassified will be charged with the average number of overtime hours that exist in his/her classification, unit, and shift on the day he/she was assigned or reassigned to the unit.

- G. Overtime opportunities will be offered during employee's work hours by supervision or phone call to listed residence phone number after work hours, of at least three rings. The University is not responsible for messages left at the employee's listed residence phone number which does not result in an immediate affirmative response. If it is determined that an employee has not been given his/her overtime opportunity, he/she shall be given the next available opportunity for at least equal or greater amount of overtime. If supervision fails to give the employee the next available opportunity for overtime, the employee will be compensated for overtime opportunity denied.
- H. When an employee indicates in writing, on the designated leave request form, that while on vacation or compensatory time off that he/she does not want to work overtime on their regularly scheduled days off, proceeding or following their leave request, the employee will not be charged for those overtime hours. The employee must provide the notice at least five (5) business days in advance of the requested leave.
- I. Departmental units are subject to re-designation based on buildings/facilities being permanently closed or opened or organizational changes. In the event of unit re-designation, the University shall notify the President of Local 153 in writing of the changes prior to implementing the re-designated unit(s).

Designation of Departmental Units for Overtime Purposes:

- 1. Dining Service
 - a) Each service area is a unit
 - 1) Prentice
 - 2) Rosie's
 - 3) Eastway 2nd fl.
 - 4) Beall Bake Shop
 - 5) Second Fl. Student Ctr., Schwebel and Kent Market 1st Fl.
 - 6) The Hub and Pete's Arenaand other similar units as established.
 - b) For purposes of football games played by the Kent State University football team at Kent State University, all service areas within Dining Services will comprise one unit.
- 2. Kent Student Center Maintenance and Custodial
 - a) Kent Student Center Maintenance
 - b) Kent Student Center Custodial
- 3. Residence Halls Custodial
 - a) All Residence Halls comprise a unit
- 4. Grounds Maintenance Department
 - a) Equipment Operators
 - b) Groundskeepers

5. Maintenance Department
 - a) Each shop comprises a unit
 - b) All maintenance zones comprise a unit
 - c) Power Plant
 - d) Energy Management
 - e) ACPM (by shift comprises a unit)
6. Custodial Department
 - a) All Custodial comprises a unit
7. Receiving and Distribution
8. Parking Services Department
 - a) Entire Department is a unit
9. Printing Service Department
 - a) Entire Department is a unit
10. University Bookstore Department
 - a) Entire Department is a unit
11. Recreation Services
 - a) Custodians
 - b) Recreation Facility Workers

**ARTICLE 22
CALL IN PAY**

- A. An employee reporting for duty, at the request of the University, outside of, and not immediately preceding or following his/her regular work schedule, shall be guaranteed four (4) hours pay at his/her regular hourly rate. The employee will be released as soon as the supervisor determines that all work associated with the reason for which the employee was called into work has been completed. The four (4) hours of call in pay will be treated as hours worked for overtime purposes.

**ARTICLE 23
REPORT IN PAY**

- A. A regular full-time employee who reports to work on a regularly scheduled work day without previous notice not to report shall receive a minimum of four (4) hours work (or four (4) hours pay in lieu thereof) at the applicable hourly rate.

ARTICLE 24
MEAL AND REST PERIODS

- A. Employees shall be allowed at least an unpaid thirty (30) minute meal period each day as near as possible to the middle of their scheduled shift.
- B. An employee may submit a request to the employee's supervisor no later than the beginning of the employee's shift to be permitted to use up to one (1) hour of vacation or compensatory time to extend the employee's unpaid meal period to allow the employee to attend to personal business. Such a request will not be unreasonably denied, though the employee's prior history of such requests is a reasonable basis for denying further requests.
- C. There will be two (2) fifteen (15) minute rest periods (i.e., from the time an employee stops working until the time he/she begins working) on each regular shift each workday. The rest periods will be scheduled during the middle two hours of each half shift, but they may not be scheduled immediately before or after the meal period or at the start or the end of a shift.

ARTICLE 25
DRUG-FREE WORKPLACE

- A. The University and the Union are committed to maintaining a workplace free of illegal drugs. Recognizing that illegal drug use poses health and safety hazards to employees and to the community at large, the University prohibits the possession or use of illegal drugs on all University property and at other locations where employees are conducting University business.
- B. Employees manufacturing, distributing, dispensing, possessing, using, or being under the influence of illegal drugs or alcohol on University property and at other locations during the conduct of University business are subject to dismissal.

ARTICLE 26
CLEAN-UP TIME

- A. The University will grant all employees a five (5) minute clean-up period before the end of their shift. All custodial and maintenance employees shall as well receive five (5) minutes clean-up time before lunch.

ARTICLE 27
LEAVES OF ABSENCE

- A. An unpaid leave of absence for personal reasons may be granted at the discretion of the University up to a period of six (6) months without loss of seniority.

- B. All leaves of absence and any extensions thereof, must be applied for in advance and granted in writing on forms to be provided by the University, with a copy to be retained by the employee.
- C. A leave of absence without pay normally will not be granted an employee prior to completion of the probationary period following initial employment.
- D. All accrued vacation and compensatory time must be used before the employee is granted a leave without pay.
- E. Upon completion of a leave of absence without pay, the employee shall be returned to the next available position vacancy in his/her classification.
- F. An employee may, upon request, return to work prior to the expiration of a leave of absence if such early return is agreed to by the University.
- G. The employee shall be subject to termination if it is found that a leave of absence is not actually being used for the purpose or purposes for which it was granted or if the employee fails to return to duty at the completion of a leave of absence.
- H. During a period of approved personal leave of absence, the employee may continue University group insurance coverage by paying the monthly premiums. Arrangements for such payments must be made with the Staff Benefits Office prior to the leave of absence.
- I. An employee on leave of absence does not receive pay for holidays falling within the dates of the leave of absence.
- J. During a leave of absence, both the employer and employee contributions to PERS are discontinued. Accrued benefits are not forfeited, nor can they be withdrawn during a leave of absence.
- K. An employee on leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on authorized leave of absence is counted in determining length of service for purposes of extended vacation eligibility or other purposes where longevity is a factor, provided the employee is properly returned to service and is not serving a probationary period.
- L. An employee may, at the discretion of the University, be granted a leave of absence without pay for the purpose of child care. All requests for leave of absence without pay for child care shall be considered on a nondiscriminatory basis without regard to the sex of the employee. An adoptive parent's request for leave of absence for purposes of child care shall be considered on the same basis as that of a biological parent.
- M. Unpaid leaves of absence for Union business may be granted for employees to attend Union conventions and conferences. Written requests for such leave shall be made in

advance to the appropriate administrator in charge of Employee/Labor Relations or their designee who shall not reasonably withhold approval of such leaves.

- N. FMLA will be granted to bargaining unit employees in accordance with University policy.
- O. Employees who are members of the Union will be provided with up to thirty (30) minutes of release time without loss of pay once during the term of this Agreement or any extension thereof to vote on ratification of a successor agreement provided the polling is conducted on the Kent campus.

ARTICLE 28

SICK LEAVE

- A. Each employee shall be entitled for each completed eighty (80) hours of service to sick leave of four and six-tenths hours with pay.
- B. Sick leave may be used for absence due to the employee's personal illness, pregnancy, injury, or exposure to contagious disease which could be communicated to other employees; illness, injury or death in the employee's immediate family.
 - 1. For purposes of this Article, "immediate family" is defined to include the employee's spouse, parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, step-parents, step-children, step-siblings, domestic partner, or a legal guardian or other person who stands in the place of a parent.
- C. Unused sick leave shall be cumulative without limit.
- D. Sick leave shall be charged in minimum units of fifteen minutes, and will be granted only for days and hours for which the employee would have otherwise been scheduled to work, but shall not include scheduled overtime. All use of sick leave must be requested in writing using the form provided by the University and is subject to the approval of the department head or designee.
- E. Applications for sick leave with intent to defraud may result in dismissal and refund of salary or wage paid for the period of time in question.
- F. An application for sick leave for any absence of three (3) days or more due to an employee's personal illness, injury, or exposure to contagious disease which could be communicated to other employees must be accompanied by a certificate from a licensed physician stating the nature of the illness, injury or exposure. Where the supervisor and the Associate Vice President of Human Resources reasonably believes an employee is abusing sick leave, they shall notify the employee in writing that future requests for sick leave for the next six months shall be accompanied by certificate from a licensed physician verifying his/her inability to work, or other written proof as required by the University for absences of less than three (3) days.

- G. Pregnancy, childbirth and related medical conditions: A pregnant employee may use any or all of the employee's accumulated sick leave credit only for the period of time, as certified by a licensed physician, that the employee is unable to work as a result of pregnancy, childbirth, or related medical conditions. Once having exhausted sick leave credits, the employee may choose to use accumulated vacation during the pregnancy leave.
- H. Where sick leave is requested to care for a member of the immediate family, the department head, or Associate Vice President for Human Resources may require a physician's certificate to the effect that the specific presence of the employee is necessary to care for the ill member. In the event of a prolonged illness of a member of the immediate family, it is understood that the employee will make arrangements as soon as possible for outside assistance to care for the afflicted member of the family. Paid sick leave will be granted for only a reasonable period of time to enable the employee to make the necessary arrangements, normally not in excess of five (5) days.
- I. Sick leave granted by reason of death is defined to include the employee's immediate family. This leave shall be granted for a reasonable period of time, not to exceed five (5) working days.
- J. Physical examination. The University may, in its reasonable discretion, require that an employee submit to an examination conducted by a licensed physician to assist in determining whether an employee is physically and mentally able to perform the duties of his/her position. The cost of the examination shall be paid by the University. In the event the employee disagrees with the conclusion of the University's physician, he/she may, at the employee's expense, submit to a physical examination by a physician of their choice. If the University's and the employee's physician agree, their decision shall be final. If the University's and the employee's physician disagree, the dispute may be referred to a medical clinic or neutral doctor selected by the University's physician and the employee's physician for a final determination of whether the employee is physically and mentally fit for continued employment. The fees of the third party shall be borne equally by the university and the Union. If an employee is found physically or mentally incapable of performing his/her duties and no reasonable accommodation is available, the employee may be placed on paid sick leave or unpaid disability leave by the University. If the employee is found mentally or physically capable of performing his/her duties, the employee must return to work or further sick leave may accordingly be denied.
- K. Notification of Absence.
 - 1. When an employee is incapacitated and is unable to report to work as scheduled, the employee, or the employee's designee is responsible for notifying his/her immediate supervisor, or other designated person, that he/she will be unable to report for work. The employee or designee must state the specific reason for their inability to report for work, and must indicate the probable duration of sick leave. Such notification must be received by the immediate supervisor or other

designated person not less than one-half hour prior to the time he/she is scheduled to report for work on the first day of absence and each day thereafter. However, when an employee's duties must be continuously performed within a department which operates twenty-four (24) hours a day, seven (7) days a week and the employee is unable to report for work, he/she shall notify the immediate supervisor or other designated person not less than two hours before the time he/she is scheduled to report to work on the first day of absence and each day thereafter. Daily notification is waived for any period where the employee has previously submitted to his/her supervisor, documentation by his/her physician of a disability covering that period.

2. When institutionalization or hospitalization is required, the employee is responsible for notifying his/her supervisor or other designated person upon admission and upon discharge.
3. When convalescence at home is required, the employee is responsible for notifying his/her immediate supervisor or other designated person at the start and conclusion of such period of convalescence.

L. Conversion of sick leave upon retirement.

1. Upon retiring from active service with the University after ten (10) or more years of service, an employee may elect to be paid for one fourth (1/4) of the accrued but unused sick leave credit. This payment will be based upon the employee'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.
2. Such payment will be made only once to any employee. That is, an employee who returns to the University or other state service after retiring may accrue and use sick leave as before, but may not convert the unused sick leave at the time of the second retirement.
3. The maximum payment allowed will be one fourth (1/4) of one hundred twenty days (120). Sick leave conversion does not apply to any termination or separation other than retirement.

M. Conversion of sick leave upon death of employee.

1. If an employee dies while actively employed by the University, and had ten (10) or more years of University service, payment for one-fourth (1/4) the accrued but unused sick leave to his or her credit will be made in accordance with paragraph (3) of this rule. This payment will be based upon the employee's rate of pay at the time of death.
2. The maximum payment allowed will be one-fourth (1/4) of one hundred and twenty (120) days.

3. The cash conversion of unused sick leave credit shall be paid in accordance with Section 2213.04 of the Ohio Revised Code (release of decedent's wages without administration), or to the estate of the decedent.
- N. Transfer of sick leave.
1. An employee who transfers from a public agency to the University or who is re-appointed or re-instated shall upon re-entering and submitting certified evidence of accumulated sick leave shall be credited with the unused balance of accumulated sick leave, provided time between separation and reappointment does not exceed ten (10) years.
- O. An employee may make sick leave donations or may receive sick leave donations in accordance with the applicable University policy that applies to most University employees.

