STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

May 20, 2005

In the Matter of the Fact-Finding Between

KENT STATE UNIVERSITY	)	
	)	
and	)	Case No.: 04-MED-10-1121
	)	
AMERICAN FEDERATION OF STATE,	)	
COUNTY AND MUNICIPAL EMPLOYEES	)	
OHIO COUNCIL 8, LOCAL 153	)	

APPEARANCES

For the Employer:

Alvin Evans	Associate Vice President
David Creamer	Vice President, Administration
Larry Salasek	Benefits Manager
Richard Gortz	Labor Relations Consultant
Jeremy Iosue	Labor Relations Consultant

For the Union:

Robert L. Thompson, Sr.	Regional Director, AFSCME, Ohio Council 8
Ray Davis	President, Local 153
Dave Schuckert	Vice-President, Local 153
Jennifer M'Ilvaine	Secretary, Local 153
Hattie Lemons	Union Steward, Local 153
Mike DiPaola	Union Steward, Local 153
Marcia Gaskins	Chief Steward, Local 153
David Brannon	Union Steward, Local 153
Charles Scott Virzi	Union Steward, Local 153

Fact-Finder:

Virginia Wallace-Curry

INTRODUCTION

This matter concerns the fact-finding proceeding between Kent State University (the "Employer" or "KSU") and the American Federation of State, County and Municipal Employee, Ohio Council 8, Local 153 (the "Union"). The bargaining unit consists of approximately 363 maintenance, custodial, clerks, parking and food service employees.

The current collective bargaining agreement between the parties expired on January 26, 2005. The parties held 28 negotiation meetings for a successor Agreement beginning in November 2004 and continuing through the middle of April 2005. As a result of the negotiations, the parties were able to reach tentative agreements on all outstanding matters, except for six (6) remaining issues: wages, health insurance; vacation; holidays; fair share fee; and a union office.

Virginia Wallace-Curry was appointed fact-finder in this matter by the State Employment Relations Board. The parties declined the fact-finder's offer to mediate the issues, and a hearing was held on May 9, 2005, at which time the parties were given full opportunity to present their respective positions on the issues. The fact-finding proceeding was conducted pursuant to Ohio Collective Bargaining Law and the rules and regulations of the State Employment Relations Board, as amended. In making the recommendations in this report, consideration was given to the following criteria listed in Rule 4117-9-05 (K) of the State Employment Relations Board:

(1) Past collectively bargaining agreements, if any, between the parties;

(2) Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;

(3) The interest and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;

(4) The lawful authority of the public employer;

(5) Any stipulations of the parties;

(6) Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

FINANCIAL BACKGROUND

Most of the issues that remain to be resolved in this matter have an economic component. Therefore, a brief examination of the general economic climate for higher education in Ohio, and specifically for Kent State University, is necessary. The State of Ohio has significantly cut its support to all Ohio public universities over the past five years. The State share of instruction (the primary State appropriations for operating support) for the Kent Campus was $90.7 million at the outset of FY 2001 and will be $83.2 in FY 2005. In a best case scenario, KSU estimates that State support for FY 2006 and FY 2007 will decline to $82.4 million.

Adjusted for inflation, State support per student has declined $1,600 per FTE since 2000, while in-state undergraduate tuition has increased only $1,300 per student. Student enrollment has increased by 17%, but KSU has the same budget as 1999. Tuition increases cannot replace the money lost by State support. 17.4% of each tuition dollar is required to support student activities and services. 15.3% goes to other costs, such as scholarships, employee fee waivers, graduate fee wavers, etc., that are associated with increased tuition costs. The State legislators are contemplating placing a cap on tuition hikes, which will restrict the money available for the operating budget. In addition, recent increases in tuition have resulted in a leveling off of the eight year growth in enrollment and retention of students.

KSU is projecting a $6.5 million shortfall for the Kent Campus for the next two years. Budget cuts will be necessary, including the elimination of 66 positions in both unclassified and classified staff. These cuts are in addition to the $96.5 million that KSU has made in cumulative cost savings over the past five years. Employees are being asked to do more with less.

UNRESOLVED ISSUES

1. ARTICLE 48 - WAGES

Union's Position

The Union proposes a $0.75 wage increase per year, for each year of the Agreement, retroactive to January 27, 2005. The Union proposes a cents/hour pay increase rather than an across the board percentage increase, because a cents/hour increase will have a greater impact on lower income workers. Under this proposal, employees would receive a range of increases from 5% to 8% per year, depending on their current wage rate. Such an equity increase is necessary because some employees in the lower pay grades earn so little money that they qualify for various assistance programs, such as Section 8 housing and subsidized school lunches, even though they work full-time.

The Portage County Occupational Wage Survey shows that KSU employees in all classifications are paid at or below the average wage rate for the geographic area. Because of this, recruiting employees in the skilled trades is difficult, due to the low entry level wages. The Union argues that non-bargaining unit supervisors received substantial equity increases and the bargaining unit employees should also.

The Union's proposal would cost KSU only $578, 370 per year (without roll-up costs). The University's budget estimates are based the operating budget, but not all employees are paid from the same funding source. Some employees are paid through enterprise activities such as dormitories, cafeterias, and the golf course, which are revenue producing. The Union believes that its proposal would not place an undue burden on the Employer.

Employer's Position

In response to the Union's concerns for the lower pay grades, the Employer is also proposing a cents/hour pay increase. However, due to severe budgetary constraints noted above, the Employer asserts that it can only afford increases of s $0.25/hour; $0.30/hour; and $0.25/hour per year respectively for the three years of the Agreement. The Employer asserts that this amount would be comparable what other similar employees receive. When comparing KSU to other Northern Ohio Universities and similar local employers, the proposed wage rates for KSU meet or exceed the median rate for employees with six months of employment in those classifications that comprise 70% of the bargaining unit.

In addition, the Employer proposes classification changes to the pay grades which would positively impact those in lowest pay grades; the skilled trades; and the crew leaders. It proposes that the 2004 Pay Grade 3 be eliminated and the Stores Clerk classification, the only employees in grade 3, be moved up to Pay Grade 4. Food Service Worker I in former Pay Grade 1 will be in a new Pay Grade 2 and Food Service Worker II, Custodial Worker, Laborer, and Sales Clerk in former Pay Grade 2 will be in new Pay Grade 3. New Pay Grades 2 and 3 will actually receive a $.029/hr. and $0.30/hr. pay increase respectively, instead of a $0.25/hour increase in the first year, in their new pay grade. The classifications of Electrician, HVAC Technician, Steam Fitter, Glazier, and Energy Management Technician will be moved from Pay Grade 7 to Pay Grade 8, to help in recruiting and retaining skilled workers. Lastly, Crew Leaders will be reclassified to the Pay Grade above the skill level they lead.

