

ARTICLE II

Recognition, Dues Deduction and Association Rights

Section 1. Recognition

The University recognizes the Association as the sole and exclusive representative for the members of the bargaining unit described below for the purpose of collective bargaining as defined in Section 4117.01 of the Ohio Revised Code.

- A. The bargaining unit shall include all Kent Campus and Regional Campus Full-Time Non-Tenure Track Faculty members whose primary duty is to provide credit instruction and/or other services to the University, whose appointment is solely determined by the University, whose salary is funded from the resources of the University or from external sources, and whose annual faculty employment contract specifies appointment to a fulltime position (100% load) and which confers faculty status at the rank of lecturer, associate lecturer, senior lecturer (without terminal degree), assistant professor, associate professor, professor (with terminal degree). The bargaining unit shall be as certified by the Ohio State Employment Relations Board (SERB) in case no. 95-REP-04-0087 and as modified in this Agreement by the parties from time to time. Current bargaining unit member eligibility shall be determined by the position stated on the individual annual employment contract. The University and the Association mutually agree that current full-time non-tenure track faculty positions in University Libraries are eligible for inclusion within the bargaining unit. A list of the current titles of full-time non-tenure track faculty positions in University Libraries will be maintained by the Dean of University Libraries or ~~his/her~~ their designee.

The following shall be excluded:

1. President (including Interim and Acting)
2. Provost (including Senior Associate, Vice, Associate, Assistant, Interim and Acting)
3. Vice Presidents (including Associate, Assistant, Interim and Acting)
4. Deans and Directors of Libraries (including Associate, Assistant, Interim and Acting)
5. Academic Unit Chairpersons and School Directors¹ (including Interim and Acting)

¹ Hereinafter singularly designated as unit administrator and the academic unit.

6. Administrative Directors and Supervisors (including Associate, Assistant, Interim and Acting); Major Academic Program Directors and Supervisors (including Associate, Assistant, Interim and Acting); Regional Campus Deans (including Associate, Assistant, Interim and Acting)
 7. Adjunct², Part-time and Visiting³ Faculty
 8. Full-time Tenure-Track and Tenured Faculty
 9. Teaching Fellows, Graduate Assistants, Research Assistants and Fellows and University Fellows
 10. Administrative and Professional Contract Employees
 11. ROTC Personnel
 12. Athletic Coaches
- B. The terms "FTNTT Faculty," "members of the FTNTT Faculty" and "FTNTT Faculty members" whenever used in this Agreement are defined to include only those members of the bargaining unit who are included in the bargaining unit pursuant to Section 1 of this Article.
- C. The term "unit administrator" whenever used in this Agreement is defined to include the department chair, school director, dean of a College without departments or schools (i.e., College of Nursing, College of Architecture and Environmental Design, College of Aeronautics and Engineering, College of Public Health, College of Applied and Technical Studies and University Libraries or regional campus dean, as applicable.

Section 2. Dues Deduction

No member of the bargaining unit shall be required to become a member of the Association as a condition for securing or retaining employment at Kent State University. The University will deduct membership dues in amounts specified by the Association from the pay of members of the bargaining unit upon receipt of individually signed authorizations on a form which has been agreed upon by the University and the Association. If a FTNTT Faculty member has revoked membership in the Association, the Association will promptly notify the University. Upon receipt of such revocation, the University will stop the deduction of membership dues.

² *Adjunct faculty* status is an honorific designation denoting the affiliation with a Kent State University program or department of an individual whose primary employment is from outside the University or the department in which *adjunct* status is held. In the Division of the Regional Campuses, the title denotes part-time employment status.

³ A *Visiting* Faculty member most typically is a faculty member from another institution who is employed by the University in a full-time faculty capacity for a period normally not to exceed one (1) calendar year. In the event that a *Visiting* Faculty member should be employed in that capacity for a second consecutive year, the individual will become a member of the Full-Time Non-Tenure Track Faculty bargaining unit covered by this Agreement.