ARTICLE 29 DISABILITY LEAVES

- A. (1) A physically incapacitated employee shall be placed on disability leave provided the employee is declared incapacitated for the performance of the duties of the position by a licensed physician designated by the Associate Vice President for Human Resources; provided the University may accept the report of the employee's physician. The cost of such examination will be paid by the appointing authority. In the event the employee is hospitalized or institutionalized, no such examination is required.
- (2) If a physically incapacitated employee has accrued but unused sick leave, he/she may defer commencement of disability leave under paragraph A hereof only by making application for such sick leave within five (5) days of the University's notice of intent to place the employee on disability leave. An employee may request use of sick leave during a disability leave, provided once a disability leave commences, it shall continue uninterrupted until the employee is reinstated pursuant to paragraph C hereof, and provided further that sick leave will not be paid past the date of an employee's separation pursuant to Section D hereof.
- B. A full-time or part-time employee who has completed a probationary period with the university, and has worked for at least one thousand two hundred fifty (1250) hours during the past twelve months may be placed on disability leave for a period of up to eighteen (18) months. Should the disability relate to an on-the-job injury that the University contests the validity of the injury or its treatment, the employee, upon prevailing before the Ohio Bureau of Workers Compensation regarding a compensable injury and related treatment will be provided the balance of the 18 month disability period or a six month disability period from the date of determination in order to return

to work, whichever is greater. Upon reinstatement from disability leave, an employee will be returned to the same or similar position.

No more than eighteen (18) months of such disability leave may be taken in a three (3) year period. The employer may extend the three (3) year period of time for extenuating circumstances. Employees currently on a disability leave of absence as of the ratification of this agreement (2017) shall once they return from leave be subject to the three (3) year period as all other employees.

- C. An employee who has been granted a disability leave is to be reinstated within thirty (30) days after making written application and passing a medical examination showing full qualifications to perform the duties of the position. This examination is to be conducted by a licensed physician designated by the Associate Vice President for Human Resources. The cost of this examination will be paid by the appointing authority.
- D. An employee who does not return from disability leave, and who does not formally resign nor take a disability retirement, will be separated at the end of the leave. The University will continue the employee's insurance coverage for twelve (12) months from the date the employee is placed on disability leave. If employee contributions are required, arrangements must be made with the Staff Benefits Office for such payment prior to the effective date of the disability leave.

ARTICLE 30 MILITARY LEAVE

- A. The University will continue to comply with all applicable state and federal statutes and regulations relating to the employment rights of bargaining unit members on military service.
- B. A regular employee of the University who is a member of the Ohio National Guard, the Ohio Defense Corps, the Naval Militia, or a member of any other reserve component of the Armed Forces of the United States, shall be entitled to leave of absence from his/her respective duties without loss of pay for such time as he/she is in the military service on field training or active duty for periods not to exceed thirty-one (31) days in any one calendar year. The maximum number of hours for which payment can be made in any one calendar year is one hundred seventy-six (176) hours. The employee is required to submit, with written request for leave, an order or statement from an appropriate military commander as evidence of such duty.
- C. A regular employee who has worked for the University for at least ninety (90) calendar days shall, upon written request, be granted a leave of absence without pay to be inducted or otherwise enter military service.
- D. Reinstatement – A veteran separated or discharged under honorable conditions must make application for re-employment to his/her former position within ninety (90) days from the date of his/her release from service or within ninety (90) days after release from

hospitalization due to in-service injury or illness which has not exceeded a period of more than one year.

1. Reinstatement will be accomplished within thirty (30) days after the application is received.
 2. An original or certified copy of the discharge or certificate of service must be provided for photocopying by the University with each request for reinstatement or reappointment.
 3. The veteran must be physically qualified to perform the duties of his/her position. Where a disability sustained in military service precludes restoration to the original position, the veteran shall be placed in a position of like status and pay compatible with his/her physical condition.
- E. An employee who re-enlists while on active duty, or a commissioned officer who voluntarily enters on extended active duty beyond that required, on accepting a commission, is not eligible for reinstatement.

ARTICLE 31 COURT LEAVE

- A. Court leave with pay shall be granted to any regular bargaining unit employee who:
1. Is summoned for jury duty by a court of competent jurisdiction, or
 2. Is subpoenaed to appear before any court, commission, board, or other legally constituted body authorized by law to compel the attendance of witnesses, when the employee is not a party to the action.
- B. An employee who is scheduled to work third shift (night shift) shall with prior notification to the supervisor, not be required to report to work either; 1) the day proceeding or 2) the day following his/her appearance for reasons identified in sub-paragraphs 1 and 2 above, and shall lose no straight time compensation.
- C. An employee who is appearing before a court or legally constituted body in a matter in which he/she is a party may be granted vacation time or leave of absence without pay.
- D. An employee who is the appellant in any action before the State Employment Relations Board, is in active pay status and is scheduled by such Board to appear before the Board or its agents during his/her normal working hours, shall be granted court leave with full pay (not to exceed eight (8) hours per day) for purposes of attending the hearing.
- E. Court leave shall be requested in writing in advance by the employee on the form provided by the University, supported by a copy of the appropriate court document.

- F. All compensation or reimbursement for jury duty or for court attendance compelled by subpoena, when such duty is performed during the employee's normal working hours, shall be remitted by the employee to the Treasurer of Kent State University as a condition for payment of court leave under this article.

**ARTICLE 32
VACATION**

- A. A full-time employee shall earn vacation according to years of service with the University based on the following schedule:

Less than one year of service. Accrued vacation is available after six (6) months of service.

One year, but less than five (5) - Two weeks, (80 work hours) (10 working days).

Five years but less than ten (10) - Three weeks, (120 work hours) (15 working days).

Ten years, but less than twenty-one (21) - Four weeks, (160 working hours) (20 working days).

Twenty-one or more years of service - four weeks, (160 working hours) (20 working days) plus an additional 8 hours (one day) per year for each year of service over twenty years (20) to a maximum addition of 40 hours (5 days) for a total annual accrual of 200 hours (25 days) for twenty-five (25) or more years of service.

One year of service shall be computed on the basis of twenty-six biweekly pay periods.

Prior service with the state or any political subdivision of the state shall not be credited for purposes of calculating an employee's vacation entitlement, provided bargaining unit employees hired prior to February 4, 1990, shall be credited for prior service only with the State of Ohio for purposes of calculating vacation entitlement.

- B. Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual for three years. Such excess leave shall be eliminated from the employee's leave balance. Upon separation from University service, an employee shall be entitled to compensation at his/her current rate of pay for all lawfully accrued and unused vacation leave to his/her credit at the time of separation up to three years.
- C. All use of vacation leave must be requested in writing using the form provided by the University, and is subject to the prior written approval of the immediate supervisor or designee. Vacation requests may be denied for operational and staffing reasons, but otherwise shall not be unreasonably denied. A copy of the vacation request will be returned to the employee within five (5) days of the request. Once a vacation period is approved, it will not be changed or canceled within a two-week period immediately

preceding the first day of the vacation period, except with the mutual consent of the employee and his/her immediate supervisor or designee.

- D. In the event the State of Ohio enacts legislation granting vacation rights to part-time employees, the University will implement same.
- E. Holidays observed under this Agreement shall not be included in computing the length of vacation periods.
- F. Annually, during the fourteen (14) calendar days beginning September 1 of each year, employees who have accrued 500 or more hours of unused sick leave may elect, in writing, to transfer 40 hours of their unused sick leave into their unused vacation leave accrual.

ARTICLE 33 HOLIDAYS

- A. The following holidays, and any day appointed and recommended by the Governor of Ohio or the President of the United States, will be observed by all regular employees:

First day of January
Third Monday in January
Last Monday in May
Fourth of July
First Monday in September
Second Monday in October
Eleventh day of November
Fourth Thursday in November
Twenty-fifth of December

- B. If a holiday falls on Sunday, it will be observed on the following Monday. If a holiday falls on Saturday, it will be observed on the preceding Friday. If an employee's work schedule is other than Monday through Friday, he/she shall be entitled to holiday pay for any holiday observed on his/her day off regardless of the day of the week on which it is observed.
- C. When an employee who is eligible for overtime pay is required by the responsible administrative superior to work on a day observed as a holiday, the employee shall be entitled to pay for such time worked at one and one-half (1 ½) times his/her total hourly rate of pay, in addition to his/her regular pay.
- D. A part-time classified employee will receive holiday pay for that portion of a holiday which he/she normally would have been scheduled to work.
- E. Payment will not be made for a holiday which occurs during a period when an employee is on leave of absence without pay. If a holiday occurs during a period of paid sick leave,

the employee will be regarded as having been off duty and will draw his/her normal pay, without being charged for sick leave. Only an employee who is in pay status on his/her normal work day immediately preceding a holiday will be considered entitled to holiday pay. An employee absent without leave on the work day immediately preceding a holiday will be denied holiday pay.

- F. The Board of Trustees of the University may observe on days other than those specified above, any of the holidays otherwise observed on the third Monday in January, the third Monday in February and the second Monday in October. To date, the Board of Trustees has declared that the holiday on the second Monday in October shall be observed on the Friday after Thanksgiving and the holiday on the third Monday in February shall be observed in December. The University will notify the Union when other permissible changes are made through the University's website.

In the event that the Board of Trustees of the University changes the day of observance of one of the holidays listed in Paragraph A, above, and such change results in seasonal employees losing holiday pay due to the employees being on seasonal lay-off during the alternate holiday, such seasonal employees shall receive holiday pay for the alternate holiday.

- G. The local Union President or his/her designee may request a holiday be observed on a day within the same work week, other than the date previously scheduled for an employee or group of employees. If approved by the Associate Vice President for Human Resources or his/her designee, the employee will receive holiday pay for that date specified, and receive his/her normal rate of pay for work performed on the originally designated holiday.
- H. Employees whose work schedule regularly begins between the hours of 10:00 p.m. and 11:59 p.m. shall observe the holiday on the day in which the majority of their scheduled hours fall.

(Example: If a holiday is scheduled for a Monday observance an employee scheduled to work Sunday through Thursday with a 10:30 p.m. to 7:00 a.m. shift will observe the holiday beginning Sunday at 10:30 p.m. to 7:00 a.m. and is not eligible for overtime pay the Monday Holiday at 10:30 p.m. unless they actually work the Sunday night shift.)

ARTICLE 34

PROBATIONARY PERIODS

- A. Each employee shall serve a probationary period of one hundred and twenty (120) calendar days following original appointment and following promotion. Employees who work an irregular schedule or who are scheduled to work less than the normal number of working days per week shall have their probationary period determined on the basis of time actually worked.
- B. No appointment is final until the appointee has satisfactorily served his/her probationary period.

- C. If the service of a newly hired probationary employee is unsatisfactory, he/she may be removed at any time during the probationary period without recourse to the grievance procedure.
- D. A promoted employee who is removed from his/her new bargaining unit classification or reduced to his/her former classification due to unsatisfactory performance, after a minimum of thirty (30) calendar days in the new position, may appeal such removal or reduction through the grievance procedure.

ARTICLE 35
SENIORITY

- A. An employee's seniority with the University, or in his/her department, or in his/her classification, shall be determined as defined below. An employee will be credited with one point for each bi-weekly pay period of full-time service. An employee will be credited with one-half (.5) point for each bi-weekly pay period of part-time service. Points shall be combined to determine each employee's total seniority points. Time on authorized leave of absence will be included. An employee shall have no seniority during the probationary period following initial employment, but upon satisfactory completion of the probationary period shall have seniority retroactive to date of hire.
 - 1. "University seniority" is the employee's seniority with the University as determined above.
 - 2. "Department seniority" is the employee's seniority in his/her department as determined above.
 - 3. "Classification seniority" is the employee's seniority in his/her current classification as determined above.

Tie Breaker. In the event two or more employees have identical seniority points as calculated by the above, the tie shall be broken by utilizing the following methods, in the following order:

 - 1. First, the employee having the most recent date of continuous service shall be deemed the least senior.
 - 2. Coin toss.
- B. Seniority for all purposes hereof shall be broken (or terminated) when an employee;
 - 1. quits;
 - 2. is discharged for cause;

3. is laid off or otherwise out of active pay status with the University for a period of more than twelve (12) consecutive months;
 4. is absent without leave for three (3) consecutive work days (unless the employee is physically unable to contact the University and provided he/she thereafter provides proper and acceptable excuse as determined by the University);
 5. fails to report for work as scheduled when recalled from lay off;
 6. fails to return to work on the next scheduled work day following vacation or leave of absence (unless proper and acceptable excuse is shown by the employee).
- C. Annually, the University will furnish the President of Local 153 with four (4) copies of the seniority list and Ohio Council 8 with one (1) copy of that list. Any discrepancies in the seniority list brought to the attention of Human Resource Services and Solutions will be corrected. The University will also furnish a listing in hire date order of all current members of the bargaining unit.
- D. Effective January 1, 1999, permanent full-time and part-time bargaining unit employees, including those with seasonal appointments, will be eligible to receive a Service Achievement Award as established in Section 3342-6-07.11 of the University Policy Register.