RECOMMENDATION

It is recommended that all classifications of employees receive an increase of \$.025/hr.; \$0.30/hr.; and \$0.35/hr. per year, respectively, for the three years of the Agreement or the amount necessary to bring the employee to the minimum rate for his/her classification, as illustrated in Appendix A, attached. (See "RECOMMENDED CONTRACT LANGUAGE.")

It is recommended that the pay grades for classifications be changed as illustrated in Appendix A, attached. (See "RECOMMENDED CONTRACT LANGUAGE.")

Rationale

In assessing what is a fair recommendation on wages for employees in this bargaining unit, the Fact-finder must consider the wages of public and private employees doing comparable work and the Employer's ability to pay, among other factors. The Employer presented data for employees working in the same classifications for other northern Ohio universities and for some local employers. That data illustrates that, with the wage increase the Employer proposes, KSU would be paying employees who work six months or more at or slightly above the median wage[1]. Although the wages paid to some employees, especially in the lower pay grades, qualifies them

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1 Data presented by the Union regarding other Ohio universities is consistent with that presented by the Employer. The Union also presented an employment survey for employees in Portage County for comparison. This data, however, is based on a voluntary survey and gives no details on how many employers responded, who the employers are, what fiscal constraints they have, or what other kinds of benefits employees receive. Therefore, its comparability to the bargaining unit is questionable. The data regarding other universities is a more reliable

for certain public assistance programs, it is not far below the average for similarly situated employees. The Employer's proposal of $0.25 per hour increase along with the adjustments in pay grades would provide about a 3.5% increase in the first year of the Agreement for those employees in the lowest pay grades and would make the skilled trades positions more competitive. These measures begin to address the concerns voiced by the Union and result in a percentage increase above the average for other public employees in the State.

However, while this is a step in the right direction, the Employer should continue to increase wages for employees as aggressively as possible over the life of the Agreement. As stated above, many of the employees in the lower pay grades need more help making an adequate living wage. Therefore, rather letting the increase fall back to $0.25/hr. in the third year, it is recommended that the Employer increase wages by $0.35/hr. in the third year. This will also help to offset the cost of the health insurance premiums which will take full effect in the third year of the Agreement. (See Article 45 discussion within.)

The Union proposes increasing wages by $0.75/hr. each year. However, given the gloomy financial outlook for the fiscal years ahead this kind of increase is unrealistic When the University is being forced to eliminate 66 positions, an increase, such as the Union proposes, which amounts to a 5% to 8% increase each year of the Agreement is not feasible and would require more drastic job cuts. The Union estimates that its proposal would cost the Employer $1,736,110 over the life of the Agreement. However, that does not include the roll-up costs, i.e. worker compensation, PERS contribution, Medicaid, etc., which can add 15 % to 20% to that cost, bringing the total cost of the wage increase to over $2 million. With the State cutting its

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comparison because the data includes more details regarding these issues.

funding to all universities, such an increase cannot be recommended.

2. ARTICLE 45 – INSURANCES

Employer's Position

The Employer proposes a new health care benefits package in response to rising health care costs. Although generally inflation rates have been low, the rate of increase in health care costs has continued to rise by double digits each year. Given the University's increasing expenses for health care and the limited financial resources available, employees will be required to contribute to the cost of their health care coverage.

Before designing a new health care package, the University conducted a focus group survey to discover employees' needs and concerns. In response to those concerns, the Employer proposes a plan that allows employees to choose the level of coverage for services, deductibles, co-pays based on the amount that employees contribute toward premiums.

Some of the features of the new health care package include the following. Routine physicals will be covered at 100% after the co-pay and well-child coverage from birth to 9 years old also will be covered at 100% after the co-pay. Dependent children over the age of 20 up to their 25th birthday remain covered so long as they are full-time students in a recognized course of study. Co-pays for prescription drugs will be 10% for generic; 20% for brand name; and 30% for brand name when generic is available.2 Employees will be able to purchase life insurance for a spouse or dependent child.

The employee's portion of the cost for each option will be based on an employee's income

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2 If a doctor specifies that a brand name drug is necessary, and the employee provides the Employer with a note from the doctor explaining generally the reason for requiring a name brand

and the level of coverage chosen. In 2005, employees may choose the Super Med Select Basic POS plan at no cost. The other two plans will be available at a cost based on a 35 tier income table. In 2006, the income table will be compressed to only 10 tiers and employees will be required to pay premiums on all three plans. However, in 2006, the employee will receive a subsidy in the form of a tax-advantageous account which will roll over from one calendar year to the next and will be determined by the net change for an individual's contribution between 2005 and 2006 for the type of plan and coverage elected for 2006. In 2007, the new health care package will take full effect, and premiums will be based on the type of plan chosen and the employee's income level.

The Employer recognizes the need for educating employees on the new plan and how to choose the best option for each employee's situation and will hold educational meetings to explain the plans.

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drug, the lower (20%) co-pay will apply.

Union's Position

The Union proposes no change to the current health care benefits. Increases in employee contributions to the cost of a health care package have a disproportionate impact on the lowest paid employees. A majority of the bargaining unit falls within the lower pay grades. Consequently, the health care package proposed by the Employer would hurt the bargaining unit more than other University employees.

The Union does not want to be leading the pack and bearing the burden for other employees by accepting the changes proffered by the Employer. The AAUP is still in negotiations and may be able to negotiate a better deal with the Employer in order to reach an agreement.

RECOMMENDATION

The Employer's proposal is recommended as written and illustrated on the charts attached. (See "RECOMMENDED CONTRACT LANGUAGE.")

Rationale

It is a fact of life that health care costs have risen steadily for years and are forecasted to continue in the same manner. More and more employers are unable to provide health care coverage at no cost to the employees. According to the statistics provided by the State Employment Relations Board, over 70% of colleges and universities require their employees to contribute to the cost of their health care coverage. University employees pay an average of $48.73 for single and $127.91 for family coverage, which is about 14% of the cost of coverage. The Employer's plan that provides the fullest coverage would cost employees in the highest income bracket for this bargaining unit $32.71 for single and $86.44 for family coverage, which is about 9.8% of the cost of the plan. Employees in the lowest income bracket would pay $15.39 for single and $40.73 for family coverage, 4.6% of the cost, for the plan with the fullest coverage and lowest deductibles. This compares favorably with other university employees who must contribute to their health care coverage.

Before designing a new health care plan, the Employer sought input from its employees and conducted a focus group survey. In response to that survey, the Employer fashioned a plan that meets the needs and concerns voiced by participants in the focus group and which is within the University's budgetary constraints.

The new package offers employees a choice of plans that allow employees to choose the level of risk they are willing to assume based on their health care needs. Some employees may opt for higher coverage and higher premiums; others who do not anticipate great usage of the benefit may opt for higher point of service expenses but pay less in monthly contributions. Although the new benefits package requires higher employee contributions, the package offers many financially beneficial features, such as 100% coverage of routine physicals (and accompanying tests) and well-child care visits (birth to 9 yrs. old) after the co-pay for the office visit. In 2006, the subsidy can be used to pay for out of pocket expenses, to help ease the cost to the employee of implementing this program.

