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**AGREEMENT**

**between**

**YOUNGSTOWN STATE UNIVERSITY**

**and the**

**Fraternal Order of Police, Ohio Labor Council, Inc.**

**Effective**

**July 1, 2012 – June 30, 2015**

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## **PREAMBLE**

The Fraternal Order of Police, Ohio Labor Council, Inc. (F.O.P.) and Youngstown State University support the concept of non-adversarial bargaining. The parties recognize their mutual concerns and wish to give them proper consideration. We hold that non-adversarial negotiations can enhance relationships and mutual gain is possible. We also believe that it is essential that we establish and maintain an atmosphere of mutual trust and respect.

We are committed to providing a safe environment, protecting the students and employees, and rendering service in the areas of the city adjacent to the University. The YSU Police Department and the University pride themselves on their record of crime prevention, criminal investigations, foot and mobile control, education, and medical assistance. We will continue to recognize and make use of individual expertise and knowledge in innovative ways, and will employ cooperative decision making in solving problems faced by the University.

## **ARTICLE 1 AGREEMENT AND RECOGNITION**

**1.1:** This is an Agreement by and between Youngstown State University (hereinafter referred to as the University) and the Fraternal Order of Police, Ohio Labor Council, Inc. (hereinafter referred to as the F.O.P.). The purpose of this Agreement is to describe the terms and conditions of employment of the members of the bargaining unit defined in Article 2.

**1.2:** The University hereby recognizes the F.O.P. as the exclusive representative of the members of the bargaining unit defined in Article 2. "Exclusive recognition" is granted under the provisions of and in accordance with Ohio Revised Code 4117.

**1.3:** This Agreement is the sole and only Agreement between the parties.

**1.4:** Where this Agreement makes no specification about a matter, the University and the F.O.P. are subject to all applicable state or federal laws or ordinances pertaining to wages, hours, and terms and conditions of employment for public employees, as specified in Ohio Revised Code 4117.10.

## **ARTICLE 2 SCOPE OF UNIT**

**2.1:** The bargaining unit shall include all regularly employed full-time members of the classified staff of the Youngstown State University Police Department who are classified as University Police Officer 1, University Police Officer 2, University Police Sergeants, University Dispatcher 1, and University Dispatcher 2.

**2.2:** A University Police Officer (Probationary) 1 and a University Police Officer 2 patrols campus grounds and buildings and University property to protect lives and property; prevents crimes and enforces laws; investigates crimes; makes arrests; testifies in court; directs traffic; prepares reports; and performs other reasonably related duties as assigned.

**2.3:** A University Police Sergeant performs the duties specified above for a University Police Officer 2 and in addition may be assigned functional supervision over University Police Officers 1, University Police

Officers 2 and University Dispatchers, making assignments, training personnel, monitoring work performance, etc.; a University Police Sergeant performs other reasonably related duties as assigned.

**2.4:** A University Dispatcher 1 receives and transmits radio communications dispatching personnel and equipment; maintains attendance records; receives and records telephone calls; operates computer terminal receiving and transmitting messages; maintains communication log; and performs other reasonably related duties.

**2.5:** A University Dispatcher 2 performs the duties specified above for a University Dispatcher 1 and in addition exercises functional supervision over University Dispatchers 1, making assignments, training personnel, monitoring work performance, etc.; a University Dispatcher 2 performs other reasonably related duties as assigned.

**2.6:** Excluded from the bargaining unit shall be all unclassified (Professional/Administrative) staff members, all clerical and/or secretarial personnel, all intermittent and/or part-time personnel, students serving as student assistants, and all supervisory staff classified as University Law Enforcement Supervisor, Criminal Investigator Supervisor, or higher.

**2.7:** Also excluded from the bargaining unit shall be all employees of the University who are not defined as "public employees" under the provisions of Ohio Revised Code 4117 (Am. Sub. S.B. No. 133) as defined by said statute and by applicable rules, regulations, orders, and judicial interpretations issued, promulgated, and/or rendered during the term of this Agreement.

**2.8:** Detailed descriptions of duties for each member of the bargaining unit appear on individual position descriptions maintained in official personnel files. The University may alter employees' position descriptions in compliance with Sections 2.2 to 2.5. A bargaining unit member whose position description is changed will receive a copy of the new description at the same time it is placed in his/her personnel file. A bargaining unit member may grieve the reasonableness of a change to his or her position description.

**2.9:** If the University decides to create a new classification within the YSU Police Department, the parties will meet to discuss whether to include the new classification in the bargaining unit. If the parties are unable to resolve the issue of whether the new classification will be included in the bargaining unit, then either party may submit a petition for amendment or clarification to the State Employment Relations Board for a final and binding unit determination within ten (10) days of the parties' last meeting.

### **ARTICLE 3 TERM OF AGREEMENT**

**3.1:** This Agreement shall, following ratification by the parties, become effective at 12:01 a.m. on July 1, 2012 and shall remain in effect through 11:59 p.m. on June 30, 2015.

**3.2:** Either party may notify the other that it desires to modify this Agreement or to negotiate a successor agreement in accordance with O.R.C. 4117.14(B) and SERB Rule 4117-9-02.

**ARTICLE 4**  
**PAY**

**4.1: Base Pay:**

- A. Effective with the implementation of this agreement, the base rate and subsequent steps for all bargaining unit classifications shall not be increased.
- B. Effective with the pay period that includes July 1, 2013, the base rate and subsequent steps for the classifications of University Police Officer 1 and 2, University Police Sergeant, and Dispatcher 1 and 2 will be increased by two percent (2.00%). (This means all bargaining unit employees will receive an increase of two percent (2.00%) at this time.)
- C. Effective with the pay period that includes July 1, 2014, the base rate and subsequent steps for the classifications of University Police Officer 1 and 2, University Police Sergeant, and Dispatcher 1 and 2 will be increased by two percent (2.00%), or the same salary percentage increase received by the faculty bargaining unit in 2014, whichever is greater. (This means all bargaining unit employees will receive an increase of at least two percent (2.00%) at this time.)

**4.2:** New Dispatchers will normally start at the first step of the Dispatcher 1 pay range, and new Police Officers will normally start at the first step of the Police Officer 1 pay range; however, the University reserves the right to start a newly hired bargaining unit member at a higher step, based on the bargaining unit member's previous experience, education and/or qualifications. Dispatchers, Police Officers 2, and Sergeants shall be frozen at their current step for the duration of this agreement. Each Police Officer 1 who successfully completes the probationary period shall at the time be advanced to the Police Officer 2 pay range and be placed at the lowest step in the Police Officer 2 pay range to provide him/her with at least a nine percent (9%) increase in base rate of pay, and shall thereafter remain frozen at that step for the duration of this agreement. Each member of the bargaining unit who is promoted to a higher classification within the bargaining unit shall be paid at the lowest step in the higher pay range which provides him/her at least a nine percent (9%) increase in base rate of pay.

**4.3: Exemption From Bidding:** Prior to implementing the work schedule bid process provided annually in Section 14.3, the University will designate one bargaining unit member as the Task Force Officer and one as the Administrative Officer, subject to the following:

- A. Only bargaining unit members meeting the University specified standards will be considered for these positions.
- B. Each position will have a specific position description.
- C. A bargaining unit member assigned to one of these positions will continue in grade (classification) and receive regular pay increases provided to other bargaining unit members, as appropriate.
- D. The Officers will not be subject to the provisions of Article 14, ("Work Schedules"), and will work a flexible schedule, as determined by the Chief of YSU Police.
- E. The Officers are not excluded from the Health and Safety provisions in Article 31.

In addition to the above, probationary employees will be exempt from the schedule bid process found in Section 14.3 of this agreement.

**4.4: Educational Increment:** Effective with the implementation of this agreement, each member of the bargaining unit who meets specific standards of formal university or college training shall receive an additional hourly pay increment as follows:

<u>LEVEL OF EDUCATION</u>	<u>HOURLY PAY INCREMENT</u>
A. Receipt of an associate degree in criminal justice or other related degree approved by the Chief of Police.	35¢
B. Receipt of a baccalaureate degree in criminal justice or other related degree approved by the Chief of Police.	60¢

Each member of the bargaining unit who believes he/she is entitled to an hourly pay increment under the provisions of this article shall provide the University with an official copy of his/her college or university transcript as a necessary precondition to receiving the stipulated pay increment. Correspondence courses, credit for life experience or professional experience, and credit by examination shall not qualify for the Educational Increment. A bargaining unit member who qualifies for more than one of the two levels of Educational Increment shall be paid only for the highest level achieved. Those bargaining unit members who received an educational increment under the previous educational increment provision will continue to receive such increment.

**4.5: Shift differential:** Each University Police Officer 1 and 2, University Police Sergeants, and University Dispatcher 1 and 2, who works the first or third shift will be paid an additional bi-weekly \$0.30/hour for afternoon and midnight shifts. The first shift would be considered the midnight shift and the third shift afternoons. Officers and dispatchers whose bid schedule includes a split shift will be paid shift differential on a pro-rata basis. Shift differential shall be prorated if an employee requests and is accommodated a schedule change. Shift differential shall not be prorated if the bargaining unit member is required to attend training. However, bargaining unit members receiving shift differential who are on leave status for greater than 20 (twenty) consecutive working days will not be paid the shift differential for the balance of the leave.

**4.6: Emergency Closings:** When the University closes due to an emergency, pay for members of the bargaining unit shall be determined as follows:

- A. Employees whose work is interrupted by an emergency closing, and who are released from duties for the remainder of their shift, shall receive straight pay as though they had completed their scheduled hours.
- B. Employees who are scheduled to work, but who are directed by the University not to report to work due to an emergency closing, shall receive straight pay as though they had completed their scheduled hours.
- C. Employees who are working when an emergency closing occurs, and who are directed by the University to continue to work, shall receive straight pay for the hours before the effective time of the closing and overtime payment at the rate of one and one-half (1.5) times their normal rate for hours after the announcement of the closing in addition to their straight pay. In such cases, time cards will be marked to indicate regular hours and overtime hours.

- D. Employees who are scheduled to work after an emergency closing occurs, and who are directed by the University to report to work, will receive pay at one and one-half (1.5) times their normal rate for all hours worked during the closing in addition to their straight pay. In such cases, time cards will be marked to indicate regular hours and overtime hours.
- E. Employees who are not scheduled to work during a period of emergency closing, but who are directed by the University to report to work, will receive pay at two and one-half (2.5) times their normal rate for all hours worked.
- F. During the period of an emergency closing, the University will not require any employee to work who is on vacation or sick leave.
- G. If an employee is scheduled to work during an emergency closing, but is unable to reach the campus due to conditions which prompted the closing, then the employee will be charged vacation leave or leave without pay for the period of his/her scheduled shift prior to the official closing.

**4.7: OPERS Salary Reduction Pick-Up:** The University will continue to implement a "Salary Reduction Pick-Up" in accordance with applicable rulings of the Internal Revenue Service and the Ohio Attorney General. This means the University will reduce the employee's salary by the amount of the employee contribution to OPERS and will contribute that amount to OPERS as an "employer contribution" in lieu of the "employee contribution." In the event the "Salary Reduction Pick-Up" is subsequently found to be contrary to law or applicable regulations, the University will cease the "Salary Reduction Pick-Up," will cease the reduction of salary, and will have no residual obligation to members of the bargaining unit concerning the impact of cessation of the "Pick-Up" upon any employee's income tax liabilities at the state or federal level. The "Salary Reduction Pick-Up" shall apply to all pay received by members of the bargaining unit, and shall be a condition of employment for all members of the bargaining unit.

**4.8: Method of Payment:** Bargaining unit members will be paid on alternate Fridays. Payment will be made by electronic transfer so that the money will be available in the bargaining unit member's account at the beginning of the work day that Friday. If a pay day falls on a holiday, money will be available at the beginning of the first work day prior to the pay day.

## **ARTICLE 5 INSURANCE**

### **5.1: Summary of Coverage:**

**A) Eligibility:** All group insurance benefits provided in this Agreement and described in the health, dental, and life insurance booklets, shall be available to the following eligible employees and their dependents except as expressly identified within this Agreement: all permanent full-time are eligible for full benefits. Dependents are spouses/or domestic partners (for purposes of this Article, the term "domestic partner" shall apply to same-sex domestic partners only) and unmarried, financially dependent children to age 26.

**B) Maintenance of Benefits/Open Enrollment:** Except as provided in this Article, the benefits under the University's group health plan will be equivalent to or better than those provided in the certificates that are in place in Appendix J of this Agreement. Members of the bargaining unit will annually have the right to choose to enroll in the plan during the open enrollment period established by the University.

## C) Working Spouse/Coordination of Benefits:

### 1. Working Spouse Coverage Obligations.

a. If an employee's spouse is eligible to participate, as a current employee, self-employed individual (other than a sole proprietor) in a business (e.g., partner), or retiree in a group medical and/or prescription drug insurance sponsored by his/her employer, business, or employer's retirement plan, the spouse must enroll for at least single coverage in such group medical and prescription drug insurance if he/she is not eligible for Medicare on or before July 1, 2012. The use of the word "spouse" in this Article refers to a traditional spouse as well as a same-sex domestic partner.

For purposes of this section, in instances where the employer makes no monetary contribution for said coverage such plans will not be considered to be "employer sponsored" plans. This is intended to apply to situations in which the spouse is a current employee in a business. This determination will not apply to situations in which the spouse is a business owner, including partner of a company and/or firm, is a self-employed individual (other than a sole proprietor) in a business, or retiree in a group medical and/or prescription drug insurance plan.

b. This requirement does not apply to any spouse who works less than 25 hours per week AND is required to pay more than 50% of the single premium funding rate OR \$300 per month whichever is greater, in order to participate in the group medical and/or prescription drug insurance sponsored by his/her employer, business or employer's retirement plan.

c. Upon the spouse's enrollment in a group medical and/or prescription drug insurance sponsored by his/her employer, business or employer's retirement plan; that coverage will become the primary plan and the coverage sponsored by the University will become the secondary plan according to the primary plan's coordination of benefits and participation rules. The rules of O.R.C. §§ 3902.11 to 3902.14 shall govern the implementation and interpretation of these coordination of benefits rules.

d. Any spouse who fails to enroll in any group medical and/or prescription drug insurance coverage sponsored by his/her employer, business or employer's retirement plan, as required by this Section, shall be ineligible for benefits under such group medical and prescription drug insurance coverage sponsored by the University.

2. It is the employee's responsibility to advise the Plan via the University's Human Resources Office immediately (and not later than 30 days after any change in eligibility) if the employee's spouse becomes eligible to participate in group medical health insurance and/or prescription drug insurance sponsored by his/her employer, business, or employer's retirement plan. Upon becoming eligible, the employee's spouse must enroll in group medical and/or prescription drug insurance sponsored by his/her employer, business, or employer's retirement plan unless he/she is exempt from this requirement in accordance with the exemptions stated in this Section.

3. Every bargaining unit member whose spouse participates in the University's group medical and/or prescription drug insurance coverage shall complete and submit to the Plan, upon request, a written certification verifying whether his/her spouse is eligible to participate in group medical and/or prescription drug insurance coverage sponsored by the spouse's employer, business, or employer's retirement plan. If any bargaining unit member fails to complete and submit the certification form during the annual certification process, such bargaining unit member's spouse will be removed immediately from the University's medical insurance and/or prescription drug insurance coverage.

Any information not completed or provided on the certification form may be requested from the employee.

4. If a bargaining unit member submits false material information, or fails to timely advise the Plan via the Chief Human Resources Officer of a change in the eligibility of the employee's spouse for group medical and/or prescription drug insurance sponsored by his/her employer, business or employer's retirement plan within 30 days of notification of such eligibility, and such false information or failure results in the University providing medical and prescription drug benefits to the employee's spouse to which they are not entitled, the bargaining unit member will be personally liable to the University for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the University. In addition, the bargaining unit member's spouse will be terminated immediately from the group medical and/or prescription drug insurance sponsored by the University. If the bargaining unit member submits false material information in this context, the employee may be subject to disciplinary action, up to and including termination of employment.

5. The details of the working spouse limitations and coordination of benefits requirements are available upon request from the Human Resources Office.

6. For purposes of salary deduction toward premium cost sharing, families in which both spouses/domestic partner are employed by YSU have the option either to be treated as only one employee with employee +1 or family coverage or to select individual coverage and for each to pay the single salary share for premium.

7. If both spouses/domestic partners work for the University, the higher-paid employee pays for the employee +1 or family coverage.

8. An employee may opt out of health insurance benefits (medical, prescription drug, dental and/or vision) coverage upon submission of sufficient evidence, in accordance with the provisions of this Article, of such coverage from another source.