ARTICLE 36 EMPLOYEE PERFORMANCE EVALUATION

- A. The annual Employee Performance Evaluation of bargaining unit employees shall continue and be completed by management. Each employee will be given on line access to a completed copy of his/her annual Performance Evaluation form. The fact that the employee electronically acknowledges the report does not signify his/her approval.
- B. An employee may submit an on-line a response to the evaluation and such signed response shall be included with to the evaluation.

ARTICLE 37 SALARY ADJUSTMENTS

- A. While the University recognizes the Union as the exclusive agent for negotiating salaries for their membership, the University reserves the right to adjust salaries beyond negotiated levels to address salary discrepancies if proven through a salary review conducted by the University, to counter a bona fide offer of outside external employment of an employee, or in other unusual circumstances.
- B. The University will notify the Union ten (10) days before any such adjustment can occur.

- C. If the University adjusts the salary of employees, all similarly situated employees will have salaries adjusted as of the effective date of the adjustment.

ARTICLE 38
SAFETY AND HEALTH

- A. The University will continue to provide the required safety equipment and protective clothing to those employees who are required to use the equipment or who perform on-job assignments where protective clothing is mandatory by code. All employees will abide by University Safety Regulations and will utilize or wear the required safety equipment and/or protective clothing. Employees and supervisors will work together to resolve safety issues.
- B. The Union will continue to encourage safety in all matters with its members and will promote the safety rules and regulations established by the University Safety Program. Safety Committee meetings will be held two (2) times a year during working hours to update employees on University safety rules and regulations.
- C. The Union shall select two (2) people from different divisions to serve as its representatives on the University Safety Committee. The representatives named to serve on the Safety Committee shall suffer no loss of pay for the time necessarily spent in meetings of the Safety Committee during their regularly scheduled working hours, and shall be notified of meetings of the Safety Committee at least three (3) days in advance of such meeting. Notification shall be in writing and shall contain the time, date and place of the meeting.
- D. All matters involving safety and health shall be promptly brought first, to the attention of the employee's supervisor, and if not resolved by the supervisor, then in writing to the Department Head, and if not resolved, then in writing to the University Safety Director and, if not resolved, then set for discussion at an ad hoc joint labor/management safety committee with two (2) members appointed by the Director of Campus Environment and Operations with expertise in the area of concern, and two (2) members appointed by the Union.
- E. No less than two (2) persons will be assigned to a crew when work, other than inspection, is to be performed in University tunnels, on roofs, or when an employee is required to work in an excavation of greater than four (4) feet in depth, or at other times as determined by the Director of Campus Environment and Operations or specified in the Safety Policy. Proper communication devices will be provided when the employees are assigned to inspect tunnels or assigned to the cherry picker.
- F. Employees who are required by the University to wear safety shoes shall be allocated up to \$150.00, by the University on or about each anniversary date of this Agreement for the purchase of a pair of safety shoes. Employees will be required to wear the safety shoes and maintain the safety quality and appearance of the shoes as determined by the Director of Safety. Employees will be provided \$75.00 each contract year for custodial and

dining services workers for “no slip” safety shoes, in accordance with other safety shoe payment.

**ARTICLE 39
TRANSITIONAL WORK**

- A. The University will offer transitional work to its employees who are injured in the course of, or arising out of their assigned duties with the University consistent with the University’s Transitional Work Program as may be in effect. Employees so injured will receive full benefits in accordance with sick leave and Workers' Compensation provisions.

**ARTICLE 40
MEDICAL TREATMENT DURING WORKING HOURS**

- A. In the event an employee is injured while at work and must leave his/her duties to receive emergency medical treatment during working hours, that employee will receive full pay at the normal hourly rate for time lost on the day of the injury.
- B. Physical examinations required of an employee by the University will be provided including x-rays (where necessary) at no cost to the employee.
- C. First aid equipment will be provided by the University for employees in each building and truck.
- D. Employees required to take annual physicals shall suffer no loss of pay as a result of time lost from work therefore.

**ARTICLE 41
DISCIPLINE**

- A. No bargaining unit member shall be disciplined except for just cause. Employees shall not be discharged or given a disciplinary suspension without first being given an opportunity to attend a conference where the employee may give his/her version of the events at issue. The employee being so disciplined shall, upon request, have a Union representative present, but shall not have the right to be accompanied or represented by a private attorney or any other person other than the Union. Such a pre-suspension/discharge conference shall not be required relative to serious offenses requiring immediate action.
- B. The University may promulgate and publish work rules regulating the conduct of bargaining unit employees and informing employees of the types of conduct which shall be deemed inappropriate. Newly promulgated or amended work rules shall be sent to the Union President or his/her designee fourteen (14) days prior to the date they take effect. Until the time new rules are promulgated, present department rules and the enumerated offenses stated in O.R.C. §124.34 will apply. The grievance procedure shall be available if the rules are unreasonable or are applied in a discriminatory manner.

- C. Copies of suspension and discharge actions will be provided to the employee or mailed to the employee's address of record and mailed to the Union President or his/her designee at the time disciplinary action is taken.
- D. Disciplinary suspensions shall be for a specified number of days and holidays shall be counted as a day of suspension for this purpose.
- E. Suspensions and discharges may be submitted to the grievance procedure at Step 3. All other disciplinary actions may be submitted to the grievance procedure at the step at which the discipline was issued.
- F. Notices dealing with discipline consisting of a suspension or termination shall state the type and amount of discipline imposed, and the reasons for the disciplinary action taken. The notice shall include any contract provision, statute, policy or work rule which the employer considers to have been violated. The Union shall receive a copy of the discipline notice at the time the notice is presented to the employee.
- G. Disciplinary action will be removed from the employees personnel file and will cease to have any force or effect in compliance with the following schedule, provided the employee has no intervening discipline while current discipline remains active. If an employee has intervening discipline during the time period that formal discipline remains active, the time of the new discipline shall extend the old discipline with it until the new discipline expires:
 - 1. Verbal and Written reprimand twelve (12) months.
 - 2. Suspension twenty four (24) months.

ARTICLE 42
GENERAL

- A. The University agrees to provide copies of this Agreement in booklet form to the Union as necessary.
- B. A custodial worker shall not be required to perform work involving the connecting or disconnecting of wiring of a light fixture.
- C. The duty of flat roof repair is considered the proper assignment of the Carpenter classification.
- D. The Union shall provide the University notification of the man or woman serving as acting President in the event of illness or absence of the President.
- E. The University will continue to provide adequate locker space for all Maintenance, Custodial and Food Service employees in need of same.

- F. The Union shall have the right to utilize the campus mail service for handling of official Union correspondence and grievance processing, on the same basis and policies, and at the same rate, where applicable, as departments within the University community. The privilege of using the mail service does not include the handling of general mailings or mass distribution of notices, leaflets, etc.

ARTICLE 43 UNIFORMS

- A. The University will provide uniforms for every employee who is required to wear attire other than usual clothing in the normal pursuit of his/her duties. Housekeeping, Custodial and Maintenance employees will be issued five (5) uniforms, with replacement as needed. Parking Facility Attendants will be issued five (5) uniforms, with appropriate accessories, with replacements as needed. The University will, at its option, issue to Food Service employees five (5) uniforms with replacement as needed or provide a clean uniform each work day. All employees will wear the required uniforms.
- B. Coveralls will be made available for use on the job where working conditions require same and approved jackets can be purchased at University cost.

ARTICLE 44 PARKING

- A. The University agrees to provide free parking for its employees at a location or locations specified by the University.
- B. The Union can purchase up to three (3) "service" permit passes for \$50 each.
- C. The Union shall select one (1) person to serve as its representative on the University Parking and Traffic Committee. The representative named to serve on the Parking and Traffic Committee shall suffer no loss of pay for time necessarily spent in meetings of the Parking and Traffic Committee during his/her regularly scheduled working hours.
- D. Parking fees: following the ratification of the agreement through May 31, 2013 a staff parking permit will be \$12.00 per month. Effective June 1, 2013 through May 31, 2014 a staff parking permit will be \$12.50 per month, effective the next full pay period following June 1, 2013. Effective June 1, 2014 through the current contract a staff parking permit will be \$12.75 per month.

ARTICLE 45 INSURANCE

- A. *Maintenance of Benefits.*
 - 1. Effective January 1, 2018, employees will contribute a monthly amount which will be calculated with the median university salary level contribution equal to 17% of

the cost of coverage for the 90/70 PPO, and 15% of the cost of coverage for the 80/60 PPO. Effective January 1, 2019, employees will contribute a monthly amount, which will be calculated with the median University salary level contribution equal to 20% of the cost of coverage for the 90/70 PPO and 18.5% of the cost of coverage, for the 85/60 PPO. The High Deductible Health Plan (HDHP) and a Health Savings Account (HSA) with monthly employee contribution amounts calculated at 13% of the cost of the plan coverage will remain in effect.

2. The University reserves the right to change or reduce the number of medical insurance carriers during the course of the contract so long as the plan of benefits then in effect is not reduced and so long as there is no significant disruption in patient provider relationships as a result of a change in carrier.
3. The University reserves the right to change carriers for other types of coverages during the course of the contract so long as the plan of benefits is not reduced.

B. *Health Insurance Benefit.*

Effective January 1, 2019, the University will allow full-time bargaining unit members to select one of three health insurance plans as set forth herein:

1. *The "90/70 PPO"* comprehensive medical insurance plan with deductibles, co-insurance, out-of-pocket limitations and other significant plan features as set forth in Attachment A hereto. Effective January 1, 2020, this plan will cease to be available.
2. *The "85/60 PPO"* comprehensive medical insurance plan with deductibles, co-insurance, out-of-pocket limitations and other significant plan features as set forth in Attachment A hereto.
3. A High Deductible Health Plan (HDHP), and a Health Savings Account (HSA) option, with deductibles, co-insurance, out-of-pocket limitations and other significant plan features as set forth in Schedule A Plan Comparison Chart.
4. Contributions will be based upon the employee's salary on a schedule as depicted by the sample on Attachment A attached.

C. *Coverage for Preventive Services.*

All mammograms, routine PAP smears, and routine prostate function examinations (to include the prostate-specific antigen (PSA) test) are considered to be covered expenses under all medical plans, subject to the terms and conditions of those plans. These services will not be subject to the annual deductible, but will be subject to appropriate coinsurance and other coverage provisions.

D. *Life Insurance Benefit.*

1. The basic life insurance benefit made available to full-time bargaining unit members shall be calculated as three (3) times base annual earnings, rounded to the next highest \$1,000, but not more than \$225,000-EFFECTIVE August 1, 2012. A separate additional benefit up to the amount of the life insurance will be paid for accidental death, dismemberment, or loss of sight. The amount of Life and Accidental Death and Dismemberment benefits will be reduced to 65% at age 65, and further reduced (from the original insurance amount) as follows: to 50% at age 70, and 35% at age 75. Basic life insurance and AD&D benefits will be provided with no employee contributions.
2. Full-time bargaining unit members are eligible to purchase additional amounts of group term life insurance at a level of between one (1) and three (3) times annual salary with a maximum of \$500,000. The life insurance carrier will determine the guaranteed issue level at initial enrollment.
3. Full-time bargaining unit members are eligible to purchase group term life insurance for spouses at a level of between one (1) and three (3) times the employee's annual salary with a maximum of \$500,000. The life insurance carrier will determine the guaranteed issue level at initial enrollment.
4. Full-time bargaining unit members are eligible to purchase group term life insurance for eligible dependent children at a level of \$10,000.
5. The University reserves the right to change the insurance carrier or otherwise alter the method of providing the life insurance benefit.

E. *Prescription Drug Benefit.*

Bargaining unit members electing any medical plan will be eligible to participate in the current prescription program under the terms of the 80/60 PPO for 2018, the 85/60 PPO for 2019, and the 90/70 and HDHP for both 2018 and 2019. Purchases are subject to a co-insurance from the employee, but are not subject to an annual deductible.

1. Prescription drug benefits for full-time bargaining unit members electing medical benefit plans set forth in Article 45 above shall also include coverage for oral contraceptives.
2. The prescription drug benefit provided to employees electing one of the medical plans set forth in Article 45 above will include the following features:
 - a. Medications may be received from either a retail pharmacy or a mail service pharmacy subject to the limitations below. The maximum prescription available at a retail pharmacy is a 30-day supply; the maximum prescription available from the mail service pharmacy is a 90-day supply.

- b. Co-insurance levels will be 10% for generic medications, 20% for brand name medications and 40% for brand name medications only when a generic equivalent is available. The maximum coinsurance for any single prescription will be \$60 (\$80 in the case of the 85/60 PPO), except when a brand name medication is prescribed when a generic equivalent is available. In this case, the maximum coinsurance for any single prescription will be \$100, unless the physician has written the prescription dispense as written. The University may, in its discretion, implement a Generic Step Therapy strategy during the term of this Agreement.
- c. Benefits will be provided for maintenance medications (whether brand or generic) through a retail pharmacy for a 30-day prescription and two 30-day refills at the retail level. After the initial 90-day period, benefits will be provided for maintenance medications through the mail service pharmacy only.

F. *Dental Benefit.*

During the term of this Agreement the University will offer a PPO plan, which will include a high, basic or low option. Employee co-payment of premiums for single, dual coverage (one dependent) and family coverage (more than one dependent) for each of the options appears in Addendum A of this agreement.