- A. Deductions for membership dues will be made from the pay based on forms submitted on or before the tenth (10th) of that month. All deductions, together with an alphabetical list of names of members of the bargaining unit whose membership dues have been deducted, shall be transmitted to the Association no later than the fifteenth (15th) of the following month, and upon receipt, the Association shall assume full responsibility for the disposition of all funds deducted.
- B. The University's obligation to make deductions for membership dues Fee shall terminate automatically upon termination of employment of the FTNTT Faculty member.
- C. The Association agrees that it will indemnify and hold the University harmless from any and all claims, damages, actions, or suits of any nature arising out of, related to, or in any way connected with the enforcement or application of this Article.

Section 3. Association Rights

- A. The University and the Association agree that all members of the bargaining unit shall have the right to join and support the Association for the purpose of engaging in collective bargaining or to refrain from joining and supporting the Association. The University, the Association, and members of the bargaining unit will not penalize or discriminate against any member of the bargaining unit because of ~~his/her~~ their membership or non-membership in the Association, because ~~he/she~~ they engages in or refuses or refrains from engaging in activity on behalf of the Association, or because ~~he/she~~ they participates in or uses this collective bargaining agreement or refrains from doing so.
- B. During the Fall semester of each academic year, the University will furnish to the Association a list of all members of the bargaining unit showing the name, rank, salary, track, department and campus assignment. The University will also provide interim changes, including promotions, terminations and new hires of members of the bargaining unit and their departmental and campus affiliations to the Association by copy of the Board Books after each official Board meeting. If a change results in a FTNTT Faculty member becoming ineligible for membership in the bargaining unit, the University will notify the Association within ten (10) calendar days of the effective date of the change in status.
- C. The University agrees to make available to the Association during the term of this Agreement such data and information that is relevant to the enforcement or negotiation of this Agreement as provided pursuant to Ohio Rev. Code Ch. 4117 and as it may be amended or interpreted by the State Employment Relations Board. The University agrees to acknowledge requests and provide an approximate timeframe for the response within ten (10) days. The University guarantees only that the information provided pursuant to this article accurately sets forth the information in the University's possession at the time of the request. The University will inform the Association in a timely manner of any changes or corrections of omissions, errors, etc., that it discovers in information provided

to the Association and that are reported to the office of the Associate Provost for Faculty Affairs.

- D. The Association will be afforded reasonable use of the University's physical facilities, including meeting rooms, classrooms, and auditoriums, for the limited purpose of transacting official Association business. Such use shall be subject to the same regulations established for campus organizations.
- E. The University agrees to extend to the Association general accessibility to University services, including duplicating, audio-visual, and food services, on the same basis that such are made available to campus organizations so long as such accessibility to University services is used by the Association only for activities and communication directly related to its role as sole and exclusive representative of the members of the bargaining unit and provided further it is not used to gain support for or in furtherance of any activity that would be in violation of Article XV of this Agreement.
- F. The University and the Association will publish the official version, with signatures optional, of the Agreement in PDF format on their respective websites.
- G. The University will permit the Association to purchase up to twenty-four (24) hours of workload release per academic year for each of the three (3) years of this Agreement for use by members of the bargaining unit designated by the Association at a rate of \$1,450.00 per credit hour or replacement cost, whichever amount is higher.

The Association will notify the office of Faculty Affairs in writing of the members of the bargaining unit for whom release time is requested no later than sixty (60) days prior to the start of the semester for which release time is sought, unless the Association and the Office of Faculty Affairs have agreed in writing to extend this deadline. The specific details of the release from duties will be worked out between the bargaining unit member for whom release time is requested and the appropriate administrative officer. Any unused portion of the Association's allotment of release time for a given academic year may be carried forward to the immediately following academic year.

- 1. The Association may purchase workload hours during the summer and/or intersession periods at the then current summer salary rate per credit hour.
- 2. No member of the bargaining unit may receive more than six (6) hours of release time in any one (1) semester or for the combined Summer Terms. Normally, no bargaining unit member will be released for more than twelve (12) workload hours in a calendar year. Release time will not be available for utilization during the Intersession(s) between the regular academic year and the established Summer Terms or between the semesters of the regular academic year. In no circumstances may the Association's purchase of workload equivalencies reduce the instructional portion of the faculty member's workload to zero in any semester.