**D) Coverage Levels and Additional Coverage Features:** Effective July 1, 2012 the University will offer a plan with equal to or greater coverage as the SuperMed Plus plan as detailed in Appendix J. The University shall implement any or all of the following additional coverage features upon retaining a third party administrator who is capable of administering any or all of these features:

- Separate office visit co-pay for services of \$30 by a Specialist
- Any other changes recommended by the Health Care Advisory Committee and approved in accordance with Section 5.8.

**E) Booklets:** Eligible employees shall receive at no charge booklets listing and explaining all insurance benefits and conditions. Benefits shall be no less than those described in the booklet that applies to the effective date of the Agreement. Continuing eligible employees shall receive such booklets at no charge upon request or as necessitated by changes in the insurance program.

**F) Health Care Budgets:** The University shall establish separate accounts to monitor the healthcare budget and expenses. Regular financial statements prepared by the consultant shall be provided to the Health Care Advisory Committee.

**G) Wellness Program:** The University shall continue funding in a dedicated account for the Wellness Program. The Wellness Program shall be developed by, and oversight provided by, the Health Care Advisory

Committee. The program shall include incentives for employees in the program. The University will maintain funding in the Wellness program during the term of this Agreement.

**H) Savings:** As detailed in Appendix J, savings to the health care plan resulting from recommendations made by the Health Care Advisory Committee after ratification of this Agreement shall be used to establish reserves for run-out (up to a maximum of two and one half (2-1/2) months anticipated liability) and to cover maximum liability. Additional savings shall be used for plan enhancements or for reductions in employee contributions as recommended by the HCAC. The account balance will carry forward from fiscal year to fiscal year.

**5.1a: Premium Sharing:** Effective on the dates indicated below, eligible bargaining unit members who choose to enroll in the University's health insurance plan will contribute the following percentages of the Fully Insured Equivalent or such other calculation as detailed in Appendix J, or such lesser percentage that the University charges to any other employees, for Medical, Dental, Vision and Prescription Drug benefits:

A) Employees will contribute, via payroll deduction, an aggregate of 12% of the Funding Level in the first year of the contract (effective July 1, 2012); 15% in the second year (effective July 1, 2013); and in the third year (effective July 1, 2014) a percentage set by the University. The third year percentage will be based, in part, upon recommendations made by the HCAC. In each year of the contract, once the Funding Rates are determined for the Employee Only; Employee + One Dependent; and Family (Employee + two or more dependents) contracts, the Employer and the Union will meet to identify the flat percentage of salary within the bargaining unit that is required for Funding Level to be reached in each year of the contract. Once both sides agree to the flat percentage, it will be implemented by the University. This will occur before July 1, 2012 and each July 1 of the contract thereafter.

B) Notwithstanding the foregoing formula, employees shall pay no more or no less than the following percentages of the Funding Rates:

1. Effective July 1, 2012: Minimum 8%; Maximum 21%
2. Effective July 1, 2013: Minimum 11%; Maximum 21%

Payments shall be deducted in equal amounts from each eligible bargaining unit member's bi-weekly paychecks.

**5.1b: Office Visit Co-pay:** For the duration of the Agreement, the co-pay for office visits will be \$15.00 per visit. Office visit(s) exempt from co-pay shall remain exempt for the duration of the Agreement. All Preventative Care visit(s) shall be exempt from office visits co-pays (e.g., Mammographies, PAP, PSA, etc., see Appendix J).

**5.2: Dental Coverage:** For the duration of the Agreement, the University will provide a dental care plan for members of the bargaining unit and their dependents with benefits levels not less than those in effect as in the predecessor Agreement.

**5.3: Vision Care:** For the duration of this Agreement, the University will continue to provide a vision care plan for members of the bargaining unit and their dependents with benefits levels not less than those in effect as in the predecessor Agreement.

**5.4: Annual Physical:** Members of the bargaining unit and their covered dependents shall be provided a free annual preventive physical examination, provided such is performed by a network physician whether billed as medical or routine. A medical diagnosis will not prevent full payment.

**5.5: Prescription Coverage:** Effective July 1, 2012, the University will maintain a prescription drug program detailed in Appendix J.

**5.6: Second and/or Third Medical Opinions:** For the duration of this Agreement, a second opinion may be obtained, at the discretion of the bargaining unit member or covered dependent, prior to surgery for hemorrhoidectomy, herniorrhaphy, cholecystectomy, cataract extraction, meniscectomy, tonsillectomy/adenoidectomy, submucous resection, transurethral resection/prostate, laminectomy, hysterectomy, total knee replacement, or total hip replacement. If the second opinion differs from the first opinion, the bargaining unit member or covered dependent may choose to obtain a third opinion. The cost of the optional second opinion and/or third opinion shall be covered by the University.

**5.7: Right to Alter Carriers:** The University has the right to self-insure or change carriers as it deems appropriate, providing that the affected benefits remain comparable, but no less than present levels in each benefit category.

**5.8: Health Care Advisory Committee (HCAC):** The University and the Union support the continuance of the University Health Care Advisory Committee, as provided for in the Health Care Committee Policy and Guidelines. The Union representatives to the HCAC shall consult their governing bodies prior to proceeding with any recommendations. The HCAC shall recommend options that are mutually beneficial to employees and the University. Where a recommendation would alter the terms of the collective bargaining agreement a properly executed memorandum of understanding signed by the Union and the University designees shall be executed implementing such recommendations as if ratified by the bargaining unit.

**5.9: Section 125 Benefits:** The University will contract with a carrier to serve as Third Party Administrator (TPA) for Section 125, those plans are premium pass-through, flexible spending account and dependent care account benefits for University employees. Eligibility for and use of this program shall be governed by IRC Section 125. There shall be no initiation or sign-up fees for employees. Monthly administrative charges, if any, for the TPA shall be paid by payroll deduction by those employees selecting this benefit and shall not increase during the life of this Agreement. Employee contributions under Section 125 shall also be made by payroll deduction up to a maximum of \$5,000.00 per account. An individual selecting this plan shall participate in the plan from January 1 to December 31.

**5.10: Catastrophe Benefits:** Any member of the bargaining unit who is injured effecting an arrest or by gunshot, knife wound, severe beating, vehicular assault, or vehicular accident in pursuit of a suspect, and as a result is unable to perform his/her duties for a period of two months or longer, shall receive a lump sum payment of six thousand dollars (\$6,000). If a bargaining unit member dies from injuries from said incident within ninety (90) days, a payment of six thousand dollars (\$6,000) shall be made to the estate of the bargaining unit member. These provisions are subject to the following exceptions and limitations:

- A. This provision shall not apply to any incident involving any gunshot, knife wound or vehicular assault or accident that is self-inflicted.
- B. Any injured bargaining unit member is subject to the physical examination provided for in Section 21.8.
- C. Only one payment of six thousand dollars (\$6,000) will be paid for each incident.

- D. This benefit for effecting an arrest, severe beating, vehicular assault or vehicular accident shall apply only in cases in which the employee is hospitalized for forty-eight (48) hours or longer as a result of the incident.

In the event a bargaining unit member dies as a result of an incident described above, the University will pay to the bargaining unit member's estate an amount equal to the cash value of all accrued but unused sick leave as of the date of death, computed at the bargaining unit member's last hourly rate of pay.

**5.11: Life Insurance – Retirees Conversion Policy:** Bargaining unit members who retire with ten (10) or more years of University service may maintain group term life insurance equal to the amount of insurance in effect as of the date of their retirement [rounded to the nearest multiple of one thousand dollars (\$1,000)] to a maximum of seventy-five thousand (\$75,000) by paying the University the cost of the insurance established by the carrier for persons in the retiree's age bracket.

**5.12: Life Insurance – Active:** The University will provide at no cost to the bargaining unit member, term life insurance in an amount equal to two and one half (2-1/2) times the bargaining unit member's annual salary (hourly rate X 2080). Each bargaining unit member's group term insurance shall be subject to a cap of two hundred fifty thousand dollars (\$250,000) for the term of this Agreement. Bargaining unit members may waive insurance coverage in excess of \$50,000.

**5.13: Long-Term Disability Benefit Policy:** The University will provide a group long-term disability benefit plan to members of the bargaining unit who have not yet qualified for such coverage under the Ohio Public Employees Retirement System or a comparable state retirement fund, with coverage for such bargaining unit member to continue only until he/she becomes eligible for disability benefits under such state fund.

**5.14: COBRA Rights:** If a bargaining unit member terminates his/her employment or separates from the University, the University will notify the employee of his/her right to choose to continue his/her healthcare plan under the federally mandated COBRA program.

**5.15: Voluntary Long-Term Care Coverage:** If the University is able to locate a vendor, it will provide a bargaining unit member an opportunity to enroll in Long-Term Disability coverage through payroll deduction at the employee's expense.

**5.16: Voluntary Life Insurance Coverage:** The University will provide a bargaining unit member an opportunity to purchase additional life insurance through payroll deduction at the employee's expense.

**5.17: Coverage Eligibility for Approved Leaves:** The parties acknowledge that employees on approved leaves will be required to maintain timely employee premium contributions or lose eligibility for such coverage.

## ARTICLE 6 GRIEVANCE PROCEDURE

**6.1: Definition:** The purpose of this Article is to set forth a prompt and equitable method for resolving disputes between the parties during the term of this Agreement. Under this Article, a member(s) of the bargaining unit or the F.O.P. may file a grievance in which he/she claims there has been a violation of this Agreement. Nothing in this Article is intended to discourage or prohibit informal discussion of a dispute prior to the filing of a formal grievance.

**6.2: Procedure:** A grievance is filed at Step 1 unless the parties agree that it is properly initiated at Step 2 or Step 3. A grievance is filed on the form which appears in Appendix F to this Agreement, after the grievant secures a grievance number from the Chief Human Resources Officer or his/her designee. A grievance must be filed within twenty (20) days of the event giving rise to the grievance, or within twenty (20) days after the grievant knew the facts which are the subject of his/her grievance. All references to "days" in this Article are to calendar days. The time limits specified in this Article may be extended only by the mutual agreement of the parties. If the grievant, or the union, fails to appeal a disposition of a grievance within the specified time limits, the grievance shall be considered settled on the basis of the last disposition by the University. If the University fails to reply within the specified time limit, the grievance shall automatically be advanced to the next level of the grievance and arbitration procedure.

**6.3: Grievance Hearings:** Each grievance hearing will be conducted by the designated administrator in an effort to determine what if any violation of this Agreement has occurred. Hearings will be attended by the grievant and by a representative(s) designated by the F.O.P. If a grievance hearing is held during the working hours of the grievant and/or one (1) F.O.P. representative, the grievant and/or the F.O.P. representative shall be paid for the time spent at the grievance hearing. However, within these limitations, the University will, to the extent feasible, seek to schedule hearings at convenient times.

**6.4: Independent Grievances:** An employee shall have the right at any time to present a grievance to the University, and to have such grievance adjusted without the intervention of the F.O.P. or F.O.P. representative, provided that the adjustment is consistent with the terms of the Agreement; and provided that the F.O.P. has been given the opportunity to have a representative present at such adjustments.

**6.5: Class Action Grievances:** When a group of two or more employees are eligible to file a grievance, the grievance may be filed on behalf of the affected employees by the Staff Representative of the F.O.P./O.L.C. Any such class action grievance shall include a list of employees that are covered by the grievance.

**6.6: Step 1:** Within twenty (20) days following an occurrence the grievant believes to be a violation of this Agreement, the grievant may formally file a grievance by securing a grievance number from the Chief Human Resources Officer, or his/her designee, by completing a Grievance Form, and by submitting the completed form to the Chief of the YSU Police, with a copy to the Chief Human Resources Officer, or his/her designee. Within ten (10) days after receiving the grievance, the Chief of Police will hold a grievance hearing, and within ten (10) days following the hearing he/she will complete a Grievance Disposition Form, distributing the original to the grievant and providing a copy to the F.O.P. Within ten (10) days following the receipt of the Chief of Police's Step 1 disposition, the grievant may appeal the disposition to Step 2 by completing and distributing a Grievance Disposition Reaction Form.

**6.7: Step 2:** Within ten (10) days following receipt of an appeal from a Step 1 disposition, the Vice President for Administration, or designee, will either hold a grievance hearing or complete and distribute a Grievance Disposition Form, in the latter case providing the original to the grievant and a copy to the F.O.P. If the Vice President for Administration, or designee, holds a grievance hearing, he/she shall execute and distribute a Grievance Disposition Form within ten (10) days following the hearing. A hearing is required if the grievance is filed initially at Step 2. Within ten (10) days following receipt of the Vice President for Administration's, or designee's, Step 2 disposition, the grievant may appeal the disposition to Step 3 by completing and distributing a Grievance Disposition Reaction Form.

**6.8: Step 3:** Within ten (10) days following receipt of an appeal from Step 2, the Chief Human Resources Officer, or his/her designee, shall either hold a grievance hearing or complete and distribute a Grievance Disposition Form, in the latter case, providing the original to the grievant and a copy to the F.O.P. If the Chief

Human Resources Officer, or designee, holds a grievance hearing, he/she shall complete and distribute a Grievance Disposition Form within ten (10) days following the hearing. A hearing is required if the grievance originates at Step 3.

**6.9: Step 4:** Within ten (10) days following receipt of the Chief Human Resources Officer's, or designee's, Step 3 disposition, the grievant may appeal the disposition to Step 4 by completing a Grievance Disposition Reaction Form and hand-delivering it to the office of the Chief Human Resources Officer. The grievance will be advanced to binding arbitration if the F.O.P. supports the arbitration of the grievance by so advising the Chief Human Resources Officer, in writing, not later than thirty (30) days following the timely hand-delivering of the grievant's appeal to Step 4 to the office of the Chief Human Resources Officer.

**6.10:** Within ten (10) days after giving written notice that it supports the arbitration, the F.O.P. must request from the Federal Mediation and Conciliation Service a panel of seven (7) arbitrators whose primary addresses are within a 200 mile radius of Youngstown, Ohio. A copy of the union's request to FMCS must be sent simultaneously to the Chief Human Resources Officer. If the parties are unable to agree upon which of those seven nominees shall serve as an 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. Each 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.

**6.11: Arbitrability:** The following matters are not arbitrable: the removal of a probationary employee, alleged violations of Article 12 ("Non-Discrimination"), any matter subject to the jurisdiction of the Ohio State Personnel Board of Review, or the State Employment Relations Board, and any matter not directly relating to the meaning and application of the terms of this Agreement. If there is a question concerning arbitrability, either party may request that the arbitrator rule on the arbitrability of the grievance. If the arbitrator finds the grievance to be arbitrable, he/she shall proceed to hold a hearing on the merits of the grievance.

**6.12: Arbitrator's Authority:** The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

**6.13: Costs:** Arbitration hearings will be held on the University campus, in facilities provided at no cost by the University. The fees and expenses of the arbitrator shall be shared equally by the parties. Other expenses will be borne by the party incurring them.

**6.14:** A bargaining unit member requested to appear at an arbitration hearing by either party shall attend. If this occurs during his/her regularly scheduled shift, he/she shall be paid at the regular rate. Any request for the attendance of witnesses shall be made in good faith, and at no time shall more than three (3) bargaining unit members be present on behalf of and/or at the request of the F.O.P.

**6.15: Award:** The arbitrator's decision and award will be in writing and the parties will request that it be delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

**6.16: Other cases:** The provisions of this article shall be available to the University to resolve disagreements with the F.O.P. concerning the terms of this Agreement, following the submission in writing to F.O.P. of the matter of disagreement and a meeting of the parties in lieu of the Step 3 hearing provided herein.

6.17: The parties intend that in accordance with the provisions of the Ohio Revised Code 4117.10(A), the Ohio State Personnel Board of Review shall have no jurisdiction during the term of this Agreement over any matter addressed by the provisions of this Agreement.

## **ARTICLE 7 UNIVERSITY/F.O.P. RELATIONS AND RESPONSIBILITIES**

7.1: The parties agree that it is desirable that they develop and maintain a working relationship of mutual respect. The parties agree further that each party shall be totally free of interference from the other in the selection of individuals designated to fulfill the various responsibilities of each party described in this Agreement. Finally, the parties affirm their mutual commitment to the principle that each party to the Agreement shall provide whatever financial or human resources necessary to fulfill its obligations under this Agreement. The F.O.P. agrees that there shall be no F.O.P. activity during paid working hours, except as explicitly provided for by this Agreement. The University agrees that it shall take appropriate steps to see that all employees shall have the opportunity to enjoy the provisions of this Agreement, regardless of their scheduled working hours subject to specific provisions elsewhere in this Agreement.

7.2: Representatives of the University and the F.O.P. shall meet regularly at mutually convenient times to discuss informally matters of mutual concern. Either party may formally request that a specific topic be discussed, providing the request is made in writing a minimum of five (5) working days prior to the scheduled meeting. Unless otherwise required by law or unless otherwise agreed to elsewhere in this agreement there shall be no obligation on the part of the University or the F.O.P. to renegotiate or reopen any provisions of this Agreement during any meeting with representatives of the other party.