G. *Vision Care Benefit.*

Bargaining unit members enrolled in medical coverage automatically have vision coverage and will continue to have vision coverage at the same coverage level indicated for medical coverage. The plan is on a rolling 24-month calendar.

- H. In accordance with and subject to applicable laws and regulations, pursuant to which full-time bargaining unit members may annually make a voluntary election to have a specified amount withheld on a pre-tax basis from the first and last paycheck of each month to be used to pay the bargaining unit member's share of any contributions to premium costs for medical or dental coverage under Article 45.

- I. The University established plan, in accordance with and subject to applicable laws and regulations, pursuant to which bargaining unit members may annually make a voluntary election to have a specified amount withheld on a pre-tax basis from the first and last paycheck of each month to be used for reimbursement of eligible dependent care and health care expenses.

J. *Domestic Partner Benefits.*

- 1. Domestic Partners, opposite or same sex, of a bargaining unit member may be covered for all benefits in those instances where the partner is not eligible for or

already covered by another employer. These benefits will include medical, dental, life, personal accident insurance and tuition remission at the same contribution level applicable to a spouse.

2. The benefit for domestic partners will be subject to IRS rules and regulations. Elements and conditions of the benefit are:

- a. To cover a domestic partner the following conditions must be met:
 - i. Share a permanent residence (unless residing in different cities, states, or countries on a temporary basis).
 - ii. Are the sole domestic partner of each, having been in the relationship for at least six (6) months, and intending to remain in the relationship indefinitely.
 - iii. Are not currently married to or legally separated from another person under either statutory or common law.
 - iv. Are responsible for each other's welfare.
 - v. Are not related by blood to a degree that would bar marriage in the state of Ohio.
 - vi. Are financially interdependent on each other verified by documentation of at least (3) of the following:
 - a. Joint ownership of real estate property or joint tenancy on a residential lease.
 - b. Joint ownership of an automobile.
 - c. Joint bank or credit account.
 - d. A will designating the domestic partner as the primary beneficiary.
 - e. A retirement plan or life insurance policy designating the domestic partner as the primary beneficiary.
 - f. A durable power of attorney signed to the effect that powers are granted to one another.

K. *Wellness Benefit.*

If the University implements a wellness incentive program for all employees, bargaining unit members may also participate in the program in order to receive a reduction in the employee share of health insurance premiums or other incentives during the term of this Agreement.

L. Paid Parental Leave. (Reopener 2016)

The University will provide Paid Parental Leave to bargaining unit members to recover from childbirth and/or to care for or bond with a child.

1. Eligibility

- a. In order to be eligible for Paid Parental Leave, a bargaining unit member must have become a new parent as a birth mother, birth father, an

adoptive parent, foster care parent with legal custody or guardianship, same sex spouse, or domestic partner.

- b. A bargaining unit member must have completed at least one full year of full-time service prior to the date Paid Parental Leave is to commence. A bargaining unit member that attains one full year of full-time service while on leave for the purpose of the birth of a child, the adoption of a child, or fostering of a child will be eligible for a pro-rated portion of Paid Parental Leave. One paid Parental Leave benefit is available per bargaining unit member, per birth, adoption, or foster care placement event. The number of children involved does not increase the length of Paid Parental Leave granted for the event.
- c. Eligible parents who are both bargaining unit members are individually entitled to use Paid Parental Leave.
- d. There shall be no limit placed on the age of a newly adopted or foster care child for purposes of eligibility to utilize Paid Parental Leave.

2. Terms and Conditions

- a. Paid Parental Leave is paid at 100% of the bargaining unit member's regular base rate of compensation during the bargaining unit member's twelve (12) month continuing appointment.
- b. A bargaining unit member will be eligible for six (6) paid weeks of Paid Parental Leave for a birth mother, birth father, an adoptive parent, foster care parent with legal custody or guardianship, same sex spouse, or domestic partner to care for and bond with a newborn, newly adopted child, newly fostered child. A bargaining unit member must provide the University with at least thirty (30) days advance notice of intent to use Paid Parental Leave unless such notice is not practicable, in which case the bargaining unit member must give notice as soon as practicable.
- c. An additional six (6) weeks of sick leave either from the bargaining unit member's own accumulated total sick leave and/or vacation or time transferred to the bargaining unit member from donated leave that is donated in accordance with University policy 3342-6-11.4, may be used to supplement the Paid Parental Leave benefit so that the parent is able to maintain income the entire twelve (12) weeks of FMLA eligibility following childbirth, adoption, or foster care placement, for the purpose of recovery from childbirth, and bonding.
- d. An eligible bargaining unit member will have discretion to use Paid Parental Leave before or after accrued sick leave and vacation. However, an employee must exhaust Paid Parental Leave and accrued sick leave and vacation leave

prior to going on an unpaid FMLA status.

- e. Paid Parental Leave shall run concurrently with FMLA. Paid Parental Leave will ordinarily be used on a continuous leave basis, but may be used intermittently subject to the same requirements, including the University's approval, as required under FMLA.
- f. Paid Parental Leave should generally commence following the birth, adoption or foster care placement, but in some instances may occur prior to the event when deemed medically necessary or when needed to fulfill the legal requirements for an adoption or foster placement, provided all eligibility requirements are met.
- g. Paid Parental Leave should be used during the twelve (12) weeks immediately following the birth, adoption or foster care placement. Exceptions will be considered on a case-by-case basis and the bargaining unit member's request is subject to approval by the Vice President of Human Resources or their designee.
- h. A bargaining unit member who utilizes Paid Parental Leave is required to return to full-time work for at least one full year following the conclusion of the Paid Parental Leave. If the employee does not fulfill this obligation, he/she must reimburse the University for the compensation that he/she received during the leave. This requirement may be waived if the employee is unable to return to work due to a disabling medical condition, to care for a newborn with a serious medical condition(s), or other circumstances beyond the employee's control.
- i. During the period the bargaining unit member is utilizing Paid Parental Leave; there shall be no accrual of sick leave and/or vacation.
- j. Paid Parental Leave is a benefit of employment and its use shall not have a negative impact of the bargaining unit member's evaluation, promotion or employment status.

M. The Health Benefits Review Committee (Reopener 2016)

- 1. The University will afford the Union to select one (1) bargaining unit employee to serve as the Union's representative on the University's existing Health Benefits Review Committee.
- 2. The representative named to serve on the Health Benefits Review Committee shall suffer no loss of pay for the time spent in attendance at meetings of the Health Benefits Review Committee.

ARTICLE 46
MEALS

- A. The University will provide one meal per scheduled shift consisting of non-specialty items at a 20% discount to Food Service employees who are on duty and who are engaged in the preparation and service of food. Such meal is to be consumed only during the scheduled meal period and only in an assigned area. Eligible employees must use their food service flash card to receive the discount. This privilege is limited to those days on which food service is in operation.

ARTICLE 47
NO STRIKE – NO LOCKOUT

- A. During the term of this Agreement and during the negotiation period of any successor agreement, the University shall not lock-out and the Union and members of the bargaining unit shall not engage in any strike (including any work stoppage, slow-down, picketing as defined in O.R.C. Chapter 4117, sick-out, boycott, stay-home, sit-down, sympathy strike, refusal to cross picket lines, or any form of restriction of production or service or interference with operations).
- B. Should any strike (as defined above) occur, the Union shall take all disciplinary and other measures available under its constitution and rules to bring a prompt end to the stoppage. The Union will publicly repudiate the action of the offending employees and mail a notice to all bargaining unit employees directing them to immediately cease and desist. In addition, the Union hereby agrees and consents to the issuance by the Portage County Common Pleas Court of an injunction restraining and prohibiting:
1. All picketing or other forms of interference with University operations.
 2. Any attempts to harass, coerce, or interfere with students, employees, deliveries, or other operations of the University.
 3. Any other and further relief deemed by the University and the Court to be appropriate in the circumstances.
- C. Any violation of Paragraph A shall subject any participant to immediate discipline, up to and including discharge. Any employee disciplined under this Article shall be entitled to invoke the grievance procedure solely on the question of whether or not he/she actually violated Section A of this Article. Such grievance will be initiated at Step 3. The Union shall notify all bargaining unit members of this provision and no additional notice shall be necessary before discipline may be imposed.
- D. Nothing herein shall be construed as a limitation upon, or election of remedies by, the University.

- E. The dues check-off normally required under Article 7 shall be suspended for one month for each day of any strike in violation of this Article.

ARTICLE 48

WAGES

- A. This article is the sole source of rights and obligations of the parties to this agreement concerning wages and supersedes all provisions applicable to bargaining unit employees in the Ohio Revised Code and/or the Administrative Rules of the Ohio Department of Administrative Services relative to wages. Bargaining unit employees will be paid in accordance with the pay plan set forth in this Agreement.
- B. All employees covered by this Agreement shall continue to be paid on the existing biweekly payroll schedule. Time cards reflecting actual hours worked and approved leaves of absence must be completed, signed, and turned in on a weekly basis. New employees will continue to receive their initial pay checks two weeks after the end of the pay period in which their employment began.
- C. For the duration of this Agreement, the pay grade for each classification shall be as designated in Appendix A.
- D. A newly hired employee shall be employed at the applicable entry rate established for the pay grade corresponding to the classification for which he/she was hired as set forth in Appendix A of this Agreement, whichever is then currently applicable.
- E. Beginning on the first day of the pay period within which the employee completes one hundred and eighty-two (182) calendar days of service in his classification, the employee's hourly rate of pay will be adjusted to the six (6) month rate within the pay grade as set forth in Appendix A of this Agreement, whichever is then currently applicable. Time spent on unpaid leaves of absence shall be deducted from the time required to obtain the above adjustment.
- F. Each employee on the active payroll as of the pay period following contract ratification, shall receive a one-time lump sum payment in the gross amount of \$250.00 and shall have his/her individual wage rate increased by two (2.0) percent effective with the pay period which contains October 1, 2017.
- G. Effective with the pay period which contains October 1, 2018, each employee on the active payroll shall receive a one-time lump sum payment in the gross amount of \$200.00 and shall have his/her individual wage rate as of that date increased by one and one half (1.5%) percent.
- H. If, during the course of this agreement, the university is unable to recruit sufficient qualified employees at the minimum rate for a particular classification represented by the Bargaining Agreement, the University may increase the starting rate of pay for such classification. Any bargaining unit member within the classification whose hourly rate is

below the new minimum hourly rate shall be brought to the new minimum hourly rate no later than the effective date of a new hire to the classification.

- I. If, during the course of this agreement, the University finds that market rates make it difficult to retain qualified employees at the minimum rate for a particular Bargaining Unit classification the University may increase the starting rate of pay for such classification no sooner than thirty (30) days after written notification to the Union of the intent to make the change(s). The Union may propose additional classifications for adjustment at the time the University proposes changes. Should the University reject the proposals of the Union, the Union may propose such changes at the next contract negotiation. If the parties agree on the Union's proposals, it shall be implemented in accordance with this paragraph. Should the Union disagree with the decision of the University, it may file directly for arbitration on the issue within thirty (30) days of the date of the written notification. Nothing herein shall prohibit the parties from meeting at any time to discuss the issue. Increased wage rates may be implemented by the University, notwithstanding the filing of a grievance. The only issue to be placed before the arbitrator is whether the University has been arbitrary or capricious in increasing wage rates for the particular positions. Should the arbitrator find that the University was arbitrary or capricious, he/she may retroactively return the wage rate to that which was in effect prior to the change by the University. Any bargaining unit member within the classification which is adjusted, shall have his/her rate of pay adjusted so that his/her rate is at least at the minimum for the classification, in addition to any applicable job enrichment increment. The University may establish new pay grades for any such adjusted classifications.
- J. When an employee is promoted to a higher classification, or when a pay grade is increased, his/her hourly rate of pay will increase by five percent (5%) or to the entry rate of the new classification, whichever is greater.

If the employee's hourly rate of pay following the five percent (5%) adjustment is less than the job rate of the higher classification, the employee's hourly rate will be adjusted to the job rate effective on the first day of the pay period within which the employee completes 182 calendar days of service in the higher classification.

If the five percent (5%) adjustment places the employee's hourly rate at or above the job rate, the employee's rate of pay will remain at that rate until it is affected by the pay plan set forth in this Agreement.

- K.
 1. An employee reduced or demoted involuntarily or as the result of displacement during a layoff, will return to the hourly rate of pay received in the lower classification which he/she held previously or the current job rate of the lower classification whichever is greater. In the case where the employee is reduced or demoted to a lower classification that he/she had not held previously, the employee's rate of pay will be the job rate of the lower classification.
 2. In the case where an employee is reduced or demoted voluntarily, the employee's rate of pay will be determined by the University, in its discretion, but shall not be

less than the current job rate of the lower classification nor more than the maximum rate of the lower classification.

L. Shift Differential

1. Employees whose established work schedule begins after 2:00 p.m. shall be compensated over and above their regular rate of pay as follows:
 - a. Employees whose work schedule regularly begins between the hours of 2:00 p.m. and 9:59 p.m. shall receive an adjustment of one percent (1%) of their regular hourly rate of pay.
 - b. Employees whose work schedule regularly begins between the hours of 10:00 p.m. and 2:00 a.m. shall receive an adjustment of one and one-half percent (1.5%) of their regular hourly rate of pay.
2. All changes in shift differential will occur at the beginning of a pay period.