The Union argues that increases in income will be eroded by increases in health care costs and employees will be no further ahead. However, the Employer offered exhibits which illustrate that employees will definitely see net gains in income despite increases in their contributions to health care. The Employer looked at different classifications, choosing single and family plans at different levels of coverage. All employees made a net hourly gain over the life of the Agreement using increases of $0.25; $0.30 and $0.25. The gains will be even greater with the recommended wage increase of $0.35/hour in the third year; $0.10/hour more than is reflected in the Employer's examples.

However, employees must understand how to take full advantage of the benefits available. If the Employer's new health care plan is ultimately implemented, the Employer must embark on a campaign to educate the employees on how to choose the plans based on their family needs. Therefore, educational seminars are also recommended when implementing the new plan.

The Union is also concerned that other University employees, especially the AAUP, will get a better deal in their negotiations. That is very unlikely. This same plan is being presented to the AAUP in their negotiations, and the Employer expressed that it has no ability to offer a better deal to the AAUP. These changes are inevitable and, although no one wants to go first, some group ultimately must do so.

3. ARTICLE 32 – VACATION

Union's Position

The Union proposes amending Article 32 in a manner that provides similar benefits to the bargaining unit that are enjoyed by non-bargaining unit employees at the University. The Union proposes decreasing the number of years an employee must be employed to receive higher amounts of vacation time. It propose employees with 1 but less than five years receive two weeks (80 Hours); five but less than ten years receive three weeks (120 hours); ten but less than fifteen years receive four weeks (160 hours) and fifteen but less than twenty years receive five weeks (200 hours).

The Union also proposes adding a clause in Section C, which would state "Vacation requests shall not be unreasonably denied." Some members of the bargaining unit have been kept from taking vacation because staffing is at a bare minimum and no one is available to take over while employees are vacation. Employees have vacation time but are not permitted to use it. They are told to take their vacation when school is not in session and they are laid off. Employees should be permitted to use the vacation benefit that they have when they need to take it without arbitrarily being denied vacation time.

The Union would also like to lower the number of accrued hours of sick leave that employees must accumulate in order to transfer 40 hours of unused sick leave into their unused vacation leave accrual from 500 hours to 250 hours.

Employer's Position

The Employer opposes any change to the vacation provisions. It argues that non-bargaining unit employees were given smaller percentage raises in 2002. They got 2% while the Union received 5% in the last hear of the previous contract. The non-bargaining unit employees received more vacation time in lieu of a greater monetary increases. Now, no more vacation time can be given. There is already difficulty in getting vacation time covered, without adding more time that would have to be covered.

The Employer agrees that sometimes operational needs, such as those at the beginning of the school year, require that employees be denied the opportunity to take vacation time. But generally vacation requests are granted. No grievances have been filed because an employee was unreasonably denied a vacation request. Because there is no apparent problem, no other provisions need be added to the vacation language.

The Employer also opposes lowering the number of sick leave hours an employee must accrue before being permitted to transfer 40 hours to vacation time accrual. The accrual of sick leave hours is intended to serve as the employee's disability income, should the employee suffer a long-term illness or injury. The Employer opposes reducing the hours lower than 500 before moving 40 hours to vacation time.

RECOMMENDATION

It is recommended that Section A of Article 32 be changed to reflect the following schedule:

One year, but less 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 five (25) - Four weeks, (160 working hours) (20 working days).

Twenty-five or more years of service - Five weeks, (200 work hours) (25 working days).

It is also recommended that a clause be added to Section C which states: "Vacation requests may be denied for operational and staffing reasons, but otherwise shall not be unreasonably denied." (See "RECOMMENDED CONTRACT LANGUAGE.")

Rationale

Internal parity is one of the factors that the statute requires a fact-finder to consider in evaluating the parties' proposals. Issues revolving benefits such as vacations, holidays, health care, etc. should be more equally distributed for ease in administration and to promote fairness and equal treatment among employees. Therefore, it is recommended that the University amend the vacation provision to more closely resemble that of the non-bargaining unit employees.

This recommendation will afford more vacation time to employees with 5 to 14 years of service. This should affect the major portion of the bargaining unit. Employees with the most seniority will receive the same generous amount of vacation time as in the previous Agreement. This schedule affords a benefit to employees which is not financially burdensome and which helps bring the University closer to parity among employees.

With respect to requesting vacation leave, a clause should be added to Section C to better reflect the concerns of employees who feel they have been arbitrarily denied use of vacation time. It is recommended that the sentence "Vacation requests may be denied for operational and staffing reasons, but otherwise shall not be unreasonably denied." This sentence acknowledges that at times the Employer may have to deny the use of vacation time because operational needs and/or staffing need require everyone to be present, such as at the beginning of a school year. It also acknowledges that vacation requests may not be unreasonably denied. This will give the employee more strength in challenging a denial of vacation request, through the grievance procedure, as being arbitrary.

No change is recommended for the number of hours of sick leave that must be accrued before transferring 40 hours to vacation time. Sick leave is a safety net for long-term illness or injury of the employee or family member that would require the employee to be away from work and should not be eroded.

4. ARTICLE 33 – HOLIDAYS

Union's Position

The Union proposes adding two new holidays to those holidays already observed by the University. Section A of Article 33 lists the 10 holidays that employees receive. Section F gives the University the option to observe three holidays (the third Monday in January, the third Monday in February and the Second Monday in October) on days other than those specified. In previous years, two of the holidays, the third Monday in February and the Second Monday in October, were observed on the fourth Friday in November (the day after Thanksgiving) and the twenty-fourth day of December (Christmas Eve), respectively. The Union proposes adding those two days, fourth Friday in November and the twenty-fourth day of December to the list of holidays observed and deleting the language in Section F of Article 33.

The practice of moving two holidays to be observed on the day after Thanksgiving and the day before Christmas has had the effect of denying seasonal employees holiday pay for those holidays. Section E requires that only employees who are in pay status on their normal workdays before and after a holiday can collect holiday pay. Seasonal employees qualify for holiday pay only if the holidays are observed as written. When the two holidays are moved, seasonal employees are on lay-off, a non-pay status, and cannot collect holiday pay. Therefore, they Union proposes adding the day after Thanksgiving (the third Friday in November) and Christmas Eve (the twenty-fourth of December) to the list of holidays observed and delete Section F of the current agreement.

Employer's Position

The Employer opposes any change to the current contract language. The Employer currently recognizes 10 holidays. Section F of Article 33 permits the Board of Trustees to move holidays and have them observed on a different from that as written in the Agreement. The Union proposal to increase the number of holidays from 10 to 12 would place a financial and scheduling burden on the Employer, and the Employer opposed it.