7.3: Aggregate leave of up to fourteen (14) days each year shall be granted to no more than four (4) duly elected delegates of the Youngstown State University Chapter of the F.O.P. to attend the F.O.P.'s conventions, functions, and meetings, provided that only two (2) bargaining unit members may use this leave at the same time. This means one member of the bargaining unit at eight (8) days, or two members of the bargaining unit at four (4) days. A minimum of thirty (30) days written notice shall be provided to the University prior to taking such leave. Leave for this purpose shall be paid leave and considered in active pay status.

7.4: Either party to this Agreement shall furnish the other, upon written request, information related to the negotiation or administration of the Agreement, provided such information is available and can be furnished at reasonable expense, such request allows reasonable time to assemble the information, and the party from whom the information is sought may determine the form in which such information is submitted. The Union will receive a copy of the annual budget, agendas and minutes of the meetings of the Board of Trustees, quarterly report of the membership of the bargaining unit, quarterly and year-end financial reports, copies of all reports filed with the State Employment Relations Board at the time of filing and communications distributed generally to classified bargaining unit members of the University. F.O.P. will provide the University with copies of written communications distributed to the general membership of the bargaining unit. Each member of the bargaining unit will receive a report of his/her sick leave, compensatory time and vacation balance each pay period.

7.5: The University agrees to provide the Union with copies of such written work rules as are promulgated by the University in accordance with this Agreement. However, it is clearly understood by the parties that many situations are not at this time and never will be described in such written work rules. Bargaining unit employees will not be disciplined for action or conduct that is consistent with written work rules or policies.

7.6: The parties agree that physical violence, discriminatory harassment, and threats of physical violence are unacceptable in any relationship between employees of the University. Disputes concerning alleged discriminatory harassment may be grieved, but the grievance may not be appealed beyond step 3; this means that grievances of this nature may not be submitted to arbitration.

7.7: Any bargaining unit member who leaves the department will lose seniority in the bargaining unit on a time-for-time basis.

## **ARTICLE 8 RETAINED RIGHTS**

The University retains all rights necessary to operate the University, except as those rights may be modified by the provisions of this Agreement. These retained rights include but are not necessarily limited to the general grant of authority specified in Ohio Revised Code 3356. These retained rights include but are not necessarily limited to those rights commonly known as management rights, which are delineated in Ohio Revised Code 4117 (Am. Sub. S.B. 133). These retained rights include but are not necessarily limited to the right to:

- A. Conduct and grade civil service examinations, rate candidates, establish eligibility lists; and make original appointments therefrom; or, alternatively, to post announcements for positions to be filled by original appointment from among qualified applicants responding to the posting, and to make appointments from the pool of applicants;
- B. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- C. Direct, supervise, evaluate, or hire employees;
- D. Maintain and improve the efficiency and effectiveness of governmental operations;
- E. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- F. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- G. Determine the adequacy of the work force;
- H. Determine the overall mission of the employer as a unit of the government;
- I. Effectively manage the work force;
- J. Take actions to carry out the mission of the public employer as a governmental unit.

## ARTICLE 9 F.O.P. RIGHTS

9.1: In addition to other rights and privileges accorded to the F.O.P. elsewhere in this Agreement, the F.O.P. shall have the rights specified in this article for activities related to the administration of this Agreement and the members of the bargaining unit defined herein.

9.2: Duly authorized representatives of the F.O.P. shall have access to the University premises for the purpose of transacting official F.O.P. business consistent with the Agreement, providing this shall not interfere with or disrupt the normal conduct of University affairs.

9.3: The F.O.P. shall be permitted reasonable use of University rooms for meetings on the same basis as other employee groups, e.g., the YSU-OEA.

9.4: The F.O.P. shall be permitted exclusive use of one (1) University bulletin board and one (1) storage locker in the YSU Police Department, and reasonable access to mailboxes and mail service for communication with members of the bargaining unit.

9.5: The F.O.P. shall have the right to utilize the University printing/reproduction services for the duplication of printed matter on the same basis as other employee organizations, provided the University is paid for such duplication. The F.O.P. shall have the use of a mailbox at the Materials Management Mail Room, at no cost to the F.O.P. These privileges shall be available only for activities directly related to F.O.P.'s role as exclusive representative. Abuse of these privileges shall be grounds for termination of the privileges.

9.6: Copies of this Agreement shall be printed at the University's expense and distributed to each member of the bargaining unit. The University shall provide the F.O.P. with an additional ten (10) copies. The University and the F.O.P. will jointly post a copy of the Agreement on the Human Resources Web site. The F.O.P. may purchase additional copies at the University's cost of production.

9.7: The University shall recognize four (4) Union stewards designated by the Union. Stewards shall be authorized to investigate grievances and to represent employees in grievance adjustments, as provided by Article 6 ("Grievance Procedure"). The Union shall inform the University in writing of those employees designated as stewards prior to the University's recognition of those persons as stewards. The Union will notify the University promptly of changes in the list of stewards.

9.8: Union stewards recognized in Section 9.7, shall be permitted up to one and one-half (1.5) steward-hours each week to investigate grievances during the paid working hours of the stewards. The one and one-half (1.5) hours shall apply to all recognized stewards, that is, one (1) steward at one and one-half (1.5) hours or two (2) stewards at seventy-five hundredths (.75) hour, etc. The steward-hours, if unused in a given week(s), may accumulate to a maximum of five (5). The Union agrees that this time will be devoted exclusively to a good faith effort to resolve labor management problems arising from the provisions of this Agreement, and will not be abused. Advance permission must be granted by the steward's supervisor and by the chief steward or Union president prior to investigation of a grievance during paid hours. If a steward leaves his/her work area to investigate a grievance in another work area, the steward will also secure the permission of the supervisor in the grievant's area before talking to the grievant. The University agrees that permission to investigate a grievance will not be denied unreasonably. No individual steward may devote more than six (6) hours of paid time to grievance investigation during a given week without the permission of the University. The Union will advise the University in writing once each month of the activities of the Union stewards engaged in under the provisions of this section of the Agreement, specifying the amount of time spent by each recognized steward.

9.9: The Union shall be forwarded a copy of the following information within five (5) days of the employment of an employee new to the bargaining unit; name, home address, home phone, classification, area assigned, date and effective date of employment.

## **ARTICLE 10 DUES DEDUCTION**

10.1: Upon receipt of written authorization of payroll deductions, the University will deduct from the first paycheck of each month F.O.P., Ohio Labor Council, Inc., dues and assessments in the amount specified by the F.O.P. from the paycheck of a bargaining unit member. Dues so deducted will be forwarded within thirty (30) days to the F.O.P. Ohio Labor Council, Inc., 222 E. Town Street, Columbus, Ohio 43215.

10.2: Upon proper individual authorization, the University shall administer the following payroll deductions each pay period:

- A. Up to two tax-exempt charitable organizations, including United Way;
- B. U.S. Government Savings Bonds;
- C. Tax-sheltered annuities, Individual Retirement Accounts (IRA), and IRS approved 403(b) programs;
- D. Associated School Employees Credit Union;
- E. The YSU Annual Fund

A bargaining unit member may enroll in a tax-sheltered annuity program once a year.

10.3: The F.O.P. hereby agrees to hold the University harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the F.O.P. shall indemnify the University for any such liabilities or damages that may arise.

## **ARTICLE 11 FAIR SHARE FEE**

11.1: Each member of the bargaining unit who is not a member of the F.O.P. shall, on the effective date of the Agreement or sixty (60) days after the effective date of appointment to a bargaining unit position, have a "fair share fee" deducted from his/her pay and forwarded to F.O.P. Ohio Labor Council, Inc. F.O.P. will annually certify to the University the amount of the fair share fee, which shall not exceed the amount of regular membership dues then currently being paid by members of the F.O.P.

11.2: This article is in all respects subject to O.R.C. Section 4117.09, including the rebate procedure and conscientious objector provisions thereunder.

11.3: The F.O.P. hereby agrees to hold the University harmless from any and all liabilities or damages, including attorney fees, which may arise from the performance of its obligations under this article and the F.O.P. shall indemnify the University for any such liabilities or damages, including attorney fees, that may arise.

**ARTICLE 12  
NON-DISCRIMINATION**

**12.1:** The University and the Union reaffirm their mutually held responsibility, under federal and state laws and executive orders relating to fair employment practices, that no individual shall be unlawfully discriminated against on the basis of race, color, age, religion, sex, national origin, disability, sexual orientation, or identity as a disabled veteran or veteran of the Vietnam era.

**12.2:** The University and the Union agree that neither shall discriminate against any individual on the basis of membership or non-membership in the Union or on the basis of lawful participation or refraining from participation in the activities of the Union.

**12.3:** The parties agree that our society presently offers various sources of relief to persons found to have been victims of discrimination, such as the Ohio Civil Rights Commission, Equal Employment Opportunity Commission and the State Employment Relations Board. The parties further agree that any individual who believes that he/she has been unlawfully discriminated against, in violation of the provisions of this article, shall proceed to file a complaint with the University Affirmative Action Officer, or with other appropriate agency(ies), but that such complaints shall not be processed under the provisions of Article 6 ("Grievance Procedure") of this Agreement.

**ARTICLE 13  
HEADINGS**

It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of said Article nor affect any interpretation of any such Article.

**ARTICLE 14  
WORK SCHEDULES**

**14.1:** Each non-probationary member of the bargaining unit shall be afforded the opportunity to bid on a work schedule by seniority in the classification. The work schedule shall normally consist of eight (8) consecutive hours a day and forty (40) hours a week, consisting of five (5) consecutive eight-hour days. However, the parties may mutually agree to alternative work schedules. The actual bidding process is outlined in Section 14.3.

**14.2:** Changes in non-probationary employees' normal work schedules shall be posted in writing on a bulletin board in the department or work unit a minimum of five (5) calendar days prior to the effective date of the change, except when earlier notification is mutually agreeable to the employee and the University, and except when changes are necessitated by emergency. The announcement shall specify the duration of the schedule change. Only the President, Chief of YSU Police or his/her designee are authorized to declare that an emergency exists.

**14.3:** The work schedule each non-probationary bargaining unit member works shall be determined by a bidding process as follows:

- A. Each job classification shall have separate bidding.

- B. Seniority by classification will determine the sequence of who bids first, second, third, etc. The member who has the greatest classification seniority will have the first bid, the member who has the 2nd greatest classification seniority will bid 2nd, etc. This procedure will prevail down to the bargaining unit member with the least amount of classification seniority who will have the final bid.
- C. The "Bid Sheet" will be posted on the F.O.P. bulletin board a minimum of four (4) weeks prior to taking effect. Within one (1) week, each member will sign the sheet promptly next to the open slot he/she wishes to work.
- D. Employees will bid work schedules once per year in conjunction with the spring semester. The work schedule shall take effect on the first Sunday of the first week of the spring semester.
- E. The "Bid Sheet" shall state the effective dates (Starting/Ending) Shift & Hours, Days Off. Each member shall receive a copy of the entire work schedule after it has been completed.

**14.4:** The University may reassign employees from one shift to another when the University determines such action is necessary. In making such reassignments, the seniority, by classification of the non-probationary employees involved, will govern and a non-probationary employee may reject a reassignment provided he/she is senior, by classification, to another non-probationary employee in the department who is qualified to perform the necessary work. If the reassignment is undesirable to all the available non-probationary employees in the classification affected, the least senior non-probationary employee, as provided in Section 14.5, will be assigned to the shift in question.

**14.5:** For purposes of work schedules, seniority shall be calculated from the effective date of appointment of the employee's current period of uninterrupted service in his/her present classification as a member of the regular full-time classified Civil Service staff of the University. (This means that if any member of the bargaining unit has left or been separated from the employment of the University and subsequently has been reappointed to a different position in the University's classified Civil Service staff, his/her seniority for purposes of work schedules shall be calculated from the latest effective date of employment in his/her present classification as a member of the full-service classified Civil Service staff of the University.) Employee seniority lists shall be maintained by the University and will be furnished to the F.O.P. during the months of October and March.

**14.6:** The University reserves the right to determine the method whereby employees' arrival at and departure from work are recorded; such methods may include time clocks, sign-in sheets, or other methods as appropriate. No employee shall sign in or clock in for another employee.

**14.7:** Employees who are late for work shall be docked no more than the time of tardiness. If an employee is occasionally tardy for work for a period of fifteen (15) minutes or less, the employee may request to make up the work missed on the day of tardiness at the end of his/her shift. Such requests will not be unreasonably denied if the make-up is practicable in terms of the operation of the department or work area. It is understood that "occasionally" means no more than twice monthly. It is also understood that abuse of this provision shall be grounds for denying all such requests to an individual, and that non-occasional tardiness may be grounds for disciplinary action.

**14.8:** No bargaining unit member shall work continuously for more than sixteen (16) hours, except when an emergency has been declared, as provided in Section 15.6.

## ARTICLE 15 OVERTIME

**15.1:** Employees who are in active pay status, excluding the use of paid sick leave, for more than forty (40) hours in a given week, at the direction of the University, shall be paid overtime at one and one-half (1.5) times regular pay or, at the discretion of the employee, receive compensatory time off at the rate of one and one-half (1.5) hours for each hour of overtime worked. "Week" means the 168-hour period from 12:01 a.m. on Sunday through midnight at the end of the following Saturday. Compensatory time off must be taken when such time off shall not be unduly disruptive to the University's operations, but not later than the end of the last full pay period in the month of August of the year in which the overtime is worked. Compensatory time not taken in accordance with the preceding sentence will be paid off at the bargaining unit member's current rate of pay. A bargaining unit member may not exceed a 480-hour compensatory time balance. If a 480-hour balance exists, the employee will automatically be given pay for any overtime worked.

**15.2:** An overtime opportunity exists when the University needs the services of one (1) or more members of the bargaining unit for more than forty (40) hours of work or active pay status, excluding the use of paid sick leave, in a given week. The University will rotate overtime opportunities among members of the bargaining unit who regularly perform the duties to be performed on an overtime basis. The University will maintain a roster of overtime assignments to members of the bargaining unit, and will post the roster in the YSU Police office. Overtime shall be offered to the bargaining unit member in the job classification needed who has the least aggregate overtime credit for overtime worked or refused; provided, the University shall have the right in unusual circumstances to assign overtime outside the ordinary rotation. Furthermore, no employee will be eligible to work overtime for at least twenty four (24) hours after the end of the shift for which the employee reported off sick. The University will make every effort to schedule at least one full-time bargaining unit member to overtime details that require more than one police officer. The University reserves the right, however, to schedule overtime in view of the needs of the event and the resources available to the group associated with a particular event.

**15.3:** The overtime roster shall lapse on December 31 of each year and be reestablished effective January 1 of the following year. The overtime rosters listing the bargaining unit members' aggregate hours will be updated weekly. The aggregate hours listing will not include those hours spent by a bargaining unit member while in court on behalf of the University, or while attending University disciplinary hearings.

**15.4:** A bargaining unit member who is offered but refused an overtime opportunity shall be credited on the roster with the amount of overtime refused, subject to the following limitations and exceptions:

- A. If more than one event or activity occurs simultaneously or overlaps, the employee who is absent or refused the opportunity shall be charged only with the amount of hours of the event with the shorter duration.
- B. Refusal of overtime will not be credited against a bargaining unit member if the overtime offer is made within two (2) hours of the start of the overtime.
- C. When a bargaining unit member is scheduled to attend training session(s) for compensatory time only, this time shall not be considered actual overtime and not be charged to the member's total aggregate hours on the overtime roster.
- D. Bargaining unit members who are offered overtime, for replacement of employees due to unscheduled absences or other unanticipated events, will promptly accept or decline the opportunity. In the event a bargaining unit member's residence is contacted and the bargaining

unit member does not accept the overtime opportunity immediately, the University may move to the next eligible bargaining unit member on the overtime list.

- E. Scheduled overtime opportunities will be forwarded to the appropriate person for staffing a minimum of seven (7) days prior to the date of the event. It is agreed that there may be times when an unanticipated overtime assignment becomes available and it may not be possible to have this information forwarded by the deadline above. In all cases, copies of the Request for Police Services and Call Out Sheets will be forwarded to the President of the FOP Labor Council. Bargaining unit members who are contacted for overtime opportunities will accept or decline the overtime opportunity as quickly as possible, but in no case later than twelve (12) hours from the time the overtime was offered. Contact includes messages left with another party, answering machines, pagers, or cell phones. If a bargaining unit member fails to accept or decline the overtime opportunity within the time period specified above, he/she will forfeit the overtime opportunity and be charged with a refusal on the Aggregate Overtime Roster. Copies of all completed Aggregate Overtime Rosters will be forwarded to the FOP.