M. During the life of the Agreement salaries will be adjusted to those outlined in Appendix "A".

**ARTICLE 49
TERMINATION**

- A. This Agreement shall continue in full force and effect from October 1, 2017 and continuing until midnight, September 30, 2019. Thereafter, it shall be renewed for periods of one year unless written notice is given by either the Union or Kent State University to the other not less than ninety (90) days prior to the expiration date heretofore stated that it is desired to amend or terminate the Agreement. In the event notice is given by either party, negotiations shall begin not later than sixty (60) days prior to the termination date of the Agreement.
- B. This Agreement may be extended by mutual agreement beyond the termination date.

**ARTICLE 50
WELFARE TO WORK INITIATIVE PARTICIPANTS**

Welfare to Work participants shall not displace or replace bargaining unit employees. The Employer also agrees that Welfare to Work participants shall not be used to erode bargaining unit classifications. If there is a recall list within the agency, Welfare to Work participants will not be utilized in the same classification where the recall list exists.

ARTICLE 51
P.E.O.P.L.E. DEDUCTIONS

The Employer agrees to deduct voluntary contributions to Public Employee Organized for Political Legislative Equality (P.E.O.P.L.E.). Deductions shall be submitted to the Union pursuant to the authorization card attached hereto as Exhibit 1, no later than the tenth (10th) day following deductions. The Union shall be furnished an alphabetical listing of employees having political deductions made at the time the contributions are submitted to the Union.

ARTICLE 52
UNION ORIENTATION

The Union President or designee shall be permitted to meet with all bargaining unit employees hired the prior month, without loss of pay, to inform said employees of functions of AFSCME Local 153. The Union will be afforded up to 15 minutes to meet with new hires prior to the employer's Benefit orientation meetings.

ARTICLE 53
LABOR MANAGEMENT COMMITTEE

In the interest of sound Labor Relations and as a means of better communication and understanding between both employees and supervisors, a Labor Management Committee will be established.

Section 1.

- A. The Committee will consist of no more than six (6) Union representatives, designated by the Union President and six (6) Management personnel appointed by the University. One (1) AFSCME Staff Representative or designee may attend and participate in these meetings.
- B. The Committee will meet quarterly unless waived by mutual consent of the parties for the purpose of discussing subjects of mutual concern. Individual grievances will not be a subject matter for discussion at these meetings.
- C. Meetings will be held at a mutually agreeable time and during regular working hours.
- D. At least one (1) week prior to the meeting, each party will submit, in writing, specific discussion items.
- E. The Union President will notify Management of the Union representatives.
- F. Upon mutual agreement, the parties may reduce any agreement reached at the Labor Management Committee Meetings to writing and be signed by the parties.

It shall be an appropriate topic at subsequent meetings to review the progress of any previous agreement made and signed.

ARTICLE 54
KENT STATE UNIVERSITY AND A.F.S.C.M.E. LOCAL 153 AND OHIO COUNCIL 8
JOB ENRICHMENT AND TRADES TRAINING PROGRAM

INTRODUCTION

The Job Enrichment and Trades Training Program (the “Program”) shall be established to provide career advancement and growth opportunities to bargaining unit members. The goal of this Program is to provide opportunities for bargaining unit employees to enhance knowledge and skills to improve their abilities to perform their jobs in a more effective and efficient manner and to advance their career. The University sees the Program as a mechanism to meet employee career developmental needs and to improve the delivery of services to the university community.

The trades training programs and the job enrichment programs will include both structured classroom instructions and on-the-job training (O.J.T.). Bargaining unit members will participate in Program sponsored training during non-working hours on a voluntary basis. Successful completion of Program requirements will be the basis by which employee participants will receive increased compensation.

The implementation of the Program will be based on University prioritized needs. For at least four (4) employees during the term of the collective Bargaining Agreement; the determination of which program utilized depends upon the decision of the University. However, employees will not be compensated for participating in training offered during non-working hours.

JOB ENRICHMENT AND TRADES TRAINING COMMITTEE

The parties, the University and the Union, will establish a joint Trades Training and Job Enrichment Committee (the “Committee”) consisting of six (6) members – three (3) members appointed by the University and three (3) members appointed by the Union.

The Committee will provide information regarding the Program to bargaining unit members and management. The Committee will also assist in the selection of qualified employees to participate in Trades Training and Job Enrichment Programs.

ESTABLISHED REQUIREMENTS

1. Entry into the Program will be voluntary and the University will not have the right to require an employee to participate in the Program.
2. If an employee fails to successfully complete required training, the employee will not be eligible for an increase in pay.
3. If an employee fails to progress to the next level of a program with multiple levels within

the required time limit, such employee will not be eligible for the next level increase in pay and will be removed from the Program.

4. Both on-the-job training (O.J.T.) criteria and academic criteria must be completed before the employee is eligible to receive an increase in pay.
5. In order to successfully complete the Program or level of a program, an employee must complete all requirements including written tests and/or documentation of the required competencies.
6. The University shall provide tuition, tools, equipment, books and necessary materials for completion of the Program. Equipment, tools and materials are considered the property of the University and must be returned to the University upon completion or termination from the program. Attendance at required classes occurring outside the normal workday shall not be paid time. Exception: Materials may be kept by employees when the University allows.
7. All established safety guidelines and regulations will be adhered to throughout the Program.
8. Employees in the Program shall receive all contractual wage increases and increases awarded as a result of successful completion of Program requirements.

TRAINING PROGRAM

The trades training program for each trade will be based on the needs and requirements of the University. The University may utilize external training programs offered by reputable training institutions, as well as develop and implement training programs utilizing internal and external resources to accommodate the training needs of the Program.

EMPLOYEE PARTICIPATION IN PROGRAM

Based on the availability of funds and prioritized university needs, the University shall determine the classifications and the number of Program participants. Opportunities to participate in the Job Enrichment and Trades Training Program shall be posted and awarded based on university established selection criteria. To be considered for participation in the Program, an employee must meet the following requirements and be approved for placement by the Committee:

1. All applicants must have at least completed the 120 day probationary period in the Program classification;
2. Submit a completed application for entry into the Job Enrichment or Trades Training Programs;
3. Have a satisfactory or better attendance record. Have satisfactory evaluations and including no written warnings or suspensions within the past one year that are not being

contested in the first three (3) steps of the Grievance Procedure;

4. Meet all University established criteria specific to the selected Job Enrichment Program or Trades Training Program;
5. Meet the posted requirements and agree to adhere to the training schedule.
6. In the event that two or more applicants have the same basic qualifications, University seniority will be used as a tiebreaker.

DISPUTE RESOLUTION

In the event an applicant is denied the opportunity to participate in the Program, the staff ombudsman will be added to the committee for the dispute resolution process. The following dispute resolution process will be followed:

1. The applicant will file a formal complaint with the Committee within three (3) working days of notification of denial.
2. The Committee will have five (5) working days to respond.

CAREER ADVANCEMENT AND CAREER LADDER PROGRAMS

In addition to the development and implementation of a comprehensive trades training and job enrichment programs, the University plans to develop and implement career advancement opportunities for bargaining unit members. The objective of this program will be to afford employees opportunities to move to a different position through limited competition. Career advancement opportunities may be used when the university determines that available University employees have the requisite skills, knowledge and abilities to fill a vacancy. Providing that an employee meets University position requirements, an employee may apply for a higher level position or make a lateral move. If an employee is interested in changing careers, providing that the employee meets University position requirements, an employee may apply for a position at higher or lower grade or in a different field of interest.

Through the career advancement program, employees will be afforded opportunities to obtain a promotion, change career paths or create a bridge to a new career path. This program will be voluntary and a self-initiated process, employees may participate whenever they want.

The University's plan also includes the development and implementation of a career ladder program. Providing that employees meet University position requirements, this program will give employees opportunities to progress to a new job and provides yet another way for employees to advance their careers. The University will establish advancement opportunities within classifications and pay grades in order to give employees opportunities to advance to higher-level positions. Career ladder opportunities will be created when the University determines that there is a need to fill a higher-level position. In order to be considered for a higher-level position, the employee must meet all University position requirements and meet

University established standards for career ladder advancement.

TRADES TRAINING AND JOB ENRICHMENT PROGRAMS

Trades Training Programs	Training Years	
HVAC	1	2
Carpenter	1	2
Plumber	1	2
Electrician	1	2
Steamfitter	1	2
Painter	1	2
Maintenance Repair Worker	1	2
Other classifications (as needed)	1	2

Job Enrichment Programs

Food Service Worker	1
Custodian	1
Groundskeeper	1
Cook	1
Other Classifications (as needed)	1

* See Appendix B for Pay Schedule for Apprenticeship and Job Enrichment Programs

ARTICLE 55 PERSONNEL RECORDS

- A. An employee shall have the right to inspect his/her personnel record by making an appointment with the Human Resources Department. A Human Resources representative or other University management employee must be present during the review. The employee may compile, date and insert in said record, a list of the documents found therein.
- B. Upon request, an employee will receive copies of materials placed in his/her personnel record file, upon payment of a reasonable copy fee in accordance with University policy. Any material in the employee's personnel record which has not been seen or signed by the employee, or a copy sent to him/her, will not be used against him for purposes of disciplinary action. The signing of any materials to be placed into an employees personnel record will not indicate agreement by the employee as to the contents of the materials, but does acknowledge that the employee has seen the document. Employees shall not refuse to sign an acknowledgement that he/she has received or seen a document.
- C. A Union representative shall have the right to inspect an employee's personnel record, subject to the provisions of Paragraph A, above, and subject to exclusions provided by the Public Records Law, such as medical, psychological, and investigate criminal records.

ARTICLE 56
TUITION WAIVER

An eligible employee and eligible family members will receive a tuition waiver in accordance with the applicable University policy that applies to most University employees and their respective family member

APPENDIX A

Pay Grade	Entry Rate		Six-Month Rate		Positions
	10/17	10/18	10/17	10/18	
1	\$12.18	\$12.37	\$12.68	\$12.88	Food Service Worker I
2	\$12.68	\$12.88	\$13.24	\$13.44	Food Service Worker II, Custodial Worker, Laborer, Sales Clerk
3	\$13.30	\$13.50	\$13.84	\$14.05	Stores Clerk
4	\$13.85	\$14.06	\$14.47	\$14.69	Recreation Facility Worker, Delivery Worker, Venue Catering Worker, Parking Facility Attendant, Groundskeeper, Routemarker, Baker, Mechanical Stores Clerk, Copy Center Operator, Sign Worker, Power Plant Helper, Custodial Crew Leader, Maintenance Facilities Worker, Stores Clerk II
5	\$14.91	\$15.14	\$15.59	\$15.83	Cook I, Storekeeper I, Equipment Operator I, Routemarker Crew Leader, Groundskeeper II
6	\$15.85	\$16.09	\$16.54	\$16.79	Maintenance Repair Worker, Cook II, Power Plant Repair Worker, Plasterer, Water Treatment Plant Worker, Pool Technician
7	\$17.02	\$17.28	\$17.77	\$18.04	Steam Fitter, Painter, Plumber, Locksmith, Mason, Carpenter I, Welder, Equipment Mechanic, Power Plant Mechanic, Bowling Lane Technician, Sign Painter, Storekeeper II, Machinist, ACPM Specialist, Automotive Mechanic, Bus Mechanic, Equipment Operator II, HVAC Technician I
8	\$18.30	\$18.58	\$19.11	\$19.40	Automotive Maintenance Crew Leader, Paint Shop Crew Leader, Maintenance Repair Worker Crew Leader, Glass Technician, Groundskeeper Crew Leader
9	\$20.45	\$20.76	\$21.36	\$21.69	Energy Management Technician, Stationary Engineer, Electrician I, Carpenter II
10	\$22.03	\$22.37	\$23.00	\$23.35	Power Plant Maintenance Crew Leader, Steam Fitter Crew Leader, HVAC Technician II,
11	\$23.78	\$24.14	\$24.82	\$25.20	Electrician II, HVAC Crew Leader

APPENDIX B

Pay Schedule for Apprenticeship and Job Enrichment Programs

Apprenticeship Program

Classification	Hourly pay increment per completed First year of training	Second year of training
2-Year Program		
HVAC Technician	0.35	0.45
Carpenter	0.35	0.45
Plumber	0.35	0.45
Electrician	0.35	0.45
Steamfitter	0.35	0.45
Painter	0.35	0.45
Maintenance Repair Worker	0.35	0.45
Other Classifications (as needed)	0.35	0.45

Job Enrichment Program (1 Year)

Classification	Hourly pay increment
Food Service Worker	0.35
Custodian	0.35
Groundskeeper	0.35
Cook	0.35
Other Classifications	0.35

ATTACHMENT A
KENT STATE UNIVERSITY
Illustrative Contribution Tables
for Medical/Vision and
Prescription Drug Plans for 2018