RECOMMENDATION

It is recommended that a provision be added to Section F of Article 33 that allows seasonal employees to collect holiday pay for those holidays which fall on the seasonal employees' normal working day but are designated by the Board of Trustees under Section F to be observed on days when seasonal employees are on seasonal lay-off. (See "RECOMMENDED CONTRACT LANGUAGE.")

Rationale

The proposal of the Union to increase the number of holidays from 10 to 12 overcompensates for the problem voiced, i.e. seasonal employees do not receive the benefit of the holidays as written in Article 33, Section A. Adding the day after Thanksgiving and the day before Christmas to the list of holidays observed increases the number of holidays that all employees receive. This would place additional scheduling and financial burdens on the Employer. However, a simple clause can be added which allows seasonal employees to receive holiday pay for any holiday that was originally scheduled for a time when seasonal employees would be working but is moved to a time that they are on lay-off. This recommendation addresses the concerns of the Union without placing added burdens on the Employer.

5. ARTICLE 7 – UNION SECURITY AND CHECKOFF

Union's Position

The Union proposes adding a fair share fee for employees who are covered by the Agreement but who are not dues paying members. Ohio Revised Code §4117.09(C) gives the Union the right to seek a fair share fee from employees in the bargaining unit represented by the Union who are not dues paying members. The Union must bargain for all employees, and it is only fair that those who benefit from the services provided by the Union, such as negotiating contracts, processing grievances, filing and defending against litigation actions, pay for these services. The majority of universities in Ohio who have unionized employees also have a fair share fee provision in their Agreements. A majority of AFSCME Locals have fair share fee provisions.

For this particular bargaining unit, only about one third of the employees are dues paying members of the Union. Without fair share fees, a few are subsidizing the whole unit. Most unions achieve a fair share provision in the original agreement. This was not case with this unit. The Union now seeks a provision to ensure that all who benefit from the Union are sharing the cost.

Employer's Position

The Employer opposes a fair share fee provision. Voluntary membership in the Union is less than one-third of the bargaining unit. The Union's proposal would unfairly cause employees to financially support the Union even though they have chosen not to be dues paying members. The Employer asserts that it would be willing to include a fair share fee provision if the Union got more employees to support the Union voluntarily. But at this time, not many employees are contributing with financial support.

RECOMMENDATION

It is recommended that a fair share provision be included in the Agreement (as new Section C) which will become effective 60 days after the first month in which voluntary membership in the Union reaches 80% or more of total number of employees in the bargaining unit. (See "RECOMMENDED CONTRACT LANGUAGE.")

Rationale

It was discussed during the fact-finding hearing that it is usual for fair share fee provisions to be a part of an initial collective bargaining agreement between a union and an employer. When a union is certified as the representative for the employees, it typically will have the support of a majority of the potential bargaining unit employees. Such is not the case with this Union.

The Union was not able to negotiate fair share into the initial agreement, and at this time enjoys financial support of only one-third of the bargaining unit. The Union should put forth more effort in gaining the support of all covered employees. It would more appropriate for the fair share fee to be included when the voluntary dues paying membership is increased, showing better support for the Union's efforts on behalf of the bargaining unit. Therefore, it is recommended that fair share fee be effective only when the Union raises its voluntary membership to 80% of the total number of employees in the bargaining unit.

6. NEW ARTICLE – UNION OFFICE

Union's Position

The Union proposes a new article be added to the Agreement which obligates the Employer to provide the Union with an office, telephone service and cable internet access for conducting Union business. It asserts that the AAUP, representing university professors, has an office on campus, and the Union in this action should be treated in a similar manner. The Union argues that there are many unused rooms available throughout the University, and one could be designated as a Union office with no added expense to the University.

Employer's Position

The Employer opposes language obligating the Employer to provide free office space to the Union for conducting Union business. The Employer believes that such proposal is unnecessary.

RECOMMENDATION

It is recommended that no new provision be added to the Agreement guaranteeing the Union an office provided by the University.

Rationale

The Union has provided little justification for requesting an office on University property at no cost to the Union. The Union never demonstrated a compelling need for such an office or that universities typically provide such an office to its organized employees, whether free or otherwise. The Union's major assertion is that the AAUP has an office at the University and this Union should also. However, the AAUP *rents* office space, and there was no evidence that the AAUP is provided with free telephone and cable internet access. The Union here wants free office space and free telephone and internet access (including, it can be assumed, free equipment to use such access). Given the low level of dues paying member in the Union, the University would be providing more financial support to the Union than its own members. For all these reasons, the proposal of the Union cannot be recommended.

<u>RECOMMENDED CONTRACT LANGUAGE</u>

The following provisions reflect the recommended contract language to be used in implementing any recommended changes to current contract language as described in the discussions above. Changes to the language from the prior contract provisions are highlighted in bold type.

ARTICLE 48 - WAGES

Change current language to reflect:

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

F. Effective **January 27, 2005**, each employee on the active payroll shall have his/her individual wage rate as of that date increased by **the greater of twenty-five cents ($.25) per hour, or the amount necessary to bring the employee to the minimum rate for his/her classification listed on the pay schedule set forth in Appendix A**

G. Effective **January 26, 2006,** each employee on the active payroll shall have his/her individual wage rate as of that date increased by **the greater of thirty cents ($.30) per hour, or the amount necessary to bring the employee to the minimum rate for his/her classification listed on the pay schedule set forth in Appendix A.**

H. Effective **January 26, 2007**, each employee on the active payroll shall have his/her individual wage rate as of that date increased by **the greater of thirty-five cents**

($.35) per hour, or the amount necessary to bring the employee to the minimum rate for his/her classification listed on the pay schedule set forth in Appendix A.

Renumber the remaining provisions accordingly, eliminating those provisions that make reference to previous contract years' increases.

APPENDIX A
CURRENT CLASSIFICATIONS AND PAY GRADES

Pay Grade	Entry Rate			Six-Month Rate			Positions
	1/27/05	1/26/06	1/26/07	1/27/05	1/26/06	1/26/07	
2	$8.33	$ 8.71	$9.00	$8.75	$9.14	$9.45	Food Service Worker I
3	$8.74	$ 9.13	$9.44	$9.18	$9.59	$9.91	Food Service Worker II, Custodial Worker, Laborer, Sales Clerk
4	$9.74	$10.04	$10.39	$10.23	$10.53	$10.88	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, Stores Clerk, Custodial Crew Leader
5	$10.59	$10.89	$11.24	$11.12	$11.42	$11.77	Cook I, Storekeeper I, Equipment Operator I, Groundskeeper Crew Leader
6	$11.33	$11.63	$11.98	$11.89	$12.19	$12.54	Maintenance Repair Worker, Cook II, Equipment Operator II, Power Plant Repair Worker, Plasterer, Water Treatment Plant Worker
7	$12.26	$12.56	$12.91	$12.87	$13.17	$13.52	Painter, Plumber, Locksmith, Mason, Carpenter, Bus Mechanic, Automotive Mechanic, Welder, Equipment Mechanic, Power Plant Mechanic, Bowling Lane Technician, Sign Painter, Storekeeper II, Machinist
8	$13.29	$13.59	$13.94	$13.94	$14.24	$14.59	Automotive Maintenance Crew Leader, Paint Shop Crew Leader, Electrician, HVAC Technician, Steam Fitter, Glazier, Energy Management Technician,
9	$15.00	$15.30	$15.65	$15.72	$16.02	$16.37	Stationary Engineer
10	$16.25	$16.55	$16.90	$17.06	$17.36	$17.71	Power Plant Maintenance Crew Leader