3. The Association may purchase three (3) workload hours for each member of the bargaining team at the then current summer salary rate per credit hour during the summer and/or intersession in which bargaining for a successor Agreement occurs.
4. A FTNTT Faculty member who is employed on a twelve-month contract will make a request in writing to his/her academic unit administrator of ~~his/her~~ their desire to serve the Association in a position for which workload hours are normally purchased by the Association. This written request will include a description of the FTNTT Faculty member's duties and how those duties would continue to be met if the request were granted. The FTNTT Faculty member may request workload equivalency, overload and/or a combination. The FTNTT Faculty member's request is subject to the approval of the academic unit administrator and/or the Dean, if applicable. Consistent with Article IX, Section 1.F.2. or Article IX Section 2.B of this Agreement, requests which would result in the assignment of an overload which exceeds three (3) additional workload hours are also subject to the approval of the Provost.

Normally, the University will make every effort to grant the request. In the event that the University has reason to deny the request, the Office of Faculty Affairs shall notify the Association of the FTNTT Faculty member involved and the reasons for the denial. In such an instance, the Association will be provided with an opportunity to substitute an additional release time or workload purchase request, notwithstanding the timelines indicated above. The affected FTNTT Faculty member may have such a decision addressed through the normal governance process for the review of workload issues.

Section 4. Committees

A. Joint FTNTT ~~AAUP~~ KSUFA/KSU Study Committee

1. **Charge.** The Joint FTNTT ~~AAUP~~ KSUFA /KSU Study Committee shall have as its purpose the joint exploration of issues that are identified by either party. Examples of issues that may be considered by the committee are topics identified by the parties during collective bargaining that need further study and/or clarification; issues relevant to FTNTT Faculty members; and issues that have an impact on the relationship between the FTNTT Faculty Unit and the University. Topics identified by the parties during collective bargaining that need further study and/or clarification shall be included in this Agreement at Addendum D. This Committee shall have no authority to change, delete or modify any of the terms of the existing Agreement, or to settle any grievance arising under the Agreement. Recommendations made by this Committee are not binding.
2. **Membership.** The Committee shall be composed of ten (10) members, all of whom may participate fully in the deliberations of the Committee. The Unit President shall appoint five (5) FTNTT Faculty members to represent the

Association on this committee. ~~He/she~~ The Unit President shall designate one (1) of the five (5) to serve as co-chair. The Provost shall appoint five (5) administrators to serve on this committee. ~~He/she~~ The Provost shall designate one (1) of the five (5) to serve as co-chair.

3. **Organization.** Responsibility for chairing the committee meetings will rotate between the Association and the University. The Committee will develop ground rules to cover scheduling of meetings, setting agenda and other issues deemed appropriate by both parties. Joint minutes, in the form of a summary of topics discussed and decisions reached, shall be taken. The Association and the University shall alternate in recording the minutes. Drafts of minutes from each meeting will be jointly reviewed and approved by both parties. These minutes will then be sent to committee members, the Unit President and the Associate Provost for Faculty Affairs.
4. **Meetings.** The committee will hold its first meeting not later than sixty (60) days following the ratification of this Agreement or the start of the academic year. The committee will meet on an as needed basis but at least once per semester. By mutual agreement, the committee may meet more frequently. A representative of the U.S. Federal Mediation and Conciliation Service may be invited to attend the meetings by mutual agreement.
5. **Recommendations.** Any recommendation from the committee shall be in the form of a nonbinding, joint recommendation to the Provost and the Unit President.

B. Health Benefits Review Committee and Quality of Faculty Work/Life Committee

1. There currently are established and in operation, prior to and outside the scope of this Agreement, a Health Benefits Review Committee and a Quality of Faculty Work/Life Committee, both of which report administratively and in an advisory capacity on matters specific to their respective charges to the Vice President for ~~Human Resources~~ People, Culture and Belonging.
2. Within the constraints noted above, the Unit President of the Association will be invited to recommend to the Vice President for ~~Human Resources~~ People, Culture and Belonging up to two (2) FTNTT Faculty members for appointment to the Health Benefits Review and two (2) FTNTT Faculty members for appointment to the Quality of Faculty Work/Life Committees. With the concurrence of the bargaining representative through whose Agreement with the University these committees were established and their respective memberships constituted, the Vice President for ~~Human Resources~~ People, Culture and Belonging shall appoint one (1) additional member to each of the Health Benefits Review Committee and the Quality of Faculty Work/Life Committee from among the recommendations forwarded to ~~him/her~~ them by the Unit President of the Association.