2018 employee contributions

12 - Month (24 Pays)	MEDICAL MUTUAL		MMO/ANTHEM		ANTHEM		MEDICAL		ANTHEM	
	85/60		QHDHP		85/60 PPO		90/70 PPO		90/70 PPO	
Salary	Single	Family	Single	Family	Single	Family	Single	Family	Single	Family
0.00 -	\$	\$	\$ 8.27	\$ 21.82	\$ 27.64	\$ 72.50	\$35.76	\$94.77	\$33.29	\$87.31
24,000.01 -	\$	\$	\$ 13.85	\$ 36.54	\$ 34.18	\$ 89.65	\$42.95	\$113.81	\$39.98	\$104.86
28,500.01 -	\$	\$	\$ 19.43	\$ 51.25	\$ 40.73	\$ 106.81	\$50.13	\$132.86	\$46.67	\$122.40
33,000.01 -	\$	\$	\$ 25.01	\$ 65.97	\$ 47.27	\$ 123.97	\$57.32	\$151.90	\$53.36	\$139.94
39,000.01 -	\$	\$	\$ 30.58	\$ 80.69	\$ 53.81	\$ 141.13	\$64.50	\$170.94	\$60.05	\$157.48
46,000.01 -	\$	\$	\$ 36.16	\$ 95.41	\$ 60.35	\$ 158.28	\$71.69	\$189.98	\$66.74	\$175.03
54,000.01 -	\$	\$	\$ 40.33	\$	\$ 65.25	\$ 171.12	\$77.07	\$204.23	\$71.74	\$188.15
65,500.01 -	\$	\$	\$ 44.51	\$	\$ 70.14	\$ 183.95	\$82.44	\$218.48	\$76.75	\$201.28
80,500.01 -	\$	\$	\$ 48.68	\$	\$ 75.03	\$ 196.78	\$87.82	\$232.73	\$81.75	\$214.41
100,000.01 -	\$	\$	\$ 52.85	\$	\$ 79.93	\$ 209.62	\$93.20	\$246.97	\$86.76	\$227.54
150,000.01 -	\$	\$	\$ 57.02	\$	\$ 84.82	\$ 222.45	\$98.57	\$261.22	\$91.76	\$240.66
200,000.01 +	\$	\$	\$ 61.20	\$	\$ 89.71	\$ 235.29	\$103.95	\$275.47	\$96.77	\$253.79

2018 employee contributions

10 - Month	MEDICAL MUTUAL		MMO/ANTHEM		ANTHEM		MEDICAL		ANTHEM	
	85/60		QHDHP		85/60 PPO		90/70 PPO		90/70 PPO	
Salary	Single	Family	Single	Family	Single	Family	Single	Family	Single	Family
0.00 -	\$	\$	\$ 9.92	\$ 26.18	\$ 33.17	\$ 86.99	\$	\$	\$	\$
24,000.01 -	\$	\$	\$ 16.62	\$ 43.84	\$ 41.02	\$ 107.58	\$	\$	\$	\$
28,500.01 -	\$	\$	\$ 23.31	\$ 61.51	\$ 48.87	\$ 128.17	\$	\$	\$	\$
33,000.01 -	\$	\$	\$ 30.01	\$ 79.17	\$ 56.72	\$ 148.76	\$	\$	\$	\$
39,000.01 -	\$	\$	\$ 36.70	\$ 96.83	\$ 64.57	\$ 169.35	\$	\$	\$	\$
46,000.01 -	\$	\$	\$ 43.39	\$ 114.49	\$ 72.42	\$ 189.94	\$	\$	\$	\$
54,000.01 -	\$	\$	\$ 48.40	\$ 127.70	\$ 78.29	\$ 205.34	\$	\$	\$	\$
65,500.01 -	\$	\$	\$ 53.41	\$ 140.91	\$ 84.17	\$ 220.74	\$	\$	\$	\$
80,500.01 -	\$	\$	\$ 58.41	\$ 154.12	\$ 90.04	\$ 236.14	\$	\$	\$	\$
100,000.01 -	\$	\$	\$ 63.42	\$ 167.33	\$ 95.91	\$ 251.54	\$	\$	\$	\$
150,000.01 -	\$	\$	\$ 68.43	\$ 180.54	\$ 101.78	\$ 266.94	\$	\$	\$	\$
200,000.01 +	\$	\$	\$ 73.44	\$ 193.75	\$ 107.65	\$ 282.34	\$	\$	\$	\$


2018 employee contributions

9 - Month (18 Pays)	MEDICAL MUTUAL		MMO/ANTHEM		ANTHEM		MEDICAL		ANTHEM	
	85/60		QHDHP		85/60 PPO		90/70 PPO		90/70 PPO	
Salary	Single	Family	Single	Family	Single	Family	Single	Family	Single	Family
0.00 -	\$	\$	\$ 11.03	\$ 29.09	\$ 36.86	\$ 96.66	\$	\$	\$	\$
24,000.01 -	\$	\$	\$ 18.46	\$ 48.72	\$ 45.58	\$ 119.54	\$	\$	\$	\$
28,500.01 -	\$	\$	\$ 25.90	\$ 68.34	\$ 54.30	\$ 142.41	\$	\$	\$	\$
33,000.01 -	\$	\$	\$ 33.34	\$ 87.96	\$ 63.02	\$ 165.29	\$	\$	\$	\$
39,000.01 -	\$	\$	\$ 40.78	\$	\$ 71.75	\$ 188.17	\$	\$	\$	\$
46,000.01 -	\$	\$	\$ 48.22	\$	\$ 80.47	\$ 211.04	\$	\$	\$	\$
54,000.01 -	\$	\$	\$ 53.78	\$	\$ 86.99	\$ 228.16	\$	\$	\$	\$
65,500.01 -	\$	\$	\$ 59.34	\$	\$ 93.52	\$ 245.27	\$	\$	\$	\$
80,500.01 -	\$	\$	\$ 64.91	\$	\$ 100.04	\$ 262.38	\$	\$	\$	\$
100,000.01 -	\$	\$	\$ 70.47	\$	\$ 106.57	\$ 279.49	\$	\$	\$	\$
150,000.01 -	\$	\$	\$ 76.03	\$	\$ 113.09	\$ 296.60	\$	\$	\$	\$
200,000.01 +	\$	\$	\$ 81.60	\$	\$ 119.62	\$ 313.71	\$	\$	\$	\$

Schedule A - AFSCME Bargaining Unit – Medical Plans Comparison

PLAN	PPO OPTION 90/70 (Anthem & Med Mutual)		PPO OPTION 85/60 ⁵ (Anthem & Med Mutual)		Qualified High Deductible Health Plan/ Health Savings Account- ³ (Anthem & Med Mutual)	
BENEFIT PERIOD	Calendar Year (January 1 to December 31)		Calendar Year (January 1 to December 31)		Calendar Year (January 1 to December 31)	
Primary Care Physician (PCP) Required	No		No		No	
Dependent age limit	Age 26, (Adult Dependent 26-28) ⁵		Age 26,(Adult Dependent 26-28) ⁵		Age 26 (Adult Dependent 26-28) ⁵	
	BENEFIT		BENEFIT		BENEFIT	
	Network	Non-Network	Network	Non-Network	Network	Non-Network
Annual Deductible	\$250 / \$500		\$300/\$600		\$2,700 / \$5,400	
Annual out-of-pocket max (exclude deductible)	\$750 / \$1,500	\$1,500 / \$3,000	\$1,500 / \$3,000	\$3,000 / \$6,000	\$2,700 / \$5,400	\$4,500 / \$ 9,000
Combined Medical/ Rx Maximum Out of Pocket Single/Family²			\$7,350 / \$14,700		\$6,650 / \$13,300	\$7,600 / \$15,200
Coinsurance (employee pays)	10%	30%	15%	40%	\$0	4,500 / \$9,000
IN-PATIENT CARE					IN-PATIENT CARE	
Semi-private room and board	90%	\$100 copay, then 70%	85%	\$100 copay, then 60%	100% after deductible	60% after deductible
Surgery	90%	70%	85%	60%	100% after deductible	60% after deductible
Anesthesia	90%	70%	85%	60%	100% after deductible	60% after deductible
Consultations	90%	70%	85%	60%	100% after deductible	60% after deductible
Maternity care	90%	\$100 copay, then 70%	85%	60%	100% after deductible	60% after deductible
Lab and X-ray services	90%	70%	85%	60%	100% after deductible	60% after deductible
Therapy services	90%	70%	85%	60%	100% after deductible	60% after deductible
Drugs and Medications	90%	70%	85%	60%	100% after deductible	60% after deductible
OUT-PATIENT CARE					OUT-PATIENT CARE	
Outpatient surgery	90%	70%	85%	60%	100% after deductible	60% after deductible
Diagnostic Services, lab and x-ray	90%	70%	85%	60%	100% after deductible	60% after deductible
MRI (require prior authorization)	90%	70%	85%	60%	100% after deductible	60% after deductible
Cardiac Rehabilitation	90%	70%	85%	60%	100% after deductible	60% after deductible
Physical, occupational and speech therapy	90%	70%	85%	60%	100% after deductible	60% after deductible
Office visits – PCP ⁴	\$15 copay then 100%	70%	\$15 copay then 100%	60%	100% after deductible	60% after deductible
Office Visits - Specialist ⁴	\$30 copay then 100%	70%	\$30 copay then 100%	60%	100% after deductible	60% after deductible
Urgent Care ⁴	\$15 copay then 100%	70%	\$15 copay then 100%	60%	100% after deductible	60% after deductible
Routine Physical exam ⁴	\$15 copay then 100%	not covered	100%	not covered	100%	60% after deductible
Routine Testing (5 standard) ¹	100%	not covered	100%	not covered	100%	60% after deductible
Well child care Services (birth age 18) ⁴	\$15 copay then 100%	70%	100%	60%	100% (birth up to age 21)	60% after deductible
Immunizations	100%	70%	100%	60%	100%	60% after deductible
Routine Mammogram ²	100%	70% no deductible	100%	60% no deductible	100%	60% after deductible
Routine Pap test ²	\$15 copay then 100%	70% no deductible	100%	60% no deductible	100%	60% after deductible
Routine PSA ²	100%	70% no deductible	100%	60% no deductible	100%	60% after deductible

Continued on Next Page

PLAN	PPO OPTION 90/70 (Anthem & Med Mutual)		PPO OPTION 85/60 (Anthem & Med Mutual)		Qualified High Deductible Health Plan/ Health Savings Account- ³ Replaces 70/50 Plan ¹ Effective 1/1/2017 (Anthem & Med Mutual)	
Routine Hearing Exam	\$15 copay then 100%	70% no deductible	\$15 copay then 100%	60% no deductible	100%	60% after deductible
Prenatal and postnatal maternity care	90%	70%	85%	60%	100% after deductible	60% after deductible
Sterilization	90%	70%	85%	60%	100% after deductible	60% after deductible
Allergy test and treatment	90%	70%	85%	60%	100% after deductible	60% after deductible
Durable medical equipment	90%		85%		100% after deductible	60% after deductible
Emergency room services (emergency)	90%		85%		Emergency room services (emergency)	
-non-emergency use of emergency room ³	\$50 copay then 90%	\$50 copay then 70%	\$50 copay then 85%	\$50 copay then 60%	100% after deductible	60% after deductible
Ambulance	90%		85%		100% after deductible	60% after deductible
Mental Health/ Substance Abuse Service	\$15 copay then 100%		\$15 copay then 100%		100% after deductible	60% after deductible
Substance/Chemical Abuse	90%	70%	85%	60%	100% after deductible	60% after deductible
Inpatient	90%	70%	85%	60%	100% after deductible	60% after deductible
Outpatient benefit	90%	70%	85%	60%	100% after deductible	60% after deductible
Skilled nursing facilities	90%, 120 days per calendar		85%, 120 days per calendar		100% after deductible ⁴	60% after deductible ⁴
Home healthcare	90%, 120 days per calendar		85%, 120 days per calendar		100% after deductible ⁴	60% after deductible ⁴
Private Duty Nursing	90%		85%		100% after deductible	60% after deductible
Hospice	90%		85%		100% after deductible	60% after deductible
Organ transplants	90%	70%	85%	60%	100% after deductible	60% after deductible
PRESCRIPTION DRUGS					**HDHP PRESCRIPTION DRUGS**	
Prescription Drug (CVS Caremark)	<ul style="list-style-type: none">• 10% coinsurance generic,• 20% coinsurance brand,• 40% coinsurance for brand if generic is available,• \$60 max per prescription Retail or Mail Service. If a brand name drug is prescribed and a generic is available, the maximum coinsurance is \$100 unless the physician has indicated "dispense as written". Mail Service required after 90 days for maintenance medications.		<ul style="list-style-type: none">• 10% coinsurance generic,• 20% coinsurance brand,• 40% coinsurance for brand if generic is available,• \$80 max per prescription Retail or Mail Service. If a brand name drug is prescribed and a generic is available, the maximum coinsurance is \$100 unless the physician has indicated "dispense as written". Mail Service required after 90 days for maintenance medications.		After you have met your combined Medical/Rx deductible, you will then pay your coinsurance for Rx as follows until you reach your Combined out-of-pocket maximum: 10% coinsurance generic, 20% coinsurance brand, 40% coinsurance for brand if generic is available; \$60 max per prescription Retail or Mail Service. If a brand name drug is prescribed and a generic is available, the maximum coinsurance is \$100 unless the physician has indicated "dispense as written". Mail Service required after 90 days for maintenance medications.	
<div>1. EKG, chest x-ray, complete blood count, SMA 12, urinalysis.</div> <div>2. Once per calendar year for covered persons within eligible groups</div> <div>3. No coverage for facility charges during non-emergency use of emergency room; benefits cover professional component only.</div> <div>4. Office visit co-pays apply to cost of the office visit only.</div> <div>5. Plans are grandfathered with the exception of HDHP Plan.</div>			<div></div>		<div>1. Health Savings Account to be annually funded at \$1,000 Single/\$2,000 family.</div> <div>2. This is a high-level comparison only. For additional plan provisions and details refer to benefit plan documents.</div> <div>3. Combined medical and prescription out-of-pocket maximums are based on 2017 limits and are subject to change annually.</div> <div>4. Skilled nursing facilities and home healthcare maximum 120 days per calendar year.</div> <div>5. Adult dependents (26-28) available for AAUP and AFSCME bargaining units only.</div>	