**15.5:** When an employee works during hours outside of his/her regularly scheduled workday, and those additional hours do not abut his normal workday, the employee shall be paid the larger of A) five (5) hours of regular pay, or B) the actual number of hours worked at one and one-half (1.5) times the employee's regular hourly rate of pay. This provision applies to appearances in court on behalf of the University.

**15.6:** An emergency exists when the Chief of YSU Police, President, or his/her designee, determine current or potential conditions on the YSU campus warrant the immediate call out or hold over of bargaining unit members is necessary for the health or safety of the University community. If an emergency occurs which results in the University having to assign members of the bargaining unit to additional duty or to modified schedules with less notification than is specified by Section 14.2 ("Work Schedules"), the University will provide affected bargaining members with as much advance notice as is feasible, will rotate overtime opportunities among bargaining unit members to the extent feasible, and a representative of the University will meet with the F.O.P. promptly to discuss the nature of the emergency and the manner in which it was accommodated. If the YSU Police Chief or his designee determines that any extra detail or shift cannot be adequately staffed as a result of the inability to obtain intermittent, part-time, or full-time employees, a bargaining unit member may be required to work the assignment. These assignments will be made on a rotating basis according to least seniority. That is, the bargaining unit member with the least seniority in the classification will be required to work the first such assignment, the next least senior bargaining unit member in the classification the second such assignment, and so on.

**15.7:** A bargaining unit member who does not want to work regular, non-emergency overtime may waive his/her right to the rotational opportunity to work overtime established in this Article.

**15.8:** Should it become apparent that the University has erred by failing to offer overtime to the qualified individual with the smallest aggregate of overtime--worked or refused--the University shall have the opportunity to correct the error by granting the employee involved the next normal opportunity for overtime within his/her overtime group.

**15.9:** A bargaining unit member required to work continuously for more than sixteen (16) hours in accordance with Sections 14.8 and 15.6 shall be paid at two and one-half (2.5) times regular pay for each hour exceeding sixteen (16) hours.

## **ARTICLE 16 HOLIDAYS**

**16.1:** The University shall observe those legal holidays established by the State of Ohio. Those holidays are: the first day in January, the third Monday in January, the third Monday in February, the last Monday in May, the fourth day of July, the first Monday in September, the second Monday in October, the eleventh day of November, the fourth Thursday in November, and the twenty-fifth day of December, and any day appointed and recommended by the governor of the State of Ohio or the president of the United States.

**16.2:** For purposes of pay, holidays shall be those days enumerated in Section 16.1 above, regardless of whether the University formally observes the holiday on that day or on another day. To be eligible for holiday pay, a bargaining unit member must actually work or be approved to take paid leave, other than sick leave, his/her entire scheduled workday immediately preceding the holiday and his/her entire scheduled workday immediately following the holiday. The only exceptions are when the employee actually works the holiday and when the employee is on approved FMLA leave.

If an employee is not scheduled to work on a holiday, and has forty (40) hours in active pay status, excluding the use of paid sick leave, during the week in which the holiday falls, he/she shall be paid one and one-half (1 ½) times his/her hourly rate of pay for the holiday on which he/she did not work. However, at the employee's option he/she may request the hours earned be added to the employee's total hours of Compensatory Time instead of receiving pay. The method used to determine which bargaining unit members work a holiday will be determined by the classification seniority of the persons normally scheduled to work each shift that holiday. The hours worked on a holiday will not be considered overtime and subsequently not be added to a bargaining unit member's total aggregate hours.

**16.3:** A member of the bargaining unit who is required to be on duty on a holiday observed by the University, as defined in Section 16.1, shall be paid an additional one and one-half (1.5) times his/her hourly rate of pay if the duty falls within his/her regular forty (40) hour work week. An employee who is scheduled to work on a holiday and reports off sick will be required to request the use of sick leave for the time missed.

## **ARTICLE 17 EVALUATIONS**

**17.1:** An employee shall have his/her performance officially rated or evaluated by the Chief of the YSU Police or his/her designee once during the first half of the probationary period, once during the second half of the probationary period, and at least once each year thereafter. The performance evaluation form to be used in evaluation appears as Appendix G to this Agreement.

**17.2:** When an evaluator has completed an evaluation, he/she will meet with the employee during working hours to review and discuss the evaluation; to answer questions concerning the evaluation and to clarify it; and to provide such information as is available and relevant to the evaluation. (If work records in the department are utilized in preparing the evaluation, the employee will have an opportunity to review those records.)

**17.3:** The employee shall sign the evaluation form. The employee's signature shall certify that he/she has reviewed the evaluation, but will not necessarily indicate agreement with it. The University will provide the employee with a copy of the evaluation at the time it is inserted in the official personnel file.

**17.4:** An employee who believes that the procedural requirements of this Article have not been met, or who believes that the information upon which an evaluation was based was improper (i.e., erroneous, incomplete,

untimely, or irrelevant), may file a grievance under the provisions of Article 6 ("Grievance Procedure"). Such grievance may be processed through step 3 of the grievance procedure. However, grievances over evaluations shall not be arbitrable. If the adjustment of the grievance includes a determination that the evaluation was procedurally flawed or based upon improper information, the University will nullify the evaluation and direct that it be redone. If an employee disagrees with the judgment of the evaluator, the employee may 1) so note on the evaluation form; 2) so note, with comments in the "Employee's Comments" section of the form; and/or 3) forward to the Chief Human Resources Officer, or his/her designee, within thirty (30) days following the insertion of the evaluation into the personnel file, a written statement expressing disagreement with the evaluation. Comments forwarded to the Chief Human Resources Officer, or his/her designee, under this provision will be appended to the evaluation form in the personnel file.

## **ARTICLE 18 STANDARDS OF PROFICIENCY**

**18.1:** Members of the bargaining unit who are sworn police officers shall meet and maintain reasonable standards of proficiency and fitness for office. The University will make a reasonable effort to assist sworn police officers in maintaining standards of proficiency.

**18.2:** The failure of a bargaining unit member to meet minimum standards in the areas listed herein shall be grounds for disciplinary action which may include: reduction of classification, transfer to another existing department in the University for which the individual possesses the qualification, or possible separation from the University.

**18.3:** Each sworn officer shall maintain certification by the Ohio Peace Officer Training Council in conformity with Ohio law.

**18.4:** Each sworn officer shall annually demonstrate his/her proficiency with the firearm he/she is directed to carry by meeting the standards provided in Appendix H, YSU/F.O.P. Standards of Proficiency: Firearms.

**18.5:** Each sworn officer may be required by the University to receive a physical examination from his/her personal physician. The employee's personal physician will complete and return to the University a medical form which appears as Appendix I to this Agreement. The form will be classified as "Confidential" and, if appropriate, will be made available to a health education expert designated by the University who will consult with the officer and recommend a voluntary, individualized fitness program based on age, sex and present condition. The officer shall utilize his/her insurance plan from the University which provides for an annual examination to cover the cost of such exam. If any costs of the exam are not covered by the officer's insurance coverage, the expense will be paid by the University. If the University wishes to have its designated physician also conduct an examination of the officer, the University shall be responsible for the entire cost of such exam. The physical examinations will not include any testing for sexually transmitted diseases.

## **ARTICLE 19 PERSONNEL FILES**

**19.1:** An official personnel file shall be maintained in the office of the Chief Human Resources Officer or his/her designee for each member of the bargaining unit. Personnel files are maintained and access provided to them in accordance with law, including Ohio Revised Code 1347 (Personal Information Systems).

19.2: Each employee shall have access to his/her official personnel file at reasonable times. The University will also grant access to an employee's official personnel file to the employee's designated representative, upon written authorization of access by the employee.

19.3: An employee who has reason to believe that there are inaccuracies in materials contained in his/her personnel file shall have the right to submit a memorandum to the Chief Human Resources Officer or his/her designee requesting that the documents in question be reviewed to determine their appropriateness in the personnel file.

19.4: The University shall promptly review requests received under the provisions of Section 19.3. If the University concludes that the material is inappropriate for retention in the employee's personnel file, the material shall be removed and the employee so informed. If the University concludes that the material is appropriate for retention in the file, the University shall so inform the employee; in this event the employee shall have the right to submit a written statement noting his/her objections to the material in question, and the Chief Human Resources Officer or his/her designee shall attach the employee's statement to the material objected to and shall include a note in the personnel file indicating that any person reviewing the original material should also review the employee's objections to the material.

19.5: An employee shall be given by campus mail a copy of any document which is to be placed in his/her personnel file but which does not include as part of its normal distribution a copy to the individual, or which does not originate with the individual.

19.6: Materials related to disciplinary action shall be removed from the individual's personnel file upon his/her written request, providing thirty-six (36) months have transpired since the insertion of the material into the employee's file without intervening occurrences of disciplinary action. Material removed under the provisions of this section will not subsequently be used in any disciplinary or termination hearings.

19.7: Job evaluations shall be removed, at the request of the employee, provided the evaluations have been on file for at least five (5) years.

19.8: Unsuccessful bids for vacancies and "Regret Letters" shall not be placed in an employee's personnel file.

## **ARTICLE 20 VACATION**

20.1: Effective upon the beginning date of this agreement, each member of the bargaining unit will earn annual vacation leave according to his/her number of years of service with the University. However, any bargaining unit member who had been earning vacation leave prior to the above date according to his/her years of service with the University and the State of Ohio's political subdivisions will continue to earn vacation based upon the combined service time. Furthermore, total service for purposes of calculating vacation hereunder will also include active duty in the U.S. Armed Forces as well as their total Reserve Duty and National Guard Units as delineated on the employee(s) Department of Defense (DD) 214 or Certificate of Release or Discharge from Active Duty, rounded to the nearest full year. If less than six months of service as noted above, he/she will be credited with the actual amount of service. Vacation accrual shall be credited as follows:

YEARS OF SERVICE

ANNUAL ACCRUAL

A. Less than 1	None
B. 1 but less than 7	10 days
C. 7 but less than 13	15 days
D. 13 but less than 22	20 days
E. 22 but less than 25	25 days
F. 25 or more	30 days

The accrual rates per bi-weekly pay period for the categories above shall be: 3.1 hours for Category B; 4.6 hours for Category C; 6.2 hours for Category D; 7.7 hours for Category E; and 9.2 hours for Category F. An employee must be in active pay status at least eighty (80) hours in a pay period in order to accrue the total designated vacation hours for that pay period. Vacation leave may accumulate to a maximum of that earned in three (3) years of service. Vacation in excess of this maximum is eliminated from the employee's vacation leave balance.

**20.2: Short Notice Vacation Selection:** An employee may request to use vacation time that has not been selected during the annual selection period. Such selections shall be made and granted on first requested, first granted basis. In the event of a conflict, department seniority shall govern the selection. Employees shall attempt to give 14 days' notice to short-term vacation requests, and every effort will be made by the employer to grant such requests. However, nothing shall prohibit the granting of requests not made in 14 days if scheduling/staffing is adequate.

**20.3:** Employees going on vacation should submit a signed "Request for Leave" form two (2) weeks prior to the beginning of the vacation period. When a bargaining unit member is requesting vacation not previously approved, the University will respond to the request in a reasonable amount of time. A bargaining unit member who is hospitalized while on vacation may convert the period of hospitalization from vacation to sick leave by providing the University with documentation of hospitalization upon his/her return. If a member of his/her immediate family dies while a bargaining unit member is on vacation and if the bargaining unit member attends the funeral, up to four (4) days of vacation may be converted to bereavement leave in accordance with Article 21 by providing the University with documentation of the death in the family.

**20.4:** The parties agree that the University retains the right to reschedule vacations in the event of serious and unanticipated problems. Should rescheduling of a vacation be necessary, the employee shall be so informed by the principal administrative officer before doing so and an effort will be made to make alternative arrangements to permit the bargaining unit member to take the vacation as scheduled.

**20.5:** An employee going on vacation may be paid for the vacation period in advance of the regular payday on which he/she would normally be paid for the vacation period, providing the employee has submitted the request in writing on a form to be provided by the University a minimum of fifteen (15) days prior to the effective date of the vacation. Advance vacation pay shall be available to an employee for a minimum period of one (1) week of vacation and only twice during any calendar year. The advance pay will be available to the employee at the Payroll Office at the end of the employee's last working day prior to going on vacation. The advance vacation pay will be deducted from the subsequent paycheck(s) on which the employee would have received pay for the vacation period if the employee had not chosen advance vacation pay.

20.6: The department head shall post a calendar whereby the employee(s) in the department shall have the opportunity each year to indicate the times they wish to be on vacation. Absent unusual circumstances, the department head will not change its system later than October 15 of any year for vacation scheduling in the following year. The department head shall specify in writing those times in the year, if any, where it is desirable from an operational standpoint for staff to take vacation. There will be two separate vacation deadlines. The first shall be November 15. This period will be used to sign up for full-week increments of vacation. The second will be November 30. This will be used to sign up for other increments of vacation not to exceed ten (10) increments of vacation in any year. Prior to scheduling any vacation, the employee shall have the vacation time available in his/her vacation balance. Once vacation has been approved, it shall be the obligation of the employee to take the vacation. The system shall provide that the employee with the greatest seniority in the classification shall have first choice of vacation time; the employee with the second greatest classification seniority shall have second choice, etc. The University will make a good faith effort to grant vacation requests for bargaining unit members who do not sign up prior to the two vacation periods listed above or who subsequently desire to change their scheduled vacation. Vacation schedules may subsequently be changed when mutually agreed to by the employee and the department head. All other vacation requests will be subject to Section 20.2 of this agreement.

20.7: Once a department vacation schedule has been developed for the office, the schedule will be posted in the department.

## ARTICLE 21 LEAVES

Definitions: For purposes of Sections 21.1 through 21.17 and 21.20 through 21.23, the following definitions shall apply:

- A. **Child:** biological, adopted, foster, stepchild, ward, or child of person standing in loco parentis who is under 23, or 23 or older if incapable of self-care due to disability.
- B. **Eligible bargaining unit member:** a bargaining unit member with at least one year of service who has worked at least 1,250 hours in the previous twelve (12) months.
- C. **Immediate family:** spouse, children, daughters-in-law, sons-in-law, grandchildren, parents, parents-in-law, grandparents, spouse's grandparents, brothers, sisters, brothers-in-law, sisters-in-law, legal guardian or any person who stands in place of a parent (in loco parentis).
- D. **Parent:** biological or person in loco parentis when employee was a child.
- E. **Domestic partner:** a person who, according to the employee's affidavit, has shared a committed, on-going domestic relationship with the employee for not less than the continuous preceding twelve (12) months. The University shall provide an appropriate form for, and shall maintain records of, said affidavit.
- F. **Serious health condition:** an illness, injury, impairment or physical or mental condition that involves in-patient care in a hospital, hospice or residential medical care facility, or continuing treatment by a health care provider.
- G. **Third medical opinion:** a medical opinion that is provided when there is a conflict between the first medical opinion provided by the employee's medical provider and the second medical

opinion provided by the employer's medical examiner. The persons providing the first two medical opinions shall select the person to provide the third medical opinion.

### **Sick Leave:**

**21.1:** Sick leave is authorized absence with pay due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and visits to or treatment by medical providers that cannot be scheduled outside of the employee's normal working hours. If an employee is absent for three (3) consecutive work days or more for one of the above reasons he or she shall be required to provide certification from a physician that the employee is fit to return to duty. Sick leave is also authorized for an illness in the employee's immediate family or domestic partner when the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member or domestic partner; a physicians' certification of the illness of the family member or domestic partner may be required if professional medical attention is required. Such certification shall be required if the bargaining unit member is absent for more than three (3) consecutive workdays. Such certification shall be submitted to the Chief Human Resources Officer or his/her designee.

**21.2:** Each member of the bargaining unit earns sick leave at the rate of four and six-tenths (4.6) hours for each eighty (80) hours of service. Sick leave is cumulative without limit.

**21.3:** Sick leave may be used during any period of time when an employee is on his/her regularly scheduled forty (40) hour weekly work shift. Employees shall report all uses of sick leave on the "Application for Leave" form within three (3) working days following the individual's return to work; sick leave shall be reported also on the employee's bi-weekly time record. Failure to report sick leave may result in disapproval of the sick leave.

**21.4:** When an employee learns that he/she must use sick leave, the employee shall promptly notify the supervisor on duty, indicating the need for and probable duration of the sick leave as early as possible but no later than two (2) hours before the employee is scheduled to begin work. The employee must similarly report off each successive day of absence unless the employee has specified a specific period of absence or has provided documentation which establishes the need for an extended absence and specifies an estimated date for return to work.

**21.5:** When an employee uses sick leave to visit a doctor, dentist or other medical provider, he/she shall provide written verification of the visit. The employee shall, whenever possible, inform the department head one (1) week in advance of such scheduled appointments of the employee and of immediate family members when the employee's presence at the appointment is reasonably necessary.