ARTICLE 45 -INSURANCE

A. *Maintenance of Benefits.*

Effective January 1, 2005 through the life of this Agreement, the University agrees to offer health insurance plans according to the guidelines set forth below:

1. The University reserves the right to change 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.

2. The University reserves the right to change carriers for other coverages during the course of the contract so long as the plan of benefits is not reduced.

B. *Health Insurance Benefit for calendar year 2005.*

For the period January 1, 2005 through December 31, 2005, the University will allow bargaining unit members to select one of the following health insurance plans under the terms and conditions set forth herein:

1. The *"SuperMed Plus PPO"* health insurance plan with deductibles, co-insurance, out-of-pocket limitations and other significant coverage limitations asset forth in Attachment A hereto.

    a. Bargaining unit members electing the SuperMed Plus PPO plan will contribute on a monthly basis according to the attached Schedule A.

    b. Bargaining unit members whose principal place of residence is other than in the counties of Ashtabula, Cuyahoga, Geauga, Lake, Lorain, Medina, Portage, Stark, Summit or Wayne will pay one-half of the employee contribution that would otherwise be applicable.

2. The *"SuperMed Select Basic POS"* health insurance plan with deductibles, co-insurance, out-of-pocket limitations and other significant coverage limitations as set forth in Attachment A hereto. In order to provide a plan with identical benefits but with different network providers, the University will also offer the EmeraldHealth Basic POS health insurance plan. The University will pay the full cost for providing the SuperMed Select Basic POS plan and the EmeraldHealth Basic POS plan.

3. The *"SuperMed Select High POS"* health insurance plan with deductibles, co-insurance, out-of-pocket limitations and other significant coverage limitations as set forth in Attachment A hereto. The employee contribution for this plan will be the same as that in effect for the SuperMed Plus PPO plan.

4. Effective with the ratification of the agreement, for all medical plan options the benefit limits for well-child care for children from birth to age nine (9) will be removed. Well-child care includes a review performed in accordance with the American Academy of Pediatrics. This review includes a history, complete physical examination, and developmental assessment along with anticipatory guidance, laboratory tests, and immunizations.

C. *Health Insurance Benefit for 2006 and later.*

Effective January 1, 2006, 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 B hereto.

2. *The "80/60 PPO"* comprehensive medical insurance plan with deductibles, co-insurance, out-of-pocket limitations and other significant plan features as set forth in Attachment B hereto.

3. *The "70/50 PPO"* comprehensive medical insurance plan with deductibles, co-insurance, out-of-pocket limitations and other significant plan features as set forth in Attachment B hereto.

4. Effective January 1, 2006 for all medical plan options the following changes will be implemented:

    a. The lifetime maximum benefit will be increased to $2,500,000. The lifetime maximum will include all benefits paid under the university health plan since January 1, 2003.

    b. The definition of dependent will be changed to include eligible children over the age of 20 up to their 25th birthday so long as they remain dependents of the employee under Section 152 of the IRS Code and are students in a recognized course of study as defined by the plan.

5. Effective January 1, 2006 coverage under the health, prescription drug and vision plans will be provided to employees with monthly contributions required. Employees electing coverage under any of the Plan options will contribute a monthly amount which will be calculated with the contribution at the median university salary level equal to 10% of the cost of coverage for the 90/70 PPO, 8% of the cost of coverage for the 80/60 PPO and 6% of the cost of coverage for the 70/50 PPO. Contributions will be based upon the employee's salary on a schedule as depicted by the sample on Schedule B attached. Any annual increase in cost beyond 10% (combined health and prescription drug plans) will be shared equally between the university and the employees.

6. The University will provide a one-year offset (subsidy) for calendar year (CY) 2006 (1/01/06 through 12/31/06) toward required employee contributions to health-care benefit plans.

    a. the subsidy will take the form of a tax-advantageous account which will roll over from one calendar year to the next based upon utilization by the individual employee.

    b. the subsidy will be determined as the net change for an individual between CY 2005 and CY 2006 contributions for the type of plan and coverage elected for CY 2006.

D. *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.

E. *Life Insurance Benefit.*

1. The life insurance benefit made available to Full-time bargaining unit members as of January 1, 2005, shall be maintained through December 31, 2005 with no employee contributions. The life insurance benefit is calculated as 2.5 times base annual earnings, rounded to the next highest $1,000, but not more than $200,000. A separate additional benefit up to the amount of the life insurance will be paid for accidental death and dismemberment. The amount of Life and Accidental Death and Dismemberment benefits will be reduced to 65% at age 60, and further reduced (from the original insurance amount) as follows: to 50% at age 65, 30% at age 70, and 20% at age 75.

2. The basic life insurance benefit made available to Full-time bargaining unit members as of January 1, 2006, shall be calculated as 3 times base annual earnings, rounded to the next highest $1,000, but not more than $200,000. A separate additional benefit up to the amount of the life insurance will be paid for accidental death and dismemberment. 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.

3. Effective January 1, 2006, Full-time bargaining unit members will be 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.

4. Effective January 1, 2006, Full-time bargaining unit members will be eligible to purchase group term life insurance for spouses 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.

5. Effective January 1, 2006, Full-time bargaining unit members will be eligible to purchase group term life insurance for eligible dependent children at a level of $10,000.

6. The University reserves the right to change the insurance carrier or otherwise alter the method of providing the life insurance benefit.

F. *Prescription Drug Benefit.*

The prescription drug benefit in effect as of September 15, 2004, shall be maintained until December 31, 2005. Full-time bargaining unit members electing any medical plan except the HMO will be eligible to participate in the current prescription program. Purchases are subject to a 20% co-insurance from the employee (10% for generics), but are not subject to an annual deductible. The maximum coinsurance for any single prescription will be $50.

1. Prescription drug benefits for Full-time bargaining unit members electing medical benefit plans set forth in Section 45.B and 45.C above shall also include coverage for oral contraceptives.