ADDENDUM A
Dental Benefits

DENTAL PLAN OPTION	12-Month & Bi-weekly			10-Month			9-Month		
	Single	EE +1	Family	Single	EE +1	Family	Single	EE +1	Family
Delta Dental PPO High Option	\$4.04	\$7.93	\$13.78	\$4.85	\$9.52	\$16.54	\$5.39	\$10.58	\$18.38
Delta Dental PPO Basic Option	\$2.98	\$5.89	\$10.72	\$3.58	\$7.06	\$12.87	\$3.97	\$7.85	\$14.30
Delta Dental PPO Low Option	\$2.33	\$4.55	\$8.16	\$2.79	\$5.46	\$9.80	\$3.11	\$6.07	\$10.88

Data illustrates an example based upon projections of monthly rates for 2019.
Actual rates and contributions will be determined.

White copy	-	Employer
Yellow copy	-	Ohio AFSCME United
Pink copy	-	International Union

MEMORANDUM OF UNDERSTANDING

February 4, 1990

It is not the University's intent to have custodial personnel from the bargaining unit routinely perform housekeeping in rooms and apartments occupied by residence hall staff members and their families.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between KENT STATE UNIVERSITY (hereinafter the "University") and Ohio Council 8 and the Kent State University Employees Local 153, both of the American Federation of State, County and Municipal Employees (hereinafter collectively referred to as the "Union").

1. The University and the Union are parties to a Collective Bargaining Agreement, effective October 1, 2011 through September 30, 2014 (the "CBA") and they are currently negotiating a successor agreement. Article 45, Section J of the CBA currently provides certain Domestic Partner Benefits to the same-sex and opposite sex partners of University employees.
2. By mutual agreement of the parties, effective January 1, 2015 or as soon thereafter as practicable, the Domestic Partner Benefit as set forth in Article 45, Section J shall be revised to include coverage for qualified children (dependents) of an employee's registered domestic partner.
3. For purposes of the foregoing, qualified children shall be defined to include:
 - a. A biological child, stepchild, or adopted child of an employee's registered domestic partner who is under the age of 26; or
 - b. A dependent child for whom the employee's registered domestic partner has legal guardianship or legal custody.
4. Based on the foregoing, the following benefits will be extended to eligible University employee's domestic partners' dependents:
 - a. Medical, prescription, vision, and dental benefits, subject to employee contributions for elected plan(s);
 - b. Dependent life insurance, subject to applicable premium; and
 - c. Tuition fee waiver benefit.
5. Coverage for qualified children of registered domestic partners shall be subject to satisfying the enrollment process established by the Human Resources Benefits office.
6. The revised Domestic Partner Benefit as set forth herein will continue in effect unless and until modified by mutual agreement of the parties as part of negotiations for a successor agreement.
7. Nothing in this Memorandum of Understanding is intended to nor should it be construed as altering the rights and obligations of the parties under the CBA except as expressly stated herein.

Executed by the parties this 10th day of April, 2015.

Kent State University

Ohio Council 8 and Kent State University
Employees Local 153, both of AFSCME, AFL-
CIO

By _____

By _____

MEMORANDUM OF UNDERSTANDING

Now comes Kent State University (hereinafter referred to as the “Employer”) and AFSCME Ohio Council 8, and AFSCME Local 153 (hereinafter referred to collectively as the “Union”) and the parties hereby enter into the following agreement.

1. The parties agree that should any employee that is disciplined in accordance with the collective bargaining agreement (CBA) be placed on a last chance agreement (LCA), the duration of said agreement shall not exceed three (3) years from the date of execution of the LCA by the parties.
2. The parties agree that effective October 1, 2017, the Employer will begin to review all current LCA to determine if any employee has been on a LCA exceeding three (3) years.
3. The parties agree that any employee that has already served three (3) years of a LCA shall no longer be subject to the terms of the LCA.
4. The parties agree that an employee may make a request to the Labor Relations Director, after two (2) years, requesting a review of their case and for early release from the terms and conditions of the LCA.
 - a. Said review will be completed within thirty (30) days of the request.
 - b. The Labor Relations Director will provide a written response to the employee.

Executed by the parties at ratification on July 27, 2018.

For AFSCME, Ohio Council 8 and Local 153:

By Stevan Pickard, Regional Director, AFSCME,
Ohio Council 8

By David Schuckert, President Local 153

By Todd Michl, Chief Steward Local 153

By Leslie Dickard, Local 153 Bargaining Committee

By Jeffery Hug, Local 153 Bargaining Committee

By Thomas Kemp, Local 153 Bargaining
Committee

By Margaret Koroghlian, Local 153 Bargaining
Committee

By Jeremy Luli, Local 153 Bargaining
Committee

Approved by resolution of the Board of Trustees
July 27, 2018

For KENT STATE UNIVERSITY:

By F. Jack Witt III, Vice President for
Human Resources

By Karen Watson, Employee and Labor
Relations Director

By Nicole Corll, Associate Director, University
Facilities Management

By David Cummings, Strategic Partner Director,
Student Affairs, University Dining Services

By Jill Jenkins, Executive Director, Residence
Services

EXHIBIT B



PUBLIC SECTOR AUTHORIZATION
MEMBERSHIP AND CHECKOFF CARD



AUTHORIZATION/MEMBERSHIP
LOCAL 153, AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO

I request and hereby accept, upon execution of this authorization card, membership in the American Federation of State, County and Municipal Employees, AFL-CIO (herein called AFSCME) and the appropriate subordinate body(s) (the Union), and authorize the subordinate body(s) to represent me and in my behalf to negotiate and conclude all agreements as to rates of pay, wages, hours and all other terms and conditions of employment. It is agreed that such membership shall be in accordance with the provisions of the Constitution of AFSCME and its subordinate bodies. It is further agreed that my membership may only be revoked by me during the thirty (30) to forty-five (45) day period prior to the expiration of any labor agreement with my employer, by giving written notice to a subordinate body with proof of service. My membership shall not terminate until thirty (30) days after receipt of said notice by the Union. I understand that this membership agreement is separate from my checkoff agreement.



CHECKOFF AGREEMENT



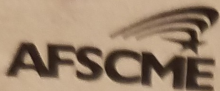
You are hereby authorized and directed to deduct from my wages, my membership fee, initiation fee if any, assessment or an equivalent amount or fee, which shall be remitted by you to a subordinate body of AFSCME, in accordance with the applicable collective bargaining agreement. This checkoff Authorization and Assignment may only be revoked by me by my giving, and the appropriate subordinate body and my employer receiving written notice of revocation during the thirty (30) to forty-five (45) day period prior to the expiration date of any collective bargaining agreement covering my employment. This Authorization and Assignment will continue after revocation and shall not terminate until thirty (30) days after receipt of said timely written notice by the employer and Union or termination of any current labor agreement, whichever is later. I understand that this checkoff commitment is separate from my membership agreement. This checkoff Authorization and Assignment supersedes all previous authorizations and assignments.

Dues, contributions or gifts to AFSCME are not deductible for federal income tax purposes. Dues paid to AFSCME, however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

I understand that at times the labor agreement with my employer may vary the above agreed to terms of membership and/or checkoff or be silent. I agree that the above membership and checkoff authorization shall control in any and all circumstances absent a specific contrary checkoff or membership provision in the labor agreement covering my employment.

Print Name Annamarie Hanna Social Security No. -4117
Address 1512 Timbertop Dr. City Fallmadge
State OH Zip Code 44278 Tel. No. 330-524-5535
Email Male216@att.net
Employer Kent State Classification _____
Date 9-7-17 Signature Annamarie Hanna
(Revised 5/93) (Council)

EXHIBIT C



PUBLIC SECTOR AUTHORIZATION
MEMBERSHIP AND CHECKOFF CARD
AUTHORIZATION/MEMBERSHIP
LOCAL 153, AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO

I request and hereby accept, upon execution of this authorization card, membership in the American Federation of State, County and Municipal Employees, AFL-CIO (herein called AFSCME) and the appropriate subordinate body(s) (the Union) and authorize the subordinate body(s) to represent me and in my behalf to negotiate and conclude all agreements as to rates of pay, wages, hours and all other terms and conditions of employment. It is agreed that such membership shall be in accordance with the provisions of the Constitution of AFSCME and its subordinate bodies. It is further agreed that membership may only be revoked by me during the thirty (30) to forty-five (45) day period prior to the expiration of any labor agreement with my employer, by giving written notice to a subordinate body with proof of service. My membership shall terminate until thirty (30) days after receipt of said notice by the Union. I understand that this membership agreement is separate from my checkoff agreement.



CHECKOFF AGREEMENT

You are hereby authorized and directed to deduct from my wages, my membership fee, initiation fee if any, as or an equivalent amount or fee, which shall be remitted by you to a subordinate body of AFSCME, in accordance with applicable collective bargaining agreement. This checkoff Authorization and Assignment may only be revoked by me giving, and the appropriate subordinate body and my employer receiving written notice of revocation during the thirty to forty-five (45) day period prior to the expiration date of any collective bargaining agreement covering my employment. This Authorization and Assignment will continue after revocation and shall not terminate until thirty (30) days after receipt of said timely written notice by the employer and Union or termination of any current labor agreement, whichever is later. I understand that this checkoff commitment is separate from my membership agreement. This checkoff Authorization and Assignment supersedes all previous authorizations and assignments.

Dues, contributions or gifts to AFSCME are not deductible for federal income tax purposes. Dues paid to AFSCME, however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

I understand that at times the labor agreement with my employer may vary the above agreed to terms of membership and/or checkoff or be silent. I agree that the above membership and checkoff authorization shall control in any and all circumstances absent a specific contrary checkoff or membership provision in the labor agreement covering my employment.

Print Name Adda Grape Social Security No. [redacted]
Address 8690 Tallmadge Rd City Cleveland
State OH Zip Code 44412 Tel. No. 330 319 1841
Email Adda.Grape@wnt
Employer [redacted] Classification [redacted]
Date March 29 2012 Signature Adda J. Grape
(Revised 5/99) (Council)

EXHIBIT D

----- Forwarded message -----

From: **Adda Gape** <AGAPE@kent.edu>

Date: Tue, Aug 14, 2018, 9:12 AM

Subject: Union withdrawal

To: <swagoner@afscme8.org>, <president@kent.edu>

Cc: Adda Gape <agape@kent.edu>

August 14, 2018

To Whom It May Concern:

I am an employee at Kent State University and am in the AFSCME 8/153.

With this letter, I am notifying you that I am immediately withdrawing my union membership as is my right under the First Amendment as expressed by the Supreme Court ruling in *Janus v. AFSCME*.

If, at a future date, I determine that being a member of AFSCME 8/153 is in my interest, I may rejoin.

I ask that you notify me immediately in writing if you are not willing to honor my rights, provide me with the legal reasons for your refusal, and outline the process I need to undertake to withdraw my membership.

Sincerely,

Adda Gape
agape@kent.edu

From: Roger & Annamarie Hannay malo216@att.net
Subject: Withdrawal Union Membership
Date: Aug 13, 2018 at 7:44:19 PM
To: swagoner@afscme8.org

August 13, 2018

To Whom It May Concern:

I am an employee at Kent State University and am in the AFSCME 8/153.

With this letter, I am notifying you that I am immediately withdrawing my union membership as is my right under the First Amendment as expressed by the Supreme Court ruling in *Janus v. AFSCME*.

If, at a future date, I determine that being a member of AFSCME 8/153 is in my interest, I may rejoin.

I ask that you notify me immediately in writing if you are not willing to honor my rights, provide me with the legal reasons for your refusal, and outline the process I need to undertake to withdraw my membership.

Sincerely,

Annamarie Hannay
Malo216@att.net

From: Roger & Annamarie Hannay malo216@att.net
Subject: Union Membership Withdrawal
Date: Aug 13, 2018 at 7:48:40 PM
To: Beverly Warren president@kent.edu

August 13, 2018

To Whom It May Concern:

I am an employee at Kent State University and am in the AFSCME 8/153.