**21.6:** To the extent permitted by law, where the University reasonably believes an employee is abusing sick leave and the University notifies the bargaining unit member of such belief, he/she may be required to furnish a certificate from a licensed physician for any subsequent absences. Any bargaining unit member abusing sick leave and/or showing a pattern of abuse shall be subject to disciplinary action in accordance with Article 22.

1. Disciplinary action, including removal, may be taken by the University against any employee who falsifies documents relating to the application for sick leave. Such action may also be taken against any employee who attributes an absence to sick leave but willfully neglects to follow through on the application for such leave.
2. Pattern Abuse: The following types or patterns of absence shall constitute pattern abuse: before and/or after holidays; Fridays/Mondays; absence following overtime worked; continued pattern

of maintaining zero or near zero leave balances. If an employee uses sick leave in a clear pattern, per examples noted above, the Chief Human Resources Officer or his/her designee may reasonably suspect pattern abuse. If it is suspected, the Chief Human Resources Officer or his/her designee will notify the employee in writing detailing the reason(s) that pattern abuse is suspected. The notice will also invite the employee to explain, rebut, or refute the pattern abuse claim. Use of sick leave for valid reasons shall not be considered for pattern abuse. Patterns of abuse will be kept in the time frame of the previous twelve (12) months from the date of notification. Any action taken by the University will not be arbitrary, capricious, or discriminatory in nature in all instances.

**21.7:** To the extent consistent with, or permitted by, federal or state law, an employee who is on sick leave not concurrently covered by the Family and Medical Leave Act (FMLA) shall be required to provide to the Chief Human Resources Officer certification from the employee's personal physician that he/she is able to perform the assigned duties of his/her position prior to his/her return to duty. An employee must give the University not less than three (3) days' notice of his/her availability to return to work following an extended absence unless a shorter period is mutually agreeable.

**21.8:** To the extent consistent with, or permitted by, federal or state law, the University may require an employee who is not taking leave covered by the FMLA to undergo an examination, conducted by a licensed physician or licensed psychologist designated by the University, to determine the employee's physical or mental capabilities to continue to perform the duties of the position which the employee holds. The University shall pay the cost of such examination. If the employee's personal physician or psychologist differs from the University's designated physician or psychologist, the opinion of the employee's personal physician or psychologist shall be given due professional consideration.

**21.9:** The University and the F.O.P. agree to the general principle that sick leave is provided to protect the income of the employee who suffers an occasional and prolonged illness or injury. The parties agree further that each employee should make a reasonable effort to build and maintain as large a sick leave balance as possible, as a form of income protection during situations involving major health problems.

**21.10:** Sick leave charged and reported shall be for actual absence.

**21.11:** An employee who transfers from this department to another department of the University shall be allowed to transfer his/her accumulated sick leave to the new department.

**21.12:** A bargaining unit member appointed during the term of this Agreement who has been employed by the State of Ohio or any political subdivision of the State of Ohio within ten (10) years prior to the effective date of his/her appointment by the University, may transfer to the University up to 260 hours of accrued but unused sick leave upon certification of sick leave balance by his/her former employer.

**21.13: Sick Leave Bonus:** The University desires an incentive for employees not to abuse sick leave. Therefore, for each quarter of the year in which an employee does not use his/her sick leave, he/she will be entitled to the bonus as follows for each year of this agreement:

ABSENCE ON SICK LEAVE

NUMBER OF HOURS OF  
ADDITIONAL VACATION  
OR COMP. TIME

January through March	8 hours
April through June	8 hours
July through September	8 hours
October through December	8 hours

These hours may be taken as compensatory time or vacation at the option of the employee. The employee must notify the University at the time the sick leave bonus is earned of his/her election to take the bonus as either compensatory time or additional vacation hours.

Employees shall maintain a minimum balance of eighty (80) hours of accrued sick leave. Newly appointed members of the bargaining unit shall have eighteen months from the date of hire to accrue this eighty (80) hour limit. Any employee without such accumulation shall be required to submit a signed medical practitioner's statement in order to receive sick leave payment.

Leave Without Pay:

**21.14:** With the approval of the Chief Human Resources Officer or designee, an eligible bargaining unit member may be granted leave without pay in the categories specified below. Where applicable, such leave shall run concurrently with FMLA leave until FMLA leave has been exhausted. Leave requests for leave without pay shall be submitted on a form provided by the University a minimum of one (1) month prior to the requested effective date of leave, or at the earliest feasible time. Serious consideration will be given to all requests. A bargaining unit member's seniority will continue to accrue while on all leaves in Section 21.14.

- A. **Personal:** A bargaining unit member may request leave without pay for personal reasons for any period up to six (6) months.
- B. **Educational:** A bargaining unit member who wishes to pursue formal education, training, or specialized experience which is related to his/her position in the YSU Police Department may be granted leave without pay for a period of up to two (2) years when the University concurs that the proposed leave activities will benefit the University as well as the employee. An employee on leave of this type may be returned to active pay status earlier than originally scheduled if the return is mutually acceptable to the University and the employee. The University may cancel the leave and direct the employee to return to active pay status if it is learned that the leave is not being used for the purpose for which it was granted: in this case the employee will be so notified in writing. A bargaining unit member taking educational leave without pay may maintain his/her insurance coverage by paying the group rate to the University.
- C. **Employee Medical:** A bargaining unit member whose absence due to a serious illness or injury exceeds his/her accrued sick leave and he/she is not eligible to receive FMLA leave may be granted employee medical leave without pay for up to twelve (12) weeks less any accrued sick leave used, unless otherwise required by law. The University may require medical certification and/or a second or third opinion to support a leave of this type. When a bargaining unit member uses employee medical leave without pay to receive inpatient or outpatient treatment from a medical provider, or to visit a doctor, dentist or other medical provider, he/she shall provide to the Chief Human Resources Officer, or his/her designee, written verification of

the visit in order for the employee medical leave without pay to be approved. Whenever possible, the bargaining unit member will inform the department head one (1) week in advance of such scheduled visits. If the University receives within the period of either FMLA leave or employee medical leave without pay medical evidence from its physician and/or the bargaining unit member's physician which indicates that the bargaining unit member is expected to be able to substantially and materially perform his/her duties by a specified date that is no later than one (1) year from the last day on the job, a request for an extension of medical leave without pay will be considered. A bargaining unit member taking employee medical leave without pay may maintain his/her insurance coverage by paying the group rate to the University.

**D. Worker's Compensation:** An eligible bargaining unit member who chooses to receive compensation from the Bureau of Worker's Compensation instead of using sick leave will be considered to be on a medical leave without pay as specified in Section 21.14 (C). Bargaining unit members governed by this section shall receive all of the fringe benefits granted to those not on leave, provided that any non-self insured coverage obtained from an outside carrier for which the university and/or the employee pay premiums to that outside carrier permits coverage for persons who are not in active pay status. A bargaining unit member while on leave without pay for a Worker's Compensation claim may request a payout for all or a portion of his/her accumulated compensatory time. Requests for payout of compensatory time will be approved. A bargaining unit member upon returning to work from leave without pay for a Worker's Compensation claim, may request a cash payment for the period beginning when leave without pay commences and ending with the arrival of the first Worker's Compensation check. The payout may be charged to accumulated vacation time. The payout will be approved provided the bargaining unit member has sufficient vacation time to cover the cost of the payout.

**E. Child Care Leave:**

1. Biological Mother - Once a bargaining unit member is certified by her physician to be medically capable of performing her regular duties, she will be entitled to leave without pay for a period not to exceed six (6) months for the purpose of child care.
2. Biological Father - A male bargaining unit member, upon the birth of his child, is entitled to leave without pay for a period not to exceed six (6) months for the purpose of child care.
3. Adoptive Parents - A bargaining unit member is entitled, upon the adoption of a child, to leave without pay for a period not to exceed six (6) months for the purpose of child care.
4. If applicable, child care leave shall run concurrently with any FMLA leave.
5. To the extent permitted by law, application for child care leave shall be in writing to the Chief Human Resources Officer or his/her designee not later than thirty (30) days prior to the effective date for such leave, and such request shall state the anticipated duration of the leave. In the case of an application for child care leave by an adoptive parent, this thirty (30) day requirement shall be waived. In the case of child care leave related to pregnancy, the request shall be accompanied by a statement from the attending physician giving the expected date of delivery. In such cases where the expected delivery changes or complications arise, the thirty (30) day requirement will be waived.

6. During the period of child care leave, the bargaining unit member will be deemed to be relieved temporarily of his/her duties.
7. A bargaining unit member taking employee child care leave without pay may maintain his/her insurance coverage by paying the group rate to the University.

**21.15: Maternity/Parental Leave:** With the approval of the Chief Human Resources Officer, an eligible bargaining unit member may be granted leave with pay for maternity and/or parental leave. This benefit runs concurrently with unpaid Family, Medical or Child Care Leave provided for under this Agreement or by law. Leave requests for leave with pay shall be submitted on a form provided by the University a minimum of one (1) month prior to the requested effective date of leave, or at the earliest feasible time. Serious consideration will be given to all requests. A bargaining unit member's seniority shall continue to accrue on all leaves in Section 21.15.

**A. Definitions:**

1. Paid Maternity Leave means a period of paid leave for up to six (6) workweeks or 240 hours following the birth or adoption of a child. This paid leave program is available to birth mothers for recovery from childbirth and to care for and bond with a newborn child.
2. Paid Parental Leave means three (3) workweeks or 120 hours of paid leave for a biological father, domestic partner or adoptive parent to care for and bond with a newborn or newly adopted child. This leave must be used within six (6) months following the birth or adoption of a child. This leave may be available on an intermittent basis with the approval of the supervisor and the Chief Human Resources Officer.
3. Adoption Expense Payment means the payment of two thousand dollars (\$2,000.00) in taxable income (i.e., subject to withholding) for adoption expenses. Such payment may be requested upon approval of the adoption. An employee who adopts a child may elect to receive the Adoption Expense Payment in lieu of receiving the paid Maternity and Parental Leave.
4. Paid Parental Leave also means three (3) workweeks or 120 hours of paid leave following the Maternity Leave for birth mothers to care for and bond with the child. This leave must be used within six (6) months following the birth of a child.

**B. Procedures:**

1. Paid Maternity and Parental Leave shall be used prior to using sick leave which may be used to extend the period of paid leave, but which also runs concurrently with unpaid leave in accordance with Family, Medical or Child Care Leave.
2. Only one paid Maternity and/or Parental Leave benefit is available per employee, per birth or adoption event. The number of children born or adopted during the same event does not increase the length of the paid leave, i.e., multiple births.
3. This paid leave benefit is based upon 100% FTE and is prorated in accordance with the employee's percentage of FTE status.
4. This policy applies only to employees who have completed at least one year of service prior to the date that Paid Maternity or Parental Leave is to commence. Employees who attain one year

of service while on leave for the purpose of a birth or adoption of a child will be eligible for a pro-rated portion of the Paid Maternity and/or Parental Leave.

5. If the paid leave is to be used by a domestic partner, the employee shall ensure that the Affidavit of Domestic Partner is on file in the Office of Human Resources.
6. Employees on paid Maternity or Parental Leave continue to receive all employer-paid benefits and continue to accrue all other forms of paid leave. However, employees on paid Maternity or Parental Leave are ineligible to receive overtime pay, nor may these paid leaves be used in calculating overtime pay.
7. Employees on paid Maternity or Parental Leave are ineligible to receive holiday pay. A holiday occurring during the leave period shall be counted as one day of Maternity or Parental Leave and be paid as such.

#### **Other Leaves:**

**21.16: Training Leave:** A bargaining unit member who is directed by the University to engage in specified training or education as a condition of continued employment shall be maintained in a regular pay status for the period of such actual training.

**21.17: Legal Leave:** Bargaining unit members shall be granted court or jury duty with pay when subpoenaed for any court or jury duty by the United States, State of Ohio, or a political subdivision including hearings held by Worker's Compensation, Unemployment Compensation and the State Personnel Board of Review, unless such duty is performed outside of the bargaining unit member's normal working hours. Evidence in the form of subpoena or other written notification shall be presented to the bargaining unit member's immediate supervisor as far in advance as possible. All compensation in excess of fifteen dollars (\$15) per day (excluding travel allowance) received from a court or other judicial or quasi-judicial body shall be deposited with the Youngstown State University Student Accounts and University Receivables Office. However, no bargaining unit member will be paid when appearing in court for criminal or civil cases when the case is being heard in connection with the bargaining unit member's personal matters, such as traffic court, divorce proceedings, custody appearance(s) as directed with a juvenile, etc. These absences shall be leave without pay or vacation.

**21.18: Military Leave:** Eligible bargaining unit members shall be entitled to receive military leave under the federal and Ohio Uniformed Services Employment and Re-employment Rights Act (USERRA) to fulfill short-term (i.e., 31 consecutive calendar days or less) and extended (i.e., more than 31 consecutive calendar days) duty obligations and to obtain reinstatement after completing such service obligations.

**21.19: FMLA Leave:** FMLA leave shall run concurrently with any paid leave of absence available to a bargaining unit member for care and treatment of such serious health condition unless otherwise specified by this Article. Eligible bargaining unit members shall be entitled to receive leave under the Family and Medical Leave Act (FMLA) to receive care for: (a) birth of a child and to care for the newborn child; (b) placement with the bargaining unit of a child for adoption or foster care; (c) a bargaining unit member's own serious health condition (including pregnancy) or to care for the bargaining unit member's child, spouse, or parent with a serious health condition; (d) qualifying exigency arising out of the fact that the bargaining unit member's spouse, child, or parent is a covered military member on active duty, or has been called to active duty, in support of a contingency operation; (e) or care for a covered service member with a serious injury or illness if the bargaining unit member is the spouse, child, parent, or next of kin of the service member. The University shall administer FMLA leave in accordance with law.

**21.20: Personal Leave**

- A. Effective on September 1 of each year of this agreement, each bargaining unit member shall receive four (4) personal days to be used at the employee's discretion, subject to the University's operational needs, with five days minimum notice to the University.
- B. Employees may use personal leave in one-half day increments, subject to the University's operational needs, with five days' minimum notice or for emergencies detailed in subsection C, below.
- C. At the University's discretion, the use of personal time for emergencies or with notice of less than five days shall be allowed.
- D. Any unused personal leave remaining at the end of the pay period that includes August 31 of the year following the year that the leave was earned shall be cashed out at the employee's regular base rate of pay on the check issue date for the pay period that includes August 31.

**21.21: Disability Separation and Disability Retirement:**

- A. Disability Separation -- A bargaining unit member who has exhausted all forms of paid leave and who is not eligible, or whose eligibility has expired under 21.19, may be disability separated in accordance with the provisions of the Ohio Revised Code.
- B. Disability Retirement -- A bargaining unit member who is eligible may apply for disability retirement in accordance with the provisions of OPERS.

**21.22:** Upon the request of the University, an employee on an approved leave, paid or unpaid, must turn in all badges, weapons, radio, keys and other University property for the duration of the leave.

**21.23: Bereavement Leave:** Four (4) consecutive days of paid bereavement leave will be granted to a bargaining unit member at the total rate of pay upon the death of a member of his/her immediate family as defined in the definition section of this Article. Bereavement leave will also be granted in the case of a stillbirth condition.

If the death is the employee's aunt or uncle the employee is entitled to one (1) day of bereavement leave at the total rate of pay.

The University may grant additional use of sick, personal days or vacation leave or leave without pay to extend the bereavement leave. The leave and the extension may be subject to verification.

**ARTICLE 22  
EMPLOYEE DISCIPLINE AND EMPLOYEE RIGHTS**

**22.1:** A member of the bargaining unit may be disciplined for just cause, which shall include but not be limited to incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, excessive unwarranted absenteeism, or any other act of misfeasance, malfeasance, or nonfeasance in office.

**22.2:** Corrective action is normally progressive in nature; that is, repetitions of causes for disciplinary action should lead to progressive responses of reprimand, suspension, and removal. It is expected that most cases will be disposed of by an informal verbal warning and/or attendance counseling without formal disciplinary action; such verbal warning or counseling may be documented, but shall not be recorded in the employee's official personnel file. However, the seriousness of certain offenses justifies severe initial disciplinary action, including removal. Reprimands shall be reduced in writing within a reasonable period of time, with copies provided to the employee and to the employee's official personnel file. All written reprimands shall be subject to the Grievance Procedure in Article 6, but may not be advanced beyond Step 3.