2. Effective January 1, 2006 the prescription drug benefit provided to employees electing one of the medical plans set forth in Sections 45.C.1, 45.C.2, and 45.C.3 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 30% for brand name medications when a generic equivalent is available. The maximum coinsurance for any single prescription will be $50.

c. Benefits will be provided for maintenance medications (whether brand or generic) through a retail pharmacy for a 30-day prescription and one 30-day refill at the retail level. After the initial 60-day period, benefits will be provided for maintenance medications through the mail service pharmacy only.

G. *Dental Benefit.*

1. The dental benefits made available to bargaining unit members as of January 25, 2005, or their approximate equivalents, shall be maintained. The University will pay the full cost of the premium for single coverage. Effective January 1, 2005 and for the life of the contract, employee co-payments of premiums for dependent dental coverage will equal the actuarially rated premium for dependent coverage.

2. Bargaining unit members may elect to participate in the Aetna Preferred Dental Plan in lieu of the dental plan referenced in Section 45.E.1 hereof. The University will pay the full cost of the premium for single coverage or dual (one dependent) coverage. Employee co-payment of premiums for family coverage (more than one dependent) will be $10.00 per month.

H. *Vision Care Benefit.*

The basic vision care benefit plan in effect as of January 26, 2005, shall be maintained. Any unused benefit per person per year may be carried over to the subsequent year up to a maximum of two years.

I. Effective March 1, 1993, the University established a plan, 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.

J. Effective March 1, 1993, the University established a 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.

ATTACHMENT A

MEDICAL PLAN FOR CALENDAR YEAR 2005

Plan	SuperMed Plus - PPO		SuperMed Select or EmeraldHealth - Basic POS		SuperMed Select - High POS		SuperMed HMO
Benefit Period	Calendar Year (January 1 to December 31)		Calendar Year (January 1 to December 31)		Calendar Year (January 1 to December 31)		Calendar Year
Primary Care Physician (PCP) Required	No		Yes		Yes		Yes
Dependent age limit	age 25 to End of Month		age 25 to End of Month		age 25 to End of Month		age 25 to End of Month
Lifetime Maximum	$1,000,000		$1,000,000		$1,000,000		none
	BENEFIT		**BENEFIT**		**BENEFIT**		**BENEFIT**
	Network	**Non-Network**	**Authorized**	**Non-Authorized**	**Authorized**	**Non-Authorized**	**Authorized**
Annual Deductible	$200 individual/$400 family		None	$250/$500	None	$250/$500	none
Annual out-of-pocket max (excl deductible)	$750/$1,500	$1,500/$3,000	$1,000/$2,000	$5,000/$10,000	None	$5,000/$10,000	none
Coinsurance (employee pays)	10%	20%	10%	30%	None	40%	none
Inpatient care							
Semi-private room and board	90%	$100 copay, then 80%	$100 copay then 90%	$250 copay, then 70%	$100 copay then 100%	$250 copay, then 60%	100%
Surgery	90%	80%	90%	70%	100%	60%	100%
Anesthesia	90%	80%	90%	70%	100%	60%	100%
Consultations	90%	80%	90%	70%	100%	60%	100%
Maternity care	90%	$100 copay, then 80%	90%	70%	100%	60%	100%
Lab and X-ray services	90%	80%	90%	70%	100%	60%	100%
Therapy services	90%	80%	90%	70%	100%	60%	100%
Drugs and Medications	90%	80%	90%	70%	100%	60%	100%
Outpatient care							
Outpatient surgery	90%	80%	90%	70%	100%	60%	100%
Second Surgical Opinion	100%	100%	90%	90%	100%	100%	100%
Diagnostic services, lab and x-ray	90%	80%	90%		100%		100%
MRI (require prior authorization)	90%	80%	90%	70%	100%	60%	100%
Cardiac Rehabilitation	90%	80%	90%	70%	100%	60%	100%
Physical, occupational and speech therapy [1]	90%	80%	90%	70%	100%	60%	$10 copay then 100%
Office visits	$5 copay then 100%	80%	$10 copay then 100%	70%	$10 copay then 100%	60%	$10 copay then 100%
Urgent Care	$5 copay then 100%	80%	$10 copay then 100%	70%	$10 copay then 100%	60%	$10 copay then 100%
Routine Physical exam	not covered	not covered	$10 copay then 100%	not covered	$10 copay then 100%	not covered	$10 copay then 100%
Routine Testing (5 standard) [2]	not covered	not covered	90%		100%		100%
Well child exam (to age 9) [3]	$5 copay then 100%	80%	$10 copay then 100%	70%	$10 copay then 100%	60%	$10 copay then 100%
Immunizations	$5 copay then 100%	80%	$10 copay then 100%	70%	$10 copay then 100%	60%	100%
Routine Mammogram[6]	100%	80% no deductible	100%		100%		100%
Routine Pap test[6]	$5 copay then 100%	80% no deductible	100%		100%		100%
Routine PSA[6]	100%	80% no deductible	100%		100%		100%
Routine Hearing Exam	not covered	not covered	$10 copay then 100%	not covered	$10 copay then 100%	not covered	100%
Prenatal and postnatal maternity care	90%	80%	90%	70%	100%	60%	100%
Sterilization	90%	80%	90%	70%	100%	60%	100%
Allergy test and treatment	90%	80%	90%	70%	100%	60%	$25 copay then 100%
Durable medical equipment	80%		90%	70%	100%	60%	100%
Emergency room services (emergency)	90%		$25 copay then 100%		$25 copay then 100%		$50 copay then 100%
- non-emergency use of emergency room	90%	80%	$25 copay then 90%[7]	$25 copay then 70%[7]	$25 copay then 100%[7]	$25 copay then 60%[7]	
Ambulance	80%		90%	70%	100%	60%	$25 copay then 100%
Mental Health and Substance Abuse							
Inpatient [4]	90%	80%	90%	70%	100%	60%	100%
Outpatient benefit[5]	70%	50%	$20 copay then 100%	50%	$20 copay then 100%	50%	$10 copay,100%, 20 vists/yr
Skilled nursing facilities	80%, 120 days per calendar year		90%	70%	100%	60%	100%, 100 days/yr.
Home healthcare	80%, 120 days per calendar year		90%	70%	100%	60%	100%
Private Duty Nursing	80%		90%	70%	100%	60%	100%
Hospice	80%		90%	70%	100%	60%	100%
Organ transplants	90%	80%	90%	70%	100%	60%	100%
Prescription Drug (Caremark except HMO)	10% copay generic, 20% copay brand; $50/max per prescription Retail or Mail Service		10% copay generic, 20% copay brand; $50/max per prescription Retail or Mail Service		10% copay generic, 20% copay brand; $50/max per prescription Retail or Mail Service		$5 copay, retail only

ALL LIMITS ARE COMBINED NETWORK AND NON-NETWORK. BENEFIT LEVELS ARE PAYABLE AFTER ANY APPLICABLE DEDUCTIBLE.