With this letter, I am notifying you that I am immediately withdrawing my union membership as is my right under the First Amendment as expressed by the Supreme Court ruling in *Janus v. AFSCME*.

If, at a future date, I determine that being a member of AFSCME 8/153 is in my interest, I may rejoin.

I ask that you notify me immediately in writing if you are not willing to honor my rights, provide me with the legal reasons for your refusal, and outline the process I need to undertake to withdraw my membership.

Sincerely,

Annamarie Hannay
Malo216@att.net

EXHIBIT E



October 18, 2018

Via email and regular mail

Jack Witt
Vice President for Human Resources
Kent State University
PO Box 5190
Kent, OH 44242-0001
fjwitt@kent.edu

Dear Mr. Witt:

The Liberty Justice Center has been retained by Annamarie Hannay, John Kohl, and Adda Gape, who are employed by Kent State University.

Our clients seek to resign from the union, AFSCME Local 153, but have been told that they may not do so until the expiration of the contract in October 2019. Our clients have also requested that the University stop withholding union dues from their paycheck, but have been told that the University will not do so unless instructed to do so by the union.

However, the University's position and its actions to continue to withhold union dues from our clients' paychecks is inconsistent with the U.S. Supreme Court's decision in *Janus v. AFSCME*, 138 S. Ct. 2448 (2018). In that case, the Court determined that a government employee cannot be required to pay any dues or fees to a union to maintain his/her job. The Court made it clear that workers must opt into union membership.

Any previous authorizations of membership and/or the deduction of dues or fees signed by an employee, like our clients, are invalid because they were based on an unconstitutional choice: pay dues to a union and become a member, or pay fees to a union as a nonmember. I have enclosed with this letter a legal analysis explaining why government employees in agency fee jurisdictions who signed union dues membership and/or dues deductions authorizations before the Court's decision in *Janus v. AFSCME* on June 27, 2018 cannot be held to the provisions of those authorizations that prevent those employees from immediately resigning from the union and/or require such employees to continue to pay any dues or fees to the union.

Therefore, you are no longer authorized to enforce any authorization our clients may have apparently given pursuant to a signed authorization form, or any authorization that the

University has inferred on our clients' behalf, allowing it to make an automatic payroll deduction for union dues or fees.

Because such authorizations are invalid, the University may not defer to the union to determine whether it may stop withholding union dues or fees, and may not require the union to consent before stopping to withhold union dues or fees from an employee. In addition, because the right not to join or pay a union as a condition of one's employment with a governmental entity is based on the First Amendment to the United States Constitution, any union contract or agreement that requires the University to defer to, or obtain consent from, the union before stopping the withholding of fees from an employer is unconstitutional, and therefore invalid.

Further, as explained in the enclosed legal analysis, any restriction on the timing of revoking a dues/fees deduction is invalid because any previous authorization was signed under a framework *Janus* declared unconstitutional.

Thus, any further collection of dues or fees will constitute a violation of our clients' rights under the U.S. Constitution.

I request that you immediately stop withholding union dues or fees from our clients' paychecks, return any dues withheld from their paychecks after June 27, 2018, and provide confirmation that you have done so.

If you fail to stop withholding union dues or fees from our clients' paychecks, we will consider that a rejection of this request. If you reject our request, they have authorized us to take legal action against you. If we take legal action against you for violating our clients' constitutional rights, we will seek an injunction preventing you from withholding dues from their paychecks, damages for the amount of dues you withheld, and reimbursement of our attorneys' fees from you.

We hope that this matter can be resolved without litigation. If you have any questions, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to be 'JS' or 'Jeffrey Schwab', written in a cursive style.

Jeffrey Schwab
Senior Attorney

cc: Karen Watson (kswatson@kent.edu, email only)



Are union membership and/or dues or fees deduction authorizations signed in agency fee jurisdictions before *Janus v. AFSCME* effective?

No. Any authorizations of membership and/or the deduction of dues or fees signed prior to *Janus* are invalid because they were based on an unconstitutional choice: pay dues to the union as a member, or pay fees to the union as a nonmember. Therefore, government employees in agency fee jurisdictions who signed union membership and/or dues/fees deduction authorizations before the Court's decision in *Janus v. AFSCME* on June 27, 2018 cannot be held to the provisions of those authorizations. This includes but is not limited to provisions preventing those employees from immediately resigning from the union and/or requiring such employees to continue to pay any dues or fees to the union, commonly referred to as opt-out windows.

In *Janus v. AFSCME, Council 31*, 138 S. Ct. 2448 (2018), the Supreme Court held that it was unconstitutional for government employers to compel employees to pay union agency fees as a condition of their employment. The Court held that government employees have a First Amendment right not be compelled by their government employer to join a union or pay any fees to that union.

The Court in *Janus* explained that payment to a union could be deducted from a nonmember's wages if that employee "affirmatively consents" to pay.

Neither an agency fee nor any other payment to the union may be deducted from a nonmember's wages, nor may any other attempt be made to collect such a payment, unless the employee affirmatively consents to pay. By agreeing to pay, nonmembers are waiving their First Amendment rights, and such a waiver cannot be presumed. Rather, to be effective, the waiver must be freely given and shown by "clear and compelling" evidence. Unless employees clearly and affirmatively consent before any money is taken from them, this standard cannot be met.

Janus, 138 S. Ct. at 2486 (citations omitted).

Supreme Court precedent provides that certain standards be met in order for a person to properly waive their constitutional rights. First, waiver of a constitutional right must be of a "known right or privilege." *Johnson v. Zerbst*, 304 U.S. 458, 464 (1938). Second, the waiver must be freely given; it must be voluntary, knowing, and intelligently made. *D. H. Overmyer Co. v. Frick Co.*, 405 U.S. 174, 185-86 (1972). Finally, the Court has long held that it will "not presume acquiescence in the loss of fundamental rights." *Ohio Bell Tel. Co. v. Public Utilities Comm'n*, 301 U.S. 292, 307 (1937).

Deductions authorized by government employees in agency fee jurisdictions prior to the Court's decision in *Janus* do not meet the Court's standard for waiving constitutional rights and therefore are invalid.

Known Right or Privilege

The Supreme Court has held that waiver of a constitutional right must be of a "known right or privilege," *Curtis Publishing Co. v. Butts*, 388 U.S. 130, 143 (1967) (plurality opinion). Prior to the Court's decision in *Janus*, public employees could not have known that they were waiving a constitutional right because the Court did not officially recognize the right to not pay any dues or fees to a government union until it announced its decision.

Nor can public employees have been presumed to have waived their constitutional right to not be forced to pay a union. Any argument that they should have seen "the handwriting on the wall," *Curtis Publishing*, 388 U.S. at 143, in the Court's other decisions expressing "misgivings about *Abood*," *Janus*, 138 S. Ct. 2484, is inapposite. The Court rejected a similar assertion in *Curtis Publishing*, in which the plaintiff argued a defendant waived his constitutional right by not asserting it prior to a subsequent Supreme Court decision recognizing that right. Even where there were "intimations in a prior opinion" indicating that the Court might recognize such a right, there was also "strong precedent" finding no such rights in the situation before the Court. Therefore, the *Curtis Publishing* Court rejected the argument that the defendant waived his constitutional right because he should have known that he had such a constitutional right even before the Supreme Court issued an opinion recognizing the right.

Voluntary, knowing, and intelligently made.

The Court in *Janus* stated that the waiver of an employee's First Amendment right to not pay a union must be "freely given." This requires that such a waiver be voluntary, knowing, and intelligently made. *D. H. Overmyer Co. v. Frick Co.*, 405 U.S. 174, 185-86 (1972). An employee could not have voluntarily entered into a dues/fees deduction agreement before *Janus* in agency fee states because that employee did not have the option of not paying money to the union during that time. Such dues/fees deduction agreements were not freely made because the employees had no choice but to pay the union. And because the Court will not presume the acquiescence of the loss of constitutional rights, it cannot be presumed that these employees freely, knowingly, or intelligently entered into these union deduction authorizations, even if some of the employees might have been willing to agree to pay dues or fees absent the agency fee requirement.

Clear and compelling evidence

Because the Court will "not presume acquiescence in the loss of fundamental rights," *Ohio Bell Tel. Co. v. Public Utilities Comm'n*, 301 U.S. 292, 307 (1937), the waiver of constitutional rights requires "clear and compelling evidence" that the employees wish to waive their First Amendment right not to pay union dues or fees. *Janus*, 138 S. Ct. 2484. In addition, "[c]ourts indulge every reasonable presumption against waiver of fundamental constitutional rights."

College Savings Bank v. Fla. Prepaid Postsecondary Educ. Expense Bd., 527 U.S. 666 (1999) (citing *Aetna Ins. Co. v. Kennedy ex rel. Bogash*, 301 U.S. 389, 393 (1937)).

The First Amendment right of free speech, which the Court based its decision upon in *Janus*, is a fundamental right. *Schneider v. New Jersey*, 308 U.S. 147, 161 (1939).

The Court made clear in *Janus* that consent for the deduction of union dues or fees is not constitutional unless a waiver of First Amendment rights is “freely given” and “clear and compelling.” That waiver cannot be presumed.

As already explained, any previous dues/fees authorizations were based on an unconstitutional choice: pay dues to the union as a member, or pay fees to the union as a nonmember. As such, union dues/fees deduction authorizations executed prior to *Janus* were not freely given.

Furthermore, any union dues/fees deduction authorizations executed prior to *Janus* fail to provide a clear and compelling waiver of an employee’s First Amendment rights because they lack express language stating 1) the employee has a constitutional right not to pay a union and 2) the employee is waiving that constitutional right.

Without language explaining that an employee has a constitutional right not to pay a union and confirming that the signatory is waiving his or her constitutional rights, a union dues/fees deduction authorization signed by an employee cannot be a clear and compelling waiver of an employee’s rights under *Janus*.

Union dues deduction authorization forms signed by government employees before *Janus* cannot meet the standards set forth for waiving a constitutional right. Therefore, government employers in states that were considered agency fee jurisdictions prior to *Janus* may not continue to deduct any dues or fees from government employees based on dues deduction authorizations signed prior to *Janus*.

Sincerely,

A handwritten signature in black ink, appearing to read 'JSW', is positioned above the typed name.

Jeffrey Schwab
Senior Attorney

EXHIBIT F

AFSCME OHIO COUNCIL 8

6800 North High Street
Worthington, Ohio 43085
(614) 841-1918

January 25, 2019

Dear Member,

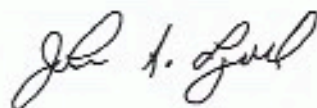
Please be advised that Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter AFSCME) has agreed to wave its contractual right to enforce its current dues checkoff revocation period, as set forth the collective bargaining agreement, the dues checkoff authorization card you signed or both, that allows dues revocation to be effective only if written notice of revocation is received from a bargaining unit employee during a 15-day window period tied to the expiration date of the collective bargaining agreement and has adopted instead the following dues revocation policy containing a annual revocation window period tied to the date the dues authorization card was signed:

Any voluntary dues authorization and assignment shall be irrevocable, regardless of whether an employee has revoked union membership, for a period of one year from the date of the execution of the dues checkoff authorization and for year to year thereafter, unless the employee gives the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty five (25) days before the end of any yearly period; provided however, if the applicable collective bargaining agreement specifies an annual revocation window period of longer than fifteen (15) days, then only that longer period shall apply.

To the extent the current collective bargaining agreement does not expressly limit the period for dues revocation to a particular window period or provides for revocation more frequently than the annual revocation period defined above, the collective bargaining agreement will control.

If you have any questions regarding the above, please feel free to contact your Ohio Council 8 staff representative or regional director.

John A. Lyall
President



cc: file
M. Knox
R. Moncrease



EXHIBIT G

March 8, 2019

Adda Gape
4189 Siefer Drive
Rootstown, Ohio 44272

Stevan Pickard
AFSCME Ohio Council 8
1145 Massillon Road
Akron, Ohio 44306

Dear Mr. Pickard,

I am hereby revoking my union membership in AFSCME Local 153. Please cease deducting all dues, fees, and political contributions from my wages. I am within my 10 to 25 day period tied to the date I signed my dues checkoff authorization as described to me in the January 25, 2019, letter from John Lyall, AFSCME Ohio Council 8.

Sincerely,

Adda Gape

cc: F. Jack Witt, Human Resources Department, Kent State University

March 8, 2019

Adda Gape
4189 Siefer Drive
Rootstown, Ohio 44272

Mr. F. Jack Witt
Human Resources Department
Kent State University
P.O. Box
Kent, OH 44242-0001

Dear Mr. Witt,

I am hereby revoking my union membership in AFSCME Local 153.
Please cease deducting all dues, fees, and political contributions from
my wages. I am within my 10 to 25 day period tied to the date I signed
my dues checkoff authorization as described to me in the January 25,
2019, letter from John Lyall, AFSCME Ohio Council 8.

Sincerely,

Adda Gape

cc: Stevan Pickard, AFSCME Ohio Council 8