**22.3:** An employee who is suspended, reduced or removed shall receive written notification from the Chief Human Resources Officer or his/her designee stating the reason for the disciplinary action. Prior to the issuance of any suspension (except situations pending drug testing results as described in Section 22.5), reduction, or removal, the Chief Human Resources Officer or his/her designee will schedule a pre-disciplinary hearing, in accordance with Section 22.4, to discuss the reasons for the proposed disciplinary action, and to give the employee an opportunity to offer an explanation of the alleged misconduct. The employee shall have the choice of whether he/she wishes to appear at the hearing and present oral and/or written statements, whether or not he/she wishes to have a Union representative present and/or whether or not to have the Union representative present oral or written statements. Further, the employee may choose to waive in writing his/her right to have such a pre-disciplinary hearing. The parties agree that orders of suspension, reduction or removal shall be treated as confidential personnel matters between the University and the employee unless the employee wishes to consult the Union in the matter, in which case it shall be the sole responsibility of the employee involved to communicate with the Union. If the suspension, reduction, or removal is subsequently grieved, the Step 3 hearing will be optional; however, a Step 3 disposition will be issued in a timely manner.

**22.4: Pre-Disciplinary Hearings:** Prior to a pre-disciplinary hearing, the employee will be given written notification of the hearing date and specifications of the charges. The pre-disciplinary hearing will be conducted by a neutral hearing administrator appointed by the University. At the hearing, the hearing administrator will ask the employee or his/her representative to respond to the allegations of misconduct as contained in the written notice of the hearing. The employee may present testimony, witnesses, and/or documents on his/her behalf. The employee shall provide a list of witnesses and the name and occupation of his/her representative to the Chief Human Resources Officer or his/her designee as far in advance as possible, but no later than forty-eight (48) hours prior to the pre-disciplinary hearing. It is the employee's responsibility to notify his/her witnesses of the scheduled hearing. The employee and/or his/her representative will be permitted to ask questions of and cross-examine any witnesses.

Within ten (10) working days following the pre-disciplinary hearing, the hearing administrator will prepare a written report of his/her findings, and will provide a copy to the employee. The Chief Human Resources Officer will act on the hearing administrator's recommendation within ten (10) working days of receipt of the recommendation. The process of the pre-disciplinary hearing and notification of discipline, if any, will be completed within thirty (30) calendar days from the day the employee is served the notice of hearing. This thirty (30) day period may be waived mutually by the University and the employee.

**22.5: Drug and Alcohol Testing Program:**

- A. The University and the F.O.P. have a mutual interest in promoting the treatment and rehabilitation of employees involved in the illegal use of drugs or the abuse of alcohol. A drug and alcohol testing program serves to promote the parties' interest in a drug-free workplace.
- B. A member of the bargaining unit may be required to submit to a test to determine the illegal use of drugs or to determine that the employee is under the influence of alcohol while on duty.

- C. Requiring an employee to submit to such a test must be based on a reasonable suspicion that the employee has been using any drug or narcotic or alcohol and that this use may present a risk to his/her safety or that of fellow employees or the public. The University also has the right to randomly test bargaining unit employees. Drug and alcohol screening/testing shall be conducted for administrative purposes and the results shall not be used in any criminal proceedings.
- D. A supervisor who orders a drug test when there is a reasonable suspicion of the use of any drug, narcotic or alcohol shall forward a report containing the facts and circumstances directly to the Chief of the YSU Police. The employee shall be verbally advised of the reasonable suspicion at the time of the test and receive a written statement of the same reasonable suspicion within twenty-four (24) hours of the test.
- E. Test results reporting a presence of alcohol, illegal drugs, or narcotics, or the use of prescription drugs without a prescription, or the abuse of any over-the-counter drugs will be submitted to the Chief of the YSU Police for further action.
- F. All drug testing shall be conducted by laboratories certified by the State of Ohio or the federal government. All alcohol breath tests shall be administered by a trained breath alcohol technician. The procedure utilized by the drug testing lab shall include a chain of custody and control and split sample collection and testing.
- G. All specimens identified as positive on the initial drug test (screen) shall be confirmed through the use of the gas chromatography/mass spectrometry method of detection, or any other method that is professionally recognized as being as or more accurate than the gas chromatography/mass spectrometry method of detection. In the event the initial and confirmatory test results are positive, the employee is entitled to have the split sample tested in the same manner prescribed above at the employee's expense. This test will be given the same evidentiary value as the two (2) previous tests. If at any point the results of the drug or alcohol testing procedures conducted by the University are negative, all further testing and administrative actions related to drug/alcohol testing shall be discontinued.
- H. An employee who is required to submit to a reasonable suspicion drug or alcohol test will be suspended pending receipt of the test results. If the test results indicate that he/she was not under the influence of alcohol or illegal drugs, the employee shall be paid for the time he/she was suspended, and no record of the suspension will be maintained in the employee's personnel file. An employee who has a confirmed, positive drug or alcohol test (reasonable suspicion, random or follow-up) will be subject to disciplinary action. If the employee agrees to enter and successfully complete a rehabilitation program, the disciplinary action will not exceed thirty (30) calendar days for the first offense. Thereafter, for a period of two (2) years, the employee will be subject to periodic follow-up drug testing as well as the reasonable suspicion and random testing defined above.
- I. The random testing pool shall be made up of bargaining unit employees. Random testing may be conducted up to four (4) times in a calendar year and may include up to 30% of the pool.

**22.6:** If a bargaining unit member is to be questioned orally concerning possible disciplinary action by the Chief of the YSU Police or another University administrator, the employee shall be advised in advance of the general nature and reason for the questioning and that he/she has the right to be accompanied by a representative(s) of his/her choice, who may be an F.O.P. representative. Such meetings will be scheduled

immediately before or after the employee's work shift, or during the employee's work shift, to the extent such scheduling is feasible. The employee will be in active pay status during such meetings.

**22.7:** A bargaining unit member who is involved in a departmental investigation may be required to submit to a polygraph examination. Relevant questions asked in a polygraph must be narrow and specific in scope dealing only with the matter being investigated. When a bargaining unit member is required to submit to a polygraph, the information developed from the results may only be used for administrative purposes and shall not be used for any subsequent criminal proceedings. A bargaining unit member may not refuse to submit to a polygraph examination under the circumstances listed above. If the request for the polygraph results from an accusation made by another bargaining unit member(s), the bargaining unit member required to take the polygraph may request that his/her accuser(s) also submit to a polygraph examination. Such requests will be granted. Polygraph examinations may not be given by employees of the YSU Police Department, the Vice President for Administration or any members of the Human Resources Department.

**22.8:** Suspensions and removals of non-probationary employees shall be subject to the provisions of Article 6 ("Grievance Procedure").

**22.9:** If agreeable to the University, a member of the bargaining unit who is suspended shall have the option of serving the suspension or having the hours of suspension deducted from his/her accumulated total of vacation or compensatory hours. The University also has the option of having a bargaining unit member's hours of suspension deducted from the member's accumulated vacation and/or compensatory hours in lieu of the actual suspension.

**22.10:** The refusal of a bargaining unit member to answer questions in connection with a matter involving employee discipline shall not be cause for disciplinary action against the bargaining unit member unless he/she has been so advised of the fact.

## **ARTICLE 23 UNIFORMS AND EQUIPMENT**

**23.1:** Each member of the bargaining unit, who at the direction of the University goes armed on duty, shall be issued a standard semiautomatic duty weapon and ammunition at no cost to the bargaining unit member. Any other weapon an officer wishes to carry during a non-uniformed duty assignment must first be approved by the Chief of Police. The approved weapon will only be carried providing the officer has qualified with the weapon.

**23.2:** Each member of the bargaining unit who at the direction of the University wears a uniform while performing his/her duties shall receive an initial uniform allowance of seven hundred fifty dollars (\$750) at the time he/she is appointed or is directed by the University to wear a uniform while on duty. If an employee resigns or is separated from the University less than one year following his/her initial appointment, he/she shall reimburse the University on a prorated basis for the cash value of the initial uniform allowance. Each member of the bargaining unit who serves longer than one year and who is in work status not less than fifty percent (50%) of the preceding fiscal year shall receive an annual uniform and maintenance allowance of one thousand one hundred dollars (\$1,100) which will be paid at the end of the first full pay period in the month of July. Effective July 1, 2012, the annual uniform and maintenance allowance shall be one thousand six hundred dollars (\$1,600) for this one year only.

**23.3:** If the University changes the required uniform during the term of this Agreement, each member of the bargaining unit who is required to purchase the new uniform shall receive an additional initial uniform allowance of five hundred dollars (\$500).

**23.4:** Uniform patches shall be worn on both sleeves of the members' shirts, sweaters, jackets and coats.

**23.5:** Each member of the bargaining unit who at the direction of the University wears a uniform while performing his/her duties shall conform to all reasonable grooming and appearance standards established by the University.

**23.6:** The University will maintain a standard operating procedure permitting members of the bargaining unit to wear specified black leather police coats and black police rain coats. Members of the bargaining unit are required to wear a bullet-proof vest that meets specifications established by the YSU Police Department. The University will purchase the vest. When currently provided vests are replaced, bargaining unit members may choose a vest other than the one specified by the YSU Police Department as long as it meets the specifications established by the department. The Chief of the YSU Police Department will be responsible for determining if alternate vests meet departmental specifications. The University will pay for the actual cost of an approved alternate vest up to the cost of the vest specified by the YSU Police Department. Any amount above the cost of the departmental vest will be paid by the bargaining unit member.

#### **ARTICLE 24 LAYOFF AND RECALL**

**24.1:** Whenever the University determines a reduction in the work force is necessary, the University shall determine the classification or classifications in which the layoff or layoffs will occur and the numbers of employees to be laid off within each classification.

**24.2:** Layoffs shall be based upon date of appointment in the classification beginning with the employees with the most recent date of full-time appointment in the classification in which the layoffs are occurring. Each employee's official personnel file in the office of Human Resources shall be the sole basis for determining his/her appointment dates.

**24.3:** If a University Police Officer 2 or a University Dispatcher 2 is to be laid off, he/she may bump respectively a University Police Officer 1 or a University Dispatcher 1 if he/she has served at the University in the lower classification and he/she was appointed to the lower classification at the University prior to a member of the bargaining unit who at the time of layoff is serving in the lower classification.

**24.4:** The University agrees that before any bargaining unit members are laid off under this Article, the University will first stop scheduling all students and intermittent employees employed by the YSU Police Department to perform the same or similar duties as bargaining unit members. Additionally, the YSU Police Department shall not schedule said students or intermittent employees while bargaining unit members are laid off.

**24.5:** On the next pay day following an employee's effective date of layoff, he/she can be paid regular and overtime pay due, compensatory time due and accrued and unused vacation time.

**24.6:** The office of Human Resources shall notify each employee of his/her layoff and, if available, displacement rights, at least thirty (30) days prior to the effective date of his/her layoff.

**24.7:** The office of Human Resources will prepare and have available for inspection a list of laid-off employees who are available for recall in each classification involving layoffs. The list will be arranged in descending order with the laid-off employee with the earliest date of full-time appointment beginning the list. Employees will be recalled in a descending order from the list beginning with the employee with the earliest date of full-time appointment. The list for each laid-off classification shall be active for twelve (12) months.

**24.8:** The University will not hire new employees to perform bargaining unit duties while one or more employees who performed their duties previously are in active layoff status.

## **ARTICLE 25 SEPARATION**

**25.1: Resignations:** Employees who resign shall sign and submit a Record of Separation form to the Chief Human Resources Officer or his/her designee at least two (2) weeks prior to the effective date of resignation. Employees will make a reasonable effort to provide the University an earlier notice of intent to resign whenever possible. A Record of Separation, once submitted by the employee and accepted by the University, shall be irrevocable except by mutual agreement between the University and the employee.

**25.2: Disability Separation:** If, in the judgment of the employee's physician, or a physician designated by the University, a non-probationary employee is physically or mentally incapable of performing all the duties of his/her position, and he/she has exhausted all paid leave and all family and medical leave, the employee will be given a disability separation.

**25.3:** An employee on disability separation shall retain for twenty-four (24) months the right to reinstatement to employment at the University in the classification he/she held at the time of separation, providing he/she is able to perform the duties of the position. If the individual is able to return to work and the University no longer has a position in the classification in which the individual served at the time of his/her separation, the University will reinstate the individual in a similar position, if one is available, in a classification for which the individual meets the established qualifications, and provided such reinstatement does not conflict with the provisions of any collective bargaining agreement entered into by the University.

**25.4:** Requests for reinstatement from disability separation shall be submitted in writing to the office of Human Resources no later than twenty-four (24) months from the effective date of the disability separation. The University will arrange for its designated physician to examine the employee to determine if the employee is medically capable of performing all the duties of the employee's position. The cost of the examination shall be paid by the University. The University will consider any medical information provided by the employee's physician, provided the employee has taken any action required to release or provide such information.

**25.5:** A bargaining unit member who severs employment with the University for any reason shall be paid in full for all unused vacation time and compensatory time at the current hourly rate of pay.

**25.6:** In the event a Sergeant requests to be returned to the rank of Police Officer 2, such a request shall be granted by the University. Within 30 days of the request, the Sergeant shall be adjusted in pay and classification to a Police Officer 2. The member shall not lose any classification seniority for such voluntary reduction in rank. In other words, all of the time the employee spent as a full-time Sergeant before making the request to return to the Police Officer 2 classification will count toward his/her classification seniority as a Police Officer 2.

In the event the request is made during an ongoing shift cycle, the Sergeant shall not bid or bump any member until the next regularly scheduled shift bid rotation, then at such time the member shall bid as a Police Officer 2 with the appropriate classification seniority. Such mid-bid cycle procedure may be modified by the University to accommodate the reduction in rank and need for supervision and shift equalization (the University may allow the reduced member to move shifts prior to shift bidding).

## **ARTICLE 26 RETIREMENT**

**26.1:** To the extent permitted by law, the mandatory retirement age for all members of the bargaining unit shall be 70. A member of the bargaining unit shall be permitted to complete the fiscal year during which he/she reaches the age of 70.

**26.2:** A bargaining unit member who retires shall be entitled for an unlimited period of time, on the same basis as bargaining unit members, to use of the library, Bookstore discount, tickets for University functions, use of Beeghly Center and other recreational facilities. Retired bargaining unit members will be eligible to purchase a parking permit annually for the annual parking fee established by the University. Retirees, their spouses and dependent children until they reach the end of the academic year of age twenty-five (25) shall be eligible for remission of all instructional fees and general fees. (See Article 32).

**26.3:** If a member of the bargaining unit dies, his/her unremarried spouse and dependent children until they reach the end of the academic year of age twenty-five (25) shall remain entitled to the benefits specified in Section 26.2 above.

**26.4: Sick Leave Conversion:** A bargaining unit member who retires with ten (10) or more years of full-time University service is entitled to conversion to cash payment of part of his/her accrued but unused sick leave. Payment is based upon the employee's hourly rate of pay at the date of retirement. The retiring employee shall receive payment for twenty-five percent (25%) of the first five hundred (500) hours (or portion thereof) of accrued but unused sick leave; forty percent (40%) of the second five hundred (500) hours (or portion thereof); and fifty percent (50%) of the third five hundred (500) hours (or portion thereof). All accrued sick leave shall be eliminated from an employee's record upon sick leave conversion. Such payment shall be made only once to an individual. Sick leave conversion does not apply to separation or termination other than retirement. "Retirement" as used in this section refers to retirement under the provisions of one (1) of the Ohio public retirement systems at the time of separation and requested sick leave conversion.

**26.5:** The University shall allow officers who retire to purchase the issued service weapon for \$1.00 upon retirement. "Retirement" as used in this section refers to retirement under the provisions of one (1) of the Ohio public retirement systems at the time of separation.

**26.6:** The University shall provide all retired officers with a retirement identification card and badge. Retired officers shall be entitled to obtain weapons qualification to comply with retired officer concealed carry legislation.

## **ARTICLE 27 MISCELLANEOUS**

**27.1:** Bargaining unit members performing assigned and authorized University duties off-campus shall be reimbursed for travel in their privately owned vehicles at the rate established by the Board of Trustees.

**27.2:** Members of the bargaining unit shall receive a discount of twenty percent (20%) on all purchases in excess of five dollars (\$5.00) made on items sold by the University Bookstore. This discount shall be available only for goods purchased by the employee for his/her personal use or for the personal use of their immediate families. Abuse of this privilege shall be grounds for suspension of the individual employee's privilege. Members of the bargaining unit shall be entitled to a fifty percent (50%) discount on University Theater and Athletic tickets, for the use of the bargaining unit member or their immediate families.

**27.3:** An employee who believes he/she is being assigned duties related to the personal financial interest of another University employee, as opposed to a proper University function, may -- after having discussed the matter with his/her supervisor or department head -- submit a written request to the Chief Human Resources Officer or his/her designee for a review of the alleged improper assignment. The University shall review such requests promptly and the Chief Human Resources Officer or his/her designee will respond in writing to the employee requesting the review.