1. After 10th visit, additional visits based upon medical necessity.
2. EKG, chest-x-ray, complete blood count, SMA 12, urinalysis.
3. Limited to $500 first 12 months then $150 per calendar year.
4. Mental Health maximum 30 days per calendar year; Substance Abuse 30 days per calendar year
5. Outpatient Substance Abuse services limited to $2,000/calendar year.
6. Once per calendar year
7. No coverage for facility charges during non-emergency use of emergency room; benefits cover professional component only

ATTACHMENT "B"

MEDICAL PLAN PROPOSAL FOR CALENDAR YEAR 2006

Plan	PPO Option #1		PPO Option #2		PPO Option #3	
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 21 to End of Month, age 25 if full time student**		**age 21 to End of Month, age 25 if full time student**		**age 21 to End of Month, age 25 if full time student**	
Lifetime Maximum	$2,500,000		$2,500,000		$2,500,000	
	BENEFIT		**BENEFIT**		**BENEFIT**	
	Network	**Non-Network**	**Network**	**Non-Network**	**Network**	**Non-Network**
Annual Deductible	$250/$500		$350/$700		$500/$1,000	
Annual out-of-pocket max (excl deductible)	$750/$1,500	$1,500/$3,000	$900/$1,800	$2,000/$4,000	$1,000/$2,000	$2,500/$5,000
Coinsurance (employee pays)	10%	30%	20%	40%	30%	50%
Inpatient care						
Semi-private room and board	90%	$100 copay, then 70%	80%	$100 copay, then 60%	70%	$100 copay, then 50%
Surgery	90%	70%	80%	60%	70%	50%
Anesthesia	90%	70%	80%	60%	70%	50%
Consultations	90%	70%	80%	60%	70%	50%
Maternity care	90%	$100 copay, then 70%	80%	$100 copay, then 60%	70%	$100 copay, then 50%
Lab and X-ray services	90%	70%	80%	60%	70%	50%
Therapy services	90%	70%	80%	60%	70%	50%
Drugs and Medications	90%	70%	80%	60%	70%	50%
Outpatient care						
Outpatient surgery	90%	70%	80%	60%	70%	50%
Second Surgical Opinion	100%	100%	100%	100%	100%	100%
Diagnostic services, lab and x-ray	90%	70%	80%	60%	70%	50%
MRI (require prior authorization)	90%	70%	80%	60%	70%	50%
Cardiac Rehabilitation	90%	70%	80%	60%	70%	50%
Physical, occupational and speech therapy [1]	90%	70%	80%	60%	70%	50%
Office visits - PCP [7]	$15 copay then 100%	70%	$15 copay then 100%	60%	$15 copay then 100%	50%
Office visits - Specialist [7]	$30 copay then 100%	70%	$30 copay then 100%	60%	$30 copay then 100%	50%
Urgent Care [7]	$15 copay then 100%	70%	$15 copay then 100%	60%	$15 copay then 100%	50%
Routine Physical exam [7]	$15 copay then 100%	not covered	$15 copay then 100%	not covered	$15 copay then 100%	not covered
Routine Testing (5 standard) [2]	100%	not covered	100%	not covered	100%	not covered
Well child care (birth to age18) [7]	$15 copay then 100%	70%	$15 copay then 100%	60%	$15 copay then 100%	50%
Immunizations	100%	70%	100%	60%	100%	50%
Routine Mammogram [5]	100%	70% no deductible	100%	60% no deductible	100%	50% no deductible
Routine Pap test [5]	$15 copay then 100%	70% no deductible	$15 copay then 100%	60% no deductible	$15 copay then 100%	50% no deductible
Routine PSA [5]	100%	70% no deductible	100%	60% no deductible	100%	50% no deductible
Routine Hearing Exam	$15 copay then 100%	$15 copay then 100%	$15 copay then 100%	$15 copay then 100%	$15 copay then 100%	$15 copay then 100%
Prenatal and postnatal maternity care	90%	70%	80%	60%	70%	50%
Sterilization	90%	70%	80%	60%	70%	50%
Allergy test and treatment	90%	70%	80%	60%	70%	50%
Durable medical equipment	80%		80%		80%	
Emergency room services (emergency)	90%		80%		70%	
- non-emergency use of emergency room [6]	$50 copay then 90%	$50 copay then 70%	$50 copay then 80%	$50 copay then 60%	$50 copay then 70%	$50 copay then 50%
Ambulance	90%		80%		70%	
Mental Health and Substance Abuse						
Inpatient [3]	90%	70%	80%	60%	70%	50%
Outpatient benefit [4]	90%	50%	70%	50%	70%	50%
Skilled nursing facilities	90%, 120 days per calendar year		80%, 120 days per calendar year		70%, 120 days per calendar year	
Home healthcare	90%, 120 days per calendar year		80%, 120 days per calendar year		70%, 120 days per calendar year	
Private Duty Nursing	90%		80%		70%	
Hospice	90%		80%		70%	
Organ transplants	90%	70%	80%	60%	70%	50%
Prescription Drug (Caremark)	10% coinsurance generic, 20% coinsurance brand, 30% coinsurance brand with generic available; $50 max per prescription Retail or Mail Service. Mail Service required after 60 days for maintenance medications.		10% coinsurance generic, 20% coinsurance brand, 30% coinsurance brand with generic available; $50 max per prescription Retail or Mail Service. Mail Service required after 60 days for maintenance medications.		10% coinsurance generic, 20% coinsurance brand, 30% coinsurance brand with generic available; $50 max per prescription Retail or Mail Service. Mail Service required after 60 days for maintenance medications.	

1. After 10th visit, additional visits based upon medical necessity.
2. EKG, chest-x-ray, complete blood count, SMA 12, urinalysis.
3. Mental Health maximum 30 days per calendar year; Substance Abuse 30 days per calendar year
4. Outpatient SA treatment limited to $4,000/calendar year .
5. Once per calendar year
6. No coverage for facility charges during non-emergency use of emergency room; benefits cover professional component only
7. Office visit copays apply to cost of the office visit only.