**27.4:** Members of the bargaining unit who obtain parking permits will have regular access to University parking lots, with the exception of the visitor's lots and specifically designated spaces. The Union will annually appoint a bargaining unit member to be a member of the University's Parking and Traffic Committee. The parties agree to meet and confer over any requests made by the University for additional spaces and lots needed for visitors or special events.

**27.5:** Members of the bargaining unit who serve on any authorized University committee and must attend meetings of the committee outside his/her normal working hours will receive one and one-half times the actual hours of attendance added to their compensatory time balance.

**27.6: Honor Guard:** If the Chief of the YSU Police Department authorizes the use of the department honor guard at any function, the officer will be compensated with a minimum of four (4) hours of compensatory time or time and one half whichever is greater.

**27.7: Andrews Student Recreation and Wellness Center:** Members of the bargaining unit shall have access to the Andrews Recreation and Wellness Center during normal operating hours. In addition, dependent children aged 18 or older and spouses/domestic partners of bargaining unit members shall have access to the Andrews Recreation and Wellness Center during non-peak hours as indicated by the Director of the Wellness Center and based on utilization data for an annual fee of one hundred dollars (\$100) per person or two hundred dollars (\$200) per family. At the beginning of each semester, non-peak hours shall be defined and that information distributed to all employees.

## **ARTICLE 28 SEPARABILITY**

**28.1:** The parties intend that this Agreement shall in all respects be construed and applied in a manner not inconsistent with applicable statutes and court decisions and regulations properly enacted thereunder. In the event any provision of this Agreement shall be determined by appropriate authority to be contrary to any statute or regulation, such provision alone shall become thenceforth invalid and of no effect, but the remainder of this Agreement shall not thereby be deemed illegal or unenforceable. The parties agree to meet promptly to discuss any decision which renders any portion of this Agreement null and void.

**28.2:** Any provision of this Agreement which is found contrary to law but becomes legal during the life of this Agreement, shall take immediate effect upon the enactment of enabling legislation.

28.3: Nothing in this Agreement shall be construed to prohibit or restrict the right of the University or the F.O.P. to take action to comply with the Americans with Disabilities Act.

## **ARTICLE 29 NO STRIKE/NO LOCKOUT**

29.1: The University and the F.O.P. agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the University and the F.O.P. to avoid work stoppages and strikes.

29.2: Neither the F.O.P. nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the University for the duration of this Agreement. The F.O.P. shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this Section, provided that the F.O.P. meets all of its obligations under this Article.

29.3: The F.O.P. shall, at all times, cooperate with the University in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause. In the event of a violation of the "no-strike" clause, the F.O.P. shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the University is in violation of this Agreement, unlawful and not sanctioned or approved of by the F.O.P. The F.O.P. shall advise the employees to return to work immediately.

29.4: A violation of the provisions of Article 29 by a member of the bargaining unit shall be grounds for disciplinary action, including removal or separation.

29.5: The University shall not lock out any bargaining unit members for the duration of this Agreement.

## **ARTICLE 30 CONTRACTING**

The University reserves the right to contract for services. However, the University agrees that it will not lay off members of the bargaining unit in the exercise of this right.

## **ARTICLE 31 HEALTH AND SAFETY**

31.1: The parties agree that it is the goal of the University and the F.O.P. that the University be a place in which bargaining unit members enjoy a safe and healthful environment. To accomplish this, the University will endeavor to assure compliance with all federal, state, and local statutes pertaining to health, safety, and the environment. Both parties recognize that it will be the University's responsibility to provide all bargaining unit members the necessary training, equipment, and written procedures necessary to conduct their job in a safe and healthful manner. Both parties also recognize that it will be the bargaining unit member's responsibility to follow University health and safety policies which may include the wearing of personal protective equipment and the mandatory attendance of training seminars. It is understood that all mandatory training will be offered in accordance with the Training Leave provision of Article 21. It is further recognized

that any violation of University safety policies by bargaining unit members may result in disciplinary action by the University.

**31.2:** In order to assure the Union an opportunity to provide input on matters related to safety, the President of the Union shall designate one (1) bargaining unit member to serve on the University Safety Committee each year.

**31.3:** If a bargaining unit member feels that he/she has been assigned to work under unsafe or unhealthful conditions unrelated to the risks inherent in the duties of a police officer, he/she shall report the situation immediately to his/her supervisor. If the bargaining unit member disagrees with the supervisor's response to the situation, he/she may report the situation to the Director of Environmental and Occupational Health and Safety or his/her designee. The bargaining unit member(s) shall not be required to continue performing the duties in question pending the inspection by the Director of Environmental and Occupational Health and Safety or his/her designee, but may be assigned other duties. The bargaining unit member(s) shall not leave the campus. The Director of Environmental and Occupational Health and Safety or his/her designee shall inspect the situation immediately and deliver a verbal report on the scene, to be followed by a written report of the situation within three (3) days. The Director of Environmental and Occupational Health and Safety or his/her designee shall be empowered to order the immediate halt of any operation or activity which in his/her judgment is unsafe or unhealthful.

**31.4:** The University will continue to provide optional safety training courses to members of the bargaining unit; those enrolled in such courses will be on active pay status if they are scheduled to work during the time the course is taught.

**31.5:** All recommendations of the Safety Committee shall be responded to by the Director of Environmental and Occupational Health and Safety or his/her designee, in writing, indicating whether the recommendations will be implemented or rejected. If the recommendation is rejected, the response will indicate reasons for rejection. If the recommendation is approved, the response will indicate the approximate date of implementation.

**31.6:** Contingent upon approval by the Director of Environmental and Occupational Health and Safety, every month each sworn officer shall be entitled to use the Beeghly Firing Range for no more than one (1) hour; an employee who uses this facility shall remain in active pay status and on standby status. Police officers who are off duty and who use the firing range, as provided in this article shall not be in active pay status. Access to the Beeghly Firing Range will be limited to authorized personnel designated by the Chief of the YSU Police Department during periods when the range is reserved for YSU officers.

## **ARTICLE 32 INSTRUCTIONAL FEE REMISSION**

**32.1:** Children and spouses of bargaining unit members shall be granted remission for instructional fees at YSU, including out-of-state instructional fees where applicable. "Children" are the biological, legally adopted or step-children of a bargaining unit employee. Children shall be eligible for remission to the end of the academic year of age twenty-five (25). Bargaining unit members must provide any information requested by the University such as copies of marriage licenses, birth certificates and certificates of adoption to assist the University in determining that the child or spouse is eligible for tuition remission. Bargaining unit members must also properly complete the University's application/affidavit in order to receive tuition remission. Bargaining unit members shall receive remission of instructional and general fees at YSU, including out-of-state fees where applicable, for up to eighteen (18) semester hours per academic year and six (6) semester

hours each summer term. Remission of the general fee shall be granted to members of the bargaining unit only. Bargaining unit members who retire during the term of this Agreement shall continue to be eligible for the fee remission described above, and their dependents (children and spouse) shall continue to be eligible for fee remission for dependents, as described above, to include remission of instructional and general fees. The dependents (children and spouse) of any bargaining unit member who dies during the term of this Agreement shall continue to be eligible for fee remission as described above, to include remission of instructional and general fees, until dependent children reach the end of the academic year of age twenty-five (25) and as long as the surviving spouse remains unmarried.

**32.2: Continuing Education Fee Remission:** Each member of the bargaining unit shall be entitled to instructional fee remission twice per calendar year for non-credit courses offered through the Continuing Education department of University Outreach. Further, the bargaining unit member's spouse and dependent children shall each be entitled to instructional fee remission once per calendar year for such non-credit courses, provided that there is an enrollment slot available above and beyond the enrollment level required to fund the course. No employee may receive more than two remissions per calendar year. Application shall be made in advance of enrollment on a form provided by University Outreach and in accordance with deadlines established by University Outreach. Charges for materials, facilities, texts, and consumable or other non-instructional items are the responsibility of the enrollee and shall be payable at the time of registration. If an eligible individual enrolls in a non-credit course which is subsequently canceled due to insufficient enrollment or other reasons, such cancellation shall not affect the number of fee remissions the individual is entitled to receive in a given calendar year. Final and binding determination of the required enrollment level in any given course rests with the University.

**32.3:** On a case-by-case basis, the University will consider requests by bargaining unit members to attend classes at YSU during normal work hours, which may include the employee's use of compensatory time, vacation or the opportunity to work either before or after their normal work shift to compensate for the time spent in class.

### ARTICLE 33 PROBATION AND PROMOTION

**33.1: Probationary Periods:** Each employee appointed to a position in the bargaining unit shall serve a probationary period. For University Police Officer 1 and University Police Sergeant, the probationary period shall be one (1) year excluding periods of sick leave of twenty (20) sick leave days or longer, or leave without pay of more than one (1) week. For University Dispatcher 1 and University Dispatcher 2, the probationary period shall be six (6) months in addition to the time in training for the certification by the Ohio Peace Officers Training Council. Each probationary employee shall be evaluated in accordance with the provisions of Article 17 ("Evaluations"). If the performance of a probationary employee is deemed unsatisfactory, his/her employment at the University or in the YSU Police Department may be terminated with two (2) weeks' notice during the probationary period. In lieu of the two-week notice, the University may pay the individual for eighty (80) hours at his/ her hourly rate of pay. A probationary employee who is separated from employment will be given a written statement of reasons for his/her separation. Separation of a probationary employee may not be advanced to arbitration under the provisions of Article 6 ("Grievance Procedure"). Members of the bargaining unit who are promoted from one classification to another within the bargaining unit shall serve a six-month probationary period; if their performance is deemed unsatisfactory in the position to which they have been promoted, they will be reinstated to the position from which they were promoted, rather than being separated.

**33.2:** If the University fills one (1) or more positions of University Police Sergeant, University Dispatcher 2 or University Law Enforcement Supervisor, it will consider qualified applicants from within the bargaining unit before considering candidates who are not members of the bargaining unit. However, the University's selection of a candidate to fill the position of University Law Enforcement Supervisor is not arbitrable. The University will consider the applicant's education, related work experience, performance evaluations, and length of University service in a position or positions related to the position for which he/she is applying.

**APPENDIX A  
PAY SCHEDULE FOR UNIVERSITY DISPATCHER 1**

**Effective Upon Implementation of Agreement**

Step	1	2	3	4	5	6
	18.03	18.49	19.03	19.71	20.39	21.14

**Effective July 1, 2013**

Step	1	2	3	4	5	6
	18.39	18.86	19.41	20.10	20.80	21.56

**Effective July 1, 2014**

Step	1	2	3	4	5	6
	Not known					

**APPENDIX B  
PAY SCHEDULE FOR UNIVERSITY DISPATCHER 2**

**Effective Upon Implementation of Agreement**

Step	1	2	3	4	5	6	7
	19.51	20.01	20.52	21.16	21.82	22.55	23.42

**Effective July 1, 2013**

Step	1	2	3	4	5	6	7
	19.90	20.41	20.93	21.58	22.26	23.00	23.89

**Effective July 1, 2014**

Step	1	2	3	4	5	6	7
	Not known						

**APPENDIX C  
PAY SCHEDULE FOR UNIVERSITY POLICE OFFICER 1**

**Effective Upon Implementation of Agreement**

Step	1	2	3	4	5	6	7	8
	18.86	19.50	20.15	20.80	21.49	22.22	22.99	23.79

**Effective July 1, 2013**

Step	1	2	3	4	5	6	7	8
	19.24	19.89	20.55	21.22	21.92	22.66	23.45	24.27

**Effective July 1, 2014**

Step	1	2	3	4	5	6	7	8
	Not known							

**APPENDIX D  
PAY SCHEDULE FOR UNIVERSITY POLICE OFFICER 2**

**Effective Upon Implementation of Agreement**

Step	1	2	3	4	5	6	7	8
	20.58	21.27	21.98	22.69	23.44	24.24	25.08	25.95

**Effective July 1, 2013**

Step	1	2	3	4	5	6	7	8
	20.99	21.70	22.42	23.14	23.91	24.72	25.58	26.47

**Effective July 1, 2014**

Step	1	2	3	4	5	6	7	8
	Not known							

**APPENDIX E  
PAY SCHEDULE FOR UNIVERSITY POLICE SERGEANT**

**Effective Upon Implementation of Agreement**

Step	1	2	3	4	5	6	7	8
	22.40	23.10	23.84	24.62	25.43	26.40	27.38	28.81

**Effective July 1, 2013**

Step	1	2	3	4	5	6	7	8
	22.85	23.56	24.32	25.11	25.94	26.93	27.93	29.39

**Effective July 1, 2014**

Step	1	2	3	4	5	6	7	8
	Not known							

**APPENDIX F  
GRIEVANCE FORM**

GRIEVANCE FORM

Date Filed # \_\_\_\_\_

- Filed Through F.O.P.  
Grievance Committee
- Filed independently  
of F.O.P.

Name of Grievant: \_\_\_\_\_

Home Address: \_\_\_\_\_

Date Cause of Grievance Occurred: \_\_\_\_\_

Statement of Complaint of Grievant: (Attach supporting documents if appropriate)

Section of Agreement Alleged to Have Been Violated:

Remedy Sought:

\_\_\_\_\_  
(Grievant's Signature) (Date)

cc: Grievant  
F.O.P.  
Vice President for Administration

Chief Human Resources Officer  
Chief of YSU Police





**APPENDIX H**  
**STANDARDS OF PROFICIENCY**

**YSU/F.O.P. STANDARDS OF PROFICIENCY: FIREARMS**

Armed officers who are members of the YSU-F.O.P. bargaining unit shall meet and maintain the following standards of proficiency with firearms, in accordance with the provisions of Article 18 of the Agreement.

**A. General Provisions:**

1. All officers will be considered in active pay status during qualifications.
2. Firearms qualifications will be conducted at least once annually.
3. At the range, each officer's weapon(s) will be inspected by the range officer before being fired by the officer.
4. The bullet load for qualifications will be the same that is carried for duty.
5. An officer may use speed loaders/speed strips or magazines to reload his/her weapon during qualifications.
6. Each officer's target will be scored at the range in the presence of the officer. Also a copy of the score sheet will be provided to the officer within seven (7) days.
7. An officer who has secured the approval of the YSU Chief of Police to carry an alternate "plain clothes weapon" in accordance with the provisions of Section 23.1 of the Agreement shall be given two (2) opportunities annually to qualify with the "plain clothes weapon." (If the weapon is a 5-shot weapon, appropriate adjustments will be made in the Qualification Requirements specified in Section C.) If an officer fails to qualify with the "plain clothes weapon," it will cease to be approved for use under the provisions of Section 23.1.
8. At the range for qualification firing, each officer will use his/her duty rounds as part of the ammunition required for qualification firing. Following qualification firing, he/she will be issued new rounds of duty ammunition for his/her weapon. Including duty ammunition for up two (2) speed loaders, speed strips or magazines.
9. If an officer fails to qualify with his/her duty weapon, he/she will be given two (2) hours of instruction and be given a second opportunity to fire for qualification within ten (10) working days following the first test for qualification. If the officer fails to qualify the second time, he/she will receive an additional two (2) hours of instruction, and will be given a third opportunity to fire for qualification within ten (10) working days on duty following his/her second firing for qualification.

**B. Training:**

1. The University will make available adequate firing range facilities for training purposes at least twice a month. The date(s) and location(s) of these facilities will be announced following consultation with the F.O.P. The use of the Beeghly firing range will be used when at all possible before using firing ranges off campus.
2. For training purposes, the University will make available to each officer sixty (60) rounds of ammunition of duty weapon for use in the designated training facility twice each month. If reloads are made available, they will be of similar load to duty ammunition. In addition, each officer will be provided with a target for training purposes.

**C. Qualification Requirements:** All officers will be required to satisfactorily complete a firearms qualification course approved by the Executive Director of the Ohio Peace Officer Training Council (OPOTC). The University will meet and confer with the F.O.P. before submitting any revised course to the Executive Director of the OPOTC for approval.

**APPENDIX I  
CONFIDENTIAL  
SCREENING EXAMINATION FORM**

TO THE PHYSICIAN:

The purpose of this examination is to determine if the participant is healthy enough to safely participate in an exercise program. Specific data are necessary to design an appropriate program for the participant. Please provide all information requested, sign and return this form to:

\_\_\_\_\_

NAME \_\_\_\_\_ DATE \_\_\_\_\_

AGE \_\_\_\_\_ SEX \_\_\_\_\_ HEIGHT \_\_\_\_\_ WEIGHT \_\_\_\_\_

TOTAL CHOLESTEROL \_\_\_\_\_ HDL \_\_\_\_\_ LDL \_\_\_\_\_

General physical examination abnormalities: (Please list those findings that might place the participant at risk for exercise; and attach copies of any local physical examination forms used.)

Please attach results of a symptom limited maximal exercise stress test and complete the following data:

MODE OF TESTING \_\_\_\_\_ DATE OF TEST \_\_\_\_\_

MAXIMUM WORKLOAD ATTAINED (METS, KGM, SPD, GRADE) \_\_\_\_\_

RESTING HEART RATE \_\_\_\_\_ MAXIMUM HEART RATE ATTAINED \_\_\_\_\_

RESTING BLOOD PRESSURE \_\_\_\_\_ MAXIMUM BLOOD PRESSURE \_\_\_\_\_

RESTING AND EXERCISE ELECTROCARDIOGRAM INTERPRETATION  
(Please attach copy)  
\_\_\_\_\_  
\_\_\_\_\_

PLEASE LIST ALL LIMITATIONS AND RISKS FOR EXERCISE (Such as: medications, diabetes, orthopedic problems, epilepsy, etc.)

\_\_\_\_\_  
\_\_\_\_\_

I have examined the above named participant and find him/her to be in good/poor health and is/is not capable of safely participating in an exercise program.

Date \_\_\_\_\_ Signature \_\_\_\_\_

Please print physician's name and address and phone number:

**APPENDIX J  
HEALTH INSURANCE BENEFITS**

**DEFINITIONS:**

**Contract Period** and **Fiscal Year** are defined as the 12-month period July – June

**Funding Level** – The overall dollars needed to cover estimated health care expenses. The Funding Level will be converted to Funding Rates for the Contract Period:

Medical = the sum of the Expected Claims Liability, Fixed Costs and the midpoint between the Expected Claims Liability and Maximum Claims Liability.

Rx = Expected Claims Liability + (Expected Claims Liability x 15%) + Fixed Costs

Dental = Expected Claims Liability + (Expected Claims Liability x 15%) + Fixed Costs

Vision = Expected Claims Liability + (Expected Claims Liability x 15%) + Fixed Costs

**Funding Rates** are currently based on Single or Family. Effective with negotiated medical and prescription drug plan changes scheduled for implementation on July 1, 2012, that structure will change to Employee Only; Employee + One Dependent; and Family (Employee + two or more dependents).

**Expected Claim Liability** is determined by the stop loss carrier and/or Third Party Administrator (TPA) for the Contract Period.

**Margin** represents the difference between the Maximum Claim Liability (applies to medical only) and Expected Claims Liability. This amount is based on the Aggregate Stop Loss level of 125% and is calculated by multiplying Expected Claims Liability by 125%.

**IBNR Reserves** represent the funds necessary to cover claims Incurred But Not Reported. For purposes of this contract, IBNR Reserves = 2.5 months of Expected Claims. These are claims for which members have received services but the claims have not been paid or billed to the University.

**Surplus** represents amounts in the Health Care Fund exceeding IBNR Reserves + Margin.

**Actual Costs** = Paid Claims + Fixed Costs – Prescription Drug Rebates

**Fixed Costs** = Administrative Costs + Stop Loss Premiums

Funding Rates for the medical, prescription drug, dental and vision plans each July 1<sup>st</sup> will be determined using the formulas identified above to calculate Funding Level.

Effective with the proposed Plan changes, and future Contract Periods, the Funding Rates will be based on Employee Only; Employee + One Dependent; and Family (Employee + two or more dependents).

At the time the July 1st Funding Level is established, any amount in the Health Care Fund exceeding IBNR Reserves + Margin will be called Surplus. Only after the IBNR Reserve and Margin are fully funded, will Surplus be used to reduce the Funding Level.

If at the end of each Fiscal Year/Contract Period, the Funding Level exceeds the Actual Costs, the "excess" funds will be allocated to the Health Care Fund to establish adequate IBNR Reserve and/or Margin, until both are fully funded.

If, at the end of any Contract Period, the Funding Level was not adequate to cover Actual Costs, that "loss" would be carried over to the next Contract Period by adding the "loss" to the Funding Level calculation.

To reduce the Funding Level, the Health Care Advisory Committee (HCAC) may recommend some combination of changes in coverage, i.e. deductibles, coinsurance or copays. Funding Level changes on the effective date of any plan changes.

**EMPLOYEE CONTRIBUTIONS:**

Employees will contribute, via payroll deduction, an aggregate of 12% of the Funding Level in the first year of the contract (effective July 1, 2012); 15% in the second year (effective July 1, 2013); and in the third year (effective July 1, 2014) a percentage set by the University. The third year percentage will be based, in part, upon recommendations made by the HCAC. In each year of the contract, once the Funding Rates are determined for the Employee Only; Employee + One Dependent; and Family (Employee + two or more dependents) contracts, the Employer and the Union will meet to identify the flat percentage of salary within the bargaining unit that is required for Funding Level to be reached in each year of the contract. Once both sides agree to the flat percentage, it will be implemented by the University. This will occur before July 1, 2012 and each July 1 of the contract thereafter. Notwithstanding the foregoing formula, employees shall pay no more or no less than the following percentages of the Funding Rates:

1. Effective July 1, 2012: Minimum 8%; Maximum 21%
2. Effective July 1, 2013: Minimum 11%; Maximum 21%

Example of Funding Level calculation for Medical: (NOTE: The amounts used in this calculation are illustrative only.)

Maximum Medical Claims Liability	=	\$12,500,000
Less Expected Medical Claims Liability	=	<u>\$10,000,000</u>
Margin	=	\$ 2,500,000
Midpoint	=	\$ 1,250,000
Fixed Costs	=	\$ 1,000,000

Then

Expected Medical Claims Liability	=	\$10,000,000
Midpoint	=	\$ 1,250,000
Fixed Costs	=	<u>\$ 1,000,000</u>
Funding Level	=	\$12,250,000

Example of Funding Level calculation for Rx (also applies to Dental and Vision): (NOTE: The amounts used in this calculation are illustrative only.)

Expected Rx Claims Liability	=	\$2,000,000
+ 15% of Expected	=	\$ 300,000
Fixed Costs	=	\$ 10,000

Then

Expected Rx Claims Liability	=	\$ 2,000,000
+ 15% of Expected	=	\$ 300,000
Fixed Costs	=	<u>\$ 10,000</u>
Funding Level	=	\$ 2,310,000

Benefits	Network	Non-Network
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age	Up to Age 26 Removal upon End of Month	
Older Age Child	Ages 26 - 28 Removal upon End of Month (cost of coverage at the employee's expense)	
Pre-Existing Condition Waiting Period	Not Applicable	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period Maximum	Unlimited	
3 month Deductible Carryover	Not Covered	
Benefit Period Deductible – Single/Family <sup>1</sup>	\$250/\$500	\$425/\$950
Coinsurance	90%	70%
Coinsurance Limit - (Excluding Deductible) – Single/Family	\$925/\$1,725	\$2,000/\$4,000
Total Medical Out-of-Pocket Maximums – (Including Deductible) -Single/Family	\$1,175/\$2,225	\$2,425/\$4,950
<b>Physician/Office Services</b>		
Office Visit (Illness/Injury) <sup>2</sup>	\$15 copay, then 100%	70% after deductible
Urgent Care Office Visit <sup>2</sup>	\$15 copay, then 100%	70% after deductible
All Immunizations – Medically Necessary	90% after deductible	70% after deductible
Administration of H1N1	100%	
<b>Preventive Services</b>		
Preventive Services, in accordance with state and federal law <sup>3</sup>	100%	70% after deductible
Routine Physical Exams (Age 21 and over)	100%	70% after deductible
Well Child Care Services including Exams, Well Child Care Immunizations and Laboratory Tests ( To age 21)	100%	70% after deductible
Routine X-rays, Labs and Medical Tests	100%	70% after deductible
Routine Colonoscopy	100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible
Routine PSA Test	100%	70% after deductible
Routine Vision Exam (One per benefit period)	100%	70% after deductible
Routine Hearing Exam (One per benefit period)	100%	70% after deductible
<b>Outpatient Services</b>		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical Therapy & Occupational Therapy - Facility and Professional (40 visits combined per benefit period)	90% after deductible	70% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	90% after deductible	70% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room <sup>4</sup>	\$75 copay, then 100%	
Non-Emergency use of an Emergency Room	90% after deductible	70% after deductible

Benefits	Network	Non-Network
<b>Inpatient Facility</b>		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity Services	90% after deductible	70% after deductible
Skilled Nursing Facility	90% after deductible	70% after deductible
Human Organ Transplants	90% after deductible	70% after deductible
<b>Additional Services</b>		
Allergy Testing	90% after deductible	70% after deductible
Allergy Treatments	90% after deductible	70% after deductible
Ambulance Services includes Air	90% after deductible	70% after deductible
Durable Medical Equipment / Medical Supplies	90% after deductible	70% after deductible
Home Healthcare	90% after deductible	70% after deductible
Hospice Services	90% after deductible	70% after deductible
Private Duty Nursing - \$5,000 per benefit period limit	90% after deductible	70% after deductible
<b>Mental Health and Substance Abuse – Federal Mental Health Parity</b>		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits.

Deductible and coinsurance expenses incurred for services by a network provider will not apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

<sup>1</sup>Maximum family deductible. Member deductible is the same as single deductible.

<sup>2</sup>The office visit copay applies to the cost of the office visit only.

<sup>3</sup>Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

<sup>4</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

September 29, 2011

Youngstown State University – eff January 1, 2012 Non-Grandfathered 1<sup>st</sup> Health Network – SuperMed Plus / PPO



**Youngstown State University  
SuperMed® Script<sup>1,2</sup>  
Prescription Drug Program**

Benefits	Copay	Day Supply
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age	Up to age 26 Removal upon End of Month	
Older Age Child	Ages 26 – 28 Removal upon End of Month (cost of coverage at the employee's expense)	
<b>SuperMed Script Retail Program with Oral Contraceptive Coverage – for the initial filling and up to one refill of a prescription drug</b>		
Proton Pump Inhibitors (i.e., Prilosec OTC – Omeprazole)	\$0	30
Generic Copayment	\$4	30
Formulary Copayment	25% (\$30 max)	30
Non-Formulary Copayment	25% (\$70 max)	30
<b>SuperMed Script Retail Program with Oral Contraceptive Coverage – after the second retail fill of a prescription drug</b>		
Generic Copayment	Not Covered	
Formulary Copayment	Not Covered	
Non-Formulary Copayment	Not Covered	
<b>SuperMed Script Home Delivery Program with Oral Contraceptive Coverage</b>		
Generic Copayment	\$10	90
Formulary Copayment	25% (\$60 max)	90
Non-Formulary Copayment	25% (\$175 max)	90

Note: In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a formulary feature is included in your prescription drug benefit. A formulary drug is a FDA approved prescription medication reviewed by an independent Pharmacy and Therapeutics Committee brought together by Medco Health Solutions, Inc. Formulary drugs can assist in maintaining quality care while meeting your plan's cost containment objectives. Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

**Important Information for Diabetics:** you may be able to obtain diabetic supplies at no cost to you by participating in MMO's Disease Management program. If you have questions about the program and/or wish to enroll, please call 1-800-881-4826

Includes Coverage Management and Prior Authorization

Covered: Diabetic supplies, including over-the-counter items – insulin, syringes & needles, glucose monitors & meters, Allergy Serum

Not Covered: Fertility Drugs, Growth Hormones and Weight Loss Drugs

<sup>1</sup>SuperMed Script contains the following:

- Generic Incentive: If the member or physician requests a Non-Formulary brand-name drug and a generic equivalent exists, the member pays the generic copayment PLUS the difference between the cost of the generic drug and the Non-Formulary brand-name drug regardless of any "dispense as written/DAW" notation by the physician or the member.  
NOTE: The prescribing physician may submit a request to have the difference between the cost of the generic drug and the Non-Formulary brand-name drug waived due to medical necessity. If the request is approved, the difference will be waived and the Non-Formulary copay will apply.
- Home Delivery Incentive: When a member chooses to fill a prescription a third time at a retail pharmacy within 180 days, the prescription will not be covered.

<sup>2</sup>Coverage includes Preventive Medications, in accordance with Federal Law.

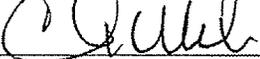
**APPENDIX K**  
**URINALYSIS PROCEDURES**

- A. Whenever the University determines there is a need to have a reasonable suspicion drug test conducted on an employee, the employee will be notified of the test requirement just prior to being transported without delay to the medical facility or laboratory that will collect the urine sample. The following will be screened by the test: marijuana, cocaine, PCP, amphetamines, opiates, MDMA (ecstasy), heroin, barbiturates, benzodiazepines, methadone, propoxyphene, oxycodone and vicoden. The employee will be accompanied by an officer of the YSU Police Department. Whenever an employee is selected for a random drug test he or she will be permitted to transport him or herself to the medical facility or laboratory.
- B. The room where the sample is obtained must be private and secure with documentation maintained that the area has been searched and is free of any foreign substance. An employee of the medical facility or laboratory shall be in the presence of the employee to ensure that the sample is from the employee and was actually passed at the time noted on the record. Specimen collection will occur in a medical setting, and the procedures should not demean, embarrass or cause physical discomfort to the employee.
- C. The employee will be provided a sealed specimen container. Within the container used for the collection will be two containers used for the transport of the specimen.
- D. The containers will be new and free of contaminates.
- E. The employee will deposit a minimum volume of urine (at least 45cc's) in a specimen cup. This will then be divided and placed in the two containers by a representative of the collection site. An employee who is unable to provide an adequate sample initially will remain under observation until able to do so.
- F. A tamper proof seal will be used on the containers.
- G. The containers will be labeled in front of the employee.
- H. Each step in the collection and processing of the urine sample shall be documented to establish procedural integrity, and the chain of evidence.
- I. Social security numbers will be used as a donor identifying number. This number will be utilized to identify the sample throughout the collection and testing phases of the urine screening. The purpose of the donor identifying number is to protect the identity of the donor providing the sample. Laboratory testing personnel will only have access to the identifying number and not the individual's name.
- J. The officer accompanying the employee will be assigned by the Chief of the YSU Police Department or his/her designee.
- K. Positive drug screen results will be submitted to the Medical Review Officer (MRO) for prescription verification. The employee will be notified as soon as possible once results are received. The employee will be given the opportunity to provide information regarding current medications and the pharmacy in which the prescriptions were filled or the facility in which the medication was given. The information provided will then be verified and the MRO will determine if the drug screen results will be considered positive or negative. The University will be notified of the findings following the investigation. If the drug screen is considered negative, the employer copy of the chain of custody will be marked as negative and signed by the MRO.
- L. In the event the first sample shows a presence of any illegal drug or narcotic the employee shall have the option of having the second sample tested (at his own expense) at another qualified laboratory. In this event, the first laboratory will be notified that the client would like the split specimen tested and the second sample, along with all documentation and chain of custody, will be forwarded to another accredited laboratory.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers and agents, have affixed their signature.

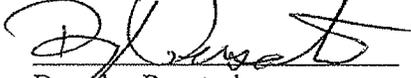
FOR THE FRATERNAL  
ORDER OF POLICE;

  
\_\_\_\_\_

Chuck Wilson  
F.O.P Representative

  
\_\_\_\_\_

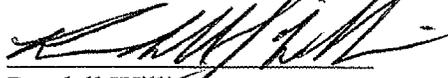
Adam Guerrieri  
Dispatcher

  
\_\_\_\_\_

Douglas Pusateri  
Police Officer

  
\_\_\_\_\_

John Spencer  
Police Sergeant

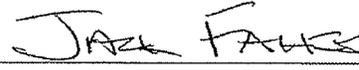
  
\_\_\_\_\_

Randall Williams  
Police Sergeant

FOR YOUNGSTOWN STATE  
UNIVERSITY:

  
\_\_\_\_\_

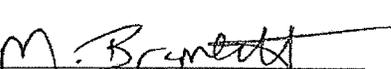
Cynthia Anderson  
President

  
\_\_\_\_\_

Jack Fahey  
Chief Negotiator

  
\_\_\_\_\_

John Beshara  
Chief of Police

  
\_\_\_\_\_

Martin Bramlett

  
\_\_\_\_\_

Michael Cretella  
Police Lieutenant

  
\_\_\_\_\_

Erin Driscoll

  
\_\_\_\_\_

Matthew Morrone

  
\_\_\_\_\_

Joseph Mosca

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	}	Case No(s): 11-MED-12-1737
EMPLOYEE ORGANIZATION,	}	
	}	
and,	}	
	}	
YOUNGSTOWN STATE UNIVERSITY,	}	
EMPLOYER.	}	
	}	
	}	

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of the Collective Bargaining Agreement executed between the parties in the above captioned case(s).

Respectfully Submitted,



Tara M. Crawford  
Paralegal  
F.O.P., O.L.C.I.  
222 East Town Street  
Columbus, Ohio 43215  
614-224-5700

cc: Mr. Jack Fahey  
[jpfahey@ysu.edu](mailto:jpfahey@ysu.edu)