SCHEDULE A
Contributions for Group Medical Coverage
Effective January 1, 2005
12-month Schedule

	Salary Range		Schedule A SuperMed Plus PPO and SuperMed Select High POS	
	Minimum	Maximum	Single	Family
1	0.00	18,000.00	7.57	19.83
2	18,000.01	19,000.00	8.82	23.15
3	19,000.01	20,000.00	10.07	26.47
4	20,000.01	21,000.00	11.32	29.79
5	21,000.01	22,000.00	12.57	33.11
6	22,000.01	23,500.00	13.82	36.43
7	23,500.01	25,000.00	15.07	39.75
8	25,000.01	26,500.00	16.32	43.07
9	26,500.01	28,000.00	17.57	46.39
10	28,000.01	29,500.00	18.82	49.71
11	29,500.01	31,000.00	20.07	53.03
12	31,000.01	32,500.00	21.32	56.35
13	32,500.01	34,500.00	22.57	59.67
14	34,500.01	36,500.00	23.82	62.99
15	36,500.01	38,500.00	25.07	66.31
16	38,500.01	41,000.00	26.32	69.63
17	41,000.01	43,500.00	27.57	72.95
18	43,500.01	46,000.00	28.82	76.27
19	46,000.01	48,500.00	30.07	79.59
20	48,500.01	51,000.00	31.32	82.91
21	51,000.01	53,500.00	32.57	86.23
22	53,500.01	56,000.00	33.82	89.55
23	56,000.01	58,500.00	35.07	92.87
24	58,500.01	63,500.00	36.32	96.19
25	63,500.01	68,500.00	37.57	99.51
26	68,500.01	73,500.00	38.82	102.83
27	73,500.01	78,500.00	40.07	106.15
28	78,500.01	88,500.00	41.32	109.47
29	88,500.01	98,500.00	42.57	112.79
30	98,500.01	108,500.00	43.82	116.11
31	108,500.01	118,500.00	45.07	119.43
32	118,500.01	128,500.00	46.32	122.75
33	128,500.01	138,500.00	47.57	126.07
34	138,500.01	153,500.00	48.82	129.39
35	153,500.01	Above	50.07	132.71

	Comprehensive Dental	DMO
Employee	36.09	
Family	66.29	7.00

<u>Estimate</u> of Monthly Health Plan Contributions in Calendar Year 2006

Schedule "B"

SCHEDULE B

Salary Range			Monthly Contributions					
			90/70 PPO		80/60 PPO		70/50 PPO	
			Single	Family	Single	Family	Single	Family
0.00	-	22,000.00	15.39	40.73	7.39	19.55	3.53	9.33
22,000.01	-	26,500.00	21.17	56.00	12.93	34.21	5.29	13.99
26,500.01	-	31,000.00	26.94	71.27	18.48	48.88	10.58	27.99
31,000.01	-	36,500.00	32.71	86.55	24.02	63.54	15.87	41.98
36,500.01		43,500.00	38.48	101.82	29.56	78.21	21.16	55.97
43,500.01		51,000.00	43.30	114.55	34.18	90.42	25.57	67.63
51,000.01		63,500.00	48.11	127.28	38.80	102.64	29.98	79.29
63,500.01		78,500.00	52.92	140.00	43.42	114.86	34.39	90.95
78,500.01		108,500.00	57.73	152.73	48.04	127.08	38.80	102.61
108,500.01	+		62.54	165.46	52.66	139.30	43.21	114.27

ARTICLE 32 – VACATION

Change current contract language to reflect:

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 **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 five (25) - Four weeks, (160 working hours) (20 working days).

Twenty-five or more years of service - Five weeks, (200 work hours) (25 working days).

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.

* * *

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 department head and the Associate Vice President for Human Resources. **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. 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 department head.

ARTICLE 33 – HOLIDAYS

Add the following provision in bold type to Section F:

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. The University agrees to notify the Union as soon as possible when other permissible changes are made

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.

ARTICLE 7 – UNION SECURITY AND CHECK OFF

Add the following provision in bold type as new Section C. Renumber the remaining sections accordingly. Add "fair share fee" to renamed Section D.

C. **Sixty (60) days following the first of the month in which voluntary membership in the Union reaches eighty percent (80%) or more of the total number of employees in the Bargaining Unit, all bargaining unit employees who are not members in good standing of the Union shall be required to pay a fair share fee to the Union, as a condition of continued employment. Once established, fair share fee shall remain in effect for the duration of the agreement; that is, the eighty percent membership need not be maintained from month to month. Once established, newly hired bargaining unit employees, or university employees who are placed into a bargaining unit position, and who are not members in good standing of the Union shall be required to pay a fair share fee to the Union effective sixty one (61) days from the employee's date of hire or placement into a bargaining unit position, as a condition of continued employment with the Employer. The fair share fee amount shall be certified to the Employer by the Union. The deduction of the fair share fee from the earnings of an employee shall be automatic and shall not require written authorization. Such fees shall be deducted by the Employer and remitted in the same method and during the same periods as union dues.**

~~C~~.**D.** All dues **and fair share fees** deducted shall be transmitted to the Treasurer of Local 153 or to Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, as designated by the Staff Representative of Ohio Council 8, together with two (2) computerized alphabetical lists of names of all employees whose dues have been deducted no later than the tenth (10th) day of the month for payment deducted the previous month. The Union shall advise the University in writing of the amounts to be deducted. The Union shall designate, in writing, the address where the checkoff money shall be remitted.

This fact-finding report is submitted by:

Virginia Wallace-Curry

Virginia Wallace-Curry, Fact-finder

Cuyahoga County
May 20, 2005

CERTIFICATE OF SERVICE

This is to certify that a true copy of the Fact-Finding Award for Kent State University and AFSCME, Ohio Council 8, Local 153 was sent to the parties by overnight mail and to the State Employment Relations Board by regular U.S. mail on this day, May 20, 2005. The Fact-Finding Award was served upon:

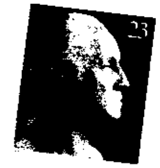
Mr. Robert T. Thompson, Sr.
Regional Director
AFSCME, Ohio Council 8
1145 Massillon Road
Akron, OH 44306

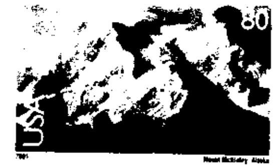
Ms. Carolyn Pizzuto
Vice President, Human Resources
Executive Suite
Library – 2nd Floor
Kent State University
Kent, OH 44242-0001

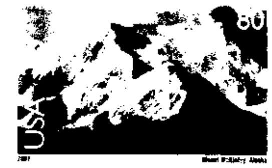
Mr. Dale A. Zimmer
Administrator, Bureau of Mediation
State Employment Relations Board
65 East State Street
Columbus, Ohio 43215-4213

Virginia Wallace-Curry

Virginia Wallace-Curry, Fact-Finder







Virginia Wallace-Curry
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May 20, 2005

Mr. Robert T. Thompson, Sr.
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1145 Massillon Road
Akron, OH 44306

Ms. Carolyn Pizzuto
Vice Presient, Human Resources
Executive Suite
Library - 2nd Floor
Kent State University
Kent, OH 44232-0001

Re: Kent State University and AFSCME, Ohio Council 8, Local 153
SERB Case No. 04-MED-10-1121

Mr. Thompson and Ms. Pizzuto::

Enclosed is a copy of my fact-finding award in the above captioned matter, along with the statement for my services and expenses rendered as Fact-finder.

I enjoyed working with you and hope I will have the opportunity to do so again in the future. Ms. Pizzuto, please convey my sympathies to Mr. Evans. I'm sorry to hear about his wife being so ill.

Sincerely,

Virginia Wallace-Curry

Virginia Wallace-Curry

cc: Dale Zimmer, SERB